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**Supplementary Terms of Contract for the Development of Software
– EVB-IT Standard Business Terms for Development, EVB-IT Development-AGB –**

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1 Subject matter of the EVB-IT Development Contract

- 1.1 The subject matter of the EVB-IT Development Contract is the development and/or adjustment of software* on the basis of a contract for work and services and – if stipulated – maintenance after acceptance and/or further development and adjustment.

The services and deliveries to be provided by the Contractor are specified in Sections 2 and 4 of the EVB-IT Development Contract.

- 1.2 The acts of cooperation incumbent on the Principal are set forth in Section 12 of the EVB-IT Development Contract and in Section 10 of these terms.
- 1.3 The Contractor bears responsibility for the success of the stipulated services. The Contractor is liable for the services of its subcontractors and for its own services.

2 Type and scope of services

Unless otherwise agreed in the EVB-IT Development Contract, upon delivery or supply the Contractor grants the Principal the stipulated rights to the stipulated services, conditional upon

- the payment on account or final payment following the respective delivery or supply,
- acceptance of the service, or
- termination by the Principal for good cause pursuant to Section 15.4.

The following provisions apply to the respective components:

2.1 Supplying of software* that is the subject of adjustments by the Contractor

Not binding

2.1.1 Permanent supplying of standard software*

Not binding

2.1.2 Development and supplying of configured software*

If the development and supplying of configured software* is stipulated, the Contractor develops such configured software* in accordance with the stipulations, especially in Sections 2 and 4 of the EVB-IT Development Contract, and makes it available.

2.1.2.1 Scope of rights to configured software*

Not binding

2.1.2.2 Rights to preexisting components*, Contractor's reporting obligations

Not binding

2.1.2.3 Rights to tools*

Not binding

2.1.2.4 Rights to inventions

Not binding

2.2 Adjustment of software*

2.2.1 Adjustment of standard software* at the source code level

Not binding

2.2.2 Customizing* of software*

Not binding

2.3 Installation*

Not binding

2.4 Training sessions

Not binding

3 Defect classification

- 3.1 Unless otherwise agreed in the EVB-IT Development Contract, a distinction is made between the following three defect categories:
 - 3.1.1 An operation-impeding defect is present if use of a contractual service is impossible or severely limited.
 - 3.1.2 An operation-hampering defect is present if use of a contractual service is limited substantially.
 - 3.1.3 A minor defect is present if use of a contractual service is possible without limitation or with insignificant limitations.
- 3.2 An operation-hampering defect is also present if the minor defects together cause more than an insubstantial limitation of use of a contractual service.

4 Maintenance after acceptance

Not binding

4.1 Fault elimination

4.1.1 Not binding

4.1.2 Not binding

4.2 Supplying of new program versions*

Not binding

4.3 Acceptance of maintenance services

Not binding

4.4 Liability for defects with maintenance services

Not binding

4.5 Documentation of maintenance services

Not binding

5 Documentation

- 5.1 The Contractor is obliged to document the work performance.
- 5.2 The documentation includes in particular the user documentation (user instructions, directions and support, etc.) as well as user manuals for software* and process descriptions.

The documentation must enable the personnel of the Principal deployed for use and administration to properly use the work performance after completion of the stipulated training, provided that the personnel has adequate prior education and training.
- 5.3 Unless otherwise agreed, the documentation must be turned over no later than upon provision for acceptance, written in German, and in at least two copies or in printable form. The use of common English technical terms is permitted.
- 5.4 The Contractor documents the measures carried out in connection with the liability for defects pursuant to Section 12, unless otherwise agreed.
- 5.5 The Contractor will incorporate into the documentation all adjustments and changes in the documentation necessitated by measures in connection with the liability for defects pursuant to Section 12, unless otherwise agreed. If such incorporation is not legally possible for the Contractor, it will provide corresponding supplementation of the documentation.
- 5.6 The Contractor grants the Principal the rights to the documentation produced for the Principal in accordance with Section 2.1.2.1 in conjunction with Section 4.4.3 of the EVB-IT Development Contract, unless otherwise agreed. For all other documentation, the Contractor grants the Principal the rights in accordance with Section 2.1.1, unless otherwise agreed.

