

Product Guide

The terms and conditions set forth in this Product Guide apply to the Products and Software licensed by Licensee or Customer under the applicable agreement with Quest (the "Agreement"). Except as defined herein or otherwise required by the context herein, all defined terms used in this Product Guide shall have the meaning set forth in the Agreement. Multiple terms included in this Product Guide may apply to any particular Software license and additional license parameters may be included in the applicable Documentation.

Section 1- Product Terms by License Type

Application Only User Acct	Application Only User Account Software is licensed and priced based on the total number of user accounts to be authenticated by the Software. User Accounts include, but are not limited to, users' logon accounts, secondary accounts tied to users, administrative accounts, service accounts, test accounts, and iNetOrgPerson objects. Customer may only use such Software to authenticate a number of User Accounts that is equal to or less than the corresponding quantity of Application Only User Account licenses granted by Quest.
Archive Mailbox	Archive Mailbox is defined as each mailbox that stores data moved by the archive software from Licensee's e-mail environment to the archive environment. One Archive Mailbox license is required for each Archive Mailbox within Licensee's organization.
Audited CPU	For each Audited CPU license granted, Licensee may use the Software on one Audited CPU. An Audited CPU is defined as a CPU used by a database or an application that will be audited by the Software that is licensed on a per Audited CPU basis. In the event of multi-core CPUs, customers will need to license the total number of CPUs registered by the operating system regardless of physical packaging.
Base Prod	For each Base Prod license granted, Licensee may install (i) the nexus on one server, (ii) the workstation on one machine, (iii) an unlimited number of web server agents, and (iv) an unlimited number of system agents for database servers. Each such server, machine, and web server shall be designated by Licensee at the time of license activation.
Concurrent Connection	For each Concurrent Connection license granted, Licensee may install the Software on any number of client machines, provided that all such client machines are connected to Licensee's concurrent license server. The Software may be used up to the number of Concurrent Connections licensed by Quest.
Concurrent User	For each Concurrent User license granted, Licensee may install the Software on any number of client machines, provided that all such client machines are connected to Licensee's concurrent license server. The Software may be used by the number of concurrent users and on the platform type licensed by Quest. The Software may only be used in the local geographic time zone at the "Ship To" address used by Quest.
Concurrent Session	For each Concurrent Session license granted, Licensee may install the Software on any number of client machines, provided that all such client machines are connected to Licensee's concurrent license server. The Software may be used up to the number of Concurrent Sessions licensed by Quest. The Software may only be used in the local geographic time zone at the "Ship To" address used by Quest. A Session for purposes of this definition shall mean the duration a user is on a particular page in a web browser.
Connected System Account	Each Connected System Account license entitles Customer to use the Software to manage one (1) active directory Enabled User Account that is mapped to an account in a connected system (such as a user or a group).
CPU	A CPU is a central processing unit that interprets computer program instructions and processes data. For each CPU license granted, Licensee may use the Software only on the CPU for which it is originally licensed.
CPU Socket	Any Software licensed on a per-CPU Socket basis may be installed and used on any number of servers provided the total number of CPU Sockets contained within those servers does not exceed the number of CPU Sockets for which the Software is originally licensed. A CPU Socket is a connector on a computer's motherboard that accepts a CPU and forms an electrical interface with it. A CPU is a central processing unit that interprets computer program instructions and processes data. Servers may contain one or more CPU Sockets.
Data Base	Shall be defined as a container of Lotus Notes ("Notes") objects that can exist on a Notes/Domino server or a Notes client. Multiple replicas of a particular database count as the same database. Notes applications, QuickPlace sites and Domino.Doc libraries may be

	implemented using multiple databases, in which case each database containing data to be migrated should be counted.
Defender Per User	Software licensed on a Defender User basis is priced based on the total number of Defender-enabled accounts in the domain(s) to be managed by the Software. User accounts include, but are not limited to, users' logon accounts, secondary accounts tied to users, administrative accounts, service accounts and test accounts.
Defined SLO	The Defined Service Level Objective ("SLO") Software is licensed and priced based on the total number of SLO objects to be managed by the Software. SLO's are defined for Detail Organization objects within the software solution, and can be created for Business Impact, Component Availability, or Performance. Licensee may only use such Software to manage Licensee's network containing a number of SLO objects that is equal to or less than the corresponding quantity of SLO licenses granted by Quest.
Enabled AD LDS User Acct	The Enabled AD LDS User Acct Software is licensed and priced based on the total number of enabled Active Directory Lightweight Directory Services (AD LDS) user accounts in the AD LDS instances to be managed by the Software. AD LDS user accounts include, but are not limited to, users' logon accounts, secondary accounts tied to users, administrative accounts, service accounts, test accounts, and iNetOrgPerson objects. Licensee may only use the Software to manage one or more AD LDS instances in Licensee's network collectively containing a number of enabled AD LDS user accounts that is equal to or less than the corresponding quantity of Enabled AD LDS User Account licenses granted by Quest.
Enabled User Acct	Enabled User Acct Software is licensed and priced based on the total number of Enabled User Accounts in the domain(s) to be managed by the Software. "Enabled User Accounts" include, but are not limited to, users' logon accounts, secondary accounts tied to users, administrative accounts, service accounts, test accounts, and iNetOrgPerson objects. Licensee may only use such Software to manage one or more domains in Licensee's network collectively containing a number of Enabled User Accounts that is equal to or less than the corresponding quantity of Enabled User Acct Software licenses granted by Quest.
Enterprise Base Server	For each Enterprise Base Server license, Licensee may install and use the Software on the designated server(s) in connection with an unlimited number of applications and in connection with the number of client machines separately licensed by Licensee. The server upon which the Software may be used shall be designated by Licensee at the time the license is activated.
Freeware	<p>The following provisions shall only apply to Customer's use of Freeware. The terms outlined herein shall supersede any conflicting terms set forth in the Agreement. Capitalized terms not defined herein shall have the same meaning as those set forth in the Agreement.</p> <p>License. Quest hereby grants Customer a non-exclusive and non-transferable, license to use the Freeware, in executable object code form only, for personal or internal business purposes, for the duration specified by Quest. Customers who are partners of Quest may use the Freeware on their customer sites for promotional purposes only, provided, however, that if their customer wishes to obtain their own copy of the Freeware, Customer must direct their customer to Quest's download site to obtain a copy of the Freeware. Quest may change the scope of use restrictions set forth herein at any time in its sole discretion. This license does not entitle Customer to receive from Quest hard-copy Documentation, technical support, telephone assistance, or enhancements or updates to the Freeware. If Quest releases a commercial version of the Freeware, the parties shall agree upon the fees and terms of such use in a separate signed agreement.</p> <p>Disclaimer of Warranty. THE FREeware IS PROVIDED FREE OF CHARGE, AND, THEREFORE, ON AN "AS IS" AND UNSUPPORTED BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES THAT IT IS FREE OF DEFECTS, VIRUS FREE, ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THE AGREEMENT. NO USE OF THE FREeware IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.</p> <p>Fees and Taxes. There is no fee for Customer's use of the Freeware in accordance with the Agreement, however, Customer is responsible for any applicable shipping charges or taxes which may be incurred under the Agreement, and any fees which may be associated with usage beyond the scope permitted herein.</p> <p>Limitation of Liability and Damages. IN NO EVENT WILL QUEST, ITS SUBSIDIARIES OR ANY OF THE LICENSORS, DIRECTORS, OFFICERS, EMPLOYEES OR AFFILIATES OF ANY OF THE FOREGOING BE LIABLE TO CUSTOMER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY</p>

