

Enterprise User License Agreement (EULA)

Last updated: June 10, 2026

This **Enterprise User License Agreement (EULA)** ("Enterprise Agreement") is entered into between **Sisyphus Ventures Pty Ltd** (ACN 655 466 729), trading as **Untitled UI®** (ABN 65 655 466 729) ("Untitled UI", "Company", "we", "us", or "our"), and the entity purchasing or otherwise accessing a valid **PRO ENTERPRISE** license ("Customer", "you", or "your").

This Enterprise Agreement governs Customer's use of:

- [Untitled UI React](#)
- [Untitled UI Figma](#)
- [Untitled UI Icons](#)
- Related repositories, APIs, source files, updates, documentation, support services, design assets, private package registries, Storybook environments, enterprise tooling, and associated enterprise offerings

(Collectively, the "Products").

Important

This Enterprise Agreement applies solely to **PRO ENTERPRISE** licenses purchased, renewed, upgraded, or otherwise entered into on or after June 10, 2026. It does not apply to other license tiers, such as PRO SOLO, PRO STUDIO, and PRO BUSINESS.

PRO ENTERPRISE licenses purchased before June 10, 2026 shall continue to be governed by the applicable agreement, license, or commercial terms in effect at the time of purchase unless otherwise expressly agreed in writing by the parties.

For Customers governed by this Enterprise Agreement, this Agreement supersedes and replaces the standard Untitled UI public license solely with respect to Products licensed under a valid PRO ENTERPRISE license governed by this Agreement.

For clarity:

- This Enterprise Agreement does not retroactively modify prior agreements;
- Does not apply to non PRO ENTERPRISE license tiers; and
- Does not alter rights or obligations outside the scope of an applicable PRO ENTERPRISE license governed by this Agreement.

In the event of conflict between this Enterprise Agreement and the standard Untitled UI public license, this Enterprise Agreement shall control solely with respect to Products licensed under an applicable PRO ENTERPRISE license governed by this Agreement.

The standard license agreement that applies to other license tiers remains available at:

→ untitledui.com/license

1. Definitions

For purposes of this Agreement:

"Affiliate"

Means an entity directly controlled by, controlling, or under common control with Customer, where "control" means ownership of more than fifty per cent (50%) of the voting interests or operational control of the applicable entity.

"Authorized Users"

Means individual employees of Customer or its Affiliates, and individual contractors directly engaged by Customer or its Affiliates for Customer's internal business operations, who are authorized to access and use the Products solely on behalf of Customer and solely for Customer's benefit.

Authorized Users do not include:

- External clients;
- Outsourced agencies;
- Independent consultants not directly engaged by Customer;
- Marketplace contributors;
- Customers;

- Service providers;
- Implementation partners;
- Vendors;
- Portfolio companies;
- Unrelated subsidiaries; or
- Other third parties,

Unless separately licensed by Untitled UI or otherwise expressly authorized in writing.

“End Product”

Means a larger application, website, software product, platform, or service developed by Customer that incorporates the Products in a non-standalone manner.

“Order Form”

Means any invoice, pricing plan, purchase confirmation, quote, renewal document, or written commercial agreement governing Customer’s PRO ENTERPRISE license.

“Products”

Means Untitled UI React, Untitled UI Figma, Untitled UI Icons, related repositories, package registries, source files, APIs, design assets, updates, support materials, documentation, and associated enterprise offerings licensed under this Agreement.

2. License Grant

Subject to Customer’s compliance with this Agreement and any applicable Order Form, Untitled UI grants Customer a limited, non-exclusive, non-transferable, revocable, non-sublicensable license to:

- Access;
- Use;
- Reproduce;
- Modify; and
- Internally make available

The Products solely for the Customer’s own internal business purposes.

This license permits use by:

- Authorized Users;
- Customer employees; and
- Eligible Affiliates

Solely for the Customer's internal business operations and subject to this Agreement.

The Products are licensed, not sold.

No ownership rights are transferred under this Agreement.

The scope of Authorized Users permitted under a PRO ENTERPRISE license may be subject to limits, seat counts, organizational scope, or other restrictions specified in the applicable Order Form.

3. Authorized Users, Organizational Access, and Access Control

Customer may permit Authorized Users to access and use the Products under Customer's valid PRO ENTERPRISE license.

Customer is responsible for:

- Managing Authorized User access;
- Maintaining confidentiality of credentials and authentication systems;
- Preventing unauthorized redistribution or disclosure;
- Ensuring compliance with this Agreement;
- Promptly revoking access for users who no longer require access; and
- Maintaining reasonable safeguards against unauthorized exposure of the Products.

