



# IBM USB and PS/2 Optical Travel Mouse

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*User's Guide*

OPTIONS  
*by IBM*

**Note:** Before using this information and the product it supports, read the information under the Appendixes.

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## About this book

This manual contains instructions for installing and using the IBM<sup>®</sup> USB and PS/2 Optical Travel Mouse. The manual is divided into the following parts:

### Part 1: Installation and user's guide

This guide is provided on the CD in the following languages:

- English
- German
- French
- Spanish
- Italian
- Brazilian Portuguese
- Traditional Chinese
- Japanese

### Part 2: Appendixes

This section contains help and service, wireless regulatory information, and trademark information.

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## Registering your option

Thank you for purchasing OPTIONS by IBM. Please take a few moments to register your product and provide us with information that will help IBM to better serve you in the future. Your feedback is valuable to us in developing products and services that are important to you, as well as in developing better ways to communicate with you. Register your option on the IBM Web site at

<http://www.ibm.com/pc/register>

IBM will send you information and updates on your registered product unless you indicate on the Web site questionnaire that you do not want to receive further information.



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## IBM USB and PS/2 Optical Travel Mouse

This guide contains installation, usage, and maintenance information for the IBM USB and PS/2 Optical Travel Mouse.

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### Product Description

The Optical Travel Mouse is a mobile mouse that enables you to save space on your desk while you are travelling and in the office.

The mouse works with IBM and IBM-compatible computers that use Microsoft<sup>®</sup> Windows<sup>®</sup> 98, Microsoft Windows Millennium Edition (Me), Microsoft Windows 2000 Professional, and Windows XP operating systems that support USB connectivity. In addition, the mouse works with the IBM PS/2 ports on computers using Windows 95 and Microsoft Windows NT<sup>®</sup> operating systems.

**Note:** If you are connecting the mouse to a notebook that has an onboard pointing device, for example an IBM Thinkpad<sup>®</sup> computer, or if you are using a keyboard with an onboard pointing device, you must disable that device before installing and using the mouse.

This package contains:

- An Optical Travel Mouse with an USB connector
- CD-ROM containing installation software for the Optical Travel Mouse and an online User's Manual
- A USB to PS/2 adapter

For additional information on using your personal computer and this product comfortably, visit the IBM Healthy Computing Web site at:  
[http://www.ibm.com/pc/healthy\\_computing](http://www.ibm.com/pc/healthy_computing)

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### Installing the Mouse Suite software

Included in your package is a CD-ROM containing installation software for the mouse. To install the Mouse Suite Software:

1. Turn on the computer and start Windows.
2. Insert the Device Driver CD into your CD-ROM drive. Click the **Driver** arrow. Follow the on-screen instructions on your screen. If the setup program does not open, go to steps 3-6. If the setup program opens, go to step 6.
3. Click **Start**.
4. Click **Run**.

5. In the command line, type `X:/setup` where *X* is the drive letter for your CD-ROM drive. For example, if the letter of your CD-ROM drive is (E:) type `E:\Setup`.
6. Click **OK**.
7. Follow the onscreen instructions to complete the Mouse Suite software installation.

**Note:** When you are prompted to select an interface, click PS/2 if you will be connecting the mouse to the standard mouse connector or click USB interface if you will be connecting the mouse to a USB connector.

The Mouse Suite Software installation is complete. Go to "Installing the Mouse".

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## Installing the Mouse

This section contains information installing the mouse in PS/2 mode and in USB mode.

### Installing the mouse in PS/2 Mode

1. Turn off your computer.
2. Remove any mouse that is connected to the PS/2 connector.
3. Insert the mouse with the PS/2 adapter into the mouse connector on the computer.
4. Restart the computer.

If installing the mouse in PS/2 configuration please turn off your computer and then plug in your new mouse with the PS/2 adapter attached. Restart your computer. Go to the Using the Mouse section of this manual (page 1-3). Your mouse is now ready for use.

### Installing the mouse USB mode

If you are currently using a PS/2 mouse, you must first turn off your computer prior to removing this mouse. At this time you can plug in your mouse and restart your computer. If a message displays indicating that you do not have a PS/2 mouse connected, ignore the message and continue.

Installing the mouse in USB mode using Windows 98, Windows 2000:

1. Plug the USB (rectangular) connector from the mouse into the USB connection on the computer. The Found New Hardware window will open, followed by the Add New Hardware Wizard window.

2. Press The **Enter** key. The What do you want Windows to do window opens.
3. Select **Search for the best driver for your device**.
4. Press the Enter key. The "Windows will search for new drivers" window opens.
5. Press the Enter key. Your computer will display the location of the driver.
6. Press the Enter key. The "Windows has finished installing the software that your new hardware device requires" window opens.
7. Press the Enter key to complete the installation.

For usage information, go to "Using the Mouse" on page 1-3.

