

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

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4. No Redistribution.

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II. SUPPORT

No dedicated technical support is provided with the Software. However, as part of your license you are allowed to access the support resources offered by Telerik at its sole discretion (documentation, code library, forums) at <http://www.kendoui.com/get-help.aspx>.

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VIII. TERM AND TERMINATION

Unless terminated earlier, this agreement shall terminate upon release of a commercial version of Kendo UI Complete for PHP. Telerik may terminate this agreement at any time upon written notice to You. This agreement shall terminate immediately if You breach the terms and conditions of this agreement. Upon termination of this agreement for any reason, all licenses granted to You under this agreement shall terminate.

IX. CONFIDENTIALITY

Except as otherwise provided herein, You expressly undertake to retain in confidence all information and know-how transmitted or disclosed to You that Telerik has identified as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, and expressly

undertake to make no use of such information and know-how except under the terms and during the existence of this Agreement. However, You shall have an obligation to maintain the confidentiality of information that (i) You received rightfully from a third party without an obligation to maintain such information in confidence; (ii) Telerik has disclosed to a third party without any obligation to maintain such information in confidence; (iii) was known to You prior to its disclosure by Telerik; or (iv) is independently developed by You without use of the confidential information of Telerik. Without limiting the foregoing, Licensee shall treat any source code for the Software as confidential information and shall not disclose, disseminate, or distribute such materials to any third party without Telerik's prior written permission. Each party's obligations under this Section 10 shall apply at all times during the term of this Agreement and for five (5) years following termination of this Agreement, provided, however, that (i) obligations with respect to source code shall survive in perpetuity and (ii) trade secrets shall be maintained as such until they fall into the public domain.

X. FEEDBACK

You license to Telerik without charge all intellectual property or other rights necessary for Telerik to use, share, and commercialize in any way or for any purpose any feedback about the Software you provide. You also license to all third parties without charge all intellectual property or other rights necessary for their products, technologies and services to use or interface with any specific parts of Telerik software or services that includes the feedback. You will not give feedback that is subject to any license that requires Telerik to license its software or documentation or provide its services to third parties. The rights granted in this paragraph are perpetual and world-wide and survive the termination or expiration of this agreement.

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.

XII. NO ASSIGNMENT

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 III.5, V, VI, VII, 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

Neither party shall be deemed in default of this Agreement if failure or delay in performance is caused by an act of God, fire, flood, severe weather conditions, material shortage or unavailability of transportation, government ordinance, laws, regulations or restrictions, war or civil disorder, or any other cause beyond the reasonable control of such party.

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.