

# 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.

Here’s how You find the Product Terms for Your Products:

- (1) First, determine the **License Type**. It appears in the name of the Product itself on the Quotation, Schedule, or other Order form. An example is *ACTIVE ROLE SERVER PER ENABLED USER ACCOUNT*, where the License Type is “Enabled User Account”. The definition of each License Type is in the License Type Glossary (click [here](#)).
- (2) Then, find the **License Category** for that License Type. The License Categories for each Product are listed in the License Type/License Category matrix below. For example, the License Category for the License Type “Enabled User Account” is Account.
- (3) Once You know the License Category, You can find the rules for each License Category in the License Categories table (click [here](#)). And, for all Products, the purchased license quantity may not be exceeded.
- (4) Finally, check the **Product Specific Terms** (click [here](#)) to see if any terms apply to Your Product

In summary, the Product Terms for Your Product consist of (i) the terms stated in the License Categories table below, (ii) the Product Specific Terms (if any), and (iii) the terms of this Product Guide.

## LICENSE TYPES BY LICENSE CATEGORY

LICENSE TYPE	LICENSE CATEGORY
<a href="#">Access Device</a>	Device
<a href="#">Appliance</a>	Device
<a href="#">Application Installer</a>	Object
<a href="#">Application Only User Acct</a>	Account
<a href="#">Archive Mailbox</a>	Object
<a href="#">Audited CPU</a>	Device
<a href="#">Cached Account</a>	Object
<a href="#">Concurrent Connection</a>	Connection
<a href="#">Concurrent Session</a>	Connection
<a href="#">Concurrent User</a>	Connection
<a href="#">Connected Client</a>	Device
<a href="#">Connected System Account</a>	Account
<a href="#">Connector</a>	Object
<a href="#">Core</a>	Device
<a href="#">CPU</a>	Device
<a href="#">CPU Socket</a>	Device
<a href="#">Data Base</a>	Object
<a href="#">Data Capacity</a>	Capacity
<a href="#">Desktop</a>	Object
<a href="#">Device</a>	Device
<a href="#">Device Capacity</a>	Capacity
<a href="#">Enabled AD LDS User Acct</a>	Account

LICENSE TYPE	LICENSE CATEGORY
<a href="#">Enabled User Acct</a>	Account
<a href="#">Enabled User Object</a>	Object
<a href="#">Enterprise Base Server</a>	Device
<a href="#">Front End Data Capacity</a>	Capacity
<a href="#">Front-End Server</a>	Device
<a href="#">FTR-A Instance</a>	Device
<a href="#">Functional Named User</a>	User
<a href="#">Host ID</a>	Device
<a href="#">IDM Concurrent Session</a>	Connection
<a href="#">IDM User</a>	Account
<a href="#">Indirectly Managed Physical CPU</a>	Device
<a href="#">Installed Host</a>	Device
<a href="#">Instance</a>	Object
<a href="#">Interface</a>	Device
<a href="#">IP SLA Source Device</a>	Device
<a href="#">Keystone Application</a>	Object
<a href="#">Keystone User</a>	Object
<a href="#">Limited Core CPU Socket</a>	Device
<a href="#">Limited CPU Server</a>	Device
<a href="#">Machine ID</a>	Device
<a href="#">Mailbox</a>	Object