6 Contractor's reporting obligations

- 6.1 If the Principal's cooperation is not specified in schedules coordinated between the parties, the Contractor must call the Principal's attention to the cooperation to be provided in such a timely manner that the stipulated rendering of service is not jeopardized. If, in the Contractor's opinion, the Principal's cooperation is not provided, is not provided on time, or is not provided properly, and such cooperation is essential to the success of the project, the Contractor will call the Principal's attention to this.
- 6.2 Upon request by the Principal, the Contractor notifies the Principal within a reasonable time, but independently thereof no later than by the declaration of acceptance, of which tools* necessary for adapting and transforming the configured software* the Contractor used or developed for development thereof.
- 6.3 Not binding

7 Subcontractors

The Contractor may deploy subcontractors for the rendering of services that are qualitatively or quantitatively essential for the work performance, or change deployed subcontractors, only if the Principal expressly consents thereto. The Principal will grant its consent without delay if consideration of the new subcontractor instead of the old one would not have resulted in a different contract award decision. The new subcontractor undergoes initial training at the Contractor's expense. The Principal's consent to the subcontractors named in the offer is considered granted.

8 Remuneration

- 8.1 The fixed all-inclusive price* is the total remuneration, which cannot be unilaterally altered, that is owed for the service pursuant to Section 1.1, unless separate, possibly all-inclusive remuneration has been stipulated for specific services. Costs of materials, travel time, travel expenses and incidental costs* are all included in the fixed all-inclusive price. Additional charges by the Contractor are excluded as long as the parties do not stipulate any change in the services.
- 8.2 Not binding
- 8.3 Payment of the remuneration for the work performance is due after overall acceptance, unless payments after partial acceptances have been stipulated in the payment schedule in Section 8 of the EVB-IT Development Contract. The Contractor is entitled to prepayments or payments on account* only if that is stipulated in the EVB-IT Development Contract. The right to demand payments on account* if the conditions of Section 632a of the German Civil Code [*Bürgerliches Gesetzbuch*] are met is unaffected, however.
- 8.4 Remuneration that has fallen due must be paid within 30 days after receipt of a verifiable invoice, unless otherwise agreed.
- 8.5 Not binding.
- 8.6 Not binding
- 8.7 All prices are understood to be strictly net and, if subject to value-added tax, are quoted before statutory value-added tax.

9 Default

- 9.1 The deadline for performance of contract*, deadlines for partial acceptance – if stipulated – and individual milestones will be set forth in a schedule and performance plan. Unless otherwise agreed, these dates are binding. In the event of delays for which the Contractor bears no responsibility, the execution deadlines named in the schedule and performance plan that are

affected by the delay are postponed appropriately; the parties' statutory claims are unaffected by this.

- 9.2 If the Contractor does not meet the deadline for performance of contract* or deadlines for partial acceptance, it is in default even without a warning. This does not apply if the Contractor bears no responsibility for the delay. In the event of default, the Principal can demand compensation for the damage caused by delay. In addition, the Principal can withdraw from the EVB-IT Development Contract and demand damages in lieu of performance if it has set an adequate deadline for performance by the Contractor to no avail. Instead of damages in lieu of performance, the Principal can demand reimbursement of futile expenditures within the meaning of Section 284 of the German Civil Code. The setting of a deadline may be dispensed with in the cases specified by law pursuant to Section 281 (2) and Section 323 (2) of the German Civil Code.
- 9.3 Not binding

10 Cooperation by the Principal

- 10.1 The Principal has the incidental obligation to perform the acts of cooperation named in Section 12 of the EVB-IT Development Contract. The Principal will make the necessary information and documents from its sphere available to the Contractor.
- 10.2 Not binding
- 10.3 Not binding
- 10.4 The Principal has the incidental obligation to inform the Contractor of changes in the system environment* or Principal-provided components caused by the Principal, if they affect the Contractor's contractual services.
- 10.5 Not binding
- 10.6 Not binding

