

PART

PARTition Manager

Version 1.00
Copyright 1999
Digital Intelligence, Inc

**DIGITAL INTELLIGENCE, INC.
END-USER LICENSE AGREEMENT**

IMPORTANT-READ CAREFULLY. This End-user Software License Agreement (the “Agreement” or “License”) is a legal agreement between you (both the individual installing the Product and any legal entity on whose behalf such individual is acting) (“You” or “Your”) and Digital Intelligence, Inc., a Wisconsin corporation (“Digital Intelligence”), for Digital Intelligence software product(s), which includes computer software and associated media, and all accompanying manuals and other documentation, whether printed, “online”, electronic or otherwise (the “Product”). By installing, copying, or otherwise using the Software Product, You agree to be bound by the terms of this end-user License Agreement. If you do not agree to the terms of this Agreement, do not install, copy or otherwise use the Product, but return the unused Product (including media, documentation and containers) within 30 days after you receive it to Digital Intelligence along with the original receipt of purchase for a full refund.

SOFTWARE LICENSE

The Product is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Product is licensed, not sold. If the Product is an upgrade from another product, You may use that upgraded product only in accordance with this License.

1. **GRANT OF LICENSE.** This Product is licensed by individual end-user. Subject to the terms and conditions of this Agreement, Digital Intelligence hereby grants to You as an individual, (i) a personal, non-exclusive, non-sublicensable, non-transferable license to use the Product in accordance with the relevant end-user documentation provided by Digital Intelligence, and (ii) the right to make one (1) copy of the Product, or the minimum number of copies required by law to permit You to make, solely for archival or backup purposes. In the event that multiple, simultaneous usage by a single individual or an organization is desired, a multiple-user license must be obtained in the amount equal to, or greater than, the maximum number of machines which will be operating the software simultaneously. If You are an entity, Digital Intelligence grants You the right to designate one individual within your organization to have the right to use the Product in the manner provided above.

2. **OTHER RIGHTS AND LIMITATIONS.** During the term of this Agreement:

Use. You shall limit the use of the Product to single machine at any given time. You shall not permit or allow any third party to use or have access to the Product, whether by timesharing, networking or any other means. Although a single-user license expressly permits the use of the Product on multiple machines, that usage must not be performed concurrently.

Software Transfer. You shall not assign, sublicense, lease, encumber or otherwise transfer or attempt to transfer the Product or any portion thereof. You may not assign this License or Agreement or any of its rights or obligations hereunder without the prior written consent of Digital Intelligence. Digital Intelligence will not withhold permission to transfer the Product, as long as You permanently transfer and cease all use of the Product, and the proposed transferee agrees to be bound by the terms of this Agreement, and is in Digital Intelligence’s opinion a responsible party. Any attempted assignment in violation of this Section by You of Your rights or obligations under this Agreement, whether by operation of law or otherwise, shall have no force and effect.

Maintenance and Support. Digital Intelligence has no obligation to provide support, maintenance, upgrades, modifications, or new releases under this Agreement.

Reverse Engineering, Decompilation, and Disassembly. You may possess and use the Product only in machine-readable form. You have no right to receive, use or examine any source code or design documentation relating to the Product. You may not modify, translate, decipher, decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms or file formats or programming or interoperability interfaces of the Products by any means whatsoever, other than to the extent Digital Intelligence is required by law to permit You to do so. You may not (or allow any third party to) modify the Product or incorporate any portion of Product into any other software or create a derivative work of any portion of the Product, or develop any other product containing any of the concepts and ideas contained in the Product.

Advertisement. You shall not list the Product on any promotional or marketing publication issued or distributed by You without the prior written consent of Digital Intelligence.

Government Restricted Rights. This provision applies to Product acquired directly or indirectly by or on behalf of any Government entity. The Product is a commercial product, licensed on the open market at market prices, and was developed entirely at private expense and without the use of any Government funds. Any use, modification, reproduction, release, performance, display, or disclosure of the Product by any Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement, and no license to the Product is granted to any Government entity requiring different terms.

