

PHOTONDSP

TAPEENGINE END-USER LICENCE AGREEMENT

Version	1.1
Effective date	29 September 2026

No-cost perpetual licence for personal and commercial audio work

photondsp.com

© 2026 PhotonDSP. All rights reserved.

This End-User Licence Agreement ("Agreement" or "EULA") is an 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 download, installation and use of PhotonDSP TapeEngine version 1.1 for supported x86-64 versions of Windows, including its VST3 plug-in and standalone executable, factory presets, documentation, graphical materials and updates supplied under these terms (collectively, the "Software").

Read this Agreement before installing or using the Software. By installing or using it, you agree to these terms to the extent such acceptance is recognised by applicable law. If you do not agree, do not install or use the Software. Where applicable law requires a separate affirmative acceptance, PhotonDSP must obtain that acceptance; this wording does not replace that requirement.

1. FREE LICENCE GRANT

Subject to compliance with this Agreement, PhotonDSP grants you a worldwide, non-exclusive, royalty-free, non-sublicensable licence to install and use the Software for lawful personal, educational and commercial audio work. You may be an individual or a legal entity. A person accepting on behalf of an entity must have authority to bind that entity.

You may install and use the Software on any number of devices that you own or control. There is no device-activation quota or paid user-seat requirement. Employees, contractors and collaborators may operate those installations for your lawful work, provided that they comply with this Agreement and you remain responsible for use under your control.

You may make reasonable backup copies and internal deployment copies for those installations. A person who needs an independent installation may obtain their own free copy from PhotonDSP or an expressly authorised distribution channel. No purchase is required.

The Software is licensed, not sold. It remains proprietary except for components governed by separate licences. Free availability does not grant source-code access, ownership, a general redistribution right or the right to sell the Software.

2. PERPETUAL FREE USE

The licence for the version supplied under this Agreement has no time limit and no recurring or one-time licence fee. It is the full version, not a trial or evaluation entitlement. No serial number, registration account, activation, licence file, online verification, periodic heartbeat or licence-server connection is required for audio processing.

The Software does not contain a licensing timer or a licence-related remote deactivation mechanism. Loss of internet access, a change of computer, passage of time or discontinuation of a website or download service does not, by itself, end the licence for this version.

Continued lawful use remains subject to this Agreement, technical compatibility and any termination permitted under Section 13. This free licence is not a revocable promotional, review or NFR entitlement. PhotonDSP will not withdraw the acquired licence merely because the Software was supplied free of charge.

3. COMMERCIAL AUDIO AND YOUR OUTPUT

You may use the Software for music production, recording, mixing, mastering, sound design, film, television, games, advertising, live performance, broadcasting, client work and monetised content. You may sell, publish, license and otherwise exploit your lawful audio and audiovisual output.

PhotonDSP does not claim ownership of your original recordings, music, projects or other lawful output and does not charge royalties for their use. This permission concerns output, not resale, sublicensing or unauthorised distribution of the Software itself.

4. SHARED USE AND DISTRIBUTION

The Software may be used in studios, businesses, classrooms and collaborative sessions on devices owned or controlled by the Licensee. Such use does not require an activation or a separate paid licence for each operator. An independent user or entity should obtain the Software from an official or expressly authorised source and accept the applicable terms for their own installations.

You may share a link to the official download page. Unless PhotonDSP gives written permission or mandatory law permits otherwise, you must not republish, mirror, bundle, sublicense, sell, rent or distribute the installer, plug-in, executable or protected resources to the public or to unrelated third parties. Internal copies permitted by Section 1 are not public redistribution.

Providing the Software itself as a public rental, plug-in-as-a-service or remote self-service product requires PhotonDSP's written permission. This does not restrict using it to provide your own lawful recording, mixing, sound-design or other audio services to clients.

5. RESTRICTIONS

Except as expressly permitted by this Agreement, a relevant third-party licence or mandatory applicable law, you must not:

1. Sell, resell, sublicense, rent, publicly host or distribute the Software or its licence.
2. Modify, patch, translate, adapt or create unauthorised derivative versions of the Software, or distribute modified binaries.
3. Reverse engineer, decompile or disassemble the Software, or attempt to discover its source code or internal algorithms, beyond rights that applicable law permits notwithstanding contractual restrictions.
4. Remove or alter copyright, branding, trademark, licence or attribution notices.
5. Extract and distribute factory presets, interface graphics, documentation, fonts or other protected resources as standalone products, except where their separate licences permit it.
6. Falsely represent the Software or any part of it as your own product, or claim PhotonDSP endorsement without permission.
7. Use the Software or its resources to create or distribute an unauthorised copy or substantially identical replacement.
8. Use the Software for unlawful, fraudulent or rights-infringing activities.

Nothing in this Agreement removes non-waivable rights to make a necessary backup, observe or study a program, achieve interoperability or undertake other acts permitted by mandatory law. Nor does it restrict rights granted by an applicable third-party component licence. Those exceptions apply only within their lawful scope.

6. OWNERSHIP AND BRANDING

The protected components of the Software, including object code, interface, graphics, documentation, factory presets, product design and branding, are owned or lawfully used by PhotonDSP and protected by applicable intellectual-property law. PhotonDSP retains rights not expressly granted.

PhotonDSP and TapeEngine names, logos and branding must not be used to create a false impression of ownership, affiliation, sponsorship or endorsement. You may identify the Software truthfully in credits, reviews, demonstrations and descriptions of your work. This Agreement does not restrict an honest, good-faith review.

7. THIRD-PARTY COMPONENTS

The Software incorporates or uses separately licensed components, which may include iPlug2, WDL, the Steinberg VST 3 SDK, NanoVG, graphics and audio support libraries, and Google Sans Flex fonts. Applicable notices and licence texts accompany the distribution in the Licenses directory or Third-Party Notices file.

Each third-party component remains governed by its own licence. In a conflict, that licence controls for the corresponding component only. TapeEngine as a whole and PhotonDSP's protected components remain governed by this Agreement. An omission or outdated entry in the notices does not remove rights or obligations under a component's actual licence.

Use of a component does not imply endorsement by its authors or rights holders. VST is a registered trademark of Steinberg Media Technologies GmbH. Suspected notice omissions may be reported through the PhotonDSP contact channels.

8. PRIVACY AND OFFLINE OPERATION

The Software does not require licence registration, payment details, an email address, a hardware fingerprint or a product-specific activation identity. It does not contact a licensing service to authorise processing and does not require online licence-status checks.

Presets and host settings are stored locally. Opening a website link or downloading the Software uses your browser or other networking software and is separate from audio processing. Product links include the ref=te referral tag identifying TapeEngine as the source of the visit; it is sent when you open the link. Information you voluntarily provide in a support enquiry and data processed by the website are subject to the applicable PhotonDSP Privacy Policy and mandatory law.

This section describes the Software's licensing and local-use design. It does not make representations about telemetry, account services or data handling performed independently by Windows, your DAW, an audio driver or other third-party software.

9. UPDATES, COMPATIBILITY AND SUPPORT

Except where mandatory law requires otherwise, PhotonDSP may choose whether to provide fixes, updates, new versions, additional formats or operating-system support. A perpetual free licence for this version does not promise lifetime support, permanent download availability, compatibility with future systems, or access to separately released products or editions.

Discontinuing development, distribution or discretionary support does not by itself revoke the free licence to a copy already lawfully obtained. You should keep a backup of the files required to reopen your projects. An update supplied under revised material terms is subject to Section 14.

Check the published system requirements and test an update before relying on it for important work. PhotonDSP does not guarantee compatibility with every DAW, host, driver, device, system modification or future operating system. Mandatory conformity rights and remedies remain unaffected.

Ordinary support requests should use the support form or another channel designated at photondsp.com. Include the product version, host, operating system and relevant reproduction details. No proof of purchase or activation record is required for TapeEngine.

Support is discretionary except as required by law. Requests may be prioritised by urgency, severity, the number of affected users and available resources. No particular response time, resolution time, requested feature, personalised setup service or correction of every defect is promised.

Do not spam, harass, threaten or repeatedly submit duplicate requests. PhotonDSP may filter abusive submissions, without limiting any legal duty to receive or address a statutory consumer, privacy, security or legal notice.

10. USER RESPONSIBILITIES AND AUDIO BEHAVIOUR

You are responsible for maintaining backups; verifying processed audio before delivery; testing the Software before performances, broadcasts or irreversible renders; keeping a compatible computer environment; and holding the rights needed for the material you process.

Maintain appropriate input, output and monitoring levels. TapeEngine intentionally produces distortion, pitch variation, level changes, interruptions and noise at some settings. Tape Dynamics includes a final -0.2 dBTP ceiling while enabled; switching it off or enabling Bypass removes that ceiling. It does not limit later processing in the DAW. Protect your hearing and equipment, keep backups and verify the final output.

The Software uses parameter mapping, smoothing, filters, interpolation, internal gain compensation and constrained control ranges. Displayed percentages describe effect depth and do not necessarily equal a physical measurement. Noise dB values describe generator gain, not a measured noise floor or signal-to-noise ratio. The user manual explains these distinctions.

The models are engineering-informed creative approximations, not a certification of historical hardware performance. The active output ceiling does not prevent intentional distortion within the model or constrain later gain in the host. With Tape Dynamics off or Bypass on, there is no output ceiling. These intended behaviours do not limit any mandatory remedy where the Software materially fails to conform to its published description.

11. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE, DOCUMENTATION, UPDATES AND DISCRETIONARY SUPPORT ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPATIBILITY, AVAILABILITY, QUIET ENJOYMENT OR NON-INFRINGEMENT.

PHOTONDSP DOES NOT WARRANT THAT THE SOFTWARE WILL MEET EVERY REQUIREMENT, OPERATE WITHOUT ERRORS OR INTERRUPTIONS, PRODUCE AUDIO FREE OF NOISE OR ARTEFACTS, WORK WITH EVERY SYSTEM, REOPEN EVERY OLD PROJECT IDENTICALLY AFTER AN UPDATE, OR THAT EVERY DEFECT WILL BE CORRECTED. NO INDEFINITE AVAILABILITY OF DOWNLOADS, SUPPORT OR FUTURE UPDATES IS PROMISED.

Nothing in this Agreement excludes or limits any warranty, conformity obligation, consumer right or remedy that applicable law does not allow to be excluded or limited. The fact that the Software is free does not waive such mandatory rights.

12. LIABILITY AND PROFESSIONAL-USE CLAIMS

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 losses; lost profits, revenue, business or opportunities; loss or corruption of audio, projects or presets; missed deadlines or performances; business interruption; substitute services or equipment; or damage arising from incompatible third-party systems or improper use.

Because this Software is supplied without a licence fee, PhotonDSP excludes liability for other loss arising from its provision and use to the maximum extent applicable law permits. This is not a purchase-price refund remedy or a representation that every claim has a zero value. Where exclusion is prohibited, liability remains as required by law.

These exclusions apply only as far as lawful, regardless of the legal basis of a claim. They do not exclude or limit liability for fraud, wilful misconduct, death or personal injury, or any other liability where exclusion or limitation is prohibited by mandatory law.

If you use the Software primarily for business or professional purposes, you agree, to the extent permitted by law, to indemnify PhotonDSP against third-party claims and reasonable legal expenses caused by your unlawful distribution of the Software, infringement of third-party rights, unlawful content or material breach of this Agreement. This obligation does not cover PhotonDSP's own unlawful conduct and does not impose liability on a consumer where prohibited by law.

13. TERMINATION

You may stop using the Software at any time. PhotonDSP may terminate this licence for a material breach of this Agreement or where continued provision is prohibited by law. Where a breach can be remedied, PhotonDSP will give reasonable notice and an opportunity to remedy it unless immediate action is legally required or necessary to address serious unlawful distribution or infringement.

Free availability, lack of internet access, an honest review, a period of inactivity or the end of promotional cooperation is not, by itself, a ground to terminate a compliant TapeEngine licence. This Agreement does not authorise a licence-related remote switch-off of this version.

Following valid termination, stop using the Software and delete copies under your control, except as mandatory law permits retention. Lawfully created audio and other output remain yours and are not required to be deleted. Accrued rights and provisions intended to survive, including ownership, lawful restrictions, third-party licences, liability and dispute resolution, survive termination.

14. CHANGES TO THESE TERMS

PhotonDSP may publish a revised Agreement with a new version number and effective date for later releases or downloads. Material restrictions do not retroactively replace the terms of a copy already lawfully acquired merely because a new document appears online.

A material revision governing a later release requires any affirmative acceptance mandated by applicable law. You may continue using your previously acquired version under its existing terms, subject to compatibility and lawful termination. Administrative corrections or updated contact details may apply to the extent permitted by law without reducing acquired rights.

15. TRANSFER AND MANDATORY RIGHTS

This Agreement does not grant a general right to sell, assign or sublicense the Software or licence. An independent recipient can obtain their own free copy from PhotonDSP. Nothing here restricts a non-waivable transfer, exhaustion or other right provided by applicable law.

Where mandatory law requires a transfer to be permitted, it must be made within that law's conditions. The recipient's mandatory rights are not reduced by requiring acceptance of materially more restrictive terms. Third-party component rights remain separately governed by their licences.

16. GOVERNING LAW AND DISPUTES

Unless mandatory consumer law provides otherwise, this Agreement is governed by the laws of Ukraine, excluding its conflict-of-law rules. Before formal proceedings, the parties should make a reasonable attempt to resolve a dispute through the PhotonDSP support channel. This does not prevent urgent relief or the use of a mandatory consumer-dispute procedure.

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.

17. GENERAL PROVISIONS

This Agreement and the applicable third-party licences form the terms governing the Software. TapeEngine is supplied without a purchase transaction; paid-product refund, chargeback, trial and activation terms are not incorporated into this licence.

If a provision is unenforceable, it will be limited to the minimum extent necessary and the remaining provisions will remain effective. Failure to enforce a provision does not waive it. Headings aid navigation and do not alter meaning.

PhotonDSP may transfer the related business or intellectual property subject to applicable law and the rights already granted by this Agreement. Such a transfer does not itself convert this acquired free perpetual licence into a paid subscription or an expiring entitlement.

18. LICENSOR AND CONTACT

Individual Entrepreneur Pivneva Svitlana Victorivna, Ukrainian taxpayer registration number (RNOKPP) 2558221521, registered in Ukraine as a Group 3 single-tax payer, trading under the PhotonDSP name.

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

Official website: photondsp.com

Technical support: photondsp.com/#support

Privacy and assistance: assistance@photondsp.com

Keep a copy of this Agreement with your Software. Version 1.1, effective 29 September 2026.