PLEASE READ THIS PROCYON END USER LICENSE AGREEMENT ("EULA") CAREFULLY.

Terms of Use

The EULA is a modular contract that governs and defines the terms of the contractual relationship between Procyon Limited (Co# 02728992), 400 Pavilion Drive, Northampton, NN4 7PA, UK ("Procyon") and its customers ("Customer").

Procyon is the developer of software and integrated software\hardware solutions, which may be provided as stand alone, Software-as-a-Service (SaaS) or a mixture of both.

These solutions include (but are not limited to) packages under the names: d|sign, ContactsPro, d|sign-in, d|sign Audit. To use any Procyon Services, you must accept the following End User Licence Agreement (EULA).

The EULA consists of the following components:

A. Master Terms

The Master Terms contain the terms and conditions generally applicable for your contractual relationship with Procyon. This part of the EULA will apply to you in any case.

B. Software Specific Terms

The Software Specific Terms contain the terms and conditions that additionally apply to the use of:

(i)   software provided by Procyon, whether installed on devices of the Customer or accessed via web browser, also including any applications (e.g., apps for mobile terminals), add-on components, customized settings and features, and all updates and Release Versions as herein below defined thereof (collectively "Software"), and

(ii)   servers for the management and operation of the systems used in conjunction with the Software ("Server Services"), as well as

(iii)   any further cloud-based services provided by Procyon.

The Software, Server Services and other cloud-based services provided by Procyon are hereinafter collectively referred to as "Services".

C. Hardware Specific Terms

The Hardware Specific Terms contain the terms and conditions that additionally apply to your purchase of physical goods, including media players, touch screens, enclosures accessories and other components required to implement the Services defined in the contract.

D. Professional Services Specific Terms

The Professional Services Specific Terms contain the terms and conditions that apply to the provision of professional services by Procyon to support the use of Procyon Product(s), e. g. installation, configuration, customisations, and integration of Services in Customer´s environment or third-party interface, as well as related IT services, consulting, and training (collectively "Professional Services").

A. Master Terms

The Master Terms contain the terms and conditions generally applicable for your contractual relationship with Procyon. This part of the EULA will apply to you in any case.

A.1. Formation of Contract

A contract between Procyon and Customer pursuant to this EULA shall be formed, if:

(i)   Customer places an order with Procyon and Procyon accepts the order (e.g., by sending an order confirmation or license activation to the Customer);

(ii)   Procyon issues a binding quote to Customer and Customer accepts the quote within the prescribed time period set out in the quote or, if no time period is specified, within twenty-one (21) days after issuance date;

(iii)   Customer and Procyon enter into an order document or other form of contractual document; or

(iv)   in the case of a free-of-charge instance (i.e., Free Version, Trial Use or Test Period), when Customer downloads the Software (defined below), or creates an online account for the purpose of using or evaluating the services or Software.

If Customer acquires the Software license from an authorised dealer of Procyon ("Reseller"), this EULA, with exception for the payment terms, shall apply in relation between Customer and Procyon. Any deviating terms, warranties and commitments agreed upon between the Reseller and Customer shall not be binding upon Procyon.

The contractual details as agreed in the individual transaction documents as per processes described above and the EULA together shall form the "Contract".

A.2. Fees and Prices

Customer shall pay Procyon the price specified in the Contract.

A.2.1 Due Date

Unless otherwise specified in the Contract, all fees and charges shall be due immediately upon invoicing and in the currency specified in the Contract.

A.2.2 Invoicing

Unless otherwise specified in the Contract, Procyon shall invoice the respective fee:

(i)   for the Subscription License at the date of the Contract, and, if applicable, subsequently at the beginning of each Renewal Term and

(ii)   for Professional Services (a) upfront in case of Cost Estimate or (b) in all other cases, monthly after the performed Professional Services.

The invoicing shall be made either:

(i)   online via an email to the email address provided by the Customer or

(ii)   if such an account has been created – through an upload into the Customer's Procyon account and/or the notification of the Customer via email.

The Customer shall only be entitled to the delivery of an invoice by mail if the Customer requests the invoice from Procyon and pays the respective fee specified in Procyon's applicable price list.

A.2.3 Payment methods

Unless otherwise specified in the Contract, the invoiced amounts may be paid by credit card. Further payment methods (e.g., BACS, direct debit, or cheque) may be offered during the ordering process.

A.2.4 Prices, fees, and tax

The fees and charges specified in the Contract do not include any sales, use, consumption, value-added, or any other tax (including applicable withholding tax, which shall be added to the invoiced amount, if applicable). The Customer is responsible for the payment of any and all such taxes. Bank and credit card charges shall be borne by the Customer.

A.2.5 Price changes

For a Contract that renews at the end of the respective Initial Term or Renewal Term (as defined below), Procyon may notify the Customer of changes to the fee at least twenty-eight (28) days prior to the expiry of the term of the Contract (section B.1.5). The Customer may object to the increase within fourteen (14) days of the notification, in which case the Contract terminates at the end of the respective Initial Term or Renewal Term. If the Customer does not object, the notified user fee shall apply with effect from the Renewal Term following the notification. Procyon shall inform the Customer in its notification about this effect of non-objection.

A.2.6 Late payment

Any overdue payment shall accrue an interest at the rate provided by applicable law. In addition, the following provisions shall apply:

Reminder fee:
In the case of a second payment reminder, Procyon shall be entitled to charge a reasonable reminder fee.

Termination in case of default:
Procyon may terminate the Contract if the Customer defaults on the payment of the fee and fails to cure the breach within fifteen (15) days of receiving notice from Procyon. Termination is in addition to (and not in lieu of) any other rights and remedies available to Procyon hereunder or at law.

Suspension in case of default:
If the Customer defaults on the payment of the user fee, Procyon shall be entitled to suspend the Services temporarily ("Suspension"). However, Procyon shall warn the Customer of the Suspension reasonably in advance, e.g., via email or notifications in the Software. The Suspension shall not take place or respectively be rescinded without undue delay once the Customer has made his payment in full. During the Suspension, no connections can be established from and to the installations of the Customer's Software. The Customer's obligation to pay the user fee shall continue to be in effect during the Suspension period.

