



Service Description & Additional Conditions

DEVOPS-AS-A-SERVICE

Last Update: 07/23/2020

Version: 1.5.4 - BYOL -

Imprint

Publisher

T-Systems International GmbH**Hahnstraße 43d****60528 Frankfurt am Main****WEEE-Reg.-Nr. DE50335567****hereafter referenced as „Telekom”**www.t-systems.de/pflichtangaben/**Copyright**

© 2020 All rights reserved, including those of reprint, electronic or photo-mechanical copy and evaluation by means of electronic data processing procedures.

TABLE OF CONTENTS

1	Introduction	5
2	Functions	5
2.1	DevOps Features.....	5
2.2	Application Catalogue	5
2.3	Self Service Portal and User Management	5
2.4	Architecture	6
2.5	Technical Attributes	6
3	Telekom Services	7
3.1	Provisioning	7
3.2	Operation.....	7
3.2.1	Place of Performance of the Service	7
3.2.2	Operation Times	7
3.2.3	Operation and Support Services	8
3.2.4	Maintenance Work.....	9
3.2.5	Service Delivery Point.....	9
3.2.6	Service Quality.....	10
3.2.7	Use Rights, Licenses	10
3.3	Unilateral Changes in Services	11
3.4	Optional Services.....	11
3.4.1	Extended Operation Services	11
3.4.2	Try-and-Buy Option.....	11
3.4.3	Consulting Package	12
3.4.4	Individual user packages	12
4	Duty of Cooperation of the Customer	12
4.1	General Cooperation Duties.....	12
4.2	Cooperation Duties within Operation.....	14
4.3	Cooperation Duties on Termination of the Service	14
5	Minimum Contract Term/Cancellation	14
5.1	Minimum Contract Term and Cancellation	14
5.2	Change of User Package	15
5.3	Termination.....	15
6	Price List / Commercial Conditions	15
6.1	Method of Fee Calculation	15
6.2	User Packages and Prices.....	15
6.3	Prices for Additional Resources	15

6.4 Prices for Additional Operation Services 16

7 Glossary / Abbreviations..... 17

1 INTRODUCTION

DevOps-as-a-Service is a DevOps tool environment for container-based software development. The customer gets access to the following DevOps features via a self-service Web application (as SaaS).

2 FUNCTIONS

2.1 DevOps Features

Telekom provides the customer with the following DevOps features within a tool environment. Telekom is free to decide which software tools in which version are used to implement the DevOps features. The current status of DevOps features and software tools is shown below:

DevOps Feature	Software Tools
Issue Tracking / Agile Boards	Jira Software
Collaboration / Documentation	Confluence
Source Code Management	Bitbucket
Continuous Integration / Delivery	Jenkins with Blue Ocean
Artifact Repository / Docker Registry	Nexus Repository OSS
Container Management	Rancher

Telekom will inform the customer of changes to the software tools by e-mail.

2.2 Application Catalogue

As part of the DevOps Container Management feature, Telekom provides a defined application catalog consisting of one or more Docker containers with configuration aids.

The customer can install and operate the applications contained in his own target environment.

The current content of the catalog can be viewed via the DevOps Container Management feature.

By using the applications provided in the catalogue, the customer accepts the terms of use of the respective software manufacturer as displayed in the catalogue. The installation constitutes a separate agreement between the user and the respective manufacturer according to the respective terms of use

The catalogue is regularly updated by Telekom. This means that existing images are updated or omitted or new images can be added.

2.3 Self Service Portal and User Management

The customer receives access to the central user management and the individual DevOps features via the self-service portal.

The central user management offers the customer the following features as self-service:

- Creation and deletion of projects
 - The number of projects per customer is limited to the number of contractually agreed users.
- Creation, modification and deletion of user accounts within the scope of the booked user package
- Password management
- Assignment of users to projects
- Assignment of users to roles in projects

The defined roles have graduated privileges to use and configure the software tools.