11 Acceptance

- 11.1 The Contractor must provide the work performance by the stipulated deadline. If no deadline is stipulated for this in the EVB-IT Development Contract, this must take place in such a timely manner before the stipulated deadline for performance of contract* that at least the stipulated functional testing period is available to the Principal before the deadline for performance of contract*.
- 11.2 Unless otherwise agreed, the Principal has the right to subject the work performance to functional testing within 30 days after provision for acceptance (functional testing period). By way of deviation, a functional testing period of 14 days applies to deliverables subject to partial acceptance, unless otherwise agreed.
- 11.3 The functional testing is performed in the contractually stipulated system environment*. In the functional testing, the work performance or the deliverables subject to partial acceptance are checked for freedom from defects. The Contractor will provide the Principal with the appropriate level of support in preparing for and conducting the functional testing.
- 11.4 If operation-impeding and/or operation-hampering defects are identified, the Principal can discontinue the functional testing. If only operation-hampering defects are identified, however, the Principal may discontinue the functional testing only if continuing no longer seems viable in view of the defects. After completion or discontinuation of the functional testing, the Principal informs the Contractor of the defects identified in the functional testing in accordance with the stipulated defect classification.
- 11.5 If the Principal has discontinued the functional testing in accordance with Section 11.4, sentence 1, it sets a reasonable deadline for the Contractor to remedy the defects. After they have been remedied, the Contractor must again provide the services for partial or overall acceptance. The Principal has the right to conduct new functional testing. Unless otherwise agreed, the period stipulated for that is 14 days.
- 11.6 Section 11.5 also applies if the functional testing is conducted in full despite operation-impeding defects and operation-hampering defects.
- 11.7 After the end of the functional testing period, the Principal declares acceptance of the work performance if it has only minor defects and such defects combined are not considered operation-hampering defects pursuant to Section 3.2. Such defects are recorded as such in the acceptance certificate and are remedied by the Contractor without delay in accordance with its liability for defects of quality and of title pursuant to Sections 12 and 13, unless a deadline for remedying has been stipulated.
- 11.8 Partial acceptances take place only if they are expressly stipulated. Unless otherwise agreed, the object of the partial acceptance is the functional capability of the partial deliverable viewed in isolation; i.e., in principle it covers neither system-wide functionalities nor the interoperability of the partial deliverable with other parts of the work performance. System-wide functionalities and the interoperability of the partial deliverables are the object of the partial acceptance if the use of such partial deliverables before overall acceptance has been stipulated and such use has been stipulated as being conditional on their interoperability. Overall acceptance occurs after the declaration of acceptance of the last partial deliverable. The object of overall acceptance is in particular the testing of system-wide functionalities and of the interoperability of all parts of the work performance. The declaration of overall acceptance is still required. Performance of the EVB-IT Development Contract depends exclusively on whether the work performance can be accepted as a whole, as contractually stipulated, within the meaning of

Section 11.7. The Contractor bears the burden of proving this. The provisions on the acceptance of the work performance otherwise apply *mutatis mutandis*.

- 11.9 If the Contractor cannot turn over the contractual services in a form that can be accepted by the deadline for performance of contract*, it defaults on performance of the EVB-IT Development Contract. Section 9 applies. The preceding sentences do not apply if the Contractor does not bear responsibility for the delay.
- 11.10 Acceptance must take place formally. Equivalent to acceptance, however, is a situation in which the Principal does not accept the work performance within a reasonable period specified by the Contractor, even though the Principal is obliged to do so.

