Open Telekom Cloud Creating a Secure Connected World



Service Specifications & Additional Terms and Conditions

Open Telekom Cloud - Managed Services

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1 Introduction

With Open Telekom Cloud Managed Services, Telekom provides support services for the management of the customer's Open Telekom Cloud resources.

2 Service packages and portfolio catalog

The Open Telekom Cloud Managed Services are available in three service packages, each offering different components and varying levels of managed services. The three service packages are:

- 1. Managed Services Basic (Section <u>2.1</u>)
- 2. Managed Services Standard (Section 2.2)
- 3. Managed Services Advanced (Section 2.3)

In case of custom application operation or in case the number of services is more than 150, please see Section 2.4.

2.1 Managed Services Basic

The "Managed Service Basic" service package includes the following services:

Category	Service	Section
Essentials	24/7 support via the Open Telekom Cloud Service Desk	<u>3.1.1</u>
	Tenant management	3.1.3
	Storage management	3.1.4
	Network management	3.1.5
	User management	3.1.6
	Root cause analysis	3.1.7
	Backup and restore	3.1.9
	Upgrade and migration	3.1.10
	Custom maintenance periods	3.1.12
	Private image management	
Managed Operating systems Linux/ Windows	Managed Linux: RedHat, Ubuntu, Oracle Linux, CentOS Managed Windows: Windows Server 2016, 2019, 2022	<u>3.2</u>
Databases	MSSQL / MySQL / PostgreSQL on RDS	3.3

The maximum number of services (including databases and operating systems) is limited to twenty (20). This applies in addition to the basic services listed in the table, which are always included in the package.

Detailed information on the individual services is provided in the sections specified below.

2.2 Managed Services Standard

The "Managed Service Standard" service package includes the following services:

Category	Service	Section
Essentials	24/7 support via the Open Telekom Cloud Service Desk	3.1.1
	Consulting, architectural and design support	3.1.2
	Tenant management	3.1.3
	Storage management	3.1.4
	Network management	3.1.5
	User management	31.6
	Root cause analysis	3.1.7
	Grafana dashboard (Standard)	3.1.8
	Backup and restore	3.1.9
	Upgrade und migration	3.1.10
	Custom maintenance periods	3.1.11
	Private Image Management	3.1.12
	High availability	3.1.13
Operating systems and con-tainers	Managed Linux: RedHat, Ubuntu, Oracle Linux, CentOS Managed Windows: Server 2016, 2019, 2022	<u>3.2</u>
	Managed containers	3.2.2
Databases	MSSQL / MySQL / PostgreSQL via RDS, MSSQL, MySQL, Oracle, PostgreSQL	3.3
Application	Nginx	3.4.1
	Tomcat	3.4.2
	Apache	3.4.3
Firewall/VPN	Managed Firewall/VPN	3.4.4

The maximum number of services (including applications, databases, and operating systems) is limited to fifty (50). This applies in addition to the basic services listed in the table, which are always included in the package.

Detailed information on the individual services is provided in the sections specified below.

2.3 Managed Services Advanced

The "Managed Service Advanced" service package includes the following services:

Category	Service	Section
Essentials	24/7 support via the Open Telekom Cloud Service Desk	3.1.1
	Consulting, architectural and design support	3.1.2
	Tenant management	3.1.3
	Storage management	<u>3.1.4</u>
	Network management	<u>3.1.5</u>
	User management	<u>3.1.6</u>
	Root cause analysis	<u>3.1.7</u>
	Grafana dashboard (Custom)	<u>3.1.8</u>
	Backup and restore	<u>3.1.9</u>
	Upgrade and migration	<u>3.1.10</u>
	Custom maintenance periods	<u>3.1.11</u>
	Private image management	3.1.12
	High availability	<u>3.1.13</u>
Operating systems and con-tainers	Managed Linux: RedHat, Ubuntu, Oracle Linux, CentOS, Managed Managed Windows Server 2016, 2019, 2022	3.2
	Managed containers	<u>3.2.2</u>
Databases	MSSQL / MySQL / PostgreSQL on RDS, MSSQL, MySQL, Oracle, PostgreSQL	3.3
Application	Nginx	<u>3.4.1</u>
	Tomcat	3.4.2
	Apache	<u>3.4.3</u>
Firewall/VPN	Managed Firewall/VPN	3.4.4

The maximum number of services (including applications, databases, and operating systems) is not limited. This applies in addition to the basic services listed in the table, which are always in-cluded in the package.

Detailed information on the individual services is provided in the sections specified below.

If the number of services is higher than 150, OTC Managed Services offers custom pricing. For details please see Section <u>2.4</u>.

2.4 Custom pricing, custom application operation and additional service requests

Custom pricing is applicable under the following circumstances:

- if the number of services requested exceeds 150; and/or
- a request is made for custom application operation; and/or
- a request is made for additional services beyond those outlined herein.

In these cases, a separate contract will be executed that comprehensively details the requested services. Be advised that additional costs may be incurred for the assessment, contingent upon the complexity of the request and the required efforts to define its specifications.

Inquiries should be directed to the contact details of the Open Telekom Cloud Services Desk.

2.4.1 Number of services exceeds 150

Custom pricing shall be determined following a thorough assessment of the business case. This assessment will encompass the evaluation of service scope, operational requirements, and resource needs. Custom pricing models will be developed and finalized in consultation with the customer, ensuring alignment with their business objectives.

2.4.2 Custom application operation

OTC Managed Services provides support for customerspecific applications. To facilitate the development of pricing and the evaluation of the business case, the following documentation is required:

- Comprehensive application documentation
- Detailed infrastructure design documentation
- Complete knowledge transfer documentation
- Documentation of handover from previous support providers

2.4.3 Requests on further services

OTC Managed Services offers an assessment for additional services not specified within this service description document. Custom pricing will be applied for these services.

Each request will be evaluated individually, and upon acceptance, the additional services must be documented in details within a separate contract.

3 Services provided by Telekom

3.1 Essentials

Telekom provides the services described in the subsections for the basic services listed in section $\underline{2}$.

3.1.1 24/7 support via the Open Telekom Cloud Service Desk

Open Telekom Cloud Service Desk serves as the central point of contact for inquiries and issues related to managed services, as well as requests for optional services and service adjustments. Customer Support is accessible to our customers during the specified service hours, as outlined in the Open Telekom Cloud service specifications:

Service	Property
Hotline availability	24/7
Language	German, English
Provision of services	EU
Contact method	Contact info
Contact method Email	Contact info service@ope n-telekom- cloud.com
	service@ope n-telekom-

Upon receiving a report, Telekom creates a ticket, categorizes it, and processes it. The email must clearly indicate the reference to OTC Managed Services. Telekom classifies and processes the customer's report in accordance with the following criticality levels:

- Critical events: processed 24/7 (CET/CEST)
- Non-critical events: processed Monday through Friday, 8:00 a.m. to 5:00 p.m. (CET/CEST)
- Support requests: processed Monday through Friday, 8:00 a.m. to 5:00 p.m. (CET/CEST)

Critical events are incidents that have an impact on the availability of an Open Telekom Cloud component. All other events are non-critical. Support requests include quota adjustments and general inquiries about the Open Telekom Cloud.

3.1.2 Consulting, architectural and design support

Consulting, architectural and design support are available in the Standard and Advanced package. When ordering the service our OTC Certified architects will assist the customer for making changes to the architecture and design of the original landscape. This includes recommendations to help to design and operate a cloud landscape regarding security, privacy, reliability, cost optimization or performance optimization based on the requirements of the customer and the given services of Open Telekom Cloud. The consulting, architectural and design support can be ordered during the onboarding phase, or it can be ordered separately via submitting a request through the Open Telekom Cloud Service Desk. In the latter case an Open Telekom Cloud Managed Services Architect will be assigned to the request within ten (10) working days. Ordering it separately after the customer project was onboarded in Basic package will cause the package change to Standard or Advanced based on the number of machines.

3.1.3 Tenantmanagement

Telekom implements and maintains the system environment documented in the collaborative, initial onboarding process based on the functional components of the Open Telekom Cloud. This is a basic service that Telekom provides for managed services. Telekom shall perform the following services:

- 1. Management and assignment of IP addresses to instances of the Open Telekom Cloud
- 2. Configuration of the necessary Open Telekom Cloud infrastructure components, such as load balancers, configuration of identity and access management (IAM groups, policies, and roles), establishment and maintenance of a technical connection between the customer's tenant and the central management environment of the managed services
- 3. Configuration and monitoring of quotas
- 4. Configuration and maintenance of subnets
- 5. Configuration of accesses

Tenant management also includes the following services:

- 1. Coordination of changes and updates, as well as support and maintenance activities
- 2. Coordination of incident and problem management processes
- 3. Handling of prioritizations and escalations
- 4. Review and adaptation of customer-specific documentation
- 5. Identification and implementation of updates or configuration changes

3.1.4 Storage management

Telekom monitors the storage allocated to tenants. Growth trends and maximum capacity are analyzed. The storage utilization of disk(s) per virtual machine is checked. In the event of disruptions or negative growth trends, Telekom will inform the customer and initiate troubleshooting measures.

3.1.5 Network management

Telekom sets up subnets within a virtual private cloud based on customer specifications once and manages the configuration and access rights. After setup, the subnets are handed over to the customer's designated contact person.

3.1.6 User management

Telekom will make changes to user management on request within a reasonable processing time. This includes:

- Creating or deleting a user
- Creating or deleting a user group
- Setting up or revoking authorizations for users or user groups
- Assigning users to user groups
- Resetting passwords
- Activating or deactivating access
- Changing general profile information

3.1.7 Root cause analysis

Following an incident report, the customer has the right to request a root cause analysis from Telekom. The analysis includes an examination of all services on the platform affected by the incident. The applications operated by the customer are excluded from the analysis.

3.1.8 Grafana dashboard

The Standard and Advanced packages include a Grafana dashboard to which the customer will be given access. This dashboard displays real-time data from the operation of the Open Telekom Cloud for the customer's tenant. In the Standard package, the dashboard comes preconfigured with standard key figures. In the Advanced package, customers have the option to define their desired key metrics themselves.

The dashboard is only available for the platform data. If additional application data is to be included, this must be individually requested from Telekom.

3.1.9 Backup & restore

Telekom creates backups of Elastic Cloud Servers using the Cloud Server Backup service of the Open Telekom Cloud. This is an integrated service that creates a complete copy of the virtual instances including all connected storage on the customer's tenant.

The standard backup policy provides for the following time windows:

- A full backup of the operating system instances is made every Friday from 9:00 p.m. (CET). The last 10 backup copies are stored.
- Monthly backups are retained for 36 months for long-term archiving. The first backup copy of each month is archived.

• Backups for Cloud Container Engine are available upon request.

3.1.10 Upgrade and Migration

Telekom advises customers on decisions regarding changes and migrations of flavors, operating systems, and applications. If a change is requested, Telekom will support the customer in implementing the changes on based on a separate proposal and after coordinating the scope.

3.1.11 Custom maintenance periods

If Telekom's maintenance periods do not meet the customer's requirements, the customer can request maintenance periods. Telekom will review this request. A deviating maintenance period only becomes binding after written confirmation by Telekom. In this case, maintenance is carried out at the customer's request.

It is also possible to request maintenance intervals shorter than quarterly. In such cases, the customer must provide the desired schedule together with the request. This schedule becomes binding only after written confirmation from Telekom.

3.1.12 Private image management

Within the framework of private image management, the Open Telekom Cloud Managed Service provides the following services for all operating systems of the public images that can be ordered via the Open Telekom Cloud platform:

- Creation of private OS images based on public images or the customer's own images for exclusive use on the Open Telekom Cloud
- Telekom performs the customer's update and modification requests for the private image once a month.
- In the event of necessary security updates following notification from the respective manufacturer, Telekom will carry out emergency maintenance work. Updates can also be made upon customer request.
- Provision of a managed operating system based on the private image created
- Transfer of private images between different tenants of the customer
- Decommissioning of existing images

Telekom is entitled to take private images out of operation twelve months after announcement. Telekom deletes the private image from the image database and deletes all instances and the customer data stored on them. Telekom does not back up the data. The customer consults with the Open Telekom Cloud Service Desk on the data backup no later than one month before the private image is taken out of service.

3.1.13 High availability

Telekom offers two configuration options for high availability:

- Active-Passive configuration: Two servers are configured, with one serving as the active server and the other as the passive server. If the active server fails, the passive server takes over.
- Active-Active configuration: In this variant, both servers work simultaneously.

3.2 Operating systems and containers

3.2.1 Managed Linux / Managed Windows

Telekom provides the following services for operating systems (Linux and Windows) of the Image Management Service (IMS) of the Open Telekom Cloud:

- 1. Telekom installs and configures the operating system as a hardened shared image. This version includes additional services that facilitate integration into the existing monitoring and reporting infrastructure of the managed services.
- 2. Telekom starts and stops systems and sets up environment variables based on the customer's specifications.
- 3. The operating systems are patched and updated in consultation with the customer (this does not include updates to new major versions). If an update becomes necessary, the customer will be notified.
- 4. Additional changes can be requested by the customer with a lead time of four (4) working days.

3.2.2 Managed Containers

Managed Containers includes the management of the Open Telekom Cloud Services Cloud Container Engine (CCE). Telekom assumes responsibility for the consulting, design, setup, and operation of the cluster(s). Telekom also handles authentication, monitoring, log management, and configuration management of the respective CCE cluster down to container level.

Managed CCE service scales with nodes based on customer specifications. Access rights are managed on request. Telekom troubleshoots the cluster and service components in the event of malfunctions related to the managed cluster(s) and provides proactive recommendations to improve cluster utilization and stability.

3.3 Databases

Telekom provides managed database management systems (DBMS).

Telekom installs and configures a managed DBMS on an ECS instance of the customer. The DBMS is started and stopped according to customer specifications. The DBMS is patched and updated in consultation with the customer (this does not include updates to new major versions).

Telekom troubleshoots the DBMS in the event of a fault. This includes faults that are directly attributable to the DBMS. Faults at application level, such as faulty referential integrity or faulty SQL scripts, are not covered by the general fault clearance service.

The DBMS are offered for MSSQL, MySQL, and PostgreSQL on RDS. Telekom offers MSSQL, MySQL, and Oracle as stand-alone solutions. The customer must provide their own license for Oracle.

3.4 Applications

Telekom offers additional managed middleware components as an extension to the PaaS services of the Open Telekom Cloud.

Telekom installs and configures a managed middleware component on an ECS instance of the customer and establishes a connection with the monitoring infrastructure of the managed services. The middleware components are started and stopped in accordance with customer requirements. Environment parameters can be adapted, provided they are compatible with Telekom's security policies. The middleware components are patched and updated in consultation with the customer (this does not include updates to new major versions).

Telekom will address issues with middleware components in the event of a fault. Faults at the application level (e.g., fault 500) or originating from it (e.g., memory faults) are not covered under the general fault clearance service (see Section <u>6.1</u>).

3.4.1 Nginx

Nginx is open source software that is released under the BSD license and includes a web server, reverse proxy, and email proxy.

3.4.2 Tomcat

Apache Tomcat is an open source application server and servlet container that implements the specification for Jakarta Servlets and Jakarta Server Pages and thus allows web applications written in Java to be executed on a servlet or JSP basis.

3.4.3 Apache

The Apache HTTP Server is an open source and free product of the Apache Software Foundation and one of the most widely used web servers on the internet.

3.4.4 Managed Firewall and VPN

The managed firewall service is an open source solution based on pfSense, which provides enhanced network security for the customer's environment on the Open Telekom Cloud. This solution creates secure VPN tunnels for private connectivity and implement advanced traffic filtering to protect and control access to their services.

The features of the managed service are:

- intrusion prevention
- content filtering
- custom rule configuration
- comprehensive monitoring to ensure optimal performance and proactive issue resolution
- integrated HTTP proxy for enhanced traffic management and content control

4 Service Delivery and Operation

4.1 Initial provision

On the basis of a questionnaire, Telekom conducts an onboarding workshop with the customer to obtain information for the configuration of managed services. The workshop can take place either on site at the customer's premises or online via video conference. If the customer opts for the on-site workshop, Telekom will charge the customer for travel expenses.

Following the onboarding workshop, Telekom will set up the managed services on the tenant environment assigned to it by the customer, using a dedicated subnet or VPC, and configure the customer's tenant as outlined in the onboarding workshop. The monthly prices derived from the price list then apply.

Telekom appoints a technical contact for the provision of managed services to the customer and informs the customer by email as soon as the provision has been completed. The service is deemed provided upon transmission of this email, but at the latest when the services are used.

4.2 Operation

The Open Telekom Cloud Managed Services are based on the Open Telekom platform. Therefore, the service specifications for the Open Telekom Cloud apply, unless there are specific provisions to the contrary.

Standard lead time for customer requests and changes is maximum four (4) working days.

4.3 Service Quality

In the event of an incident, the following times apply:

