

TELERIK Commercial Edition License Agreement for Telerik RadControls for ASP.NET AJAX

By downloading, installing or otherwise using the product identified above and/or its related materials, you agree to be bound by the terms and conditions of this License Agreement.

IMPORTANT — READ CAREFULLY: This license agreement (“LICENSE”) is a legal agreement between you (either an individual or a single entity, also referred to as “LICENSEE”, “YOU”) and Telerik Corp., (“TELERIK”), for the Telerik RadControls for ASP.NET AJAX Software (“TELERIK Software”) that is bundled with Software made available by DotNetNuke Corporation (“DNN Software”). Each reference to Software herein includes any software delivered in source or object code form (including software written in a high-level computer language), and all associated media, printed materials, and “online” or electronic documentation.

SOFTWARE PRODUCT LICENSE

The TELERIK Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties and contains confidential information and trade secrets. TELERIK retains all rights not expressly granted to you in this LICENSE.

I. GRANT OF LICENSE

TELERIK hereby grants to you, and you accept, a non-exclusive, non-transferable license to install, copy, use and modify the TELERIK Software only as authorized below.

The TELERIK Software is licensed for use by an unlimited number of developers but solely to the extent:

- that such developers use the TELERIK Software as it has been bundled with the Instance (defined herein) of the DNN Software with which the TELERIK Software was distributed to you; and
- use of the Telerik Software is limited to customization of the DNN Software or development of extensions to the DNN Software.

The permitted development may be performed through the wrapping codes (e.g., “skin objects” and “providers”) that are provided as part of the DNN Software or directly through use of the Telerik Software control API.

You may distribute the TELERIK Software to third parties but only (i) within the Instance of the DNN Software with which the TELERIK Software was received by you and (ii) pursuant to the terms of this LICENSE. An “Instance” is a discrete copy of such DNN Software, paired with an underlying web server, written to and operating with its own discrete and dedicated system memory.

You may make copies on more than one computer, as long as the use of the TELERIK Software is within the Instance of the DNN Software with which the TELERIK Software was distributed to you. The TELERIK Software is in “use” on a computer when it is loaded into temporary memory (i.e. RAM) or installed into permanent memory (e.g. hard disk or other storage device) of that computer for development purposes or installed on a network server for the sole purpose of internal distribution among developers within your organization.

This license grants you no rights to the “2007 Microsoft Office System User Interface”. For an appropriate license, please, contact Microsoft directly.

II. LICENSE LIMITATIONS

- You are not allowed to use, copy, modify, or merge copies of the TELERIK Software or any accompanying documents except as permitted in this LICENSE.
- At no time may the TELERIK Software be used for development purposes by individuals other than the licensed developer(s).
- In no event may the TELERIK Software be distributed, transferred, rented, leased or sublicensed on a stand-alone basis or as part of any other packaged solution other than the Instance of the applicable DNN Software product with which the TELERIK Software was distributed to you. The TELERIK Software may only be distributed, transferred, rented, leased or sublicensed as long as it is embedded and/or combined with the applicable DNN Software product with which the TELERIK Software was distributed to you.
- You may not use the TELERIK product names, logos or trademarks to market your software.
- You are not allowed to reverse engineer or to disassemble, decompile or “unlock”, decode or otherwise reverse translate or attempt in any manner to reconstruct or discover any source code or underlying algorithms of the TELERIK Software provided in object code form only, subject to applicable law to the contrary.
- You agree to indemnify, hold harmless, and defend TELERIK and its resellers from and against any and all claims or lawsuits including attorney's fees that arise or result from the use of your software.

III. DELIVERY

You will receive a master copy of the TELERIK Software licensed hereunder in electronic format only. Documentation shall also be provided in electronic format.

IV. TERMINATION

This LICENSE shall last as long as you use the TELERIK Software in compliance with this LICENSE. TELERIK may terminate this LICENSE if you fail to comply with any of the terms and conditions herein. In such event you agree to remove and destroy all copies of the TELERIK Software and any applicable source code.

