

End User License Agreement for Progress Telerik UI for JSP

(Last Updated May 1, 2017)

Progress Telerik UI for JSP (Java Server Pages) is a suite of products containing Kendo UI Professional and Java based server wrappers that are tailored to be used as either stand-alone JSP applications or as the view engine of a MVC pattern-based frameworks and is offered pursuant to the terms and conditions contained below.

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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.

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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.

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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

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