Classification	Description	Resolution time or escalation time	Applicability
Incident	Complete failure of an application and/or complete failure of a defined critical application, resulting in	2 hours	24/7
	the unavailability of the application to more than 50 % of end users or a performance degradation.		
	Application is unavailable for 5% to 50% of customers or has performance issues that severely impact business continuity.	3 hours	
	The application has performance issues for up to 5 % of customers, resulting in a loss of technical (non- business) functionality	2 working days	9:00 a.m 5:00 p.m.
	All main areas of the application are operational. Only a minor error has occurred, typically affecting a single user; technical queries	5 working days or during the next maintenance cycle	
Problem	Telekom provides an RCA at the customer's request.	7 working days from the date of written receipt	
	relexin provides an reveal the desconter sincipals.		
	relexin provides an reveal the desconter sincipals.		
Term		Description	
	Service availability is calculated as follows: ((Total service minutes) - Total downtime minutes) / Total serv Availability excludes incidents, downtime, and problems attributable to cus-tomers, their users, or their a	Description ice minutes gents. Availability excludes downtime for hardware, data network, WAN, data cen-ter, and OTC	
Term	Service availability is calculated as follows: ((Total service minutes) - Total downtime minutes) / Total serv	Description ice minutes gents. Availability excludes downtime for hardware, data network, WAN, data cen-ter, and OTC	
Term Availability Downtime	Service availability is calculated as follows: ((Total service minutes) - Total downtime minutes) / Total serv Availability excludes incidents, downtime, and problems attributable to cus-tomers, their users, or their a Complete unavailability of the service. Availability is calculated for the application service. All platform-re	Description ice minutes gents. Availability excludes downtime for hardware, data network, WAN, data cen-ter, and OTC lated downtimes are not part of the agreement, as these are covered by the platform agreement	
Term Availability Downtime Response time	Service availability is calculated as follows: ((Total service minutes) - Total downtime minutes) / Total serv Availability excludes incidents, downtime, and problems attributable to cus-tomers, their users, or their a Complete unavailability of the service. Availability is calculated for the application service. All platform-re influences (such as DDoS attack) are not included in the scope of the agreement.	Description ice minutes gents. Availability excludes downtime for hardware, data network, WAN, data cen-ter, and OTC lated downtimes are not part of the agreement, as these are covered by the platform agreemen eshooting work	t. Downtimes due to external
Term Availability	Service availability is calculated as follows: ((Total service minutes) - Total downtime minutes) / Total serv Availability excludes incidents, downtime, and problems attributable to cus-tomers, their users, or their a Complete unavailability of the service. Availability is calculated for the application service. All platform-re influences (such as DDoS attack) are not included in the scope of the agreement. Maximum period of time between the receipt of the incident report and the commencement of the troub	Description ice minutes gents. Availability excludes downtime for hardware, data network, WAN, data cen-ter, and OTC lated downtimes are not part of the agreement, as these are covered by the platform agreemen eshooting work ed as the time between when the custom-er initially reports a failure and when the problem is.	t. Downtimes due to external actually resolved. A
Term Availability Downtime Response time	Service availability is calculated as follows: ((Total service minutes) - Total downtime minutes) / Total serv Availability excludes incidents, downtime, and problems attributable to cus-tomers, their users, or their a Complete unavailability of the service. Availability is calculated for the application service. All platform-re influences (such as DDoS attack) are not included in the scope of the agreement. Maximum period of time between the receipt of the incident report and the commencement of the troub Time difference between the start of the problem and the end of the problem. The resolution time is define	Description ice minutes gents. Availability excludes downtime for hardware, data network, WAN, data cen-ter, and OTC lated downtimes are not part of the agreement, as these are covered by the platform agreement eshooting work. red as the time between when the custom-er initially reports a failure and when the problem is. me only applies to the agreed technical level described in the service specifications. If the issue	t. Downtimes due to external actually resolved. A e cannot be solved through
Term Availability Downtime Response time	Service availability is calculated as follows: ((Total service minutes) - Total downtime minutes) / Total serv Availability excludes incidents, downtime, and problems attributable to cus-tomers, their users, or their a Complete unavailability of the service. Availability is calculated for the application service. All platform-re influences (such as DDoS attack) are not included in the scope of the agreement. Maximum period of time between the receipt of the incident report and the commencement of the troub Time difference between the start of the problem and the end of the problem. The resolution time is defin workaround counts as a solution. "Long time resolution" is not part of the resolution time. The resolution	Description ice minutes gents. Availability excludes downtime for hardware, data network, WAN, data cen-ter, and OTC lated downtimes are not part of the agreement, as these are covered by the platform agreement eshooting work. red as the time between when the custom-er initially reports a failure and when the problem is. me only applies to the agreed technical level described in the service specifications. If the issue	t. Downtimes due to external actually resolved. A e cannot be solved through
Term Availability Downtime Response time	Service availability is calculated as follows: ((Total service minutes) - Total downtime minutes) / Total serv Availability excludes incidents, downtime, and problems attributable to cus-tomers, their users, or their a Complete unavailability of the service. Availability is calculated for the application service. All platform-re influences (such as DDoS attack) are not included in the scope of the agreement. Maximum period of time between the receipt of the incident report and the commencement of the troub Time difference between the start of the problem and the end of the problem. The resolution time is define workaround counts as a solution. "Long time resolution" is not part of the resolution time. The resolution these measures, Telekow will notify the customer hotine within the resolution time is measured.	Description ice minutes gents. Availability excludes downtime for hardware, data network, WAN, data cen-ter, and OTC lated downtimes are not part of the agreement, as these are covered by the platform agreement eshooting work de as the time between when the custom-er initially reports a failure and when the problem is- ime only applies to the agreed technical level described in the service specifications. If the issue, t, Telekom is no longer responsible for resolving the issue, but will continue to actively support	t. Downtimes due to external actually resolved. A e cannot be solved through

Telekom will reimburse the customer for the following service credits under the following conditions:

- 1. Non-compliance with the availability has been confirmed by Telekom.
- 2. Telekom is exclusively responsible for the non-compliance with the agreed availability.
- 3. The service credits are claimed by the customer in accordance with the specified process.
- 4. The amount of the service credit for the respective billing period is at least EUR 1.00.

5. The customer has submitted a corresponding incident report via a ticket.

Service credits in the event of a breach of high availability:

Service Credit	Condition
The customer is entitled to claim a 10 % discount on the actual monthly operating fee	If the monthly availability of the operating system or a single instance application falls below 99.50 %
	If the monthly availability of the high availability ap-plication falls below 99.95 %

Service credits will only be offset against future charges payable by the customer for the tenant concerned. Where payments are made upfront, the service credits will be refunded to the customer's designated payment method. Service credits do not entitle the customer to claim back charges already paid. This refund policy is final. The availability of the service affected can be viewed in the monthly availability report.

