

Software and Functional Modifications Addendum

As part of the General Terms and Conditions of RETAM service groep B.V.

This addendum applies to every delivery, license, configuration, and/or custom modification of software that is used (in part) for the control of access and/or barrier systems.

Article 1 – Applicability

1. This addendum forms an integral part of the agreement concluded between RETAM and the Client and the General Terms and Conditions applicable thereto.
2. In the event of a conflict between this addendum and the General Terms and Conditions, the provisions of this addendum shall prevail insofar as it concerns software.
3. Otherwise, the General Terms and Conditions shall remain in full force and effect.

Article 2 – Delivery and License

1. Unless expressly agreed otherwise, software is not sold but provided for use for a fee on the basis of a non-exclusive, non-transferable, and non-sublicensable user license.
2. All intellectual property rights to the software, including customization, modifications, extensions, and updates, rest exclusively with RETAM or its licensors.
3. The Client is not entitled to copy, modify, decompile, reverse engineer, or otherwise process the software, except to the extent permitted by mandatory law.
4. Source code is not provided, unless expressly agreed otherwise in writing.

Article 3 – Customization and functional adjustments

1. Functional adjustments and customization are carried out on the basis of an hour or cost estimate provided in advance by RETAM.
2. This estimate is indicative and does not constitute a fixed price, unless expressly agreed otherwise in writing.
3. If, during execution, it becomes apparent that the work is more complex, extensive, or technically deviates than could reasonably have been foreseen at the start, RETAM is entitled to charge for the additional work at the applicable hourly rate.
4. Additional work is carried out after oral or written confirmation by the Client. The absence of written confirmation does not affect the payment obligation if the Client should reasonably have understood that additional work was involved.
5. Unless expressly agreed otherwise, RETAM has an obligation of best effort regarding software adjustments, and not an obligation of result.

Article 4 – Acceptance

1. After delivery of a software modification, RETAM shall give the Client the opportunity to test the functionality within a period of 14 days, unless otherwise agreed.
2. If no written and specified notification of material deviations is received within this period, the software modification shall be deemed accepted.
3. Minor deviations that do not materially affect use shall not constitute grounds for rejection or suspension of payment.
4. Acceptance releases RETAM from liability for defects that the Client could reasonably have discovered.

Article 5 – Maintenance, updates and support

1. Unless otherwise agreed in writing, maintenance, updates, upgrades, support or hosting are not part of the agreement.
2. Any support will be performed at RETAM's applicable hourly rates.
3. RETAM is not obliged to make updates or new versions available, unless expressly agreed otherwise.

Article 6 – Data Protection and GDPR

1. To the extent that RETAM processes personal data within the meaning of the General Data Protection Regulation (GDPR) in the performance of the agreement, this shall be done exclusively in accordance with applicable laws and regulations.
2. RETAM processes personal data exclusively on the instructions of and in accordance with the instructions of the Client, unless RETAM is required to act otherwise pursuant to a legal obligation.
3. The Client warrants that it is entitled to provide the relevant personal data to RETAM and indemnifies RETAM against third-party claims in this regard.
4. If legally required, the parties shall conclude a separate data processing agreement in which the responsibilities and security measures are further specified.
5. RETAM shall take appropriate technical and organizational measures to protect personal data against loss or any form of unlawful processing.

Article 7 – Escrow Arrangement (optional)

1. If and to the extent agreed in writing, an escrow arrangement may be concluded for the benefit of the Client with respect to specifically agreed software.
2. An escrow arrangement entails solely that the source code of the relevant software is deposited with an independent third party under pre-agreed conditions.
3. Escrow is agreed exclusively by separate written agreement and for a fee to be agreed upon.
4. Release of the source code may only take place under the circumstances expressly stipulated in the escrow agreement, such as bankruptcy or permanent termination of RETAM's activities.
5. Entering into an escrow arrangement does not imply a transfer of intellectual property rights.

Article 8 – Software Liability

1. RETAM does not guarantee that the software is error-free or functions without interruptions.
2. RETAM is not liable for damages arising from:
 - a. incorrect or improper use of the software;
 - b. changes or modifications by third parties;
 - c. connections with third-party systems;
 - d. malfunctions in hardware, networks, or external infrastructure.
3. RETAM is never liable for indirect damages, consequential damages, lost profits, lost savings, data loss, or business interruption.
4. The total liability of RETAM with respect to software is limited in accordance with the liability article in the General Terms and Conditions.

Article 9 – Termination

1. Upon termination of the agreement, the right to use the software shall lapse, unless otherwise agreed in writing.
2. RETAM is entitled to disable the software if the Client defaults on its payment obligations

Article 10 – Final Provision

1. To the extent not provided for in this addendum, the provisions of the General Terms and Conditions shall apply.
2. This addendum shall enter into force on the date of its declaration of applicability to the agreement.