Customer shall not:

- Share login credentials, private repository invitations, npm tokens, package registry credentials, Storybook access, SSO credentials, or authentication methods between multiple individuals;
- Make the Products available through shared repositories, cloud drives, asset management systems, monorepos, package registries, design workspaces, or internal platforms accessible by individuals who are not Authorized Users; or

- Permit unlicensed individuals or entities to access private repositories, exports, package registries, or Product assets.

Repository access, package registries, authentication systems, enterprise accounts, and associated infrastructure remain controlled by Untitled UI.

Untitled UI may suspend or revoke access where reasonably necessary to:

- Prevent unauthorized access;
- Investigate suspected abuse;
- Protect intellectual property rights;
- Maintain platform or infrastructure security;
- Enforce this Agreement; or
- Protect other customers or Untitled UI systems.

Customer remains fully responsible for all acts and omissions of its Authorized Users.

4. Ownership and Intellectual Property

Untitled UI and its licensors retain all right, title, and interest in and to:

- The Products;
- Repositories;
- Source files;
- Components;
- Design assets;
- Icons;
- APIs;
- Documentation;
- Updates;
- Enterprise tooling; and
- All related intellectual property rights.

Except for the limited rights expressly granted under this Agreement, no rights are granted by implication, estoppel, waiver, or otherwise.

5. Permitted Uses

Subject to this Agreement, Customer may:

- Use the Products in internal and commercial business projects;
- Customize and modify the Products;
- Build and deploy End Products incorporating the Products;
- Use the Products across multiple internal projects and teams within Customer's organization; and
- Create derivative works solely for Customer's internal business purposes.

Customer may distribute completed End Products to end users provided:

- The Products are incorporated into a larger End Product;
- The Products are not distributed as standalone assets; and
- End users cannot reasonably extract, reuse, or redistribute the Products independently.

6. License Restrictions

Customer shall not, and shall not permit any third party to:

- Redistribute, resell, sublicense, rent, lease, transfer, or commercially exploit the Products as standalone assets;
- Publicly distribute repositories, source files, exports, or design files except as expressly permitted under this Agreement;
- Use the Products to create or distribute a competing UI kit, component library, icon set, design system, template library, or similar offering;
- Incorporate the Products into any framework, starter kit, SDK, low-code platform, AI generation system, boilerplate, or reusable platform intended for redistribution or third-party reuse;
- Remove copyright, attribution, proprietary, or license notices;
- Circumvent licensing systems, repository protections, authentication systems, or access controls;
- Share repositories, files, exports, components, source assets, design files, or Product assets with individuals or entities not properly licensed under this Agreement;

- Publish the Products to public repositories, marketplaces, package registries, Figma Community, template libraries, or public distribution systems;
- Use the Products in violation of applicable law; or
- Infringe Untitled UI intellectual property rights.

For clarity:

- Customer may internally share Product files solely with Authorized Users covered under Customer's valid PRO ENTERPRISE license; and
- Customer may not share Product files, repositories, exports, or source assets with external clients, agencies, consultants, vendors, implementation partners, or third parties unless separately licensed by Untitled UI or otherwise expressly authorized in writing.

Customer may not distribute the Products in any manner that enables third parties to:

- Extract;
- Reuse;
- Download;
- Access;
- Redistribute; or
- Commercially exploit

The Products as standalone assets.

7. AI, Machine Learning, and Dataset Restrictions

Customer shall not use the Products, or any portion thereof, to:

- Train, fine-tune, or improve machine learning or artificial intelligence systems;
- Create datasets for machine learning purposes;
- Generate embeddings, vector databases, or synthetic training data;
- Develop competing AI-generated design, code, icon, or component systems;
- Scrape, extract, or systematically collect Product assets or metadata for automated processing;
- Use the Products in connection with automated asset replication or large-scale dataset generation; or
- Knowingly use the Products with AI systems that retain, train on, or publicly redistribute submitted source content beyond Customer-controlled environments.

Nothing in this Agreement grants Customer any right to use the Products for foundational model training or similar large-scale AI training purposes.

8. Contractors and Third Parties

Authorized contractors working directly for Customer may access and use the Products solely for Customer's benefit under Customer's valid PRO ENTERPRISE license.

Customer shall ensure that contractors:

- Comply with this Agreement;
- Maintain confidentiality of the Products;
- Maintain reasonable safeguards against unauthorized sharing;
- Use the Products solely during the term of their engagement;
- Cease all access immediately upon completion of their engagement; and
- Permanently delete Product files upon completion of their engagement unless separately licensed by Untitled UI.

External clients, agencies, consultants, implementation partners, vendors, or third parties receiving deliverables from Customer do not receive any ownership or license rights to the Products unless separately licensed by Untitled UI.

