

# **Blackmagic Design Pty. Ltd.**

## **License Agreement for DaVinci Resolve**

**IMPORTANT: Read this before installing this software. This is a legal contract between yourself and Blackmagic Design Pty. Ltd. Before you click on the “Agree” button, it's important you carefully read the terms and conditions of this Agreement. By clicking on the “Agree” button, you are agreeing to be bound by these terms and are becoming a party to this Agreement. If you do not agree to all of the terms, click the “Disagree” button and do not install or use this software.**

1. Subject to the terms of this Agreement and subject to payment of applicable license fees, Blackmagic Design Pty. Ltd. ("Blackmagic Design") hereby grants to you a non-exclusive license to use this software product (the "Software") and accompanying documentation on the terms below. If you were granted a license to the Software with a Blackmagic Design product, such as a camera, your license to use the Software is subject to you retaining ownership of that product and your license is automatically transferred when you sell or transfer ownership of the product. The Software may be used on a single system only, and may be copied for archival purposes, provided any copy must contain all of the original Software's proprietary notices. This license to use on a single system entitles you to access and use the Software in one, and only one at any time, of the following ways:

- 1.1 You may install the Software on a single computer device for access and use by one end user, at any one time.
- 1.2 You may install the Software on a computer or computer system operating one or more virtual machines including, without limitation, any infrastructure-as-a-service or platform-as-a-service computer system provided that, in such a case, each virtual machine is considered to be a single system for the purposes of this License Agreement and only one end user, at any one time, may access and use the Software on that virtual machine.
- 1.3 You may use the Software to enable one end user, at any one time, access to the Software online via a software-as-a-service computer system. For the purposes of enabling an end user to access to and use of the Software via a software-as-a-service computer system, you may only grant to the end user rights to access and use the Software subject to the end-user first agreeing to terms of service that include terms equivalent to sections 2 to 6 of this License Agreement.

2. Blackmagic Design makes no representations concerning the suitability for any purpose of the Software or about the accuracy of data or information made accessible by it. Other than the warranties specifically set out in this Agreement and other than as required by law the Software is provided “as is” without express or implied warranties, including but not limited to implied warranties of merchantability and fitness for a particular purpose or non infringement of intellectual property rights of third persons. Blackmagic Design assumes no liability for any damages (whether direct, incidental or consequential) suffered by you or any third person as a result of use of the Software. SOME STATES DO NOT ALLOW EXCLUSIONS OF AN IMPLIED WARRANTY, SO THIS DISCLAIMER MAY NOT APPLY TO YOU AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE OR BY JURISDICTION. LIMITATION OF LIABILITY: UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL BLACKMAGIC DESIGN OR ITS SUPPLIERS OR RESELLERS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY

INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES. IN NO EVENT WILL BLACKMAGIC DESIGN BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE LICENSE FEE PAID BY YOU TO BLACKMAGIC DESIGN TO LICENSE THE SOFTWARE, OR FOR ANY CLAIM BY ANY OTHER PARTY. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. FURTHERMORE, SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

3. Content accessed through or created by this Software is the property of the applicable content owner and may be protected by applicable copyright or other intellectual property laws. This License Agreement conveys no rights to such content.

4. Blackmagic Design has no obligation to issue any updates, revisions, corrections, new versions or manuals for this Software or otherwise to support this Software in any way.

5. Blackmagic Design reserves the right at any time to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of this Software.

6. The Software is owned by Blackmagic Design or its suppliers. Title, ownership rights, and intellectual property rights in and to the Software shall remain in Blackmagic Design and/or its suppliers. You agree to abide by the copyright law and all other applicable laws of the Australia, United States and other applicable jurisdictions. You acknowledge that the Software in source code form remains a confidential trade secret of Blackmagic Design and/or its suppliers. You may not, modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Software, copy the Software, or remove any proprietary notices or labels on the Software. You must not rent, lease, or sublicense your rights under this License Agreement except as may be expressly permitted in this License Agreement.

7. You may terminate this License Agreement at any time by destroying or erasing your copy of the Software. Your license will terminate automatically if you fail to comply with the limitations specified herein. Upon termination of this License Agreement, you agree to destroy or erase the Software. In the event of termination, the provisions of paragraphs 2 to 6 of this License Agreement will survive.

8. Blackmagic Design may collect, use and transfer machine specific data during internet based Software license activation or deactivation. Information collected will be machine specific and will be used for activation related Software support and Software license validation.

9. Blackmagic Design warrants for a period of ninety (90) days from the date you purchase a license for the Software, that the Software will be free from material defects in normal use and will perform materially in accordance with its documentation. Blackmagic Design's entire liability and your sole remedy for a breach of this warranty is that Blackmagic Design will, at its option, either: (a) replace the Software, or (b) refund any License fee you paid for the Software. Any refund or credit provided shall be conditional on return of any security device/s associated with the Software in full working order.

**10.** This License Agreement shall be governed by the laws of the state of Victoria, Australia, and the applicable local law of such jurisdiction where Blackmagic Design's intellectual property rights may be infringed. The venue of any dispute under this License Agreement shall be the applicable state and/or courts of Victoria, Australia; except that Blackmagic Design may enforce its intellectual property rights before the competent courts of any jurisdiction where an act of infringement has occurred. Final decisions of the specified courts may be enforced in any court of competent jurisdiction.

**11.** If any provision of this License Agreement is unenforceable, invalid, or violates applicable law, such provision shall be deemed stricken and shall not affect the enforceability of any other provision of this License Agreement.

**12.** This License Agreement sets forth the entire agreement between you and Blackmagic Design. No change, modification, addition, or amendment to this License Agreement shall be valid unless in writing and signed by an authorized officer of Blackmagic Design.

© 2021 Blackmagic Design Pty. Ltd. All rights reserved. Blackmagic Design, Blackmagic, DeckLink, Multibridge, HDLink, Videohub, and "Leading the creative video revolution" are trademarks of Blackmagic Design Pty. Ltd., registered in the U.S.A and other countries.