A.2.7 Invoicing entities

Customer acknowledges and agrees that the payment shall be collected and processed by Procyon in the UK regardless of the Customers location.

A.3. Confidentiality

The Products, including the Software, the Services and Professional Services, all manuals, as well as both parties' data, documentation, and other materials provided by one party ("Disclosing Party") to the other party ("Receiving Party"), contain, as applicable, essential components (e.g. algorithm and logic), constituting confidential information and trade secrets and shall be deemed the Disclosing Party's confidential information ("Confidential Information") regardless of whether it is designated as "confidential". The Receiving Party will only use Confidential Information in accordance with the Contract and may only disclose Confidential Information to a third party if it is required to fulfil or comply with its obligations under the Contract and only if the third party is bound by confidentiality obligations which are at least as protective to the Receiving Party as those set forth in this Confidentiality section or to the extent that disclosure is required by law or it is necessary to assert a claim.

A.4. Data protection

Procyon complies with applicable data protection law. Procyon collects, processes, and uses personal data of Customer in its function as a data controller as set out and in accordance with the relevant Product Privacy Notice available for download under https://www.dsign.co.uk/about/privacy.cfm

Additionally, Procyon may function as a processor for Customer's personal data as set out and in accordance with the terms and conditions of the Data Processing Agreement (DPA) provided separately on request.

A.5. Non-personal data

Procyon may process non-personal or anonymous data to improve functionality and the Customers' experience with the Services. Customer agrees that Procyon owns all rights in and is free to use any such non-personal or anonymous data in any way it deems fit for development, diagnostic, corrective, security as well as marketing or any other purposes.

A.6. Changes to the EULA

Procyon shall be entitled to amend this EULA, especially – but not limited to –

(i)   to reflect changes in Services or in business, e.g. new products or features, services or technologies

(ii)   for legal, regulatory or security reasons and/or

(iii)   to prevent abuse or harm, upon no less than twenty-eight (28) days prior notice to Customer.

Unless Customer notifies Procyon in writing of its objection to such amendment within fifteen (15) days of such notice, then the amendment shall be deemed accepted by Customer. If Customer notifies Procyon in writing of its objection to such amendment within fifteen (15) days of notice, the Contract shall continue under the existing terms without giving effect to such amendment.

A.7. No deviating provisions

The Contract contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all proposals, understandings, representations, warranties, covenants, and any other communications (whether written or oral) between the parties relating thereto and is binding upon the parties and their permitted successors and assigns. Any inconsistent or conflicting terms and conditions contained in any purchase order or similar instrument of Customer shall be of no force or effect unless Procyon has explicitly approved such terms and conditions in writing. This requirement of explicit written form approval applies in particular to Customer's terms and conditions, regardless of whether Procyon provides Software or Services to the Customer in knowledge of the Customer's general terms and conditions without explicitly objecting to them.

A.8. Warranties; no guarantees

Warranties in this EULA refer to the description of remedies available to Customer in case of non-performance or defective performance and shall not be construed as a guarantee that stands for strict liability without fault. A guarantee of Procyon for quality or committed features in the meaning of preceding clause shall only be taken as such if made by Procyon in writing (including a signature) and labelled expressively as "guarantee".

A.9. Severability; waiver

If any provision of the Contract is found partly or wholly invalid or unenforceable, such provision shall be enforced to the maximum extent permissible, and remaining provisions of the Contract shall remain in full force and effect. A waiver of any breach or default under the Contract shall not constitute a waiver of any other subsequent breach or default.

A.10. Communication via email

Unless otherwise specified in the Contract, any notifications, and declarations in connection with the Contract may also be made by email. To this end, Procyon may use the email address the Customer provided upon registration or in the Procyon account. The Customer shall be responsible for checking its emails

regularly and, if necessary, updating its email address. Procyon's contact information is available under this link: https://www.dsign.co.uk/support/

A.11. Documentation

User manuals are retrievable online in English language in context appropriate areas within the protected portals provided for the Services.

As between the parties, Procyon retains all right, title, and interest in and to such documentation and in all copies, modifications and derivative works thereof including, without limitation, all rights to patent, copyright, trade secret, know-how, trademark and other proprietary or intellectual property rights.

B. Software Specific Terms

The Software Specific Terms contain the terms and conditions that additionally apply to the use of:

(i)   software provided by Procyon, whether installed on devices of the Customer or accessed via web browser, also including any applications (e.g. apps for mobile terminals), add-on components, customized settings and features, and all updates and Release Versions as herein below defined thereof (collectively "Software"), and

(ii)   servers for the management and operation of the systems used in conjunction with the Software ("Server Services"), as well as

(iii)   any further cloud-based services provided by Procyon.

The Software, Server Services and other cloud-based services provided by Procyon are hereinafter collectively referred to as "Services".

B.1. Licenses

B.1.1 Subscription and Free License

For the use of Software and/or other Server Services, Customer shall acquire the right of use ("License") respectively as:

(i)   a temporary, i.e., term- or subscription-based, license against recurring payments ("Subscription"); or

(ii)   a limited license free-of-charge ("Free"), granted by Procyon for selected products (including Free Version, test version and Trial Use thereof), under the conditions herein below.

B.1.1.1 Subscription

Licenses for Subscription are exclusively available to businesses and not provided to consumers. Businesses in the preceding sentence means a natural or legal person, or a partnership with legal personality, that acts in exercise of trade, business or profession while entering the Contract.

B.1.1.2 Free Version

Procyon may provide a free-of-charge version for selected Software products to Customer solely for the personal and non-commercial purposes ("Free Version"). The use for the exercise of Customer's trade, business or profession, or the use for the purposes for which Customer directly or indirectly receives compensation (e. g. teamwork with colleagues, free support provided to third parties which have bought Customer's own software or other product), shall not constitute personal usage.

B.1.1.3 Test Period

If the Contract provides for a test period, Customer may terminate the Contract within seven (7) calendar days of the conclusion of the Contract. In such a case, Customer shall be provided with a refund of any prepaid, unused fees (if any) paid to Procyon for the applicable Software that is subject to the test period. During a test period, the Customer will be required to use the highest level of access security available within the Services being evaluated, even if those features are optional under a full subscription, this may include access restricted to nominated IP addresses and 2-factor login authentication.