9. Open-source Components

Certain Untitled UI React components are made available as open-source software under the MIT License. These components are clearly marked as open source within the documentation and codebase.

MIT-licensed components are not subject to the terms of this License Agreement, but in accordance with the terms of the MIT License.

By using Untitled UI React, you agree to respect and comply with the terms of both this Enterprise Agreement and the open-source MIT License where applicable.

10. Support, Updates, and Product Changes

Untitled UI may:

- Release updates;
- Modify features;
- Improve functionality;
- Discontinue features; or
- Change portions of the Products

From time to time.

Nothing in this Agreement obligates Untitled UI to provide:

- Updates;
- Maintenance;
- Support;
- Custom development; or
- New releases

Unless expressly agreed in writing.

Any support provided under a PRO ENTERPRISE license shall be governed by the applicable Order Form, support plan, or written agreement between the parties.

Unless otherwise expressly agreed:

- Support is provided on a commercially reasonable basis;
- Response times are targets only; and
- No guaranteed service levels or uptime commitments apply.

Beta, preview, experimental, or early-access features may be provided “as is” without warranties, support obligations, or guaranteed availability.

11. Data Protection, Security, and Privacy

Customer acknowledges and agrees that Untitled UI's:

- [Privacy Policy](#);

- [Data Processing Addendum \(DPA\)](#); and
- [Subprocessors page](#)

Are incorporated into and form part of this Agreement.

These documents are available at:

→ untitledui.com/privacy

→ untitledui.com/dpa

→ untitledui.com/subprocessors

Untitled UI shall maintain commercially reasonable technical and organizational safeguards designed to protect customer account data and Personal Data processed in connection with the Products.

Customer acknowledges that:

- No system can be guaranteed completely secure; and
- Untitled UI does not warrant or guarantee absolute security.

12. Payment Processing

Customer acknowledges and agrees that payment processing activities relating to the Products are handled exclusively by [Polar.sh](#) acting as Merchant of Record.

Untitled UI does not directly collect, process, transmit, or store payment card information or regulated payment authentication data.

Payment-related processing is governed by Polar's own legal and privacy documentation.

13. Fees and Refunds

Unless otherwise authorized in writing prior to purchase:

- All fees are payable in advance;
- All purchases and license fees are non-cancellable and non-refundable; and

- Customer is not entitled to refunds, credits, or partial refunds for unused license periods, unused seats, downgrades, suspension, or termination of this Agreement.

Nothing in this section limits any non-excludable rights Customer may have under applicable law.

14. Confidentiality

Each party agrees to protect the other party's confidential information using reasonable care and at least the same degree of care it uses to protect its own confidential information.

Confidential information includes:

- Repositories;
- Source code;
- Pricing;
- Security documentation;
- Non-public technical information;
- Enterprise tooling; and
- Other information disclosed under circumstances reasonably indicating confidentiality.

Confidential information does not include information that:

- Becomes publicly available without breach of this Agreement;
- Was lawfully known prior to disclosure;
- Is independently developed without use of confidential information; or
- Is lawfully obtained from a third party without restriction.

15. Customer Responsibilities

Customer is responsible for:

- Maintaining the security of its systems and credentials;
- Controlling access to repositories and Product files;

- Ensuring compliance by Authorized Users;
- Preventing unauthorized redistribution or disclosure;
- Maintaining reasonable safeguards against unauthorized exposure; and
- Using the Products in compliance with applicable law.

Customer is solely responsible for:

- Applications;
- End Products;
- Integrations;
- Deployments; and
- Systems

Built or deployed using the Products.

16. Compliance Verification

Upon reasonable prior notice, Untitled UI may request written certification confirming Customer's compliance with this Agreement, including confirmation that access to the Products is limited to Authorized Users.

Customer shall maintain reasonable records relating to Authorized User access and use of the Products sufficient to verify compliance with this Agreement.

17. Feedback

If Customer provides suggestions, ideas, feedback, recommendations, or enhancement requests relating to the Products, Untitled UI may use such feedback without restriction or obligation.

18. Term and Termination

This Agreement remains effective for so long as Customer continues to use the Products under a valid PRO ENTERPRISE license.

Untitled UI may suspend or terminate this Agreement:

- Upon written notice for material breach, if such breach remains uncured for thirty (30) days after notice; or
- Immediately upon notice in cases involving:
 - Piracy;
 - Intentional unauthorized redistribution;
 - Repository sharing;
 - Unauthorized credential sharing;
 - Sharing Product files with unlicensed users;
 - Circumvention of licensing or access controls;
 - Security abuse; or
 - Infringement of Untitled UI intellectual property rights.

