

End User Licence Agreement (EULA)

1. General

1.1. This EULA is legally binding for any user of the software. You may not use the software by any means if you do not agree and adhere to the terms of this licence agreement. By installing or using the software by any means you declare your agreement to be bound by this EULA.

1.2. In the context of this document, “Atrium”, “software”, “product” and “plug-in” refer to the reverberation simulation plug-in “Atrium”, which was developed by Convex Audio. If “software” refers to anything other than Atrium, this is denoted by the use of a star (*).

The use of “we”, “us”, “our” and other grammatical variations thereof, as well as “Convex Audio”, refer to the product owner, developer, licensor and contracting partner:

Convex Audio
Jan N. Beier
Löwenzahnweg 9c
12357 Berlin
Germany

You may contact us via e-mail at: info@convexaudio.com

The use of “you” and “user” refers to you, the individual that uses the software by any means (the “licensee”).

1.3. In addition to this EULA, our general terms and conditions (GTC) and privacy policy apply. You can find those documents on our website <https://convexaudio.com> or attached to one of the e-mails that were sent to you by us when you purchased a licence for the software.

2. Licence rights and limitations

2.1. Any licence that is granted under this EULA is a simple, personal, non-exclusive, and non-sublicensable licence that gives the user the right to use the software for its generally intended and expected purposes.

2.2. Licences are bound to the single user that purchased it. You may only have the software installed on two machines (or “devices”) at a time. Before installing the software on a third machine you must first completely deinstall the software from at least one of the previously used machines. You may not use the software on more than one device simultaneously.

2.3. The number of distinct machine activations is limited in order to ensure the compliance of the user with the contractual agreements. If you run out of machine activations, contact us by e-mail. Withstanding a compliance check, you may be eligible to an increase in the number of machine activations.

2.4. You may not use the software for any illegal or malicious activities.

2.5. You do not obtain ownership of the software or any of its constituents. When you purchase a licence, you only obtain a right of use under the conditions that are specified in this document as well as our GTC. Please refer to the GTC for more information.

2.6. You may not incorporate the software into other products for the development of commercial or non-commercial products.

2.6.1 This includes, but is not limited to, using the output of the software to generate impulse responses to be used in convolution reverbs, or similar approaches and techniques.

2.6.2 You may not use the software for the creation of audio effect products, virtual instruments or similar products.

2.6.3 You may not bundle the software with other software. Neither in the original nor in a modified form.

2.7. You may not redistribute the software in any way. You must implement appropriate security measures to ensure that no third parties get access to the software by any means.

If you sell, alienate or otherwise dispose of hardware on which the software is installed, you must completely deinstall the software and delete all data that is related to the software beforehand.

You are liable to us for any loss or damage in this context.

2.8. You may not attempt to copy, decompile, reverse engineer, or otherwise derive the source code of the software or parts thereof or instruct anyone to do so. Exceptions may only apply if applicable laws expressly grant any of such rights. You may create a backup of the software, if necessary to ensure future use.

2.9. You may not use the software or any parts thereof for the purposes of data mining or the training of artificial intelligence technologies.

2.10. All rights that are not expressly granted in this EULA or our GTC are reserved by us to the maximum extent permitted by law.

2.11. Unless expressly permitted by us or by applicable law, you may not sub-license, rent, lease, lend, modify, exploit for profit or gain, translate or reproduce the software or parts thereof in any way.

2.12. You may not attempt to authorise a machine by malicious means or try to disable, remove or otherwise circumvent security protections or technical measures that control the access to features of the software.

2.13. Any product that is labelled as a “beta” or “demo version” or distributed with the intention of being used as a demo version may not be used for commercial purposes or resold or transferred.

3. Licence termination

3.1. If your licence to use the software is revoked for any reason, you must cease its use immediately and deinstall the software and delete all data that is related to the software from all machines. Exceptions regarding the deletion of data may apply when there is a specific legal reason that prohibits you from doing so.

3.2. Non-compliance of the user with material contractual obligations, terms, or agreements automatically results in the immediate revocation of the licence.

3.3. You may withdraw from this agreement by permanently ceasing the use of the software and irreversibly removing any and all data related to the software from all of your devices.

3.4. Some stipulations may survive the termination of the agreement. This notably applies to limitations of liability and damages, proprietary rights, choice of law and jurisdiction where applicable, as well as warranties and disclaimers and more.

4. User obligations and safety guidelines

4.1. The user must read and adhere to the guidelines for the use of the software in order to avoid and minimise the potential for damages to hardware, software(*) and work, as well as life, body and health.

4.2. These guidelines do not present an exhaustive list of all the safety measures the user should implement. They are an addition to the implementation of and adherence to safety measures that are to be expected from the user when working with audio software in general.

4.3. **Safety guidelines**

(a) You must test the software extensively at low volume first. Start off with your speakers physically disabled and observe the output meters of your plug-in host when processing audio with the software. Only enable your speakers and later increase the volume after you have made sure that the resulting output does not contain any volume spikes or other excessively loud content.

(b) Always keep the maximum volume levels below the threshold for potential hearing damage. Ensure that your software(*) environment has a safety mechanism that mutes, or at least limits, the audio output if a set volume level is exceeded. Make sure that you are at all times able to quickly mute the audio by hardware/mechanical means if necessary, for example by turning off your speakers entirely.

