



T-Systems International GmbH (“T-Systems“) engaged Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft (“EY“), to create the T-Systems Service Organization Controls 3 (SOC 3) Report *Report on Open Telekom Cloud system provided from the data centers in Germany and in the Netherlands relevant to Security, throughout the period 1 January 2022 to 31 October 2022* (“Scope”).

You have asked T-Systems to provide you with a copy of EY’s final T-Systems Service Organization Controls 3 (SOC 3) Report *“Report on Open Telekom Cloud system provided from the data centers in Germany and in the Netherlands relevant to Security, throughout the period 1 January 2022 to 31 October 2022”*, dated 22 March 2023 (the “Report”) EY prepared pursuant to the Agreements.

You have now requested EY to agree to the disclosure of a copy of the Report exclusively prepared for T-Systems on the basis of the Agreements to you as a third party (“you” or “Recipient”).

The Report is solely based on the above mentioned Scope, except where a more limited Scope is specified in direct or indirect connection with the respective Report.

EY only agrees to the disclosure of the Report to you if you acknowledge and confirm the conditions as outlined below. The parties agree that neither this agreement nor the disclosure of Report does imply or constitute a client relationship between you and EY.

In preparing the Report, EY did not and could not take into account any specific requirements that you may have; therefore, to the extent that such requirements differ from those of T-Systems as set out in the Agreements they were not required to be dealt with in the Report and accordingly, EY may not have addressed issues of relevance to you.

The Report reflects information as of 22 March 2023. You acknowledge and confirm that EY accepts no obligation to update the Report or to provide us with any future updates of the Report. Material events may therefore have occurred which are not reflected in the Report.

Accordingly, for the benefit of EY, you acknowledge and confirm the conditions outlined below:

Conditions:

1. You acknowledge that the Scope was limited in content, that the Report is based on documents and information provided by T-Systems and that the Report is solely suitable and intended for T-Systems' purposes.

2. It is your sole responsibility to decide whether the Report may serve your purposes and can be used by you. Relevant matters, issues and assumptions have to be clarified, validated and assessed by your own or by your engaged experts under your own responsibility. The matters, issues and assumptions which may be relevant to you can differ from those of T-Systems.
3. You acknowledge and confirm that in connection with or arising from the disclosure of the Report EY has no obligation, responsibility or duty of care towards you. You may not derive any claims or other rights from the engagement agreement between us and T-Systems. EY acts solely as vicarious agent of T-Systems in relation to you. Reliance is restricted to T-Systems in the engagement agreement between EY and T-Systems and does not extend to you. Neither a duty of care nor a contractual liability towards you is agreed on or wanted. EY has no obligation towards you; you acknowledge and confirm not to bring any claims against us for any loss or damage - except for damages resulting from injury to life, body or health or for damage caused by intent - which occurs or may occur in connection with the use of Information.
4. You shall treat the Report and contained information strictly confidential. This restriction on disclosure does not apply in case a disclosure of the Report is required by law, government order, requirements of regulatory bodies, professional standards or court order (of which you will notify to EY immediately).
5. You shall indemnify EY against all claims and costs by third parties arising directly or indirectly from your disclosure of the Report to a third party (apart from disclosures required by law, a lawful official order or court order) unless those claims are not based on the knowledge of the third party about the Report. This shall not affect any further claims for damages on EY's part.

You confirm that this agreement is given and construed in accordance with German law. To the extent legally permissible, the proper venue for all disputes arising hereunder or in connection with this statement shall be Stuttgart, Germany.

If you wish to get access to the Information, click "OK".

By clicking the "OK" button you accept the above-mentioned binding conditions and confirm the validity of the conditions to you as a Third Party.

If you do not agree with the conditions, please click "Cancel".

Close document and do not view the Information.