

# Supplementary Terms and Conditions for Commissioned Processing (Sup-CP) for Open Telekom Cloud

The agreement is entered into between T-Systems International GmbH (hereinafter referred to as Telekom), Hahnstrasse 43d, 60528 Frankfurt am Main, Germany and the customer.

## 1. General information

### General information

The subject matter of the agreement is the regulation of the rights and obligations of the controller (customer) and the commissioned processor (Telekom), to the extent that the processing of personal data as part of the service provision (in accordance with the GT&C and other applicable documents) is carried out by Telekom for the customer within the meaning of the applicable data protection laws. The agreement shall apply accordingly to the (remote) testing and maintenance of automated procedures or of data processing systems if, in doing so, the possibility of access to personal data cannot be ruled out. The GT&C and other applicable documents, these "Supplementary Terms and Conditions for Commissioned Processing (Sup-CP)" and the "Annex to Supplementary Terms and Conditions for Commissioned Processing" (attached Annex) – jointly referred to as "Sup-CP" – provide the legal basis, subject matter, and duration as well as the type and purpose of processing, type of personal data, and the data subject categories.

### Definitions

For the purposes of these "Sup-CP" the following definitions apply:

- (a) The "processor" is a natural or legal person, authority, organization, or other agency that processes personal data on behalf of the controller; Telekom is the "processor."
- (b) "Third party" means a natural or legal person, public authority, agency, or body (other than the data subject, controller, or processor), and persons who, under the direct authority of the controller or processor, are authorized to process personal data.
- (c) "GT&C and other applicable documents" refer to documents that regulate the provision of services.
- (d) The "controller" is the natural or legal person, authority, organization, or other agency that makes decisions individually or jointly with other parties regarding the purposes and means for processing personal data.  
The controller is the contractual party referred to as the "customer" that bears the sole responsibility under these Sup-CP for making decisions regarding the purposes and means for processing personal data.
- (e) "Processing" refers to every procedure performed with or without the aid of automated processes or any series of such procedures relating to personal data such as acquisition, recording, organization, filing, storage, adaptation, modification, reading out, querying, using, disclosing through communication, dissemination, or any other form of provision, matching, linkage, restriction, deletion, or destruction.

(f) "Personal data" means any information relating to an identified or identifiable natural person (hereinafter "data subject"); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of such a natural person.

(g) "Additional processor or subprocessor" is the contractual partner of Telekom, engaged to carry out specific processing activities on behalf of the controller.

(h) "Sub-subprocessor" refers to the agreement partner of the additional processor or subprocessor, who is commissioned by the latter to perform specific processing activities within the regulatory scope of these Sup-CP.

## 2. Rights and obligations of the customer

**2.1 [Lawfulness of data processing]** The customer shall be solely responsible for assessing whether data can be processed lawfully and for safeguarding the rights of the data subjects. The customer shall ensure in its area of responsibility that the necessary legal requirements are met (e.g., by collecting declarations of consent) so that Telekom can provide the agreed services in a way that does not violate any legal regulations.

**2.2 [Instructions]** Telekom shall process personal data only upon the documented instructions of the customer unless Telekom is obliged to do so by the law of the European Union or of the member states, to which Telekom is subject. In such a case, Telekom shall notify the customer of such legal requirements prior to the processing, insofar as the relevant law does not prohibit such a notification due to significant public interest.

Due to the standardization of the product, instructions can only be issued by the customer within the framework of the GT&C and the associated applicable documents as well as these Sup-CP. As part of the product-specific parameters, the customer shall determine the nature and scope of the data processing through the type of use of the product, by selecting the options that may be enabled there, e.g., in relation to the scope, purpose, and type of the data to be processed.

Telekom shall inform the customer immediately if it believes that an instruction violates any applicable legal provisions. Telekom shall be entitled to suspend performance of such an instruction until it is confirmed or changed by the customer.

