

QUEST SOFTWARE INC. PRODUCT GUIDE

This Product Guide states the usage rights and other terms associated with each Quest Product that you (“You” or “Customer” or “Licensee”) have purchased (the “Product Terms”). If You have an agreement with Quest that references the Licensing Guide, this Product Guide shall be deemed to be the Licensing Guide for that agreement.

The Product Guide is in three parts: License Types, Product Specific Terms, and Other Terms. While every Quest Product has a License Type, only some are subject to Product Specific Terms. Any capitalized terms within a License Type definition shall be as defined elsewhere in the Product Guide.

PART 1 - LICENSE TYPES	
Academic Department	An Academic Department is departmental organization within an institution of higher education (e.g., economics department, social sciences department).
Accelerated Connection	An Accelerated Connection is a connection between the Software and a firewall that is to be accelerated by the Software.
Access Device	An Access Device is a Device used to access applications and desktops published by vWorkspace. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
Administrator	An Administrator is a person who uses the Software for an administrative function. Software licensed by this License Type may be used by one User on an individual computer, on a network storage device, or in a virtualized or shared environment (such as a Citrix server).
Agent	An Agent is either (i) one Virtual CPU Socket or (ii) one Physical Server that is not running virtualization software, either of which is being managed by the Software.
APM Agent	An APM Agent is an item of Software deployed to monitor application transactions within an execution environment such as Java, .NET, or PHP.
Appliance	An Appliance is the computer on which the Software is delivered or on which the Software is used. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
Application Installer	An Application Installer is a single installer (such as Microsoft Standard Installer) that is imported to or created by the Software.
Application Only User Acct	An Application Only User Account is a User Account to be authenticated by the Software. The license quantity for Software licensed by this License Type must be at least the total number of accounts (regardless of account type) in the domain(s) or other logical group of accounts with which the Software is to be used.
Archive Mailbox	An Archive Mailbox is a mailbox that stores data moved by the Software to the archive environment.
Asset	An “Asset” is a Device that is not a computer and that is managed or monitored by the Software. For the purposes of this definition, a “Chromebook” is an Asset.
Asset Pack	An “Asset Pack” consists of 250 Assets.

Audited CPU	An Audited CPU is a CPU used by a database or an application that will be audited by the Software. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
Azure SQL Database	An Azure SQL Database is an Azure SQL Database monitored by the Software.
Backend Data Capacity	Backend Data Capacity is the data capacity of the storage device on the Appliance on which the Software is delivered.
Boomi Connection	A Boomi Connection is an integration between a component of the Software and another database, application, or API.
Cached Account	A Cached Account is an account credential cached by the Software on one or more Virtual Appliance(s).
Concurrent Connection	A Concurrent Connection is a single Connection to Customer's concurrent license server, regardless of the number of client machines on which the Software is installed.
Concurrent Monitored Instance	A Concurrent Monitored Instance exists for the time during which a SQL Server Instance is being monitored by the Software.
Concurrent Session	A Concurrent Session is the time during which a user is using the Software to load a particular page in a web browser.
Concurrent User	A Concurrent User is a User with a Concurrent Connection.
Connected Client	A "Connected Client" is a computer or thin client that uses the Software to access or connect to a peripheral device, whether such peripheral device is connected directly to the computer, the thin client, or accessed remotely over a network. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
Connected System Account	A Connected System Account is one (1) Active Directory Enabled User Account that is mapped to an account in a system connected to Active Directory (such as a user or a group). The license quantity for Software licensed by this License Type must be at least the total number of accounts (regardless of account type) in the domain(s) or other logical group of accounts with which the Software is to be used.
Connection	A Connection exists for the duration of a User's login to (or use of) the Software or Devices managed by the Software.
Connector	A Connector is software allowing one way, or bi-directional, alert / event synchronization between two designated third party management platforms / frameworks.
Core	A Core is an independent processing unit on a physical chip (that processes the main instructions on the computer) that can read and execute a set of processing instructions separately from other independent processing units on the same physical chip. The license quantity required for each device on which Software licensed by Core is installed must be the total number of Cores on each such device.
CPU	A CPU is a central processing unit that interprets computer program instructions and processes data. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
CPU Socket	A CPU Socket is a connector on a computer's motherboard that accepts a CPU and forms an electrical interface with it. Servers may contain one or more CPU Sockets. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
Customer	A Customer is the legal entity which purchased the license for the Software.
Data Capacity	Data Capacity is the amount of data capable of being stored on the Device utilized by the Software.
Database	A Database is 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.

Database Shard	A Database Shard is a process provisioned through or by a database software product related to load distribution, including but not limited to a master database process, replica database process, or process supporting a part of a database or clustered database.
Deployed Image	A Deployed Image is an Image deployed by the Software onto one computer. An Image is a copy of an operating computer environment created and distributed as a file or other digital object.
Desktop	A Desktop is one instance of a single user operating system on a single user computer.
Device	A Device is any physical or virtual machine or peripheral equipment connected to a network, including, but not limited to those which store, process, transmit, capture, or display data. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
Device Capacity	Device Capacity is the amount of data capable of being stored on the Device utilized by the Software.
Email User	An Email User is one person with an email mailbox, regardless of the number aliases that person has. Software licensed by this License Type may be used by one User on an individual computer, on a network storage device, or in a virtualized or shared environment (such as a Citrix server).
Enabled AD LDS User Acct	Enabled Active Directory (AD) Lightweight Directory Services (AD LDS) User Accounts are all the user accounts in the AD LDS instances to be managed by the Software. The license quantity for Software licensed by this License Type must be at least the total number of accounts (regardless of account type) in the domain(s) or other logical group of accounts with which the Software is to be used.
Enabled User Account	Enabled User Accounts are all the user accounts in the domain(s) to be managed by the Software, including, but not limited to, users' logon accounts, secondary accounts tied to users, administrative accounts, service accounts, test accounts, and iNetOrgPerson objects. The license quantity for Software licensed by this License Type must be at least the total number of accounts (regardless of account type) in the domain(s) or other logical group of accounts with which the Software is to be used.
Enabled User Object	Enabled User Objects are all the user account in the domain(s) to be managed by the Software.
Enterprise License	Software licensed by this License Type may be used on an unlimited number of devices within customer's organization.
Enterprise Base Server	The Enterprise Base Server is the designated server(s) on which the Software is installed and used with the number of client machines separately licensed by Customer. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
EPIC User	An EPIC User is a User with access and use rights to software separately licensed by Epic Systems Corp. Software licensed by this License Type is sold on a tiered basis. Customer must purchase the license tier associated with the total number of EPIC Users in their environment (e.g. 1-10000 EPIC USERS, 10001-50000 EPIC USERS, or 50001+ EPIC USERS). Software licensed by this License Type may only be used in conjunction with One Identity's Identity Manager Product and is subject to Product Specific Terms in Part 2 of the Product Guide.
External User	An External User is any User that is not an Internal User or IDM User, such as business partners, service providers, and customers.
Factored Core	A "Factored Core" is a Core multiplied by the applicable "Core Processing Licensing Factor" in the Oracle Core Factor Table as of the date of the installation of the Software. The Oracle Core Factor Table is currently published at http://www.oracle.com/us/corporate/contracts/processor-core-factor-table-070634.pdf . The license quantity required for each device on which Software licensed by Factored Core is installed must be the total number of Factored Cores on each such device.
Farm	A Farm is a collection of Servers that work in concert to provide a set of basic SharePoint services.
Front End Data Capacity	Front End Data Capacity is the amount of data capable of being managed by the Software on the Front End Server.

Front-End Server	A Front-End Server is a SharePoint server that accepts requests from clients and proxies them to the appropriate back-end SharePoint server for processing. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
Front End TB	A Front End TB is one terabyte of data to be duplicated or otherwise managed by the Software.
FTR-A Instance	An FTR-A Instance is an installation of the Software on a physical or virtual machine for script development or script playback. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
Functional Named User	A Functional Named User is a Named User that may only use the Software 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. Software licensed by this License Type may be used by one User on an individual computer, on a network storage device, or in a virtualized or shared environment (such as a Citrix server).
Host ID	Host ID means the specific computer on which the Software may be used. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
IDM Concurrent Session	An IDM Concurrent Session is created and exists for the duration of a user's connection, created by the Software, to a remote computer or Device.
IDM User	An IDM User is a person's account or a Service Account that uses or accesses the Software. A Service Account is an account used to provide access between application software and data. The license quantity for Software licensed by this License Type must be at least the total number of accounts (regardless of account type) in the domain(s) or other logical group of accounts with which the Software is to be used unless such accounts are otherwise licensed as an External User.
Inactive User	An Inactive User means a User who is marked in the Software as being inactive (e.g., Person table, "IsInactive" flag is set to True), and remains in the inactive state for the duration of the applicable license term. If the User is partially active for any portion of the license term, that User is counted as active and is not an Inactive User. If the Software does not have built-in functionality to mark a User as inactive, this License Type will not be valid for such Software and Users will be counted as active.
Indirectly Managed Physical CPU	An Indirectly Managed Physical CPU is a physical CPU on a physical Device that is managed by non-Foglight management tools and which send events or data to the Foglight Software. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
Installed Host	An Installed Host is a virtual or physical machine that has an associated IP address. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
Instance	An Instance is a database server executable existing independently of other database server executables.
Institution	An Institution is an educational institution.

Interface	An Interface allows a Device to communicate to a computer network. Interfaces include, but are not limited to switch ports, physical, virtual and sub-interfaces, VLANs and any other single point of network traffic. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
Internal User	An Internal User is any full-time, part-time, contract employee, or contractor of Customer.
IP SLA Source Device	An IP SLA Device is a Device that generates the packets to a destination. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
Keystone Application	A Keystone Application is a group of program or information objects assigned a unique application ID by the Software.
Keystone User	A Keystone User is the identity of a person or an object authenticated or authorized by the Software.
Limited Core CPU Socket	A Limited Core CPU Socket is a connector on a computer's motherboard that accepts integrated circuit packages containing up to four (4) Cores. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
Limited CPU Server	A Limited CPU Server is a server with no more than four (4) Limited Core CPU Sockets. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
Lite Managed Person	A Lite Managed Person is a Managed Person that is considered to be a limited use user (which may include retail location employees, manufacturing line workers, etc.) and have assigned "X" or fewer user accounts being managed by the Software. "X" will be the number of user accounts stated in the product description in the Order; and if no number is so stated, X will default to three (3). A Lite Managed Person cannot be a Managed External Person. If the Software does not have built-in functionality to count the number of user accounts that the employee or contractor has access to, this License Type will not be valid for such Software and all applicable employees and/or contractors will be counted as a standard Managed Persons. Also, if any employee or contractor has assigned more than "X" user accounts, as of the date of that assignment Customer must purchase or use a Managed Person license for that employee or contractor and that employee or contractor will no longer be counted as a Lite Managed Person.
Log Source Host ("LSH")	A Log Source Host ("LSH") is any host, server, or device (including virtual machines, active or passive networking devices, syslog-ng clients and relays, and so on) that is capable of sending log messages. Log Source Hosts are identified by their IP addresses, so virtual machines and vhosts are separately counted.
Machine ID	Machine ID means (i) for server based Software, the specific computer on which the Software may be used or (ii) for client based Software, the specific server with which the Software may be used. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
Mailbox	A Mailbox is a Microsoft Exchange mailbox.
Mainframe	A Mainframe is the IBM s/390 or zSeries engine and machine designated by Customer at the time the license is activated. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.

Mainframe LPAR	A Mainframe LPAR is a logical partition running on a Mainframe. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
Managed Account	A Managed Account is any account in the domain to be managed by the Software. The license quantity for Software licensed by this License Type must be at least the total number of accounts (regardless of account type) in the domain(s) or other logical group of accounts with which the Software is to be used.
Managed Computer (Mngd Comp)	A Managed Computer (Mngd Comp) is any computer, PC, Server, tablet, or smartphone tracked or managed by the Software. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
Managed Desktop (Application)	A Managed Desktop (Application) is a physical or virtual desktop on which one or more Applications being managed by the Software appear or are available. An Application is an item of software usable by the user of the Desktop.
Managed Device	A Managed Device is a Device with a unique IP address. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
Managed DNS Record	A Managed DNS Record is a DNS record managed by the Software.
Managed External Person	A Managed External Person is a person who is not a full-time, part-time, or contract employee, or contractor of Customer but who has one or more LAN, WAN, Cloud, or on-premises based account capable of being managed by the Software.
Managed GB	A Managed GB is one gigabyte (1,000,000,000 bytes) of information to be managed by the Software.
Managed Identity	A Managed Identity is a unique digital representation of a person or thing that is maintained in an identity repository.
Managed Mailbox	A Managed Mailbox is a mailbox within Customer's organization or information store, but excluding public folder mailboxes, system mailboxes and disabled mailboxes. The license quantity for Software licensed by this License Type must be at least the total number of accounts (regardless of account type) in the domain(s) or other logical group of accounts with which the Software is to be used.
Managed Node	A Managed Node is a single Appliance managed by the Software. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
Managed OS Instance	A Managed OS Instance means a single instance of an operating system, whether installed on a physical or virtual machine which is managed by the Software.
Managed Person	A Managed Person is any full-time, part-time, or contract employee, or contractor of Customer with one or more LAN, WAN, Cloud, or on-premises based accounts capable of being managed by the Software.
Managed Physical CPU	A Managed Physical CPU is (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. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.

Managed Port	A Managed Port is a physical network port that is managed by Foglight for either data link (Layer 2) or network (Layer 3) communications. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
Managed Resource	A Managed Resource is a resource residing at the unique IP addresses which will be managed by the Software.
Managed Seat	A Managed Seat is a computer, Terminal Server session, or other thin-client session to be managed or administered by the Software.
Managed Secret	A Managed Secret is a secret managed by the Software.
Managed Server	A Managed Server is any computer running a server version of a Microsoft or other operating system. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
Managed TB	A Managed TB is one terabyte (1000 Managed GBs) of information to be managed by the Software.
Managed User	A Managed User is a person with defined access on the source or target environment.
Managed User Account	A Managed User Account is an account associated with a person in the domain to be managed by the Software.
Managed Workstation	A Managed Workstation is any computer running a workstation version of a Microsoft or other operating system. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
Migrated Archive Mailbox	A Migrated Archive Mailbox is an email mailbox which Customer has archived that is migrated by the Software. Software licensed by this License Type may only be used for one migration project (from one environment to another environment).
Migrated Database	A Migrated Database is a database to be migrated by the Software. Software licensed by this License Type may only be used for one migration project (from one environment to another environment).
Migrated GB	A Migrated GB is one gigabyte (1,000,000,000 bytes) of information to be migrated by the Software. Software licensed by this License Type may only be used for one migration project (from one environment to another environment).
Migrated TB	A Migrated TB is one terabyte (1000 Migrated GBs) of information to be migrated by the Software. Software licensed by this License Type may only be used for one migration project (from one environment to another environment).
Migrated Team	A Migrated Team is a Team in the Microsoft Teams platform to be migrated by the Software. Software licensed by this License Type may only be used for one migration project (from one environment to another environment).
Migrated Mailbox	A Migrated Mailbox is the data associated with a single, unique, primary Internet electronic mail address to be migrated by the Software. Software licensed by this License Type may only be used for one migration project (from one environment to another environment).
Migrated Sametime User	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. Software licensed by this License Type may only be used for one migration project (from one environment to another environment).
Migrated User Account	A Migrated User Account is a single Windows-based or Cloud-based service (e.g., Office 365, Google App, Jive) user account to be migrated. Software licensed by this License Type may only be used for one migration project (from one environment to another environment).
Migrated Workstation	A Migrated Workstation is any computer running a workstation version of a Microsoft operating system to be migrated by the Software. Software licensed by this License Type may only be used for one migration project (from one environment to another environment).

