

End User License Agreement for Progress Telerik Report Server and Telerik Report Designer

(Last Updated March 16, 2018)

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“Domain” means a single internet protocol (“IP”) resource identified and located by a single IP address, uniform resource locator, and/or fully qualified domain name (aka an absolute domain name).

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“Report Designer Documentation” means any documentation accompanying the Report Designer Program.

“Report Designer Program” means the Telerik computer software identified as Telerik Report Designer and any updates, upgrades, modifications and error corrections thereto provided to Licensee.

“Report Designer Software” means the Report Designer Program and Report Designer Documentation collectively.

“Report Server Documentation” means any accompanying documentation to the Report Server Program.

“Report Server Program” means the Telerik computer software identified as Progress Telerik Report Server and any updates, upgrades, modifications and error corrections thereto provided to Licensee.

“Report Server Software” means the Report Server Program and Report Server Documentation collectively.

“Software” means the Report Designer Software and the Report Server Software collectively.

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2.2.1 Paid Software License Grant. If You purchase a Paid License with Subscription to Updates and Support (a “Paid License”), then, subject to the terms and conditions set forth in this Agreement, You may install one instance of the Report Server Program in object code form only on a single Domain (a “Licensed Instance”) for access by Your CAL Users only, and Your CAL Users may: (i) use the Report

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3.1 Support Package. 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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3.1.1 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.

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13. 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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15. 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 of competent jurisdiction in 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. 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.

16. 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.

17. 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, 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.

19. 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.

20. 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.

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