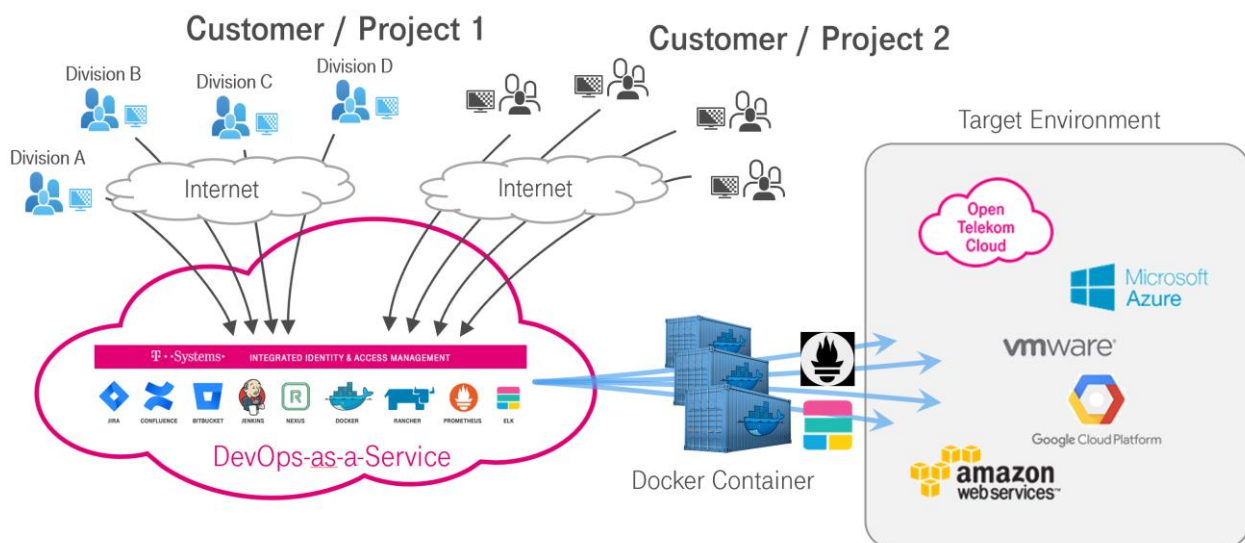
Through the central user directory, all users can log in with their account on all tools with the same user name / password.

User names must be created in the form of user e-mail addresses.

A user account from the booked user package is reserved for system administration and the implementation of service requests by the service desk.

2.4 Architecture

The following diagram shows examples of the relevant points of system architecture, connection of the target environments and user access.



2.5 Technical Attributes

- a) The tool environment is implemented per customer in a logically isolated Virtual Private Cloud on dedicated virtual servers and IP subnets.
- b) Users access the software tools encrypted via SSL/TLS over the Internet.
- c) By using DevOps features, the customer can create Docker containers with his applications. These can be deployed by the customer in his target environment using the DevOps feature for Container Management

- d) DevOps-as-a-Service only supports target environments that are compatible with the software tool of the DevOps Container Management feature (especially operating system and Docker version) and are able to establish outgoing connections to the Internet.
- e) Telekom provides the following virtual resources in the tool environment. Additional resources are billed according to the cost incurred according to the price list

User Package	Number of User Accounts	Storage (GB)	Number of vCPU	Amount of vRAM (GB)	Outbound Traffic (GB)
XS	10	100	4	20	320
S	25	250	6	22	800
M	50	500	8	28	1.600
L	100	1.000	14	44	3.200

Furthermore the customer can order fixed IP addresses (Elastic IP) according to the price list. The fixed IP addresses support the setup of connections to the customer's target environment with a known IP address.

3 TELEKOM SERVICES

3.1 Provisioning

Telekom creates the tool environment and a user account with administrator role.

After this Telekom sends an e-mail to the customer with access data and the URL to the central self-service portal, as well as contact information for the service desk (Ready-for-Service e-mail). The provision of the service is completed when the Ready-for-Service e-mail is sent, at the latest at the start of use.

3.2 Operation

3.2.1 Place of Performance of the Service

Telekom provides the service from a datacenter in Germany.

Telekom provides support and operation services in the European Union.