MIPS Based Licensing	MIPS (millions of instructions per second) is the speed of the processor on the mainframe on which the Software is installed. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
Monitored Core	A Monitored Core is a Core on a server containing an Object to be monitored by the Software.
Monitored Host	A Monitored Host is a Host with a unique IP address that is monitored by the Software. A Host is a virtual or physical computer that is used to run processes, systems, databases, applications, or for other multi-user purposes.
Monitored Instance	A Monitored Instance is an Instance monitored by the Software and exists for the time during which a database Instance is being monitored by the Software.
Monitored Limited Core CPU Socket	A Monitored Limited Core CPU Socket is a Limited Core CPU Socket on a server containing an Object to be monitored by the Software.
Monitored Node	A Monitored 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 other network appliance, that is monitored by the Software.
Monitored Server	A Monitored Server is a Server monitored by the Software.
Monitored Target	A Monitored Target is a Named Instance, Azure SQL Database, Database Shard, or Warehouse Node monitored by the Software.
Monitored User	A Monitored User is one user account defined in the XenDesktop management server being monitored by the Software.
MQ Processor Socket	An MQ Processor Socket is a CPU Socket on which IBM WebSphere MQ is installed and which is managed by the Software. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
Multifactor User	A Multifactor User is a QAS User Account using smart card or other multifactor methods. The license quantity for Software licensed by this License Type must be at least the total number of accounts (regardless of account type) in the domain(s) or other logical group of accounts with which the Software is to be used.
Named Computer	A Named Computer is a named end-user computing device. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
Named Instance	A Named Instance is each instance of a database, operating system, or application which is monitored by the Software, without regard to concurrent use.
Named Server	A Named Server is a named Server that is patched and managed by the Software. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
Named User	A Named User is an individual specifically authorized to use the Software. Software licensed by this License Type may be used by one User on an individual computer, on a network storage device, or in a virtualized or shared environment (such as a Citrix server).
.NET Application Managed Physical CPU	A .NET Application Managed Physical CPU is a CPU 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 by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.

.NET Processor Socket	A .NET processor socket is (i) each CPU 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 CPU Socket that is executing a custom Foglight agent (either Quest-, customer, or partner-created). Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
Network Flow Device	A Network Flow Device is an information processing network switching device, such as NetFlow. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
Nexus	A Nexus is a server upon which the Software is installed. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
Node	A Node is any Device connected to a computer network, including but not limited to a computer, server, router, printer, switch, PC, personal digital assistant (PDA), cell phone, or other network appliance, that is managed or monitored by the Software.
Non-Production or Non Prod	A Non-Production or Non Prod license may be used only as part of internal development and test environments, including and limited to testing, performance tuning, quality assurance, benchmarking, staging, and/or development.
NV Front End Capacity	NV Front End Capacity is the amount of data on the source computer to be backed up or de-duplicated by the Software.
OL Adaptive Rate Multiplier	Each OL Adaptive Rate Multiplier license shall increase, by a multiple of 1, the default rate limit for an endpoint for purposes of increasing capacity for calls to the Software platform within the stated time period in the rate limit.
OL Connector	An OL Connector is a data transfer mechanism between the Software platform and an application or directory.
OL Delegated Admin User	An OL Delegated Admin User is a unique User who has been granted an elevated privilege create by the Software's Delegated Admin feature. Software licensed by this License Type may be used by one User on an individual computer, on a network storage device, or in a virtualized or shared environment (such as a Citrix server).
OL Monthly Active User	OL Monthly Active User measures the number of Active Users for a calendar month. An Active User is an identity in the Software directory that performs an action in the Software or performs an action on a third party service which triggers an activity in the Software. An Active User is only counted once during a calendar month. Software licensed by this License Type may be used by one User on an individual computer, on a network storage device, or in a virtualized or shared environment (such as a Citrix server).
OL On Premises Connection	An OL On Premises Connection is an on-premises application or directory that is to be connected to the Software platform.
OL Server Accessed via RDG	An OL Server Accessed via RDG is a single physical computer or virtual machine used to provide services or resources to one or more users, where the access to the server is managed by Microsoft RD Gateway.
OL Service Accounts	An OL Service Account is a non-User account that is monitored by or used with the Software.
OL Student User	An OL Student User is any full-time or part-time student of an educational institution. Software licensed by this License Type may be used by one User on an individual computer, on a network storage device, or in a virtualized or shared environment (such as a Citrix server).
OL Telephony Credit	The purchased quantity of OL Telephony Credits is equal to the price paid by Customer for that quantity, and OL Telephony Credits are consumed each time a customer opts to use telephony services for multi-factor authentication purposes, including SMS message sends or voice calls. The quantity of consumed OL Telephony Credits are calculated based on then-current telephony services pricing for such services.
OL Tenant	Each Customer environment within the Software portal with a unique tenant ID number.
OS Instance	An "OS Instance" is an instance of an operating system whether installed on a physical or virtual machine.

Per Connector	A Connector is Software allowing one way, or bi-directional, alert / event synchronization between two designated third party management platforms / frameworks. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
Physical Server	A Physical Server is a single physical computer used to provide services or resources to more than one user. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
Playback Credit	A Playback Credit is one use of the Software to display an event recorded by the Software, such as transport from one web page to another.
Production Environment	A Production Environment is one application installation using one production database instance and the non-production environments used to support it for testing and development.
Protected Database	A Protected Database is an instance of SQL Server running in a virtual machine or on a physical host.
Protected Desktop	A Protected Desktop is a Desktop that is backed up or replicated by the Software.
Protected Machine	A Protected Machine is either (i) one VM or (ii) one Physical Server that is not running virtualization software, either of which is being managed by the Software.
Protected Physical Server	A Protected Physical Server is a Physical Server that is backed up or replicated by the Software. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
Protected Physical Server or CPU Socket	Protected Physical Server or CPU Socket is a license that may be used on either (a) one Protected Physical Server or (b) one CPU Socket on a Server that is being used to create a virtual environment.
Protected Server	A Protected Server is a Server containing data that is backed up or replicated by the Software. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
Protected Virtual Server	A Protected Virtual Server is a Virtual Server that is backed up or replicated by the Software. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
Protected VMware Host	A Protected VMware Host a Protected Server running VMware. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
Protected VMware Host CPU Socket	A Protected VMware Host CPU Socket is a CPU Socket on a Protected Server running VMware. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
Published Object	A Published Object is any object published by Microsoft Exchange, Active Directory, Azure Active Directory or Domino/Notes, including but not limited to users, groups, and contacts.

