

# **Maintenance Conditions Bronze level**

for Software Products of the  
**Robotron Energy Market Suite**  
and  
**Robotron Energy Market Suite plus**

(last revised: 04.07.2017)

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# 1 Definitions

<b>Bugfixes</b>	Bugfixes include corrections to programs, and other workaround solutions, for any errors of priorities 1 and 2 (serious errors that have to be fixed immediately). Bugfixes will be installed according to the relevant delivery order.
<b>Hotfixes</b>	Hotfixes include in general corrections to program parts with serious errors that may be installed immediately in order to avoid a loss or corruption of data, or production downtimes. A preliminary delivery of software will also be provided as a hotfix. Hotfixes may be installed individually and immediately, regardless of the relevant delivery order; however, subject to any dependency to other hotfixes.
<b>Defect</b>	A defect is a deviation from, or violation of, the contractually agreed program characteristics, and/or a program function. A defect will be identified as a result of an error analysis.
<b>Patches</b>	Patches keep the programs up-to-date and prevent malfunctions. They include program corrections, technical modifications and improvements, as well as minor functional advancements and improvements.
<b>Program</b>	The term program is used to describe the software to be applied, adapted, or developed, in accordance with the contract (see clause 2).
<b>Maintenance</b>	Maintenance includes services as described in clause 2 of this document.
<b>Releases</b>	New releases of programs result from substantial functional advancements. A release is identified by a particular release number.
<b>Response Time</b>	Response time is the period in which activities for error processing are initiated, and in which Customer will receive an initial response. The response time depends on the error priority. The response time will be within the agreed service hours; however, where a telephone on-call service is agreed, response time may also be outside of service hours.
<b>Service Hours</b>	Service hours are the period in which Robotron will provide services (workdays [Mon-Fri] 7:30 am – 5:30 pm, except for public holidays in the Federal State of Saxony).
<b>Error</b>	An error is an unplanned, direct, or potential impairment of the program functionalities. Errors will be classified according to priorities.

<b>Error Priorities</b>	<table> <tr> <th>Priority</th><th>Definition</th></tr> <tr> <td>1</td><td>Production downtime: Malfunction within the program which makes operation impossible or only with major restrictions. Time sensitive tasks cannot be processed.</td></tr> <tr> <td>2</td><td>Malfunction within the program which restricts the operation more than insignificantly.</td></tr> <tr> <td>3</td><td>Malfunction within the program which marginally restricts operation. The user can circumvent the malfunctions in a reasonable manner.</td></tr> <tr> <td>4</td><td>Use of program is not impaired; however, formal modifications are required.</td></tr> </table>	Priority	Definition	1	Production downtime: Malfunction within the program which makes operation impossible or only with major restrictions. Time sensitive tasks cannot be processed.	2	Malfunction within the program which restricts the operation more than insignificantly.	3	Malfunction within the program which marginally restricts operation. The user can circumvent the malfunctions in a reasonable manner.	4	Use of program is not impaired; however, formal modifications are required.
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## **2 Subject of Contract**

### **2.1 Maintenance-relevant Programs**

Robotron will provide maintenance for the programs as specified in the offer or individual contract.

### **2.2 Changes to the Maintenance-relevant programs**

The current status of the maintenance-relevant programs shall be regularly determined and documented.

In particular, this will also include additional licenses or customer-specific developments (or where such licenses/developments are no longer applicable). This will also apply where such additional licenses/developments have been agreed within a separate contract.

The regular documentation of the then current status of the maintenance-relevant programs may be done by use of the template provided in clause 8.

### **2.3 Operating Conditions**

The operating conditions (in particular the system environment) will be relevant for the software maintenance. Such conditions shall be initially, and in the case of changes, jointly agreed and documented.

The documentation of the operating conditions may be done by use of the template provided in clause 9.

Insofar as any specific operation certificates (e.g. IT security) may be required for the operation of the programs under maintenance, then this will be Customer's sole responsibility, and Robotron will assume that such requirements are accordingly fulfilled by Customer.

Any changes to protected support parameters of the maintained programs within the mask "Global Settings", or in the respective table, require a prior consultation with Robotron.

