

End User License Agreement

This End-User License Agreement (EULA) is a legal agreement between You (either as an individual or a legal entity), a developer of software applications, ("Developer") and RadiantQ for the RadiantQ Software that accompanies this EULA, which may include: java script files, binary executable files, binary library files (dynamically linked library assemblies, or DLL files), source code files, documentation, associated services, and/or other related items ("Software").

This Software is owned by RadiantQ and is protected by copyright law and international copyright treaty. RadiantQ retains the title to and ownership of the Software.

By installing, copying, or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not agree to any part of the terms of this EULA, DO NOT INSTALL, USE, EVALUATE, OR REPLICATE IN ANY MANNER, ANY PART, FILE OR PORTION OF THE Software.

Upon your acceptance of the terms and conditions of the License Agreement, RadiantQ grants to you as an individual, a personal, nonexclusive license to install and use the Software for the sole purposes of designing, developing, testing, and deploying application programs which you create.

All Software is licensed, not sold. If you are an individual, you must acquire an individual license for the Software from RadiantQ or its authorized resellers. If you are an entity, you must acquire an individual license for each Developer within your organization from RadiantQ or its authorized resellers.

RIGOROUS ENFORCEMENT OF INTELLECTUAL PROPERTY RIGHTS. If the licensed right of use for this Software is purchased by you with any intent to reverse engineer, decompile, create derivative works, and the exploitation or unauthorized transfer of, any RadiantQ intellectual property and trade secrets, to include any exposed methods or source code where provided, no licensed right of use shall exist, and any Product(s) created as a result shall be judged illegal by definition of all applicable law. Any sale or resale of intellectual property or created derivatives so obtained will be prosecuted to the fullest extent of all local, federal and international law.

Grant of License

This EULA, if legally executed as defined herein, licenses and so grants the single individual Developer the following rights:

Limited use for evaluation purposes. If the Software you have obtained is marked as a "TRIAL" or "EVALUATION," you may install one copy of the Software for testing purposes and having reservation of rights and ownership applied, as described in the next section, for an unlimited period of time, on any number of computers that you own. However, until you would purchase a separate usage license and install the appropriate license file on each of the computers, the Software may warn you periodically that it is licensed to be used for evaluation purposes only. To learn how to access and use the Software you should review the Documentation information installed with the Software and available from the RadiantQ product section in the Start menu.

Use for personal or commercial purposes by Purchasing a Usage License. With a separately purchased Usage License and an associated installed License File, you are allowed to copy, install, access, display, and use the Software for personal or commercial purposes and having reservation of rights and ownership applied, as described in the next section, for unlimited time, on any number of computers that you own, as long as the number of users that would have access to the Software is strictly limited as defined by the purchased usage license type (if such limitation is defined by that license type), and as long as any other limitations defined by the purchased usage license type are also strictly respected. To purchase a Usage License, you should use the Purchase License Page of the RadiantQ Web site: <http://www.RadiantQ.com/Purchase.aspx>.

Usage Restrictions for Consultants. Consulting companies with developers that are building applications on behalf of their clients need to be licensed on a per client basis.

Installing in a Build Machine. When compiling project using our assemblies in an unmanned Build Machine, a separate license needs to be purchased for each Build Machine. You can avail new releases and updates with this license, however you cannot avail Technical Support using this license.

Limited use of Source Code Files obtained by purchasing of a Usage License. You acknowledge that the Software in source code form remains a confidential trade secret of RadiantQ and therefore, the provision of source code, if included with the Software, does not constitute transfer of any legal rights to such code, and resale or distribution of all or any portion of all source code and intellectual property will be prosecuted to the fullest extent of all applicable local, federal and international laws.

Royalty Free Distribution and Deployment. Owning at least a single valid developer license Subscription by a company allows the company to distribute RadiantQ's files within their servers and employee machines. This means that you may distribute your applications linking to our Software incurring no royalty fee, regardless of the number of copies you redistribute, on the number of servers you deploy within your company.

The following files are considered redistributables under this EULA:

RadiantQ.GanttControls.dll

RadiantQ-jQuery.gantt.*.js and referenced files

At no time may the Developer create any tool, redistributable, or Software that directly or indirectly competes with RadiantQ Software which utilizes all or any portion of the Software contained within this installation.

Distribution by the Developer of any design-time tools (EXE's or DLL's), executables, and source code distributed to Developer by RadiantQ as part of this Software and not explicitly identified as a redistributable file is strictly prohibited. The Developer shall not develop software applications that provide an application programming interface to the Software or the Software as modified.

The Developer may NOT distribute the Software, in any format, to other users for development or application compilation purposes. Specifically, if Developer creates a control using the Software as a

constituent control, Developer may NOT distribute the control created with the Software (in any format) to users to be used at design time and or for ANY development purposes.

Creating and distributing Sharepoint WebParts using the RadiantQ software for commercial purposes is strictly prohibited.

Developer MAY NOT REDISTRIBUTE any Software files if using an evaluation, trial, Not for Resale, or demo version of the Software.

Subscription: All License purchases come with 1 Year Subscription. During the Subscription period, unlimited Technical Support will be provided where our team will assist the licensed developers in utilizing our libraries. Support will be provided with a standard Response time of 2 days. Enterprise or Source license holders will get a Response time of 1 day. During the Subscription period, all new official releases can also be availed for free.