QAS-Enabled Cluster System	A "QAS-Enabled Cluster System" is 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-Enabled Mainframe Partition	A QAS-Enabled Mainframe Partition is an IBM s/390 or zSeries Logical Partition (LPAR) that utilizes QAS client software in multiple virtual computer images.
QAS Server	A QAS Server is a physical or virtual computer (or an OS instance, a domain, or a partition on a physical or virtual computer) on which the QAS Software is installed and which is used to provide an application or service to multiple users. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
QAS User Account	A QAS User Account is a Unix-enabled user account within Microsoft® Active Directory that is used by one person and is managed by the QAS Software. Software licensed by this License Type may be used by one User on an individual computer, on a network storage device, or in a virtualized or shared environment (such as a Citrix server).
QAS Workstation	A QAS Workstation is a physical or virtual computer (or an OS instance, a domain, or a partition on a physical or virtual computer) on which the QAS Software is installed and which is used by only one user at any time. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
QSI Server	A QSI Server is any machine, physical or virtual, running a software application that employs QSI Single Sign-on for Java server-side components to authenticate users in Microsoft Active Directory. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
QSI User Account	A QSI User Account is a user account within Microsoft® Active Directory (use limited to one person) which uses the QSI Single Sign-on for Java Server software to authenticate a network connection. The license quantity for Software licensed by this License Type must be at least the total number of accounts (regardless of account type) in the domain(s) or other logical group of accounts with which the Software is to be used.
Recovered Mailbox	A Recovered Mailbox is an object copied, moved, or exported from an email source managed by the Software to another storage location, such as an Exchange online or archive database.
Seat	A Seat is a User, except for Desktop Authority, for which a Seat is a Device. For Software licensed by this License Type, a license is required for (a) each User who has the ability to access, use, display, run, or otherwise interact with the Software on a shared device or in a virtualized or cloud environment and (b) for every single-user device on which the Software is installed. However, in no case shall a User require more than one license. Licenses allocated to employees who have left the employ of Customer or allocated to contractors that are no longer providing services to Customer may be re-allocated to new users. Additionally, Customer may re-allocate Licenses of this License Type to new Users if Customer can document that the original user's right to access or use the Software has been permanently terminated.
Server	A Server is a single physical computer or virtual machine used to provide services or resources to more than one user. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.

Server Tier	A Server Tier is the size of a Server as determined by how many CPU Sockets are contained on the server. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
Single Source and/or Target	Single Source and/or Target is one Server or Server cluster running one or more databases that are used as either a data replication source and/or target by the Software. Each Single Source and/or Target is limited to a set quantity of License Types (e.g. Per Core, Per CPU Socket, Per vCPU) that power the Single Source and/or Target. The license quantity for Software licensed by this License Type must be at least the total number of License Types (e.g. Per Core, Per CPU Socket, Per vCPU) that power the Single Source and/or Target. Any system running in a virtualized environment, including Infrastructure as a Service (IaaS) and Database as a Service (DBaaS), must license by vCPU. The quantity of Cores, CPU Sockets, vCPUs, etc. associated to a Single Source and/or Target license are allocated to one and only one data replication source and/or target (i.e. a 100 vCPU Single Source and/or Target license may not be allocated to 5 replication sources with 20 vCPUs each). Allocated Cores, vCPUs, CPU sockets, etc. cannot be moved to new replication sources or replication targets, unless they are being used to license a replacement Server for the originally licensed replication source/target.
Single Target	A Single Target is one Server or Server cluster running one or more databases that are used as a data replication target by the Software. Each Single Target is limited to a set quantity of License Types (e.g. Per Core, Per CPU Socket, Per vCPU) that power the Single Target. The license quantity for Software licensed by this License Type must be at least the total number of License Types (e.g. Per Core, Per CPU Socket, Per vCPU) that power the Single Target. Any system running in a virtualization environment, including Infrastructure as a Service (IaaS) and Database as a Service (DBaaS), must license by vCPU. The quantity of Cores, CPU Sockets, vCPUs, etc. associated to a Single Target license are allocated to one and only one data replication target (i.e. a 100 vCPU Single Target license may not be allocated to 5 replication targets with 20 vCPUs each). Allocated Cores, vCPUs, CPU sockets, etc. cannot be moved to new replication targets, unless they are being used to license a replacement Server for the originally licensed replication source/target.
Slot	A Slot is a single physical connection point to a server for a storage device. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
Soft Token	A Soft Token is an additional software token used by a Soft Token User.
Soft Token User	A Soft Token User is one individual unique user who installs and uses the Software whether the Software is installed on a single user device, a network storage device, or a virtualized or shared environment (such as a Citrix server). Software licensed by this License Type may be used by one User on an individual computer, on a network storage device, or in a virtualized or shared environment (such as a Citrix server).
Source Server	A Source Server is a server that stores data to be migrated to a target environment. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
Standard Lotus Notes Database	A Standard Lotus Notes Database is a Lotus Notes Database with a design that matches one of the unmodified standard Lotus Notes database templates: Discussion, Document Library, Domino.doc Cabinet, Team Room, QuickPlace, Quickr, QuickPlace Subroom, or Quickr Subroom.
System	A System is one application, operating system, or database with a unique account management structure to be managed by the Software.

Tape Drive	A Tape Drive is a single tape storage Device or tape storage emulation Device.
Target Cluster	A Target Cluster is a Cluster that is being used as a data replication target by the Software where a "Cluster" is a group of inter-connected computers that work together to perform computationally intensive tasks. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
Target Namespace	A Target Namespace is an Azure Event Hubs Namespace that is being used as a data replication target by the Software.
Target Stream	A Target Stream is the replication flow from a specific source to a specific destination such as Kafka, JMS, or filesystem.
Teams Enabled User	A Teams Enabled User is any User who is an owner or member of a Team or has access to a Team in the Microsoft Teams platform. The license quantity for Software licensed by this License Type must be at least the total number of Teams Enabled Users in Customer's Microsoft Teams environment.
Technician or Tech	A Technician or Tech is a person who uses the Software to manage a helpdesk. Software licensed by this License Type may be used by one User on an individual computer, on a network storage device, or in a virtualized or shared environment (such as a Citrix server).
Technical Named User	A Technical Named User is a Named User granted full access to and use of the Software. Software licensed by this License Type may be used by one User on an individual computer, on a network storage device, or in a virtualized or shared environment (such as a Citrix server).
Third-Party Application Instance	A Third-Party Application Instance is any instance of a third-party monitoring or service desk software application being monitored by the Software.
TiB of Capacity	A TiB of Capacity is one tebibyte of storage capacity, or portion thereof, utilized by the Software. A tebibyte is 240 bytes.
Token	A Token is a software object used to authenticate one person.
User	A User is a named individual or unique login identity. Software licensed by this License Type may be used by one User on an individual computer, on a network storage device, or in a virtualized or shared environment (such as a Citrix server).
Virtual Appliance	A Virtual Appliance is a virtual machine image designed to run on a virtualization platform.
vCPU	A vCPU (virtual CPU) represents a portion or share of a physical CPU that is assigned to a virtual machine. The license quantity required for each Server on which Software licensed by vCPU is installed must be the total number of vCPUs utilized by the Server, as indicated by the virtualization platform.
Virtual CPU Socket	A Virtual CPU Socket is a CPU Socket on a physical server that is being used to create a virtual environment.
Virtual Desktop	A Virtual Desktop is 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 Customer, 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.
Virtual Firewall	A Virtual Firewall is a firewall managed by the Software in a virtual environment.
Virtual Machine	A Virtual Machine or VM 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. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.

