

KENDO UI BETA End-User License Agreement

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9. TERM AND TERMINATION

Unless terminated earlier, this agreement shall terminate 60 days from the date You downloaded the Software. 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.

10. INDEMNITY

You agree to indemnify, hold harmless, and defend Telerik and its resellers from and against any and all claims, lawsuits and proceedings (collectively "Claims"), and all expenses, costs (including attorney's fees), judgments, damages and other liabilities resulting from such Claims, that arise or result from Your use of the Software in violation of this Agreement.

11. 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 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 11 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.

12. GOVERNING LAW

This License 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 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 Agreement is to be held unenforceable, such holding will not affect the validity of the other provisions hereof.

13. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications regarding the subject matter hereof. Use of any purchase order or other Licensee document in connection herewith shall be for administrative convenience only and all terms and conditions stated therein shall be void and of no effect unless otherwise agreed to in writing by both parties.

14. 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.

15. SURVIVAL

For avoidance of doubt, any provisions of the Agreement containing license restrictions, 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.

16. 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.

17. 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.

18. Reports and Audit Rights.

Licensee shall grant Telerik audit rights against Licensee twice within a calendar three hundred and sixty five (365) day period upon two weeks written notice, to verify Licensee's compliance with this Agreement. Licensee shall keep adequate records to verify Licensee's compliance with this Agreement.

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.