B.1.1.4 Trial Use

Prior to entering into a Contract, Procyon may offer to Customer the opportunity for a trial use for Services during a defined trial use period ("Trial Use"). Procyon may also provide Customer with a limited Trial Use license if Customer installs the Free Version and declares that its use of the Software is (at least partly) for commercial purposes. For any Trial Use, this EULA shall also apply.

During trial use, the Customer will be required to use the highest level of access security available within the Services being evaluated, even if those features are optional under a full subscription, this may include access restricted to nominated IP addresses and 2-factor login authentication.

B.1.2 Scope of License

The License is granted to Customer herein as non-exclusive, worldwide (subject to applicable export control regulations; unless Customer is expressly granted a limited right to use the Service only in a specific territory in the Contract), non-transferrable and not sub-licensable, and limited to the right to install, run and use the Software on Customer's own devices, or on any devices in the immediate possession of Customer, for the purpose of operating its own business activities and within the limits of the scope of use specified in the Contract.
The rights of use granted under the Contract for Subscription shall be limited in time to the specified term of Subscription and end with the expiry or termination thereof.

B.1.3 Authorised Users

Customer may only provide use of its License to the Authorised Users. "Authorised User" means:

(i)   if Customer is an individual, solely Customer;
(ii)   if Customer is a legal entity, any current employees, agents, representatives, or temporary workers authorised by Customer to use the Software or Services solely for the support of Customer's internal business, provided that such access and use shall be limited to their provision of services to Customer in scope of their employment or assignment;
(iii)   in any other cases subject to written consent by Procyon.

Each Authorised User must access the Services using a unique account which may be issued to them on behalf of the Customer or linked to the Customer account following registration. Each account must have a unique valid email address.

The account of each Authorised User, and the credentials used to access it may not be shared with other users or non-users of the Services without prior consent of Procyon.

Customer is responsible for the acts and omissions of its Authorised Users. All obligations of Customer under this EULA and the respective Contract shall apply fully to any such Authorised Users or other persons as if they were Customers hereunder.

B.1.4 Overuse by Quantity

The usable licensed units included in the scope of license acquired by Customer, in particular regarding the amounts of licensed users or agents, managed devices, etc., shall be specified in the Contract; where the Contract does not contain a specification, the usable licensed units available under the respective license type as stated in the Product Description shall apply. If Customer exceeds the quantity of licensed units during the term of Contract, additional license fees will be charged for the excess at the then current list price of Procyon or, at the election of Procyon, pro rata relating to the price provided in the Contract.

B.1.5 Prohibited use

Any use of Software and/or other Services that is not expressly granted is prohibited. In particular, Customer shall not, or allow a third party to:

(i)   attempt to circumvent any technical devices of the Software that are directed at, or have the effect of, enforcing the terms of the EULA;

(ii)   modify, create derivative works, translate, decompile, or create or attempt to create or recreate, by reverse engineering or otherwise, the source code or the object code of the Software;

(iii)   use the Software under any circumstance whatsoever directly or indirectly in a computer service business or service bureau or in a rental or commercial timesharing arrangement or as a spyware;

(iv)   remove, modify, or obscure any copyright, trade secret, confidentiality, trademark, service mark or other proprietary rights, serial number, notice, legend or similar on any copy of the Software, or related data, manuals, documentation, or other materials;

(v)   provide access to the software or services to 3rd parties for the purpose recreating or enhancing competitive products, derivative products or unauthorised integrations;

(vi)   market, sell, lend, rent, lease, or otherwise distribute, the Software or provide access to Services to third parties; or

(vii)   except as otherwise expressly provided herein, assign, sublicense or otherwise transfer any rights in or to the Software or Services.

This shall not affect Customer's mandatory statutory rights.

B.1.6 Reservation of rights

As between the parties, Procyon retains all right, title and interest in and to the Software (including any customisation and Release Versions) and in all copies, modifications and derivative works of the Software including, without limitation, all rights to patent, copyright, trade secret, know-how, trademark and other proprietary or intellectual property rights, even if provided to or otherwise contributed to by the Customer.

B.1.7 Source code

The rights of use granted shall not include any rights to the source code of the Software.

B.1.8 Usage analyses, right to audit and self-declaration

Procyon may analyse Customer's use of the Software and/or Services for security reasons as well as for product improvement, license auditing and/or marketing purposes. To that end, Procyon may use, at its sole discretion, and implement technical measures regarding the functionality of the Software and/or other Services to assess whether Customer's usage pattern is in line with the indicated usage volume and thus with the chosen license type, and to detect whether the contractually agreed scope of use is being exceeded by Customer. Procyon may require Customer, at any time, to provide a self-declaration regarding its actual scope of use and/or usage pattern.

B.2. Services

B.2.1 Product Specification

The functions and features of the Software and / or other Services are set forth, respectively, in these Software Specific Terms, in any Product Specific Terms and/or, as the case may be, in an annex to the respective Contract (in each case, a "Product Specification").

B.2.2 Product Specification for Free Version

A key element of and part of the Product Specification for the Free Version is the display and receipt of personalized marketing messages in the Software as well as the processing of personal data necessary to provide such personalisation. In this context, the Free Version also requires cookies, including in certain cases third-party cookies, to be placed on a Customer's devices, which enable Procyon and third-party recipients to analyse the Customer's usage as well as online usage behaviour. Detailed information on the purposes and exact implementation of personalisation processes are described in Procyon's Privacy and Cookie Notice.

B.2.3 System Requirement

Customer is responsible for providing the system environment required for the use of respective Software in accordance with the system requirements set forth in the Product Specific Terms ("System Requirement"). This will include connectivity and networking requirements.

B.2.4 Provision, installation, and configuration of Software

Depending on the software types, Software may be provided for electronic download or made accessible via web browser. Customer shall be solely responsible for the download, installation, and configuration of the Software. Customized adjustment, development, integration with Customer´s system or external software, training of Customer´s staff, as well as any additional consulting or support services other than warranty claims provided hereunder, are not included in the scope of Services and shall be subject to express written agreement unless otherwise specified in the Contract.