**2.3 [Settlement for additional services]** Insofar as agreements on service modifications have been entered into in the GT&C and the other applicable documents, such agreements shall take precedence over the provisions in this clause. Insofar as no

agreement on service changes has been made in the GT&C and the other applicable documents, additional instructions and measures that constitute a deviation from the services specified in these Sup-CP or in the GT&C and the other applicable documents shall be treated as an application for changes to services. Where additional expenses are incurred beyond or in deviation from these contractually agreed services, Telekom shall be paid separately for additional instructions and measures, unless explicitly agreed otherwise. In this case, the contractual parties shall reach a separate agreement about suitable remuneration. Unless expressly agreed otherwise, Telekom's support services shall be remunerated separately pursuant to Items 2.5, 3.4, 3.5, 3.7, 3.8 (Sentence 2), 3.9, and 3.10 of this agreement.

**2.4 [Proof from Telekom]** Telekom is entitled to document the adequate implementation of its legal obligations arising from these Sup-CP, in particular the technical and organizational measures (Item 4) and measures that do not only affect the specific commission, with the proofs specified in the Annex.

**2.5 [Checks, inspections]** The customer can audit at its own expense the compliance with the regulations for data protection and the obligations stipulated in these Sup-CP by obtaining information and requesting the proofs listed under Item 2.4 from Telekom with regard to the processing in which it is involved. The customer shall primarily check whether the possibility for inspection granted in Sentence 1 of this paragraph is sufficient. Moreover, the customer may, in exceptional cases to be specially justified, at its own expense, inspect on site the compliance with the data protection regulations. The customer may carry out the checks itself or have them carried out at its expense by a recognized expert and neutral third party commissioned by it, who shall not be a competitor of Telekom. Persons or third parties entrusted with such checks by the customer shall be obliged in a documented form at the time of commissioning to maintain confidentiality. The persons or third parties entrusted with the checks by the customer shall be announced to Telekom in an appropriate form and enabled to prove their legitimation for carrying out the checks. Third parties in the meaning of this paragraph may not be representatives of Telekom or its Group companies' competitors. The customer shall announce checks within a reasonable period of time and shall take due care during their performance not to disturb business operations. The costs incurred by Telekom for on-site inspections shall be borne by the customer.

**2.6 [Support from the customer]** In terms of the processing relating to the customer, the latter shall inform Telekom immediately and in full about any suspicion of data protection infringements and/or other irregularities in the processing of the personal data. In terms of the processing relating to the customer, the latter shall support Telekom promptly and in full in the inspection of possible infringements, as well as in a defense against any claims of affected parties or third parties and in a defense against any sanctions imposed by regulatory authorities.

### 3. Rights and obligations of Telekom

**3.1 [Data Processing]** Telekom shall process the personal data exclusively in the context of the agreement entered into and under the instructions of the customer in accordance with the provisions under Item 2.2. Telekom shall not use the personal data for any

other purposes and shall not pass on the personal data submitted to it to unauthorized third parties. Copies and duplicates shall not be created without the prior consent of the customer. This excludes backups required to assure proper data processing.

Telekom guarantees that the employees involved in the processing of the personal data of the customer and other persons operating on behalf of Telekom shall process such personal data only on the basis of the instructions of the customer, unless they are obliged to process the data in accordance with the law of the European Union or the member states.

If, in the course of providing the service, Telekom also processes data that constitutes professional secrets within the meaning of § 203 of the German Criminal Code (*Strafgesetzbuch – StGB*), it shall make a commitment to the owner of the professional secrets to maintain secrecy in accordance with the attached agreement.

**3.2 [Data protection officer]** Telekom has appointed an independent, expert, and reliable data protection officer. The contact details are available on the Telekom website at <https://www.telekom.de/ueber-das-unternehmen/datenschutz>

**3.3 [Spatial restrictions]** Telekom shall provide the contractual services in Germany or from the service locations agreed with the customer in the GT&C and other applicable documents as well as the Sup-CP. Telekom shall communicate any changes to the location of data processing if required, in compliance with the form specified in this agreement in accordance with Items 6.2 to 6.6.

