End User License Agreement for entervo
(entervo infinite EULA)

(Version 07/2026)

The subject of this EULA is the licensing of the proprietary software entervo infinite of Scheidt & Bachmann Parking Solutions GmbH ("S&B"). The provision of the software and the associated services are described below:

The entervo infinite software is provided as Software as a Service ("SaaS") by S&B in accordance with the following terms and conditions and is distributed by either a company belonging to the Scheidt & Bachmann group or an authorized partner of S&B (each "Contractor"). The following terms and conditions shall apply in addition to any other applicable terms and conditions of the Contractor but shall take precedence over these terms and conditions, as far as the entervo infinite software is concerned, as well as the terms and conditions of the Contractor's customer ("Customer"), if applicable. S&B may amend this EULA from time to time. The latest version shall apply at the start of each term in accordance with Section 12 of this EULA.

By using the entervo infinite software, the Customer accepts the following terms and conditions:

1. The entervo infinite software is hosted on servers in a data center (currently AWS) and is accessible via the Internet. Upon confirmation of the order by the Contractor and subject to payment of the license fee, the Customer shall receive a non-exclusive, non-transferable and non-sublicensable license to use the entervo infinite software. The license is limited to the respective product, the options, the functionalities, the number of devices and the named users and the term, in each case as specified in the order confirmation. The license may be extended or restricted by mutual contractual agreement between the Contractor and the Customer. S&B shall preferably, but not exclusively, use such open source software that falls under an open source license provision officially recognized by the Open Source Initiative ("OSI" - see https://opensource.org/). All intellectual property rights to the entervo infinite software belong to and remain with S&B or, in the case of third-party software, with the relevant third parties. This also applies to the user documentation provided in the entervo infinite software or online.
2. The transfer point for access to the software is the Internet and the software is accessed via Internet addresses (URL). All means beyond the transfer point that are necessary for accessibility by the Customer, e.g. connection to the Internet, provision and maintenance of the network connection, are the responsibility of the Customer. The Customer must use the browser types Google Chrome / Chromium / Apple Safari, MS Edge in the latest version and allow cookies in the browser settings in order to be able to use the entervo infinite software without hindrance. The field devices usually have network components that have their own DHCP. When using a DHCP provided by the Customer, coordination is necessary to avoid network conflicts.
3. S&B continuously monitors the network, server and software availability up to the transfer point using a monitoring tool. In the event of uninterrupted unavailability lasting longer than 15 minutes, suitable remedial measures are initiated immediately.
4. The use of the entervo infinite software is available at the transfer point at least 99.5% of the observation period of 30 days, except for server downtimes due to technical problems beyond S&B's

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control and times for maintenance work. Maintenance work is preferably carried out outside regular business hours. The Customer shall be notified in advance of any maintenance work that is likely to lead to an interruption in use.

5. The Customer shall set up and manage the Customer account required to use the entervo infinite software. This includes in particular the migration of data (CSV import), the configuration of processes and products, the technical connection of interfaces on the Customer side in accordance with the specifications for incoming and outgoing data, the creation of user accounts and roles and the assignment of access rights to the Customer account.
6. The Customer is responsible for implementing state-of-the-art IT security measures in its own organization and with regard to the Internet connection used, e.g. installation and regular updating of standard anti-virus software, assignment and regular updating of secure passwords, automatic inactivity blocking, firewall. The Customer shall ensure the confidentiality of the identification and authentication data assigned to its users, e.g. no shared accounts.
7. The data generated, collected, processed and stored on the data center's servers when using the entervo infinite software shall remain the sole responsibility and property of the Customer. The Customer is obliged to comply with the applicable data protection, accounting and tax obligations. In particular, the Customer is obliged to check the Customer statements generated by the entervo infinite system - if used - within one month and to report any errors immediately. The Customer has a function at his disposal by means of which he can export data relevant to usage and invoicing. By default, this data is irretrievably deleted from the entervo infinite system after 3 (three) years, but at the latest after termination of the contract.
8. S&B is entitled to use the non-personal data generated by the entervo infinite system, such as parking space utilization or similar, in order to perform the contract, optimize the entervo infinite software and associated services and develop new products or services, including artificial intelligence solutions by S&B or the Contractor, by third parties acting on behalf of S&B or the Contractor.
9. S&B shall set up the entervo infinite software and activate the Customer. The Contractor shall configure the Customer's client and instruct the Customer's staff in the use of the entervo infinite software. It shall provide 1st level support for the entervo infinite software.
10. The Contractor is the Customer's direct contact for all reporting obligations specified in this EULA. Minor impairments to the use of the SaaS services, in particular purely cosmetic defects that do not affect the contractual use of the SaaS services, may, at S&B's sole discretion, be addressed as part of future release or maintenance cycles. Services not intended to remedy a defect may be charged additionally.
11. In the event of a support requirement, a support technician can log into the system. Access is strictly regulated (multi-factor authentication and GDPR obligation of employees). Every access is documented in the system and can be traced by the Customer in the user audit.
12. Unless otherwise specified in the order confirmation, the term of the license is 36 (thirty-six) months. The initial term begins when the parking management system is put into operation by the Customer, but no later than two (2) weeks after installation of the parking management system has been completed. Unless terminated with three months' notice to the end of the respective term, the term shall be extended by subsequent 12 months. Termination rights for cause, e.g. in the event of liquidation, insolvency proceedings, financial collapse or material breach of contract, remain

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unaffected. In case of termination for cause the term ends with immediate effect. Any termination notice must be in writing.