### **USB Installation (Windows Me and XP)**

To install the mouse in USB mode in a computer using Windows ME or Windows XP do the following:

**Note:** Do not connect the mouse to a USB connector on a ThinkPad computer until the WIndows Me or Windows XP desktop displays.

1. Plug the mouse connector into the computer USB connector.
2. The New Hardware Found window will open stating, "Windows is installing the software for your new hardware". Windows Me, and Windows XP will automatically install the proper device drivers to operate your new mouse.

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## **Using the mouse**

The Optical Travel Mouse has multiple functions and features such as Zoom and Auto-scrolling, which help you to increase your productivity. You can also assign frequently used functions or shortcuts to the mouse buttons by using the tabs in the Mouse Suite Software.

To Launch the Mouse Suite Software:

1. Click **Start-->Settings-->Control Panel**.
2. The Control Panel window opens. Double-click the **Mouse** icon. (If you have already enabled Show Mouse Icon in the system tray option in the Mouse Suite properties of the Control Panel, double-click the **Mouse** icon in the Windows System Tray located in the lower right-hand corner of your screen.)

By default the mouse buttons are assigned various functions, such as primary Mouse Button, Context Menu, and Quick/Auto scroll. You can customize or change these button functions. To customize the function of each button:

1. Open the **Mouse Suite** Control Panel.

2. Click the **Buttons** tab.
3. On the Mouse Image, click the button you want to assign a new function, or select a button from the Button list. The selected button will be displayed in the Button list and highlighted on the mouse image.
4. Select a function from the Function list (at least one mouse button must be designated as the Primary Mouse Button).
5. To reset your mouse buttons to the default setting, click **Use Default**.
6. To confirm your button settings, click **Apply**.

For further information on customizing the settings click the **Help** button located in the lower right hand corner of the Mouse Suite software interface.

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## Solving problems with USB connectivity

This section contains information on solving problems with USB connectivity.

**Note:** There have been some cases where a computer has the physical USB ports, but the BIOS does not support them. You will need to contact your computer manufacturer to upgrade the BIOS.

### The Optical Travel Mouse does not respond.

- Make sure that your computer is turned on. You might have connected your Optical Travel Mouse while your computer was shut down. Try disconnecting, and re-connecting the Optical Travel Mouse.
- Be sure you are not running Windows 95 or Windows NT, these operating systems do not support USB.
- If you have Windows 98, Windows Me, or Windows 2000, make sure that all the USB switches in the BIOS are enabled. To enable the USB port, you must run your computer **Setup** program by pressing one of the following during the boot sequence: F1, F2, or the Delete key. If you are not sure how to run the **Setup** program for your computer, refer to the documentation that came with your computer, or contact your computer's manufacturer.

### USB (Universal Serial BUS) Controller Re-detection

The USB (Universal Serial BUS) Controller might not be properly installed in your computer.

1. Double-click **My Computer**.
2. Double-click **Control Panel**.
3. Double-click **System**.
4. Using the left mouse button, click the **Device Driver** tab.
5. Scroll down until you find Universal Serial Bus Controllers. Then using the left mouse button click the plus (+) sign to change it to a minus (-) sign.

6. Using the left mouse button, click the **Remove** button located on the lower right-hand corner of the device manager. A Warning you are about to remove this device from your system window opens.
7. Click **OK**.
8. Click the **Refresh** button so Windows is forced to re-detect the hardware.

This procedure detects both the USB Host Controller and the USB Root Hub. You might be asked to insert the Microsoft Windows installation CD.

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## **Caring for the mouse**

Always disconnect the mouse before cleaning. Keep beverages away from the mouse working area and avoid any spills. The maintenance of your Optical Travel Mouse will ensure longer life, and will minimize the chances of causing damage to your mouse and computer. There are no user serviceable parts.

For technical assistance call toll free: **1(877) 550-5534** or visit this Web site, <http://www.ibm.com/pc/support/>, and click **Support Phone List**.



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## Appendix A. Wireless Regulatory Information

The device must be installed and used in strict accordance with the instructions as described hereafter. This product complies with the following radio frequency and safety standards:

### USA - Federal Communications Commission (FCC)

This device complies with part 15 of the FCC rules. Operation is subject to the following two conditions:

1. This device may not cause harmful interference, and
2. This device must accept any interference received, including interference that may cause undesired operation.

### Canada - Industry Canada (IC)

Low Power License-Exempt Radio communication Devices (RSS-210).  
Operation is subject to the following two conditions:

1. This device may not cause interference, and
2. This device must accept any interference, including interference that may cause undesired operation of the device.

Permis d'émission à faible puissance - Cas des appareils de communications radio (CNR-210).

Le fonctionnement de ce type d'appareil est soumis aux deux conditions suivantes:

1. Cet appareil peut perturber les communications radio, et
2. Cet appareil doit supporter toute perturbation, y compris les perturbations qui pourraient provoquer un dysfonctionnement.

