

PHOTONDSP

GAMMADELAY END-USER LICENCE AGREEMENT

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Commercial legal document

photondsp.com

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This End-User Licence Agreement ("Agreement" or "EULA") is a legally binding agreement between you ("you", "your", "User" or "Licensee") and Individual Entrepreneur Pivneva Svitlana Victorivna, Ukrainian taxpayer registration number (RNOKPP) 2558221521, registered in Ukraine as a Group 3 single-tax payer, with the registered address at 11 Voskresenska Street, Apt. 102, Kyiv 02130, Ukraine, trading under the PhotonDSP name ("PhotonDSP", "Licensor", "we", "us" or "our").

This Agreement governs the licence, download, installation, activation and use of the GammaDelay 64-bit VST 3 audio plug-in for supported x86-64 versions of Windows, including its executable and plug-in files, factory presets, documentation, graphical materials, updates, activation data and other materials supplied with it (collectively, the "Software").

Purchases may be processed by FastSpring, an authorised reseller and Merchant of Record. FastSpring terms govern the sale transaction, checkout, payment, tax, invoicing and monetary refund processing. This Agreement is concluded with PhotonDSP and governs only the licence and use of the Software. FastSpring purchaser terms are available at <https://fastspring.com/legal/>.

Before PhotonDSP issues a paid licence, trial entitlement, protected installer download or protected update download, you may be required to affirmatively accept the exact applicable Product EULA, PhotonDSP Supplemental Product and Licence Terms and PhotonDSP Refund Policy and to acknowledge the PhotonDSP Privacy Policy. The controls must be unselected by default. Any statutory checkout consent required by FastSpring is separate.

PhotonDSP may retain evidence of acceptance, including the accepted document versions and full SHA-256 hashes, the exact checkbox text, product and action, server UTC timestamp, browser timezone or offset, order or licence reference where applicable, verified email reference, IP address, user agent, source page, session reference and acceptance method. Exact accepted PDF copies are made available in a form that the User can save and keep.

The installer does not create a second contract or acceptance event. It may display or link to the documents already accepted and use the choices Continue or Cancel Installation. Cancelling installation only stops that installation attempt; it does not cancel a purchase, terminate an accepted Agreement or create an automatic refund right.

If you do not agree to this Agreement, do not complete the protected download, install, activate or use the Software.

1. GRANT OF LICENCE

Subject, where applicable, to valid payment or other lawful issuance by PhotonDSP and to continued compliance with this Agreement, PhotonDSP grants the Licensee a limited, personal, non-exclusive, non-sublicensable and, except where mandatory applicable law provides otherwise, non-transferable licence to install and use the Software.

Unless expressly stated otherwise at the time of purchase:

1. the licence is assigned to one identified natural person as the Licensee;
2. the Software may be activated on no more than three devices owned or controlled by the Licensee;
3. the three-device allowance is one licence for one Licensee, not three independent user seats;
4. another person may operate the Software on a licensed device that remains owned or controlled by the Licensee, provided that person receives no independent installation, activation, copying, licence-key, licence-file, remote-access or self-service rights;
5. the Licensee remains responsible for all use on licensed devices and must prevent access to the licence key and activation data;
6. the licence may not be used as a floating, network, rental, shared-account or studio-wide licence, and may not be activated on a device owned or controlled by another person for that person's independent

use. A business or studio may purchase separate licences for identified Licensees. The Software is licensed, not sold. No ownership rights in the Software or related intellectual property are transferred.

2. LICENCE TERM

Unless the purchase description expressly states that the licence is subscription-based, time-limited or subject to other restrictions, the licence is perpetual for the version of the Software acquired by you. A perpetual licence means that no recurring licence fee is required to continue using the licensed version, subject to: • compliance with this Agreement; • successful activation; • continued technical compatibility; • availability of the required software and hardware environment; • absence of a lawful suspension or termination of the licence under this Agreement. A perpetual licence does not guarantee: • lifetime technical support; • lifetime availability of download files; • indefinite operation on future computers or operating systems; • compatibility with future digital audio workstations or plug-in hosts; • free access to major upgrades; • indefinite operation of all online services.

3. PERMITTED COMMERCIAL USE

You may use the Software for lawful personal and commercial audio work, including: • music production; • recording; • mixing and mastering; • sound design; • film, television, video games and advertising; • live performance; • television and radio broadcasting; • client work; • monetised online content; • other lawful creative or professional activities. You may sell, publish, license and otherwise commercially exploit music, recordings, audiovisual works and other output created or processed using the Software. PhotonDSP does not claim ownership of your original music, recordings, projects or other lawful output and does not charge royalties for their use. This permission applies solely to output created using the Software. It does not permit you to sell, distribute, rent, sublicense or provide access to the Software itself.

4. COLLABORATIVE AND SHARED-DEVICE USE

A collaborator, client, performer, engineer or other person may operate the Software on a licensed device owned or controlled by the Licensee, including in a collaborative or supervised session, provided that: 1. the licensed device remains owned or controlled by the Licensee; 2. the other person does not receive the Software files, installer, licence key, licence file, activation data or account access; 3. the Software is not copied, remotely exposed as a service or activated on another person's device; 4. the other person does not retain independent access after access to the licensed device ends; 5. the arrangement is not used to avoid purchasing a licence for a person who needs independent access. This section permits operation on the Licensee's licensed device; it does not create a separate licence or transfer any rights to the other person.

5. PROHIBITED USE

Except to the limited extent expressly permitted by mandatory applicable law, you must not: 1. copy or distribute the Software to another person; 2. sell, resell, rent, lease, lend, gift, sublicense, assign or otherwise transfer the Software or its licence; 3. disclose, publish, share, sell or exchange any licence key, licence file, activation token or account credentials; 4. activate the Software on a device for the independent use of another person; 5. use one licence as a multi-user, floating, network or studio-wide licence; 6. upload the Software or licence data to file-sharing, torrent, warez, cloud-sharing or similar services; 7. provide the Software as software-as-a-service, plug-in-as-a-service, rental, shared access, a public workstation, remote self-service or hosting; 8. reverse engineer, decompile, disassemble or attempt to discover the source code, internal structure, algorithms or security mechanisms of the Software; 9. modify, patch, translate, adapt or create unauthorised derivative versions of the Software; 10. bypass, disable, interfere with or remove any activation, licence-verification or technical-protection mechanism; 11. create, distribute or use cracked versions, key generators, loaders, emulators, modified binaries or unauthorised licence files; 12. reset, extend or bypass the duration or limitations of a trial version; 13. remove or alter copyright, branding, trademark, licence or attribution notices; 14. extract and distribute factory presets, interface graphics, documentation, fonts or other protected resources as standalone products; 15. falsely represent the Software or any part of it as your own product; 16. use the Software or its resources to create or distribute an unauthorised copy or a substantially identical replacement; 17. use the Software for unlawful, fraudulent or rights-infringing activities. Nothing in this section restricts rights expressly granted in relation to a separately licensed third-party component under its applicable licence.

6. LICENCE KEYS AND ACTIVATION

Any licence key, serial number, licence file, activation token or related credential supplied to you is personal and confidential. You must save the licence key securely and must not publish, sell, lend, share or expose it.

The licence key cannot be recovered if lost. Any limited encrypted technical retention used solely to complete the original delivery or address an immediate delivery failure is not a customer recovery service and creates no promise of recovery, replacement, re-issuance or refund.

For a FastSpring purchase, FastSpring provides authenticated order, purchaser, product and transaction-status information required for PhotonDSP to verify the completed order. PhotonDSP, not FastSpring, generates the plaintext PhotonDSP licence key. PhotonDSP does not send that plaintext key back to FastSpring under the selected fulfilment model.

After trusted verification of a successfully completed FastSpring order and recording of the required PhotonDSP acceptance bundle, PhotonDSP creates the licence idempotently. The email address entered twice by the User on PhotonDSP before checkout is the licence email and delivery address. PhotonDSP displays the same key prominently on a PhotonDSP-controlled result page and sends it to that licence email in a PhotonDSP transactional email, together with the applicable legal-document hashes or copies and the protected installer link. No separate post-purchase ownership-verification code or link is required for that licence email. The result page states that a duplicate was sent by email and instructs the User to save the key and keep it confidential. The purchaser or billing email entered in FastSpring checkout is separate, may differ from the licence email, and is used by FastSpring for the order, receipt, payment and related FastSpring procedures.

Initial activation of a paid licence requires an internet connection. A licence normally allows no more than three active product-specific installations. Activation may process the licence identifier, product and version, operating-system information, a product-scoped installation identifier or cryptographic public-key identifier, IP address, server and client timestamps, activation history and licence or payment status.

The current licensing design does not intentionally collect a hardware fingerprint or raw hardware serial numbers. A local product-scoped cryptographic identity is protected by operating-system security. Copying only the plug-in binary or copying licensing files without the protected local identity does not create a transferable activation.

After successful paid activation, a perpetual licensed version is designed to continue operating offline without a mandatory heartbeat, recurring lease or expiry merely because internet access is absent. When internet access is available, the Software may perform opportunistic signed status checks and may receive refund, chargeback, blocked or revoked status. Temporary server unavailability does not by itself disable a correctly activated paid licence.

Internet access is required for initial paid activation and for the client-side reset and signed acknowledgement required to complete a voluntary refund. PhotonDSP may apply reasonable activation-slot limits, signed-response validation, nonce and replay protection, retry rules and product-scoped anti-abuse measures, but will not introduce a mandatory paid-licence offline deadline for the acquired perpetual version without the User's affirmative acceptance or a legal basis that permits it.

Personal-data processing is governed by the PhotonDSP Privacy Policy and applicable mandatory law.

7. SUSPENSION, DEACTIVATION AND REVOCATION OF THE LICENCE

PhotonDSP may partially or fully suspend, restrict, reset, deactivate or revoke:

- a licence key;
- one or more device activations;
- an account;
- access under a paid licence;
- trial access;
- access to related online services, where PhotonDSP reasonably considers such action necessary.

Grounds may include:

1. an actual or suspected breach of this Agreement;
2. sharing, publication, resale or unauthorised distribution of a licence key;
3. use of the licence by multiple independent users;
4. activation on more devices than permitted;
5. use of a cracked version, loader, key generator, modified binary or unauthorised licence file;
6. fraud, identity misuse or unauthorised payment activity;
7. a refund, payment cancellation, transaction reversal or chargeback;
8. purchase of the licence from an unauthorised source;
9. abuse of a trial version or repeated circumvention of its limitations;
10. a technical, administrative or pricing error in issuing the licence;
11. the need to protect the Software, activation service or other users from a security threat;
12. compliance with law, a court order, sanctions or another binding legal requirement;
13. protection of PhotonDSP's intellectual-property or contractual rights;
14. investigation of suspicious activity. PhotonDSP may impose a temporary suspension without prior notice where immediate action is reasonably necessary to prevent fraud, piracy, security threats or further unauthorised use.

Where a paid licence was issued because of an obvious technical, administrative or pricing error and the Licensee acted in good faith, PhotonDSP will correct the licence, provide a refund through the authorised transaction channel, or provide another reasonable corrective remedy as permitted by applicable law; the error is not a basis for uncompensated arbitrary confiscation.

A suspension may remain in effect while licence ownership is verified and the relevant circumstances are investigated.

Where necessary, you may be required to provide purchase information or other reasonable evidence needed to confirm your ownership of the licence and the lawfulness of its use.

If PhotonDSP determines that a suspension or revocation of a paid perpetual licence occurred in error, PhotonDSP will restore the licence or provide another reasonable equivalent remedy and may reset activations or issue replacement licence data as

necessary. For a non-purchased licence, PhotonDSP may provide a reasonable means of resolving the situation at its discretion, subject to mandatory law.

Support requests and licence-related enquiries are considered individually. They are generally processed in the order received, but PhotonDSP may determine priority based on urgency, security threats, the number of affected users, available resources and the nature of the enquiry.

No particular response or resolution time is guaranteed, except where a mandatory time limit is imposed by applicable law.

PhotonDSP is not required to restore a licence that was lawfully revoked as a result of a material breach, fraud, refund, chargeback or unauthorised distribution.

Complimentary, NFR, Review and Partner Licences

Any complimentary, promotional, giveaway, NFR, review, beta, partner, affiliate, reseller, distributor, educational, internal-use or other licence issued without payment is not a purchased perpetual licence and creates no entitlement to continued access.

PhotonDSP may suspend, deactivate or revoke such a licence at any time and at its sole discretion, including where cooperation ends, an agreement or understanding is materially breached, the licence is

misused, or PhotonDSP no longer wishes to provide the licence. Nothing in this Agreement restricts an honest review, requires positive coverage, or permits revocation solely because a recipient expresses a truthful good-faith negative opinion. Any affiliate commission, free licence or other material connection must be disclosed where applicable law requires it. Such licences may not be sold, transferred, sublicensed or used to create independent access for another person.

Where a complimentary, NFR, review, partner, trial or other non-purchased licence is issued without a prior purchase-flow acceptance, PhotonDSP may require affirmative acceptance of the applicable EULA before first activation or use.

8. TRIAL AND EVALUATION ACCESS

Unless PhotonDSP expressly states otherwise, an authorised trial lasts fourteen days from server-confirmed activation and is temporary, personal, revocable and product-specific.

Trial issuance requires a valid email address, confirmation through the link sent to that address, affirmative acceptance of the applicable PhotonDSP acceptance bundle and an internet connection. The email address is used only to issue and administer the requested trial unless separate marketing consent is given.

PhotonDSP may refuse a repeated trial for the same product when the same verified email has already received that trial or when the current exact public IP address is within the temporary repeat-trial restriction period. These checks operate independently. The current design does not intentionally use a hardware fingerprint for trial eligibility.

Continued trial use requires internet access. The server issues a signed short-term trial authorisation, currently designed for approximately two hours, and the running process uses a monotonic timer so changing the wall clock does not extend that authorisation. Restarting the plug-in or host requires a new server verification. PhotonDSP may shorten, revoke or refuse a trial authorisation where the trial has expired or abuse is detected.

If the trial cannot obtain or renew valid server authorisation, trial-only processing is disabled in a safe manner and the User is asked to reconnect. This does not convert the trial into a perpetual or offline licence.

You must not reset, reproduce, extend, automate or bypass trial duration or eligibility. Audio lawfully created during an authorised trial may be retained and used after expiry, but continued use of the Software requires a valid paid licence.

9. UPDATES, NEW VERSIONS AND COMPATIBILITY

Except for updates, security updates, fixes and conformity remedies required by mandatory applicable law, PhotonDSP may, but is not obligated to, provide fixes, updates or new versions; add, modify or remove features; maintain compatibility with particular systems or hosts; support obsolete environments; retain old installers; provide technical support; or correct every defect.

Minor updates may be provided without charge at PhotonDSP's discretion. Major upgrades, new editions, additional plug-in formats or versions for other operating systems may require a separate purchase.

Public manuals and legal PDFs may be downloaded without an acceptance gate. A protected installer or update download may require verification of an eligible paid licence or active trial and affirmative acceptance of the then-applicable PhotonDSP documents. A revised document applies to the downloaded version only where the User is clearly shown the revision and affirmatively accepts it.

Material new restrictions do not silently replace the terms governing an already acquired version merely because a document was published. PhotonDSP may require affirmative acceptance before providing a later update, major version or protected download, while the previously acquired version remains

governed by the version accepted for it, except where mandatory law permits otherwise.

PhotonDSP may discontinue development, distribution, support or related online services. Where this materially affects a valid paid licence, PhotonDSP will provide any notice, remedy or alternative access required by mandatory law.

You are responsible for checking published system requirements before purchase and before updating your computer, operating system, plug-in host or digital audio workstation. PhotonDSP is not responsible for incompatibility caused by unsupported environments, third-party updates, system modifications, incorrect installation or use outside the published requirements, except where mandatory law provides otherwise.

10. TECHNICAL SUPPORT

Any support supplied by PhotonDSP is provided at PhotonDSP's discretion, except where mandatory law requires otherwise.

Support requests are considered individually and are generally processed in the order received. PhotonDSP may prioritise:

- licence or activation failures;
- security matters;
- widespread defects;
- issues affecting multiple users;
- urgent legal requirements;
- other matters PhotonDSP considers more significant. PhotonDSP does not guarantee:
- a particular response time;
- a particular resolution time;
- correction of every defect;
- compatibility with unsupported systems;
- personalised setup assistance;
- implementation of requested features. Before providing assistance, PhotonDSP may require reasonable cooperation, diagnostic information and proof of purchase.

Before contacting support, you must review the applicable FAQ, user manual, documentation and other published support materials. PhotonDSP may decline to answer a support request where the answer is already available in those materials.

Ordinary technical and licence support requests must be submitted through the support form or another channel expressly designated for support at photondsp.com. Business, partnership, press, legal, privacy or security addresses are not ordinary technical-support channels unless PhotonDSP expressly states otherwise.

You must not spam, flood, harass, threaten, send repeated duplicate messages, automate submissions, submit deliberately excessive follow-ups, or misuse non-support addresses for support. PhotonDSP may filter, rate-limit, block or refuse messages from abusive senders. A support request sent through a blocked or unauthorised channel may be treated as not properly submitted, and any resulting delay or inability to obtain discretionary support is attributable to the sender's breach, except only to the extent mandatory law requires PhotonDSP to receive or process a particular statutory consumer, privacy, security or legal notice.

11. USER RESPONSIBILITIES

You are solely responsible for:

1. maintaining backups of projects, presets, installers and licence information;
2. testing the Software before a performance, broadcast, delivery to a client or irreversible rendering;
3. verifying processed audio before publication or delivery;
4. maintaining safe gain, playback and monitoring levels;
5. protecting your hearing and equipment;
6. ensuring that you possess all required rights to audio and other materials processed using the Software;
7. maintaining a compatible and secure computer environment;
8. complying with applicable law. The Software must not be relied upon as the sole means of storing, recovering or validating audio, projects or commercial data.

Protective Processing and Parameter Behaviour

The Software may include protective processing, smoothing, filtering, parameter mapping, internal limiting, safety-related value constraints and signal-protection mechanisms. Certain visible or user-selected control values may therefore be internally filtered, smoothed, limited, scaled, blended, delayed, constrained or otherwise adapted before they affect the audio signal.

This behaviour may be used to reduce clicks, instability, excessive gain, unsafe transitions, harsh artefacts, feedback bursts, clipping risk, signal damage or other undesirable behaviour. As a result, a displayed or selected parameter value may not always correspond to a simple, direct or unfiltered internal mathematical value, and the audible result may differ from a purely literal interpretation of the displayed control position, particularly at extreme settings, during fast automation, with high feedback or with unusual input material.

Where disclosed on the product page, in the user manual, in tooltips or other documentation, such protective behaviour is part of the Software's intended design and is not by itself a defect. Nothing in this subsection limits any mandatory right or remedy that applies where the Software materially fails to conform to its published description.

12. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

The protected components of the Software, including its object code, interface, graphics, documentation, factory presets, product design and branding, are owned or lawfully used by PhotonDSP and are protected by applicable intellectual-property laws.

PhotonDSP retains all rights not expressly granted under this Agreement.

The names PhotonDSP and GammaDelay, associated logos, interface design and branding elements must not be used in a manner that creates a false impression of ownership, affiliation, sponsorship, approval or endorsement.

This Agreement does not grant you any right to use PhotonDSP branding except where necessary to identify the Software.

13. THIRD-PARTY COMPONENTS

The Software includes or may indirectly use third-party software components, frameworks, libraries, fonts and subdependencies.

Depending on the particular Software build, such components may include:

- Steinberg VST 3 SDK;
- iPlug2;
- NanoVG;
- Google Sans Flex;
- other components identified in the accompanying notices. Applicable copyright notices and licence texts are supplied in the Licences directory, the Third-Party Notices file or another location within the accompanying documentation. Third-party components remain governed by their respective licences. If this Agreement conflicts with an applicable third-party licence, the third-party licence controls solely in relation to the corresponding third-party component. GammaDelay as a whole and its protected components remain governed by this Agreement. An inadvertent omission, error or outdated entry in the third-party notices does not remove, restrict or replace any rights or obligations arising under the applicable third-party licence. PhotonDSP may correct and update third-party notices at any time. Information concerning suspected omissions or licensing matters may be submitted using the contact details published at photondsp.com. PhotonDSP may investigate the enquiry and correct substantiated issues. The use of third-party components does not imply that PhotonDSP or GammaDelay is affiliated with, sponsored by or endorsed by the authors or rights holders of those components. VST is a registered trademark of Steinberg Media Technologies GmbH.

14. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE, TRIAL ACCESS, ACTIVATION SERVICES, UPDATES, DOCUMENTATION AND TECHNICAL SUPPORT ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTIES OF ANY KIND. • MERCHANTABILITY; • SATISFACTORY QUALITY; • FITNESS FOR A PARTICULAR PURPOSE; • ACCURACY; • COMPATIBILITY; • AVAILABILITY; • QUIET ENJOYMENT; • NON-INFRINGEMENT; • FREEDOM FROM ERRORS, INTERRUPTIONS OR HARMFUL COMPONENTS. PHOTONDSP DOES NOT WARRANT THAT: • THE SOFTWARE WILL MEET YOUR PARTICULAR REQUIREMENTS; • THE SOFTWARE WILL OPERATE WITHOUT ERRORS OR INTERRUPTIONS; • EVERY AUDIO RESULT WILL BE FREE OF NOISE, ARTEFACTS OR UNEXPECTED CHANGES; • THE SOFTWARE WILL BE COMPATIBLE WITH EVERY DEVICE, HOST OR OPERATING SYSTEM; • OLD PROJECTS WILL LOAD IDENTICALLY AFTER UPDATES; • EVERY DEFECT WILL BE CORRECTED; • ACTIVATION OR DOWNLOAD SERVICES WILL ALWAYS REMAIN AVAILABLE; • TECHNICAL SUPPORT OR FUTURE UPDATES WILL BE PROVIDED. Nothing in this Agreement excludes or limits any warranty, remedy or consumer right that cannot lawfully be excluded or limited.

15. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PHOTONDSP AND ITS OWNERS, DEVELOPERS, CONTRACTORS, DISTRIBUTORS AND LICENSORS WILL NOT BE LIABLE FOR:

- INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES;
- LOSS OF PROFITS, REVENUE, BUSINESS, CLIENTS OR OPPORTUNITIES;
- LOSS, CORRUPTION OR DISCLOSURE OF AUDIO, PROJECTS, PRESETS OR OTHER DATA;
- DAMAGE CAUSED BY A MISSED DEADLINE, RELEASE, PERFORMANCE OR BROADCAST;
- BUSINESS INTERRUPTION;
- THE COST OF SUBSTITUTE SOFTWARE, EQUIPMENT OR SERVICES;
- DAMAGE CAUSED BY THIRD-PARTY SOFTWARE OR SYSTEM UPDATES;
- HEARING LOSS OR DAMAGE TO EQUIPMENT;
- UNAUTHORISED ACCESS RESULTING FROM THE USER'S FAILURE TO PROTECT LICENCE INFORMATION;
- DAMAGE ARISING FROM UNLAWFUL OR IMPROPER USE. To the maximum extent permitted by law, PhotonDSP's total aggregate liability arising out of or relating to the Software, its purchase or this Agreement will not exceed the amount actually paid by you for the specific GammaDelay licence giving rise to the claim.

These limitations apply regardless of the legal basis of the claim and even where PhotonDSP was informed that such damage was possible.

Nothing in this Agreement excludes or limits liability that cannot lawfully be excluded, including liability for fraud, wilful misconduct or other liability that mandatory law requires to remain available.

16. INDEMNIFICATION BY PROFESSIONAL USERS

If you use the Software primarily for commercial, business or professional purposes, you agree, to the extent permitted by law, to indemnify PhotonDSP and its owners, developers and contractors against losses, liabilities, damages and reasonable legal expenses arising from third-party claims resulting from:

1. your unlawful distribution of the Software;
2. your disclosure or sharing of a licence key;
3. your infringement of third-party rights;
4. materials or content distributed by you;
5. your unlawful use of the Software;
6. your material breach of this Agreement. This section does not impose liability on a consumer where such liability is prohibited by mandatory law.

17. REFUNDS, PAYMENT REVERSALS AND CHARGEBACKS

For purchases processed through FastSpring, FastSpring is the authorised reseller and Merchant of Record. FastSpring terms govern checkout, payment, tax, invoicing, statutory checkout notices and the monetary refund transaction. PhotonDSP separately determines eligibility under its voluntary Refund Policy and controls licence status and client-side reset verification.

PhotonDSP offers a voluntary fourteen-day refund process for eligible purchases. Before PhotonDSP authorises that voluntary refund, every active installation of the affected product must connect to the internet, launch the Software, receive the signed terminal refund status, delete the product-specific paid-access record and return a valid signed acknowledgement to the server. Do not uninstall the Software or delete its licensing data before PhotonDSP confirms this process is complete, because those records may be needed to prove the reset.

If any active installation cannot complete the required acknowledgement because the device is lost, inaccessible, sold, destroyed, reformatted, permanently offline or otherwise unavailable, PhotonDSP may refuse a voluntary refund because continued offline use cannot be excluded. This does not limit a statutory remedy that cannot lawfully be excluded.

FastSpring, a payment provider, card issuer or competent authority may separately process or require a refund, reversal, chargeback or other remedy. If the licence fee ceases to remain paid, the licence terminates, PhotonDSP may revoke the key and activations, and you must immediately stop using and delete the Software and licence data under your control. A refund, reversal or chargeback never grants continued-use rights.

18. TERMINATION

This Agreement remains in effect until terminated.

Your rights under this Agreement automatically terminate if:

- you materially breach this Agreement;
- you use an unauthorised copy;
- you distribute the Software or licence data;
- you circumvent licence protection;
- payment is refunded or reversed;
- the licence was obtained fraudulently;
- continued provision is prohibited by law.

PhotonDSP may also terminate this Agreement by notice where termination is reasonably necessary because of a material breach that is capable of being remedied but remains unremedied.

Upon termination, you must:

1. immediately stop using the Software;
2. uninstall and delete the Software and all copies under your control;
3. delete all licence keys, files and activation data;
4. stop providing access to any other person. Termination does not affect rights, obligations or remedies arising before termination.

Provisions concerning restrictions, ownership, third-party licences, warranty disclaimers, limitation of liability, indemnification and dispute resolution survive termination.

19. CHANGES TO THIS AGREEMENT

PhotonDSP may revise this Agreement and will publish the revised version with a new version number and effective date. Previous versions and their exact hashes may be retained as evidence of the terms previously in effect.

A revised Agreement applies to future purchases, trials, protected downloads, new major versions or Users who affirmatively accept it. Administrative corrections, updated contact details and clarifications that do not materially reduce acquired rights may apply from publication to the extent permitted by law.

Material new restrictions affecting an existing paid licence require affirmative acceptance before they govern a later update, major version or protected download, unless mandatory law permits another basis. Mere publication of a revised document, passive website use or continued use of the previously acquired version does not by itself constitute acceptance of material new restrictions.

Where required by law, PhotonDSP will provide advance notice or an appropriate remedy.

20. TRANSFER OF THE LICENCE

You may not transfer, assign, sell or sublicense the licence except where mandatory applicable law expressly grants a non-waivable right to such transfer.

Where the law requires a transfer to be permitted:

1. the entire licence must be transferred;
2. the original Licensee must stop using the Software;
3. all copies and activations controlled by the original Licensee must be removed;
4. the licence may not be divided into separate device activations;
5. the recipient must accept the EULA reasonably applicable to the lawful transfer, provided that a later EULA may not retroactively reduce the scope of a non-waivable transfer or exhaustion right granted by mandatory law;

21. GOVERNING LAW AND DISPUTES

Unless mandatory consumer law provides otherwise, this Agreement is governed by the laws of Ukraine, excluding conflict-of-law rules.

Before starting formal proceedings, the parties should make a reasonable attempt to resolve a dispute through the PhotonDSP support channel. This does not prevent either party from seeking urgent injunctive relief or using a mandatory consumer-dispute mechanism.

If you are a consumer, this choice of law does not deprive you of mandatory protections, remedies or competent consumer forums available under the law of your habitual residence that cannot lawfully be waived. For business and professional Licensees, the courts of Ukraine have exclusive jurisdiction to the maximum extent permitted by law.

The FastSpring sale transaction remains separately governed by FastSpring purchaser terms and applicable mandatory law.

22. GENERAL PROVISIONS AND CONTACT

This Agreement, together with the documents expressly incorporated into it, constitutes the entire agreement between the User and PhotonDSP concerning the licence and use of the Software. FastSpring checkout and payment terms are separate.

If any provision is held unenforceable, it will be limited to the minimum extent necessary and the remaining provisions remain effective. PhotonDSP's failure to enforce a provision does not waive it. Headings are for convenience only.

PhotonDSP may assign this Agreement or the related business or intellectual property as part of a reorganisation, financing, sale or transfer, subject to applicable law. The User may transfer the licence only under Section 20 and with any required written approval.

Licensor: Individual Entrepreneur Pivneva Svitlana Victorivna, Ukrainian taxpayer registration number (RNOKPP) 2558221521, registered in Ukraine as a Group 3 single-tax payer, with the registered address at 11 Voskresenska Street, Apt. 102, Kyiv 02130, Ukraine, trading under the PhotonDSP name.

Registered address: 11 Voskresenska Street, Apt. 102, Kyiv 02130, Ukraine.

Official website: <https://photondsp.com>

Support and refund form: <https://photondsp.com/#support>

Privacy and assistance email: assistance@photondsp.com

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