

Open Telekom Cloud

Creating a Secure Connected World



Terms of use

OTC Marketplace Seller Center

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Connecting
your world.

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hereinafter referred to as "Telekom"

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1 Contracting parties

The contracting parties are Telekom and the software or service provider (hereinafter referred to as Seller) who wishes to offer software or services on the Open Telekom Cloud Marketplace (hereinafter referred to as Marketplace).

2 Subject of the Terms and Conditions of Use

The subject of these Terms and Conditions of Use is to provide the Open Telekom Cloud Marketplace Seller Center (hereinafter referred to as the Seller Center) free of charge for the Seller's software product offerings or services (hereinafter referred to as Product Offerings) as part of their provisioning on the Marketplace for retrieval by customers of the Marketplace (hereinafter referred to as Customers). Use for any other purposes is prohibited.

3 Validity of these Terms and Conditions of Use

By applying for access to the Seller Center, the Seller agrees to these Terms and Conditions of Use. They take effect when access to the Seller Center is granted and remain applicable for the entire duration of the Customer's use of a Product Offering.

In the event of contradictions, these Terms and Conditions of Use take precedence over the Service Specifications & Additional Terms and Conditions for Open Telekom Cloud. In all other respects, the provisions of the Service Specifications & Additional Terms and Conditions for Open Telekom Cloud remain unaffected and continue to apply.

4 Access to the Seller Center

1. Provision of access

The Seller must already be an Open Telekom Cloud Customer. The Seller must apply for access to the Seller Center through the Marketplace website (marketplace.otc.t-systems.com). Only users of the Seller who are registered in the Seller's Open Telekom Cloud tenant as "Tenant Administrator" with the scope "All resources" can apply for access.

As part of the registration process, the Seller must provide their company information. Parts of the information provided will be made accessible to the Customer as part of delivering the Product Offering on the Marketplace. Once access has been activated, the Seller will be notified by email at the address they provided. The Seller Center can be used from this point on.

There is no entitlement to activation as a Seller. Telekom is not required to justify its decision.

2. Termination by the Seller

The Seller may terminate this Agreement at any time. The termination must be emailed to service@open-telekom-cloud.com. The prerequisite for the ordinary termination of an agreement is that no Product Offering has the status "Published."

The termination will become effective two (2) working days after the receipt of the termination notice, provided that the conditions described above are met.

3. Termination by Telekom

Telekom may terminate this Agreement at any time by sending an email to the email address provided by the Seller. The termination will take effect

At the end of the notice period, the Seller's Product Offerings are set to "End of Life" status, provided they are software. Other Product Offerings will be removed from the Seller Center.

4. Termination for good cause

The right of the contracting parties to terminate this Agreement for good cause remain unaffected. In the event of termination for good cause, the Seller's Product Offerings are immediately set to "End of Life" status, provided they are software. Other Product Offerings will be removed from the Seller Center without delay.

5 Conditions for Product Offerings

The following conditions apply to the listing of Product Offerings via the Seller Center for provision on the Open Telekom Cloud Marketplace.

5.1 Product Offering as Bring Your Own License software (hereinafter referred to as BYOL)

On the Marketplace, Customers can activate software from Sellers in the form of Helm charts via the Cloud Container Engine (CCE) of the Open Telekom Cloud Service, which only works in conjunction with a license key. The Seller makes their software available on the Marketplace as a Helm chart. The Customer has purchased the license key for this software directly from the Seller outside the Marketplace. The activation of BYOL software within the Marketplace is regulated as follows:

1. The Seller offers the software on the Marketplace as a BYOL license type and stores it in the Open Telekom Cloud.
2. The Customer configures the desired parameters for deploying the Seller's software through the Marketplace within their tenant. The license key can be entered, as desired, either during configuration or later. The purchase is made by the Customer from the Seller through the described method. In doing so, the Customer accepts the contractual terms set by the Seller.
3. Telekom then allows the Customer to install the software that the Seller has previously stored in the Open Telekom Cloud, within the Customer's own Open Telekom Cloud tenant.
4. The Seller is not notified when the software is activated.

5.2 Product Offering as open source software

On the Marketplace, Customers can activate open source software from Sellers in the form of Helm charts via the Cloud Container Engine (CCE) of the Open Telekom Cloud Service without a license key. The Seller makes their software available on the Marketplace as a Helm chart. The activation of open source software within the Marketplace is regulated as follows:

1. The Seller offers the software on the Marketplace as an open source software license type and stores it in the Open Telekom Cloud.
2. The Customer configures the desired parameters for deploying the Seller's software through the Marketplace within their tenant. In doing so, the Customer accepts the contractual terms set by the Seller.
3. Telekom then allows the Customer to provide the software that the Seller has previously stored in the Open Telekom Cloud, within the Customer's own Open Telekom Cloud tenant.
4. The Seller is not notified when the software is activated.

5.3 Product Offering as trial or free software

On the Marketplace, Customers can activate software from Sellers in the form of Helm charts via the Cloud Container Engine (CCE) of the Open Telekom Cloud Service. Depending on the Seller's choice, the software can be activated as a trial version (trial software) or a free version (free software), with or without a license key. The Seller makes their software available on the Marketplace as a Helm chart. If a license key is required for this software by the Seller, the Customer must have purchased this license key directly from the Seller, outside of the Marketplace. The activation of trial or source software within the Marketplace is regulated as follows:

1. The Seller offers the software on the Marketplace as a trial or free software license type and stores it in the Open Telekom Cloud.
2. The Customer configures the desired parameters for deploying the Seller's software through the Marketplace within their tenant. If necessary, this includes using a license key, which the Customer acquires through the Seller's specified process. In doing so, the Customer accepts the contractual terms set by the Seller.
3. Telekom then allows the Customer to install the software that the Seller has previously stored in the Open Telekom Cloud.
4. The Seller is not notified when the software is activated.

5.4 Product Offering as LLM Serving Service

Setting up the Product Offering as an LLM Serving Service is only available to Telekom. On the Marketplace, Customers can gain access to various large language models (LLMs) or embedding models. The LLMs and embedding models are provided via an API endpoint. Setting up the Product Offering as an LLM Serving Service is only available to Telekom, not to Sellers.

Access to the LLM Serving Service within the Marketplace is regulated as described:

1. The Seller posts their Product Offering, specifying the relevant parameters.
2. The Customer uses the access key provided by the Seller through the Marketplace to activate API endpoint access via the Marketplace. For doing that, the Customer accepts the contractual terms set by the Seller.
3. Telekom then provides the Customer with access to the LLM Serving Service of the Seller.
4. The Seller is not notified when the access is activated.

5.5 Publication of Product Offerings

All services provided by Telekom within the Marketplace and Seller Center are free of charge. There is no entitlement to the provision of services. Telekom is entitled at any time to adjust the specified conditions and services of the Marketplace, or to discontinue the Seller Center or the Marketplace, and to remove Product Offerings.

Telekom reserves the right to digitally reproduce the software provided as a Product Offering by the Seller within its own systems and to offer it for use on the Marketplace.

Telekom does not guarantee the actual publication of Product Offerings or the publication of a Product Offering at the time requested by the Seller. It reserves the right to reject, suspend, or remove a Product Offering at its discretion. Telekom is under no obligation to provide information or justification.

Before the Seller makes the first published version of a Product Offering available, they have the option to set the Product Offering to “Unpublished” status. In this status, changes of any kind can be made prior to publication.

When a new Product Offering is created, the default status is “Published.”

As soon as the first version is to be published by the Seller, the status must be changed to “Published.” In this status, the Product Offering is reviewed by Telekom in advance and shown to the Customer in the Marketplace once approved.

5.6 Removal of Product Offerings by the Seller

The Seller may submit a request to have a Product Offering removed from the Marketplace at any time. Telekom is not obliged to inform Customers of the removal of the Product Offering. A Product Offering can be terminated by the Seller in the Seller Center as follows:

The termination via the “End of Life” function in the Seller Center will take effect

1. at the end of the month if requested by the 15th of the current month;
2. at the end of the following month if requested after the 15th of the current month.

At the end of the period, the status of the Product Offering is changed from “Published” to “End of Life.” Customers can then no longer purchase it.

Customers can continue to use the following Product Offerings they have already purchased, even if these offerings are in “End of Life” status:

- Bring Your Own License (BYOL) software
- Open source software
- Trial or free software

All other Product Offerings can no longer be used.

5.7 Removal of Product Offerings by Telekom

Telekom is entitled to terminate a Product Offering at any time. The Seller will be notified by email. Telekom is not obliged to inform the Customer of the termination of the Product Offering. Telekom is not required to justify its decision. The transfer of the Product Offering to the “End of Life” status will take effect

1. at the end of the month if requested by the 15th of the current month;
2. at the end of the following month if requested after the 15th of the current month.

Customers can continue to use the following Product Offerings they have already purchased, even if these

offerings are in “End of Life” status:

- Bring Your Own License (BYOL) software
- Open source software
- Trial or free software

All other Product Offerings can no longer be used.

In the event of a breach of these Terms and Conditions of Use by the Seller, Telekom reserves the right to set the Product Offering to “End of Life” status with immediate effect or to remove it from the Marketplace. The Seller will be notified by email. Telekom is not obliged to inform Customers about the transfer of the Product Offering to this status. The Seller has the option of creating a new version of the Product Offering and submitting it for review.

5.8 Provision of information

In the event of suspected misuse of a Product Offering, Telekom will, where possible, provide the Seller with relevant usage data and logs upon request, which can assist in identifying suspicious activities. In the case of justified suspicion, Telekom will provide the Seller with the necessary contact and transaction details of the Customers concerned to enable the Seller to initiate legal action against Customers who misuse Product Offerings. Telekom does not guarantee the success of measures against the misuse of Product Offerings and is not liable for any damage suffered by the Seller as a result of such misuse.

6 Obligations and cooperation services of the Seller

The Seller is obligated to provide, free of charge, all services necessary for the inclusion of their Product Offerings in the Marketplace. These services must be delivered on time and to the required extent, and they specifically include the following:

1. For the purposes of creating and managing their account, the Seller permits the storage of relevant data. This includes, in particular, the company data that must be provided during the registration process. The company information provided will be made accessible to the Customer as part of the provision of Product Offering for purchases.
2. The information provided by the Seller and the Product Offerings, including logos and lettering, are used on the Marketplace and in the Open Telekom Cloud or on the Telekom website. Telekom is entitled to use the information solely for the purpose of the Marketplace and for related marketing activities. The Seller agrees to offer and distribute the Product Offering through all direct and indirect sales channels (e.g., sales partners) of Telekom.
3. The Seller undertakes to provide their software for the creation of a Product Offering in the Seller Center. The Seller is solely responsible for the quality and support of the service or software package.
4. For each Product Offering listed on the Marketplace, the Seller is required to provide the terms and conditions that must be accepted by Customers during the activation process. The Seller provides an EULA (End User License Agreement) for software. They may provide the specific terms and conditions for the use of the Seller's software, the validity of the license, and the Seller support as part of the EULA. Telekom does not review the contractual terms and conditions or EULA. Telekom is entitled to digitally store the contractual terms and conditions provided by the Seller, as well as the EULA agreed upon between the Seller and the Customer.
5. The Seller alone is liable for the validity, accuracy, and legality of the information provided in the Seller Center for publishing the Product Offering. They are liable for the correctness and proper functioning of the software and services they provide.
6. The Seller is solely responsible for providing and ensuring the integrity of the license keys given to the Customer. The Seller assures that the license keys are correct, valid, and suitable for the intended purpose. Telekom does not check the license keys provided.
7. The Seller ensures that all license keys provided comply with the applicable statutory provisions and do not infringe upon any third-party rights. The Seller is solely responsible for ensuring that the license keys function properly and are usable by the Customer.
8. The Seller is solely responsible for monitoring and ensuring compliance with the conditions of the Agreement between the Seller and Customer (e.g., time limit, functional restriction, versioning). Telekom is not involved in the process that takes place between the Customer and Seller outside of the Marketplace when acquiring license keys or authorizations.
9. The Seller's use of the Marketplace must not violate any applicable laws or third-party rights, notably:
 1. Engaging in or supporting unlawful activities such as violence, terrorism, human trafficking, the sexual exploitation of children or other individuals, or other criminal activities

2. Engaging in or supporting activities that abuse or harm an individual or group of individuals
3. Engaging in discriminatory activities based on, but not limited to, demographic characteristics, private information, or personal data
4. Engaging in support of unauthorized or unlicensed activities in connection with any field of business, including, but not limited to, finance, healthcare, law, medicine, or artificial intelligence

7 Maintenance work on Seller Center and Marketplace and technical support

Telekom carries out regular maintenance on the Seller Center and Marketplace. Should this maintenance work result in service disruptions, Telekom will inform the Seller's contact details on file. Telekom strives to keep disruptions caused by maintenance work to a minimum.

