

End User License Agreement (EULA)

SOFTWARE PRODUCT LICENSE AGREEMENT

End User License Agreement (EULA)

Version 17.1 Professional, Corporate, Unified, Ultimate and Lite Editions

Copyright © 1998-2025 inclusive, Sparx Systems Pty Ltd. All Rights Reserved.

IMPORTANT - READ CAREFULLY:

This End User License Agreement ("EULA") is a legal agreement between YOU (an individual person) as the Licensee of the SOFTWARE PRODUCT ("You") and SPARX SYSTEMS PTY LTD ("SPARX") as owner of the SOFTWARE PRODUCT.

By installing, copying, or otherwise using any version of the SOFTWARE PRODUCT, however obtained, You agree to be bound by the terms of this EULA. If You do not agree to the terms of this EULA immediately cease to use the SOFTWARE PRODUCT. If you have paid to use the Registered Version of Enterprise Architect promptly return it to the place of purchase for a full refund within 30 days of purchase.

Your use of the SOFTWARE PRODUCT indicates your acceptance of this EULA and warranty. The EULA applies to all versions of the SOFTWARE PRODUCT, regardless of age, and may be updated at any time without notification to you, so please refer to this document from time to time.

The copyright in all versions of the SOFTWARE PRODUCT and its associated documentation is owned by Sparx Systems Pty Ltd (A.C.N 085 034 546), and is software that is licensed, not assigned to you. The license may be revoked. All rights not explicitly licensed to you are reserved to Sparx without limitation.

Subject to the terms of this EULA, You are granted a non-exclusive license to use the SOFTWARE PRODUCT exclusively on the terms of this agreement. For the avoidance of doubt, You do not acquire ownership of copyright or other intellectual property rights in any part of the SOFTWARE PRODUCT by virtue of this EULA.

1. DEFINITIONS

In this End User License Agreement, the following terms apply unless otherwise specified,

- "ACADEMIC EDITION" means an edition of the SOFTWARE PRODUCT purchased for educational purposes at an academic discount price;
- "EULA" means this End User License Agreement;
- "SPARX" means Sparx Systems Pty Ltd A.C.N. 085 034 546;
- "Licensee" means You, or the organization (if any), or the person on whose behalf You are accepting the terms of this EULA;
- "Registered Edition of Enterprise Architect" means the edition of the SOFTWARE PRODUCT which is available for purchase from the web site:
<https://sparxsystems.com/products/ea/shop/index.html>;
- "SOFTWARE PRODUCT" or "SOFTWARE" means the following software products inclusively, or any one of them (as the case may be): 'Enterprise Architect', 'LITE',

'Professional', 'Corporate', 'Unified' and 'Ultimate' editions, which includes computer software and associated media and printed materials (in digital or physical form) , and any applicable online or electronic documentation;

- "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
- "SPARX support engineers" means employees of SPARX who provide on-line support services;
- "Trial Edition of Enterprise Architect" means the edition of the SOFTWARE PRODUCT which is available free of charge for evaluation purposes;
- "EA LITE" means the LITE edition of Enterprise Architect that is distributed free of charge as a read-only viewer of .eap files.
- "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.

2. GRANT OF LICENSE IN THE SOFTWARE PRODUCT

Subject to clause 3 below and in accordance with the terms of this EULA, You are granted these rights:

- To install and use one copy of the SOFTWARE PRODUCT or, in its place, any prior version for the same operating system, on a single computer. This license is for direct and exclusive use of the SOFTWARE PRODUCT only through the input hardware mechanisms of the licensed computer, such as a keyboard, mouse, or via a touchscreen. As the primary user of the computer or device on which the SOFTWARE PRODUCT is installed, You may make a second copy for your exclusive use on either a home or portable computer.
- To store or install a copy of the SOFTWARE PRODUCT on a storage device, such as a file server, used only to install the SOFTWARE PRODUCT or execute the SOFTWARE PRODUCT in ZERO CONFIG mode on the licensed users local machine.
- 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.

3. FIXED AND FLOATING LICENSES IN THE REGISTERED EDITION OF ENTERPRISE ARCHITECT

There are two licenses available for the Registered Edition of Enterprise Architect.

- 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.

- B. Floating License: A floating license to use the Registered Edition of Enterprise Architect is able to be purchased by companies or other organizations of more than one person. This license is transferable to other individuals within that organization. The number of users that may use a Registered Edition of Enterprise Architect at any one time is limited to the number of licenses actually purchased. Sparx Systems provides a Floating License Keystore application to assist in the management of Floating License keys.

4. TRIAL EDITION OF ENTERPRISE ARCHITECT – GRANT OF EVALUATION LICENSE

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.

Upon expiration of the thirty (30) days, the Trial Edition of Enterprise Architect must be removed from the device or computer. Continued unregistered use of the Trial Edition of Enterprise Architect after the 30-day evaluation period is in violation of Australian, U.S. and international copyright laws.

SPARX may extend the evaluation period on request and at our discretion.

After the 30-day evaluation period has elapsed, a license to use the Registered Edition of Enterprise Architect must be purchased (as described at <https://sparxsystems.com/products/ea/shop/index.html>).

Upon payment of the license fee, YOU will be sent details on where to download the Registered Edition of Enterprise Architect and will be provided with a suitable software 'key' by email.

5. EA LITE

Subject to the terms of this Agreement, EA LITE may be installed on any machine indefinitely and free of charge. There are no fees or Sparx support services in relation to EA LITE. Sparx makes no warranty as to the usability of this software for your purposes.