(c) Take special caution when adjusting parameters while audio is playing, including switching presets. This may lead to significant sound artefacts and is not recommended. If you do so anyway, do this at very low volume levels and take special care to limit the possible output.

(d) If there are significant changes in your listening environment, such as using different hardware, software(*)/software updates or using a different plug-in host, you must repeat the initial steps, checks, and other precautions that are mentioned in this section to ensure safety.

(e) In order to avoid loss of work, you must make regular backups of your work. Always make a backup of your projects before incorporating the software.

(f) You must periodically check whether there are more recent versions of the software and keep the software up to date. You may check for updates by visiting the appropriate pages on our website <https://convexaudio.com> or via the "Info" panel from inside the plug-in.

5. Privacy notice and authorisation process

5.1. This privacy notice is an addition to the privacy policy that can be found on our website at <https://convexaudio.com/privacy-policy/>.

5.2. The authorisation (or "registration") process of the software on a new device requires an active and stable internet connection at the time of authorisation. The connection to the server may be logged by the server host, IONOS Group SE, and their privacy regulations apply. A server connection is also established when you check for updates via the "Info" panel in the plug-in. Internet connections may incur charges by your internet provider.

5.3. Some of the data that is sent to the server for the authorisation process is stored on the server to ensure proper use of the licence. The legal basis for this is the EU General Data Protection Regulation (on the basis of Article 6 Para. 1 lit. b) GDPR).

5.4. Making significant changes to your device may require you to re-authorise the software. You need to authorise the software on every new device that you want to use the software on.

5.5. You may need to download the latest version of the plug-in for the authorisation process to work. If there are changes to the authorisation process, any changes and corresponding instructions will be published on our website or sent to you by e-mail.

6. Intellectual property

6.1. The software is protected by copyright and other intellectual property laws and treaties.

6.2. Please refer to our GTC for more information regarding intellectual property rights.

6.3. VST® is a trademark of Steinberg Media Technologies GmbH, registered in Europe and other countries.

7. Licence grant

7.1. If you have purchased a licence from us and fully paid the applicable price, or were otherwise explicitly granted a licence by us in writing, we licence to you the right to use the software for its intended purposes under the conditions that are set out in this EULA, our GTC, as well as any other contract documents and legal stipulations that were explicitly agreed to by you and us.

7.2. If you have the intention to purchase a licence from us, you are granted a limited licence to do a basic compatibility check of the software with your hardware and software environment. You are still bound by the obligations and limitations of this EULA, our GTC, as well as any other applicable legal documents. However, your right of use is limited to the very minimum that is required to perform a technical compatibility check. After having performed such a check, you may not use the software further by any means. If you no longer have the intention to purchase a regular licence for the software from us or 14 days have passed since you installed the software, you must uninstall the software and delete any related data immediately and permanently. Note that the software's functionality is severely limited until you purchase a regular licence and authorise your device.

8. Licence transfer

8.1. Licences may be transferred to another person under the following conditions:

- (a) The user who is currently licenced and the prospective licensee notify us in writing of their intention to transfer the licence.
- (b) The prospective licensee submits to us in writing their full name, address and e-mail address.
- (c) The prospective licensee agrees to this EULA, our GTC as well as other applicable contract documents that will be sent to the prospective licensee and submits their agreement to these terms in writing.
- (d) A service fee of 70% of the current purchase price of a licence as stated on our website is paid upfront. The minimum fee is 50€. The payment must be made in full by either the current or the prospective licensee. The payment transfer details will be provided upon request.
- (e) The current licensee permanently ceases to use the software and removes any and all data that is related to the software from all devices.

8.2. Transferring a licence in deviation from the conditions above leads to the immediate automatic termination of the licence.

9. Support and service period

9.1. The customer support period is 2 years from the date of purchase. Please refer to our documentation and explanatory videos, where available, before reaching out for technical assistance. Support requests that are unrelated to warranty will be processed at our discretion.

9.2. The minimum service duration for the software is 2 years from the date of purchase. Compatibility with operating system updates is generally expected, but never guaranteed, to last significantly longer than this minimum duration.

9.3. Statutory warranty provisions are not affected by these limitations. For more information regarding warranty and liability please refer to our GTC.

10. Final provisions

10.1. The legal basis for this EULA is the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CSIG). Consumers who regularly reside abroad in a member state of the European Union can also rely on the mandatory applicable laws of the state in which they reside.

10.2. The contractual language is English. The contractual language may also be German if both parties agree to this in writing.

10.3. For licensees that are a businessperson (or “trader”) in the sense of §14 BGB or a legal entity under public law, the legal venue and place of performance is Berlin, Germany. We retain our right to file suit against you at your place of residence or domicile.

10.4. If a contract with us requires the communication of any intent to occur in writing, this shall also be fulfilled by the use of the text form by e-mail.

10.5. Should any stipulation of this EULA prove to be invalid, this shall not invalidate the remaining stipulations. In such a case, both parties shall attempt to replace the invalid stipulation with a valid stipulation that retains the purpose of the original stipulation as far as possible, if both parties agree to this.

10.6. Should provisions of this EULA and our GTC contradict each other, the provisions of this EULA shall take precedence.

10.7. This EULA and our GTC may get updated in the future. Make sure to check the dates of the last updates of these documents whenever you update the software or install it on a new device and reread the updated terms if necessary.

This EULA was last updated: September 2025