

## Product Guide

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### Section 1- Product Terms by License Type

<b>Access Device</b>	Software licensed by Access Device shall be based on the total number of Devices that will be used to access applications and desktops published by Vworkspace.
<b>Application Only User Acct</b>	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.
<b>Archive Mailbox</b>	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.
<b>Audited CPU</b>	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.
<b>Base Prod</b>	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.
<b>Concurrent Connection</b>	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.
<b>Concurrent User</b>	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.
<b>Concurrent Session</b>	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.
<b>Connected System Account</b>	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).
<b>CPU</b>	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.
<b>CPU Socket</b>	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.
<b>Data Base</b>	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.
<b>Defender Per User</b>	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.
<b>Defined SLO</b>	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.
<b>Device</b>	A Device shall mean any asset or object (physical or virtual) attached to the network that has at least one IP address. Devices that are discovered by Quest and then added to the list to be monitored are counted towards Customer's licensed Device limit, provided, however, that Quest shall not restrict licenses by the number of interfaces, ports, or services running on a Device.
<b>Enabled AD LDS User Acct</b>	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.
<b>Enabled User Acct</b>	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.
<b>Enterprise Base Server</b>	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.
<b>Freeware</b>	<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><b>License.</b> 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><b>Disclaimer of Warranty.</b> THE FREWARE 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, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THE AGREEMENT. NO USE OF THE FREWARE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.</p> <p><b>Fees and Taxes.</b> There is no fee for Customer's use of the Freeware in accordance with the</p>

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<b>Front-End Server</b>	<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>
<b>FTR-A Instance</b>	<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>
<b>Gigabyte</b>	<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 <a href="http://www.bridgeheadsoftware.com/downloads/support/EULA.txt">www.bridgeheadsoftware.com/downloads/support/EULA.txt</a> 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>
<b>Indirectly Managed Physical CPU</b>	<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>
<b>Install Host</b>	<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>
<b>Instance</b>	<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>
<b>Interface</b>	<p>An interface allows a Device to communicate to a computer network. Interfaces include switch ports, physical, virtual and sub-interfaces, VLANs and any other single point of network traffic.</p>
<b>IP SLA Source Device</b>	<p>An IP SLA Device is a Device that generates the packets to a destination.</p>

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<b>Mainframe</b>	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.
<b>Mainframe LPAR</b>	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.
<b>Managed Device</b>	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.
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<b>Managed Mailbox</b>	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.
<b>Managed Physical CPU</b>	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.
<b>Managed Port</b>	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.
<b>Managed Resource</b>	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.
<b>Managed Seat</b>	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.
<b>Managed Server</b>	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.
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<b>Managed Workstation</b>	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.
<b>Migrated Mailbox</b>	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.
<b>Migrated User</b>	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.
<b>Migrated User Account</b>	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.
<b>Migrated Sametime User</b>	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.
<b>MIPS Based Licensing</b>	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.
<b>Mobile Device</b>	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</u> device from any manufacturer used primarily for its <u>wireless e-mail</u> , contact management and telephone capability.
<b>Monitored Node</b>	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.
<b>MQ Processor Socket</b>	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.
<b>MSP</b>	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,

	<p>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.</p>
<b>MySQL Pro Database</b>	<p>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.</p>
<b>Multifactor User</b>	<p>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.</p>
<b>Named User Based Licensing</b>	<p>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.</p>
<b>.NET Application Managed Physical CPU</b>	<p>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.</p>
<b>.NET Processor Socket</b>	<p>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.</p>
<b>Nexus</b>	<p>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.</p>
<b>Node Locked</b>	<p>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</p>

	User.
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<b>Per Connector</b>	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.
<b>Per Organization</b>	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.
<b>Production Environment</b>	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.
<b>Published Object</b>	A Published Object is any object published by Microsoft Exchange, including but not limited to users, groups, and contacts. 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.
<b>QAS Server</b>	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.
<b>QAS User Account</b>	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.
<b>QSJ User Account</b>	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.
<b>QSJ Server</b>	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.
<b>Quest GSS-API User Account</b>	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).

<b>Resulted Migrated User Account</b>	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.
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<b>Source Server</b>	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.
<b>Standalone Base Server</b>	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.
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<b>Term</b>	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.
<b>Terminal Server/Remote Desktop Services Host Server</b>	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.
<b>Virtual User</b>	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.
<b>Web Farm User</b>	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.
<b>Workstation</b>	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

<b>Desktop Authority and/or Active Administrator</b>	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: <a href="http://www.scriptlogic.com/support">www.scriptlogic.com/support</a> 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.
<b>Defender Soft Token Per User</b>	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.
<b>Foglight</b>	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><b>Foglight Network Management System</b></p>	<p>For all Foglight Network Management System licenses the terms below shall apply. The terms herein shall take precedence over the terms of the Agreement. Capitalized terms not defined herein shall have the same meaning as those set forth in the Agreement.</p> <p>Foglight Network Management System is licensed per Interface.</p> <p>Customer is hereby notified that the Software may collect certain information from the Customer and transmit such information back to Quest. Such information may include, without limitation, statistics relating to how often the Software and tools are started and completed, performance metrics relating to the Software, and Software configuration settings. In addition, Customer is hereby notified that (1) the Software requires a registration process whereby machine specific identifiers (that have been encrypted and are unique but anonymous) such as the username and email address for the user are transmitted to Quest's licensing server to allow Quest to generate a unique key that is bound to the specific computer on which the Software may be used, (2) the Software will communicate with Quest's patching server and allow Customer to download patches when they are available, (3) the Software provides a 'Feedback' facility that allows Customer to send suggestions and ideas for improving the Software ("Feedback"), (4) the Software includes a mechanism to transmit information to Quest regarding unhandled exceptions, and (5) the Software makes connections to Quest servers to verify license validity. Customer hereby consents to the collection of such information by the Software, the transmission of such information to Quest, and the use of such information by Quest for any purpose without restriction, provided, however, that Quest will (i) not send IP address, host name, credential information, or anything about Customer's network to Quest servers for any purposes, (ii) not send the results of the monitoring or diagnostic tool runs to anything other than the Software, and (iii) encrypt credentials that are entered into the Software with 256-bit AES Encryption if Customer elects to save those credentials inside the Quest Encrypted Credential Store.</p>
<p><b>Foglight Service Discovery &amp; Dashboards, Foglight Network Device Management, Foglight Integrations for Openview and Netview Software</b></p>	<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 <a href="http://www-03.ibm.com/software/sla/sladb.nsf/search">http://www-03.ibm.com/software/sla/sladb.nsf/search</a>.</p>
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<b>Instant Messaging Network Terms of Use</b>	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 messaging providers.
<b>MYSQL Pro Database</b>	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.
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<b>QMX for SMS, or QMX for Configuration Manager 2007 or QMX Additional Microsoft License Requirements</b>	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.
<b>QMX for SCOM, and QMX for SCCM Additional Microsoft License Requirements</b>	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.
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<b>TOAD for Oracle</b>	<p>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)</p>

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