

Sherri Worley  
WNA COMET EAST INC  
6 Stuart Rd  
CHELMSFORD, MA 01824  
United States

1/22/2010

To Whom It May Concern:

Please find enclosed the Quotation/Invoice for renewal of maintenance services for your organization's licensed Quest Software products. I am your point of contact for maintenance renewals for your licensed Quest products, and I will be happy to assist you with this purchase.

Quest offers a variety of convenient ways to place your maintenance renewal order:

1. Sign and fax the completed quote to me at the fax number listed below, or
2. Fax to me a purchase order matching the details listed on the attached quote, or
3. Return of an "Email Authorization to Invoice" – the template for which is below, or
4. Direct payment to Quest via check, wire transfer, or credit card.

To place your renewal order with an Email Authorization, simply return the following statement to me with the bracketed information filled in with the applicable details for your company:

"I, <name of authorized person>, <title>, authorize Quest Software to send <organization name> an invoice for Maintenance Services listed on Quote <quote number> covering the period <maintenance dates>, in the US dollar amount of <quote total> (including sales tax). Please send the invoice to the attention of: <contact name> Please send the invoice to the following address: <invoicing address>. My phone number is: <phone number>."

Your payment terms will be Net 30 from Quest's processing date of the applicable invoice. If you choose to utilize the Email Authorization, please ensure that your Finance/Accounts Payable department will honor the invoice upon receipt.

In order to maintain uninterrupted Quest Software technical support and product upgrades, your maintenance renewal order must be received prior to the expiration of your current agreement. In order to help you expedite the renewal process, I would like to speak with you regarding this quotation as soon as possible. Please let me know when might be a convenient time for you to talk.

If you have any questions about the maintenance renewal, please feel free to contact me directly. My contact information is below.

Thanks in advance for your prompt attention to this matter.

Best regards,  
Michael Stauffer  
Support Renewals Representative  
6500 Emerald Parkway, Suite 400  
Dublin, OH 43016

Phone # (614) 726-4878  
Fax # (614) 726-3989  
Email michael.stauffer@quest.com

# Quotation / Invoice



<b>Licensee:</b>	WNA COMET EAST INC	<b>Date</b>	1/22/2010
<b>Attn:</b>	Sherri Worley Phone # (978) 256-6553  sherri.worley@wna.biz	<b>Quote #</b>	1-599X0P
		<b>Rev #</b>	1
		<b>Valid From</b>	8/1/2009
		<b>Through:</b>	1/31/2010
		<b>Sales Rep:</b>	Michael Stauffer
		<b>Phone #</b>	(614) 726-4878
		<b>Fax #</b>	(614) 726-3989

<b>Bill To</b> WNA COMET EAST INC  Sherri Worley  6 Stuart Rd CHELMSFORD, MA 01824 United States	<b>Ship To</b> WNA COMET EAST INC  Sherri Worley  6 Stuart Rd CHELMSFORD, MA 01824 United States	<b>End User</b> WNA COMET EAST INC  Sherri Worley  6 Stuart Rd CHELMSFORD, MA 01824 United States sherri.worley@wna.biz
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Line	Part #	Product	Qty	Net Price	Support From	To	HW/# of CPUs	Extended Price
1	XPT-TOD-KS	TOAD FOR ORACLE XPERT EDITION PER SEAT MAINTENANCE RENEWAL PACK	1	\$569.00	11/30/2009	11/30/2010		\$569.00

Payment Terms: Net 30	<b>Subtotal</b>	<b>\$569.00</b>
	<b>Estimated Tax</b>	<b>\$17.78</b>
	<b>Total</b>	<b>\$586.78</b>

## Prepaid Maintenance Schedule

*Please circle preferred option*

Total 1 Year Support & Maintenance	Option 1:	\$569.00
Total 3 Years Support & Maintenance	Option 2:	\$1,092.48

Previous Invoice 446927 (PO T01331310101/FDX8357)

Licensee agrees that the Software shall be electronically delivered to it by Quest, and that no shipment of the Software or any related tangible media is required or requested. If and when any corrections, enhancements, or upgrades to the Software are made available to Licensee under Maintenance Services for the Software, such shall be made available to Licensee electronically and without the delivery of any tangible media. In the event Licensee receives any CD or other tangible media related to the Software at any time, Licensee hereby certifies that it will not access the data on such media and that it will immediately return the media to Quest. Licensee shall be responsible for any sales taxes resulting from Licensee's non-compliance with this requirement. To the extent provided under the Sales and Use tax regulations of the State of Massachusetts regarding purchases made with electronic delivery of canned software, and subject to the requirements of this Quotation, the Software license fees hereunder shall be exempt from taxes.

All applicable state and local taxes, shipping and handling charges, and out of pocket expenses shall be indicated on the invoice.

# Quotation / Invoice



**Licensee:** WNA COMET EAST INC

**Attn:**

Sherri Worley  
Phone # (978) 256-6553

sherri.worley@wna.biz

**Date** 1/22/2010

**Quote #** 1-599X0P **Rev #** 1

**Valid From** 8/1/2009 **Through** 1/31/2010

**Sales Rep:** Michael Stauffer  
**Phone #** (614) 726-4878 **Fax #** (614) 726-3989

Maintenance renewal fees paid to Quest are non-refundable.

Maintenance Services are as described on <http://www.quest.com/support> and are subject to the provisions of your existing agreement with Quest.

All prices are in USD.

Remit To: Quest Software, Inc.  
P.O. Box 51739  
Los Angeles, CA 90051-6039

Accepted By:

WNA COMET EAST INC

Authorized Signature:

Name:

Title: