

T-SYSTEMS INTERNATIONAL GMBH

Hahnstraße 43d, 60528 Frankfurt am Main, Germany

REFERENCE

CONTACT

PHONE

DATE

RE Letter of agreement concerning Disclosure of a SOC Report(s)

Dear customer,

T-Systems International GmbH ("T-Systems"), engaged Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft ("EY") to create ISAE 3402, AT 801 SOC 1, ISAE 3000, AUP and SOC 2 reports ("SOC Report(s)") on T-Systems' services provided to its clients.

You have asked T-Systems to provide you with a copy of EY's final SOC Report(s) EY prepared pursuant to the engagement agreements between T-Systems and EY ("Agreements"). You have now requested EY to agree to the disclosure of a copy of the SOC Report(s) exclusively prepared for T-Systems on the basis of the Agreements to you as a third party ("you" or "Recipient").

The SOC Report(s) are limited to the scope specified direct or indirect in the respective SOC Report(s).

EY only agrees to the disclosure of the SOC Report(s) 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 SOC Report(s), 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 SOC Report(s) and accordingly, EY may not have addressed issues of relevance to you.

The SOC Report(s) reflects information as of the respective report date. You acknowledge and confirm that EY accepts no obligation to update the SOC Report(s) or to provide us with any future updates of the SOC Report(s). Material events may therefore have occurred which are not reflected in the SOC Report(s).

T-SYSTEMS INTERNATIONAL GMBH

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Supervisory Board: Claudia Nemat (Chairwoman)

Board of Management: Adel Al-Saleh (Chairman), Christoph Ahrendt, Urs M. Krämer, Georg Pepping

Commercial register: Amtsgericht Frankfurt am Main HRB 55933, registered office Frankfurt am Main | VAT identification no. DE118645675

WEEE reg. no. DE50335567

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 SOC Report(s) are based on documents and information provided by T-Systems and that the SOC Report(s) are solely suitable and intended for the T-Systems' purposes.
2. It is your sole responsibility to decide whether the SOC Report(s) 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 SOC Report(s) EY has no obligation, responsibility or duty of care towards you. You may not derive any claims or other rights from the Agreement. EY acts solely as vicarious agent of T-Systems in relation to you. Reliance is restricted to the T-Systems in the Agreement 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 SOC Report(s) and contained information strictly confidential.
The information made available to you through the SOC Report(s) is to be used by you alone for internal purposes within your group. Explanation: In this case "for internal purposes" includes that you can provide the SOC Report(s) to your independent auditors which have been ordered by yourself regarding your SOX-compliance or financial annual audit provided that you inform your auditors that EY has no obligation, responsibility or duty of care towards them. This restriction on disclosure does not apply in case a disclosure of the SOC Report(s) are required by law, government order, requirements of regulatory bodies, professional standards or court order (of which you will notify to T-Systems immediately)
5. You shall indemnify EY against all claims and costs by third parties arising directly or indirectly from your disclosure of the SOC Report(s) 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 SOC Report(s). 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 Bonn Landgericht, Germany.

This agreement and all its conditions apply to the current disclosure of the SOC Report(s) to you as well as to all future disclosures of SOC Report(s) to you unless this agreement is revoked.

Please indicate your acceptance of the above terms by signing the enclosed copy of this letter and returning it to us.

T-Systems is happy to assist you at any time with whatever questions you may have.

With kind regards

Acknowledgement

We herewith acknowledge and confirm the terms and conditions of this agreement for the current disclosure of the SOC Report(s) and for all future disclosures of SOC Report(s) to us for the benefit of Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft.

[Report Recipient]

Place, date

Name, Position

Signature(s)