3.2.2 Operation Times

a) Operation Time:

The operation time is Monday to Sunday 0:00 hrs to 24:00 hrs. The service can be used within the operation time.

b) Attended Operation Time (AOT):

The attended operation time is Monday to Friday, 8:00 a.m. to 6:00 p.m. (CET/CEST), except on German public holidays. During the supported operation period, Telekom provides the following operation and support services.

3.2.3 Operation and Support Services

3.2.3.1 Provisioning of Service Desk

Telekom provides a service desk as a central communication point for the following concerns to designated users of the customer:

- Acceptance and processing of customer fault reports
- Detection of alarms in monitoring and their processing
- Information of the customer about malfunctions to the specified e-mail address (standard) or via the specified telephone number (urgent)
- Acceptance and processing of customer service requests
- Communication of maintenance work
- Early Life Support

Up to 2 weeks after the provision of the service, Telekom will support the customer with questions regarding the use of the tool environment.

The customer can contact the service desk via Web, telephone or e-mail. The contact details of the Service Desk are communicated together with the Ready-for-Service e-mail.

The customer's communication with the Service Desk is always in English. Communication in German is possible as far as available.

3.2.3.2 Incident Management

Disruptions are handled by Telekom according to their criticality. Telekom classifies fault reports according to the following classes:

Urgent: One or more DevOps features or the central user management are not accessible or completely unusable.

Standard: Individual DevOps features can only be used to a limited extent or with reduced performance, or the customer is responsible for the disruption.

Telekom informs the customer about the status of the fault processing.

If Telekom has concluded support contracts for individual software tools, Telekom includes manufacturer support in the troubleshooting process.

Telekom is entitled to remedy faults by means of a workaround.

If the cause of a malfunction is the utilization or overload of the customer capacities (e.g. disk capacity, vCPU/ vRAM overload), Telekom informs the customer. The customer is obligated to remedy the cause of this disruption by reduced usage (e.g. reducing the load, deleting data) or, if technically possible, by expanding the capacity at a charge.

3.2.3.3 Patch Management

Telekom will install patches or minor updates provided by manufacturers as part of the maintenance work at its own discretion.

3.2.3.4 Housekeeping

Telekom adjusts log files and temporary files generated by the provision of services by Telekom so that customer capacities are not unduly burdened.

3.2.3.5 Monitoring

Telekom monitors the services provided and the underlying infrastructure in order to proactively identify faults in the agreed service and generate alarms.

3.2.3.6 Backup

Telekom carries out a daily backup of the servers in the tool environment in order to be able to restore them in the event of a disaster. The backup does not serve to restore individual data for the customer.

The backup is performed automatically outside of the Attended Operation Time. During the backup there may be short interruptions or performance losses of the services.

3.2.3.7 Service Requests

At request of the customer, Service Desk of Telekom will provide support services and make changes to the technical configuration of the tool environment provided:

- a) Capacity adjustments
- b) Configuration adjustments
- c) Answers to specific technical questions regarding the use of DevOps features
- d) Backup support

Telekom is entitled to refuse a Service Request if it may have a negative impact on the provision of Telekom's services.

The expenses incurred by Telekom for the implementation of service requests are calculated in accordance with the current price list.

3.2.4 Maintenance Work

Telekom carries out regular maintenance work. Should this maintenance lead to interruptions in service, Telekom will inform the customer in advance. Telekom endeavors to minimize the impact of maintenance work. Maintenance work is not regarded as downtime and is therefore not taken into account when calculating availability.

In the event of emergency maintenance work, customers are informed subsequently as necessary.

3.2.5 Service Delivery Point

The responsibility of Telekom ends at the service delivery point. The service delivery point is represented by the web application of each individual software tool running in the tool environment and the web application of the central self-service portal at the datacenter entry point to the Internet.

3.2.6 Service Quality

The following availability refers exclusively to the Attended Operation Time of the respective DevOps feature. Outside the Attended Operation Time, no minimum availability applies to the service. However, Telekom endeavors to keep service restrictions to a minimum.

