

End User License Agreement for MagicDefocus2

November 1, 2024

1. License scope

1. Vink VFX hereby grants to the rightful acquirer of MagicDefocus2 ("you") a right to use this software.
2. This license is tied to the computer (or the authorized number of computers) onto which the software is first installed. The license can only be transferred to another computer once per 31 days. The mandatory license manager software enforces this restriction; it is forbidden to de-install, manipulate or circumvent this software.
3. When a floating license is used, the same terms and conditions apply to the license server ("VinkVFX License Server") as they do to MagicDefocus2. VinkVFX License Server is considered an integral part of MagicDefocus2, and you are granted a right to use VinkVFX License Server solely for the purpose of managing licenses for MagicDefocus2.
4. It is expressly forbidden to:
 - reverse engineer the source code of the software or to decompile the software, except to the extent permitted by mandatory law or applicable open source license;
 - provide copies of the software to third parties;
 - sublicense the software or otherwise make the software available to third parties, including by rental, Software-as-a-Service models or otherwise;
 - modify the software, except to the extent permitted by mandatory law;
 - remove indications of Vink VFX as copyright holder of the software or to remove or render illegible any part thereof.
 1. You may make a backup copy of the software. This backup copy may not be used or traded or distributed in any way, except in conjunction with the original software.

2. Intellectual property

1. All rights, title and interest to the software, the accompanying documentation and all modifications and extensions thereto rest and remain with Vink VFX. You only have the rights and permissions explicitly granted to you by this agreement or granted in writing otherwise. You may not use, copy, distribute or publish the software in any other manner.
2. The software comprises third-party open source software. The respective third-party rights holders grant you the rights indicated in the applicable open source licenses. These licenses can be found in the documentation. This end user license agreement does not apply to this open source software, and nothing in this agreement shall be construed as a limitation of any right granted to you under an open source license.

3. Consideration

1. The usage right is subject to payment of a recurring subscription fee, due at the beginning of each subscription period.
2. You must register to use this software. During registration, Vink VFX processes certain of your personal data. In addition to the data requested in the registration form, you are required to provide the system's unique identifier. The IP address from which the registration is undertaken, as well as information regarding the software, is also recorded. This personal data is only used for the execution of the license agreement and related purposes, such as the making of related offers or notifications of available updates.
3. Personal data will be deleted when it is no longer necessary for execution of this agreement, unless applicable law demands that the data is retained for a longer period. Consult the privacy policy of Vink VFX referred to during registration.
4. Use of the software additionally requires activation. Activation takes place during installation.
5. To complete activation you must acquire a license key from Vink VFX. The software will inform you about the procedure.

4. Updates

1. Vink VFX from time to time releases updates that address bugs or improve the functioning of the software.
2. To learn about the latest updates, consult the website of Vink VFX. No liability is accepted for any damage caused by bugs addressed in an update not installed by you.
3. An update may provide terms additional to the terms of this agreement. You will be informed in advance if this is the case and you will have an opportunity to refuse that update. By installing such an update you accept the additional terms, which then become part of this agreement.

5. Support

1. You are solely responsible for installation and usage of the software. The documentation will provide recommended requirements for the hardware and software environment.
2. Vink VFX is under no obligation to provide you with any support for the use of MagicDefocus2.

6. Guarantees and liability

1. MagicDefocus2 is supplied "as is" and without warranty or representation regarding accuracy, conformity or the nonexistence of bugs. You use the software at your own risk.
2. Except in cases of intentional misconduct or gross negligence Vink VFX is not liable towards you, regardless of ground, for any damages in connection with MagicDefocus2.

3. No liability exists in case damages were not reported timely after discovery to Vink VFX. In addition no liability exists if the cause of damage is beyond the control of Vink VFX.

7. Term of the agreement

1. This agreement enters into force when you start making use of the software and remains in force until terminated.
2. The agreement may be terminated by both you and Vink VFX at any time by providing one month's notice.
3. This agreement terminates automatically and immediately in case you enter into bankruptcy, apply for a suspension of payments, your assets are seized, you pass away, or in case you enter into liquidation, legal dissolution or winding-up.
4. After termination of the agreement (regardless of reason) you must cease all use of MagicDefocus2. In addition you must remove all copies (including backup copies) of MagicDefocus2 from all computer systems under your control.

8. Miscellaneous terms

1. Dutch law applies to this end-user license agreement.
2. Unless dictated otherwise by mandatory law, all disputes arising in connection with this agreement shall be brought before the competent Dutch court for the principal place of business of Vink VFX.
3. A finding that any particular provision of this agreement is legally void shall not affect the validity of the entire agreement. In such a case the parties shall determine a replacement provision that is legally valid and approximates the intent of the offending provision as much as possible.
4. Vink VFX may assign its rights and obligations under this agreement to a third party that acquires the relevant business or the copyrights to MagicDefocus2 from her.