	<p>CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND DATA AND THE LIKE), WHETHER FORESEEABLE OR UNFORESEEABLE, OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, REGARDLESS OF THE BASIS OF THE CLAIM AND EVEN IF QUEST OR A QUEST REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. QUEST'S CUMULATIVE LIABILITY FOR DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO \$500.00.</p>
Front-End Server	<p>Licensee may use each Front-End Server license for one Front-End SharePoint Server within a SharePoint web farm. A Front-End SharePoint Server is a SharePoint server that accepts requests from clients and proxies them to the appropriate back-end SharePoint server for processing. A Front End Server license cannot be transferred to another server except in the event of the replacement of the original server hardware in its entirety.</p>
FTR-A Instance	<p>For each FTR-A Instance license granted, Licensee may only use the Software on the Instance for which it is originally licensed; however, upon Quest's prior written consent the Software may be transferred from one Instance to another based on a hardware failure or hardware upgrade. An Instance is defined as any installation of the Software that is used for either script development or script playback.</p>
Gigabyte	<p>The quantity of Gigabyte licenses granted by Quest indicates the maximum permitted usage of the Software. Gigabyte license usage is measured by the combined number of (i) managed mailboxes in Licensee's environment (1 Gigabyte is allocated per mailbox) and (ii) Gigabytes of file data archived by the Software. For example, an environment with 2000 managed mailboxes and 5000 Gigabytes of archived file data requires a 7000 Gigabyte license.</p> <p>The software license(s) for BridgeHead software are granted under the terms and conditions of the BridgeHead Software License Agreement which has been made available to Licensee at www.bridgeheadsoftware.com/downloads/support/EULA.txt and which, for the purposes of the BridgeHead software, shall be defined as the "Agreement". Any maintenance services, warranties, delivery, or other terms related to the BridgeHead software shall be as described in the Agreement.</p>
Indirectly Managed Physical CPU	<p>One (1) Indirectly Managed Physical CPU is defined as one (1) physical processor on the hardware system that is managed by non-Foglight management tools which send events or data to the Software that is licensed on a per Indirectly Managed Physical CPU basis. The quantity of Indirectly Managed Physical CPUs licensed equals the maximum permitted usage of the Software that is licensed on an Indirectly Managed Physical CPU basis. Each time Licensee contacts Quest Technical Support and upon each renewal Maintenance Period (the "Reporting Dates"), Licensee must report to Quest its usage of the Indirectly Managed Physical CPU Software (the "Usage Reports"). Failure to submit Usage Reports on the Reporting Dates shall constitute a material breach of the Agreement.</p>
Install Host	<p>For each Install Host license granted, Licensee may only use the Software on the Host (as defined below) for which it is originally licensed; however, upon Quest's prior written consent the Software may be transferred from one Host to another. A Host is defined as a virtual or physical machine that has an associated IP address.</p>
Instance	<p>For each Instance license granted, Licensee may only use the Software on the instance for which it is originally licensed; however, upon Quest's prior written consent the Software may be transferred from one Instance to another. An Instance is defined as any occurrence of a database server.</p>
Mailbox	<p>One Mailbox license is required for each Microsoft Exchange Mailbox within Licensee's organization.</p>
Mainframe	<p>For each Mainframe license granted, Licensee may install and use the Software on one specific IBM s/390 or zSeries engine and machine designated by Licensee at the time the license is activated, and may install and use one console on one machine.</p>
Mainframe LPAR	<p>LPAR is an acronym for logical partitioning, and is comprised of taking a computer's total resources (including processors, memory and storage) and splitting them into smaller units that can be run with its own instance of the operating system and applications. Mainframe refers to one specific IBM s/390 or zSeries engine, and Mainframe LPAR refers to one specific logical partition running on a Mainframe. For each Mainframe LPAR license granted, Licensee may install and/or connect the Software to one specific IBM s/390 or zSeries Logical Partition.</p>

Managed Device	The Managed Device Software is licensed and priced based on the total number of devices residing at unique IP addresses which will be managed by the Software. Licensee may only use such Software to manage a number of devices on Licensee's network that is equal to or less than the corresponding quantity of managed device Software licenses granted by Quest.
Managed DNS Record	The Managed DNS Record Software is licensed and priced based on the total number of DNS records managed by the Software. Licensee may only use such Software to manage a number of records in Licensee's DNS servers that is equal to or less than the corresponding quantity of Managed DNS Record licenses granted by Quest.
Managed Mailbox	One Managed Mailbox license is required for each mailbox within Licensee's organization or information store. In the event the total number of email mailboxes within Licensee's organization or information store exceeds the quantity of Managed Mailbox licenses granted by Quest, Licensee shall be obligated to pay Quest additional fees.
Managed Physical CPU	Each license granted on a Managed Physical CPU basis may be used by Licensee in combination with one Managed Physical CPU (as defined below) and requires Licensee to provide Quest with Usage Reports as described below. A Managed Physical CPU is defined as (i) any physical CPU used by an application that is managed by Foglight; (ii) any physical CPU used by a database that is managed by Foglight; (iii) any physical CPU used by a Web server whose end-user traffic is managed by Foglight; (iv) any physical CPU used by a Web server that is managed by Foglight; (v) any physical CPU used during the execution of Foglight Transaction Recorder players; (vi) any physical CPU used by an OS that Foglight is managing; (vii) any physical CPU that is executing a custom Foglight agent (either Quest-, customer-, or partner-created); or (viii) any physical CPU used by a Web server that end users pass through. Each time Licensee contacts Quest Technical Support and upon each renewal Maintenance Period (the "Reporting Dates"), Licensee must report to Quest its usage of the Managed Physical CPU Software (the "Usage Reports"). Failure to submit Usage Reports on the Reporting Dates shall constitute a material breach of the Agreement.
Managed Port	One (1) Managed Port means one (1) physical network port that is managed by Foglight for either data link (Layer 2) or network (Layer 3) communications. The quantity of Managed Ports licensed equals the maximum permitted usage of the Software that is licensed on a Managed Port basis.
Managed Resource	Managed Resource Software is licensed and priced based on the total number of resources residing at the unique IP addresses which will be managed by the Software. Licensee may only use such Software to manage the number of resources on Licensee's network that is equal to or less than the corresponding quantity of managed resource indicated. Any usage beyond such amount shall obligate Licensee to pay Quest additional fees.
Managed Seat	A Managed Seat is defined as a computer, Terminal Server session, or other thin-client session and the total number of seats should be determined by those managed or administered by the Software.
Managed Server	Licensee may use each Managed Server Software license granted by Quest for one managed server. A managed server is any computer running a server version of a Microsoft or other operating system. The Managed Server license is non-transferable and may not be transferred to another server except in the event of the replacement of that server hardware in its entirety.
Managed User	Licensee may use each Managed User Software license granted by Quest for one managed user. A managed user is any full-time, part-time, or contract employee, or contractor of Licensee with one or more LAN or WAN accounts capable of being managed by the Software. The license is non-transferable and may not be transferred from a managed user to another individual after one managed user's system has been managed by the Software, but may be used multiple times for the same managed user.
Managed Workstation	Licensee may use each per Managed Workstation Software license granted by Quest for one Managed Workstation. A Managed Workstation is any computer running a workstation version of a Microsoft or other operating system. Any usage beyond this scope shall obligate Licensee to pay Quest additional fees.
Migrated Mailbox	Software licensed by Migrated Mailbox may be used for only one migration project to migrate up to the number of Mailboxes for which licenses have been purchased. One Migrated Mailbox license is required for each Mailbox (as defined below) to be Migrated (as defined below) within Licensee's organization. A "Mailbox" is defined as the data associated with a single, unique, primary Internet electronic mail address, and to "Migrate" a Mailbox means to convert one or more mail stores, archives, or personal address books related to the Mailbox.

