

Product Guide

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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	<p>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.</p>
Defender Soft Token Per User	<p>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.</p>
Foglight	<p>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.</p>
Foglight Service Discovery & Dashboards, Foglight Network Device Management, Foglight Integrations for Openview and Netview Software	<p>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.</p>
JClass Software	<p>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”).</p> <p>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</p>

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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 Java™ 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 Java™ 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 distributed by Licensee.

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

	<p>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>
Knowledge Portal Report Pack for Cobit Enterprise License	<p>Licensee may install and use the Software for an unlimited number of concurrent sessions.</p>
Hardware (including Dell Hardware)	<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>
Instant Messaging Network Terms of Use	<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 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</p>

	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	For each CPU running on a physical server or device, Customer must purchase the

CPU	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, indirect, 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	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. 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.
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, Licensee 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 Licensee 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

	<p>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.</p>
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	<p>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.</p>
VAS, VSJ, VMX	<p>These products have been re-branded to QAS, QSJ, and QMX respectively.</p>
Virtual Desktop	<p>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.</p>

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