

Telerik End User License Agreement for Progress DevCraft Ultimate

(Last Updated September 28, 2018)

IMPORTANT – PLEASE READ THIS END USER LICENSE AGREEMENT (THE “AGREEMENT”) CAREFULLY BEFORE ATTEMPTING TO DOWNLOAD OR USE ANY SOFTWARE, DOCUMENTATION, OR OTHER MATERIALS MADE AVAILABLE THROUGH THIS WEB SITE (Telerik.com). THIS AGREEMENT CONSTITUTES A LEGALLY BINDING AGREEMENT BETWEEN YOU OR THE COMPANY WHICH YOU REPRESENT AND ARE AUTHORIZED TO BIND (the “Licensee” or “You”), AND TELERIK EAD (“Telerik” or “Licensor”). PLEASE CHECK THE “I HAVE READ AND AGREE TO THE LICENSE AGREEMENT” BOX AT THE BOTTOM OF THIS AGREEMENT IF YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY CHECKING THE “I HAVE READ AND AGREE TO THE LICENSE AGREEMENT” BOX AND/OR BY PURCHASING, DOWNLOADING, INSTALLING OR OTHERWISE USING THE SOFTWARE MADE AVAILABLE BY TELERIK THROUGH THIS WEB SITE, YOU ACKNOWLEDGE (1) THAT YOU HAVE READ THIS AGREEMENT, (2) THAT YOU UNDERSTAND IT, (3) THAT YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS, AND (4) TO THE EXTENT YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY, YOU HAVE THE POWER AND AUTHORITY TO BIND THAT COMPANY.

Content Management System, .NET, PHP, Java and/or JavaScript component vendors are not allowed to use the Software (as defined below) without the express permission of Telerik. If You or the company You represent is a Content Management System, .NET, PHP, Java or JavaScript component vendor, You may not purchase a license for or use the Software unless You contact Telerik directly and obtain permission.

This license does not grant You a license or any rights to the “2007 Microsoft Office System User Interface” and You must contact Microsoft directly to obtain such a license. Any and all rights in the Software not expressly granted to You as part of the license hereunder are reserved in all respects by Telerik.

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

Progress DevCraft Ultimate is a suite of products containing the following Telerik products: Progress Telerik UI for ASP.NET AJAX, Progress Telerik UI for WinForms, Progress Telerik UI for UWP, Progress Telerik UI for Silverlight, Progress Telerik UI for WPF, Progress Telerik UI for Xamarin, Progress Kendo UI, Progress Telerik UI for ASP.NET MVC, Progress Telerik UI for ASP.NET Core, Progress Telerik Reporting, Telerik Report Designer, Progress Telerik Report Server, and Progress Telerik JustMock. The following optional products are also available as part of Progress DevCraft Ultimate: Progress Telerik UI for JSP and Progress Telerik UI for PHP. Telerik Test Studio Dev Edition is distributed with Progress DevCraft Ultimate, however this Agreement does not provide You a license to Telerik Test Studio Dev Edition. Telerik Test Studio Dev Edition is distributed and licensed by Telerik Inc. and Your use of Telerik Test Studio Dev Edition is

subject to the terms and conditions of the End User License Agreement for Telerik Test Studio available here: <https://www.telerik.com/purchase/license-agreement/teststudio>.

Article I of this Agreement contains defined terms.

Article II of this Agreement governs the licensing of Progress Telerik UI for ASP.NET AJAX, Progress Telerik UI for WinForms, Progress Telerik UI for UWP, Progress Telerik UI for Silverlight, Progress Telerik UI for WPF, Progress Telerik UI for Xamarin, Progress Kendo UI, Progress Telerik UI for ASP.NET MVC, Progress Telerik UI for ASP.NET Core, Progress Telerik Reporting, Telerik Report Designer, Progress Telerik UI for JSP (if applicable), and Progress Telerik UI for PHP (if applicable) .

Article III of this Agreement governs the licensing of Progress Telerik Report Server.

Article IV of this Agreement governs the licensing of Progress Telerik JustMock.

Article V of this Agreement contains the General Terms.

I. CERTAIN DEFINITIONS

“Authorized End Users” means Your own end-user licensees, each of whom is authorized to use the Telerik Package Software solely as part of Your Integrated Product pursuant to an end-user license that meets the requirements of this Agreement.