Virtual Server	A Virtual Server is a single virtual machine used to provide services or resources to more than one user. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
Virtual Users	Virtual Users are concurrent user database sessions created by the Software.
Warehouse	A Virtual Warehouse, often referred to simply as a "Warehouse", is a cluster of compute resources in Snowflake. A Warehouse provides the required resources, such as CPU, memory, and temporary storage.
Warehouse Node	A Warehouse Node, commonly known as a "credit," denotes the quantity of virtual machines (VMs) within the compute cluster of a Snowflake Warehouse. Computing resource information for Snowflake Warehouses may be found at https://docs.snowflake.com/en/user-guide/warehouses-overview .
Web Farm User	A Web Farm User is one individual within Customer's organization with defined access to one SharePoint web farm. Software licensed by this License Type may be used by one User on an individual computer, on a network storage device, or in a virtualized or shared environment (such as a Citrix server).
Web Front End or WFE	A Web Front End ("WFE") is defined as any server running in the "Microsoft SharePoint Foundation Web Application" service. This can be verified in the "Servers in Farm" section of Central Administration. A license is required for each WFE that provides Users with access to the Software. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.
Windows Machine	A Windows Machine is an internet-connected physical or virtual computer running the Windows operating system on which the Software is installed.
Workflow Task	A Workflow Task is a unit of work associated with an action that requires compute resources, including a connector's action, and a Workflow Task is consumed each time such unit of work is performed.
Workstation	A Workstation is one computer used by one person. Software licensed by this License Type which is registered to a specific Device (e.g., node-locked) may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.

PART 2 - PRODUCT SPECIFIC TERMS

<p>AppAssure Backup and Replication – All Editions</p>	<p>The Software includes the Replay Recovery Console which is based on the Microsoft® Windows® Preinstallation Environment (“WinPE”). Quest’s WinPE license agreement with Microsoft Licensing, GP specifically requires the end user to accept certain terms and conditions. Accordingly, and notwithstanding any other provision of the Agreement to the contrary, Customer hereby further agree as follows: (a) The Replay Recovery Console is limited to use as a boot, diagnostic, disaster recovery, setup, restoration, emergency services, installation, test and/or configuration utilities program, and is not for use as a general purpose operating system or as a substitute for a fully functional version of any operating system product; (b) WinPE IS PROVIDED “AS IS” AND WITH ALL FAULTS; (c) THE REPLAY RECOVERY CONSOLE CONTAINS A SECURITY FEATURE THAT WILL CAUSE THE COMPUTER SYSTEM TO REBOOT WITHOUT PRIOR NOTIFICATION TO THE END USER AFTER 24 HOURS OF CONTINUOUS USE (OR 72 HOURS OF CONTINUOUS USE IN THE CASE OF CERTAIN VERSIONS OF WINPE); (d) Any and all liability of Microsoft Licensing, GP (and any entity that directly or indirectly controls, is controlled by, or is under comment control with Microsoft Licensing, GP, including Microsoft Corporation) related to Software, including the Replay Recovery Console and WinPE, are disclaimed in full and without condition; (e) All customer support issues relating to the Software will be handled solely by Quest; (f) Customer is specifically prohibited from reverse engineering, decompiling or disassembling WinPE, except to the extent expressly permitted by applicable law; and (g) The Software is subject to U.S. export jurisdiction.</p>
<p>AppAssure, KACE, and Ocarina Appliance Warranties.</p>	<p>The warranties for AppAssure, KACE, and Ocarina Appliances (“KOA Appliance(s)”) consist of the following:</p> <p>(1) If Quest determines that an error or malfunction of the KOA Appliance can be resolved by the replacement of a part designed to be replaceable by customers, (“Customer Replaceable Part”), then, on the business day following such determination, Quest will ship the Customer Replaceable Part to Customer for next day delivery.</p> <p>(2) If Quest determines that a Customer Replaceable Part would not resolve the error or malfunction, then the following shall apply. For Customers that have purchased Standard, 24X7, or Premier Maintenance Services for the Software on the KOA Appliance (“KOA Software”), Quest will provide onsite parts replacement on the business day following Quest’s determination that the KOA Appliance is the source of the reported error or malfunction. For Customers that have purchased a “four hour upgrade” to 24X7 or Premier Maintenance Services for the KOA Software, Quest will provide onsite parts replacement four hours following Quest's determination that the KOA Appliance is the source of the reported error or malfunction. Customer must purchase the same level of Maintenance Services (e.g., Standard, 24X7, Premier) for the KOA Appliance as it has purchased for the KOA Software.</p> <p>The KOA Appliance warranties stated above shall be provided for one year from the date of the delivery of each KOA Appliance at no additional charge and may be renewed, for a fee, for up to four years thereafter.</p>
<p>Change Auditor Threat Detection</p>	<p>You must purchase licenses for Change Auditor Threat Detection based on the number of Servers the Software will be used on and the total quantities of the License Type in use. Each line item for Change Auditor Threat Detection on an Order may only be used on a single Server. The total quantity of License Types managed by the Software (e.g. Managed Person, Enabled User Account, etc) across all licensed Servers may not exceed the totally quantity of licenses, by License Type, purchased by Customer. For example if you purchase 50 Enabled User Account licenses on one line item and 100 Enabled User Account licenses on a second line item, you may install Change Auditor Threat Detection on two Servers and between those two Servers you may manage 150 Enabled User Accounts. If you need to replace an originally licensed Server the replacement Server must replace the original Server and be used for the same purpose as the replaced Server.</p>

Quest KACE Products	<ul style="list-style-type: none"> ☞ K1000 Express Software. The K1000 Express Software (“K1000 Express”) is provided as Freeware with a License duration of one year from the date it is installed on Customer’s server, after which the K1000 Express License shall terminate. Customer may install only one instance of K1000 Express in each of its physical locations and may only use K1000 Express for up to 1,000 Managed Computers. If Customer wishes to exceed the limitations stated in the prior two sentences, it must purchase licenses for the full version of the K1000 Software. ☞ K1000 Asset Management Appliance. The K1000 Asset Management Appliance is delivered with the "Share Summary Usage Data About Hardware, Software, and the Appliance with Quest" option enabled and Customer may not disable it. Customer may not use the following features on the K1000 Asset Management Appliance: Monitoring, Distribution, Scripting, Security ((including Patch Management, OVAL/SCAP scans, and Quest Updates), Service Desk (with the exception of Ticket Rules configured specifically for updating Asset data), User Console, and the non-inventory and non-asset management features of the K1000 GO mobile application (each, a "Non-Usable Feature"). Customer's use of any Non-Usable Feature shall be deemed a material breach of the agreement governing the use of the K1000 Asset Management Appliance. Maintenance Services for the K1000 Asset Management Appliance do not include resolving any problems or disruptions that may occur as the result of Customer's use of any Non-Usable Feature. ☞ Use of Quest KACE Software on other Appliances. Except as otherwise provided in the Agreement or expressly agreed by Quest, You may not, and will not allow a third party to use a Quest KACE Software product that was loaded by Quest onto a specific Appliance separately from such Appliance. ☞ Root Directory. Quest does not provide its customers access to the root directory on the KACE appliances. If Customer discovers a means to access the root directory, such access will void all warranties and Quest’s support obligations thereafter.
Quest KACE Products (cont'd)	<ul style="list-style-type: none"> ☞ ITNinja Live feature within Quest KACE Products. If at any time during the applicable License term You opt to activate the ITNinja Live feature within a Quest KACE Product, You agree that Quest may collect, store, aggregate, analyze, and disclose to other Software users and to the general public the data collected by Quest from such feature (the “Data”) in anonymous, aggregate form. You further understand and agree that any information You choose to manually disclose through the ITNinja Live feature may be used and disclosed by Quest in accordance with the foregoing sentence. In such cases, You grant Quest a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of the Data. ☞ Microsoft Software associated with Quest KACE Products. You acknowledge that the Quest KACE Products may include certain software and materials licensed to Quest by Microsoft Corporation and/or its affiliates (the “Microsoft Software”). You agree that (i) this license is limited to use of Quest KACE Products containing Microsoft Software as a boot, diagnostic, disaster recovery, setup, restoration, emergency services, installation, test and/or configuration utilities program, and not for use as a general purpose operating system or as a substitute for a fully functional version of any operating system product; (ii) the Quest KACE Products containing the Microsoft Software contains a security feature that will cause the computer system to reboot without prior notification to the end user after 24 hours of continuous use; and (iii) all computer support issues will be handled solely by Quest. ☞ Supplemental Terms for MySQL Software associated with Quest KACE Products. You acknowledge that the Quest KACE Products may include certain software and materials licensed to Quest by MySQL Inc., Oracle, and/or an affiliate of MySQL Inc. or Oracle (the “MySQL Software”). You may only use the MySQL Software for your internal business purposes and not as a service bureau, unless You are a Quest Alliance Partner or otherwise expressly authorized in writing by Quest. You may not copy MySQL Software onto any public or distributed network, use it as a general SQL server, as a stand-alone application or with applications other than the Quest KACE Products licensed under the Agreement.
Quest Total Virtual Data Protection	Each item of Software included in the Quest Total Virtual Data Protection suite (except for vRanger itself) may only be used on virtual machines backed up or replicated by vRanger.

