Acutance Suite licence agreement

Version 1.1 dated 17 October 2026

This agreement governs the grant of a licence to use Acutance Studio and Acutance Photo View, including Premium features, by individuals and organisations. It permits personal and professional use, including producing photographs and videos for clients, subject to the rights in the materials used.

1 Author reseller and contract documents

David Bongiorno, Palermo, Italy, is the author and copyright holder of the original contributions to the Acutance software and grants the usage licence governed by this agreement. He is also referred to below as the licensor. Contact: acutancephotosuite@gmail.com. Rights in third-party components remain with their respective holders, as explained in Section 6. The licensee is the individual or organisation acquiring the right to use the software. Anyone accepting for an organisation must have authority to bind it.

For purchases made through the authorised reseller acting as Merchant of Record, the purchase contract is concluded with the seller identified in the offer and order confirmation. That reseller handles the sale to the customer, collection of payment, invoicing and sales taxes under the applicable contract. The author remains the software licensor; this allocation does not exclude obligations imposed on him by law or applicable agreements.

The offer and order confirmation identify the actual seller, its contractual contact details, product, licence term, activation allowance and any renewal conditions. Any additional identifying information and postal contact details of the licensor required by law are provided in the contract documentation. Prices, taxes, refunds and billing are governed by the sales terms supplied before purchase. Those terms must be consistent with the purchased licence and this agreement.

Specific written terms take precedence over general terms to the extent permitted by law. Mandatory law and the licences of third-party components always remain applicable.

2 Licence grant and permitted uses

The licensor grants a non-exclusive licence to install and run legitimately obtained components on the devices and for the users authorised by the accepted offer. Professional use does not require a separate licence category, unless specifically agreed for users, seats or distribution.

The licensee may process, view, export and publish content commercially and deliver resulting photographs and videos to clients. This agreement does not transfer rights in user content to the licensor or grant clients a right to copy or run the software.

Backup copies may be retained as permitted by law and as needed to restore an authorised installation. The licence does not transfer ownership of Acutance code or grant a general right to obtain its proprietary source code.

3 Free trial and Premium features

Free features remain available under the conditions of the supplied edition. Reserved Studio features and Photo View Premium features require a valid licence or an eligible trial. Installing Photo View alone does not purchase a Studio licence.

The reference build provides a ten-day trial using online time verification. After expiry, advanced corrections, automatic tools and Smart TV Deployment may be restricted; exports available in free mode may contain a watermark. The features of the offered edition must be disclosed before purchase.

Photo View uses Studio licence status to enable Premium features. Deactivation or the end of that entitlement returns it to the available standard features. Reinstallation or deletion of licence data does not grant a new trial. Losing reserved features does not transfer ownership of previously created images, projects or videos to the licensor.

4 Activations term and connectivity

Licence keys and activation credentials are intended for the licensee and authorised seats. The activation allowance must appear in the offer and order confirmation. A technically available activation does not authorise exceeding purchased user or device limits. To move a seat, use deactivation and reactivation controls or contact support if the previous device is inaccessible.

The licence lasts for the purchased term. A perpetual licence does not become a subscription through this agreement. Any automatic renewal must be disclosed and accepted separately. New major versions or additional services are included only if offered, without affecting legally required updates.

Activation, deactivation, trial use and some checks require Internet access. In the reference build, an activated licence is normally revalidated after seven days. When the network is unavailable, offline tolerance extends to thirty days from the last successful validation. A connection may then be required to restore reserved features. This technical check does not itself change the contractual term of the purchased entitlement. Activation errors may be reported to support.

5 Restrictions

Except where authorised or permitted by law, the licensee must not distribute copies or code on the licensor's behalf, sell duplicate keys, grant access to users outside the licence, remove attribution notices or circumvent activation and trial controls. Professional processing of third-party content by the licensee remains permitted.

Modification, decompilation and analysis remain subject to statutory exceptions. Non-waivable rights to make necessary backup copies, observe, study and test the software, and obtain interoperability under applicable law, including Articles 64-ter and 64-quater of Italian copyright law, are expressly preserved. Rights required by third-party licences, including debugging modifications to LGPL libraries, are also preserved.

Transfers of copies and usage rights remain governed by applicable law, including exhaustion of distribution rights where its conditions are met. Activation procedures do not intend to exclude those rights. A transferor must stop uses for which they no longer hold authorisation.