“Client Access License User” and/or “CAL User” means an individual, whether within Your company or employed by the entity for which You develop, host, or manage a Domain using the Report Server License (if applicable) granted hereunder, who: (a) subject to the same conditions and limitations applicable to You herein, has been assigned a unique username and password that authorizes such individual to access and use the Report Server Software in accordance with this Agreement; and (b) You, to the extent permitted by applicable law, hereby agree to assume all liability and responsibility for all acts and omissions as if such acts or omissions were Your own. CAL Users are specific to the Domain to which they have been registered.

“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) for which the CAL Users are registered.

“Integrated Products” means bundled software solutions developed by You in which the Telerik Package Software is integrated. “Integrated Products” as defined herein, are limited to those software solutions which: (i) are developed by Your Licensed Developers; (ii) add substantial functionality beyond the functionality provided by the incorporated components of the Software; and (iii) are not commercial alternatives for, or competitive in the marketplace with, the Software or any components of the Software.

“JustProducts Documentation” means any generally available customer documentation accompanying the JustProducts Programs.

“JustProducts Programs” means the Telerik computer software identified as Progress Telerik JustMock and any updates, upgrades, modifications and error corrections thereto provided to Licensee.

“JustProducts Software” means the JustProducts Programs and the JustProducts Documentation collectively.

“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, Progress Telerik UI for ASP.NET MVC, Progress Telerik UI for ASP.NET Core and any updates, upgrades, modifications and error corrections thereto provided to Licensee. If You have purchased a license to Progress Telerik UI for JSP as part of Progress DevCraft Ultimate, 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. If You have purchased a license to Progress Telerik UI for PHP as part of Progress DevCraft Ultimate, 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.

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

“Licensed Developer” means one of Your employees or third-party consultants who You have authorized to develop software for You using the Software in accordance with this Agreement and for who You accept full responsibility for hereunder as if the acts and omissions of such License Developer were Your own.

“Report” and/or “Reports” means the resulting product which is designed using the Report Designer Program and accessed through the Report Server Program.

“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 Telerik Package Software, the Report Server Software, and the JustProducts Software.

“Subscription Period” means the applicable period of one (1), two (2), or three (3) years from the date on which You purchase the license for the Software, for which You have

purchased updates and support.

“Support Contact” is the individual that You designated as the license holder at the time of Your purchase of the license.

“Telerik Package Documentation” means any generally available customer documentation accompanying the Telerik Package Programs.

“Telerik Package Programs” means the Telerik computer software identified as Progress Telerik UI for ASP.NET AJAX, Progress Telerik UI for WinForms, Progress Telerik UI for UWP, Progress Telerik UI for Silverlight, Progress Telerik UI for WPF, Progress Telerik Reporting, Telerik Report Designer, Progress Telerik UI for Xamarin, Kendo UI Programs, and any updates, upgrades, modifications and error corrections thereto provided to Licensee.

“Telerik Package Software” means the Telerik Package Programs and the Telerik Package Documentation collectively.

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

“Telerik Standard Programs” means the Telerik Package Programs, excluding the Kendo UI Programs and the Report Designer Program.

“Telerik Standard Software” means the Telerik Package Software, excluding the Kendo UI Software and the Report Designer Software.

II. TELERIK PACKAGE SOFTWARE

Subject to the terms of this Agreement, Telerik hereby grants to You the following limited, non-transferable, perpetual, worldwide, royalty-free, non-exclusive licenses to use the Telerik Package Software solely as specified in this Agreement Any and all rights in the Telerik Package Software not expressly granted to You hereunder are reserved in all respects by Telerik. Except as expressly granted in this Agreement, You are not licensed to use, copy, modify, or distribute copies of all or any portion of the Telerik Package Software.

1. Development License Grants for Telerik Standard Software and Kendo UI Software

1.1 Telerik Standard Software Developer License Grant. Subject to the terms and conditions set forth in this Agreement, Your Licensed Developers may use the Telerik Standard Software in object code form and source code form (if provided) in accordance with Section 5.3 only in the development of Your Integrated Products.

1.2 Kendo UI Software Development License Grant. Subject to the terms and conditions set forth in this Agreement, Your Licensed Developers may use the Kendo UI Software in minified form and source code form (if provided) in accordance with Section 5.3 only in the development of Your Integrated Products.

1.3 Telerik Standard Software and Kendo UI Software Scope of Use. Your number of

Licensed Developers must correspond to the maximum number of seats You have purchased from Telerik hereunder. This means that, at any given time, the number of Licensed Developers cannot exceed the number of seats that You have purchased from Telerik and for which You have paid Telerik all applicable license fees pursuant to this Agreement. The Telerik Standard Software and Kendo UI Software are 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 Telerik Standard Software and Kendo UI Software on multiple machines, so long as it is not being used simultaneously for development purposes at any given time by more Licensed Developers than You have seats.

