

OAD END USER LICENSE AGREEMENT
This EULA covers all use of OAD's (EA)² software (“(EA)²”).

THIS END USER LICENSE AGREEMENT (“AGREEMENT” OR “EULA”) IS A LEGAL AGREEMENT BETWEEN YOU (IN YOUR CAPACITY AS AN INDIVIDUAL AND AS AN AGENT FOR YOUR COMPANY, INSTITUTION, OR OTHER ENTITY) (“YOU”) AND OAD CONSULTING, INC. (“OAD”). DOWNLOADING, INSTALLING, USING OR COPYING OF (EA)² BY YOU OR A THIRD PARTY ON YOUR BEHALF INDICATES YOUR AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT DOWNLOAD, INSTALL, USE OR COPY (EA)² OR THE RELATED DOCUMENTATION.

IN THE ABSENCE OF THIS AGREEMENT, YOU HAVE NO RIGHTS IN (EA)² OR THE DOCUMENTATION.

1. Grant and Scope of License.

- A. Grant. Subject to the terms of this EULA and the payment of the required fee set forth in another writing between OAD and You, OAD hereby grants to You, and You hereby accept, a non-transferable, non-exclusive license (“License”) to the Authorized Use of (EA)². The license granted herein authorizes the installation and use of a single copy of (EA)² on a single work computer and single personal computer for use by the same individual, plus one copy of (EA)² solely for backup and archival purposes.
- B. Duration. Licenses are either for evaluation purposes only and for a limited period (an “Evaluation License”) or are purchased and are perpetual, subject to your compliance with the terms and conditions of this EULA. Unless otherwise agreed in writing by OAD, an Evaluation License shall terminate upon the earlier of (i) 30 days after your installation of the Evaluation License or (ii) on notification from OAD.
- C. “Authorized Use” means the installation and use by You of (EA)² on (a) a single computer at your place of business and (b) a single computer for your business use when away from your office. You may install and use one copy of (EA)² on a single computer at your business location and one single personal computer for Your use only. You also may make one copy of (EA)² for backup and archival purposes. If You desire to use (EA)² on more than these computers or on a network, You must purchase additional licenses from OAD for an additional fee. You may use (EA)² to create new works, but must require that any user of your newly created works obtain appropriate rights to (EA)² from OAD before they may use such works.
- D. Prohibited Uses. Except as specifically and subsequently permitted in writing by OAD, you shall not:
- i. Copy, modify, sell or transfer any part of the (EA)²;
 - ii. Distribute, transfer or otherwise provide (EA)² to a third party;
 - iii. Infringe on OAD's intellectual property rights;
 - iv. Install or operate (EA)² on a server or other computer such that it provides services to multiple computers.
 - v. Reverse engineer, modify, disassemble, decompile, or translate (EA)², attempt to do so, or otherwise attempt to derive the source code of (EA)², except as expressly allowed, and only to the extent of such express permission.

- E. Derivative and Discovered Works. All information revealed or discovered through reverse engineering, modification, or other similar examination of the (EA)² must be promptly disclosed to OAD and all inventions, modifications, expansions, translations, and the product of any reverse engineering, disassembly, decompiling or other attempted alteration or replication of (EA)² shall be the confidential proprietary information of OAD.
- F. Updates and Upgrades. OAD issues updates or upgrades to (EA)² and typically provides updates (improving performance but not adding functionalities) to the most recent version without charge. You should regularly check www.oadconsulting.com for the most up to date version of (EA)².

2. Sparx and Microsoft.

- A. Nature of (EA)². (EA)² is an add-in enterprise architecture management system for “Enterprise Architect” software by Sparx Systems Pty, Ltd. (EA)² is composed of a dynamic linked library, SQL scripts, various XML files, a reference model for documentation purposes and such other files as OAD delivers together with the (EA)² base package or subsequently provides to you as (EA)². (EA)² depends upon “Microsoft SQL Server” for reporting and other purposes.
- B. Third Party License Obligations. You are responsible for obtaining all necessary licenses to Enterprise Architect and Microsoft SQL Server software and all necessary functionalities in such software.
- C. Risks of Third-Party Software. Not only does OAD not warrant the operation of “Enterprise Architect” or “Microsoft SQL Server,” but OAD is not responsible for any performance if you are not using the appropriate version of the third-party software, nor is it responsible for any losses caused by your use of such products.

3. Ownership.

- A. Ownership of (EA)². The copyright and all other right title and interest in and to (EA)² is owned by OAD and its licensors (the “Owners”). OAD reserves to itself and the Owners all rights, except for the limited license expressly granted to You in this Agreement. Without limiting the generality of the foregoing, You acknowledge and agree that all right, title and interests to (EA)² and its related documentation (“Documentation”) and shall remain solely with the Owners. The Owners are the sole and exclusive owners of all patents, trademarks, copyrights and trade secrets in and to (EA)² and You acknowledge that You shall have no rights in and to (EA)² or Documentation, nor to any suggestions for improvements to (EA)² or Documentation that You may deliver to OAD, and hereby assign to OAD all rights in and to such suggestions.
- B. Trademark Ownership. (EA)² is a trademark of OAD. You may not use the (EA)² mark without OAD’s express written consent in each instance. OAD has no rights in the trademarks Enterprise Architect, Microsoft, Microsoft SQL Server, or Sparx; such marks are the property of their respective owners.