LICENSE TYPE	LICENSE CATEGORY
<a href="#">Mainframe</a>	Device
<a href="#">Mainframe LPAR</a>	Device
<a href="#">Managed Computer</a>	Device
<a href="#">Managed Desktop (Application)</a>	Object
<a href="#">Managed Device</a>	Device
<a href="#">Managed DNS Record</a>	Object
<a href="#">Managed External Person</a>	Object
<a href="#">Managed Mailbox</a>	Account
<a href="#">Managed OS Instance</a>	Object
<a href="#">Managed Person</a>	Object
<a href="#">Managed Physical CPU</a>	Device
<a href="#">Managed Port</a>	Device
<a href="#">Managed Resource</a>	Object
<a href="#">Managed Seat</a>	Object
<a href="#">Managed Server</a>	Device
<a href="#">Managed User</a>	Account
<a href="#">Managed Workstation</a>	Device
<a href="#">Migrated GB</a>	Migrated Item
<a href="#">Migrated Mailbox</a>	Migrated Item
<a href="#">Migrated Sametime User</a>	Migrated Item
<a href="#">Migrated User Account</a>	Migrated Item
<a href="#">MIPS Based Licensing</a>	Device
<a href="#">Monitored Host</a>	Object
<a href="#">Monitored Node</a>	Object
<a href="#">MQ Processor Socket</a>	Device
<a href="#">Multifactor User</a>	Account
<a href="#">Named Server</a>	Device
<a href="#">Named User</a>	User
<a href="#">.NET Application Managed Physical CPU</a>	Device

LICENSE TYPE	LICENSE CATEGORY
<a href="#">.NET Processor Socket</a>	Device
<a href="#">Nexus</a>	Device
<a href="#">OS Instance</a>	Object
<a href="#">Per Connector</a>	Device
<a href="#">Production Environment</a>	Object
<a href="#">Protected Database</a>	Object
<a href="#">Published Object</a>	Object
<a href="#">QAS-Enabled Cluster System</a>	Object
<a href="#">QAS-Enabled Mainframe Partition</a>	Object
<a href="#">QAS Server</a>	Device
<a href="#">QAS User Account</a>	User
<a href="#">QAS Workstation</a>	Device
<a href="#">QSI Server</a>	Device
<a href="#">QSI User Account</a>	Object
<a href="#">Seat</a>	User
<a href="#">Server</a>	Device
<a href="#">Server Tier</a>	Device
<a href="#">Slot</a>	Device
<a href="#">Source Server</a>	Device
<a href="#">System</a>	Object
<a href="#">Tape Drive</a>	Device
<a href="#">Technical Named User</a>	User
<a href="#">Third-Party Application</a>	Object
<a href="#">User</a>	User
<a href="#">Virtual Appliance</a>	Object
<a href="#">Web Farm User</a>	User
<a href="#">Workstation</a>	Device

## LICENSE CATEGORIES

<b>ACCOUNT</b>	<ul style="list-style-type: none"> <li>An “<b>Account</b>” is each item in the domain or other logical group with which the Software is to be used. The license quantity for Software licensed by <b>Account</b> must be at least the total number of Accounts in the domain(s) or other logical group of Accounts with which the Software is to be used.</li> </ul>
<b>CAPACITY</b>	<ul style="list-style-type: none"> <li>“<b>Capacity</b>” is either (a) the amount of data to be managed by the Software (“Data Capacity”) or the amount of data capable of being stored on the Device utilized by the Software (“Device Capacity”).</li> </ul>
<b>CONNECTION</b>	<ul style="list-style-type: none"> <li>A “<b>Connection</b>” exists for the duration of a User’s login to (or use of) the Software or Devices managed by the Software.</li> </ul>

<b>DEVICE</b>	<ul style="list-style-type: none"> <li>A <b>“Device”</b> 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.</li> </ul> <p>Software licensed by a machine specific named <b>Device</b> may only be transferred to Device other than that on which it was initially installed if (a) the new physical Device replaces the original physical Device or (b) Quest provides its written consent. A named Device is a device that the Software restricts to a specific Device.</p>
<b>MIGRATED ITEM</b>	<ul style="list-style-type: none"> <li>A <b>“Migrated Item”</b> is an object to be moved by the Software from one platform to another.</li> </ul> <p>Software licensed by <b>Migrated Item</b> may be only used for one migration project.</p>
<b>OBJECT</b>	<ul style="list-style-type: none"> <li>An <b>“Object”</b> is an item such as an instance of a third party software product, a database instance, an operating system instance, a mailbox, or a virtual item (such as a virtual desktop) managed or monitored by the Software or with which the Software is used.</li> </ul>
<b>USER</b>	<ul style="list-style-type: none"> <li>A <b>“User”</b> is a named individual or unique login identity.</li> </ul> <p>Software licensed by <b>User</b> may be used on an individual computer, on a network storage device, or in a virtualized or shared environment (such as a Citrix server). For Software licensed by Seat, a User license is required for each Device on which the User installs the Software. If the Software is installed on a virtualized or shared environment, a User may access such Software from any number of Devices. A User license allocated to a person or login no longer associated with Customer’s use of the Software may be reallocated to another person or login.</p>