Quest Total Virtual Data Protection Database Edition	Each item of Software included in the Quest Total Virtual Data Protection Database Edition suite (except for vRanger itself) may only be used on virtual machines backed up or replicated by vRanger.
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>
Designated Support Engineer	The Designated Support Engineer ("DSE") shall be Customer's first point of contact and coordinator for Maintenance Services involving the Covered Software. The DSE's services will be provided remotely during the standard business hours of the region of the "Ship-to" location stated above. Quest shall assign the person to be the DSE and may change such person in its sole discretion. If the DSE is unavailable (e.g., illness, vacation), Quest will assign another person to temporarily fulfill the DSE role. The DSE is provided as part of Maintenance Services under the terms and conditions governing the Covered Software.
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> <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> <p>Additional Software may be delivered with [some or all of the items of/the] Software listed above ("Additional Software"). Any Additional Software may only be used to monitor the objects, database, or operating systems to be monitored by Software with which it is delivered.</p>
Foglight APM SaaS.	<p>(a) When Foglight APM SaaS is used to monitor Java, each APM Agent may only be used to monitor one Java Virtual Machine (JVM);</p> <p>(b) When Foglight APM SaaS is used to monitor PHP, each APM Agent may be used to monitor one or more PHP configurations running on a single physical or virtual Server, provided that all data collected from the monitoring is reported to a single application within Foglight APM SaaS; and</p> <p>(c) When Foglight APM SaaS is used to monitor .NET, each APM Agent may be used to monitor one or more IIS servers or .NET executables on a single physical or virtual Server, provided that all data collected from the monitoring is reported to a single application within Foglight APM SaaS.</p>
Foglight Synthetic Monitor for Internet	The rate of Consumption for Foglight Synthetic Monitor for Internet is based on the character of the recorded event and the location of the system requesting the playback. The rate of Consumption shall be as displayed in the Administration section of the Product. All unused Playback Credits shall expire without right of refund twelve months after the date of the delivery of each purchase of Playback Credits.

Foglight Network Management System	<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>
Freeware	<p>☞ Foglight Network Management Freeware. The terms and conditions that govern the use of the Freeware version of Foglight Network Management Server are located at http://communities.quest.com/community/foglight/nms.</p> <p>☞ Privilege Manager for Sudo Freeware. The Privilege Manager for Sudo Freeware may only be used with ten (10) Managed OS Instances.</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 LICENSEE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY 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> <p>☞ All Other Freeware Products. The following provisions shall apply to Customer’s use of all other Freeware products. 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 Licensee 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. Licensees 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, Licensee 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 Licensee 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, MERCHANTABLE, 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 Licensee’s use of the Freeware in accordance with the Agreement, however, Licensee 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>

Freeware (Continued)	Limitation of Liability and Damages. WITH RESPECT TO FREWARE, 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 LICENSEE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY 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.
Hardware (including Dell Hardware)	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>Identity Manager Healthcare Integration for Epic</p>	<p>The terms and conditions of use of the Software are governed by the Agreement between Quest and the Customer. Epic Systems Corporation (“Epic”) is not a party to the Agreement between Quest and Customer, and the Agreement does not bind Epic in any manner. Quest and Customer agree that; 1) Epic makes no warranty or representation about the Software; 2) Epic is not responsible for any third party or Customer claims arising out of or related to the use of the Software; 3) Quest shall have the right to disclose or share the portion of the Agreement between Quest and Customer specific to the Software with Epic upon Epic’s request; and 4) Epic is not responsible for providing any level of support for the Software.</p> <p>If Epic should choose to provide any support services related to the Software, Epic may charge the Customer for such services under the terms and conditions of a separate agreement with Epic.</p> <p>Customer agrees that Epic and any Epic owned entities are third party beneficiaries of the confidentiality and data protection portions of the Agreement between Customer and Quest.</p> <p>Customer may conduct an inspection of Quest’s records through the use of a third party auditor mutually acceptable to Customer and Quest to verify Quest’s compliance with the Epic App Orchard program terms, and Quest will reasonably cooperate with such inspection, This inspection will be at Customer’s expense unless material non-compliance is discovered as a result of the inspection, in which case Quest will pay for the cost of such inspection.</p> <p>The Software is licensed for use in conjunction with Identity Manager only. When the Software is deployed to an Identity Manager Job Server, log files are generated based on the configuration of the Software by the Customer. The log files at this location log the Epic users’ Community ID and Internal ID and any errors or exceptions returned by the Epic web services. These log files include; 1) JobService.log; 2) Synchronization Editor.log; 3) StdioProcessor.log and 4) HSCEpic.log. Epic data, the Epic Credentials, and ClientID that is accessed thru the Epic App Orchard program are stored in the Identity Manager database. The Software itself does not store any Epic related information or data and only facilitates the transfer of data between Identity Manager and the Epic web service. The duration of the transfer will depend on the type of attributes and quantity of data chosen by Customer’s Identity Manager administrator for transfer between Identity Manager and the Epic web service.</p> <p>The Software supports the following Epic web services: 1) Epic Personnel Management (Category Security); CreateUser; UpdateUser; DeleteUser; ActivateUser; InactivateUser; ViewUser; ForcePasswordChange; SetUserExternalPasswords; SetUserPassword; 2) Epic Demographics (Category Common) UpdateUserDemographics; 3) Epic Interconnect; GetRecords and 4) EPIC Core; GetEnvironmentInformation, GetConnectivityInformation.</p>
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	<p>The following information is stored in Identity Manager for synchronization purposes and will reside in the Identity Manager database until the user is deleted from Identity Manager by an Identity Manager administrator:</p> <p>UserInternalID, UserCommunityID, UserExternalID, Name, UserComplexName, ContactDate, ContactComment SystemLoginID, LDAPOverrideID, AuthenticationConfigurationID, BlockStatus, IsActive, StartDate, EndDate UserAlias, UserPhotoPath, LinkedTemplatesConfig, UserSubtemplateIDs, Sex, EmployeeDemographics, ReportGrouper1, ReportGrouper2, ReportGrouper3, CategoryReportGrouper1, CategoryReportGrouper2, CategoryReportGrouper3, CategoryReportGrouper4, CategoryReportGrouper5, CategoryReportGrouper6, Notes, InBasketClassifications, PrimaryManager, UsersManagers, UserRoleIDs, DefaultLoginDepartmentID, CustomUserDictionaries, UserDictionaryPath, LinkedProviderID, ProviderAtLoginOption, IdentityIDs, ExternalIdentifiers, AuditUserID, AuditUserIDType, AuditUserPassword, EmailAddress, PhoneNumber, FaxNumber, Address, City, Country, County, District, HouseNumber, Lines, State, ZipCode.</p> <p>A copy of Quest Privacy Policy is located here: https://www.quest.com/legal/privacy.aspx</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 messaging providers.</p>

