

## **Telerik End User License Agreement for Premium Collection** (Last Updated June 25, 2012)

Source: <http://www.telerik.com/purchase/license-agreement/telerik-premium-collection.aspx>

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 AD (“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.

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

The TELERIK Premium Collection is a suite of products containing RadControls for ASP.NET AJAX, RadControls for WinForms, RadControls for Silverlight, RadControls for WPF, RadControls for Windows Phone, Telerik Extensions for ASP.NET MVC, Telerik Open Access ORM, Kendo UI Web, Telerik Reporting, Telerik Report Designer, JustCode and JustDecompile.

Article I of this Agreement contains defined terms.

Article II of this Agreement governs the licensing of RadControls for ASP.NET AJAX, RadControls for WinForms, RadControls for Silverlight, RadControls for WPF, RadControls for Windows Phone, Telerik Extensions for ASP.NET MVC, Telerik Open Access ORM, Kendo UI Web, Telerik Reporting and Telerik Report Designer.

Article III of this Agreement governs the licensing of JustCode and JustDecompile.

Article IV 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.

“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.

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

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

“JustCode Software” means the JustCode Programs and the JustCode Documentation.

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

“JustDecompile Software” means the JustDecompile Programs and the JustDecompile Documentation.

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

“JustProducts Programs” means the JustCode Programs and JustDecompile Programs collectively.

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

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

“Kendo Programs” means the Telerik computer software identified as Kendo UI Web and any updates, upgrades, modifications and error corrections thereto provided to Licensee.

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

“Licensed Developer” means one of Your employees or third-party consultants authorized to develop software specifically for You using Telerik Package Software and/or JustProducts Software in accordance with this Agreement.

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

“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 Programs and Report Designer Documentation collectively.

“Software” means the Telerik Package Software and the JustProducts Software.

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

“Telerik Package Programs” means the Telerik computer software identified as RadControls for ASP.NET AJAX, RadControls for WinForms, RadControls for Silverlight, RadControls for WPF, RadControls for Windows Phone, Telerik Extensions for ASP.NET MVC, Telerik Open Access ORM, Kendo UI Web, Telerik Reporting and Report Designer and any updates, upgrades, modifications and error corrections thereto provided to Licensee.

“Telerik Package License” means the Telerik Package Software license rights granted to Licensee as set forth in this Agreement.

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

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

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

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

## **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. You are granted a Developer License with Subscription and Priority Support. 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 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 only in the development of Your Integrated Products.

**1.2. Kendo Software Development License Grant.** Subject to the terms and conditions set forth in this Agreement, Your Licensed Developers may use the Kendo Software in minified form in the development of Your Integrated Products.

**1.3 Telerik Standard Software and Kendo 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 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 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 Software.**

You may also use the Telerik Standard Software and the Kendo 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 use the Report Designer Software in object code form only to any Authorized End User solely in conjunction with the Telerik Reporting Software.

**3.1 Scope of Use.** The Report Designer Program may only be used in conjunction with the 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 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 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 end-users; prohibit distribution of the Software by your 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 Software. For avoidance of doubt, Your end users are not permitted to use the Software, 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 solution. Technical guidelines are provided here: <http://www.telerik.com/purchase/license-agreement/assembly-protection-guidelines.aspx>. Please contact [support@telerik.com](mailto: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 Reporting Software).

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

You will receive a one (1) year update subscription that will provide You with updates for the Telerik Package Software, access to certain source code for the Telerik Package Software (excluding the Report Designer Software), as well as support packages, each as described in further detail below.

**5.1. Developer License with Subscription and Priority Support Package.** You are entitled to the “Priority” Support Package for the Telerik Standard Software as described in greater detail here: <http://www.telerik.com/purchase/support-plans.aspx>. You are entitled to the Support Package for the Kendo Software, which entitles you to enter ten (10) support requests via Telerik’s ticketing system with a 48 hour response time (excluding Saturdays and Sundays).

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

**5.2 Telerik Package Software Updates.** For a period of one (1) year from the date on which You purchase the License for the Telerik Package Software, 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 the RadControls for ASP.NET AJAX, RadControls for WinForms, RadControls for Silverlight, RadControls for WPF, RadControls for Windows Phone, Telerik Extensions for ASP.NET MVC, Kendo UI Web and Telerik Reporting, and
- (iii) limited source code (sources for “runtime” behavior and pdb files for the “runtime” system) for Telerik Open Access ORM. Updates replace and/or supplement (and may disable) the version of the Telerik Package Software that formed the basis for Your eligibility for the update.

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 as part of your Developer License with Subscription and Priority Support 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 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 2.

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.

**5.4 Source Code for the Telerik Extensions for ASP.NET MVC and Kendo UI Web.** The source code for each of Telerik Extensions for ASP.NET MVC and Kendo UI Web can be redistributed under the GPL v 3.0 (<http://www.opensource.org/licenses/GPL-3.0>). In the event that You choose to distribute Your Integrated Products under the GPL v 3.0, the source code for either Telerik Extensions for ASP.NET MVC or Kendo UI Web as embedded in Your Integrated Product may be distributed in compliance with Your obligations under that license. If you distribute Your Integrated Product under any other license, you may not distribute any part of the Telerik Extensions for ASP.NET MVC or Kendo UI Web software in source code form.

