Sparx Systems Pro Cloud Server
End User License Agreement (EULA)

Version 2.0

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- "Support Services" means email-based support provided by SPARX, including advice on usage of Sparx Systems Pro Cloud Server, investigation of bugs, fixes, repairs of models, if and when appropriate, and general product support.
- "SPARX support engineers" means employees of SPARX who provide on-line support services.
- "WEBEA" means the html, php, css and all other associated files used to view Enterprise Architect Software model information via a web browser through the SOFTWARE PRODUCT’s OSLC INTERFACE.
- "WORKER EDITION" means the copy of Enterprise Architect Software installed within the SOFTWARE PRODUCT service. It May be installed on a server and can only be used to update diagrams and document caches for models hosted by the Pro Cloud Server and WebEA.
- "OSLC INTERFACE" is the Application Programming Interface (API) exposed by the SOFTWARE PRODUCT over network protocols.
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In accordance with the terms of this EULA YOU are granted the following rights:

- To install, use copies of the SOFTWARE PRODUCT, or in its place, any prior version for the same operating system, on a single server run by YOU.
- YOU may make a second copy for backup purposes.
- To install the WebEA components to a single server in conjunction with a suitable web server to provide access to the Pro Cloud Server instance and configured repositories licensed under this EULA.
- To modify the WebEA components for your internal use only.
- To install the WORKER EDITION on a single server to directly support the functioning of the SOFTWARE PRODUCT.
- To use the OSLC interface to support internal business processes and integration between systems within the business context of the licensee.
- To deploy WEBEA onto an internal or external web server to allow web consumption of your models. You must first agree to the WebEA license.

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- The WORKER EDITION is for the sole use of the SOFTWARE PRODUCT and may not be used in any other context or for any other purpose.
- Use of the OSLC interface by a 3rd Party as part of a commercial product requires authorization from SPARX and agreement to the Pro Cloud Server Commercial license.

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YOU may only assign all your rights and obligations under this EULA to another party if YOU supply to the transferee a copy of this EULA and all other documentation including proof of ownership, and they agree to be bound by these terms, and inform SPARX of this fact. Your license is then immediately terminated.

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Without prejudice to any other rights, SPARX may terminate the license granted to you under this EULA if YOU fail to comply with the terms and conditions. For the avoidance of doubt, any use of the SOFTWARE PRODUCT outside the scope of this Agreement requires the written
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- SPARX warrants that:
  - The SOFTWARE PRODUCT will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt of the Software Product, and
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- Negligence of SPARX or its employees, contractors or agents, or of any supplier of software incorporated in the SOFTWARE PRODUCT, in connection with the performance of SPARX's obligations under this EULA; or
- Termination of this EULA by either party for any reason.

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- The repair of such SOFTWARE PRODUCT, or the payment of the cost of replacing the SOFTWARE PRODUCT, or of acquiring an equivalent SOFTWARE PRODUCT; or
- The payment of the cost of having the SOFTWARE PRODUCT repaired.
If the breach relates to services in relation to the SOFTWARE PRODUCT:

- The supplying of the services again; or
- The payment of the cost of having the services supplied again.

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11. GOVERNING LAW

This agreement shall be construed in accordance with the laws of the Commonwealth of AUSTRALIA, in the state of Victoria.