Availability:

The availability per DevOps feature is 99.0% per calendar month at the service delivery point and is calculated as follows:

$$\frac{\text{Total minutes of Attended Operation Time} - \text{Total minutes of downtime}}{\text{Total minutes of Attended Operation Time}} \times 100 \%$$

Total minutes of Attended Operation Time - Total number of minutes within the Attended Operation Time (AOT) of a month

Total minutes of downtime - The number of minutes within a calendar month in which the DevOps feature was not available, minus Excused Events. The results of the monitoring at the Service Delivery Point serve as criterion.

Telekom informs the customer of the achieved availability on a monthly basis.

Excused Events:

Downtimes due to one of the following events are not taken into account when calculating availability:

- Downtime due to maintenance work
- Faults, breakdowns and problems attributable to the customer, his employees or representatives, in particular breakdowns due to exceeding the provided capacities
- Attacks by third parties, e.g. (D)DoS attacks, hacking, spamming
- Danger or disturbance for services of third parties

Telekom is entitled to deactivate the service for the customer without prior notification until a danger or disturbance to the services of third parties or Telekom infrastructure has been rectified.

Incident Management:

For the Urgent fault class, the response time within the Attended Operation Time (AOT) is 1 hour.

The response time represents the time from the notification or occurrence of the fault to the first confirmation of the current status to the customer.

3.2.7 Use Rights, Licenses

To the extent necessary for the provision of services, the customer is granted a simple right of use for the term of the contract at the subsequently listed software tools of the mentioned manufacturers.

By using the DevOps features, the customer accepts the following terms of use of the manufacturers of the software tools used to implement the respective DevOps feature. An agreement between the customer and the respective software manufacturer is thereby concluded.

Jenkins (Continuous Integration / Delivery):

<https://jenkins.io/license/>

Nexus Repository OSS (Artifact Repository / Docker Registry):

<https://github.com/sonatype/nexus-public/blob/master/assemblies/nexus-base-template/src/main/resources/overlay/NOTICE.txt>

Rancher (Container Management):

<https://github.com/rancher/rancher/blob/master/LICENSE>

3.3 Unilateral Changes in Services

Telekom reserves the right to unilaterally change services and reduce charges in favor of the customer. The customer agrees to these adjustments.

In deviation from the agreed written form requirement, Telekom will inform the customer of these adjustments by sending updated versions of the existing contract documents by e-mail, which replace the existing documents.

3.4 Optional Services

The optional services described below will be provided by Telekom on the basis of a separate order for additional compensation. Upon request, Telekom will submit an offer to the customer and provide detailed descriptions of the following services.

3.4.1 Extended Operation Services

Telekom provides extended operation services as follows:

- The operation services of service desk, incident management and monitoring are also provided outside of the Attended Operation Time, i.e. Monday to Sunday 0:00 to 24:00 (CET/CEST).
- The formula for calculating availability is adapted accordingly to the extended operation service.
- Maintenance work is regularly not carried out Monday to Friday 8:00 to 18:00.

3.4.2 Try-and-Buy Option

Telekom offers the customer the XS user package for twelve months as a Try-and-Buy option to allow him to test its requirements for the service. The Try-and-Buy option is subject to the following terms and conditions:

- The Try-and-Buy option expires twelve months after provisioning. Until then, the service can be cancelled at any time after two months with a notice period of one month to the end of the month.
- If the Try-and-Buy option is not cancelled until its end, the XS user package will continue on the regular terms and conditions (including, but not limited to, term and cancellation and pricing).

- During the Try-and-Buy option, the customer can order a larger user package at any time. The Try-and-Buy option ends with the provision of the larger user package. The regular terms and conditions apply to the larger user package.

3.4.3 Consulting Package

For DevOps-as-a-Service, Telekom offers the following consulting services that go beyond the answering of specific technical questions:

- Explanation of the tools and their interaction
- Use and configuration of the tools
- Solution of integration questions
- Migration Support
- Trainings

3.4.4 Individual user packages

On request Telekom offers also individually sized user packages.