### Europe - CE Declaration of Conformity

- Hereby IBM declares that the Optical Travel Mouse device integrated in this product is in conformity with the essential requirements and other relevant provisions of Directive 1999/5/EC. IBM cannot accept responsibility for any failure to satisfy the protection requirements resulting from a non-recommended modification of the product.
- IBM déclare par la présente que le dispositif Optical Travel Mouse intégré à ce produit est en conformité avec les prescriptions essentielles et autres dispositions appropriées de la Directive 1999/5/EC. IBM décline toute responsabilité en cas de non-respect de cette directive résultant d'une modification non recommandée du produit.

- IBM erklärt hiermit, dass die in diesem Produkt integrierte drahtlose Optical Travel Mouse-Einheit die Voraussetzungen sowie alle wichtigen Anforderungen der Richtlinie 1999/5/EC erfüllt. IBM übernimmt keine Verantwortung für Fehler, die sich aus einer nicht empfohlenen, unsachgemässen Modifizierung an diesem Produkt zur Erfüllung der Sicherheitsanforderungen ergeben.

CE 0700 !

Table A-1.

France F	L'utilisation de cet appareil est restreint a un usage interne.
France F	Only indoor operation permitted.
Italia I	E' necessaria la concessione ministeriale anche per l'uso. Verificare con i rivenditori la procedura da seguire.
Italy I	License required for use.

#### 電波干渉についての注意

この機器の使用周波数帯では、電子レンジ等の産業・科学・医療用機器のほか工場の製造ライン等で使用されている移動体識別用の構内無線局（免許を要する無線局）及び特定小電力無線局（免許を要しない無線局）が運用されています。

- この機器を使用する前に、近くで移動体識別用の構内無線局及び特定小電力無線局が運用されていないことを確認してください。
- 万一、この機器から移動体識別用の構内無線局に対して電波干渉の事例が発生した場合には、速やかに使用周波数を変更するか又は電波の発射を停止した上、下記連絡先にご連絡頂き、混信回避のための処置等（例えば、パーティションの設置など）についてご相談して下さい。
- その他、この機器から移動体識別用の特定小電力無線局に対して電波干渉の事例が発生した場合など何かお困りのことが起きたときには、次の連絡先へお問い合わせ下さい。

連絡先： PC ヘルプセンター <http://www.ibm.com/jp/pc/support/pchelpctr/>

（お客様登録後、センター電話番号を確認頂けます。また、製品同梱の「IBMサービスのご案内」にも記述がございます）

**2.4FH1**

この機器が、2.4 GHz周波数帯(2400~2483.5MHz)を使用する周波数ホッピング(FH)方式の無線装置であり、干渉距離が約 10 m (定格出力： 1 mW)であることを意味します。

上記の内容は「社団法人 電波産業界」ARIB STD-T66の主旨に基づくものです。

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## Appendix B. Help and service information

This section contains information on how to obtain warranty information on the World Wide Web and online and telephone technical support.

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### Warranty information on the World Wide Web

The IBM Machine Warranties Web site at [http://www.ibm.com/servers/support/machine\\_warranties/](http://www.ibm.com/servers/support/machine_warranties/) contains a worldwide overview of the IBM Limited Warranty for IBM Machines, a glossary of terms used in the Statement of Limited Warranty, Frequently Asked Questions (FAQ), and links to Product Support Web pages. The IBM Statement of Limited Warranty is available from this Web site in 29 languages in Portable Document Format (PDF).

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### Online technical support

Online technical support is available during the life of your product. Online assistance can be obtained through the Personal Computing Support Web site and the IBM Automated Fax System.

<i>Online technical support</i>	
IBM Personal Computing Support Web site	<a href="http://www.ibm.com/pc/support">http://www.ibm.com/pc/support</a>
IBM Automated Fax System	1-800-426-3395 (U.S. and Canada)

During the warranty period, assistance for replacement or exchange of defective components is available. In addition, if your IBM option is installed in an IBM computer, you might be entitled to service at your location. Your technical support representative can help you determine the best alternative.

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### Telephone technical support

Installation and configuration support through the HelpCenter will be withdrawn or made available for a fee, at IBM's discretion, 90 days after the option has been withdrawn from marketing. Additional support offerings, including step-by-step installation assistance, are available for a nominal fee.

To assist the technical support representative, have available as much of the following information as possible:

- Option name
- Option number
- Proof of purchase

- Computer manufacturer, model, serial number (if IBM), and manual
- Exact wording of the error message (if any)
- Description of the problem
- Hardware and software configuration information for your system

If possible, be at your computer. Your technical support representative might want to walk you through the problem during the call.

For the support telephone number and support hours by country, refer to the following table. If the number is not provided, contact your IBM reseller or IBM marketing representative. Response time may vary depending on the number and nature of the calls received.