Migrated User	Software licensed by Migrated User may be used for only one migration project to migrate up to the number of Migrated Users for which licenses have been purchased. Each Migrated User license may be used to migrate only one person's account. A Migrated User is any full-time, part-time, or contract employee, or any contractor of Licensee with one or more LAN or WAN accounts on Licensee's network capable of being migrated from one domain to another domain or from one directory to another directory.
Migrated User Account	Software licensed by Migrated User Account may be used for only one migration project to migrate up to the number of Migrated User Accounts for which licenses have been purchased. A Migrated User Account is a single Windows-based user account to be migrated.
Migrated Sametime User	Software licensed by Migrated Sametime User may be used for only one migration project to migrate up to the number of Migrated Sametime Users for which licenses have been purchased. Each Migrated Sametime User license may be used to migrate only one person's account. A Migrated Sametime User is any full-time, part-time, or contract employee, or any contractor of Customer with one or more LAN or WAN accounts on Customer's network capable of being migrated from one application to another.
MIPS Based Licensing	Any Software licensed on a per MIPS basis may only be used on the mainframe for which the Software is originally licensed, and such mainframe may not have a processing capability in excess of the MIPS range indicated in the license granted by Quest.
Mobile Device	Mobile Device Software is licensed and priced based on the total number of Mobile Devices in the Licensee's environment. Licensee may only use such Software to manage a number of Mobile Devices in Licensee's environment that is equal to or less than the corresponding quantity of Mobile Device Software licenses granted by Quest. A "Mobile Device" is a <u>handheld device</u> from any manufacturer used primarily for its <u>wireless e-mail</u> , contact management and telephone capability.
Monitored Node	Licensee may use each Monitored Node Software license granted by Quest on one node. A node is any device connected to a computer network, including but not limited to a computer, server, router, switch, PC, personal digital assistant (PDA), cell phone, or various other network appliances. On an IP network, a node is any device with an IP address. The Monitored Node license is non-transferable and may not be transferred to another node except in the event of the replacement of the original node in its entirety.
MQ Processor Socket	Each license granted on a per MQ.NET Processor Socket basis may be used by Licensee in combination with one processor socket (as defined below) and requires Licensee to provide Quest with Usage Reports as described below. Any usage beyond this scope shall obligate Licensee to pay Quest additional fees. An MQ processor socket is defined as (i) each socket IBM WebShpoere MQ installed and managed by the Software; (ii) any socket used by an OS that Foglight is managing; or (iii) any socket that is executing a custom Foglight agent (either Quest-, customer-, or partner-created). Each time Licensee contacts Quest Technical Support and upon each renewal Maintenance Period (the "Reporting Dates"), Licensee must report to Quest its usage of the Processor Socket Software (the "Usage Reports"). Failure to submit Usage Reports on the Reporting Dates shall constitute a material breach of the Agreement.
MSP	For MSP Licenses, (a) Customer shall be solely responsible for supporting its Client, including but not limited to, conducting all activities required to install the Software and for providing any training to its Client and any system integrators regarding the installation, use and operation of the Software; (b) Customer agrees that all such support and training shall be conducted in accordance with generally accepted industry standards and Customer's best practices and that Customer may be required to undergo training, at Customer's expense, for certain Software; (c) Customer agrees to maintain the facilities, resources and experienced personnel necessary to fulfill its obligations under this Agreement and to maintain the operating system, computer hardware and network on which the Software resides in good operating condition; (d) Customer agrees that its information technology assets will be fully capable of supporting the use anticipated under the applicable Order; (e) Customer will provide Management Services to its Client in a manner that does not degrade the goodwill and reputation of Quest or the Software and will not undertake any action that would impair or disrupt Quest's relationship with its customers or potential customers; and (f) Customer will make no representations or warranties related to the Software in excess of Quest's representations or warranties contained in this Agreement. In the event Customer acquires a perpetual MSP License, Customer may assign the Software to its Client for the Clients' internal use, provided that (i) Customer obtains Quest's prior written consent for the assignment, and (ii) the Client agrees to be bound by Quest's then-current license agreement. Customer understands and agrees that Customer shall have no right to charge a fee to its Client for such an assignment