## 3 Service Description

### 3.1 Service Categories

Robotron offers the following service categories with the following services.

Services	Gold	Silver	Bronze
Service Hours (workdays)	Monday - Friday: 07:30 am - 5:30 pm	Monday - Friday: 07:30 am - 5:30 pm	Monday - Friday: 07:30 am - 5:30 pm
Hotline Support	yes	yes	yes
Acceptance of error notifications 24/7	yes	yes	yes
Response time for errors of priority 1	1 h	2 h	4 h
Response time for errors of priority 2	2 h	4 h	6 h
Response time for errors of priority 3	4 workdays	7 workdays	14 workdays
Response time for errors of priority 4	4 workdays	7 workdays	14 workdays
Telephone on-call service possible	yes	yes	yes
Response time for errors of priority 1	2 h	3 h	4 h
Response time for errors of priority 2	3 h	4 h	6 h

h: hour

The relevant service categorie will be determined in the respective offer or order.

### 3.2 Point of Contact for Technical Support (Hotline)

Robotron provides a hotline support which may be used by authorized personell of Customer.

The hotline will process technical requests of Customer with regard to errors which occur within the productive application, or in connection with particular functional aspects, of the maintained programs.

Neither consulting nor training will be provided by the hotline support. Functional consulting may be offered separately (e.g. as part of a managed service). Should the need for any specific consulting or training arise from the response to particular functional aspects of the programs, then Robotron will issue a separate offer for such services.

The error notifications will be accepted 24/7 via the helpdesk system, or during the defined service hours via hotline. Error notifications will be processed within the defined service hours.

The following points of contact are agreed:

Customer:	Contact person Mr. Encho Donchev Tsvetelina Kaneva	Tel.: +359882834332/ +359882834287 Fax: E-Mail: <a href="mailto:encho.donchev@elyug.bg">encho.donchev@elyug.bg</a> <a href="mailto:tsvetelina.kaneva@evn.bg">tsvetelina.kaneva@evn.bg</a>
Robotron:	Hotline  Helpdesk System  Telephone on-call service	Tel.: +49 (0)351 25859 4200 Fax: +49 (0)351 25859 3696  <a href="https://support.robotron.de/">https://support.robotron.de/</a>  Tel.: +49 (0)351 25859 4299

### 3.3 Telephone On-Call Service

Subject to a separate agreement, Robotron will accept and process error notifications of priorities 1 and 2 outside service hours through a telephone on-call service. Such error notifications will have to be submitted by Customer through the defined on-call service telephone number. Additionally, Robotron shall be notified through the helpdesk system.

### 3.4 Processing of Errors

#### 3.4.1 Error Notifications

Error notifications shall be submitted to Robotron in writing via helpdesk system, or via telephone hotline.

Error notifications must contain sufficient information to allow a processing of the error. At least, such information must contain the database version, the release version, the particular module(s) concerned along with their version number, and a detailed description of the error occurrence. Where necessary, Customer shall – for transparency of the notified error – additionally provide the data constellation, and/or a screenshot.

#### 3.4.2 Priorities and Response Time

Notified errors will be classified by Customer into particular priorities. Robotron will analyze the error, and will – if applicable – confirm the transparency of the notification. Where another priority is indicated according to the severity of the error, Robotron will responsibly re-classify the error priority in coordination with Customer.

Error notifications regarding a non-productive system will be classified with priorities 2, 3, or 4. A higher prioritization requires a mutual agreement of the parties (e.g. for a productive approval procedure).

The response time is defined by the relevant service level. The described response times do not apply to the processing of error notifications regarding a non-productive system.

#### 3.4.3 Measures for Processing of Errors

The maintenance includes

- the acceptance of error notifications,
- an analysis of errors,
- the coordination, and
- the error processing.

The processing of errors will include the determination of the error cause, a proper diagnosis, and the provision of measures to circumvent or resolve the error or defect of the relevant program.