2. Test and Build License Grants for Telerik Standard Software and Kendo UI Software

You may also use the Telerik Standard Software and the Kendo UI Software in the testing and building of Your Integrated Products. This license is not limited to a number of seats.

3. Report Designer License

Subject to the terms and conditions set forth in this Agreement, You may: (i) use and distribute the Report Designer Software in object code form only to any Authorized End User solely in conjunction with the Telerik Reporting Software; and (ii) permit Your CAL Users to use the Report Designer Software in object code form only in the design and/or alteration of Your Reports that You upload to Your Licensed Instance (as defined below) of the Report Server Program.

3.1 Scope of Use. The Report Designer Program may only be used in conjunction with the Telerik Reporting Software.

4. Redistribution

4.1 License for Redistribution. You may distribute (i) the Telerik Standard Programs in object code form only as embedded in Your Integrated Products, (ii) the Kendo UI Programs in minified form only as embedded in Your Integrated Products, and (iii) the Report Designer Program in object code form for use solely in conjunction with Your Integrated Products, to Your Authorized End Users only pursuant to an end-user license that meets the requirements of this Section. You are not permitted to distribute the Telerik Package Programs pursuant to this Section: as a standalone product; or as a part of any product other than Your Integrated Product. Your end-user license agreement must: impose the limitations set forth in this paragraph on Your Authorized End Users; prohibit distribution of the Telerik Package Programs by Your Authorized End-Users; limit the liability of Your licensors or suppliers to the maximum extent permitted by applicable law; and prohibit any attempt to disassemble the code, or attempt in any manner to reconstruct, discover, reuse or modify any source code or underlying algorithms of the Telerik Package Programs, except to the limited extent as is permitted by law notwithstanding contractual prohibition. Notwithstanding the foregoing, You may distribute Your Integrated Product to Your employees without an end user license agreement, however, you are solely liable and responsible for such employees' compliance with the end user license requirements set forth in this section. For avoidance of doubt, Your Authorized End Users are not permitted to use the Telerik Package Programs, or any portions thereof, for software development or application development purposes unless they also purchase a separate commercial license from Telerik for each of the users.

4.2 License Limitations

4.2.1 You may not use the Telerik product names, logos or trademarks to market Your Integrated Product.

4.2.2 You must ensure that the Telerik Package Software is not distributed in any form that allows it to be reused by any application other than Your Integrated Product. In addition to the distribution limitations herein, You agree to comply with the technical guidelines provided at: <http://www.telerik.com/purchase/license-agreement/assembly-protection-guidelines.aspx>. Please contact support@telerik.com for any additional questions.

4.2.3 You may not distribute the Report Designer Software independently, either as a separate product or as the sole Telerik product associated with Your Integrated Product (i.e. without the Telerik Reporting Software).

4.2.4 You must include a valid copyright message in Your Integrated Products in a location viewable by Authorized End-Users (e.g. "About" box) that will serve to protect Telerik's copyright and other intellectual property rights in the Software.

4.2.5 Limited Use and Distribution of ODBC Drivers. ODBC drivers, if any, included as part of the Telerik Reporting Software hereunder may be used for the sole purpose of enabling connectivity between the Telerik Reporting Software (as embedded within Your Integrated Product) and certain data sources. Telerik grants You a limited right to distribute the ODBC drivers in machine-readable form to Your Authorized End Users only as embedded in Your Integrated Products and in accordance with the requirements set forth in this Section 4. In addition to the requirements related to the redistribution of Software set forth in this Section 4, any and all distributions of the ODBC Drivers must also be accompanied by the NOTICES.TXT file specific to such ODBC driver(s) which was provided to You by Telerik at the time You received such ODBC driver(s).

5. Support, Updates and Source Code for Telerik Package Software

During the Subscription Period, You are entitled to updates for the Telerik Package Software, access to certain source code for the Telerik Package Software (excluding the Report Designer Software), and the Ultimate support package, each as described in further detail below.

5.1 DevCraft Ultimate Support Package. During the Subscription Period, Your Licensed Developers are entitled to the "Ultimate" support package for the Telerik Package Software 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. 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 Telerik at additional cost.

5.1.1 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.