	and that following such an assignment, Customer shall have no further rights to use the assigned Software and the applicable License shall terminate in accordance with the terms of this Agreement. Any attempted transfer or assignment of the Software to a Client in violation of the foregoing shall be null and void.
MySQL Pro Database	Customer understands and agrees that the MySQL Pro Database that is delivered with Foglight is to be used solely with Foglight and that all use of the MySQL Pro Database shall be governed by the terms and conditions of the Agreement.
Multifactor User	Each license granted on a Multifactor User basis may only be used by Licensee in connection with an existing QAS User Account license to authenticate one QAS User Account (as defined below) using smart card or other multifactor methods supported by Quest's QAS software. A QAS User Account is defined as a Unix-enabled user account within Active Directory utilizing the QAS software and used by one person. Any usage beyond such amount or by other Active Directory user accounts will obligate Licensee to pay Quest additional fees.
Named User Based Licensing	Software licensed on a Named User basis may only be used by a specific individual authorized by Customer to access the Software regardless of whether the individual is actively accessing the Software at any given time. If so specified in the Software description, Software licensed by Technical Named User shall be granted full access to and use of the Software while a Functional Named User shall be limited to use for the purposes of management reporting, and central audit and artifact repository use and may not access or use the version control component of the Software or (1) Check-in/Check-out objects; (2) Archive objects; or (3) Migrate objects functionality.
.NET Application Managed Physical CPU	A .NET Application Managed Physical CPU is defined as each physical processor of either a client machine or server on which an application that is hosted by the Microsoft .NET Framework is installed and managed by the Software. Software licensed on a per .NET Application Managed Physical CPU basis may be transferred from one CPU to another running an operating system of the same type for which it was originally licensed, client machine or server.
.NET Processor Socket	Each license granted on a per .NET Processor Socket basis may be used by Licensee in combination with one processor socket (as defined below) and requires Licensee to provide Quest with Usage Reports as described below. Any usage beyond this scope shall obligate Licensee to pay Quest additional fees. A .NET processor socket is defined as (i) each socket of either a client machine or server on which an application that is hosted by the Microsoft .NET Framework is installed and managed by the Software; or (ii) any socket that is executing a custom Foglight agent (either Quest-, customer-, or partner-created). Software licensed on a per .NET Processor Socket basis may be transferred from one socket to another running an operating system of the same type for which it was originally licensed, client machine or server. Each time Licensee contacts Quest Technical Support and upon each renewal Maintenance Period (the "Reporting Dates"), Licensee must report to Quest its usage of the Processor Socket Software (the "Usage Reports"). Failure to submit Usage Reports on the Reporting Dates shall constitute a material breach of the Agreement.
Nexus	Each Nexus Software license may be installed by Licensee on one server. Licensee may transfer the Software among various servers provided that the Software is not at any time installed on a number of servers that is greater than the corresponding quantity of Nexus licenses granted by Quest.
Node Locked	For each Node Locked license granted, Licensee may (i) install the Software on the platform indicated in the license granted by Quest, and (ii) use the Software on the specific machine designated by Licensee at the time the license is activated. The console may be installed on a separate machine which also shall be designated by Licensee at the time the Software is activated. Each pairing of the analysis engine with a console may be used by only one Named User.
Operating System Environments ("OSE")	A Operating System Environments ("OSE") is all or part of an operating system instance, running or installed directly on a physical, virtual or otherwise emulated device, that enables unique identity (primary computer name or similar unique identifier) or separate administrative rights, and/or instances of applications, if any, configured to run on the operating system instance or parts identified above. A physical device/system can have either or both of the following: (1) one physical OSE and/or (2) one or more virtual OSEs.
Per Connector	A connector is defined as software allowing one way, or bi-directional, alert / event synchronization between two designated third party management platforms / frameworks. For each connector license granted, Licensee may only use the Software to connect one designated third party management platform / framework to a second, third party management platform / framework.

Per Organization	Licensee may install the Products at any location which is owned by, operated by, or managed on behalf of Licensee. Consultants and Affiliates of Licensee may use the Products solely for the benefit of Licensee, provided the original scope is not exceeded.
Production Environment	For each Production Environment license granted, Licensee may use the applicable Software on one production environment and on an unlimited number of Licensee's non-production environments in support of that production environment (such as for testing and/or development). A production environment is defined as one application installation based on one production database instance.
Published Object	The Published Objects Software is licensed and priced based on the total number of published objects to be managed by the Software. Licensee may only use such Software to manage Licensee's network containing a number of published objects that is equal to or less than the corresponding quantity of Published Objects Software licenses granted by Quest.
QAS Server	Each license granted on a QAS Server basis may only be used by Licensee on one QAS-enabled Unix/Linux server, which is defined as any computer, or if the computer runs multiple virtual computer images, each instance of a virtual computer image running Unix and/or Linux with QAS client software installed and functioning primarily as a server and/or having concurrent login sessions that originate from five (5) or more QAS User Accounts. A QAS Server license may not be used on a QAS-Enabled Mainframe Partition or a QAS-Enabled Cluster System. A "QAS-Enabled Mainframe Partition" is defined as an IBM s/390 or zSeries Logical Partition (LPAR) that utilizes QAS client software in multiple virtual computer images. A "QAS-Enabled Cluster System" is defined as a computer configured with a master administrative system image that utilizes the QAS client software while also controlling access to and authentication for any number of slave processing images.
QAS User Account	Each license granted on a QAS User Account basis may only be used by Licensee to manage one QAS user account, which is defined as a Unix-enabled user account within Microsoft® Active Directory utilizing the QAS software that is used by one person. Licensee may only install QAS client software on one Unix or Linux workstation for every QAS User Account license purchased. Any usage beyond such amount or by other Active Directory User Accounts will obligate Licensee to pay Quest additional fees.
QSJ User Account	Each license granted on a QSJ User Account basis may be used by Licensee to authenticate one QSJ Single Sign-on for Java User Account, which is defined as a user account within Microsoft® Active Directory (use limited to one person) which uses the QSJ Single Sign-on for Java Server software to authenticate a network connection.
QSJ Server	At least one QSJ Server license is required to use the QSJ Single Sign-on for Java product. Each license granted on a QSJ Server basis may be used by Licensee on one Vintela Single Sign-on for Java Server, which is defined as any machine, physical or virtual, running a software application that employs QSJ Single Sign-on for Java server-side components to authenticate users in Microsoft Active Directory.
Quest GSS-API User Account	Each license granted on a Quest GSS-API User Account basis may be used on one GSS-API enabled user's Windows desktop for GSS-API authentication. A QAS Standard User or UNIX/Java Application User license is required to authenticate to an Authentication Services enabled remote server (e.g. an SAP R/3 host).
Resulted Migrated User Account	Software licensed on a Resultant Migrated User Account basis is licensed and priced based upon the number of migrated user accounts to which one or more Unix identities are resolved. A Unix identity may be a single person or process. Once a license has been resolved to a migrated user account, that license may not be reused, regardless of whether such account is deleted or reassigned.
Seat	For each Seat license granted, one individual user shall be authorized to (i) install the Software on one personal computer or one portable device, and (ii) use the Software solely for the benefit of Licensee. In the event Licensee installs the Software on a network storage device, or a virtualized or shared environment (such as a Citrix server), a Seat license is required for each individual user that may access and use the Software. For each additional device or individual user that accesses and uses the Software in excess of the number of devices or users permitted herein, Licensee shall be required to purchase additional Seats.
Server Agent	The quantity of Server Agent licenses granted indicates the maximum permitted CPU quantity on the single application server tier upon which the Software may be used.
Server or Tier	For each Server license granted, Licensee may use the Software on the server for which it is originally licensed, and, if the license fee for the Software is determined by reference to a tier or other criterion ("Tier"), such Software may be used only on a computer included within the Tier specified by Quest. Upon Quest's prior written consent the Software may be transferred