13. The license fees stated in the order confirmation are monthly net prices in euros, payable with the applicable VAT. The license fees are payable 12 months in advance. Payments are due upon invoicing. The Contractor shall send an invoice in electronic form by e-mail. Any extension of the contractually agreed services during the term shall result in an additional pro-rate invoice for the new services.

14. The Contractor and the Customer may request an adjustment of the remuneration with a notice period of four (4) weeks to the end of each 12-month period from the start of the term in accordance with section 12. The adjustment shall be made based on the development of the nominal wage index according to the German Federal Statistical Office of the previous calendar year compared to the respective year before that (published at www.destatis.de). If the request for adjustment leads to a not insignificant increase or reduction in remuneration, the Customer or the Contractor shall have a special right of termination at the end of the existing term. The extraordinary termination must be declared in writing within two (2) weeks of the adjustment request.

15. S&B shall be entitled to block the Customer's access or the access of individual users of the Customer to the contractual services with immediate effect if (i) there is a reasonable suspicion that the access is being used without authorization, (ii) any term or condition of this entervo infinite EULA is breached, including but not limited to the payment of license fees. The blocking of the Customer's access shall not affect his obligation to pay the license fee.

16. S&B reserves the right to provide the services from another data center in the European Union, and to include any other subcontractors in providing the SaaS services. Furthermore, S&B reserves the right to change the software/functionalities of entervo infinite, provided that the change does not have a significant and unreasonable impact on use by the Customer. If required by any such change, the parties agree to amend an existing data processing agreement, and if agreement cannot be reached, S&B may terminate this agreement for cause.

17. S&B warrants that during the license term (a) the availability as set out in Section 4 is reached, (b) the entervo infinite software shall be maintained in a condition suitable for contractual use, i.e. without errors that would significantly impair the use of the entervo infinite software by the Customer, and (c) the basic scope of functionality of the entervo infinite software shall not be significantly reduced. The Customer shall be obliged to notify S&B immediately in writing of any recognized impairment of use in the entervo infinite software and to describe it in detail. A reported defect shall be rectified by S&B within a reasonable period of time. To restore the basic functionality, workarounds may be provided. For the time of unavailability or impairment of use of the entervo infinite software, the license fees may be proportionally reduced. If S&B is unable to rectify the defect, the Customer shall be entitled to terminate the contract. In this case the termination of contract may result in a pro-rate refund of license fees. If S&B is in default of rectification and at fault, the Customer may assert claims for damages under the conditions and to the extent specified in Section 19. The Customer may not assert claims under this Section 17 if it has used the entervo infinite software contrary to the provisions of the contract between the parties, order confirmation, this EULA or the user documentation.

18. S&B shall indemnify the Customer against all claims, damages, expenses and costs (including, but not limited to, reasonable legal fees and court costs) incurred by the Customer and arising from the infringement of intellectual property rights of a third party during the proper use of the entervo infinite software by the Customer. The indemnification claim shall be subject to the Customer

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promptly notifying S&B in writing of the (alleged) infringement of property rights, giving S&B exclusive control over the defense of the claim and providing S&B with reasonable support in the defense. S&B may remedy an infringement of property rights by modifying the services within the limits of section 17 or by acquiring a license for the Customer. Should these measures be unreasonable for S&B, S&B shall be entitled to terminate the contract, which may result in a pro rata refund of license fees.

19. S&B shall be liable without limitation (a) in the event of intent or gross negligence, (b) within the scope of an assumed guarantee, (c) in the event of fraudulent concealment of a defect, (d) in the event of injury to life, limb or health, (e) in accordance with the German Product Liability Act. In the event of a slightly negligent breach of cardinal obligations S&B's liability shall be limited to the foreseeable damage typical for the contract. Cardinal obligations are those contractual obligations whose fulfilment is essential for the proper performance of the contract and on whose fulfilment the Customer regularly relies and is entitled to rely. Liability – regardless of the legal basis – is limited to the total of the license fees paid to S&B over the last 12 months. Otherwise, liability for damages caused by slight negligence is excluded. Apart from cases of unlimited liability, S&B's liability for indirect or consequential damages, loss of revenue or profit, loss of data or use of data, business interruption or business reputation shall be excluded.
20. The Customer shall indemnify S&B against all claims, damages, expenses and costs (including, but not limited to, legal fees and court costs) incurred by S&B arising out of or in connection with the Customer's breach of any term of the contract, order confirmation, this EULA or the user documentation.
21. S&B intends to use the Customer's use of the entervo infinite software for advertising the entervo infinite software. The Customer hereby grants S&B the right to use the logo, the brand and any other data such as video files, product images and/or text data of the Customer for advertising, marketing and presentation purposes during the term in accordance with section 12, provided that the use is not anti-competitive or otherwise unlawful.
22. The Customer undertakes to treat all confidential information, i.e. all information which by its nature can reasonably be regarded as confidential or the property of S&B or Contractor and which is disclosed by S&B or Contractor in connection with the entervo infinite software, as strictly confidential for as long as this is permitted under applicable law. The customer shall not disclose confidential information to third parties.

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