### **III. 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. You are granted a Developer License with Subscription and Priority Support. 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 JustCode Software in object code form only.

**1.1 Acknowledgement.** The JustProducts Software includes decompiling functionality that enables reproducing source code from object code. You acknowledge that object code and source code might be protected by copyright and trade secret laws. Before using this functionality, You should make sure that decompilation of object code is not prohibited by the applicable license agreement

(except to the extent that You may be expressly permitted under applicable law) or that You has obtained permission to decompile the object code from the holder of the intellectual property. Using this functionality is entirely optional. Telerik is not responsible for Your use of this functionality in violation of applicable laws or any third party's property rights.

**1.2 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.

### **1.3 License Limitations**

1.3.1 You may not redistribute, resell, transfer, rent, lease, or sublicense the JustProducts Software.

1.3.2 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.**

You are purchasing a Developer License with Subscription and Priority Support. You will receive a one (1) year update subscription that will provide You with updates for the JustProducts Software, as well as the Priority Support Package, each as described in further detail below.

**2.1 Priority Support Package.** As part of Your Developer License with Subscription and Priority Support, You are entitled to the "Priority" Support Package as described in greater detail here: <http://www.telerik.com/purchase/support-plans.aspx>.

**2.2 JustProducts Software Updates.** You are eligible to receive all updates for the version of the JustProducts Software that You license hereunder for a period of one (1) year from the date on which You purchase the license for the JustProducts Software. 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.

## **IV 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 License granted hereunder shall continue until terminated in accordance with this Section. Unless otherwise specified in this Agreement, the License 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 License 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 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 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, text embedded in the Software), the intellectual property embodied in the Software, and any trademarks or service marks of Telerik 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.

## **5. 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. These additional terms and conditions must be accepted by You at the time You download such new products. If You do not agree to these additional terms and conditions, You should not download 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.

## **6. Limited Warranty**



Telerik warrants solely that the Software will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days after the date on which You purchase the license for the Software. Telerik does not warrant the use of the Software will be uninterrupted or error free at all times and in all circumstances, nor that program errors will be corrected. This limited warranty shall not apply to any error or failure resulting from (i) machine error, (ii) Licensee's failure to follow operating instructions, (iii) negligence or accident, or (iv) modifications to the Software by any person or entity other than Telerik. In the event of a breach of warranty, Licensee's sole and exclusive remedy and Telerik's sole and exclusive obligation, is repair of all or any portion of the Software. If such remedy fails of its essential purpose, Licensee's sole remedy and Telerik's maximum liability shall be a refund of the paid purchase price for the defective Software only. This limited warranty is only valid if Telerik receives written notice of breach of warranty no later than thirty (30) days after the warranty period expires. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION, TELERIK DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **7. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TELERIK BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN ANY CASE, TELERIK'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE LICENSE FEES LICENSEE PAID TO TELERIK FOR THE SOFTWARE GIVING RISE TO SUCH DAMAGES, NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT BE APPLICABLE. TELERIK IS NOT RESPONSIBLE FOR ANY LIABILITY ARISING OUT OF CONTENT PROVIDED BY LICENSEE OR A THIRD PARTY THAT IS ACCESSED THROUGH THE SOFTWARE AND/OR ANY MATERIAL LINKED THROUGH SUCH CONTENT. ANY DATA INCLUDED IN THE SOFTWARE UPON SHIPMENT FROM TELERIK IS FOR TESTING USE ONLY AND TELERIK HEREBY DISCLAIMS ANY AND ALL LIABILITY ARISING THEREFROM.

## **8. Indemnity**

You agree to indemnify, hold harmless, and defend Telerik 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.

## **9. Confidentiality**

Except as otherwise provided herein, each party expressly undertakes to retain in confidence all information and know-how transmitted or disclosed to it 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 Software as confidential information and shall not disclose, disseminate, or distribute such materials to any third party without Telerik's prior written permission. Each party's obligations under this Section shall apply at all times during the term of this Agreement and shall survive termination of this Agreement.

#### **10. 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 or 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.

#### **11. 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.

#### **12. 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.

### **13. Survival**

Article I, Sections 5.3.5 and Article IV, Sections 3, 4, 6, 7, 8, 9, 10, 11, 12,13 and 14 shall survive the expiration or termination of this Agreement. For avoidance of doubt, any provisions of this Agreement containing license restrictions, warranties and warranty disclaimers, confidentiality obligations, limitations of liability and/or indemnity terms, and any terms that expressly state that they shall survive termination or expiration, shall survive termination of this agreement.

### **14. 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.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND THIS AGREEMENT, AND UNDERSTAND THAT BY CONTINUING THE INSTALLATION OF THE SOFTWARE PRODUCT, BY LOADING OR RUNNING THE SOFTWARE PRODUCT, OR BY PLACING OR COPYING THE SOFTWARE ONTO YOUR COMPUTER HARD DRIVE, YOU AGREE TO BE BOUND BY THIS AGREEMENT'S TERMS AND CONDITIONS. YOU FURTHER AGREE THAT, EXCEPT FOR WRITTEN SEPARATE AGREEMENTS BETWEEN TELERIK AND YOU, THIS AGREEMENT IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE RIGHTS AND LIABILITIES OF THE PARTIES.