	from one computer to another computer; provided, however, that if Licensee transfers such Software to another computer of a higher Tier than the Tier for which it was originally licensed, Licensee shall become obligated to pay to Quest an additional license fee for such Software.
Site	For each Site license granted, Licensee may use the Software without limitation as to the size or number of computers located at the "Ship To" site designated by Quest.
Source Code	<p>Any Source Code licenses shall be granted pursuant to the terms and conditions of the Quest Software, Inc. Source Code License Agreement which has been made available to Licensee via Quest's website at http://www.quest.com/sla/sourcecode, and which for the purposes of the Source Code, shall be defined as the "Agreement".</p> <p>For each Source Code license granted, Licensee may use one copy of the Source Code to derive compiled code therefrom (the "Compiled Code") on a single computer after properly registering that computer with Quest. Licensee must purchase additional Source Code licenses for each machine on which Source Code or Compiled Code is used. The Source Code is confidential and proprietary to Quest, and may only be used by or disclosed to those persons in Licensee's organization who have a need to know and who are bound by a written obligation of confidentiality.</p>
Source Server	Licensee may use each Per Source Server license for each source server that hosts data to be migrated to a target environment. A Per Source Server license cannot be transferred to another server except in the event of the replacement of the original server hardware in its entirety.
Standalone Base Server	For each Standalone Base Server license granted, Licensee may install and use the Software on a single designated server in connection with an unlimited number of applications and in connection with the number of client machines separately licensed by Licensee. The server upon which the Software may be used shall be designated by Licensee at the time the license is activated. The license may not be clustered or integrated with application servers.
StorageXpert	StorageXpert Software is licensed and priced based upon the storage capacity of Licensee's operating system and may only be used on an operating system of Licensee which does not exceed the Tier licensed by Quest.
Terabyte	<p>The quantity of Terabyte licenses granted by Quest indicates the maximum permitted usage of the Software. Terabyte license usage is measured by the amount of Terabytes of file data within Licensee's environment that is within the scope of the relevant Software.</p> <p>The software license(s) for BridgeHead software are granted under the terms and conditions of the BridgeHead Software License Agreement which has been made available to Licensee at www.bridgeheadsoftware.com/downloads/support/EULA.txt and which, for the purposes of the BridgeHead software, shall be defined as the "Agreement". Any maintenance services, warranties, delivery, or other terms related to the BridgeHead software shall be as described in the Agreement.</p>
Term	The Term license grant shall be (i) non-perpetual, (ii) commence on the effective date of the order, and (iii) continue for the specified period. At the end of the specified period the license shall terminate.
Terminal Server/Remote Desktop Services Host Server	Licensee may use each Software license granted by Quest on one computer running a Microsoft operating system with Terminal Services, the Terminal Server role, or Remote Desktop Services enabled, otherwise referred to as a Remote Desktop Services Host Server. The license may be moved to another computer, provided that it is removed from the computer from which it is transferred.
Virtual User	Virtual users represent a simulated user load that can be added to a licensed copy of Benchmark Factory. Additional virtual users represents the maximum concurrent simulated transactions that can be used by all licensed copies of Benchmark Factory at any single point in time during a test. The additional virtual users may only be used by the licensee in the geographical time zone in the "Ship To" address used by Quest.
Web Farm User	Each Web Farm User license provides one individual user within Licensee's organization with defined access to one SharePoint web farm. Each SharePoint web farm that a user intends to access requires a separate Web Farm User license.

Workstation	Workstation Software may be installed on any number of client machines. However, the quantity of Workstation licenses granted by Quest indicates the maximum number of users who may access the Software.
--------------------	---

Section 2- Product Terms by Product

Desktop Authority and/or Active Administrator	Notwithstanding anything contained herein to the contrary, Customer hereby agrees that (i) the Desktop Authority and/or Active Administrator product licensed from Quest is supported by ScriptLogic Corporation (“ScriptLogic”), (ii) unless otherwise agreed by the parties, the use of the Desktop Authority and/or Active Administrator product is governed exclusively by the terms of the ScriptLogic end user license agreement provided with the Desktop Authority and/or Active Administrator product (the “ScriptLogic Agreement”), (iii) the license fee for the Desktop Authority and/or Active Administrator product includes one year of Support (as Support is defined in the ScriptLogic Agreement) to be provided directly by ScriptLogic’s technical support team (web: www.scriptlogic.com/support or phone: (800) 813-6415), and (iv) the Support renewal fee for the Desktop Authority and/or Active Administrator product shall be calculated based on 25% of the then current list price of the Desktop Authority and/or Active Administrator product.
Defender Soft Token Per User	For each Defender Soft Token Per User license granted, one individual unique user shall be authorized to (i) install, and (ii) use the Software solely for the benefit of Customer. In the event Customer installs the Software on a network storage device, or a virtualized or shared environment (such as a Citrix server), a Defender Soft Token Per User license is required for each individual user that will install and use the Software. For each additional individual unique user that accesses and uses the Software in excess of the number of users permitted herein, Customer shall be required to purchase additional licenses.
Foglight	Notwithstanding anything otherwise set forth in the Agreement, and subject to the terms and conditions set forth in this paragraph, Customer shall have the right to customize the Foglight product using the utilities built into the Foglight product. Customer understands and agrees that (1) Customer shall only use such customizations in accordance with its license rights set forth in the Agreement; (2) Customer shall have no right to distribute, sell, license, lease, loan or rent any such customizations; (3) Customer shall have no right to remove, replace or modify in any way any trademark, copyright, patent, product name, logo or restricted rights notice that is included within Foglight; and (4) Customer shall have no right to add any other trademark, logo or service mark to any portion of the Foglight product (including but not limited to the user interface, dashboards, reports or agents) that is (i) in close proximity to any of Quest’s trademarks, logos or product names, (ii) larger in size than any of Quest’s trademarks, logos or product names, or (iii) combined with any of Quest’s trademarks, logos or product names.
Foglight Service Discovery & Dashboards, Foglight Network Device Management, Foglight Integrations for Openview and Netview Software	The Foglight Service Discovery and Dashboards, Foglight Network Device Management, Foglight Integrations for Openview and Netview Software includes components from IBM that are licensed by IBM under agreements located at http://www-03.ibm.com/software/sla/sladb.nsf/search .
JClass Software	JClass Software consists of either a JClass ServerChart and/or ServerGauge and/or ServerReport (each a “ServerViews Product”) or JClass DesktopViews, or any component thereof, (each a “DesktopViews Product”). JClass Software Restrictions: Licensee’s right to deploy the class libraries of the JClass Software are subject to the following limitations: (i) Licensee’s applications must be targeted at end-users and are not a development tool; (ii) the JClass Software must only be used as an internal component in end-user oriented user-interfaces; (iii) Licensee may not expose, directly or indirectly, any application program interfaces (“API’s”) that allow programmatic access to the class libraries of the Software to any end-user of the Licensee’s SV Applications and/or DV Applications (“Application” or “Applications”) of Licensee, and Licensee hereby acknowledge that the sublicense, resale, distribution or display of the source code of any

Application incorporating the JClass Software shall constitute the exposure of an API that is not permitted by the License Agreement; (iv) License shall not use Quest's name, logo or trademark to market Licensee's Applications; (v) Licensee includes a valid copyright notice on Licensee's Applications; (vi) Licensee may not distribute any Application in any fashion that would promote, encourage or allow reuse or redistribution of such Application, other than as permitted under the License Agreement.