## LICENSE TYPE GLOSSARY

TERM	DEFINITION (Press “Alt” + “←” or the “back” key to return from a hyperlink)
<b>Access Device</b>	An Access Device is a <a href="#">Device</a> used to access applications and desktops published by vWorkspace.
<b>Appliance</b>	An Appliance is the computer upon which the Software is delivered.
<b>Application Installer</b>	An Application Installer is a single installer (such as Microsoft Standard Installer) that is imported to or created by the Software.
<b>Application Only User Acct</b>	An Application Only User Account is a <a href="#">User Account</a> to be authenticated by the Software.
<b>Archive Mailbox</b>	An Archive Mailbox is a mailbox that stores data moved by the Software to the archive environment.
<b>Audited CPU</b>	An Audited CPU is a <a href="#">CPU</a> used by a database or an application that will be audited by the Software.
<b>Cached Account</b>	A Cached Account is an account credential cached by the Software on one or more Virtual Appliance(s).
<b>Concurrent Connection</b>	A Concurrent Connection is a single <a href="#">Connection</a> to Licensee’s concurrent license server, regardless of the number of client machines on which the Software is installed.
<b>Concurrent Session</b>	A Concurrent Session is the time during which a user is using the Software to load a particular page in a web browser.
<b>Concurrent User</b>	A Concurrent User is a <a href="#">User</a> with a <a href="#">Connection</a> .
<b>Connected Client</b>	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.
<b>Connected System Account</b>	A Connected System Account is one (1) Active Directory <a href="#">Enabled User Account</a> that is mapped to an account in a system connected to Active Directory (such as a user or a group).
<b>Connector</b>	A Connector is software allowing one way, or bi-directional, alert / event synchronization between two designated third party management platforms / frameworks.
<b>Core</b>	A Core is a <a href="#">CPU</a> within a single integrated circuit containing multiple CPUs.
<b>CPU</b>	A CPU is a central processing unit that interprets computer program instructions and processes data.
<b>CPU Socket</b>	A CPU Socket is a connector on a computer’s motherboard that accepts a <a href="#">CPU</a> and forms an