12 Principal's rights in the event of defects in the work performance (warranty [Gewährleistung])

- 12.1 The Contractor agrees to produce the work performance free of defects of quality and of title.
- 12.2 The right to assert defect claims is reserved in respect of defects known to both parties at the time of acceptance that have not been remedied.
- 12.3 The limitation period for claims relating to defects of quality and of title is 24 months in principle; for claims relating to defects of title in the configured software*, it is 36 months from the declaration of acceptance, unless otherwise agreed.
- 12.4 Not binding
- 12.5 The defect claims do not extend to Principal-provided software* or to software* that the Principal or a third party changes without the Contractor's consent. This does not apply if the Principal proves that this change was not the cause of the reported defect and is not due to an own action previously carried out pursuant to Section 12.11.
- 12.6 Not binding
- 12.7 If the Principal reports defects before the end of the limitation period, and if the parties negotiate within the meaning of Section 203 of the German Civil Code, then the limitation period is suspended until the Contractor or the Principal refuses to continue the negotiations. The claim becomes statute-barred no sooner than three months after the end of the suspension.
- 12.8 Not binding
- 12.9 Not binding
- 12.10 The Contractor must remedy defects known to it without delay, no later than within a reasonable period set by the Principal, either through repair or replacement, at the Contractor's option. In the case of a defect in the standard software*, the Contractor can provide a workaround* until a program version* remedying the defect is supplied, if and as long as this is reasonable for the Principal. The Contractor's obligation to remedy the defect without delay is unaffected. In cases of infringements of third-party property rights, Section 13 prevails. The Contractor must bear the costs required for the purpose of subsequent performance, in particular transport, travel, and labor costs as well as costs of materials. If subsequent performance takes place in the form of new development or replacement, the Contractor's claim for surrender of use lapses.
- 12.11 If the Contractor fails to successfully complete the remedying of defects within a deadline set for it, the Principal can either
- set another reasonable grace period, while declaring that if that period ends without satisfactory result, the Principal itself will remedy the defect. If that period ends without satisfactory result, the Principal is entitled to remedy the defect on its own and to demand compensation for the necessary expenses.

- or set another reasonable grace period and, after it ends without satisfactory result, reduce the remuneration appropriately or withdraw in whole or in part from the EVB-IT Development Contract. Withdrawal because of an insignificant defect is excluded, however.

12.12 If the statutory conditions are met, the Principal can moreover demand damages or reimbursement of expenditures pursuant to Section 634 no. 4 of the German Civil Code within the framework of Section 14.

13 Third-party property rights

If a third party asserts claims against the Principal owing to infringement of property rights through use of the work performance or other services by the Contractor, and if the use thereof is impeded or prohibited as a result, the Contractor is liable as follows, without prejudice to the Principal's rights pursuant to Section 12:

- 13.1 Exercising its option pursuant to Section 12.10, the Contractor can, at its own expense, change or replace the services in such a way that they do not infringe the property rights, but still essentially correspond to the stipulated functional and performance characteristics in a manner reasonable for the Principal, or the Contractor can indemnify the Principal against claims by the holder of the property rights.
- 13.2 Not binding
- 13.3 The parties will notify each other of asserted third-party claims without delay. The Principal will not acknowledge the alleged infringement of property rights and will either leave any dispute, including any out-of-court arrangements, up to the Contractor or will conduct them only in agreement with the Contractor. The Contractor reimburses the Principal for necessary defense costs and other losses, if the appropriate defense measures and settlement negotiations are or must be conducted by the Principal for legal reasons. In that case, the Principal is entitled to an advance in the amount of the estimated defense costs.
- 13.4 If the Principal itself bears responsibility for the infringement of property rights, claims against the Contractor are excluded.

14 Limitation of liability

Refer to the contract.

- 14.1 Not binding
14.2 Not binding
14.3 Not binding
14.4 Not binding
14.5 Not binding

15 Term of contract and termination

- 15.1 Not binding
15.2 Not binding
15.3 The Principal has the right to terminate the EVB-IT Development Contract pursuant to Section 649 of the German Civil Code. Unless otherwise agreed, the Contractor enjoys the statutory rights in the event of termination under this provision, but is obliged to comprehensibly explain the remuneration that it is claiming on the basis of the expenditures saved through the termination. The Contractor is also obliged to explain which deliverables it regards as completed or begun and which ones it has already acquired from third parties.

The Contractor reasonably supports the Principal, at the request of the latter and in exchange for reasonable remuneration, in such a way that the Principal or a third party can complete the work performance stipulated in accordance with the EVB-IT Development Contract, if such

support is not unreasonable for the Contractor. Such support is considered a “topping-up order” within the meaning of Section 649 of the German Civil Code, if this is not unreasonable for the Contractor.

