

IV.1.3.3. *Software*

The fees for the maintenance of *Software* are either expressed as a percentage of the licence fees or are calculated at a fixed price. Duration of the maintenance shall be specified in each price.

IV.1.3.4. *Services*

Service prices shall be defined at a fixed price or by *Person-day*, and shall include all general expenses and expenses directly connected with the provision of the *Services* such as company management costs, social security costs, travel and office expenses.

IV.1.4. **Official price lists**

- IV.1.4.1. Upon signature of the framework contract, the contractor's *Official price list* is appended to the Contract as an Annex. The contractor will use its best endeavours to supply an *Official price list* which only includes the Products which form the subject of the framework contract. If the *Official Price list* also includes items other than such Products, then the contractor agrees to indicate clearly and accurately, for example by highlighting the relevant items in the electronic version of the document, which subset of items of its *Official price list* correspond to the Products forming the subject of this framework contract. If the contractor fails to do so, he agrees that he cannot claim payment for, restitution of, nor damages for items delivered to the contracting authority outside the scope of the object of this framework contract.
- IV.1.4.2. The contractor agrees to make an updated version of the *Official price list* available to the contracting authority at the frequency determined in the Special Conditions of the framework contract.
- IV.1.4.3. The updates of the *Official price list* will be made available to the contracting authority either, and by order of preference, for download by remote access to a website, to an FTP site, to an intranet site, in electronic format (e.g. by e-mail) or in hard copy (or e.g. on CD-ROM), as specified in the Special Conditions of the framework contract. When it is therein agreed that such updates may be downloaded, then the contractor shall precisely indicate the location of the download area (such as from an area on the contractor's website, from an FTP site, etc.) and provide the contracting authority, by a *Means of communication*, with full and accurate instructions, including access codes, enabling it to perform such downloads. Should the *Official price list* be made available to the contracting authority by remote access, the contractor must inform the contracting authority in advance by a *Means of communication* of the moment on which it will be made available on line.
- IV.1.4.4. When the *Official price list* is treated as confidential information by the contractor, the contractor agrees to make the updates of the *Official price list* available to the contracting authority not later than on the day it is for the first time made available to any other customer of the contractor. If not, the contracting authority may claim damages for total or partial non-performance.
- IV.1.4.5. Once the update of the *Official price list* is made available to the contracting authority, the contracting authority must accept or refuse it within the time limit set forth in the framework contract. Such acceptance or refusal will be communicated to the contractor by a *Means of communication*. The contractor agrees to provide the updates in a manner allowing an easy way of comparing the different versions of the *Official price list*.
- IV.1.4.6. The contractor agrees to make updates of the *Official price list* available to the contracting authority only when, considering the volumes of each Product already ordered by the contracting authority, the global average price for all the Products is lower than the preceding