

Telerik End User License Agreement for Progress Kendo UI, 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

(Last Updated September 13, 2017)

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Progress Kendo UI includes technology support for jQuery, Angular, Vue, and React. The following optional products are also available in conjunction with a license to Progress Kendo UI: 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 (additional license fees will apply).

This is a license agreement and not an agreement for sale.

Certain Definitions.

For purposes of this Agreement:

"Kendo UI Documentation" means any generally available customer documentation accompanying the Kendo UI Programs.

"Kendo UI Programs" means the Telerik computer software identified as Progress Kendo UI and any updates, upgrades, modifications and error corrections thereto provided to Licensee by Telerik. If You have purchased a license to Progress Telerik UI for ASP.NET MVC and Progress Telerik UI for ASP.NET Core in conjunction with Your license to Progress Kendo UI, the term "Kendo UI Programs" shall also include Progress Telerik UI for ASP.NET MVC and Progress Telerik UI for ASP.NET Core and any updates, upgrades, modifications and error corrections thereto provided to Licensee by Telerik. If You have purchased a license to Progress Telerik UI for JSP in conjunction with Your license to Progress Kendo UI, the term "Kendo UI Programs" shall also include Progress Telerik UI for JSP and any updates, upgrades, modifications and error corrections thereto provided to Licensee by Telerik. If You have purchased a license to Progress Telerik UI for PHP in conjunction with Your license to Progress Kendo UI, the term "Kendo UI Programs" shall also include Progress Telerik UI for PHP and any updates, upgrades, modifications and error corrections thereto provided to Licensee by Telerik.

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Subject to the terms of this Agreement, Telerik hereby grants to You the following limited, non-exclusive, non-transferable license (the "License") to use the Kendo UI Software (as defined below) as set forth below. You are granted either a Trial License pursuant to Section 1.1 or a Developer License with Updates and Support pursuant to Section 1.2. Which version of the License applies (i.e., Trial License or Developer License with Updates and Support) is determined

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1.1 Trial License

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1.1.3 Updates. At Telerik's sole discretion, You may receive minor updates (i.e., service pack updates) for the Software version You are evaluating. You are not eligible to receive major updates (i.e. major revisions to or new versions of the Software) for the Software You are evaluating. Software updates replace and/or supplement (and may disable) the version of the Software that formed the basis for Your eligibility for the update. You may use the resulting updated Software only in accordance with the terms of this Trial License.

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1.2.2 Support. During the Subscription Period, You are entitled to either the "Lite", "Priority", or "Ultimate" support package as described in greater detail here:

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1.2.2.1 Support Package Fair Usage Policy. Telerik may limit or terminate Your access to any or all of the support services if Your use of the support services is determined by Telerik, in its sole and reasonable discretion, to be excessive.

1.2.2.2 In no event will Telerik provide support of any kind to end-users of Your Integrated Products.

1.2.3 Updates. During the Subscription Period, You will be eligible to receive all major updates and minor updates for the version of the Software that You license hereunder and source code for the Software. Updates replace and/or supplement (and may disable) the version of the Software that formed the basis for Your eligibility for the update. You may use the resulting updated Software only in accordance with the terms of this License.

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subsequent one-year Subscription Periods for the entire time that You remain actively enrolled in the Support and Maintenance Auto Renewal Program.

1.2.4.2 As a condition of Your initial and continued enrollment in the Support and Maintenance Auto Renewal Program, You agree to keep Your credit card, billing, and contact information up-to-date at all times via Your Account. You may change Your auto renewal preference at any time within Your Account or by contacting Telerik directly. Telerik may switch Your auto renewal preference to "off" at any time Telerik determines or suspects that Your credit card, billing, and/or contact information is out of date, inaccurate, or fraudulent. Telerik may disable or discontinue the Auto Renewal Program at any time for any reason without providing advance notice to You.

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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 any prior or contemporaneous communications regarding the Software. You agree that You are not relying on any representation or obligation other than those set forth in this Agreement. 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. In cases where this license is being obtained through an approved third party, these terms shall supersede any third party license or purchase agreement.

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.

19. Export Classifications

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20. Commercial Software

The Programs and the Documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

21. 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.

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