- 15.4 Apart from this, the EVB-IT Development Contract can be terminated by either party only in the presence of good cause – without observance of a notice period – within a reasonable period from the time that the reason for termination becomes known. Good cause is present if facts exist on the basis of which the terminating party, taking into account all circumstances of the specific case and weighing the parties’ interests, can no longer be reasonably expected to continue the contract. If the good cause consists of the breach of a contractual duty, termination is permitted only after a period set for remedial action has expired to no avail or a warning has been given to no avail, unless the setting of a period can be dispensed with pursuant to Section 323 (2) of the German Civil Code.
- 15.4.1 If the Contractor bears responsibility for the termination, the actually completed or begun service must be accounted for, if the Principal has use for it. If it has not yet been done, the Contractor provides that service and transfers the stipulated rights of use in respect thereof to the Principal. Billing is done pro rata based on the stipulated prices. The unusable service is returned to the Contractor. The costs incurred for such returning are borne by the Contractor. Other statutory rights and claims are unaffected.
- 15.4.2 In the case set forth in Section 15.4.1, the Contractor reasonably supports the Principal, at the request of the latter and in exchange for reasonable remuneration, in such a way that the Principal or a third party can complete the work performance stipulated in accordance with the EVB-IT Development Contract, if such support is not unreasonable for the Contractor.

16 Change in service after the contract is entered into

- 16.1 After the contract is entered into, the Principal can at any time request changes in the work performance within the bounds of the Contractor’s capacity, unless this is unreasonable for the Contractor.
- 16.2 The Contractor must review the Principal’s change request and will notify the Principal within a reasonable time, especially taking into account the type and scope of the change request, whether it is reasonable and, if not, why it is unreasonable.
- 16.3 If the reasonable change request has no influence on the stipulated remuneration or deadlines, the Contractor must begin implementing the change request without delay and must notify the Principal of this.
- 16.4 If the reasonable change request has an influence on the stipulated remuneration or deadlines, the Contractor will submit a realization proposal indicating dates and effects on the stipulated remuneration. The Principal will accept or reject the Contractor’s realization proposal within a reasonable time.
- 16.5 If preparation of the realization proposal requires extensive technical planning, the Contractor can make it dependent on payment of reasonable remuneration. In that case, the Contractor will submit a corresponding planning proposal indicating the remuneration. The Principal will accept or reject the Contractor’s planning proposal within a reasonable time.
- 16.6 If a stipulation is reached concerning a change in service, the EVB-IT Development Contract, especially the description of services, must be adjusted accordingly. If no stipulation is reached, work continues on the basis of the current EVB-IT Development Contract. If the change request is reasonable for the Contractor and if no stipulation is reached because the parties cannot agree on an adjustment of the remuneration owing to additional performance, the Principal can

Terms marked with * are defined at the end of the EVB-IT System-AGB.

nevertheless demand that the change be carried out. In that case, the remuneration is increased appropriately. If no stipulation is reached because the parties cannot agree on an adjustment of the schedule and performance plan owing to additional performance, the Principal can nevertheless demand that the change be carried out. In that case, the execution deadlines named in the schedule and performance plan that are affected by the change are postponed appropriately.

17 Delivery and deposit of source code

- 17.1 Unless otherwise agreed, the Contractor must deliver to the Principal the current version of the source code* for the configured software* and any adjustments in the standard software* at the source code level pursuant to Section 2.2.1 with the acceptance of the work performance and, after acceptance, with each delivery of a new program version* of the configured software* or of the affected standard software*. This does not apply if the Contractor declares pursuant to Section 2.2.1 that it will incorporate the adjustments into the standard and it also implements that in accordance with the contract. The source code* includes the professional commenting and the description of the necessary system parameters as well as other necessary information enabling the Principal to adapt the source code* with specialized personnel, so that the Principal can further develop the configured software* or the adjustments in the standard software* at the source code level on its own. Delivery must be made in electronic form on a data storage medium and is logged. The Principal receives a right of use pursuant to Section 2.1.2.1 to all versions of the source code* and to the documentation at the time of their respective development. The Principal will treat the source code* as it treats its own confidential information and make it accessible to third parties only in connection with the intended use, thereby also committing such third parties to confidentiality.
- 17.2 Not binding
- 17.3 Not binding
- 17.4 The costs of depositing are borne by the Principal.

