

Telerik End User License Agreement for Progress Kendo UI Complete

(Last Updated June 21, 2017)

Progress Kendo UI Complete is a suite of products containing Progress Kendo UI Professional, Progress Kendo UI for Angular 2 RC, Progress Telerik UI for ASP.NET MVC, Progress Telerik UI for ASP.NET Core, Progress Telerik UI for JSP and Progress Telerik UI for PHP.

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purchase.

For purposes of this Agreement:

“Kendo UI for Angular 2 RC” means the RC software identified as Progress Kendo UI for Angular 2 RC

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1.2.2 Support. During the Subscription Period, You are entitled to the "Commercial" support package as described in greater detail here: <http://www.telerik.com/purchase/support-plans/devtools> subject to the limitations and restrictions described in the following Fair Usage Policy. The support services for tickets submitted relating to AngularJS implementations are limited to (i) assistance with plain implementations which include AngularJS and Progress Kendo UI widgets, (ii) assistance with implementations which utilize the Kendo Angular labs project (<https://github.com/kendo-labs/angular-kendo>) and its directives (project support) or (iii) implementations which require extension of the existing Kendo Angular labs project with new logic.

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12. Confidentiality

Except as otherwise provided herein, each party expressly undertakes to retain in confidence all information and know-how transmitted or disclosed to the other that the disclosing party 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 undertakes to make no use of such information and know-how except under the terms and during the existence of this Agreement. However, neither party shall have an obligation to maintain the confidentiality of information that (i) it received rightfully from a third party without an obligation to maintain such information in confidence; (ii) the disclosing party has disclosed to a third party without any obligation to maintain such information in confidence; (iii) was known to the receiving party prior to its disclosure by the disclosing party; or (iv) is independently developed by the receiving party without use of the confidential information of the disclosing party. Further, either party may disclose confidential information of the other party as required by governmental or judicial order, provided such party gives the other party prompt written notice prior to such disclosure and complies with any protective order (or equivalent) imposed on such disclosure. Without limiting the foregoing, Licensee shall treat any source code for the Programs 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 12 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.

13. Governing Law

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 a good faith discussion between the parties, then it shall be submitted for resolution to a state or Federal court of competent jurisdiction in Boston, Massachusetts, USA, and the parties hereby agree to submit to the jurisdiction and venue of such court. Neither the Uniform Computer Information Transactions Act nor the United Nations Convention for the International Sale of Goods shall apply to this Agreement. Failure of a party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

14. Entire Agreement

This Agreement sets forth our entire agreement with respect to the Software and supersedes

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15. 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.

16. Survival

Any provisions of the Agreement containing license restrictions, including, but not limited to those related to the Program source code, warranties and warranty disclaimers, confidentiality obligations, limitations of liability and/or indemnity terms, and any provision of the Agreement which, by its nature, is intended to survive shall remain in effect following any termination or expiration of the Agreement.

17. Severability

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.

18. 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.

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