<i>Support 24 hours a day, 7 days a week</i>	
Canada (Toronto only)	416-383-3344
Canada (all other)	1-800-565-3344
U.S.A. and Puerto Rico	1-800-772-2227
All other countries	Go to <a href="http://www.ibm.com/pc/support/">http://www.ibm.com/pc/support/</a> , and click <b>Support Phone List</b> .

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## Appendix C. Product warranty and notices

This section contains product warranty and notices information.

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### Warranty Statement

This section contains the warranty period for your product and the IBM Statement of Limited Warranty.

**Machine** - IBM Optical 3-Button ScrollPoint Mouse PS/2 and USB **Warranty period\*** - One year

*\* Contact your place of purchase for warranty service information. Some IBM Machines are eligible for on-site warranty service depending on the country where service is performed.*

Optical Travel Mouse and the Optical Travel Mouse logos are trademarks owned by Optical Travel Mouse SIG, Inc., U.S.A. and licensed to IBM.

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### IBM Statement of Limited Warranty

Z125-4753-06 8/2000

#### Part 1 - General Terms

This Statement of Limited Warranty includes Part 1 - General Terms and Part 2 - Country-unique Terms. The terms of Part 2 replace or modify those of Part 1. The warranties provided by IBM in this Statement of Limited Warranty apply only to Machines you purchase for your use, and not for resale, from IBM or your reseller. The term "Machine" means an IBM machine, its features, conversions, upgrades, elements, or accessories, or any combination of them. The term "Machine" does not include any software programs, whether pre-loaded with the Machine, installed subsequently or otherwise. Unless IBM specifies otherwise, the following warranties apply only in the country where you acquire the Machine. Nothing in this Statement of Limited Warranty affects any statutory rights of consumers that cannot be waived or limited by contract. If you have any questions, contact IBM or your reseller.

#### The IBM Warranty for Machines

IBM warrants that each Machine 1) is free from defects in materials and workmanship and 2) conforms to IBM's Official Published Specifications ("Specifications"). The warranty period for a Machine is a specified, fixed period commencing on its Date of Installation. The date on your sales receipt is the Date of Installation unless IBM or your reseller informs you otherwise.

If a Machine does not function as warranted during the warranty period, and IBM or your reseller are unable to either 1) make it do so or 2) replace it with one that is at least functionally equivalent, you may return it to your place of purchase and your money will be refunded.

### **Extent of Warranty**

The warranty does not cover the repair or exchange of a Machine resulting from misuse, accident, modification, unsuitable physical or operating environment, improper maintenance by you, or failure caused by a product for which IBM is not responsible. The warranty is voided by removal or alteration of Machine or parts identification labels.

**THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD.**

### **Items Not Covered by Warranty**

IBM does not warrant uninterrupted or error-free operation of a Machine.

Any technical or other support provided for a Machine under warranty, such as assistance via telephone with "how-to" questions and those regarding Machine set-up and installation, will be provided **WITHOUT WARRANTIES OF ANY KIND.**

### **Warranty Service**

To obtain warranty service for a Machine, contact IBM or your reseller. If you do not register your Machine with IBM, you may be required to present proof of purchase.

During the warranty period, IBM or your reseller, if approved by IBM to provide warranty service, provides without charge certain types of repair and exchange service to keep Machines in, or restore them to, conformance with their Specifications. IBM or your reseller will inform you of the available types of service for a Machine based on its country of installation. At its discretion,

IBM or your reseller will 1) either repair or exchange the failing Machine and 2) provide the service either at your location or a service center. IBM or your reseller will also manage and install selected engineering changes that apply to the Machine.

Some parts of IBM Machines are designated as Customer Replaceable Units (called "CRUs"), e.g., keyboards, memory, or hard disk drives. IBM ships CRUs to you for replacement by you. You must return all defective CRUs to IBM within 30 days of your receipt of the replacement CRU. You are responsible for downloading designated Machine Code and Licensed Internal Code updates from an IBM Internet Web site or from other electronic media, and following the instructions that IBM provides.

When warranty service involves the exchange of a Machine or part, the item IBM or your reseller replaces becomes its property and the replacement becomes yours. You represent that all removed items are genuine and unaltered. The replacement may not be new, but will be in good working order and at least functionally equivalent to the item replaced. The replacement assumes the warranty service status of the replaced item. Many features, conversions, or upgrades involve the removal of parts and their return to IBM. A part that replaces a removed part will assume the warranty service status of the removed part.

Before IBM or your reseller exchanges a Machine or part, you agree to remove all features, parts, options, alterations, and attachments not under warranty service.

You also agree to

1. ensure that the Machine is free of any legal obligations or restrictions that prevent its exchange;
2. obtain authorization from the owner to have IBM or your reseller service a Machine that you do not own; and
3. where applicable, before service is provided:
  - a. follow the problem determination, problem analysis, and service request procedures that IBM or your reseller provides;
  - b. secure all programs, data, and funds contained in a Machine;
  - c. provide IBM or your reseller with sufficient, free, and safe access to your facilities to permit them to fulfill their obligations; and
  - d. inform IBM or your reseller of changes in a Machine's location.