B.2.5 Server Services

The storage of content, settings, tools, and meta data are made available in connection with Procyon's Server Services.

Procyon provides Customer with the Server Services subject to the conditions set out in this EULA. Customer acknowledges that the Server Services may be unavailable or include latency from time to time due to causes

beyond the reasonable control of Procyon or for the limited periods during updating, feature roll out or to mitigate system security threats. Additionally, Customer acknowledges that the end-to-end connection between different users (Authorised Users, devices or software agents) of the Software is dependent on Customer's internet connection to the data centre as well as Customer's use of hardware and software (e. g. PC, operating system) in compliance with System Requirements for the Software, all of which shall not be included in the services provided by Procyon and shall be Customer's responsibility at its own costs.

B.2.5.1 External Server Services

As part of some Services, Procyon makes available freely available to the Customer content from third party providers and services (such as transport, social media, meteorological providers), as well as the ability to integrate with other services procured externally by the Customer (such as Office, Automation, Sensor, or collaboration tools). "External Server Services".

The customer acknowledges that Procyon has no control over the 3rd party providers systems and no guarantee can be given as to the availability, reliability of accuracy of that data or when the external party may change the integration requirements or licence requirements of that data.
Customer has no claim to demand the provision of the External Server Services and Procyon may in its sole discretion discontinue or modify any of the External Server Services at any time.
Provision of External Server Services cannot be guaranteed under the Contract.

B.2.6 Procyon account

Procyon will require Customer (and its Authorised Users) to sign up for a Procyon account and being logged in to the Procyon account to be able to use the Services. Procyon may further set certain account verification requirements that Customer will be required to meet to use the Services (See B.1.3)

B.2.7 Programming interfaces

At Procyon's discretion, it may provide use of programming interfaces or other software interfaces ("API") which may enable applications of third parties or of Customer (collectively "Third-party Software") to communicate with the Software or the servers provided by Procyon as part of the Server Services. Procyon, in its sole discretion, may change or switch off APIs at any time without any obligation or liability to Customer.

The respective provider shall be responsible for the Third-party Software. The provisions of the Contract shall not apply to any such Third-party Software and Procyon is under no obligation to test, validate or otherwise review Third-party Software, and shall have no liability for any Third-party Software or in connection with the use thereof.

B.2.8 Changes to the Services

Some features and functions of the Software or other Services provided by Procyon may include or depend on certain third-party components which may be subject to changes by such third parties. Procyon is entitled to modify or limit such features and functions, provided this does not materially interfere with the substantial functions of Services.
Procyon reserves the right to change the Software in the context of updates and/or Release Versions as well as the other Services (including the System Requirements) for worthy cause. Such worthy cause exists especially if the change is required due to:

(i)   a necessary adaptation required by applicable law, regulation, court order, or order of authority;

(ii)   changes to applicable technical framework conditions (e.g., new encryption standards); or

(iii)   the protection of system security.

B.2.9 Release Versions

Procyon may, at its sole discretion, but shall not be obligated to, provide releases of the Software for download ("Release Versions"). Additional features to the Software which are separately marketed and/or priced by Procyon ("Additional Features") shall not qualify as Release Versions. All rights of use set forth in the Contract applicable to the Software shall also apply to Release Versions.

Customer is obliged to update the Software with any Release Version at its own cost as soon as reasonably practicable. Customer's systems shall comply with the System Requirements to accommodate new Release Versions. Any malfunctioning of the Software or failure in the Services that is attributable to non-compliance with this section shall be Customer's sole responsibility.

The obligation of Customer holding a previously acquired perpetual license to update the Software shall be limited to the minor Release Versions (e.g., version XX.1, XX.2 "Minor Release Version") relating to the main version (e.g., version XX, YY) for which the Perpetual License was acquired. Minor Release Versions may contain the correction of errors, security patches as well as minor improvements of functions (e.g., optimisations in the program execution speed) and will be marked by Procyon – in its sole discretion – by a change in the number behind the main version number.

New versions of the software will be available from the respective web portal for the Service in question and be available for dashboard within the Software itself where practicable.

B.2.10 Software Lifecycle Policy

The Customer will be notified before the end of the current subscription period if a Service has been designated End of Life. No further feature updates will be provided, whether previously planned or not, for End-of-Life Services.

B.3. Customer Obligations

B.3.1 Lawful Use

Customer shall use the Software and / or other Services only in accordance with the provisions of the Contract and in accordance with laws and regulations applicable to such use, in particular all applicable data protection and export control provisions and shall not infringe any third-party rights in connection with such use.

B.3.2 Export controls and economic sanctions

Customer acknowledges that the Software and related technical data as well as the Services (collectively "Controlled Technology") are subject to the import and export control and economic sanctions laws of the UK and the laws of any country where Controlled Technology is imported or re-exported. Customer agrees to comply with all relevant laws and will not export, re-export, or transfer any Controlled Technology in contravention of UK law nor to any restricted country, entity, or person for which an export license or other governmental approval is required. Customer further agrees that it will not export, transfer, or sell any Controlled Technology for use in connection with chemical, biological, or nuclear weapons, or missiles, drones, or space launch vehicles capable of delivering such weapons.

Customer represents that it is not:

(i)   a Restricted Party (as defined below);

(ii)   currently engaging in any transaction, activity or conduct that could result in a violation of applicable Sanctions (as defined below) and warrants that it will not make available the Controlled Technology directly or indirectly, to, or for the benefit of, any Restricted Party.

This section shall only apply to Customer to the extent that the provisions herein would not result in any violation of, conflict with or liability under EU Regulation (EC) 2271/1996 or a similar antiboycott statute.

"Restricted Party" means any person:

(i)   designated on any Sanctions List,

(ii)   that is, or is part of, a governmental authority of a Sanctioned Territory,

(iii)   owned or controlled by, or acting on behalf of, any of the foregoing,

(iv)   located, organised, or resident in, or operating from, a Sanctioned Territory, or

(v)   otherwise targeted under any Sanctions.

"Sanctioned Territory" means any country or other territory subject to a general export, import, financial or investment embargo under Sanctions.

"Sanctions" means economic or financial sanctions or trade embargoes or other comprehensive prohibitions against transaction activity pursuant to anti-terrorism laws or export control laws imposed, administered, or enforced from time to time by the UK, US, EU, UN, or any country where Controlled Technology is imported or re-exported.

B.4. Limitation of Warranty

B.4.1 Limited warranty for Subscription

Procyon shall, subject to this section B (Software Specific Terms), maintain Software and/or other Services substantially in accordance with the applicable Product Description using commercially reasonable care and skills during the term of Subscription.

B.4.2 Maintenance

The maintenance by Procyon set out herein does not include:

(i)   any adaptation of the Software to new operating systems or new operating system versions,

(ii)   adaptation of the Software to the scope of functions of competing products,

(iii)   establishment of compatibility with new data formats or Release Versions or

(iv)   provision of any functionality which is no longer supported by Procyon.

B.4.3 Error elimination

Customer may report any Errors in the Services preferably via the web portal provided by Procyon. "Error" means any defect or malfunction that causes:

(i)   the Software or Server Services to fail to perform the substantial functionality and/or expressly committed features in the respective Subscription, or

(ii)   the use of the Services by Customer to be unavailable or impaired in material aspects.

Minor or immaterial deviations from the agreed or assumed characteristics or just slight impairment of use shall not be deemed as Errors.
Procyon shall use commercially reasonable efforts to eliminate Errors within a reasonable period of time following Customer's notification of such Errors, for which Customer shall provide comprehensive details of the circumstances relating to the Errors and supporting documentation (e.g., screenshots, protocol data) in its notification, as far as this is possible and can be reasonably expected. Procyon may, at its sole option, eliminate Errors by delivering patches or updates, through Release Versions or otherwise. If the elimination of an Error is not available using financially reasonable efforts within a predictable time, Procyon shall be entitled to provide temporary workarounds for such Error, provided that the functionalities and availability of the Services are not materially affected.

B.4.4 Infringement of third party right

If Software infringes a third party's patent or copyright, Procyon will, at its sole discretion:

(i)   obtain for Customer the right to continue using the Software; or
(ii)   replace or modify the Software so that it no longer infringes the relevant intellectual property right.

If neither of the remedies in (i) or (ii) are reasonably available, either Party shall have the right to terminate the Contract with immediate effect.

B.4.5 Claims for damages

Any potential claims for damages based on a breach of warranty or defective performance shall be subject to the limitation of liability stipulated in the Jurisdiction Specific Terms.

B.4.6 No warranty for Free License

Software and / or other Services under Free or Trial License are provided as-is. Procyon assumes therefore no maintenance obligations and no warranty in relation to Customer holding a Free or Trial License, except in the case of fraudulent concealment of defect.

B.4.7 Limitation period

Customer´s remedies and claims for defects shall expire twelve (12) months after the circumstances giving rise to the claim have been discovered by Customer or, in the event of ignorance, twelve (12) months after Customer should reasonably have been aware of them. This shall not apply to the case of fraudulent concealment of defect, or a guarantee period expressly granted by Procyon for a longer period.

B.4.8 Limitation of Liability in case of Subscription

B.4.8.1 Exclusion in certain cases

Procyon shall be liable for damages in accordance with the statutory provisions, if and to the extent such damages

(i) have been caused by Procyon intentionally or grossly negligently, or

(ii) have been caused by Procyon by slight negligence and are due to breaches of cardinal contractual obligations, the fulfilment of which is essential for the proper performance of the Contract and the

compliance with which can be typically expected in the case of a contract of this type ("Material Obligations").

Any further liability of Procyon shall be excluded irrespective of the legal basis, unless Procyon is mandatorily liable in accordance with applicable law, in particular due to injury to life, body or health of an individual, due to the provision of an express warranty, fraudulent concealment of a defect or due to the provisions of the UK Product Liability Act.

B.4.8.2 Limited Liability for Foreseeable Damages

In the case of slightly negligent breach of Material Obligations, Procyon shall only be liable for damages foreseeable when the Contract was concluded and typical for the type of contract.

B.4.8.3 Maximum Liability Amount

Notwithstanding the provision in section B.4.8.2, in the event of a slightly negligent breach of a Material Obligation, the maximum amount of Procyon's liability under a Contract for Services, Professional Services or Hardware, is capped by 100% of the fees paid by Customer in the last 12 months prior to the damaging event for the respective Contract that has caused the damage or that is the subject of the claim.

B.4.8.4 Exclusion of Strict Liability

Strict liability (liability without fault) for defects which already existed when the Contract was concluded shall be excluded.

B.4.8.5 Limited liability in case of Free License

Procyon's liability for damages caused by the use of Free Version shall be limited to intent and gross negligence. Mandatory liability under the UK Product Liability Act or any applicable corresponding mandatory law shall not be excluded.

B.4.8.6 Employees and agents of Procyon

The limitations of liability pursuant to section B.4.8.1 shall also apply to claims against employees or agents of Procyon.

B.4.9 Applicable Law and Jurisdiction

The Contract and any disputes in connection with it shall be exclusively governed by the law of the United Kingdom, excluding the United Nations Convention on Contracts for the International Sale of Goods.

The exclusive place of jurisdiction shall be London, UK. Procyon shall still be entitled to file a suit at the Customer's domicile.

B.5. Term and Termination

B.5.1 Term, auto-renewal, and ordinary termination of Subscription

Unless otherwise specified in the Contract, the initial term of the Contract for Subscription shall be twelve (12) months ("Initial Term") and automatically renewed for subsequent periods of twelve (12) months (each

a "Renewal Term"), unless either party notifies the other party no less than twenty-eight (28) calendar days prior to the end of the Initial Term or any Renewal Term that the Contract shall not renew. Ordinary termination rights are excluded during the Initial or Renewal Term.

B.5.2 Term and ordinary termination of Free and Trial Versions

Unless otherwise specified, the Contract for Free and Trial Versions shall be concluded for an unlimited period of time. Either party may terminate the Contract at any time.
The continued use of Free OR Trial Versions by Customer shall be deemed as acceptance of the terms of this EULA (including without limitation to the Product Specification of Free or Trial Versions) and continuation of the Contract thereunder. This shall also apply if Customer indicates disagreement with the EULA by any act or declaration but still uses the Free or Trial Version thereafter.

B.5.3 Extraordinary termination

Procyon shall be entitled to extraordinarily terminate the Contract for breach in case of sections B.1.5 (Prohibited use), B.3.1 (Lawful use), B.3.2 (Export controls and economic sanctions), A.4 (Data protection), A.2.6 (Late payment). To the extent a DPA is required in accordance with section A.4, lack of such DPA or termination thereof shall also constitute cause for termination of the Contract. Either party's right to terminate for good cause remains unaffected.

Notwithstanding the above, termination by the Customer based on non-performance of service in conformity with the Contract shall only be admissible if Procyon had been given enough opportunities to eliminate the error/shortcoming and has failed to do so or the subsequent performance was unsuccessful.

B.5.4 Termination notice

Termination notice, including the notification of non-renewal of Subscription pursuant to section B.5.1, must be made in text form (by signed letter, telefax or email). Customer shall address its termination notice to Procyon business address, or by email to accounts.procyon.co.uk, or using the web portal provided by Procyon. Procyon may also terminate a Contract by means of a respective notification within the Software.

B.5.5 Consequences of termination

Upon termination or expiration of the Contract:

(i)   the granted License shall end forthwith, and Customer shall delete the Software from its computers and refrain from any further use of the Software;

(ii)   Customer shall no longer have access to the data stored in the Software, the Procyon account, and the Procyon Management Portals. Customer shall be solely responsible for exporting the data – as far as possible – prior to the termination or expiration of the term of the Contract by means of the Software functions and to store it for further use. Procyon shall not be obligated to any further release of data other than that required by law.

(iii)   Procyon's right to use non-personal or anonymous data in accordance with section A.5. shall survive the termination and remain unaffected. Customer's data that is processed for the purpose of performance of the Contract shall be deleted in compliance with applicable law, the Contract, and the Data Processing Agreement, unless Procyon is obligated by law to store it. If a deletion is only possible with unreasonable efforts (e.g., in backups), Procyon shall be entitled to retain such data and restrict the further processing.

C. Hardware Specific Terms

The Hardware Specific Terms contain the terms and conditions that additionally apply to your purchase and/or lease of physical goods, including media players, touch screens, enclosures accessories and other components required to implement the services defined in the contract.

C.1. Hardware Purchase

C.1.1 Subject Matter

This Part will apply to sale of Hardware to and purchase by the Customer from Procyon ("Hardware Purchase").

The subject matter of the Hardware Purchase shall be the supply of the Hardware as provided in the Contract and the transfer of ownership of the Hardware to and the payment of the purchase price agreed by the Customer.

Any additional services related to the Hardware Purchase, including but not limited to the setup, installation, or trainings, shall not be provided under these Hardware Specific Terms. Such services may be agreed between the parties upon request but shall remain subject to a separate agreement and remuneration.

C.1.2 Procyon Obligations

Procyon shall grant to customer the ownership and possession of the Hardware pursuant to the conditions of these Hardware Purchase Terms.

Unless otherwise agreed, the Hardware shall be delivered to the address provided in the Contract.

Customer shall assume the risk of accidental destruction, loss or damage of the Hardware after Procyon has handed over the Hardware to the shipping service provider ("Passing of Risk").

C.1.3 Customer Obligations

Customer shall pay to Procyon the purchase price and delivery fees as specified in the Contract.

In deviation to section A.2.2 and unless otherwise agreed, the purchase price shall be due for payment upon Passing of Risk.

Customer shall be responsible for the setup and configuration of the Hardware following the delivery thereof unless otherwise specified in the Contract.

C.1.4 Reservation of Title

The Hardware shall remain the property of the Procyon until the purchase price has been paid in full. This reservation of title shall be extended to other claims which Procyon has against Customer resulting from the latter's business activities.

Customer is not entitled to set off against claims of Procyon, unless the counterclaims are undisputed or confirmed by final judicial award.

C.1.5 Hardware Requirements

The use of the Hardware by the Customer will be subject to specifications as provided either by Procyon or by the Hardware manufacturer.

C.1.6 Limitation of Warranty / Warranties

Procyon warrants that the Hardware is free of any material defects and defects of title upon the Passing of Risk.

Customer shall examine the Hardware immediately after receipt, insofar as this is feasible in the ordinary course of business, and notify Procyon of any found defects without delay, failing which, the Hardware shall be deemed to have been accepted as in compliance with Contract, unless the defect was hidden and not recognizable during the ordinary examination.

In case of material defects of the Hardware or defects in title thereof and at Procyon's discretion, Procyon shall either fix the defect or make available to Customer replacement Hardware which is free from defect.

Procyon reserves the right to assign to the Customer any claims arising from Procyon's liability for material defects and defects of title against the manufacturer, the reseller or other third parties.

Any claims for damages based on breach of warranty or defective performance shall be subject to limitation of liability stipulated in the Jurisdiction Specific Terms.

D. Professional Services Specific Terms

The Professional Services Specific Terms contain the terms and conditions that apply to the provision of professional services by Procyon to support the use of Procyon Product(s), e. g. installation, configuration, customisations, and integration of Services in Customer´s environment or third-party interface, as well as related IT services, consulting, and training (collectively "Professional Services").

"Customer" in this section D refers to the party who orders the Professional Services from Procyon, which might not be the same person (Customer in the context of section B of EULA) who acquires the License for the Procyon Product.

D.1. Subject Matter

D.1.1 Contractual basis

The Professional Services are not included in a Contract for License and therefore the parties explicitly need to agree on the provision of such services. A Contract for Professional Services will be formed pursuant to section A. 1. (ii) or (iii).

D.1.2 Contract for service

Unless otherwise explicitly stipulated in the Contract, the respective Contract on provision of Professional Services shall be deemed as a contract for service and the Professional Services shall be provided on a time and materials basis pursuant to section D. 5. The listed items of Professional Services in the quote or other transaction document serve only as a description of the service content and scope and shall not be interpreted as commitment of Procyon to a specific success of work, or deliverables fit for the intended use or business purposes of Customer.

D.1.3 Service description

Procyon will perform the Professional Services as described in the transaction documents forming the Contract, in the event of a conflict or inconsistency, in the following descending order:

A transaction document (e. g. Scope of Work) specifying the service items and performance details in writing signed by both parties;

Any further requests, plans, policies, or terms of Customer that might be accepted by Procyon in connection with a Contract, which shall be confirmed in writing (with signature) to be effective;
Service description in a binding quote provided by Procyon and accepted by Customer.

D.1.4 Retention of intellectual property rights; no transfer of title

Except as otherwise expressly agreed to in writing by both parties by designating such deliverables as a "work for hire", the transfer of title or granting of use right (licensing) is not a subject matter included in the service scope of Professional Services, and nothing in a Contract for Professional Services will otherwise function to transfer any of either party's intellectual property rights to the other party, so each party will retain exclusive interest in and ownership of its own intellectual properties. The right of Customer to use any Materials or Work Results delivered by Procyon shall be subject to section D.6.

D.1.5 Third-party service recipient

Procyon may, insofar as agreed in the Contract, provide Professional Services on the device or network of a third-party appointed by Customer as service recipient ("Third-Party Service Recipient"). In this case, the Customer shall be liable for the acts and omission of the Third-Party Service Recipient in receiving the Professional Services as such of its own. The Third-Party Service Recipient is not a party to the Contract, nor shall it be a third-party beneficiary of the Contract. Any deviating contractual conditions, warranties and commitments regarding Professional Services agreed upon between Customer and such Third-Party Service recipient shall not be binding upon Procyon.

D.2. Performance of Professional Services

D.2.1 Place of performance

The Professional Services will be provided at the place of performance specified in the Contract. If no place of performance is stipulated, the Professional Services will be provided as remote service or at the premises of Procyon.

D.2.2 Schedule

The date of the Professional Services will be scheduled mutually by the parties. Unless otherwise agreed by the parties in writing, time is not of the essence; for contracts under UK law, the provision of Professional Services shall not constitute an absolute fixed-date transaction

D.2.3 Language

Unless otherwise stipulated in writing by the Parties, the language of the Professional Services will be English.

D.3. Requirements for the provision of services; Duties and obligations of Customer

D.3.1 Customer responsibilities

The provision of Professional Services requires the fulfilment of certain technical requirements placed on the hard- and software as well as network environment which lies in the responsibility of Customer. Customer shall provide cooperation and promote the Professional Services in every phase through active and appropriate participation and contribution. In particular, it shall provide Procyon with the required access to

and information, documents and data, IT infrastructure and other means necessary for the proper performance and proceeding of the Professional Services.

D.3.2 On-site Services

If the Professional Services shall be provided on-site and outside the business premises of Procyon, Customer shall provide at its own costs the corresponding premises and all technical requirements which are necessary for the purpose, especially the auxiliary equipment required under health and safety laws, the necessary hardware and software, transmission equipment, access, network connections and workspaces. Customer shall be obliged to take all necessary measures at the place of performance to protect the health and ensure the safety of Procyon engineers and other auxiliary personnel.

D.3.3 Customer System

Where the Professional Services shall be performed by accessing the network system of Customer or a thirty-party appointed by Customer (collectively referred to as "Customer System"), Customer shall grant Procyon, its auxiliary personnel and subcontractors prompt and unimpeded access to such system and its components.

In case of technical problems with the hardware or software components of Customer System during the Professional Services, Customer will provide expert technical assistance at its own expense. During the Professional Services, Customer will guarantee the availability of at least one employee who is familiar with Customer's computer systems and processes and who, upon request, will be able to give expert advice and information.

Customer shall promptly notify Procyon of any disruptions, shutdowns or disassembly of Customer System or any IT infrastructural changes which could make it harder or impossible for Procyon to perform the Professional Services.

D.3.4 Data backups

Customer shall be solely responsible for making proper data backups in the Customer System in accordance with the current state of technology and industrial widespread practice. If Customer has otherwise contractually tasked Procyon with a data backup service, the content and scope of the data backup by Procyon shall be defined exclusively by such separate contract.

D.3.5 Software version; installation

Unless otherwise agreed to by the Parties, the Professional Services in relation to the Software (e. g. installation, configuration, application, integration, update), will be provided for the most current version of the Software. Customer is committed to the fulfilment and maintenance of the System Requirements as set out in the EULA for the respective Software. In case that the installation and/or update of the Software is not part of the Professional Services, Customer shall ensure that it has the respective Software installed and updated to the then-current version on its computers (desktop PC or notebook) or mobile devices (e.g. iOS, Android) for the duration of the Professional Services.

D.3.6 Consequences of non-compliance

If Customer fails to meet its obligations under this section D.3, Customer shall bear all the associated risks and losses.

If Procyon is unable to perform the Professional Services on time or properly for reasons for which the Customer is responsible (e. g. as a result of incorrect, incomplete or delayed provision of services or

materials), Procyon shall not be liable for any delays as a result thereof and shall be entitled to charge the resulting additional expenses and costs at its applicable rates.

D.3.7 Failure of Third-Party Service Recipient

Should the Professional Services be conducted with a Third-Party Service Recipient pursuant to section D.1.5, Customer shall ensure that the Third-Party Service Recipient fulfils the requirements and duties set out herein above. Failure of Third-Party Service Recipient in compliance therewith shall be deemed as Customer´s own failure.

D.4. Personnel; Sub-contractor

D.4.1 Free choice

Procyon shall be free to choose the persons it employs to perform the Professional Services. Procyon shall ensure that the persons employed are sufficiently qualified to perform the service. Procyon shall be entitled to use subcontractors for the provision of services, including affiliated companies.

D.4.2 No hiring

The persons engaged by Procyon to perform the Professional Services are not subject to the authority of the Customer to issue instructions. This shall apply in particular if persons engaged by Procyon perform the Professional Services on the Customer's premises. Both parties shall take appropriate measures to prevent the hiring out of employees.

D.5. Remuneration

D.5.1 Service fees; reimbursement of expenses

Unless otherwise explicitly stipulated in the respective Contract, the Professional Services shall be remunerated on a time and material basis and invoiced to Customer on a monthly or quarterly basis as chosen by Procyon. Billing shall be based on the number of working days performed by Procyon. The fees payable for the Professional Services shall be calculated at the then current daily or hourly fee rates for the personnel of Procyon. A working day shall be eight (8) hours. Additional or reduced services per working day shall be remunerated pro rata.
In addition, Procyon shall be entitled to reimbursement of the expenses necessary and proven for the provision of the services, including travel expenses, as provided in the Contract.

D.5.2 Travel expenses

The costs for the travel, overnight stay, catering, and any other incidental costs ("Travel Expenses") of the Procyon service team will be charged separately to the fees payable for the Professional Services. If not agreed otherwise, the following calculation basis will apply for the invoicing of the Travel Expenses:

Flight: Business Class.

Train: Second class, plus additional costs for seat reservations.

Car: £0.45 per mile for the arrival and departure by car as well as all drives which are related directly to the Professional Services (e.g. from the hotel to the place where the Professional Services takes place).

Taxi: All costs for all taxi drives which are related directly to the Professional Services.

Rental car: All costs for a rental car of the mid-size category without deductible and with unlimited mileage as well as all fuel costs incurred herewith.

Hotel: A single room in a three-star hotel with breakfast will be booked for each Procyon service team member for the entire duration of the stay.

Catering: If the duration of the Professional Services will be one working day, the price for the catering will be £14.00 per Procyon service team member. If the duration of the Professional Services will be longer than one working day, the price for the catering will be £35.00 per day and per Procyon service team member. The price for the catering will also be charged for the day of arrival and for the day of departure of the Procyon service team.

Other incidental costs: All incurred incidental costs and fees, including, but not limited to, toll fees, highway badges, costs for bridges and ferries, congestion, and emission zones.

D.5.3 Cost Estimate

Procyon may quote a cost estimate for the provision of Professional Services in a specific project ("Cost Estimate"), including the applicable expenses, if any, and service fees calculated on the basis of a time budget estimated by Procyon with its experience in previous similar cases. Save as otherwise stipulated explicitly in the Contract, such time budget shall not be interpreted as a limitation of chargeable service fees. If it turns out during the performance of Professional Services that the quoted time budget is not sufficient for the completion of the project, Procyon shall notify Customer and propose a reasonable adjustment of the Cost Estimate in a timely manner.

D.6. Intellectual Property Rights; use right

D.6.1 Materials

Procyon may create, develop, supplement, deliver or provide access to, literary works and/or other works of authorship, e. g. software programs (including without limitation to specific or customized versions or applications of Software), program listings, programming tools, documentation, reports, databases, drawings and similar works (collectively "Materials") to Customer in frame of the Professional Services for the purpose of testing, analysis or demonstrating a proof of concept. The Professional Services does not include the transfer of titles or intellectual property rights in the Materials. As between the parties, all ownership rights and intellectual property rights (including copyrights and rights of use and exploitation) in and to the Materials shall remain with Procyon at any time during and after the performance of the Professional Services.

To the extent required to provide the Professional Services, Procyon grants Customer a non-exclusive right to use the Materials according to Part B of this EULA for the term during which Procyon provides the Professional Services to Customer. For clarity, if Customer has already acquired an appropriate license to use the Materials, wholly or partly, such license shall take precedence of the license grant under this section D.6.1.

D.6.2 Work Results

Save otherwise provided in the Contract, as between the parties, Procyon is, or shall become as of creation, the sole and exclusive owner of any and all intellectual property rights, including copyrights and rights of use and exploitation, in the work products arising from its performance of Professional Services, in particular software programs (object and source code) and applications, customization, configuration, implementation, settings, improvement, development of features, in relation to the Software, as well as other work products provided by Procyon, e. g. documentation, tools, solutions, test results, analysis and know-how (collectively the "Work Results"). If and to the extent any right, title, and interest in and to any intellectual property in the Software or Work Results are vested in Customer for any reason, Customer hereby assigns to Procyon and Procyon hereby accepts any such right, title and interest with effect as of the time of its creation. For the avoidance of doubt, Procyon especially reserves the rights to make available any Work Results, or parts thereof, to third parties, e. g. Procyon customers, provided such use by Procyon shall not infringe any intellectual property rights or business secrets of the Customer. To the extent legally possible, Customer hereby irrevocably waives and agrees never to assert and enforce in any manner any moral rights that it may be entitled to in the Software or Work Results, against Procyon, any of Procyon's affiliates or successors in interest, or any of Procyon's, its affiliates, or successors customers.

Any right of Customer to use any Work Results shall be subject to a license agreement between the parties. If and to the extent the Work Results relate to an implementation, extension, or improvement of Customer´s use of Services, for which Customer has already acquired an appropriate Subscription License from Procyon pursuant to section B, such License shall also apply to the use of the related Work Results, unless otherwise agreed by the parties.

D.7. Warranty
D.7.1 Warranty Period

Procyon warrants that it performs each Professional Services using reasonable care and skill of a professional service provider. Any claims for the breach of warranty shall be time-barred by six (6) months from the completion of the applicable Professional Services (the "Warranty Period"). If during the Warranty Period, Supplier receives written notice from Customer and to the extent that the claimed breach is proven as exiting in the performance of the Professional Services, Supplier will, at its sole option, promptly re-perform any Professional Services that fail to meet this warranty or refund pro-rata the fees paid for the part of non-conforming Professional Services. This section sets out the sole and exclusive remedies available to Customer based on a breach of Warranty above.

D.7.2 No commitment

Procyon will not warrant or commit that:

(i)   it will be able to correct all reported defects; or
(ii)   the use of the Products or any other deliverables will be uninterrupted or error free; or
(iii)   the results of the Professional Services will meet the requirements or expectation of Customer, or will serve the intended use or business purposes of Customer.

Procyon makes no warranties regarding features or services provided by third parties, nor for the compatibilities of Product with such third-party solutions. This shall also apply if Procyon has been advised of such intended business purposes in advance.