4 DUTY OF COOPERATION OF THE CUSTOMER

The customer is obliged to provide all duties which are required for the proper provision of services, in particular, however, the following, free of charge, in good time and to the extent required.

4.1 General Cooperation Duties

- a) The customer shall provide all rights of use and compatible software licenses (including updates or upgrades) that are necessary and appropriate for the provision of the service, unless these are to be provided by Telekom on the basis of a written agreement.

In particular the customer shall provide the following software :

- **Atlassian** (Software products Jira, Confluence, Bitbucket):
<https://www.atlassian.com/legal/software-license-agreement>

For the provisioning of services technical users are required. These technical users are not at the customers disposal :

- Bitbucket : 1 licence / user package and 1 licence / software project
- Jira : 1 licence / user package
- Confluence : 1 licence / user package

The customer is obliged to check the sufficient licensing in case of changes in the package size and to re-license if necessary. Telekom will inform the customer on request about compatible software versions.

- b) The customer agrees with the unencrypted correspondence by e-mail and will always deposit valid e-mail addresses. The customer is aware that information essential for the provision of the service, such as access data, information on changes to the services and the legal conditions, password reset, and invoices are sent exclusively by e-mail.
- c) The customer is responsible for checking whether the data transmitted by him to Telekom in connection with the use of the service constitute personal data and whether the processing of such personal data is permissible. If the customer wishes to have personal data processed, he shall conclude an agreement on the processing of personal data in accordance with the model provided by Telekom, which Telekom shall make available to the customer on request.
- d) The customer is obliged to back up his data at appropriate intervals so that they can be restored with reasonable effort. Telekom will not back up data to restore customer data.
- e) The customer is responsible for checking and ensuring compliance with all relevant and applicable legal regulations, laws, ordinances and industry-specific provisions in connection with the use of the service. This includes, in particular, compliance with confidentiality obligations arising, for example, from a professional activity.
- f) The customer ensures that the services are not misused.
- g) The customer is obliged to name a qualified contact person authorized to make decisions and to ensure his availability/representation.
- h) The customer ensures the provision of necessary cooperation services by its contractual partners or other third parties attributable to the customer.
- i) The customer is obliged to keep passwords and access data secret, to pass them on only to authorized third parties, or to protect them from unauthorized access and to change them if necessary. The customer shall inform Telekom immediately of any indications of unauthorized access by third parties. Furthermore, it is forbidden for a personal user account to be used by several persons.
- j) The customer ensures that he will not use any content, store it on the contractual storage space or otherwise make it accessible, which contains malware and/or make it available, publish, transmit or use it in violation of applicable law or the rights of third parties; this shall apply in particular to content that constitutes incitement of people, libel or right-wing extremist content. The customer is prohibited from using services for sending mass e-mails (SPAM).
- k) The customer ensures that his use of the service does not endanger or disrupt third parties or Telekom infrastructure. In the event of such a hazard or disruption (e.g. due to a DDoS attack), Telekom is entitled to deactivate the affected service until the hazard or disruption has been rectified without prior notification of the customer. The resulting downtimes shall not be taken into account when calculating availability. Telekom will inform the customer.
- l) The customer affirms that all information provided is true. If it is suspected that the customer has not fully complied with this obligation or that the customer has been the victim of an attack by a third party, Telekom shall be entitled to reduce or block the customer's services at the customer's expense. In this case, the customer remains obliged to pay the agreed charges. The resulting downtimes are not taken into account when calculating availability. Telekom will inform the customer.
- m) The customer shall inform Telekom immediately in writing if he is unable to provide a cooperation service as agreed.
- n) The customer shall provide Telekom with all necessary information and ensure that the information provided is correct and always up-to-date.
- o) Telekom recommends using the current versions of the Google Chrome and Mozilla Firefox browsers. Microsoft Internet Explorer is not supported.

- p) The customer can access the services via the self-service web application. In particular the configuration, the capacity management und other handling of the self-service is to be carried out independently by the customer within the scope of self-service.