IBM is responsible for loss of, or damage to, your Machine while it is 1) in IBM's possession or 2) in transit in those cases where IBM is responsible for the transportation charges.

Neither IBM nor your reseller is responsible for any of your confidential, proprietary or personal information contained in a Machine which you return to IBM or your reseller for any reason. You should remove all such information from the Machine prior to its return.

### **Limitation of Liability**

Circumstances may arise where, because of a default on IBM's part or other liability, you are entitled to recover damages from IBM. In each such instance, regardless of the basis on which you are entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), except for any liability that cannot be waived or limited by applicable laws, IBM is liable for no more than

1. damages for bodily injury (including death) and damage to real property and tangible personal property; and
2. the amount of any other actual direct damages, up to the charges (if recurring, 12 months' charges apply) for the Machine that is subject of the claim. For purposes of this item, the term "Machine" includes Machine Code and Licensed Internal Code.

This limit also applies to IBM's suppliers and your reseller. It is the maximum for which IBM, its suppliers, and your reseller are collectively responsible.

**UNDER NO CIRCUMSTANCES IS IBM LIABLE FOR ANY OF THE FOLLOWING: 1) THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES (OTHER THAN THOSE UNDER THE FIRST ITEM LISTED ABOVE); 2) LOSS OF, OR DAMAGE TO, YOUR RECORDS OR DATA; OR 3) SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST SAVINGS, EVEN IF IBM, ITS SUPPLIERS OR YOUR RESELLER IS INFORMED OF THEIR POSSIBILITY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

### **Governing Law**

Both you and IBM consent to the application of the laws of the country in which you acquired the Machine to govern, interpret, and enforce all of your and IBM's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

## Part 2 - Country-unique Terms

### AMERICAS

#### BRAZIL

**Governing Law:** *The following is added after the first sentence:* Any litigation arising from this Agreement will be settled exclusively by the court of Rio de Janeiro.

### NORTH AMERICA

**Warranty Service:** *The following is added to this Section:* To obtain warranty service from IBM in Canada or the United States, call 1-800-IBM-SERV (426-7378).

#### CANADA

**Governing Law:** *The following replaces “laws of the country in which you acquired the Machine” in the first sentence:* laws in the Province of Ontario.

#### UNITED STATES

**Governing Law:** *The following replaces “laws of the country in which you acquired the Machine” in the first sentence:* laws of the State of New York.

### ASIA PACIFIC

#### AUSTRALIA

**The IBM Warranty for Machines:** *The following paragraph is added to this Section:* The warranties specified in this Section are in addition to any rights you may have under the Trade Practices Act 1974 or other similar legislation and are only limited to the extent permitted by the applicable legislation.

**Limitation of Liability:** *The following is added to this Section:* Where IBM is in breach of a condition or warranty implied by the Trade Practices Act 1974 or other similar legislation, IBM’s liability is limited to the repair or replacement of the goods or the supply of equivalent goods. Where that condition or warranty relates to right to sell, quiet possession or clear title, or the goods are of a kind ordinarily acquired for personal, domestic or household use or consumption, then none of the limitations in this paragraph apply.

**Governing Law:** *The following replaces “laws of the country in which you acquired the Machine” in the first sentence:* laws of the State or Territory.

## CAMBODIA, LAOS, AND VIETNAM

**Governing Law:** *The following replaces "laws of the country in which you acquired the Machine" in the first sentence: laws of the State of New York.*

*The following is added to this Section:* Disputes and differences arising out of or in connection with this Agreement shall be finally settled by arbitration which shall be held in Singapore in accordance with the rules of the International Chamber of Commerce (ICC). The arbitrator or arbitrators designated in conformity with those rules shall have the power to rule on their own competence and on the validity of the Agreement to submit to arbitration. The arbitration award shall be final and binding for the parties without appeal and the arbitral award shall be in writing and set forth the findings of fact and the conclusions of law.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator.

The two arbitrators appointed by the parties shall appoint a third arbitrator before proceeding upon the reference. The third arbitrator shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the ICC. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

The English language version of this Agreement prevails over any other language version.

## HONG KONG AND MACAU

**Governing Law:** *The following replaces "laws of the country in which you acquired the Machine" in the first sentence: laws of Hong Kong Special Administrative Region.*

## INDIA

**Limitation of Liability:** *The following replaces items 1 and 2 of this Section:*

1. liability for bodily injury (including death) or damage to real property and tangible personal property will be limited to that caused by IBM's negligence;

2. as to any other actual damage arising in any situation involving nonperformance by IBM pursuant to, or in any way related to the subject of this Statement of Limited Warranty, IBM's liability will be limited to the charge paid by you for the individual Machine that is the subject of the claim.