JClass Software	<ul style="list-style-type: none"> - The JClass Products (JClass ServerViews and JClass DesktopViews) consist of JClass Libraries. The JClass Libraries may only be used as part of Customer’s internal use applications (the “Applications(s)”) and may not be included in a Customer software product that is sold or distributed to external entities. - JClass OEM and JClass Source Code licenses are also available and shall be governed by a separate written agreement between Customer and Quest. Source Code licenses are only provided in connection with an OEM license. - JClass DesktopViews consists of the following JClass components: Chart, JClass Chart 3D, JClass LiveTable, JClass PageLayout, JClass Elements, and JClass Gauge. JClass DesktopViews Chart is also licensed separately. - JClass DesktopViews and JClass DesktopViews Chart are licensed by Developer Desktop and may not be used on a Server. Each JClass DesktopViews and JClass DesktopViews Chart license may only be transferred to another Developer Desktop once each twelve month period for as long as the licenses are covered by Maintenance Services provided that Quest receives certification that the licenses have been removed from the previous Developer Desktop promptly following such transfer. - JClass ServerViews consists of the following JClass components: ServerChart, ServerReport and ServerGauge and may only be used to develop: (i) JavaServer Pages; (ii) Servlets (programs which are an extension of javax.servlet.Servlet); and (iii) stand-alone Java Applications. The individual components are also licensed separately. - JClass ServerViews is licensed by CPU based on the number of CPUs of the Servers that host the Application. There are Production and Development licenses. The Development licenses contain a “development use only” watermark and may only be used for development purposes. - 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.
KACE Appliance Warranty	See AppAssure, KACE, and Ocarina Appliance Warranties above.
Migration Suite for SharePoint	Migration Suite for SharePoint consists of Migration Manager for SharePoint, File Migrator for SharePoint, Public Folder Migrator for SharePoint, and Migrator for SharePoint Online.
Node Locked JPROBE	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.
Knowledge Portal Report Pack for Cobit Enterprise License	Licensee may install and use the Software for an unlimited number of concurrent sessions.
Ocarina Appliance Warranty	See AppAssure, KACE, and Ocarina Appliance Warranties above.
One Identity Manager On Demand	The Documentation for One Identity Manager On Demand includes restrictions on customizations. Ignoring these restrictions may cause the One Identity Manager On Demand Cloud components to become in an un-upgradable state. If this happens, additional professional services may be required at Customer’s expenses to revert the One Identity Manager On Demand components to the original state or to install upgrades to the One Identity Manager On Demand components.

OneLogin Software	<p>For OneLogin Software licensed by Internal User, External User, OL Student User, and/or OL Delegated Admin User, the number of licenses is the maximum number of such Users that can be assigned that role in Customer's systems that are tracked and/or managed by the Software.</p> <p>For OneLogin Software licensed by OL Monthly Active User, the number of licenses multiplied by 12 equals the maximum aggregate number of Active Users through the twelve-month period who may perform an action on the Software or may perform an action on a third party service which triggers an activity in the Software. In the event Customer exceeds the maximum aggregate number of Active Users licensed under this metric, Customer must pay for each additional Active User for the remainder of the subscription term. For OneLogin Software licensed by OL Monthly Active User, the number of licenses multiplied by 12 equals the maximum aggregate number of Active Users through the twelve-month period who may perform an action on the Software or may perform an action on a third party service which triggers an activity in the Software. In the event Customer exceeds the maximum aggregate number of Active Users licensed under this metric, Customer must pay for each additional Active User for the remainder of the subscription term.</p>
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. 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.
Premier Plus Support (One Identity)	Premier Plus Support includes all aspects of Premier Support, plus an Advanced Support Engineer ("ASE"). Premier Support Plus for One Identity is limited to specific product lines (Active Roles, Log Management, Identity Governance, or Privilege Management). The applicable product line will be stated on your Order. Premier Plus Support for One Identity is available in three levels, Business, Enterprise, or Elite. The applicable level will be stated on your Order. The ASE is a semi-dedicated support engineer that provides oversight for all support requests, conducts knowledge sharing sessions, engages in application monitoring of the software covered by Premier Support Plus, provides upgrade assistance, and engages in quarterly health checks of the software covered by Premier Support Plus as furthered detailed in the Support Guide. Premier Support Plus includes the following percentage of an ASE's time depending on the level purchase: Business = 20% of an ASE's time; Enterprise = 50% of an ASE's time; Elite = 100% of a dedicated ASE's time.
Premier Plus Support (Quest)	Premier Plus Support includes all aspects of Premier Support, plus a Designated Support Engineer, and a block of expert service hours to use as directed by Customer for training, installation, configuration, deployment assessments, and other projects involving Customer's licensed Quest Products. The number of hours included will be stated on the Quotation or Order for Premier Plus Support. The hours will expire twelve months after purchase if unused. The expert services provided will be considered part of Maintenance Services. Customer and Quest will mutual agree on a scoping document for each project requested using the Premier Plus Support expert services hours to ensure parties are aligned on the number of hours to be used and the scope of services to be provided.
Premier Support	Premier Support includes (a) 24X7 Maintenance Services, (b) accelerated response times as stated the Support Guide, and (c) provides a shared, named Customer Success Manager ("CSM") as a single point of contact. The CSM shall provide introductory training in the use of the Maintenance Services, manage the escalation and resolution of Service Requests, provide monthly Service Request reports, and attend monthly calls with Customer to review priorities. Additionally, the CSM will communicate Customer priorities to the Quest support team, review and document Customer's Software assets, gain an understanding of Customer's environment and future plans, and provide proactive notification of Software patches and fixes.

Platform Management Technical Account Manager	The Platform Management Technical Account Manager offering provides a named Technical Account Manager (“TAM”) as a shared and remote service, available for minimum terms of one year. The TAM is a semi-dedicated, designated point of contact who shall provide introductory training in the use of Maintenance Services, manage the escalation and resolution of Service Requests, provide monthly Service reports, and attend monthly calls with Customer to review priorities. The TAM will also provide best practices, technical advice, and guidance regarding the implementation, deployment, support, and operation of Quest Platform Management products. Additionally, the TAM will communicate Customer priorities to the Quest support team, review and document Customer’s Software assets, gain an understanding of Customer’s environment and future plans, and provide proactive Software patches and fixes. The Platform Management Technical Account Manager offering consists of 20% of a TAM’s time.
PowerGUI	The Severity Levels outlined at www.quest.com/support shall not apply to PowerGUI licenses. Response time for all issues reported shall occur within twenty four (24) hours from the time in which the case is opened by Quest.
Privileged Account Products: Warranty	<p>“PA Software” is a Quest Software product from its “Privileged Account” family of software products.</p> <p>“PA Appliance” is an Appliance on which PA Software is delivered.</p> <p>Warranty. Quest warrants that for one (1) year following the initial delivery of the PA Appliance, the PA Appliance will operate in a manner which allows the PA Software to be used in substantial conformance with the Documentation (the “PA Appliance Warranty”). Any breach of the PA Appliance Warranty must be reported by Customer to Quest during the applicable Warranty Period.</p>
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.

