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

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**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 shall apply at all times during the term of this agreement and for ten (10) years following termination of this agreement.

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**XI. MISCELLANEOUS**

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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.

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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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