## JAPAN

**Governing Law:** *The following sentence is added to this Section:* Any doubts concerning this Agreement will be initially resolved between us in good faith and in accordance with the principle of mutual trust.

## NEW ZEALAND

**The IBM Warranty for Machines:** *The following paragraph is added to this Section:* The warranties specified in this Section are in addition to any rights you may have under the Consumer Guarantees Act 1993 or other legislation which cannot be excluded or limited. The Consumer Guarantees Act 1993 will not apply in respect of any goods which IBM provides, if you require the goods for the purposes of a business as defined in that Act.

**Limitation of Liability:** *The following is added to this Section:* Where Machines are not acquired for the purposes of a business as defined in the Consumer Guarantees Act 1993, the limitations in this Section are subject to the limitations in that Act.

## PEOPLE'S REPUBLIC OF CHINA (PRC)

**Governing Law:** *The following replaces this Section:* Both you and IBM consent to the application of the laws of the State of New York (except when local law requires otherwise) to govern, interpret, and enforce all your and IBM's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

Any disputes arising from or in connection with this Agreement will first be resolved by friendly negotiations, failing which either of us has the right to submit the dispute to the China International Economic and Trade Arbitration Commission in Beijing, the PRC, for arbitration in accordance with its arbitration rules in force at the time. The arbitration tribunal will consist of three arbitrators. The language to be used therein will be English and Chinese. An arbitral award will be final and binding on all the parties, and will be enforceable under the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (1958).

The arbitration fee will be borne by the losing party unless otherwise determined by the arbitral award.

During the course of arbitration, this Agreement will continue to be performed except for the part which the parties are disputing and which is undergoing arbitration.

## **EUROPE, MIDDLE EAST, AFRICA (EMEA)**

***THE FOLLOWING TERMS APPLY TO ALL EMEA COUNTRIES:*** The terms of this Statement of Limited Warranty apply to Machines purchased from IBM or an IBM reseller.

### **Warranty Service:**

If you purchase an IBM Machine in Austria, Belgium, Denmark, Estonia, Finland, France, Germany, Greece, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland or United Kingdom, you may obtain warranty service for that Machine in any of those countries from either (1) an IBM reseller approved to perform warranty service or (2) from IBM. If you purchase an IBM Personal Computer Machine in Albania, Armenia, Belarus, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Georgia, Hungary, Kazakhstan, Kirghizia, Federal Republic of Yugoslavia, Former Yugoslav Republic of Macedonia (FYROM), Moldova, Poland, Romania, Russia, Slovak Republic, Slovenia, or Ukraine, you may obtain warranty service for that Machine in any of those countries from either (1) an IBM reseller approved to perform warranty service or (2) from IBM.

If you purchase an IBM Machine in a Middle Eastern or African country, you may obtain warranty service for that Machine from the IBM entity within the country of purchase, if that IBM entity provides warranty service in that country, or from an IBM reseller, approved by IBM to perform warranty service on that Machine in that country. Warranty service in Africa is available within 50 kilometers of an IBM authorized service provider. You are responsible for transportation costs for Machines located outside 50 kilometers of an IBM authorized service provider.

### **Governing Law:**

The applicable laws that govern, interpret and enforce rights, duties, and obligations of each of us arising from, or relating in any manner to, the subject matter of this Statement, without regard to conflict of laws principles, as well as Country-unique terms and competent court for this Statement are those of the country in which the warranty service is being provided, except that in 1) Albania, Bosnia-Herzegovina, Bulgaria, Croatia, Hungary, Former Yugoslav Republic of Macedonia, Romania, Slovakia, Slovenia, Armenia, Azerbaijan, Belarus, Georgia, Kazakhstan, Kyrgyzstan, Moldova, Russia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan, the laws of Austria apply; 2) Estonia, Latvia, and Lithuania, the laws of Finland apply; 3) Algeria, Benin, Burkina

Faso, Cameroon, Cape Verde, Central African Republic, Chad, Congo, Djibouti, Democratic Republic of Congo, Equatorial Guinea, France, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Mali, Mauritania, Morocco, Niger, Senegal, Togo, and Tunisia, this Agreement will be construed and the legal relations between the parties will be determined in accordance with the French laws and all disputes arising out of this Agreement or related to its violation or execution, including summary proceedings, will be settled exclusively by the Commercial Court of Paris; 4) Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe, this Agreement will be governed by English Law and disputes relating to it will be submitted to the exclusive jurisdiction of the English courts; and 5) in Greece, Israel, Italy, Portugal, and Spain any legal claim arising out of this Statement will be brought before, and finally settled by, the competent court of Athens, Tel Aviv, Milan, Lisbon, and Madrid, respectively.

**THE FOLLOWING TERMS APPLY TO THE COUNTRY SPECIFIED:**

**AUSTRIA AND GERMANY**

**The IBM Warranty for Machines:** *The following replaces the first sentence of the first paragraph of this Section:* The warranty for an IBM Machine covers the functionality of the Machine for its normal use and the Machine's conformity to its Specifications.