6 Third-party materials and components

The rights claimed in Acutance concern the licensor's original contributions. Libraries, detection models, colour profiles and other third-party materials remain the property of their respective right holders. Their own licences and the notices distributed with the software govern those components and take precedence over this agreement for them.

Rights to replace, modify and relink libraries are preserved where required by their licences. Third-party notices identify the components, applicable texts and arrangements for obtaining required source and build materials. Support can be contacted about those materials. The commercial licence does not impose extra charges for exercising rights already granted by third-party licences.

The reference build exports Smart TV Deployment video streams in AV1. Reading and playback compatibility may depend on Windows codecs or separately installed software. An Acutance usage licence is not a universal licence to patents, content or services owned by third parties.

7 Content HDR and external services

Users must hold the necessary rights in photographs, music, trademarks and other materials they import, export or publish, and obtain permissions relating to people depicted where required. The software does not grant rights in third-party materials.

HDR appearance also depends on the monitor, system settings, graphics hardware, drivers and destination device. Users should check that the offer's stated requirements fit their intended use. These dependencies do not exclude responsibility for contractually promised features or compatibility.

Connecting to YouTube is optional and requires a separate authorisation through Google. Uploading uses YouTube API Services and is subject to YouTube's terms at https://www.youtube.com/t/terms. The licensor does not control platform processing times, service availability or content decisions. This does not remove the licensor's own contractual obligations.

8 Personal data and removal procedures

Data processing is described in the separate privacy notice available at https://www.acutancephotography.com/it/privacy/ and in the supplied copy. Accepting this licence is not consent to advertising, profiling or connecting a Google account. Optional authorisations are managed separately.

To release an activation or revoke Google access, use the application's controls and Suite maintenance where available. Merely deleting a portable folder does not replace these procedures. Follow the instructions for the distribution actually used. Uninstalling does not cancel a purchase or subscription or delete previously published YouTube videos.

9 Updates fault reports and support

Legally required updates, including security updates, and applicable remedies remain due under the law and the accepted offer. Users will receive the necessary information about required updates and the consequences of not installing them.

Unless expressly included in the offer or agreed in writing, the licence does not include custom development, personalised consulting or a support service with guaranteed availability levels or response and recovery times. Additional services and optional updates follow the terms disclosed before purchase. These limits do not reduce mandatory obligations concerning conformity, updates or remedies.

Report faults to acutancephotosuite@gmail.com with the version, operating system and problem description. Do not send licence keys, tokens or confidential images unless necessary and requested through appropriate arrangements.

10 Warranties liability and withdrawal

This agreement does not exclude or reduce mandatory legal conformity rights and remedies for failure to supply or non-conforming digital content or services. It does not limit liability for intentional wrongdoing, gross negligence, personal injury or other non-excludable liabilities. Additional commercial warranties do not replace statutory rights. Users are encouraged to retain backups of their work.

Withdrawal and refund rights depend on the purchase contract and applicable law. Merely accepting this EULA does not waive withdrawal rights. Immediate supply of paid digital content without a tangible medium during the withdrawal period requires the statutory consents and confirmation separately from ordinary licence acceptance. There is no general no-refunds rule in this agreement.

11 Termination and contract changes

For a material breach, the licensor may pursue lawful remedies after notifying the breach and allowing an appropriate opportunity to remedy it where required. Ending the software usage right does not transfer user content to the licensor or terminate independent rights in third-party components.

New terms may govern future supplies or services if validly accepted. Publishing updated terms on a website does not retroactively reduce an acquired licence's rights. A negative technical validation result may be disputed with support and does not alone legally terminate the contract.

12 Governing law and acceptance

Italian law applies without depriving consumers of mandatory protections under the law otherwise applicable to them. Jurisdiction follows applicable rules, including consumer jurisdiction where relevant; this agreement does not impose a different exclusive court. Available out-of-court remedies remain accessible without requiring a waiver of access to court.

Acceptance must refer to an identified text available before commitment, which the customer can retain. Any legally required separate approval of individual clauses must be obtained separately. If a clause is invalid, the remainder continues to apply to the extent permitted by law.

The Italian and English texts are intended to express the same terms. Neither text overrides mandatory protections or the language and conditions validly agreed with the customer. Material translation differences must be resolved consistently with those rights.