

End User License Agreement (EULA)

SOFTWARE PRODUCT LICENSE AGREEMENT

End User License Agreement (EULA)

Version 16.1 Professional, Corporate, Unified, Ultimate and Lite Editions

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- "Support Services" means email-based support provided by SPARX, including advice on usage of the SOFTWARE PRODUCT, investigation of bugs, fixes, repairs of models, if and when appropriate, and general product support
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- "Trial Edition of Enterprise Architect" means the edition of the SOFTWARE PRODUCT which is available free of charge for evaluation purposes;
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- "Zero Config" means running the SOFTWARE PRODUCT instance locally on an end user machine, as per the terms of this license, where the binary executables and associated files are stored and accessed from a network file server instead of being installed locally on the end user machine.
- "Remote Desktop" means a mechanism by which an end user runs an exclusive instance of the SOFTWARE PRODUCT on a remote machine, but manipulates the instance as if it were installed and executing on his current machine.

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- If YOU want to increase the number of users entitled to concurrently access the SOFTWARE PRODUCT, YOU must notify SPARX and agree to pay an additional fee (if applicable) for the transfer in the type of license granted to you.
- To make copies of the SOFTWARE PRODUCT for backup and archival purposes only.

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- A. Fixed License: A fixed license to use the Registered Edition of Enterprise Architect is linked exclusively to the person who has obtained it. It cannot be transferred without the consent of Sparx, which may be withheld at its discretion.

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The Trial Edition of Enterprise Architect is not 'free' software, it is licensed to you for evaluation purposes only. Subject to the terms of this agreement, You are hereby licensed to use the Trial Edition of Enterprise Architect for evaluation purposes without charge for a period of thirty (30) days, from the date the Trial Edition of Enterprise Architect is first installed on your device or computer.

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- "Remote Desktop" access and the "Zero Config" operation are permitted provided the end user is licensed, has agreed to the terms of this EULA and accessing their exclusive instance of Enterprise Architect on their primary desktop machine;
- Server based installations that provide concurrent end users with content or functionality derived from a running remote instance of Enterprise Architect over a network is not officially supported by Sparx Systems. (This is due to technical limitations in the Enterprise Architect product, specifically its construction as a single user application interacting with the desktop UI). If you wish to deploy or use Enterprise Architect in this manner, as a minimum you MUST adhere to the requirements detailed below and further elaborated here: <https://sparxsystems.com/products/ea/server-legal.html> and accept the risks and responsibilities attendant on that;
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 - Every end user MUST have a genuine Enterprise Architect license of the correct edition;
 - The end user must have a licence under their own name, even if that licence is obtained by that user's organization on that person's behalf;
 - Sub-licensing Enterprise Architect by 3rd Parties to end users is not permitted;
 - A Fixed license per end user is required without exception. Licenses cannot be dynamically allocated or transferred between end users;
 - Unlimited Read-Only and/or Unlimited Read/Write access to a server based instance of Enterprise Architect is expressly forbidden as unlicensed end users may be illegally authorized (with or without their knowledge) to use the Enterprise Architect instance on the server.
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- The SOFTWARE PRODUCT (excluding EA Lite) will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt (and not for the avoidance of doubt, from the date of installation); and
- Any Support Services provided by SPARX shall be substantially as described in applicable written materials provided to You by SPARX on a case by case basis, and SPARX support engineers will make commercially reasonable efforts to solve any problems associated with the SOFTWARE PRODUCT.

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- Gross 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
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If the breach relates to the SOFTWARE PRODUCT, Sparx shall at its discretion:

- Replace the SOFTWARE PRODUCT; or
- Cover the costs of the supply of an equivalent SOFTWARE PRODUCT (up to the aggregate liability figure listed below);

If the breach relates to services provided by Sparx in relation to the SOFTWARE PRODUCT, Sparx shall at its discretion provide:

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

In all cases, the total aggregate liability of Sparx under or in connection with this agreement or use of the SOFTWARE PRODUCT shall be limited to the cost of a SOFTWARE PRODUCT licence (AU\$600).

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14. GOVERNING LAW

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