6. ADDITIONAL RIGHTS AND LIMITATIONS

All rights not expressly granted to you are reserve by Sparx Systems. For the avoidance of doubt, and without limitation:

- You explicitly undertake not to sell, rent, lease, translate, adapt, vary, modify, decompile, disassemble, reverse engineer, create derivative works of, modify, sub-license, loan, resell or distribute the SOFTWARE PRODUCT other than as expressly authorized by this EULA;
- SPARX does not allow you to virtualize features of the SOFTWARE PRODUCT separately, or work around any technical restrictions or limitations in the SOFTWARE PRODUCT;
- You undertake not to reproduce or distribute license key-codes except under the express and written permission of SPARX;

- You further undertake not to use any part of THE SOFTWARE that will enable you to allow more than one user to use the Registered Edition of Enterprise Architect, despite only having obtained one fixed license. This conduct is specifically prohibited and will result in your license being terminated and/or damages being sought for lost revenue;
- "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;
 -
 - 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.
 - A server based instance must NOT be used to create a derivative work, adapt Enterprise Architect for another platform, virtualize separate functionality or otherwise contravene the rights and entitlements granted to Sparx Systems under copyright law and not expressly granted to the end user in the Enterprise Architect EULA.
 - You acknowledge the risks and limitations inherent in using Enterprise Architect in a manner that is not supported nor recommended and waive all rights and warranties pertinent to this use.
- If the SOFTWARE PRODUCT purchased is an Academic Edition, YOU ACKNOWLEDGE THAT the license is limited to use in an educational context, either for self-education or use in a registered teaching institution. The Academic Edition may not be used to produce commercial software products or be used in a commercial environment, without the express written permission of SPARX. If the Academic Edition is used to produce a commercial product, You shall be immediately liable for payment of the Registered Edition of Enterprise Architect and you acknowledge this is reasonable.

7. INTELLECTUAL PROPERTY AND ASSIGNMENT

Sparx warrants that it owns all rights (including without limitation, all copyright, and other proprietary rights) in and to the SOFTWARE PRODUCT and that it is entitled to grant the

licences in the SOFTWARE PRODUCT contained in this EULA without need for further agreement.

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. Your license is then terminated.

Sparx retains complete copyright ownership of all patterns, images, process and guidance documents shipped with the SOFTWARE PRODUCT. These may only be used within the SOFTWARE PRODUCT and other Sparx owned software.

8. TERMINATION

Without prejudice to any other rights, SPARX may terminate this EULA if YOU fail to comply with the terms and conditions. Upon termination YOU or YOUR representative shall destroy all copies of the SOFTWARE PRODUCT and all of its component parts or otherwise return or dispose of such material in the manner directed by SPARX.

9. WARRANTIES AND LIABILITY

SPARX warrants that:

- 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.

10. EXCLUSION OF LIABILITY

To the maximum extent permitted by law, SPARX excludes, for itself and for any supplier of software incorporated in the SOFTWARE PRODUCT, all liability for all claims, expenses, losses, damages and costs made against or incurred or suffered by You directly or indirectly (including without limitation lost costs, profits and data) arising out of:

- Your use or misuse of the SOFTWARE PRODUCT;
- Your inability to use or obtain access to the SOFTWARE PRODUCT;
- 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
- Termination of this EULA by either party for any reason.

Sparx will remain liable to you in accordance with the terms of this EULA, in all cases where the user(s) has an active and paid up subscription. The indemnities in this EULA will have no effect where the SOFTWARE PRODUCT licence is obtained, used, acquired or assigned unlawfully.

11. LIMITATION OF LIABILITY

The SOFTWARE PRODUCT and any documentation are provided "AS IS" and all

warranties, whether express, implied, statutory or otherwise, relating in any way to the subject matter of this EULA or to this EULA generally, including without limitation, warranties as to: quality; fitness; merchantability; correctness; accuracy; reliability; correspondence with any description or sample, meeting your or any other requirements; uninterrupted use; compliance with any relevant legislation; and being error or virus free are excluded. Where any applicable legislation implies in this EULA any term, and that legislation avoids or prohibits provisions in a contract excluding or modifying such a term, such term shall be deemed to be included in this EULA. However, the liability of SPARX for any breach of such term shall, if permitted by legislation, be limited, at SPARX's option to any one or more of the following, upon return of the SOFTWARE PRODUCT and a copy of the receipt:

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).

12. TRADEMARKS

All names of products and companies used in this EULA, the SOFTWARE PRODUCT, or the enclosed documentation may be trademarks of their corresponding owners. Their use in this EULA is intended to be in compliance with the respective guidelines and licenses. Windows, Windows XP, Windows 2003 Server, Windows 2008 Server, Windows 2016 Server, Windows 2019 Server, Windows 2022 Server, Windows Vista, Windows 7 and Windows 8, Windows 10 and Windows 11 are trademarks of Microsoft.

13. PRIVACY AND CONTACT

At SPARX we take your privacy seriously. A copy of our privacy policy can be found at <https://sparxsystems.com/privacy.html>. Should you wish to contact us regarding privacy or any other matter contained in this EULA, please contact us at our email address - sparks@sparxsystems.com

14. GOVERNING LAW

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

15. OPEN SOURCE SOFTWARE

SPARX incorporates a small number of Open Source Projects into the SOFTWARE PRODUCT.

In all such cases SPARX has evaluated the licensing terms and conditions and remains fully

compliant with the terms and conditions specified.

SPARX actively reviews their use of Open Source software and where faults or vulnerabilities are discovered, undertakes to correct such errors in a timely and practical manner.