4.4 Excused events

Service interruptions based on one of the following events are not considered downtime and are not taken into account in the calculation of availability:

- The Open Telekom Cloud is not available.
- Incidents, downtimes, and problems that are attributable to the customer or the customer's users or representatives.
- Downtimes that can be traced back to third-party action (e.g., DDoS attack)
- Maintenance

4.5 Maintenance activities

If there is a risk of considerable damage (such as a security or downtime risk) to the customer's systems, the existing security gaps are eliminated as part of emergency maintenance work. This takes priority over all other specifications for maintenance work and service levels for the affected service.

All other patches and updates will be installed within 12 months of their release by the manufacturer, in accordance with the time frame specified in the onboarding workshop.

Should this maintenance work result in service disruptions, Telekom will notify the customer in advance. Telekom strives to keep impairments caused by maintenance work to a minimum. Downtimes caused by maintenance work will not be taken into account in the availability calculation.

The maintenance regulations of the Open Telekom Cloud platform remain unaffected by this.

4.6 Place of performance

Telekom provides its services within the European Union.

5 Changes

5.1 Changes made by Telekom

5.1.1 General changes

If Telekom intends to amend the legal terms and conditions of these Service Specifications, the services, or prices, the customer will be informed of these amendments in text form by email at least six weeks before they become effective. Any communication is sent to the commercial contact person registered with us. The amendments shall 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. Changes in favor of the customer
- 2. Price increases, changes to the legal conditions, and not just insignificant changes to the services to the disadvantage of the customer. This does not apply if the customer terminates the service in text form without observing a notice period at that time. The customer's right of termination will be expressly referred to in the notification about the amendments.

5.1.2 Changes contingent on the Open Telekom Cloud

- 1. All services of Open Telekom Cloud Managed Services are based on the features of the Open Telekom Cloud platform. If modifications are made to the Open Telekom Cloud platform and/or individual features are no longer available, these changes must also be implemented for the Open Telekom Cloud Managed Services.
- 2. Telekom will inform the customer of any upcoming changes. Telekom is entitled to update or discontinue the affected service six weeks after announcement. If the service is discontinued, Telekom will delete the customer's data concerned. Telekom does not back up the data.
- 3. The customer is obliged to carefully examine the effects of the changes and, if necessary, to coordinate with Telekom's Customer Support in good time to develop alternative solutions or back up their data.

5.2 Changes made by the customer

- 1. Change request procedure
- 2. Contract amendments at the request of the customer are processed according to the change request procedure. The change request procedure will be applied in the event of adjustments to the agreed services with regard to content, scope, and quality, as well as adjustments to the time, place, or manner in which the services are provided.
- 3. Processes of the contract amendment procedure

- 1. Written change request from the customer
- 2. Evaluation of the change request by Telekom
- 3. Joint change planning and coordination
- 4. Preparation of documents for the change agreement by Telekom
- 5. Signing of the change agreement by both parties
- 6. Introduction of the change into the ongoing service provision
- 5. Evaluation of the change request
- 6. Telekom will review and evaluate the customer's change request. If extensive review of the change request is required, Telekom will inform the customer by when it will complete the review. Telekom reserves the right to offer and invoice separately the time and effort required for extensive reviews of change requests.
- 7. Decision on the change request
- 8. A binding agreement on a contract amendment will only come into force when an agreement has been reached on all points of a change request. Telekom is entitled to deviate from the requirement for the written form in individual cases and to agree changes via email, for example. Telekom is not obligated to conclude a change agreement, particularly if the expected impact on the service performance is substantial. Tel- ekom is not obligated to implement the changes prior to the conclusion of the change agreement.

5.3 Configuration changes at the customer's request

The standard prices for managed instances and services do not include configuration changes. Customers can request and order configuration changes through the Open Telekom Cloud Service Desk (this does not have to be in writing). The contract amendment procedure can be simplified in deviation from Item 5.2, the fulfillment of the requirements of Item 5.2 letter 4) and 5) are only necessary if price adjustments are made due to the amendment.

A change within the meaning of this Section <u>5.2</u> is defined as a change or extension of an existing specification, product, or service. Examples of a change include modifying a configuration parameter or adding a new user account. Introducing a new service or altering the architecture of a system landscape is not considered a change and requires a separate order.