3. **TITLE AND INTELLECTUAL PROPERTY.** Digital Intelligence or its licensors have and will retain all right, title, and interest and ownership in and to the Product and any copies or updates thereof. You acknowledge that the Product constitutes proprietary information and trade secrets of Digital Intelligence and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent. The Product is protected under international copyright, trademark and trade secret and patent laws. You shall maintain all information and data contained in the Product or any portion thereof in strict confidence and shall not publish, communicate or disclose, or permit to be published, communicated or disclosed, to third parties such information and data without Digital Intelligence’s prior written consent. You shall take all appropriate steps to ensure that persons having access to the Product shall refrain from any unauthorized reproduction, use or disclosure of the Product or any portion thereof. You must reproduce and include all the copyright notices and any other notices that appear on the original Product copy (Digital Intelligence’s or others’) on any copy and in any media therefor.
4. **TERM AND TERMINATION.** The license granted to You and the obligations hereunder are perpetual and will continue unless terminated as provided herein. Digital Intelligence may terminate this Agreement at any time upon Your breach or violation, whether actual or threatened, of any term of this Agreement. Upon termination of this Agreement, You shall (i) discontinue all use of the Product; (ii) deliver to Digital Intelligence or destroy the Product and all documentation and related materials in your possession, including copies thereof; (iii) certify to Digital Intelligence within one (1) week after termination hereunder that You have delivered to Digital Intelligence and/or destroyed the Product and all copies of the Product in accordance with this Section.

INDEMNIFICATION and LIMITED WARRANTIES

MEDIA WARRANTY AND REMEDIES. Digital Intelligence warrants that the media on which we provide the Product to you is free from defects in materials and workmanship, and that the programs are properly recorded thereon. Our entire liability to You for breach of this warranty will be replacement of the defective media.

NO OTHER WARRANTIES. You acknowledge and agree that You have independently verified that the Product is appropriate for the purposes for which You intend to use the Product, and that You did not rely upon any skill or judgment of Digital Intelligence in such selection. You assume the entire risk related to the use of the Product. **THE PRODUCT AND ANY SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DIGITAL INTELLIGENCE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED (STATUTORY OR OTHERWISE), INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, CONCERNING THE PRODUCT AND THE APPLICATION, OPERATION OR USE THEREOF.**

LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DIGITAL INTELLIGENCE NOR ITS LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOST PROFITS, LOST SAVINGS, LOSS OF GOODWILL, OR OTHERWISE, OR FOR LOSS OF OR CORRUPTION OF DATA, OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY, IRRESPECTIVE OF WHETHER SUCH LOSS OR DAMAGE IS FORESEEABLE BY US, AND EVEN IF DIGITAL INTELLIGENCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. WITHOUT PREJUDICE TO THE FOREGOING, IF WE ARE NONETHELESS DETERMINED TO BE LIABLE TO YOU UNDER OR IN CONNECTION WITH THIS LICENSE, OUR ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THE LICENSE FEES YOU HAVE PAID TO DIGITAL INTELLIGENCE UNDER THIS AGREEMENT. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to You.

INDEMNIFICATION. Digital Intelligence shall have the right, but not the obligation, to defend or settle, at its option, any action at law arising from a claim that the Product under this Agreement infringes any third party’s patent, copyright, or trade secret rights. You agree to provide Digital Intelligence with written notice of any such claim within ten (10) days of Your notice thereof and provide Digital Intelligence with all information and assistance Digital Intelligence requests in connection with any defense or settlement of such claim. Digital Intelligence’s agreement to indemnify You hereunder shall be limited in amount to the license fee paid by You to Digital Intelligence hereunder and shall be limited to the Product in the form and as delivered to Licensee. Digital Intelligence has sole discretion and control over such defense and all negotiations for a settlement or compromise, unless it declines to defend or settle, in which case You are free to pursue any alternative You may have. Neither Digital Intelligence or its licensors shall have any indemnification obligation to You or otherwise be liable to You for any infringement based on: (i) Your operation of an application developed using the Product; (ii) Your combination of the Product with other products not furnished by Digital Intelligence; or (iii) Your use of a superseded or altered version of the Product.

Miscellaneous Provisions

INVALID, ILLEGAL OR UNENFORCEABLE PROVISIONS. In the event that any one or more provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, each invalid or unenforceable provision or provisions of the Agreement shall be treated by the tribunal as modified to the least extent necessary to rectify its invalidity or unenforceability and shall be enforced as so modified, and the remainder of the provisions of this Agreement shall be unimpaired and remain in full force and effect.

BINDING EFFECT: ASSIGNMENT. This Agreement and all of the terms, provisions and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except as otherwise provided in this Section, You may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Digital Intelligence. Digital Intelligence will not withhold permission to transfer the Product, as long as You permanently transfer and cease all use of the Product, and the proposed transferee agrees to be bound by the terms of this Agreement, and is in Digital Intelligence’s opinion a responsible party. Any attempted assignment in violation of this Section by You of your rights or obligations under this Agreement, whether by operation of law or otherwise, shall have no force and effect.