<p>QMX for SCOM, and QMX for SCCM Additional Microsoft License Requirements</p>	<p>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.</p>
<p>QMX SMSE Managed Server</p>	<p>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.</p>
<p>QMX SMSD Managed CPU</p>	<p>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.</p>
<p>RemoteScan (when licensed by Connected Client)</p>	<p>Each copy of RemoteScan Software licensed by Connected Client is registered to the Device on which it is initially installed and may only be transferred to a Device other than that on which it was initially installed if (a) the new Device replaces the original Device and is used for the same purpose as the replaced Device or (b) Quest provides its written consent.</p>
<p>SharePlex</p>	<p>SharePlex requires licenses for every replication source and replication target.</p> <p>The product description in an Order denotes the system type (e.g. Oracle, SQL Server, Kafka, etc.) and the license model type (e.g. Single Source and/or Target, Target Stream, etc.) for that license.</p> <p>Any installation of SharePlex on a server running the Windows operating system requires a license that includes "WINDOWS" in the product description.</p> <p>In scenarios where a customer runs the SharePlex software on an intermediate server that is neither a replication source nor a replication target, all replication sources and replication targets must still be licensed. There is no requirement to separately license the intermediate software--the license associated with either the source or the target may be used to enable the intermediate server.</p>
<p>SonicWall Products</p>	<p>Effective June 1, 2017, the SonicWALL business was separated from Quest Software Inc. and became SonicWall Inc. If you have any documents that refer to Quest Software Inc., please go to https://www.sonicwall.com/legal/ to find the documents that govern your use of the SonicWall products.</p>

Space Manager with Live Reorg	<p>Space Manager with Live Reorg is licensed per Instance, and each Instance is limited to a set quantity of License Types (e.g. Per Core, Per CPU Socket, Per vCPU) for that Instance.</p> <p>Each Instance will be listed as a single line item on an Order and the quantity for such line item indicates the number of License Types that power the Instance. If you need to replace a licensed Instance, the replacement must be used for the same function and purpose as the original Instance and will be limited to the same database type and quantity of License Types originally purchased. Licenses may not be shared or otherwise transferred to different Instances.</p>
STAT Unlimited Technical & Functional Users Promo License	<p>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.</p>
StorageXpert	<p>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.</p>
Toad Business Intelligence Suite	<p>Each license for Toad Business Intelligence Suite includes: ten (10) Named User licenses for Toad Decision Point Pro Edition, one (1) license for Toad BI OEM Component Quest Data, ten (10) Named User licenses for Toad Data Point Pro Edition, and one (1) Server license for Toad Intelligence Central. In addition, Customer understands and agrees that the MySQL Pro Database that is delivered with Toad Data Point is to be used solely with Toad Data Point and that all use of the MySQL Pro Database shall be governed by the terms and conditions of the Agreement.</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	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, Go-6, Go-7 and Slim 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 Server ID	Virtual Server ID means the specific computer on which the Software may be used.
vWorkspace Desktop Edition	The following restrictions apply to the vWorkspace Desktop Edition licenses. <ul style="list-style-type: none"> - Connections to Terminal Servers (Remote Desktop Session Hosts) are not permitted with Desktop Edition. - When licensed by concurrent user, the license quantity determines the maximum number of users that can be simultaneously connected to virtual desktops and blade PCs managed by vWorkspace. - When licensed by access device, the license quantity determines the number of access devices from which connections can be made to virtual desktops and blade PCs managed by vWorkspace. - Only available to Managed Service Providers: When licensed by virtual desktop, the license quantity determines the total number of virtual desktops and blade PCs that can be managed and connected by vWorkspace.
vWorkspace Enterprise	The following restrictions apply to the vWorkspace Enterprise licenses. <ul style="list-style-type: none"> - When licensed by concurrent user, the license quantity determines the maximum number of users that can be simultaneously connected to virtual desktops, Terminal Server (Remote Desktop Session Host) sessions and blade PCs managed by vWorkspace. - When licensed by access device, the license quantity determines the number of access devices from which connections can be made to virtual desktops, Terminal Server (Remote Desktop Session Host) sessions and blade PCs managed by vWorkspace. - Only available to Managed Service Providers: When licensed by virtual desktop, the license quantity determines the total number of virtual desktops, Terminal Server (Remote Desktop Session Host) sessions and blade PCs that can be managed and connected by vWorkspace.

vWorkspace EOP Xstream Edition	<p>The following restrictions apply to the vWorkspace EOP Xstream Edition licenses:</p> <ul style="list-style-type: none"> - The license quantity determines the maximum number of users that can be simultaneously connected to virtual desktops, Terminal Server (Remote Desktop Session Host) sessions and blade PCs through vWorkspace - Only the EOP Xstream feature may be used in the vWorkspace Connector software. Enhancements such as bi-directional audio, multimedia redirection, universal printing and USB device redirection are not included - Within the management console, the following features are not included: Creation and management of virtual desktops on Hyper-V or ESX hypervisors, MetaProfiles (User Profile Management), User Environment Configuration, CPU/Memory controls, Virtual IP addressing - These restrictions apply to licenses of EOP Xstream Edition even though the license code will identify itself as "Enterprise" in the License Manager within vWorkspace and all features will appear to be available. - All connections must be made from vWorkspace Connector software through the vWorkspace Connection Broker. vWorkspace "Quest Tools for the Managed Desktop" also known as "PNTools" component must be installed in all virtual desktops and blade PCs. vWorkspace Terminal Server Enhancements must be installed on all Terminal Servers or Remote Desktop Session Hosts.
vWorkspace IE6 Compatibility Edition	<p>The following restrictions apply to the vWorkspace IE6 Compatibility Edition licenses:</p> <ul style="list-style-type: none"> - The licenses may only be used by Concurrent Users connected through vWorkspace IE6 Compatibility Edition to Terminal Server sessions on Windows Server 2003 - IE6 Compatibility Edition may only be used to publish Internet Explorer 6. - The above restrictions apply regardless of the presence of additional functionality accessible from vWorkspace IE6 Compatibility Edition or the actual description of vWorkspace IE6 Compatibility Edition in the vWorkspace License Manager.

PART 3 - OTHER TERMS

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.

Certain Products may include Java software from Oracle. The Java software components included in such Products are subject to the terms and conditions set forth in the Software License.txt and THIRDPARTYLICENSEREADME.txt files that are included in the Java software.

Customer is hereby notified that the Software may, with the user's consent, collect certain information from the Customer and transmit such information back to Quest or its sub-processors. Such information may include, statistics relating to how often the Software and tools are started and completed, the duration of use of the Software, performance metrics relating to the Software, and Software configuration settings. These usage statistics are gathered, transmitted, and analyzed for the purpose of improving the Software. In addition, Customer is hereby notified that (1) the Software may require a registration process whereby machine specific identifiers (that have been encrypted and are unique) and the username and user's email address 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 in order to limit the use of the Software to authorized systems owned by licensed customers, (2) the Software may communicate with Quest's patching server and allow Customer to download patches when they are available, to enable Customer to receive the newest enhancements promptly, (3) the Software may provide a 'Feedback' facility that allows Customer to send suggestions and ideas for improving the Software ("Feedback"), (4) the Software may include a mechanism to transmit information to Quest regarding unhandled exceptions to allow Quest's engineers to identify otherwise unreported issues to be addressed to improve the Software, and (5) the Software may make connections to Quest servers to verify license validity to ensure Quest Software is being operated only on authorized systems owned by licensed customers. By using the Software and opting-in, Customer hereby consents to the collection of such information by the Software, the transmission of such information to Quest or its sub-processors, and the use of such information by Quest or its sub-processors for the purposes specified here and any additional purposes specified in the Software at the time the user is prompted to opt-in.

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