4. Limited Warranty.

- A. Limited Functional Warranty; As-Is. OAD warrants that (EA)² delivered pursuant to a permanent license shall substantially conform to its published specifications. Except for the foregoing, (EA)² and Documentation is provided AS IS. The limited warranty extends only to You as the original licensee. Your exclusive remedy and the entire liability of OAD and its suppliers under

this limited warranty will be, at OAD's option, repair, replacement, or refund of the (EA)² if reported (or, upon request, returned) to OAD. In no event does OAD warrant that (EA)² is error free or that You will be able to operate (EA)² without problems or interruptions. Without regard to any of the foregoing, there shall be no warranty protection if (EA)² (i) has been altered, (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by OAD, (iii) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident, or (iv) is used in ultra-hazardous activities.

B. Beta and Evaluation Software. The above warranty DOES NOT apply to any beta software, Evaluation Licenses, any software made available for evaluation, testing or demonstration purposes, any temporary software modules or any software for which OAD does not receive a license fee. All such software products are provided AS IS without any warranty whatsoever.

C. Disclaimer. EXCEPT AS EXPRESSLY SPECIFIED IN THIS SECTION 4, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

5. LIMITATION OF LIABILITY. IN NO EVENT SHALL OAD BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR LOSS OF DATA, FOR ANY REASON WHATSOEVER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF OAD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. IN NO EVENT SHALL OAD'S LIABILITY FOR DAMAGES ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT, IF ANY, PAID BY YOU TO OAD DURING THE TWELVE MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO LIABILITY, EVEN IF THIS AMOUNT LEAVES YOU WITHOUT ANY ECONOMIC REMEDY. IN THE EVENT THAT APPLICABLE LAW DOES NOT ALLOW THE COMPLETE EXCLUSION OR LIMITATION OF LIABILITY OF CLAIMS AND DAMAGES AS SET FORTH IN THIS AGREEMENT, OAD'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. In no event shall OAD's total liability to you for all damages exceed the amount of five hundred dollars (\$500). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

6. Governing Law and Venue. This Agreement will be governed by both the substantive and procedural laws of the Commonwealth of Pennsylvania, without regard to its conflict of law rules. Any dispute regarding this Agreement will be heard in the state or federal courts having jurisdiction in Chester County, Pennsylvania, and You agree that You shall be subject to the personal jurisdiction of such courts and waive any assertion that such forum is inconvenient.

7. Arbitration. Except where a party properly seeks injunctive relief, any dispute, difference, disagreement, or controversy between the parties hereto, arising out of or in connection with this EULA or the interpretation of the meaning or construction of this EULA, shall be referred to a single arbitrator agreed upon by the parties to such dispute. If the parties to the dispute are unable to agree upon the selection of such arbitrator, then an arbitrator shall be appointed by the American Arbitration Association pursuant to its existing rules and regulations. Such arbitration shall take place in Philadelphia County, Pennsylvania, unless otherwise agreed upon by all of the parties. Every such

dispute, difference, disagreement or controversy which is submitted to arbitration shall be dealt with and disposed of pursuant to the rules of the American Arbitration Association, and every award or determination therein shall be final and binding upon all of the parties. There shall be no appeal from such award or determination, and judgment thereon may be entered in any court of competent jurisdiction. The arbitrator, if he deems that the case requires it, is authorized to award to the party whose contention is sustained, such sums as he shall deem proper to compensate such party for the time and expense incident to the proceeding and, if the arbitration was demanded without reasonable cause, he may also award damages for delay. The arbitrator shall fix his own compensation, unless otherwise provided by agreement, and shall assess the costs and charges of the proceedings upon any or all parties.

8. Termination.

- A. Software Termination for Convenience. You may terminate your right to use (EA)² at any time by notifying OAD and ceasing use of (EA)² and Documentation.
- B. Termination for Breach. If either Party materially breaches any terms or conditions of this EULA, then the non-breaching Party may terminate this Agreement if the breach remains uncured following 10 days written notice of the breach to the breaching party. In the event of such uncured breach by either party, the non-breaching party, may in addition to any other rights and remedies it may have, terminate any agreement or provisions,.
- C. Termination for Insolvency. In the event that (i) either party is declared insolvent or bankrupt or (ii) either party is the subject of any proceeding relating to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, then the other party hereto may, by giving written notice thereof to such party, terminate this Agreement as of a date specified in such notice of termination at no cost to either party, except as to amounts due as of the date of such termination.
- D. Other Rights. Neither termination of this Agreement nor waiver of any right to terminate under this Agreement shall impair or limit any additional rights or remedies that You or OAD may have at law or in equity.
- E. Mandatory Steps on Termination. Upon termination for any reason, You shall promptly cease use of (EA)², return to OAD all copies of (EA)² and Documentation in tangible form, erase all copies of (EA)² from Your hardware and certify that no copies of (EA)², Documentation or other OAD information is retained by You.

9. Survival. The provisions of Sections 2(C), 3, 4(C), and 5-9 shall survive termination of this Agreement.

10. Miscellaneous.

- A. Force Majeure. Except for any payment obligations hereunder, neither party shall be considered in breach of this EULA, or held responsible for damages caused by any delay or default, due to any reason or contingency beyond its control preventing or interfering with performance hereunder.

- B. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to any law, the remaining provisions shall remain in full force and effect as if said provision never existed.
- C. Assignment. You may not sell, transfer, sublicense, hypothecate or assign your rights and duties under this Agreement without the written consent of OAD. This EULA shall bind all permitted successors and assigns.
- D. Waiver and Amendments. No waiver, amendment, or modification of any provision of this Agreement shall be effective unless both parties consent in writing to such waiver, amendment, or modification. No failure or delay by either party in exercising any rights, power, or remedy under this Agreement shall operate as a waiver of any such right, power, or remedy.
- E. Actions Period. Neither party will bring a legal action related to this Agreement more than one year after the later of (i) the date on which the party bringing the action knew or should have known of the existence of the cause of action, or (ii) the date the cause of action accrued.
- F. Headings. Headings used in this Agreement are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section or in any way affect this Agreement.