*The following paragraphs are added to this Section:*

The minimum warranty period for Machines is six months. In case IBM or your reseller is unable to repair an IBM Machine, you can alternatively ask for a partial refund as far as justified by the reduced value of the unrepaired Machine or ask for a cancellation of the respective agreement for such Machine and get your money refunded.

**Extent of Warranty:** *The second paragraph does not apply.*

**Warranty Service:** *The following is added to this Section:* During the warranty period, transportation for delivery of the failing Machine to IBM will be at IBM's expense.

**Limitation of Liability:** *The following paragraph is added to this Section:* The limitations and exclusions specified in the Statement of Limited Warranty will not apply to damages caused by IBM with fraud or gross negligence and for express warranty.

*The following sentence is added to the end of item 2: IBM's liability under this item is limited to the violation of essential contractual terms in cases of ordinary negligence.*

## EGYPT

**Limitation of Liability:** *The following replaces item 2 in this Section: as to any other actual direct damages, IBM's liability will be limited to the total amount you paid for the Machine that is the subject of the claim. For purposes of this item, the term "Machine" includes Machine Code and Licensed Internal Code.*

*Applicability of suppliers and resellers (unchanged).*

## FRANCE

**Limitation of Liability:** *The following replaces the second sentence of the first paragraph of this Section: In such instances, regardless of the basis on which you are entitled to claim damages from IBM, IBM is liable for no more than: (items 1 and 2 unchanged).*

## IRELAND

**Extent of Warranty:** *The following is added to this Section: Except as expressly provided in these terms and conditions, all statutory conditions, including all warranties implied, but without prejudice to the generality of the foregoing all warranties implied by the Sale of Goods Act 1893 or the Sale of Goods and Supply of Services Act 1980 are hereby excluded.*

**Limitation of Liability:** *The following replaces items one and two of the first paragraph of this Section: 1. death or personal injury or physical damage to your real property solely caused by IBM's negligence; and 2. the amount of any other actual direct damages, up to 125 percent of the charges (if recurring, the 12 months' charges apply) for the Machine that is the subject of the claim or which otherwise gives rise to the claim.*

*Applicability of suppliers and resellers (unchanged).*

*The following paragraph is added at the end of this Section: IBM's entire liability and your sole remedy, whether in contract or in tort, in respect of any default shall be limited to damages.*

## ITALY

**Limitation of Liability:** *The following replaces the second sentence in the first paragraph: In each such instance unless otherwise provided by mandatory law, IBM is liable for no more than: 1. (unchanged) 2. as to any other actual damage*

arising in all situations involving nonperformance by IBM pursuant to, or in any way related to the subject matter of this Statement of Warranty, IBM's liability, will be limited to the total amount you paid for the Machine that is the subject of the claim. *Applicability of suppliers and resellers (unchanged).*

*The following replaces the third paragraph of this Section:* Unless otherwise provided by mandatory law, IBM and your reseller are not liable for any of the following: (items 1 and 2 unchanged) 3) indirect damages, even if IBM or your reseller is informed of their possibility.

#### SOUTH AFRICA, NAMIBIA, BOTSWANA, LESOTHO AND SWAZILAND

**Limitation of Liability:** *The following is added to this Section:* IBM's entire liability to you for actual damages arising in all situations involving nonperformance by IBM in respect of the subject matter of this Statement of Warranty will be limited to the charge paid by you for the individual Machine that is the subject of your claim from IBM.

#### UNITED KINGDOM

**Limitation of Liability:** *The following replaces items 1 and 2 of the first paragraph of this Section:*

1. death or personal injury or physical damage to your real property solely caused by IBM's negligence;
2. the amount of any other actual direct damages or loss, up to 125 percent of the charges (if recurring, the 12 months' charges apply) for the Machine that is the subject of the claim or which otherwise gives rise to the claim;

*The following item is added to this paragraph:* 3. breach of IBM's obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.

*Applicability of suppliers and resellers (unchanged).*

*The following is added to the end of this Section:* IBM's entire liability and your sole remedy, whether in contract or in tort, in respect of any default shall be limited to damages. This publication was developed for products and services offered in the U.S.A.

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## Processing date data

This IBM hardware product and IBM software products that might be packaged with it have been designed, when used in accordance with their associated documentation, to process date data correctly within and between the 20th and 21st centuries, provided all other products (for example, software, hardware, and firmware) used with these products properly exchange accurate date data with them.

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## Electronic Emissions Notices

Optical Travel Mouse UltraPort Module from IBM

### Federal Communications Commission (FCC) statement

**Note:** This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the

instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult an IBM authorized dealer or service representative for help.