18 Liability insurance

- 18.1 If stipulated, upon entering into the EVB-IT Development Contract the Contractor presents proof to the Principal that the Contractor has industrial liability insurance in line with market practice in terms of coverage and scope or comparable insurance from a member state of the EU.
- 18.2 The Contractor will maintain this insurance coverage until the end of the EVB-IT Development Contract, but at least until the defect claims become statute-barred. If the Contractor does not fulfill this obligation, the Principal is entitled, after setting a reasonable deadline to no avail, to withdraw from the EVB-IT Development Contract if it can no longer be reasonably expected to continue the contract. Further claims of the Principal, especially claims for damages, are unaffected by this. After acceptance, the right of withdrawal is replaced by the right to terminate the maintenance services.

19 Data protection, nondisclosure, and security

- 19.1 The Principal provides the Contractor with all relevant facts and circumstances above and beyond the provisions of law that the Contractor must know for reasons of data protection and nondisclosure.
- 19.2 Before providing a data storage medium to the Contractor, the Principal ensures that content meriting protection has been deleted, unless otherwise agreed.
- 19.3 The Contractor ensures that all persons entrusted with processing or fulfilling the EVB-IT Development Contract comply with provisions of law pertaining to data protection. The commitment to data secrecy required by data protection law must be effected no later than upon initial commencement of activity and must be confirmed to the Principal in writing upon demand.
- 19.4 The Principal can withdraw from the EVB-IT Development Contract in whole or in part if the Contractor culpably fails to attend to its duties pursuant to Section 19.3 within a reasonable set period, with due consideration for the facts and circumstances pursuant to Section 19.1, or breaches data protection provisions with willful intent or gross negligence. If the aforesaid breaches of duty concern the maintenance service exclusively, the right of withdrawal is replaced by the right to terminate the maintenance service.
- 19.5 The Principal and the Contractor are obliged to treat all confidential information, business secrets, and trade secrets obtained by way of the contractual relationship as confidential, and in particular not to disclose them to third parties or use them for other than contractual purposes. The same applies to the exchange of experience within the public sector.
- 19.6 Information is considered confidential if a reasonable third party would regard it as meriting protection or it is marked confidential; this may include information that becomes known during an oral presentation or discussion. Confidential information may be used exclusively for the purpose of fulfilling the obligations arising from the EVB-IT Development Contract. The confidentiality obligation does not apply to information that is already legitimately known to the parties or that becomes known to them outside the EVB-IT Development Contract with no violation of a confidentiality obligation.

20 Rights of retention

The Contractor enjoys no rights of retention or right to refuse performance, unless the Principal does not contest the underlying counterclaims or such counterclaims have been recognized by enforceable final judgment.

21 Mediation

The parties can stipulate that in the event of differences of opinion arising from or in connection with performance of the contract that they are unable to resolve between themselves, they will turn to a mediation body to achieve provisional or final resolution of the dispute, in whole or in part, in accordance with that body's mediation procedures. If the parties have stipulated mediation in the EVB-IT Development Contract, that stipulation is valid only if the mediation body is specifically identified there and it is also actually active in respect of such differences of opinion. To allow for mediation, the parties mutually waive the statute of limitations defense for all claims arising from the disputed facts and circumstances for the time that mediation is

requested until one month after the end of the mediation proceeding. This waiver causes a suspension of the limitation period.

22 Text form

Unless provided for otherwise, contractual communication and declarations must at least be made in text form. Registration in a ticket system is sufficient for notices of defects.

23 Applicable law

The laws of the Federal Republic of Germany apply, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG*).

