Telerik End User License Agreement for Kendo UI Web

(Last Updated July 11, 2012)

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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. Each party's obligations under this Section 11 shall apply at all times during the term of this Agreement and for two (2) years following termination of this Agreement.

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 such 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. Neither the Uniform Computer Information Transactions Act and the United Nations Convention nor 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. 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.

13. 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.

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

Sections 1.1.5.5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 shall survive the expiration or termination of this 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.

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