After classification of the error notification, Robotron will promptly initiate measures for error processing:

- notification to the Customer as to the prioritization of the error (even if the notified error – after initial analysis – is not related to a program defect)
- initiation of error processing
- prompt provision of measures for circumvention or resolving of the error, possibly after any relevant program changes as a result of error processing

The correction of errors of priorities 3 and 4 will be done in the course of provision of a new release of the relevant program, or with patches as scheduled by Robotron's product management and as agreed with Customer.

## 3.5 Release Policy

### 3.5.1 Provision and Installation of new Releases for the Productive System

#### a) Standard Products of the Robotron Energy Market Suite:

*Insofar as standard products of the Robotron Energy Market Suite are subject of the software maintenance, the following applies:*

Within the scope of maintenance of the standard product the contractor is responsible for adaptations of all existing modules and functionalities in terms of current market regulations and processing formats as well as adaptations of all licensed market-standard communication formats (UTILMD, MSCONS, ...).

If entirely new modules or non-market-standard communication formats are required in the course of changes of market regulations or legal requirements, these have to be licensed separately.

At the same time this licenses become subject to this agreement while the annual maintenance fee will have to be adjusted accordingly.

The contractor informs the customer about new releases and their content (e.g. release notes). New releases may include functional extensions in form of additional modules.

#### b) Standard Products of **robotron\*iEDM**:

*Insofar as standard products of **robotron\*iEDM** are subject of the software maintenance, the following applies:*

Regarding standard products of **robotron\*iEDM**, software maintenance will only include the adaption of the communication standard format MSCONS. Any adaption of the existing processes (modules and functions) to the current market regulations and processing formats, or an adaption of any licensed market-standard communication formats (UTILMD, ...), is not within the scope of software maintenance. For new processes or formats, new licenses will be required.

#### c) Customer-specific Developments:

Regarding any customer-specific developments, Robotron will maintain the operability of such developments with the respective standard products. Any further adaptation of the customer-specific developments, e.g. to any market regulations, processing formats, or developments, require a separate agreement.

#### d) New Releases:

Robotron will inform Customer about any new releases and their specifics (e.g. with release notes). Such new releases may also contain functional extensions provided within additional modules.

If required, the installation of new releases may be done by Robotron in coordination with Customer. Customer shall ensure to perform an appropriate data backup in advance of the installation of new releases.

Such installation services (or, where applicable, migration services) for new releases shall be remunerated separately by Customer, according to the actual effort required and spent by Robotron.

### **3.5.2 Provision and Installation of Bugfixes/Patches for the Productive System**

Robotron will inform Customer about the provision of bugfixes/patches for the programs. Bugfixes/patches contain program corrections and other circumvention measures for possible errors. Bugfixes/patches to the particular programs will be provided free of charge as a preventive measure, or on particular request of Customer for error resolving.

The installation of bugfixes/patches may be provided by Robotron by remote access, subject to a separate agreement, and separate remuneration.

Robotron will inform Customer about the content of required patches or bugfixes (e.g. with release notes), and will keep an up-to-date directory with patches and bugfixes installed on the Customer system (maintenance journal). Customer shall ensure to perform an appropriate data backup in advance of the installation of patches.

### **3.5.3 Provision and Installation of Bugfixes/Patches and new Releases for the non-productive System**

Maintenance for errors of priority 2 to 4 may be provided for a maximum of one non-productive system (e.g. test or training environment), and according to the licensed scope.

Bugfixes/patches to the particular programs will be provided free of charge as a preventive measure, or on particular request of Customer for error resolving.

The installation of bugfixes/patches may be provided by Robotron by remote access, subject to a separate agreement, and separate remuneration.

Installation or migration services for new releases may be provided by Robotron, subject to a separate agreement, and separate remuneration (time and material remuneration).

### **3.5.4 De-Support of Releases**

With availability of a new release, Robotron will provide information about the expiration of maintenance for the previous release on the Robotron website (helpdesk system, de-support notification for previous release).

Robotron provides maintenance for the current as well as for the previous release of programs. Maintenance for the previous release will be limited to one year (from availability of current release) and will contain measures for the correction of priorities 1 and 2 only. Any adaptations and/or further developments will be provided for the current release only.