TELERIK reserves the right to discontinue at any time any product, whether it is offered individually or as a part of a product suite.

V. COPYRIGHT

All title and copyrights in and to the TELERIK Software (including but not limited to any images, photographs, animations, video, audio, music, text, incorporated into the TELERIK Software), the accompanying printed materials, and any copies of the TELERIK Software, and any trademarks or service marks of TELERIK are owned by TELERIK or its licensors unless explicitly stated otherwise. All title and intellectual property rights in and to the content that may be accessed through use of the TELERIK Software is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This LICENSE grants you no rights to use such content.

The TELERIK Software may contain licensed materials from the Microsoft ASP.NET AJAX Control Toolkit. For more information on the Microsoft Public License (Ms-PL), please visit: <http://www.microsoft.com/resources/sharedsource/licensingbasics/publiclicense.aspx#Ms-PL>.

VI. LIMITED WARRANTY

TELERIK warrants solely that the TELERIK Software will perform substantially in accordance with the accompanying user documentation a period of ninety (90) days. TELERIK does not warrant the use of the TELERIK Software will be uninterrupted or error free at all times and in all circumstances, nor that program errors will be corrected. This limited warranty shall not apply to any error or failure resulting from (i) machine error, (ii) LICENSEE's failure to follow operating instructions, (iii) negligence or accident, or (iv) modifications to the TELERIK Software by any person or entity other than TELERIK. In the event of a breach of warranty, LICENSEE's sole and exclusive remedy, is repair of all or any portion of the TELERIK Software. If such remedy fails of its essential purpose, LICENSEE's sole remedy and TELERIK's maximum liability shall be a refund of the paid purchase price for the defective TELERIK Software only. This limited warranty is only valid if TELERIK receives written notice of breach of warranty no later than thirty (30) days after the warranty period expires. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS LICENSE, TELERIK DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

VII. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TELERIK BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN ANY CASE, TELERIK'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE LICENSE FEES LICENSEE PAID TO TELERIK FOR THE PRODUCT GIVING RISE TO SUCH DAMAGES, NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT BE APPLICABLE. TELERIK IS NOT RESPONSIBLE FOR ANY LIABILITY ARISING OUT OF CONTENT PROVIDED BY LICENSEE OR A THIRD PARTY THAT IS ACCESSED THROUGH THE PRODUCT AND/OR ANY MATERIAL LINKED THROUGH SUCH CONTENT. ANY DATA INCLUDED IN A PRODUCT UPON SHIPMENT FROM TELERIK IS FOR TESTING USE ONLY AND TELERIK HEREBY DISCLAIMS ANY AND ALL LIABILITY ARISING THEREFROM. THE EXTENT OF TELERIK'S LIABILITY FOR THE LIMITED WARRANTY SECTION SHALL BE AS SET FORTH THEREIN.

VIII. MISCELLANEOUS

This License will be governed by the law of the Commonwealth of Massachusetts, U.S.A., without regard to the conflict of laws principles thereof. The Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods shall not apply to this Agreement. If any provision of this LICENSE is to be held unenforceable, such holding will not affect the validity of the other provisions hereof.

Failure of a party to enforce any provision of this LICENSE shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

This License represents the entire understanding between the parties with respect to its subject matter.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND THIS AGREEMENT, AND UNDERSTAND THAT BY CONTINUING THE INSTALLATION OF THE SOFTWARE PRODUCT, BY LOADING OR RUNNING THE SOFTWARE PRODUCT, OR BY PLACING OR COPYING THE SOFTWARE ONTO YOUR COMPUTER HARD DRIVE, YOU AGREE TO BE BOUND BY THIS AGREEMENT'S TERMS AND CONDITIONS. YOU FURTHER AGREE THAT, EXCEPT FOR WRITTEN SEPARATE AGREEMENTS BETWEEN TELERIK AND YOU, THIS AGREEMENT IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE RIGHTS AND LIABILITIES OF THE PARTIES.