Delta Sigma Software Licence Agreement

Version of 25 October 2026. Please read this agreement before installing or using the software. By installing or using it, you accept its terms. This English text is a translation provided for convenience; the French version prevails.

1. Parties and purpose

This agreement is made between Dominique Spagnolo EI, trading as Delta Sigma, France, SIRET 788 700 623 00010 (“the publisher”), and the individual who installs or uses the software (“the user”). It sets out the conditions under which the user may use the Delta Sigma software purchased or under trial (“the software”), identified in the appendix. The software is licensed, not sold.

2. Licence granted

Subject to payment, the publisher grants the licence holder named in the licence a personal, named, non-exclusive right to use the software, for the major version stated in the licence.

The holder may install the software on all computers they use, provided they are its only user. Use by several people, for example in a studio or an institution, requires one licence per person, or an institutional licence available on request from the publisher.

The holder may use the software for professional and commercial purposes. The recordings and works produced with the software belong to them freely.

3. Restrictions

Except where expressly permitted by law, the user shall not: share their licence key or file with any third party; copy or distribute the software beyond the permitted use; circumvent, disable or modify the licensing system or the trial period; decompile, disassemble or modify the software; rent, lend, sell or sublicense the software, subject to section 6.

4. Trial period

The software may be used free of charge, with all its features, for the trial period stated in the appendix, starting from its first use on a computer. The trial is intended solely for evaluation; one trial period is granted per computer. When the trial ends, the software stops processing audio until a licence is activated.

To manage the trial, the software stores on the computer, and only there, the trial start date and a fingerprint of the computer identifier. This information is never transmitted.

5. Versions and updates

The licence is valid for the major version stated in it, for example “1.x”, and for all updates of that version, provided free of charge. A new major version is not covered by the licence for the previous one: for each software and each new major version, the publisher decides whether it is offered free to holders of the previous version, offered at an upgrade price, or sold at the regular price. A licence for a major version remains valid for that version without time limit.

6. Transfer

The holder may transfer their licence once to another individual, by requesting it from the publisher at info@studiodeltasigma.com, with the new holder's consent. The publisher then issues a new licence in the new holder's name and revokes the previous one; the former holder must stop using the software. Free, demonstration, educational and institutional licences, and licences obtained through a promotion stated as non-transferable, cannot be transferred.

7. Intellectual property

The software, its documentation, images and models remain the exclusive property of the publisher and are protected by copyright. This agreement transfers no ownership rights. Third-party components included in the software are governed by their own licences, provided with the software.

8. Personal data

The licence contains the holder's name and order number. The software never connects to the internet and never transmits any data. The data processed by the publisher at purchase is described in its privacy policy at studiodeltasigma.com.

9. Revocation and termination

This agreement takes effect upon installation and lasts as long as the licence. In the event of a serious breach by the user, in particular sharing the licence, circumventing the protection or fraudulently reversing the payment, the publisher may revoke the licence, after informing the holder where possible. A revoked licence stops working in later versions of the software. The user must then stop using the software and delete it.

10. Warranty and liability

The software is provided with the legal guarantee of conformity for digital content under French consumer law, and under the publisher's terms of sale, which notably provide for a refund if the software does not work on a compatible configuration. Users are advised to back up their projects regularly. To the extent permitted by law, the publisher shall not be liable for indirect damages, such as loss of data or business, arising from the use of the software. Nothing in this agreement limits the rights a consumer user holds under mandatory provisions of law.

11. Governing law

This agreement is governed by French law. It does not deprive the user of the protection afforded by the mandatory rules of the law of their country of residence. In the event of a dispute, the user may refer to the consumer mediator indicated in the terms of sale, or to the competent court.

Appendix: Midnight LCR Pro

Software	Midnight LCR Pro, a passive program equaliser: a component-by-component simulation of an LCR equaliser, its transformers and its transistor stage
Major version covered	1.x
Editions	Pro (“pro”): personal licence, under section 2; Education (“edu”): education licence, personal, reserved for the students of an institution that has entered into a contract with the publisher; Site licence (“site”): institutional licence, for the computers of an institution, under the terms of its contract with the publisher. Education and Site licences are not transferable (section 6)
Trial period	14 days
When the trial ends	the sound passes through unprocessed until a licence is activated
Network operation	none: the software never connects to the internet; no data is transmitted outside the computer
Formats	VST3 and Audio Unit on macOS; VST3 on Windows
Contact	info@studiodeltasigma.com