TERM	DEFINITION (Press "Alt" + "←" or the "back" key to return from a hyperlink)
	electrical interface with it. Servers may contain one or more CPU Sockets.
<b>Data Base</b>	A Data Base 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.
<b>Data Capacity</b>	Data Capacity is the amount of data capable of being stored on the <a href="#">Device</a> utilized by the Software.
<b>Desktop</b>	A Desktop is one instance of a single user operating system on a single user computer.
<b>Device</b>	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.
<b>Device Capacity</b>	Device Capacity is the amount of data capable of being stored on the <a href="#">Device</a> utilized by the Software.
<b>Enabled AD LDS User Acct</b>	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.
<b>Enabled User Acct</b>	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.
<b>Enabled User Object</b>	Enabled User Objects are all the user account in the domain(s) to be managed by the Software.
<b>Enterprise Base Server</b>	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.
<b>Front End Data Capacity</b>	Front End Data Capacity is the amount of data capable of being managed by the Software on the <a href="#">Front End Server</a> .
<b>Front-End Server</b>	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.
<b>FTR-A Instance</b>	An FTR-A Instance is a computer on which the Software is installed for either script development or script playback.
<b>Functional Named User</b>	A Functional Named User is a <a href="#">Named User</a> 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.
<b>Host ID</b>	Host ID means the specific computer on which the Software may be used.
<b>IDM Concurrent Session</b>	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 <a href="#">Device</a> .
<b>IDM User</b>	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.
<b>Indirectly Managed Physical CPU</b>	An Indirectly Managed Physical CPU is a physical <a href="#">CPU</a> on a physical <a href="#">Device</a> that is managed by non-Foglight management tools and which send events or data to the Foglight Software.
<b>Installed Host</b>	An Installed Host is a virtual or physical machine that has an associated IP address.
<b>Instance</b>	An Instance is any occurrence of a database server.
<b>Interface</b>	An Interface allows a <a href="#">Device</a> 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.
<b>IP SLA Source Device</b>	An IP SLA Device is a <a href="#">Device</a> that generates the packets to a destination.
<b>Keystone Application</b>	A Keystone Application is a group of program or information objects assigned a unique application ID by the Software.
<b>Keystone User</b>	A Keystone User is the identity of a person or an object authenticated or authorized by the Software.
<b>Limited Core CPU Socket</b>	A Limited Core CPU Socket is a connector on a computer's motherboard that accepts up to four (4) <a href="#">Cores</a> .
<b>Limited CPU Server</b>	A Limited CPU Server is a server with no more than four (4) <a href="#">Limited Core CPU Sockets</a> .
<b>Machine ID</b>	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.
<b>Mailbox</b>	A Mailbox is a Microsoft Exchange mailbox.
<b>Mainframe</b>	A Mainframe is the IBM s/390 or zSeries engine and machine designated by Customer at the time the license is activated.

TERM	DEFINITION (Press “Alt” + “←” or the “back” key to return from a hyperlink)
<b>Mainframe LPAR</b>	A Mainframe LPAR is a logical partition running on a <a href="#">Mainframe</a> .
<b>Managed Computer</b>	A Managed Computer is any computer managed by the Software.
<b>Managed Desktop (Application)</b>	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.
<b>Managed Device</b>	A Managed Device is a <a href="#">Device</a> with a unique IP address.
<b>Managed DNS Record</b>	A Managed DNS Record is a DNS record managed by the Software.
<b>Managed External Person</b>	A Managed External Person is a person managed by the Software who is not a full-time, part-time, or contract employee, or contractor of Customer.
<b>Managed Mailbox</b>	A Managed Mailbox is a mailbox within Customer’s organization or information store.
<b>Managed OS Instance</b>	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.
<b>Managed Person</b>	A Managed Person is any full-time, part-time, or contract employee, or contractor of Customer with one or more LAN or WAN accounts capable of being managed by the Software.
<b>Managed Physical CPU</b>	A Managed Physical CPU is (i) any physical <a href="#">CPU</a> 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.
<b>Managed Port</b>	A Managed Port is a physical network port that is managed by Foglight for either data link (Layer 2) or network (Layer 3) communications.
<b>Managed Resource</b>	A Managed Resource is a resource residing at the unique IP addresses which will be managed by the Software.
<b>Managed Seat</b>	A Managed Seat is a computer, Terminal Server session, or other thin-client session to be managed or administered by the Software.
<b>Managed Server</b>	A Managed Server is any computer running a server version of a Microsoft or other operating system.
<b>Managed User</b>	A Managed User is a person with defined access on the source or target SharePoint environment.
<b>Managed Workstation</b>	A Managed Workstation is any computer running a workstation version of a Microsoft or other operating system.
<b>Migrated GB</b>	A Migrated GB is one GB of information to be migrated by the Software.
<b>Migrated Mailbox</b>	A Migrated Mailbox is the data associated with a single, unique, primary Internet electronic mail address to be migrated by the Software.
<b>Migrated Sametime User</b>	A Migrated Sametime User is any full-time, part-time, or contract employee, or any contractor of Customer with one or more LAN or WAN accounts on Customer’s network capable of being migrated from one application to another.
<b>Migrated User Account</b>	A Migrated User Account is a single Windows-based user account to be migrated.
<b>MIPS Based Licensing</b>	MIPS (millions of instructions per second) is the speed of the processor on the mainframe on which the Software is installed.
<b>Monitored Host</b>	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.
<b>Monitored Node</b>	A Monitored Node is any <a href="#">Device</a> connected to a computer network, including but not limited to a computer, server, router, switch, PC, personal digital assistant (PDA), cell phone, or various other network appliances.
<b>MQ Processor Socket</b>	An MQ Processor Socket is defined as a <a href="#">CPU Socket</a> on which IBM WebSphere MQ is installed and which is managed by the Software.
<b>Multifactor User</b>	A Multifactor User is a <a href="#">QAS User Account</a> using smart card or other multifactor methods.