Properly shielded and grounded cables and connectors must be used in order to meet FCC emission limits. Proper cables and connectors are available from IBM authorized dealers. IBM is not responsible for any radio or television interference caused by using other than recommended cables and connectors or by unauthorized changes or modifications to this equipment. Unauthorized changes or modifications could void the user's authority to operate the equipment.

This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

Responsible party:

International Business Machines Corporation  
New Orchard Road  
Armonk, NY 10504  
Telephone: 1-919-543-2193

 Tested To Comply  
With FCC Standards  
FOR HOME OR OFFICE USE

### **Industry Canada Class B emission compliance statement**

This Class B digital apparatus complies with Canadian ICES-003.

### **Avis de conformité a la réglementation d'Industrie Canada**

Cet appareil numérique de la classe B est conforme à la norme NMB-003 du Canada.

## Deutsche EMV-Direktive (electromagnetische Verträglichkeit)

Zulassungbescheinigung laut dem Deutschen Gesetz über die elektromagnetische Verträglichkeit von Geräten (EMVG) vom 30. August 1995 (bzw. der EMC EG Richtlinie 89/336):

Dieses Gerät ist berechtigt in Übereinstimmung mit dem Deutschen EMVG das EG-Konformitätszeichen - CE - zu führen. Verantwortlich für die Konformitätserklärung nach Paragraph 5 des EMVG ist die:

IBM Deutschland Informationssysteme GmbH, 70548 Stuttgart.

Informationen in Hinsicht EMVG Paragraph 3 Abs. (2) 2:

Das Gerät erfüllt die Schutzanforderungen nach EN 50082-1 und EN 55022 Klasse B.

EN 50082-1 Hinweis:

“Wird dieses Gerät in einer industriellen Umgebung betrieben (wie in EN 50082-2 festgelegt), dann kann es dabei eventuell gestört werden. In solch einem FA11 ist der Abstand bzw. die Abschirmung zu der industriellen Störquelle zu vergrößern.”

Anmerkung:

Um die Einhaltung des EMVG sicherzustellen sind die Geräte, wie in den IBM Handbüchern angegeben, zu installieren und zu betreiben.

## European Union - emission directive

This product is in conformity with the protection requirements of EU Council Directive 89/366/ECC on the approximation of the laws of the Member States relating to electromagnetic compatibility.

IBM can not accept responsibility for any failure to satisfy the protection requirements resulting from a non-recommended modification of the product, including the fitting of non-IBM option cards.

This product has been tested and found to comply with the limits for Class B Information Technology Equipment according to European Standard EN 55022. The limits for Class B equipment were derived for typical residential environments to provide reasonable protection against interference with licensed communication devices.

## Union Européenne - Directive Conformité électromagnétique

Ce produit est conforme aux exigences de protection de la Directive 89/336/EEC du Conseil de l'UE sur le rapprochement des lois des États membres en matière de compatibilité électromagnétique.

IBM ne peut accepter aucune responsabilité pour le manquement aux exigences de protection résultant d'une modification non recommandée du produit, y compris l'installation de cartes autres que les cartes IBM.

Ce produit a été testé et il satisfait les conditions de l'équipement informatique de Classe B en vertu de Standard européen EN 55022. Les conditions pour l'équipement de Classe B ont été définies en fonction d'un contexte résidentiel ordinaire afin de fournir une protection raisonnable contre l'interférence d'appareils de communication autorisés.

### **Unione Europea - Directiva EMC (Conformidad electromagnética)**

Este producto satisface los requisitos de protección del Consejo de la UE, Directiva 89/336/CEE en lo que a la legislación de los Estados Miembros sobre compatibilidad electromagnética se refiere.

IBM no puede aceptar responsabilidad alguna si este producto deja de satisfacer dichos requisitos de protección como resultado de una modificación no recomendada del producto, incluyendo el ajuste de tarjetas de opción que no sean IBM.

Este producto ha sido probado y satisface los límites para Equipos Informáticos Clase B de conformidad con el Estándar Europeo EN 55022. Los límites para los equipos de Clase B se han establecido para entornos residenciales típicos a fin de proporcionar una protección razonable contra las interferencias con dispositivos de comunicación licenciados.

### **Union Europea - Normativa EMC**

Questo prodotto è conforme alle normative di protezione ai sensi della Direttiva del Consiglio dell'Unione Europea 89/336/CEE sull'armonizzazione legislativa degli stati membri in materia di compatibilità elettromagnetica.

IBM non accetta responsabilità alcuna per la mancata conformità alle normative di protezione dovuta a modifiche non consigliate al prodotto, compresa l'installazione di schede e componenti di marca diversa da IBM.

Le prove effettuate sul presente prodotto hanno accertato che esso rientra nei limiti stabiliti per le apparecchiature di informatica Classe B ai sensi della Norma Europea EN 55022. I limiti delle apparecchiature della Classe B sono stati stabiliti al fine di fornire ragionevole protezione da interferenze mediante dispositivi di comunicazione in concessione in ambienti residenziali tipici.

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