5.1.2 In no event will Telerik provide support of any kind to Your Authorized End Users.

5.2 Telerik Package Software Updates. During the Subscription Period, You are eligible to receive:

(i) all updates for the version of the Telerik Package Software that You license hereunder; and

(ii) full source code for Progress Telerik UI for ASP.NET AJAX, Progress Telerik UI for WinForms, Progress Telerik UI for Silverlight, Progress Telerik UI for WPF, certain Kendo UI Programs and certain source code for Progress Telerik Reporting.

You may use the resulting updated Telerik Package Software only in accordance with the terms of this Agreement. Subscription renewals will be governed by the terms of this Agreement.

5.3 Source Code for the Telerik Package Software. The Telerik Package Software's source code is provided to You so that You can create modifications under the terms of this Agreement.

5.3.1 While Telerik does not claim any ownership rights in Your Integrated Products, any modifications You develop to the Software source code will be the exclusive property of Telerik, and You agree to and hereby do assign all right, title and interest in and to such modifications and all rights associated therewith to Telerik.

5.3.2 You will be entitled to use modifications of the Telerik Package Software's source code developed by You under the terms of this Agreement and Telerik hereby grants You a license to use such modifications pursuant to Section 1.

5.3.3 You acknowledge that, except as otherwise provided for in this Agreement, the Telerik Package Software's source code is confidential and contains valuable and proprietary trade secrets of Telerik. **Except as otherwise provided in this Agreement, under no circumstances may any portion of the Telerik Package Software's source code or any modified version of the source code be distributed, disclosed or otherwise made available to any third party.**

5.3.4 Telerik DOES NOT provide technical support for any source code that has been modified by any party other than Telerik.

5.3.5 The Telerik Package Software's source code is provided "as is", without warranty of any kind. Refunds are not available for any licenses that include a right to receive source code.

III. REPORT SERVER SOFTWARE

Subject to the terms of this Agreement, Telerik hereby grants to You the following limited, non-transferable, perpetual, royalty-free, non-exclusive license to use the Report Server Software solely as specified in this Agreement. The Report Server Software licensed hereunder is designed and licensed for use by Your Licensed Developers and CAL Users, however the license granted pursuant to this Article III does not grant You any rights with respect to the Telerik Reporting Software, please see Article II for the terms and conditions of the Telerik Reporting Software license. Any and all rights in the Report Server Software not expressly granted to You as part of the license hereunder are

reserved in all respects by Telerik. Except as expressly granted in this Agreement, You are not licensed to use, copy, modify, or distribute copies of all or any portion of the Report Server Software.

1 Report Server Software License Grant. Subject to the terms and conditions set forth in this Agreement, You may permit Your Licensed Developers to install one instance of the Report Server Program in object code form only on each Domain for which you have purchased such right from Telerik (a "Licensed Instance") for access by Your CAL Users that You have registered to that Domain only, and Your CAL Users may: (i) use the Report Designer Software in object code form only in the design and/or alteration of Your Reports that You upload to Your licensed Instance of the Report Server Program; and (ii) access Your Licensed Instance of the Report Server Software for the purposes of uploading, editing and viewing Your Reports and all additional functionality that the Report Server exposes for Your CAL Users.

2 Report Server Software Scope of Use.

2.1 You may not grant the access and use rights (outlined above) to Your CAL Users unless and until such CAL Users have accepted and are subject to Your own end user license agreement or terms of use that: (i) imposes the limitations set forth in Article III, Section 1 on Your CAL Users; (ii) prohibits distribution of the Report Server Program and/or Report Designer Program by Your CAL Users; (iii) limits the liability of Your licensors or suppliers to the maximum extent permitted by applicable law; and (iv) prohibits any attempt to disassemble the code, or attempt in any manner to reconstruct, discover, reuse or modify any source code or underlying algorithms of the Report Server Program and/or Report Designer Program, except to the limited extent as is permitted by law notwithstanding contractual prohibition.

2.2 You may only install, use and access the Report Server Program on those Domains for which You have paid the applicable license fees. You may not access the Report Server Program from other Domains at any time unless You purchase additional Domains for an additional fee. Each of Your CAL Users must be registered to a specific Domain and Your total number of CAL Users permitted to access any Domain must correspond to the maximum number of seats You have purchased for such Domain from Telerik hereunder. This means that, at any given time, the number of CAL Users You permit to access any Domain must not exceed the maximum number of seats that You have purchased from Telerik hereunder for such Domain and for which you have paid Telerik all applicable License Fees pursuant to this Agreement. The Report Designer 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 CAL Users may install the Report Designer Software on multiple machines, so long as the Report Designer Software is used only by registered CAL Users. You may not and may not permit others to distribute the Report Server Software or any portion of the Report Server Software. You may not use or access Your Reports except: (i) as set forth herein in; (ii) with data generated via the Telerik Reporting Software; and (iii) through the Report Server Program.

