

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

## **Certain Definitions.**

For purposes of this Agreement:

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

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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.

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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.

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