Robotron will provide to Customer the particular new releases, and required installation and migration services, in order to enable Customer to change to the current releases.

Regarding de-supported releases, Robotron may provide a customer-specific maintenance. In this case, higher maintenance fees will apply according to clause 6.4.

Should Customer wish to reactivate licenses and their maintenance, which he had earlier de-activated (i.e. particular modules were deactivated without further maintenance, or the maintenance contract was terminated), then Customer is obliged to retroactively pay any maintenance fees that would have been due in the meantime. Alternatively, Customer may purchase the respective licenses again, along with a new maintenance.



### 3.5.5 Approval Procedure

The approval procedure describes the process of changes to the product (e.g. bugfixes/patches) as a result of an error processing, or of a functional advancement, in a non-productive operation environment of Customer. The following workflow shall be applied:

1. coordination with IT administrator EDM regarding time windows for the installation of adaptations within the non-productive system
2. after the approval of the non-productive system: installation of adaptations to that non-productive system
3. testing and evaluation of test reports by specialist administrators EDM, Customer's application manager, and Robotron
4. decision concerning productive approval (target date, procedure, backups, etc.) and/or further proceeding of Customer
5. installation of adaptations on productive environment, and approval

### 3.6 Special Conditions for Robotron Energy Market Suite plus

*Insofar as standard products of Robotron Energy Market Suite plus are subject of the software maintenance, the following applies:*

As an Oracle Platinum Partner, Robotron is able to offer Oracle Licenses – along with the respective Oracle software maintenance – „embedded“ within a particular Robotron license (Oracle Embedded Software License - ESL). Insofar, the following special conditions apply:

- central, coordinated software support, including hotline and helpdesk system, from one provider; the particular first level support of the respective Oracle component will be provided by Robotron. There is no additional support agreement required with Oracle regarding the Oracle programs that are part of the Robotron Energy Market Suite plus.
- provision and installation of the respective Robotron and Oracle patches by Robotron
- administration of the application and Oracle software with tools and methods provided by Robotron only
- use of the integrated Oracle component (e.g. database) for the particular Robotron application only
- no direct access of other applications to the Oracle software, access will be made through the provided Robotron interfaces
- no mix of several license models

## 4 Out of Scope of Maintenance

In particular, the following services are not included in the contractual maintenance performance (but may be agreed separately):

- system technology consulting or support
- support regarding maintenance of Oracle programs and Oracle infrastructures
- provision of program functions which are part of particular licenses, and where such licenses have not been purchased by Customer
- services for installation or migration of programs due to a switch to another hardware or operating system, or due to a replacement or renewal of the hardware system
- installation of non-productive secondary systems
- requested changes that go beyond an error correction; these shall be treated as change requests subject to an additional charge
- adaptation of programs in case of changes to the system environment beyond the scope of maintenance
- consulting and support regarding installation and introduction of software, or regarding interfaces to external systems, or configuration support regarding systems that are beyond the specified system limits
- EDM consulting, IT consulting, or other consulting which does not pertain to the resolving of questions regarding operation of the programs
- consulting in any questions as to the implementation or application of the programs, in particular of the Robotron EDM product, including transfer of operation experience from the entire user group
- inspection of the system as a project review for Customer
- any managed services for individual operation support of Oracle or Robotron programs, in particular regarding:
  - hardware or system software (e.g. operating system)
  - Oracle embedded software
  - application maintenance (e.g. operation management or takeover, telephone on-call service, high performance, service level agreements, SPOC, realization of system update: patch or release management, updating of test or QS systems, ...)
  - provision of an individual, designated technical key account person
  - special support and helpline regarding the Robotron application
  - workshops and trainings

Within first level support, Robotron will provide the classification of error notifications with regard to integrated OEM components (e.g. HSM Worldline products) within the specified service hours. Any further measures of second and third level support will be provided by the manufacturer of the respective OEM products; insofar Customer cannot demand any performance from Robotron.

The maintenance of any applicable further hardware or software of third parties is out of scope of maintenance provided by Robotron; Customer is required to obtain such services directly from the respective third party manufacturer. This does not apply to Oracle ESL licenses as part of the Robotron Energy Market Suite plus (see clause 3.6).