Definitions

Payment on account	Pro rata payment of the stipulated remuneration before the due date. An entitlement to payments on account can be stipulated in the EVB-IT Development Contract.
Offering price	Used to determine the most economic offer for the individual services in the contract (work performance, maintenance services, further development of the work performance)
Contract value	Total of the development price* and all increases or reductions in remuneration stipulated until overall acceptance, especially as a result of change requests.
CISG	United Nations Convention on Contracts for the International Sales of Goods.
Customizing	Adaptation of standard software* to the needs of the Principal which does not take place at the source code level.
Development price	Offering price* for the development of the work performance.
Total offering price	Used to determine the most economical offer and is the total of all offering prices* that have been stipulated or can be retrieved.
Configured software	Software programs, program modules, tools, etc., that were produced by the Contractor in performance of the contract for the needs of the Principal, including the appurtenant documentation. This includes adjustments of standard or configured software* at the source code level. However, this does not include customizing* and adjustments of standard software* that are incorporated into the standard pursuant to Section 2.2.1.
Installation	All necessary measures for introducing the software* into the stipulated system environment* as well as effecting the stipulated executability of the software*, including all necessary tests and controls.
Copy or usage protections	Measures to restrict the ability to copy and/or a software*.
Incidental costs	Expenditures by the Contractor that are necessary for the rendering of

service but are neither travel expenses nor costs of materials.

Object code	Intermediate result of a process to compile or translate the source code* for a program.
Patch	Remedying of a defect and/or fault in the standard software* without intervening in the source code*.
Fixed all-inclusive price	Includes the development price*, the offering price* for maintenance, the offering price* for the further development and adjustment of the contractual services, and the offering price* for other services, in each case provided that they have been stipulated as a fixed price.
Program version	Umbrella term for patch*, update*, upgrade*, and new release/version*.
Source code	Code for a program in the programming language version.
Response time	Period within which the Contractor must begin work on eliminating faults and remedying defects. The period begins upon receipt of the fault or defect report within the stipulated service times and runs during the stipulated service times.
Release/version	New development stage of software* differing significantly from the previous release or version in terms of function and/or data (e.g., 4.5.7 → 5.0.0).
Malicious software	Software* with a non-stipulated function not desired by the Principal that at least partly has the purpose of endangering or impeding the availability of data, resources, or services, data confidentiality, or data integrity, e.g., viruses, worms, Trojan horses.
Software	Umbrella term for standard software* and configured software*.
Standard software	Software programs, program modules, tools, etc., that were developed for the needs of a multitude of customers on the market and not specifically by the Contractor for the Principal, including the appurtenant documentation.
System environment	Technical, spatial, and professional-organizational environment into which the system to be delivered must be overall.
Teleservice	Performance using technical facilities for telecommunications from a

location outside the place of deployment of the contractual services.

Workaround	Temporary bridging of a defect and/or fault in the software*.
Update	Grouping of multiple remedies for defects and/or eliminations of faults and, if applicable, minor functional improvements and/or adjustments of the software* (e.g., 4.1.3 → 4.1.4).
Upgrade	Grouping of multiple remedies for defects and/or eliminations of faults and more than minor functional improvements and/or adjustments of the software* (e.g., 4.1.3 → 4.2.0).
Version/release	See Release/version.
Deadline for performance of contract	Date by which the Contractor must have done everything stipulated so that the Principal can declare acceptance. This includes in particular that the Contractor has already provided the work performance in accordance with the terms of the contract upon provision for acceptance and in a state essentially free of defects, so that the Principal can conduct the functional testing in the period until the deadline for performance of contract.
Preexisting components	<p>All components</p> <ul style="list-style-type: none">• of the configured software* and• of the adjustments in the standard software* performed at the source code level but not incorporated into the standard pursuant to Section 2.2.1 <p>which the Contractor or a third party has developed independently of this contract.</p>
Tool	Aid for the development, adaptation, and maintenance of software*.
Restoration time	Period within which the Contractor must successfully complete work on eliminating faults and remedying defects. The period begins upon receipt of the fault or defect report and runs during the stipulated service times.

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