3. License Limitations

3.1 Use Limited to CAL Users. At no time may the Report Designer Software and/or the Report Server Software (i) be used for any purposes by anyone other than Your Licensed Developer or Your CAL Users or (ii) be used by more than the number of CAL Users seats that You purchased and registered to a Domain in accordance with the License

hereunder.

3.2 No Use of the Software by Third Parties. Except as otherwise provided for in this Agreement, You may not sublicense, distribute, redistribute, publish, transfer, sell, resell, rent, lease or otherwise make available the Report Designer Software and/or the Report Server Software to any third parties. Except as otherwise provided for in this Agreement, You may not permit third parties to access and use the Report Designer Software and/or the Report Server Software on a time-sharing or service bureau basis.

3.3 No Reverse Engineering. To the fullest extent permitted by applicable law, you may not disassemble, decompile or "unlock", decode or otherwise reverse translate or engineer, or attempt in any manner to reconstruct or discover any source code or underlying algorithms of the Report Designer Software and/or the Report Server Software that is provided to You in object code form only.

3.4 No Modification. You may not copy, modify, alter, edit or create derivative works of the Report Designer Software and/or the Report Server Software. However, if You breach this restriction and develop any modifications or create any derivatives of the Report Designer Software and/or Report Server Software independently, or if You contact Telerik for assistance with the Report Designer Software and/or the Report Server Software and develop any modifications or create any derivatives of the Report Designer Software and/or the Report Server Software jointly with Telerik, such modifications and/or derivatives and all rights associated therewith will be the exclusive property of Telerik, and You agree to and hereby do assign all right, title and interest in and to such modifications and/or derivatives to Telerik.

3.5 No Use to Create Competitive Product. You may not use the Report Designer Software and/or the Report Server Software as a whole, or any of its components, as part of, in conjunction with, or a basis for creation of another software product that has the same or similar functionality as the Report Designer Software and/or the Report Server Software.

4. Support, Updates and Source Code for Telerik Software

During the Subscription Period, You are entitled to updates for the Report Server Software, as well as the support package, each as described in further detail below.

4.1 Support Package. During the Subscription Period, Your Support Contact may access the "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. 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 Telerik at additional cost.

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

4.1.2 Telerik will provide support in response to requests made from Your Support Contact only.

4.1.3 In no event will Telerik provide support of any kind to Your CAL Users.

4.2 Updates. During the Subscription Period, You are eligible to receive all major and minor updates for the version of the Report Designer Software and/or the Report Server Software that You license hereunder. Updates replace and/or supplement (and may disable) the version of the Report Designer Software and/or the Report Server Software that formed the basis for Your eligibility for the update. You may use the resulting updated Report Designer Software and/or Report Server Software only in accordance with the terms of this Agreement (including these License Terms).

IV. JUSTPRODUCTS SOFTWARE

Subject to the terms of this Agreement, Telerik hereby grants to You the following limited, non-transferable, perpetual, worldwide, royalty-free, non-exclusive licenses to use the JustProducts Software solely as specified in this Agreement. Any and all rights in the JustProducts Software not expressly granted to You herein are reserved in all respects by Telerik. Except as expressly granted in this Agreement, You are not licensed to use, copy, modify, or distribute copies of all or any portion of the JustProducts Software.

1. JustProducts Developer License Grant. Subject to the terms of this Agreement, Your Licensed Developers may install and use the JustProducts Software in object code form only.

1.1 JustProducts Scope of Use. Your number of Licensed Developers must correspond to the maximum number of seats You have purchased from Telerik hereunder. This means that, at any given time, the number of Licensed Developers cannot exceed the number of seats that You have purchased from Telerik and for which You have paid Telerik all applicable license fees pursuant to this Agreement. The JustProducts 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 JustProducts Software on multiple machines, so long as the JustProducts Software is not being used simultaneously for development purposes at any given time by more Licensed Developers than You have seats.

1.2 License Limitations

1.2.1 You may not distribute, redistribute, sell, resell, transfer, rent, lease, or sublicense the JustProducts Software.

1.2.2 Except to the limited extent as is permitted by law notwithstanding contractual prohibition, You are not allowed to disassemble, decompile or “unlock”, decode or otherwise reverse translate or engineer, or attempt in any manner to reconstruct or discover any source code or underlying algorithms of Software that is provided to You in object code form only.