ServerViews Products Development and Deployment Rights: A grant of license to use the ServerViews Product allows Licensee the development and deployment rights described in (a) and (b) below. Terms applicable to open source software which may be available with the ServerViews Product are outlined in (c) below.

- (a) **Development:** Licensee may install and use the ServerViews Product, only in bytecode form, on the number of CPUs for which the JClass Software is licensed and on the machines identified in the license confirmation provided to Licensee by Quest (the "License File") for the sole purpose of developing: (i) JavaServer Pages; (ii) Servlets (programs which are an extension of `javax.servlet.Servlet`); and (iii) stand-alone JavaTM Applications (collectively, the "SV Applications").
- (b) **Deployment:** Licensee may copy and deploy the class libraries of the ServerViews Product as an integral part of an SV Application, only in bytecode form, as follows: (i) if Licensee has purchased a CPU License, to the number of central processing units ("CPU's") to which the ServerViews Product is deployed (for greater certainty, fees are payable each time the ServerViews Product is deployed to a CPU, whether the CPU is owned, leased or otherwise operated by Licensee, Licensee's customer, or any other party using Licensee's SV Application); (ii) if Licensee has purchased a Departmental License, to any number of CPU's, for use solely by the department identified at the time of the order and by the License File; (iii) if Licensee has purchased a Project License, to any number of CPU's, provided that the class libraries of the ServerViews Product form an integral part of the SV Applications, identified at the time of the order, provided that the SV Applications are used for Licensee's internal purposes only and not resold, sublicensed, or distributed to third-parties; and (iv) if Licensee has purchased an OEM/ISV License, to any number of CPU's, provided that the class libraries of the ServerViews Product form an integral part of the SV Applications identified at the time of the order, which SV Applications may be resold, sublicensed or distributed by Licensee.
- (c) **Open Source Software:** The ServerViews Product may include two modules of open source software which Licensee may install at Licensee's election: Jakarta's "Tomcat" software (<http://jakarta.apache.org/tomcat/>) and Eteks' "PJA Toolkit" software (<http://www.eteks.com>), which are found in the jakarta-tomcat, and pja_2.4 directories respectively. By installing, copying, or otherwise using such open source software, Licensee agrees to be bound by the terms of the respective license agreements governing such use. If Licensee does not agree to these license terms, Licensee may not install or use such modules. Quest provides no warranty for such open source software, and takes no responsibility for the open source software.

DesktopViews Products Development and Deployment Rights: A grant of license to use the DesktopViews Product allows Licensee the development and deployment rights described below:

- (a) **Development:** Licensee may install and use the DesktopViews Product, only on the machines identified in the License File, to develop applets and stand-alone JavaTM applications (the "DV Applications"); and
- (b) **Deployment:** Licensee may copy and deploy the class libraries of the DesktopViews Product as an integral part of Licensee's DV Applications, in bytecode form, to additional machines, and, if Licensee has purchased an OEM/ISV License such DV Applications may be resold, sublicensed or

	<p>distributed by Licensee.</p> <p>Deployment and Use: For purposes of the JClass Software, the Software shall be deemed “deployed” to a CPU when it is loaded into temporary memory (i.e. RAM) or installed into permanent memory (e.g. hard-disk CD-ROM, or other storage device) of a computer in which the CPU is resident. The Software shall be deemed to be “in use” on a computer when it has been loaded into an integrated development environment or it has been compiled, regardless of whether or not the Software has been compiled directly or compiled indirectly as a result of being incorporated into other software that is compiled directly.</p> <p>Source Code: If Licensee has licensed the JClass Software in source code form (the “Source Code”), the Source Code license shall be granted pursuant to the terms and conditions of the Quest Software, Inc. Source Code License Agreement which has been made available to Licensee via Quest’s website at http://www.quest.com/sla/sourcecode, and which for the purposes of the Source Code, shall be defined as the “Agreement”. For each Source Code license granted, Licensee may use one copy of the Source Code to derive binary code therefrom (the “Binary Code”), on a single computer, after registration of that computer’s CPU identification with Quest. Licensee must keep the copy of the Source Code confidential and may not copy or distribute the Source Code or the Binary Code unless Licensee purchases additional licenses for each machine on which the Source Code or Binary Code is used. The Source Code is very confidential, and proprietary to Quest, and may only be used or revealed in Licensee’s organization to those persons who have a need to know, and are under a written obligation of confidentiality.</p> <p>Transfer Policies: Licensee will only be permitted to transfer the JClass Software from the machine identified at the time of ordering the JClass Software to another machine no more than once per year, and provided that Licensee follows the transfer procedure set forth on Quest’s Java Products web site, and provided that Licensee has ordered a Maintenance Subscription from Quest for the period during which such change is made and no invoice due to Quest is in arrears. Under no circumstances may Licensee permit the JClass Software to be installed, at any one time, on a number of machines in excess of the number identified in the ordering document. Licensee must also confirm that the License File installed on the original machine has been erased and will no longer be used once Licensee transfers the JClass Software to another machine.</p> <p>Copyright Limitations: All title and copyrights in and to the JClass Software (including but not limited to any images, photographs, animations, video, audio, music, text, and “applets” incorporated into the JClass Software), the accompanying printed materials, and any copies of the JClass Software are owned by Quest or its suppliers. The JClass Software may contain materials owned by Sun Microsystems, Inc. If so, all title in and copyright to the Java™ Technology are owned or licensed by Sun Microsystems, Inc., all rights reserved.</p> <p>Special Disclaimer for High-Risk Activities: The JClass Software is not designed or intended for use in high-risk activities including, without restriction, on-line control of aircraft, air traffic, aircraft navigation or aircraft communications; or in the design, construction, operation or maintenance of any nuclear facility. Quest and its suppliers specifically disclaim any express or implied warranty of fitness for such purposes or any other purposes.</p>
<p>Knowledge Portal Report Pack for Cobit Enterprise License</p>	<p>Licensee may install and use the Software for an unlimited number of concurrent sessions.</p>
<p>Hardware (including Dell Hardware)</p>	<p>In the event Customer acquires Hardware under the Agreement, title to such Hardware shall pass to Customer upon shipment (unless such Hardware is rented, leased or loaned to Customer). Unless otherwise stated herein, Hardware shall be warranted in accordance with the warranty document delivered with the Hardware. In the event Customer acquires Hardware that is delivered with a third party warranty (“Third Party Warranty”), Customer will rely solely on the applicable third party for all Third Party Warranty obligations.</p>
<p>Instant Messaging Network Terms of Use</p>	<p>Customer understands and agrees that the Agreement does not modify or discharge Customer from compliance with the terms and conditions governing Customer’s use of any third party instant messaging service (“Instant Messaging Agreement”). Customer hereby agrees to comply with all applicable Instant Messaging Agreements, (ii) that Quest shall not be liable for Customer’s violation of an Instant Messaging Agreement, and (iii) to indemnify and hold Quest harmless from any liability related to Customer’s violation of an Instant Messaging</p>