Any further or different conditions for OEM components have to be agreed and described separately, and will be subject to a separate remuneration.

No services will be provided through hotline support in connection with the operation of programs in unapproved environments, or with modifications to the programs by Customer or third parties.

## **5 Obligations of Customer**

### **5.1 Remote Access to Customer System**

In order to enable Robotron to accordingly provide the maintenance service, Robotron shall receive a remote access to the particular Customer system under maintenance. Such access shall be secured through VPN or access server; any details shall be agreed and coordinated between the parties (VPN is preferred).

### **5.2 Contact Persons**

Customer shall appoint a responsible contact person, who shall have the authority to promptly make, or initiate, binding decisions for Customer, and who shall further be responsible for the availability of competent Customer personnel, where required for Robotron's performance.

### **5.3 Changes**

Customer shall inform Robotron promptly about any changes to the application environment. Customer shall also ensure that the programs to be maintained are only operating in an authorized environment which supports the applied programs. A change within the system environment which could influence the software shall be notified to Robotron 30 workdays beforehand at the latest. In such a case, a modification of the maintenance contract may be required which the parties will jointly agree.

### **5.4 Error Notifications**

Customer shall notify any errors to Robotron in writing, where such notification must be transparent and reproducible, and must include any information required for identification and analysis of the error. Customer shall in particular describe the operational steps that have caused the error, as well as the appearance and consequences of the error.

### **5.5 Cooperation by Customer**

Customer shall support Robotron as far as reasonably required for the correction of the error; in particular, Customer shall provide a remote access to the system under maintenance.

### **5.6 Maintenance Services on-site at Customer's Premises**

Where in exceptional cases it may be required to provide additional fee-based maintenance services on-site (at Customer's premises), then such services shall be scheduled jointly. Customer shall provide free of charge any personell or technical equipment (computers, telephone, etc.) that may be required for provision of such services.

## 6 Maintenance Fees

### 6.1 Flat-rate Fee

The following maintenance fees apply:

Services		Gold	Silver	Bronze
Flat-rate fee for programs	Robotron Energy Market Suite	N/A *	N/A *	18 % *
	Robotron Energy Market Suite plus	N/A *	N/A *	N/A % *
Flat-rate fee for customer-specific developments of Robotron Energy Market Suite		N/A **	N/A **	15% **
Additional flat-rate fee for response times		N/A ***	N/A ***	-
Additional flat-rate fee for telephone on-call service		N/A ***	N/A ***	20 % ***

\* regarding applicable license fee

\*\* regarding price of customer-specific development

\*\*\* additional fee, regarding net maintenance fee

The above table indicates the yearly fees.

As far as not agreed otherwise in the contract, maintenance fees will be invoiced yearly in advance.

### 6.2 Determination of Fees in Case of Changes to the Programs under Maintenance

The maintenance fees will be established according to the actual status of the programs under maintenance. This status will be regularly determined and documented (see clause 2.2).

The maintenance fee will be automatically adjusted according to the actual status of the programs; a separate agreement/order is not required.

### 6.3 Additional Remuneration

The following services, or efforts caused by the following, shall be remunerated additionally:

- any activities regarding an error notification, where a defect of the programs cannot be determined (e.g. in cases of incorrect use, or incorrect data),
- a notified error or defect cannot be reproduced or otherwise proven by Customer,
- additional efforts where Customer has not accordingly fulfilled any own obligations,
- Customer requests an on-site service, despite the possibility of service performance through remote maintenance,
- Customer does not provide a remote access,
- Customer requests performances outside of the service hours,
- installation or migration services for new releases (time and material basis),
- installation of bugfixes/patches (time and material basis).

Such additional services will be invoiced according to an hourly rate of 130.00 EUR.

**Any additional costs will be invoiced as follows (against proof):**

- car: 0.65 € / km
- train, flight, taxi
- overnight stay (middle class hotel)
- travel times: 50 % of the agreed hourly rate
- surcharges regarding agreed hourly rate for service provision at night (workdays after 8 pm): 50 %, on Saturdays: 50 %, on Sundays: 100 %, on public holidays: 100 %

**Remuneration of efforts in the course of telephone on-call service:**

Any services performed outside of the service hours will be remunerated on a time and material basis (against proof).

