

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

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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.

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 Progress computer software identified as Progress Kendo UI and any updates, upgrades, modifications and error corrections thereto provided to Licensee by Progress. 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 Progress. 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 Progress. 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 Progress.

“Kendo UI Software” and/or “Software” means the Kendo UI Programs and the Kendo UI Documentation.

“Licensed Developers” means one of Your employees or third-party consultants authorized to develop Your Integrated Products specifically for You using the Software in accordance with this Agreement. Licensed Developers must correspond to the maximum number of seats You have purchased from Progress hereunder. This means that, at any given time, the number of Licensed Developers cannot exceed the number of seats that You have purchased from Progress and for which You have paid Progress all applicable License Fees pursuant to this Agreement. The Software is in “use” on a computer when it is loaded into temporary memory (i.e. RAM) or installed into permanent memory (e.g. hard disk or other storage device). Your Licensed Developers may install the Software on multiple machines, so long as the Software is not being used simultaneously for development purposes at any given time by more Licensed Developers than You have seats.

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1.1.2 Support. You are entitled to enter five (5) support requests via Progress’ ticketing system with a 72 hour response time (excluding Saturdays, Sundays and holidays) for thirty (30) days after download of

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1.1.3 Updates. At Progress' 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: <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. You will lose the right to receive support and updates at the end of your Subscription Period, unless you renew your access to updates and support for additional Subscription Period(s) with Progress at additional cost. Your level of support (Lite, Priority or Ultimate) is determined at the time of initial license purchase. You may upgrade Your level of support at any time during an active Subscription Period provided Progress continues to make such levels of support generally available. Any support level upgrades (if purchased) and all access to support and updates thereunder will be bound to the term of the then active Subscription Period (i.e. the renewal/expiration date of Your Subscription Period will not change as a result of the support level upgrade). You generally may not downgrade Your level of support and there is no automated mechanism available to You by which to downgrade.

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

1.2.2.2 In no event will Progress 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.

1.2.4 Support and Maintenance Auto Renewal Program

1.2.4.1 You may elect to enroll in the Support and Maintenance Auto Renewal Program at the time of purchase for a license purchased online at www.telerik.com or at any time thereafter by enabling auto renew within Your www.telerik.com account (“Your Account”) and/or by contacting Progress directly. By enrolling in the Support and Maintenance Auto Renewal Program, you understand and agree that Your access to updates and support will automatically renew for 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 Progress directly. Progress may switch Your auto renewal preference to “off” at any time Progress determines or suspects that Your credit card, billing, and/or contact information is out of date, inaccurate, or fraudulent. Progress may disable or discontinue the Auto Renewal Program at any time for any reason without providing advance notice to You.

1.2.4.3 Access to updates and support is sold and invoiced by Progress. ONCE YOU HAVE ENROLLED IN THE SUPPORT AND MAINTENANCE AUTO RENEWAL PROGRAM, UNLESS YOU SET THE SUBSCRIPTION AUTO RENEWAL PREFERENCE TO “OFF” IN YOUR ACCOUNT PRIOR TO THE END OF YOUR EXISTING SUBSCRIPTION PERIOD, YOUR ACCESS TO UPDATES AND SUPPORT WILL AUTOMATICALLY RENEW, AND YOU AUTHORIZE PROGRESS (WITHOUT NOTICE) TO COLLECT THE THEN-APPLICABLE FEE AND ANY TAXES FOR THE RENEWAL SUBSCRIPTION PERIOD, USING THE CREDIT CARD OR BILLING CREDENTIALS THAT YOU PROVIDED WITH RESPECT TO YOUR INITIAL PURCHASE AND/OR YOUR ENROLLMENT IN THE SUPPORT AND MAINTENANCE AUTO RENEWAL PROGRAM.

1.2.4.4 All payments are non-refundable, even if You / Your Licensed Developers stop using the Software and/or stop using/accessing support and updates. The fees and features applicable to support and updates may change over time. Your access will be renewed at an annual fee of 50% of the retail cost of a new Software license (at time of renewal), and at the level Progress, in its sole discretion, identifies as being closest to that which was provided during Your previous Subscription Period.

1.3 Source Code. Any Software source code that is provided to You by Progress hereunder, is provided so that You can create modifications under the terms of this Agreement.

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You agree to indemnify, hold harmless, and defend Progress 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 (i) Your use of the Software in violation of this Agreement, (ii) the use or distribution of Your Integrated Product or (iii) Your modification of the Software's source code.

13. 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 Progress' 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.

14. 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.

15. 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.

16. No Assignment

You may not assign, sublicense, sub-contract, or otherwise transfer this Agreement, or any rights or obligations under it, without Progress' prior written consent.

17. 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.

18. 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.

19. 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.

20. Export Classifications

You expressly agree not to export or re-export Progress Software or Your Integrated Product to any country, person, entity or end user subject to U.S. export restrictions. You specifically agree not to export, re-export, or transfer the Software to any country to which the U.S. has embargoed or restricted the export of goods or services, or to any national of any such country, wherever located, who intends to transmit or transport the products back to such country, or to any person or entity who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. You warrant and represent that neither the U.S.A. Bureau of Export Administration nor any other federal agency has suspended, revoked or denied Your export privileges.

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22. Reports and Audit Rights.

Licensee shall grant Progress 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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