4.2 Cooperation Duties within Operation

- a) The customer is obliged to authenticate himself to the Telekom Service Desk upon request.
- b) The customer is obligated to immediately report faults or impairments of the services with a comprehensible description of the fault symptoms.
- c) The customer is obliged to support the remedy of a fault. In particular, the customer shall, as far as possible, carry out a self-check before reporting a fault in order to exclude the possibility that the cause of the fault lies within his area of responsibility.
- d) The customer is obliged to support the planning and execution of maintenance work as far as necessary.
- e) The customer performs a capacity management of the tool environment so that the capacities made available are not fully utilized or overloaded.
- f) For the full utilization of the DevOps features, the customer shall ensure that software development, build processes and deployments of the customer applications take place on the basis of Docker containers.
- g) The customer integrates the target environments for the deployment of the created containers into the tool for container management on his own. Responsibility for the target environment and the deployment of the created containers in the target environments remains entirely at the customer and is not part of the Telekom service. Likewise, the responsibility for the containers created via the tool environment, including the software and data contained therein, is completely born by the customer.

4.3 Cooperation Duties on Termination of the Service

Before termination of the contract, the customer must download and save all data required by him from the tool environment by using the functions and interfaces of the tools on his own.

5 MINIMUM CONTRACT TERM/CANCELLATION

5.1 Minimum Contract Term and Cancellation

A user package has a minimum contract term of 12 months after initial provision of the service. The service can be terminated for the first time at the end of the minimum contract term with a period of notice of three (3) months. Otherwise, the respective minimum contract term shall be automatically extended by twelve (12) months and may then be terminated with a notice period of three (3) months to the end of the respective extension period.

5.2 Change of User Package

The upgrade to a larger user package is possible during and after the end of the minimum contract term with a period of 2 weeks to the end of the month. In this case, the minimum contract term of 12 months begins again at the time the change is made available.

The change to a smaller user package is only possible after the end of the minimum contract term with a period of 2 weeks to the end of the month.

5.3 Termination

At the end of the contract, Telekom will discontinue the services and deactivate all access options for the customer to the tool environment. Telekom will delete the customer data in the tool environment at the termination date.

6 PRICE LIST / COMMERCIAL CONDITIONS

6.1 Method of Fee Calculation

All prices are exclusive of taxes and duties applicable at the time of delivery and performance. In the case of provision during the month, billing will be based on the number of days of the respective calendar month.

6.2 User Packages and Prices

The remuneration is determined based on the following price list for the individual user packages:

User Package	Number of User Accounts	Monthly Price per Package
XS	10	890 €
S	25	1,650 €
M	50	2,900 €
L	100	4,900 €

6.3 Prices for Additional Resources

Additional resources to the capacities included in the respective package are charged as follows:

Resource	Monthly Price
Storage	0.68 € / GB
vCPU	39.60 € / vCPU
vRAM	2.25 € / GB
Outbound Traffic	0.07 € / GB
Elastic IP	4,90 Euro / IP-Address

6.4 Prices for Additional Operation Services

Additional operation services are additionally charged as follows:

Option	Price
Processing effort for fault reports from the customer that lie within his area of responsibility	25 € per 15 minutes
Processing effort to implement service requests of the customer	25 € per 15 minutes

7 GLOSSARY / ABBREVIATIONS

API	Application Programming Interface – Programming interface of a software
AOT	Attended Operation Time (Supervised operation hours)
Container	Technology for isolating applications with container virtualization. Used in this document as a synonym for container images (memory image of a container) and the active runtime instance.
Deployment	Transfer of generated Docker containers or their images into a target environment for execution purposes
DevOps	Acronym from "Development" and "Operations", defines methods for improving software development and operation.
Release Upgrades	Upgrade to a new software version that goes beyond a minor update or patch. Often associated with changes of interfaces and features.
SSL	Secure Sockets Layer - Encryption protocol for secure data transmission on the Internet
URL	Uniform Resource Locator - Readable address of a website
vCPU	Virtual CPU (Central Processing Unit) of a virtual server
Virtual Private Cloud / VPC	Logically isolated environment in a cloud by means of dedicated virtual servers, subnets and IP addresses
vRAM	Virtual RAM (Random Access Memory) of a virtual server