Untitled UI reserves the right to investigate suspected violations of this Agreement and suspend access where reasonably necessary to protect its intellectual property rights, repositories, infrastructure, systems, or customers.

19. Effect of Termination

Upon termination:

- All rights granted under this Agreement immediately terminate;
- Customer must cease all new development using the Products; and
- Customer must delete or destroy all Product source files, repositories, exports, and standalone assets under its control except where retention is required by law.

For clarity:

Customer may continue operating and maintaining previously deployed End Products created during a valid license term, provided Customer does not:

- Create new End Products using the Products;

- Materially expand Product usage;
- Distribute additional standalone Product assets; or
- Continue new Product-based development following termination.

Sections which by their nature should survive termination shall survive termination, including:

- Ownership;
- Restrictions;
- Confidentiality;
- Disclaimers;
- Limitations of liability;
- Indemnification; and
- Governing law provisions.

20. Warranty Disclaimer

The Products are provided "as is" and "as available."

To the maximum extent permitted by law, Untitled UI disclaims all warranties, whether express, implied, statutory, or otherwise, including warranties of:

- Merchantability;
- Fitness for a particular purpose;
- Non-infringement;
- Title;
- Availability;
- Security; and
- Error-free operation.

Untitled UI does not warrant that the Products will:

- Meet Customer requirements;
- Operate without interruption;
- Be free of errors, defects, or vulnerabilities; or
- Remain available in any particular form or configuration.

Nothing in this Agreement excludes, restricts, or modifies any rights or remedies that cannot be excluded, restricted, or modified under applicable law.

21. Limitation of Liability

To the maximum extent permitted by law:

Untitled UI shall not be liable for any indirect, incidental, special, consequential, exemplary, punitive, or similar damages, including loss of profits, revenue, business opportunity, data, or goodwill, even if advised of the possibility of such damages.

Untitled UI's total aggregate liability arising out of or relating to this Agreement shall not exceed the total amounts paid by Customer to Untitled UI for the applicable PRO ENTERPRISE license during the twelve (12) months preceding the event giving rise to the claim.

The limitations in this section apply to the fullest extent permitted by law, regardless of the theory of liability.

22. Indemnification

Customer shall defend, indemnify, and hold harmless Untitled UI and its officers, directors, employees, contractors, affiliates, licensors, and representatives from and against any third-party claims, liabilities, damages, losses, costs, and expenses arising out of or relating to:

- Customer's use of the Products;
- Customer's End Products, services, or applications;
- Customer's violation of this Agreement;
- Customer's misuse of the Products; or
- Customer's violation of applicable law.

23. Export Compliance

Customer shall comply with all applicable export control, sanctions, and trade laws and regulations.

Customer represents and warrants that it is not:

- Located in;
- Organized under the laws of; or
- Subject to sanctions imposed by

Any prohibited jurisdiction or sanctions authority.

Customer shall not use or export the Products in violation of applicable law.

24. Force Majeure

Untitled UI shall not be liable for delays or failures resulting from causes beyond its reasonable control, including:

- Natural disasters;
- Cyberattacks;
- Internet failures;
- Denial-of-service attacks;
- Labor disputes;
- Governmental actions;
- Infrastructure failures;
- Power outages; or
- Failures of third-party providers.

25. Assignment

Customer may not assign or transfer this Agreement, in whole or in part, without Untitled UI's prior written consent.

Untitled UI may assign this Agreement without restriction in connection with:

- A merger;
- Acquisition;
- Corporate reorganization;
- Sale of assets; or
- Similar transaction.

26. Governing Law

Untitled UI® is operated by Sisyphus Ventures Pty Ltd (ABN 65 655 466 729) based in Melbourne, Australia.

This Agreement is governed by the laws of Victoria, Australia. The parties submit to the exclusive jurisdiction of the courts of Victoria, Australia and its appellate courts.

27. Entire Agreement

This Agreement constitutes the complete and exclusive agreement between the parties relating to the Products and supersedes all prior or contemporaneous discussions, understandings, or agreements relating to its subject matter.

28. Modifications

Untitled UI may update this Agreement from time to time by publishing an updated version on the website:

→ untitledui.com/eula

Material changes shall apply prospectively following publication.

Continued use of the Products following publication of an updated Agreement constitutes acceptance of the updated Agreement, where permitted by applicable law.

Untitled UI

Untitled UI® (ABN 65 655 466 729) is operated by Sisyphus Ventures Pty Ltd (ACN 655 466 729), based in Melbourne, Australia.

If you have any questions regarding this Enterprise User License Agreement (EULA), please get in touch with our friendly team via:

→ hello@untitledui.com