	Agreement. In addition, Customer understands and agrees that the Agreement does not guarantee the availability of any instant messaging networks and that Quest shall not be liable for any outages, discontinued services or termination of service by such third-party instant messaging providers.
MYSQL Pro Database	Customer understands and agrees that the MySQL Pro Database that is delivered with Foglight is to be used solely with Foglight and that all use of the MySQL Pro Database shall be governed by the terms and conditions of the Agreement.
OnWatch	Software license(s) for the OnWatch products are granted under the terms and conditions of the Systems Management Associates Software License and Support Agreement which has been made available to Licensee at www.systemman.com/sla . Quest shall not have any obligation under the License Agreement or otherwise with regard to the OnWatch products, including but not limited to the obligation to warrant, support or provide indemnification protection for the OnWatch products.
OML License	Before accessing Microsoft MOM server software, Licensee must read and accept the Microsoft Operations Manager 2005 license agreement for Operations Management Licenses (OMLs). A copy of the license agreement for OMLs may be found at www.Vintela.Com/oml . By exercising any right described in the license agreement for OMLs, Licensee agrees to the terms and conditions therein.
QAS or QSJ	For the purposes of this paragraph, "you" means Licensee. If you obtain services, including logon, authentication, authorization and group policy services from Microsoft operating system products, you need to purchase additional licenses to use such products. Consult the license agreements for the Microsoft operating system products you are using to determine which licenses you must acquire. If you have already purchased the licenses required by Microsoft to use the Microsoft operating system products, this clause does not require you to purchase additional licenses.
QMX for SMS, or QMX for Configuration Manager 2007 or QMX Additional Microsoft License Requirements	For the purposes of this paragraph, "you" means Licensee. If you obtain services, including systems management services, from Microsoft Systems Management Server or Microsoft Configuration Manager 2007 products, you need to purchase additional licenses to use such products. Consult the license agreements for the Microsoft Systems Management Server or Microsoft Configuration Manager 2007 products you are using to determine which licenses you must acquire. If you have already purchased the licenses required by Microsoft to use the Microsoft Server products, this clause does not require you to purchase additional licenses.
QMX for SCOM, and QMX for SCCM Additional Microsoft License Requirements	Customer understands and agrees that QMX for SCOM and QMX for SCCM may contain the following Microsoft products: System Center Operations Manager and System Center Configuration Manager (the "Microsoft Products"). The rights and restrictions set forth in the Agreement that apply to the Quest Products shall apply in the same manner to the Microsoft Products. In addition, high risk use of the Microsoft Products is not permitted, including but not limited to, use in or in conjunction with aircraft or other modes of human transportation, nuclear or chemical facilities, and Class III medical devices under the Federal Food, Drug and Cosmetic Act. Customer hereby consents to the disclosure of Customer information from Quest to Microsoft for the purpose of reporting to Microsoft that Customer has licensed a product containing the Microsoft Products from Quest. To the extent permitted under applicable law, all warranties and liability of Microsoft with respect to the Microsoft Products shall be disclaimed, including but not limited to (i) warranties of title, non-infringement, merchantability and fitness for a particular purpose, (ii) any implied warranty arising from course of dealing or usage of trade, (iii) any common law duties relating to accuracy or lack of negligence, (iv) any warranty that the Microsoft Products will operate in connection with the applicable Quest Product or on any Customer system, and (v) any liability for damages, whether direct, indirect, incidental or consequential, as a result of the use and/or installation of the Microsoft Products. Customer represents and warrants that (i) it is not licensing Microsoft Products separate and apart from the applicable Quest Product, (ii) that the copies of the Microsoft Products that it receives from Quest do not entitle Customer to maintain on its computer systems any more copies of the Microsoft Products than it previously licensed from Quest or Microsoft, and (iii) it possesses and will maintain sufficient quantities of fully valid Microsoft licenses to support the maximum number of users and devices that may access or use the applicable Quest Product under the terms of the Agreement. For purposes of the Microsoft Products, Microsoft shall be an intended third party beneficiary of the Agreement with the right to enforce warranties and any other provisions of the Agreement and to verify the compliance of the Customer with the same.
QMX SMSE Managed Server	For each QMX SMSE Managed Server license granted by Quest Customer may use defined QMX products for management of a licensed physical server, or up to the licensed numbers of

	OSEs running on a single physical server or device.
QMX SMSD Managed CPU	For each CPU running on a physical server or device, Customer must purchase the corresponding number of QMX-SMSD Managed CPU licenses and may use such licenses to manage an unlimited number of OSE running on such physical servers or devices.
Quest Policy Enforcer for Exchange	This software program is distributed with Oracle's Outside In technology (the "Oracle Software"). By using the Oracle Software, Licensee accepts the following terms and conditions: (1) The use of the Oracle Software is restricted to the scope of the application package and to Licensee's internal business operations; (2) Licensee is prohibited from (a) transferring the Oracle Software except for temporary transfer in the event of computer malfunction if the application package embeds the programs in a physical device; (b) assigning, giving, or transferring the Oracle Software and/or any services ordered or an interest in them to another individual or entity (and if Licensee grants a security interest in the Oracle Software and/or any services, the secured party has no right to use or transfer the programs and/or any services); and (c) timesharing, acting as a service bureau or subscription service, or providing rental use of the Oracle Software; (3) Licensee acknowledges that title to the Oracle Software does not pass to Licensee or any other party; (4) Licensee is prohibited from reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Oracle Software and is prohibited from duplicating the Oracle Software except for a sufficient number of copies of the Oracle Software for Licensee's use and one copy of the Oracle Software media; (5) Licensee hereby disclaims, to the extent permitted by applicable law, Oracle's liability for any damages, whether direct, incidental, or consequential, arising from the use of the Oracle Software; (6) upon termination of the Agreement, Licensee will discontinue use and destroy or return to Quest all copies of the Oracle Software and associated documentation; (7) Licensee will not publish any results of benchmark tests run on the Oracle Software; (8) Licensee will comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the Oracle Software, nor any direct product thereof, is exported, directly or indirectly, in violation of applicable laws; (9) The Oracle Software is subject to a restricted license and can only be used in conjunction with the application package and Licensee is not permitted to modify the Oracle Software; (10) Licensee will not require Oracle to perform any obligations or incur any liability not previously agreed to between Quest or its suppliers and Oracle; (11) Licensee will permit Quest to audit its use of the Oracle Software and report such use to Oracle; (12) Oracle is a third party beneficiary of the Agreement; (13) The Uniform Computer Information Transactions Act does not apply to Licensee's use of the Oracle Software; and (14) The Oracle Software may include source code that Oracle may provide as part of its standard shipment of the Oracle Software, which source code shall be governed by the terms of the Agreement.
Quest Web Parts for Sharepoint	<p>For the Quest Web Parts for Sharepoint licenses, Maintenance Services as defined in the "Agreement" shall only be available for the Software as delivered by Quest and only to those individuals who are currently trained by Quest in the use of Software. For clarification purposes, the design and usage of any application developed by any party using this Software is not supported by Quest unless otherwise mutually agreed upon by Quest and Licensee in a separate written agreement.</p> <p>Licensee understands and agrees that Quest's warranty obligations set forth in the Agreement shall extend solely to the Software as delivered from Quest and not to any applications developed as a result of the use of the Software. For clarification purposes, Quest shall have no warranty obligations whatsoever with regard to applications developed as a result of the use of the Software.</p>
STAT Unlimited Technical & Functional Users Promo License	The STAT Unlimited User license allows an unlimited number of Technical and Functional Named User to use the Software on as many Custom Applications, Peoplesoft and/or Oracle E Business Production Environments that Customer has separately licensed from Quest. A Custom Application shall mean any application other than Peoplesoft or Oracle E business applications.
Toad for Oracle	At Quest's discretion, Toad for Data Analysts ("TDA") may be included with Toad for Oracle. In the event TDA is delivered with Toad for Oracle, Customer understands and agrees that (i) TDA is separate and independent from Toad for Oracle, (ii) future versions of Toad for Oracle may not include TDA, (iii) TDA may not be supported for the same duration as Toad for Oracle, and (iv) TDA must be used by Customer on the same seat as the Toad for Oracle seat. In addition, and at Quest's discretion, Toad Data Modeler ("TDM") may be included with Toad for Oracle. In the event TDM is delivered with Toad for Oracle, Customer understands and agrees that (i) TDM is separate and independent from Toad for Oracle, (ii) future versions