SURVIVAL. Upon termination of this Agreement all rights and obligations of the parties shall cease, except for Your obligations pursuant to Sections 2, 3 and 4, which shall survive such termination.

GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Wisconsin.

THIRD PARTY SOFTWARE. The provisions of this Agreement shall apply to all third party Software Providers and to third party Software as if they were the Product and Digital Intelligence, respectively

Features

PART is a Hard Disk partition manager designed to display partition information, change between bootable partitions, and hide/unhide MS-DOS partitions.

Usage

Syntax: PART LIST|BOOT|HIDE|UNHIDE [Partition] [/Drive:#] [/NR]

Functions: (One Required – If none provided, HELP screen will be displayed)

LIST	Display information about the partitions on the target drive.
BOOT	Make a particular Partition Bootable/Active. This will automatically deactivate the currently bootable/active partition.
HIDE	Hide a DOS Partition.
UNHIDE	Unhide a Hidden DOS Partition.

Partition: (Required)

Number of partition to modify. The first partition is number 1. The LIST function may be used to display partition numbers.

Options: (Optional)

/Drive:#	Host Drive Number (The first drive (Drive 0) is the default)
/NR	Do not Reboot after making modifications. Normally PART will automatically reboot the system after making changes so they will take effect immediately.

Examples

PART LIST List information about partitions on the first physical disk (Drive 0)

PART LIST /DRIVE:1 List information about partitions on the second physical disk (Drive 1)

PART HIDE 2 Hide the second partition on Drive 0 and reboot

PART UNHIDE 2 Unhide the second partition on Drive 0 and reboot

PART BOOT 2 Make the second partition on Drive 0 the bootable/active partition and reboot

PART BOOT 1 /NR Make the first partition on Drive 0 the bootable/active partition and do not reboot

Hidden Partitions

The PART utility uses the same mechanisms as Partition Magic and GDISK (Ghost) to Hide and Unhide partitions. These utilities typically add 10 hex to the DOS partition type code. Since all the DOS partition type codes are less than 0F hex, this will always result in a type code between 10 hex and 1F hex. Since no valid partition type codes currently exist between 10 hex and 1F hex (DOS or otherwise), it can be assumed that any partition with such a type code is a hidden partition. DOS will simply ignore partitions with type codes between 10 hex and 1F hex (since those types are undefined) and no drive letter will be assigned. In order to return such a hidden partition to service, it is a simple matter to subtract 10 hex from the type code and reboot.

Multiple Boot Partitions

The PART utility may be used to switch between multiple bootable primary partitions. Although FDISK will not create multiple primary partitions, MS-DOS has no problem supporting multiple DOS primaries without the addition of any other special software. (Other utilities, such as the GDISK utility provided with Symantec's GHOST, can be used to create multiple primary DOS partitions).

It is possible to automatically boot into a standalone DOS partition when shutting down Windows 95 or 98 by making use of a special shutdown file. Windows will automatically execute the contents of the C:\WINDOWS\DOSSTART.BAT file after the "Restart in MS-DOS Mode" option is selected from the "Shut Down" dialog box. Normally, the GUI is unloaded and then commands in DOSSTART.BAT are executed to load support for Mice and other devices. By replacing the contents of DOSSTART.BAT with a line such as "PART BOOT 2", you can effectively cause the bootable partition to be reset and the system rebooted into a different OS (i.e. DOS 6.22).

Tips on creating a multi-boot Windows/DOS system: In order for a partition to be bootable, it must begin within the first 2 Gb of a disk drive. Understanding this fact, it is often desirable to create a small (100-200 Mb) DOS 6.22 bootable primary partition (FAT 16) at the beginning of the disk, and then create a second Windows 95/98 primary partition (FAT 16 or 32) immediately following it. This type of configuration would result in the DOS 6.22 partition to be number "1" and the Windows partition to be number "2". You could then use the previously mentioned technique with "PART BOOT 1" in the DOSSTART.BAT file to automatically reboot into a pure DOS 6.22 partition when "Restarting in MS-DOS Mode". Similarly, a file named "WIN98.BAT" could be created in the DOS path in the DOS 6.22 environment which contains "PART BOOT 2" to automatically reboot in Windows 98.