2. Support and Updates for the JustProducts Software

During the Subscription Period, You are entitled to updates for the JustProducts Software, as well as the support package, each as described in further detail below.

2.1 Support Package. During the Subscription Period, You are entitled to the “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. 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 Telerik at additional cost.

2.2 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.

2.3 JustProducts Software Updates. During the Subscription Period, You are eligible to receive all updates for the version of the JustProducts Software that You license hereunder. Updates replace and/or supplement (and may disable) the version of the JustProducts Software that formed the basis for Your eligibility for the update. You may use the resulting updated JustProducts Software only in accordance with the terms of this Agreement. Subscription renewals will be governed by the terms of this Agreement.

V. GENERAL TERMS

1. Delivery

Telerik shall make available for download to Licensee a master copy of the Software licensed hereunder.

2. Term and Termination

This Agreement and the licenses granted hereunder shall continue until terminated in accordance with this Section. Unless otherwise specified in this Agreement, the licenses granted hereunder shall last as long as You use the Software in compliance with the terms herein. Unless otherwise prohibited by law, and without prejudice to Telerik's other rights or remedies, Telerik shall have the right to terminate this Agreement and the licenses granted hereunder immediately if You breach any of the material terms of this Agreement, and You fail to cure such material breach within thirty (30) days of receipt of notice from Telerik. Upon termination of this Agreement, all licenses granted to You hereunder shall terminate automatically and You shall immediately cease use and distribution of the Software; provided, however, that any sublicenses granted to Your Authorized End-Users in accordance with Article II, Section 4 shall survive such termination if such Authorized End-Users are in compliance with their license agreements with You. You must also destroy all copies of the Software not integrated into a live, functioning instance(s) of Your Integrated Product(s) already installed, implemented and deployed for Your Authorized End-User(s).

3. Product Discontinuance

Telerik reserves the right to discontinue the Software or any component of the Software, whether offered as a standalone product, a bundled set of products, or solely as a component, at any time. However, Telerik is obligated to provide support in accordance with the terms set forth in this Agreement for all such discontinued Software, bundle, or components for a period of one year after the date of discontinuance.

4. Intellectual Property

All title and ownership rights in and to the Software (including, but not limited to, any

images, photographs, animations, video, audio, music, or text embedded in the Software), the intellectual property embodied in the Software, and any trademarks or service marks of Telerik (and/or its licensors) that are used in connection with the Software are and shall at all times remain exclusively owned by Telerik and its licensors. All title and intellectual property rights in and to the content that may be accessed through use of the Software is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement grants You no rights to use such content. The Software may contain or be accompanied by certain third party components which are subject to additional restrictions. These components, if any, may be accompanied by separate license files and/or may be identified in, and subject to, special license terms and conditions set forth in a “readme.txt” file, the “notices.txt” file, or the “Third Party Software” file accompanying the Software (“Special Notices”). The Special Notices include important licensing and warranty information and disclaimers. In the event of a conflict between the Special Notices and the other portions of this Agreement, the Special Notices will take precedence (but solely with respect to the third party component(s) to which the Special Notice relates). Any open source software that may be delivered by Telerik embedded in or in association with Telerik products is provided pursuant to the open source license applicable to the software and subject to the disclaimers and limitations on liability set forth in such license.

5. Collection and Use of Data

Telerik uses tools to deliver certain Software features and extensions, identify trends and bugs, collect activation information, usage statistics and track other data related to Your use of the Software as further described in the most current version of Telerik’s Privacy Policy (located at: <http://www.telerik.com/company/privacy-policy>). By Your acceptance of the terms of this Agreement and/or use of the Software, You authorize the collection, use and disclosure of this data for the purposes provided for in this Agreement and/or the Privacy Policy.

6. Updates

The parties agree and acknowledge that updates provided to You as part of this Agreement may include new software products governed by additional terms and conditions. By accepting, downloading, installing or in any way using such new product, You shall be deemed to have accepted these additional license terms. If You do not agree to these additional terms and conditions, You should not download, install or use the new products. In case of a conflict between the terms and conditions of the Agreement and the terms and conditions applicable to any new product made available to You as part of any updates, the terms and conditions of this Agreement shall govern.

7. Support and Maintenance Auto Renewal Program

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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. 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.

14. 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. The terms and conditions contained in this Agreement shall prevail over any inconsistent provisions in any form or other paper submitted by Licensee. 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, 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. This Agreement represents the entire understanding between the parties with respect to the subject matter.

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.

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