Appendix 2: Price information

Provider: Perian GmbH, Werner-von-Siemens-Str. 6, 86159 Augsburg

§ 1 Subcontractors

As part of the provision of services, Perian GmbH uses the following subcontractors:

- Open Telekom Cloud (OTC)
- Google Cloud Platform (GCP)
- OVHcloud
- Exoscale
- Gridscale

These cloud providers are used to execute customer data and workloads. The PERIAN infrastructure runs on the Google Cloud Platform (GCP).

§ 2 Basis of billing

(1)   The services are based on usage-based billing, whereby the number of users is not limited. Instead, billing is based on the actual consumption of the cloud services, which enables dynamic adjustment to the customer's actual requirements.

(2)   Each Cloud Provider has different billing units, which are specified under § 2. Each work unit started shall be invoiced in full, even if it is not fully used or is created and/or deleted during the current work unit (rounded to the nearest unit).

(3)   All prices are subject to the taxes and duties applicable at the time of delivery and performance. Unless otherwise specified, all amounts are in euros and are subject to statutory value added tax. VAT shall be calculated separately and shown on the invoice. The invoice shall state the prices excluding VAT for the billing of the services used. will be stated. The prices excluding VAT are added together and form the basis for calculating the VAT amount.

§ 3 Price information for cloud services

(1) The prices of the cloud instances are based on the respective list prices of the supported cloud providers and are subject to their dynamics. These prices can be called up and viewed at any time via the instance search function of the Perian Sky Platform and via the links to the services of the respective cloud providers.

(2) The display of an instance type and its price does not constitute a guarantee of actual availability at the time of booking. It is possible that the most cost-effective option may not be available at the time of selection by the customer.

(3) Perian charges a flat-rate platform fee of 7.5% of the customer's monthly usage volume.

(4) Perian reserves the right to adjust this price if this is justified due to general cost increases, such as higher labor costs or increased costs from third-party providers, but not beyond the extent of the increase. Perian shall notify the Customer in writing at least thirty (30) days prior to any such increase.

(5) In the event of price increases - insofar as these are not exclusively due to an increase in VAT - or other changes to the disadvantage of the customer, the customer shall have a special termination right at the time the change comes into effect. In the notification of change, Perian shall inform the customer both of this special termination right and that the change shall take effect if the customer does not make use of the special termination right within the set period. Continued use of the cloud services shall be deemed as acceptance of the new fees.

(6) Additional costs will be charged on an hourly basis in the event of exceeding the agreed standard support service (consultation, implementation efforts due to individual solutions, etc.) in accordance with the hourly rates specified in § 4.

§4 Hourly rates for other services

Technical consulting, technical assistance, and/or inquiries regarding service functionalities, insofar as they do not constitute warranty cases (Support), are billed separately based on the hours expended at the following hourly rates plus VAT:

Hourly rate for Software Developers and Support Engineers for customizations, premium support, and technical consulting: €200/hour.

Status September 2024