In the event of problems with the Seller Center or the Marketplace, the Seller can submit a ticket. Tickets can be reported in German and English at any time. The following options are available:

- by sending an email to service@open-telekom-cloud.com
- by calling from
 - Germany: +0800 330 4477
 - other countries: +800 330 44770

After receipt of a report, Telekom creates a ticket and categorizes it as a support request. Processing takes place Monday through Friday, 8:00 a.m. to 5:00 p.m. (CET/CEST). The response time is four (4) hours. The time to resolve (TTR) is described as "best effort."

8 Amendment to these Terms and Conditions of Use

If Telekom intends to amend the legal terms and conditions, service specifications, or prices, the Customer will be informed of these amendments in text form (e.g., by letter or email) at least six weeks before they become effective. The amendments will be constituent parts of the agreement from the date of coming into effect subject to the following conditions set out below in Items 1) to 2):

1. Telekom has the right to make unilateral amendments to legal terms and conditions, service specifications, and prices that are in favor of the Seller.
2. In the event of price increases, amendments to legal terms and conditions that are to the detriment of the Seller, and amendments to service specifications that are not merely of minor importance, the Seller has the right to terminate this Agreement in text form without notice on the date when the amendments take effect. The Customer's right of termination will be expressly referred to in the notification about the amendments. In the event of discontinuation/ modification of essential functionalities or services, Telekom will inform the Customer regularly three months in advance.

9 Data storage

After the statutory retention periods have ended, the user's personal data, which was stored during the use of the Seller Center, will be erased or alternatively pseudonymized after the user's account is deleted, provided this can be done with reasonable effort.

The Marketplace logs all access activities conducted by the Seller. In particular, the name, Seller email, support email, and support link of Sellers who perform activities in the Marketplace Seller Center (logs) are stored here. The logs are retained in compliance with legal requirements.

The Marketplace is accessed via a website. This website uses cookies (session cookies) and similar technologies that are only required for the basic function. Session cookies are small text files that are temporarily stored on the Marketplace Seller's computer and saved in their browser, for example, to facilitate portal login. They enable basic functions such as navigating through the pages, switching between services without having to log in repeatedly, or accessing the secure areas of the website. Details can be found in the data privacy notice on the website.

10 Data privacy

The parties undertake to observe the relevant applicable data protection regulations, currently in particular those of the General Data Protection Regulation (GDPR), the German Telecommunications Act (Telekommunikationsgesetz – TKG), and the German Telemedia Act (Telemediengesetz – DDG).

The Seller is aware that their contact information provided in the Marketplace will be made available to the respective Customer pursuant to Art. 6 (1b) GDPR.

11 Exclusion of liability and exemption

Due to the fact that the Seller Center is provided free of charge, liability is limited to damage caused intentionally, by gross negligence, or fraudulently. In the event of damage caused intentionally or fraudulently, Telekom will have unlimited liability. In cases of damage caused by gross negligence or lack of a guaranteed feature, Telekom's liability is limited to the typical and foreseeable damage or loss. Any liability in excess of these limits is excluded. Liability for damage due to culpable injury to life, body, or health remains unaffected hereby, as does liability under the German Product Liability Act (Produkthaftungsgesetz).

Telekom assumes no liability for the misuse, unlawful, or improper use of license keys, access data, or Product Offerings that are provided for or through the Marketplace. The Seller indemnifies Telekom against any claims, demands, actions, losses, damage, costs, and expenses arising from the misuse, unlawful, or improper use of the license keys, access data, or Product Offerings. This specifically includes, but is not limited to, third-party claims arising from the use of license keys, access data, or Product Offerings. The Seller indemnifies Telekom against all claims by the Customer in the event of unlawful blocking due to the provision of incorrect information.

Telekom is not liable for content, EULA, license keys, access data, or contractual terms and conditions provided by the Seller or Customer on or via the Marketplace or Seller Center.

12 “Notice and take down” rule

Users of the Marketplace or Seller Center can report legal violations of content to Telekom through a formal notice (hereinafter referred to as Notice). Upon receipt of a Notice, Telekom will promptly review the disputed content to determine whether it violates the Terms and Conditions of Use or applicable laws. During the review, access to the disputed content may be temporarily blocked. If it is determined that the content violates the Terms and Conditions of Use or applicable laws, we will immediately remove or block the content.

The user who posted the content will also be notified and given the opportunity to respond to the complaint.

The Notice must be sent to the following email address: service@open-telekom-cloud.com. It must include the following information:

1. A detailed description of the disputed content.
2. The URL or other identifying features of the content.
3. An explanation of why the content is considered unlawful, including a detailed justification and, where applicable, an indication of the rights that have been infringed, such as copyrights and trademark rights.
4. The Customer's contact details (name, address, email address).
5. In the case of a claim of infringement of one's own intellectual property rights: A sworn statement declaring that the information in the Notice is accurate and that the notifier is the legitimate owner of the intellectual property rights in question or is authorized to act on behalf of the rights owner.

The user whose content has been removed or blocked has the opportunity to contest the decision and demonstrate why the content is not unlawful. The objection must include the following information:

1. A detailed description of the content that has been removed or blocked.
2. The URL or other identifying features of the content.
3. An explanation of why the content is not unlawful, including a detailed justification and supporting evidence, if any.
4. The user's contact details (name, address, email address).
5. An affidavit that the information in the objection is correct.
6. Submission of the objection: The objection must be sent to the following email address: service@open-telekom-cloud.com
7. Review of the objection: Upon receipt of an objection, Telekom will promptly examine it and reach a final decision. The notifying party will be informed of the decision.

Disclaimer: Telekom accept no liability for user-posted content on the Cloud Marketplace. All claims or disputes concerning the content must be resolved directly between the reporter and the poster of the content. Telekom reserves the right to change this “Notice and take down” rule at any time.

List of abbreviations/glossary

| Term | | | Description |
|---------------------------------------|--------------|--|---|
| Open Telekom Cloud Marketplace | Cloud | | The Open Telekom Cloud Marketplace is a platform for acquiring solutions from other Open Telekom Cloud Customers for a fee. |
| Open Telekom Cloud Marketplace Center | Cloud Seller | | The portal for Sellers to manage Product Offerings to other Customers of the Open Telekom Cloud through the Open Telekom Cloud Marketplace. |
| Seller | | | An independent provider of software Product Offerings or services based on the Open Telekom Cloud, which offers these to other Customers of the Open Telekom Cloud through the “Open Telekom Cloud Marketplace” platform. |
| Product Offering | | | The Product Offering consists of a software Product Offering or service that is made available for use by Customers through the Open Telekom Cloud Marketplace. |
| EULA | | | End User License Agreement for software included in a Product Offering |
| as-a-Service | | | Describes a business model where services are delivered over the internet. These services are typically offered on a subscription basis and enable users to access specific features or software without the need to install or manage them locally. |
| Bring Your Own License (BYOL) | | | Bring Your Own License. Refers to a licensing model used in cloud computing. The aim of this model is to facilitate the reuse of existing software licenses in cloud, multi-cloud, or hybrid environments. |
| End of Life (EoL) | | | The Seller has decided to stop offering the product and to remove it from the Marketplace. With EOL, the definitions in the description “Removal of Product Offerings by the Seller” apply. Sellers can no longer offer a product with “EOL” status for sale, but Customers can continue to use it. |
| Helm chart | | | A Helm chart is a package format used in the Kubernetes environment to define, install, and manage applications and services. Helm is a package manager for Kubernetes. It is used in the Open Telekom Cloud via the Cloud Container Engine (CCE) service. |
| Unpublished | | | This is a temporary condition. The Product Offering is not displayed to the Customer. As soon as the first version is published, the status changes. |
| Published | | | In this status, the Product Offering will be displayed to Customers via the Marketplace and will be actively used. |
| License Type | | | The license type is the license option (open source, free, trial, or BYOL (Bring Your Own License)) for creating a Product Offering. |
| CCE | | | Corresponds to the Cloud Container Engine of the Open Telekom Cloud service |
| Service Type | | | Service type is the type of IaaS provided by OTC for creating the Product Offering (with the prerequisite for the CCE service type being the Helm chart of the product/service). |