6 Cooperation to be provided by the customer

The customer undertakes to cooperate to ensure provision of the required services; in particular, the customer must meet the following obligations free-of-charge, on-time, and to the required extent:

6.1 General duties to cooperate

- The customer declares that they agree to exchange unencrypted information by email and will always provide a current email address. The customer is aware that information essential for the provision of services, such as access data, notification of changes to the services and legal conditions, as well as invoices, will be sent exclusively by email.
- The customer will provide Telekom with all necessary information, in particular the following:
 - Installation materials and instructions
 - Software dependencies
 - Qualified contact person with decision-making powers, including contact details and designated deputy
 - Completed onboarding questionnaire
 - Capacity changes
 - Criticality list covering managed systems, data, and applications for support purposes
 - Email address and/or mobile phone numbers for the SMN service
 - Any information that might impact Telekom's service delivery
- The customer affirms that all their details are complete and correct and that they are entitled to provide the corresponding details. They will always keep their details up to date.
- The customer is responsible for checking and complying with any and all legal provisions, laws, regulations, and industry-specific provisions that are relevant and applicable in connection with the use of the service. In particular, this also includes compliance with non-disclosure obligations, for example those resulting from a professional activity.
- The customer must provide a tenant environment with dedicated subnet or VPC exclusively for hosting managed services for the term of the agreed services and grant Telekom unrestricted administrator rights to this environment in order to ensure the separation of spheres of responsibility.
- The customer will provide the necessary resources on the Open Telekom Cloud platform in particular storage, computing power, network, and application for the term of the agreed services. The customer is responsible for providing sufficient resources for their managed virtual machines and will order necessary capacity expansions in good time.
- The customer is obliged to use and follow the Open Telekom Cloud customer support process. The

customer must support this process and provide all necessary data and information in a clear and understandable manner so that Telekom is able to identify and resolve problems that may fall within its remit. In order to ensure the correct allocation, the customer must state at the initial contact that the services are Managed Services.

- The customer is obliged to keep passwords and access data secret, to disclose them to authorized third parties only, or to protect them from access and change them when necessary. The customer will inform Telekom without delay of any suspected disclosure to non-authorized third parties.
- The customer is responsible for providing and authorizing the domain and for issuing a server certificate for customer-specific services and any associated domains.
- The customer is obliged to cooperate in the creation/adaptation of the operating concept (including backup/recovery/monitoring/security/patching).
- The customer agrees that Telekom may create a trace for logging user activities in the managed tenant, which is stored in a private object storage bucket in the Telekom tenant and to which Telekom has exclusive access.
- The customer must provide all necessary usage rights and software licenses (including updates or upgrades) for service provision unless these have to be provided by Telekom on the basis of a written agreement. This applies in particular to the use of the custom-er's own images.
- For software provided by the customer, the customer provides manufacturer support (e.g., by upholding maintenance agreements) and providing Customer Service with the details of a point of contact.
- The customer is prohibited from changing the network and security rules, defined managed services, and created traces defined by Telekom.
- The customer is prohibited from changing, disabling, or deleting the IAM resources with the prefix "Telekom_" and/or creating their own IAM guidelines, roles, or groups with the prefix "Telekom_".
- The customer must provide their own license for the use of the database management system with Oracle.
- The customer will inform Telekom in writing without delay if it proves impossible for the customer to fulfill one of the agreed duties to cooperate.
- The customer must check and approve maintenance work that has an impact on service availability or costs. Telekom will inform the customer of any planned changes by email.
- Service Credits:
 - The customer is obliged to follow the process below when requesting service credits:
 - The customer will send an email to Invoice.OpenTelekomCloud@telekom.de with the following minimum content:
 - The email contains the term "SLA Credit Request" in the subject line.

The email contains information on the affected services and the affected tenants together with the resource IDs of the ECS / EVS / OBS.

• The service credits must be claimed at the latest by the end of the second month after the month in which the availability was not met (or at the end of the Enterprise Support Agreement, whichever comes first).

6.2 Duties to cooperate during provisioning

- The customer will take part in the onboarding workshop on the date set by Telekom.
- The customer will support Telekom in answering the questionnaire and ensure that the information provided is correct and complete.
- If necessary, the customer will provide a suitable meeting room and the necessary work equipment.
- The customer must provide integration information for the IAM and enable identity federation or identity integration for managed services.
- The customer must provide all necessary information and certificates to allow Telekom access via a secure connection.
- If the customer uses the Hybrid Open Telekom Cloud, they must provide Telekom with a sufficiently dimensioned remote access to their on-premise services.