TERM	DEFINITION (Press “Alt” + “←” or the “back” key to return from a hyperlink)
<b>Named Server</b>	A Named Server is an individual file server that is patched and managed by the Software.
<b>Named User</b>	A Named User is an individual specifically authorized to use the Software.
<b>.NET Application Managed Physical CPU</b>	A .NET Application Managed Physical CPU is a <a href="#">CPU</a> 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.
<b>.NET Processor Socket</b>	A .NET processor socket is (i) each <a href="#">CPU Socket</a> 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).
<b>Nexus</b>	A Nexus is a server upon which the Software is installed.
<b>OS Instance</b>	An “OS Instance” is an instance of an operating system whether installed on a physical or virtual machine.
<b>Per Connector</b>	A Connector is Software allowing one way, or bi-directional, alert / event synchronization between two designated third party management platforms / frameworks.
<b>Production Environment</b>	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.
<b>Protected Database</b>	A Protected Database is an instance of SQL Server running in a virtual machine or on a physical host.
<b>Published Object</b>	A Published Object is any object published by Microsoft Exchange, including but not limited to users, groups, and contacts.
<b>QAS-Enabled Cluster System</b>	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.
<b>QAS-Enabled Mainframe Partition</b>	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.
<b>QAS Server</b>	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.
<b>QAS User Account</b>	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.
<b>QAS Workstation</b>	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.
<b>QSJ Server</b>	A QSJ Server is any machine, physical or virtual, running a software application that employs QSJ Single Sign-on for Java server-side components to authenticate users in Microsoft Active Directory.
<b>QSJ User Account</b>	A QSJ User Account is a user account within Microsoft® Active Directory (use limited to one person) which uses the QSJ Single Sign-on for Java Server software to authenticate a network connection.
<b>Seat</b>	A Seat is a User.
<b>Server</b>	A Server is a single physical computer used to provide services or resources to more than one user.
<b>Server Tier</b>	A Server Tier is the size of a Server as determined by how many <a href="#">CPU Sockets</a> are contained on the server.
<b>Slot</b>	A Slot is a single physical connection point to a server for a storage device.
<b>Source Server</b>	A Source Server is a server that stores data to be migrated to a target environment.
<b>System</b>	A System is one application, operating system, or database with a unique account management structure to be managed by the Software.
<b>Tape Drive</b>	A Tape Drive is a single tape storage <a href="#">Device</a> or tape storage emulation Device.
<b>Technical Named User</b>	A Technical Named User is a <a href="#">Named User</a> granted full access to and use of the Software.
<b>Third-Party Application Instance</b>	A Third-Party Application Instance is any instance of a third-party monitoring or service desk software application being monitored by the Software.

TERM	DEFINITION (Press “Alt” + “←” or the “back” key to return from a hyperlink)
<b>User</b>	A User is one individual person.
<b>Virtual Appliance</b>	A Virtual Appliance is a virtual machine image designed to run on a virtualization platform.
<b>Web Farm User</b>	A Web Farm User is one individual within Customer’s organization with defined access to one SharePoint web farm.
<b>Workstation</b>	A Workstation is one computer used by one person.

## PRODUCT SPECIFIC TERMS

- Desktop Authority and/or Active Administrator
- Foglight
- Foglight Network Management System
- Freeware
- Hardware (including Dell Hardware)
- Instant Messaging Network Terms of Use
- JClass Software
- Migration Suite for SharePoint
- MSP
- Node Locked JPROBE
- Knowledge Portal Report Pack for Cobit Enterprise License
- Migration Suite for SharePoint
- OnWatch
- PowerGUI
- QAS or QSJ
- QMX for SMS, or QMX for Configuration Manager 2007 or QMX
- QMX for SCOM, and QMX for SCCM
- QMX SMSE Managed Server
- QMX SMSD Managed CPU
- Quest Policy Enforcer for Exchange
- Quest Total Virtual Data Protection
- Quest Total Virtual Data Protection Database Edition
- Quest Web Parts for SharePoint
- RemoteScan Enterprise for TS/CX & RemoteScan for TS/CX
- STAT Unlimited Technical & Functional Users Promo License
- StorageXpert
- Toad Extension for Eclipse, Community Edition
- Toad Extension for Visual Studio
- Toad Extension for Visual Studio Freeware
- Toad for Cloud Databases (Beta License)
- TOAD for DB2 Freeware
- TOAD for Oracle
- TOAD for Oracle Freeware
- TOAD Prepaid Training
- TOAD for SQL Server Freeware
- Token Hardware
- VAS, VSJ, VMX
- Virtual Server ID
- vWorkspace Desktop Edition
- vWorkspace Enterprise
- vWorkspace EOP Xtream Edition
- vWorkspace IE6 Compatibility Edition

<b>Desktop Authority and/or Active Administrator</b>	Notwithstanding anything contained herein to the contrary, Customer hereby agrees that (i) the Desktop Authority and/or Active Administrator product licensed from Quest is supported by ScriptLogic Corporation (“ScriptLogic”), (ii) unless otherwise agreed by the parties, the use of the Desktop Authority and/or Active Administrator product is governed exclusively by the terms of the ScriptLogic end user license agreement provided with the Desktop Authority and/or Active Administrator product (the “ScriptLogic Agreement”), (iii) the license fee for the Desktop Authority and/or Active Administrator product includes one year of Support (as Support is defined in the ScriptLogic Agreement) to be provided directly by ScriptLogic’s technical support team (web: <a href="http://www.scriptlogic.com/support">www.scriptlogic.com/support</a> or phone: (800) 813-6415), and (iv) the Support renewal fee for the Desktop Authority and/or Active Administrator product shall be calculated based on 25% of the then current list price of the Desktop Authority and/or Active Administrator product.
<b>Foglight</b>	Notwithstanding anything otherwise set forth in the Agreement, and subject to the terms and conditions set forth in this paragraph, Customer shall have the right to customize the Foglight product using the utilities built into the Foglight product. Customer understands and agrees that (1) Customer shall only use such customizations in accordance with its license rights set forth in the Agreement; (2) Customer shall have no right to distribute, sell, license, lease, loan or rent any such customizations; (3) Customer shall have no right to remove, replace or modify in any way any trademark, copyright, patent, product name, logo or restricted rights notice that is included within Foglight; and (4) Customer shall have no right to add any other trademark, logo or service mark to any portion of the Foglight product (including but not limited to the user interface, dashboards, reports or agents) that is (i) in close proximity to any of Quest’s trademarks, logos or product names, (ii) larger in size than any of Quest’s trademarks, logos or product names, or (iii) combined with any of Quest’s trademarks, logos or product names. 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.
<b>Foglight Network Management System</b>	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. Foglight Network Management System is licensed per Interface.

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<p><b>Instant Messaging Network Terms of Use</b></p>	<p>Customer understands and agrees that the Agreement does not modify or discharge Customer from compliance with the terms and conditions governing Customer's use of any third party instant messaging service ("Instant Messaging Agreement"). Customer hereby agrees to comply with all applicable Instant Messaging Agreements, (ii) that Quest shall not be liable for Customer's violation of an Instant Messaging Agreement, and (iii) to indemnify and</p>

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