

Telerik End User License Agreement Kendo UI Complete for JSP Beta Trial

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XI. MISCELLANEOUS

This agreement will be governed by the law of the Commonwealth of Massachusetts, U.S.A., without regard to the conflict of laws principles thereof. If any dispute, controversy, or claim cannot be resolved by such good faith discussion between the parties, then it shall be submitted for resolution to a state or Federal court or competent jurisdiction in Boston, Massachusetts, USA, and the parties hereby agree to submit to the jurisdiction and venue of such court. 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 agreement represents the entire understanding between the parties with respect to its subject matter. If a particular provision of this agreement is terminated or held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, this agreement shall remain in full force and effect as to the remaining provisions.

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You may not assign, sublicense, sub-contract, or otherwise transfer this agreement, or any rights or obligations under it, without Telerik's prior written consent.

XIII. SURVIVAL

Sections V, VI, VII, and VIII, IX, X, XI, XII, XIII, XIV and any confidentiality obligations set forth herein shall survive the expiration or termination of this Agreement.

XIV. Force Majeure

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