At the end of the first year, Subscriptions can be renewed or extended Annually at an additional cost. Renewal should however happen before the Subscription expires. Expired Subscriptions cannot be renewed, rather a new license will have to be purchased to continue Subscription.

Copyright. All title and copyrights in and to the Software (including but not limited to any copywritten images, demos, source code, intermediate files, packages, photographs, redistributables, animations, video, audio, music, text, and "applets" incorporated into the Software the accompanying printed materials, and any copies of the Software) are owned by RadiantQ or its subsidiaries. The Software is protected by copyright laws and international treaty provisions and therefore, you must treat the Software like any other copyrighted material except that you may install the Software as described in this EULA.

Reservation of Rights and Ownership. RadiantQ reserves all rights not expressly granted to you in this EULA. The Software is protected by copyright and other intellectual property laws and treaties. RadiantQ or its suppliers own the title, copyright, and other intellectual property rights of the Software.

Consent to Use of Data. You agree that RadiantQ may collect and use information gathered from you as part of the purchase process, if applicable, in relation to the Software. RadiantQ may use this information solely to contact you, if needed, in relation to the purchased product or to provide customized services or technologies to you, and will not disclose this information in a form that personally identifies you.

Also, you agree that RadiantQ may collect and use technical information gathered as part of any support services provided to you, if any, in relation to the Software. RadiantQ may use this information solely to improve its products or to provide customized services or technologies to you, and will not disclose this information in a form that personally identifies you.

Supplemental Software Licensing. Beside the Software itself, this EULA applies to all supplements, updates, add-on components, services, and/or any other future items related to the Software that RadiantQ may make available to you after the date you have obtained your initial copy of the Software,

unless other terms are provided along with that future item. RadiantQ reserves the right to discontinue any service made available to you through the use of the Software at any time in the future, with or without a notification to you.

Not for Resale Software. The Software is identified as "Not for Resale", and may not be sold or otherwise transferred for value, excepting the redistribution of Software binary library files in the conditions defined by the Grant of License and Reservation of Rights and Ownership sections above.

Termination. Without prejudice to any other rights, RadiantQ may terminate the EULA if you fail to comply with any of its terms. In such event, you must destroy all copies of the Software and all of its component parts.

Guarantee. The Software is designed and offered as general-purpose software, not for any user's particular purpose. You accept that no software is error free and you are strongly advised to back-up your files regularly.

By purchasing a Usage License for the Software, you receive free support for installing and using the Software, and for fixing of any errors found by you to be part of the purchased Software, for a period of 1 Year. To request the support, please use the Support page of RadiantQ Web site:

<http://www.RadiantQ.com/Support.aspx>.

Disclaimer of Warranty. Besides the guarantee above, RadiantQ expressly disclaims any warranty for the Software. The Software and any related documentation is provided as is without warranty of any kind, either express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or noninfringement. RadiantQ does not warrant, guarantee, or make any representations regarding the use, or the results of the use, of the Software in terms of correctness, accuracy, reliability, or otherwise. The entire risk arising out of use or performance of the Software remains with you. No oral or written information or advice given by RadiantQ or its employees shall create a warranty or in any way increase the scope of this warranty.

Limitations of Liability. To the maximum extent permitted by applicable law, in no event shall RadiantQ be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the Software or the provision of or failure to provide Support Services, even if RadiantQ has been advised of the possibility of such damages.

Developer understands that the Software may produce inaccurate results because of a failure or fault within the Software or failure by Developer to properly use and or deploy the Software. Developer assumes full and sole responsibility for any use of the Software, and bears the entire risk for failures or faults within the Software. You agree that regardless of the cause of failure or fault or the form of any claim, YOUR SOLE REMEDY AND RadiantQ'S SOLE OBLIGATION SHALL BE GOVERNED BY THIS AGREEMENT AND IN NO EVENT SHALL RadiantQ'S LIABILITY EXCEED THE PRICE PAID TO RadiantQ FOR THE Software. This Limited Warranty is void if failure of the Software has resulted from accident, abuse, alteration, unauthorized use or misapplication of the Software.

Indemnification. You hereby agree to indemnify RadiantQ and its officers, directors, employees, agents, and representatives from each and every demand, claim, loss, liability, or damage of any kind, including actual attorneys fees, whether in tort or contract, that it or any of them may incur by reason of, or arising out of, any claim which is made by any third party with respect to any breach or violation of this Agreement by you or any claims based on the Applications and the Software included herein.

Privacy Policy

Information Collection

We do collect information from you while you download our product. We also collect information when installing our licensed version regarding the user login, license key and company name to ensure license compliance.

We do not sell, rent, or give your personal information to any third party. And we do not use your information for any purpose outside the scope of communicating with you in the most efficient manner. We may use your personal information to deliver services, such as newsletters, events, training or software, which you request or purchase. We may also use any information you have provided as reasonably necessary to provide customer support to you.

Contact

Should you have any question concerning this EULA, or if you desire to contact RadiantQ for any reason related to the Software or EULA, please use the Contact Page of the RadiantQ Web site:

<http://www.RadiantQ.com/Contact.aspx>.