7 Minimum term / cancellation

- The minimum term of the Managed Service in the standard price is 3 (three) months and begins upon provision. The service may be terminated with a notice period of 8 (eight) weeks with effect from the end of the minimum contract term for the first time. Otherwise, the respective minimum term will be extended automatically by three months and may then be terminated in writing by giving at least 8 (eight) weeks' notice with effect from the end of the relevant renewal term.
- 2. Optional components can be added by agreement with Telekom even during the minimum contract term.
- 3. The minimum term of the Managed Service in the Reserved Model is determined by the order (12, 24 months) and begins upon provision of the service. The service may be terminated with a notice period of 8 (eight) weeks with effect from the end of the minimum contract term for the first time. Otherwise, the respective minimum term will be extended automatically by initially ordered minimum contract term and may then be terminated in writing by giving at least 8 (eight) weeks' notice with effect from the end of the relevant renewal term.
- 4. All terminations must be sent by email to service@open-telekom-cloud.com, stating the contract number.
- 5. Upon the conclusion of all Managed Services, the customer's entitlement to support in the operational management of their Open Telekom Cloud infrastructure and resources will end. At the time of termination, the tenants will be transferred to the customer and all monitoring activities will be discontinued.

8 Prices

8.1 Method for calculating charges

- Telekom will bill the customer on a monthly basis.
- The charges are calculated monthly per service in accordance with the price list.
- The obligation to pay charges begins on the day the respective service is first provided.
- All prices are exclusive of taxes and duties applicable at the time of delivery and performance.
- The costs for the initial and/or subsequent provision of services will be billed individually on a time and materials basis.

8.2 Price tables

All prices are monthly.

Name	Price in € per month	price 12 months reserved in €	price 24 months reserved in €
Base Basic	528.00	517.00	501.00
Base Standard	989.00	969.00	939.00
Base Custom	1,662.00	1,628.00	1,579.00

Name	Price in € per month	price 12 months reserved in €	price 24 months reserved in €
managed OS Linux	105.00	102.00	99.00
managed OS Windows	105.00	102.00	99.00

Name	Price in € per month	price 12 months reserved in €	price 24 months reserved in €
CCE Cluster small	439.00	430.00	417.00
CCE Cluster small HA	659.00	645.00	626.00
CCE Cluster medium	878.00	861.00	834.00
CCE Cluster medium HA	1,317.00	1,291.00	1,251.00
CCE Cluster large	1,756.00	1,721.00	1,669.00
CCE Cluster large HA	2,635.00	2,582.00	2,503.00

Name	Price in € per month	price 12 months reserved in €	price 24 months reserved in €
Apache	108.00	106.00	103.00
Tomcat	108.00	106.00	103.00
GlusterFS	108.00	106.00	103.00
Nginx	108.00	106.00	103.00
Firewall and VPN	178.35	174.78	169.43

Name	Price in € per month	price 12 months reserved in €	price 24 months reserved in €
RDS MSSQL	113.00	111.00	108.00
Custom MSSQL	226.00	222.00	215.00
RDS MySQL	63.00	61.00	60.00
Custom MySQL	125.00	123.00	119.00
Custom Oracle DB	226.00	222.00	215.00
RDS Postgre SQL	63.00	61.00	60.00
Custom MSSQL license standard	162.00	n.a.	n.a.
Custom MSSQL license enterprise	609.00	n.a.	n.a.

List of abbreviations/glossary

Term	Description
API	Application Programming Interface – typically used for automatic control and/or integration in higher-level orchestration
Working day	Monday through Friday between 9:00 a.m. and 5:00 p.m. (UTC +1:00), excluding public holidays
DBMS	Database management systems
DDoS	Distributed Denial of Service
DNS	Domain Name Service
DNS record	Record of a Domain Name Service zone
DNS zone	Part of a domain hierarchy that is managed by a name server
ECS	Elastic Cloud Server
ELB	Elastic Load Balancer
EVS	Elastic Volume Service
Flavor	Synonym for an Elastic Cloud Server type
GB	Gigabyte
Gbit/s	Gigabits per second
НА	High availability
HTTP	HyperText Transfer Protocol
HTTPS	HyperText Transfer Protocol Secure
1/0	Input/Output
laaS	Infrastructure as a Service
IAM	Identity and Access Management
IMS	Image Management Service
IP	Internet Protokoll
Managed OS	Managed Operating System
MB	Megabyte
Mbit/s	Megabits per second
CET/CEST	Central European Time/Central European Summer Time
MFA	Multi-Factor Authentication
OS	Operating system
OBS	Object Storage Service
OTC	Open Telekom Cloud
PaaS	Platform as a Service
РВ	Petabyte
PSA	Privacy and Security Assessment - https:// www.telekom.com/ en/ corporate- responsibility/ data- protectiondata- security/ security/ security/ privacy- and- security-assessment-process-358312
RDS	Relational Database Service
RHEL	Red Hat Enterprise Linux

Term	Description
SMN Service	Simple Message Notification Service
SMTP	Simple Mail Transfer Protocol
ТВ	Terabyte
VM	Virtual Machine
VPC	Virtual Private Cloud
VPN	Virtual Private Network (typically via IPsec and Site2Site scenario) – enables secure communication via insecure connection paths such as the internet
AZ	Availability zone