	of Toad for Oracle may not include TDM, (iii) TDM may not be supported for the same duration as Toad for Oracle, and (iv) TDM must be used by Customer on the same seat as the Toad for Oracle seat.
Toad for Oracle Freeware	The Toad for Oracle Freeware version may be used for a maximum of five (5) Seats within Customer's organization and expires each sixty (60) days after the date of its initial download ("Freeware Term"). Upon expiration of the Freeware Term, the same 5 Seats may be downloaded again by the same users for the Freeware Term. For more than five (5) users within an organization, Customer will need to purchase licenses of Commercial Toad for Oracle. This Freeware license does not entitle Customer to receive hard-copy documentation, technical support, telephone assistance, or enhancements or updates to the Freeware from Quest. The terms "Seat" and "Freeware" shall have the same meaning as defined herein.
Toad for Data Analysis Freeware	The Toad for Data Analysts Freeware version may be used for a maximum of five (5) Seats within Customer's organization and expires each one hundred & twenty (120) days after the date of its initial installation ("Freeware Term"). Upon expiration of the Freeware Term, the same 5 Seats may be downloaded again by the same users for the Freeware Term. For more than five (5) users within an organization, Customer will need to purchase licenses of Commercial Toad for Data Analysts. This license does not entitle Customer to receive hard-copy documentation, technical support, telephone assistance, or enhancements or updates to the Freeware from Quest. The terms "Seat" and "Freeware" shall have the same meaning as defined herein.
Toad Prepaid Training	<p>Licensee hereby irrevocably agrees to pay for the training services specified in the relevant order documentation (the "Training Services"). The student and Licensee are jointly and severally liable for payment of all fees due to Quest. Students will be invoiced and pay in full for courses unless Quest has been notified in writing of the student's cancellation at least ten (10) working days before the commencement of the course. Quest reserves the right to vary or cancel a course at its discretion when necessary and will notify students accordingly as soon as reasonably practicable. The student shall have one hundred and eighty (180) days from the date of the relevant order documentation to use the Training Services and any Training Services not used within this time frame shall expire without right of refund.</p> <p>Any intellectual property which may be created by Quest while performing Training Services for Licensee, including, without limitation, ideas, know-how, techniques, enhancements or modifications to Quest's software source code or documentation, and any software scripts, shall be the property of Quest. Quest retains title and full ownership rights to all such intellectual property under the copyright laws of the United States, Canada or any other jurisdiction or under any federal, state, or foreign laws; however, Licensee shall be granted a perpetual, irrevocable, royalty-free, non-exclusive, non-transferable, non-sublicensable license to use such intellectual property for its internal business purposes.</p>
Token Hardware	The sole and exclusive warranty for the Tokens is as set forth in this paragraph. All other warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose are hereby disclaimed. Quest warrants that for a period of 12 (twelve) months (or, with regard to Go-3 Tokens, 36 (thirty six) months) following delivery by Quest (the "Warranty Period") the tokens are free from faults in manufacture and materials where such faults materially affect the use of the Tokens (the "Token Warranty"). Quest shall not be liable for defects in Tokens which are notified by Licensee after expiration of the Warranty Period, nor for any minor cosmetic faults where use of the token is still possible. This limited warranty does not apply to malfunctions attributable to (i) extrinsic causes such as natural disasters including fire, smoke, water, earthquakes or lighting, (ii) electrical power fluctuations or failures, (iii) abuse, misuse, accident, alteration, neglect or unauthorized repair or installation, or (iv) storage outside of +10 °C to +30 °C with 85% relative humidity in non-condensing conditions. Quest does not warrant that the Tokens operate without interruption or without error. Customer's exclusive remedy and Quest's sole obligation for any breach of the Token Warranty shall be for Quest to replace defective Tokens within a reasonable time or, where replacement is not reasonably possible, to refund the fees paid for the non-confirming tokens. Customer must return to Quest the non-confirming Tokens no later than fourteen (14) days after its receipt of the replacement Tokens.
VAS, VSJ, VMX	These products have been re-branded to QAS, QSJ, and QMX respectively.
Virtual Desktop	Licensee may use each Virtual Desktop license granted by Quest for one virtual desktop. A Virtual Desktop is defined as any computer running a Virtual Machine with one Guest Operating System installed. A Guest Operating System is an instance of a third-party operating system licensed by Licensee, and installed in a Virtual Machine and run using the

	Software. A Virtual Machine is an instance of a Guest Operating System and any application programs installed thereon, running on a computing device on which the Software is installed, or suspended to disk or any other storage media accessible by the computing device.
--	--

Notwithstanding anything otherwise set forth in the Agreement, the terms and restrictions set forth in the Agreement shall not prevent or restrict Customer from exercising additional or different rights to any source software that may be contained in or provided with the Products in accordance with the applicable open source licenses.

This Product Guide may be amended from time to time by Quest, provided, however, that the terms and conditions of this Product Guide that are in existence as of the date Quest accepts an order placed by Licensee or Customer shall apply to the specific Software referenced in such order regardless of any changes that are subsequently made to this Product Guide. Quest may use reasonable measures to audit and verify that Licensee's or Customer's use and deployment of the Software complies with the terms of the Agreement and this Product Guide. Any usage of Software beyond the scope of license granted by Quest shall obligate Licensee or Customer to pay Quest additional fees.

The maintenance services for those Software products that Quest has obtained through an acquisition or merger may, for a period of time following the effective date of the acquisition or merger, be governed by terms other than those Agreement. The applicable different terms, if any, shall be stated on www.quest.com/SupportLink.