**Hourly rate:**

- Outside service hours, weekends and during holidays: 200.00 € per hour and person

## 6.4 Flat-Rate Fee for Maintenance of de-supported Releases

In the first year of maintenance of a de-supported release the maintenance costs increase by 3% of the license cost reference value and the reference value of maintenance relevant consulting services.

In the second year of the maintenance of a de-supported release the maintenance costs increase by 5% of the license cost reference value and 5% of the reference value of maintenance relevant consulting services.

From the third year of the maintenance of a de-supported release the maintenance service can be provided by the contractor based on an individual agreement.

## 7 Usage Rights

Regarding any code programming, modification, or further development of programs made in the course of software maintenance (in particular patches, updates, upgrades, or new releases), the scope of usage rights shall apply as contractually agreed with regard to the particular maintained software, or its previous version.

## 8 Template: Documentation of Programs under Maintenance

Version of: EVN Bulgaria

Item	Article Nr.	Program Description	Begin of Maintenance	(if applicable: End of Maintenance)	Maintenance Fee €/year	Remarks
1		MDM: Data Processing, Analysis, Management for 2 000 000 metering points, including 5600 remotely read metering points	01.07.2017	30.06.2020	29.179,44	
2		MDM: Clearing&Balancing Functions for 2 000 000 metering points, including 5600 remotely read metering points	01.07.2017	30.06.2020	5.805,48	
3		Common Data Pool (CDP)	01.07.2017	30.06.2020	9.405,00	
4		Automated substitute value generation	01.07.2017	30.06.2020	1.282,56	
5		Automatic sending of excel reports	01.07.2017	30.06.2020	820,80	
6		Master data interface SS1.1.	01.07.2017	30.06.2020	3.420,00	
7		Data Processing, Analysis, Management of 14400 remotely read metering points	01.07.2017	30.06.2020	1.692,96	
8		Clearing&Balancing Functions for 14400 remotely read metering points	01.07.2017	30.06.2020	1.692,96	
9		Register data interface SS1.3.	01.07.2017	30.06.2020	2.394,00	
10		Business-Paket MS-Excel-Reports	01.07.2017	30.06.2020	1.879,32	
11		Excel report SQL modules	01.07.2017	30.06.2020	1.094,40	
12		Maintenance of the increase of the license for remotely read metering points package of 10 000	01.07.2017	30.06.2020	1.024,32	
Sum					59.691,24	

## 9 Template: Documentation of Operating Conditions

Version of: \_\_\_\_\_

### Database Server (Cluster)

Item Nr.	Systems where programs are applied
1	HW System:
2	CPU:
3	RAM:
4	Harddisk:
5	Operating System:
6	Cluster Software:
7	Database:
8	Installation site:
9	Responsibility:

### Communication Server

Item Nr.	Systems where programs are applied
1	System:
2	CPU:
3	RAM:
4	Harddisk:
5	Operating System:
6	Applications:
7	Java Runtime:
8	Installation site:
9	Responsibility:

### Web Server

Item Nr.	Systems where programs are applied
1	System:
2	CPU:
3	RAM:
4	Harddisk:
5	Operating System:
6	Applications:
7	HTTP Server:
8	PHP Plugin for Apache:
9	Module WEB print:
10	Installation site:
11	Responsibility:



**Application Server**

Item Nr.	Systems where programs are applied
1	System: Einzelrechner / Cluster physikalisch/virtueller Server
2	CPU:
3	RAM:
4	Harddisk:
5	Operating System:
6	Applikationen:
7	if applicable: Cluster-SW:
8	WLS Version:
9	Additional Oracle Installations on system:
10	Installation site:
11	Responsibility:

**Clients**

Item Nr.	Systems where programs are applied
1	System:
2	CPU:
3	RAM:
4	Harddisk:
5	Operating System:
6	Java Runtime:
7	Forms Application: