

entervo End User License Agreement (entervo EULA)

(Version 03/2021)

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13. To the extent permitted by applicable law, Customer agrees to indemnify and hold harmless, and (upon S&B or Contractor's request) defend S&B or Contractor (as applicable) from any and all claims, losses, liabilities, damages, taxes, expenses and costs, including without limitation, attorneys' and court fees, incurred by S&B or Contractor and arising from or related to Customer's breach of any term or condition of this EULA or Third Party License.
14. S&B is responsible to satisfy and maintain the compliance of the newest version of its parking management systems with PA-DSS standards. From time to time, the PCI-DSS Security Standards Council will remove legacy systems from existing deployments list. In such circumstances, it is the obligation of Customer to seek advice from S&B which may include

partial or total system replacement. S&B's Software is PA-DSS certified, however, this certification is limited to the respective software version. Customer is responsible to ensure that any equipment or procedure in relation to the parking system and use thereof complies with PCI-DSS guidelines.

15. Customer agrees to keep any confidential information, i.e. any information that, by its nature, would reasonably be considered to be confidential or proprietary to S&B or Contractor, disclosed by S&B or Contractor in relation to S&B's Software, including but not limited to any universal interfaces, any logon credentials and universal interface keys, strictly confidential for as long as permitted under applicable law. Customer must not disclose confidential information to any third party. If involvement of a third party is required for Customer's development or integration, disclosure to such third party is subject to S&B's prior written authorization which will be given upon the third party signing a Non-Disclosure Agreement with S&B.
16. Customer will protect the confidential information from unauthorized use, dissemination, or publication by using the same degree of care as Customer would use to protect its own confidential information, but no less than a reasonable degree of care. Unauthorized use or disclosure of confidential information may cause S&B or Contractor irreparable harm; therefore, S&B or Contractor (as applicable) will have the right to enforce this EULA and any of its provisions by injunctive or other equitable relief.
17. In case that Customer breaches any of the terms or conditions of this EULA, in particular if Customer violates any right of use with regard to S&B's Software as set out in Sections 4, 5, 15, or 16, S&B or Contractor (as applicable) may terminate the license granted under Section 1 without notice with immediate effect. In case of termination of the license, Customer is restraint from using S&B's Software and obliged to return or delete S&B's Software including any copies at S&B's discretion.
18. Customer is responsible for the installation, payment and maintenance of a working broadband TCP-IP line by appropriate provider. It is also Customer's responsibility to check the daily report of transactions against the payments received from the credit card company on a daily basis. S&B HOLDS NO LIABILITY FOR LOST OFFLINE TRANSACTIONS INCLUDING DECLINE TRANSACTIONS ACCEPTED IN OFFLINE MODE. Customer is responsible for regular (at least monthly) data back-up in order to minimize risk of loss of data.
19. Customer warrants to maintain and to comply with all applicable laws and regulations, in particular with regard to applicable data privacy policies. Customer must only use information for the purpose expressly authorized by the end user of the service offered by the Customer.