**3.4 [Support for obligations of the controller]** Telekom shall – to the contractually agreed extent, taking into account the nature of the processing and the information available to Telekom – support the customer in complying with its obligations imposed on the customer by the applicable, legal provisions.

**3.5 [Support in verifying and furnishing requested information]** If the customer is obliged to furnish information on the processing of personal data to a state agency or to a data subject, Telekom shall support the customer in furnishing said information, provided said information relates to the data processing under the terms of the agreement, and insofar as the customer is not able to meet the information request itself, or is able to do so merely by selecting specific product parameters.

Depending on the type of processing, Telekom shall support the customer with its obligation to respond to requests for the assertion of the rights of data subjects, if possible with suitable technical and organizational measures. Insofar as a data subject consults Telekom directly with regard to the assertion of their rights, Telekom shall forward the requests of the data subject promptly to the customer.

Telekom shall also notify the customer – insofar as legally permissible – of any communications from the supervisory authorities (e.g., inquiries, notification of measures or requirements) to Telekom in its role as commissioned processor in connection with the processing of personal data under these Sup-CP. Insofar as legally permissible, Telekom shall provide information to third parties, including supervisory authorities, only with the prior written consent of and in coordination with the customer.

**3.6 [Incident reporting]** Telekom shall inform the customer without culpable delay of any incidents of serious disruption to operations and any data protection violations in relation to the processing of the personal data.

**3.7 [Proof and documentation]** The parties shall support each other mutually in providing proof and documentation of their due accountability in terms of the principles of proper data processing.

**3.8 [Directory of processing activities performed by commission]** In accordance with the relevant, applicable legal provisions, to which Telekom is subject, Telekom shall maintain a directory of all categories of personal data processing activities commissioned by the customer and performed by Telekom. Telekom shall support the customer on request and shall provide the customer with any details necessary for maintaining its directory of processing activities, insofar as such information lies within the contractually defined scope of responsibility and service of Telekom and insofar as the customer has no other access to this information.

**3.9 [Data protection impact assessment]** If the customer carries out a data protection impact assessment and/or intends to consult the supervisory authority following a data protection impact assessment, the contractual parties shall coordinate the content and scope of any possible support services provided by Telekom, if necessary and on the customer's request.

**3.10 [Completion of the contractual work, return, or deletion]** Personal data that is no longer required, with the exception of personal data that must be retained due to Telekom's legal obligations, shall be returned to the customer, or destroyed or deleted at the expense of the customer, unless provisions are already stipulated in the GT&C and the other applicable documents and unless agreed otherwise. The same shall apply to test and waste material. Insofar as it is not already possible for the customer to select certain product parameters accordingly, the customer may, during the existence of the contractual relationship or at the end of the agreement, request in writing, at the customer's expense and in a format agreed in advance, that personal data which has not been destroyed or deleted in accordance with Sentence 1 be surrendered and state a date by when Telekom should surrender the data (at the latest by end of the agreement). A request for a return shall be received by Telekom one month prior to the return date specified by the customer and/or one month prior to expiry of the agreement.

## 4. Technical and organizational security measures

### 4.1 [Technical and organizational measures]

Telekom shall ensure at least a level of data protection that meets the legal requirements. For this reason, Telekom has implemented internal processes to review, comply, and continuously develop and organize data privacy as well as technical and organizational protection measures. Telekom has also taken appropriate technical and organizational measures within the framework of the Open Telekom Cloud product to ensure a level of protection appropriate to the risk. The legal requirements for the processing of particularly sensitive personal data in accordance with § 203 StGB and § 80 of the German Social Code, Book X (*Sozialgesetzbuch – SGB X*) shall be taken into account and implemented as part of the technical and organizational measures.

These measures are described in the Annex. The customer has evaluated the technical and organizational measures against the background of its specific data processing with regard to an appropriate level of protection and accepted them as appropriate.

Any further developments shall be implemented in accordance with Item 4. 2.

**4.2 [Further developments]** The measures described may be adjusted to further technical and organizational developments during the course of the contractual relationship. The level of protection shall not fall below the level currently agreed with these Sup-CP.

Telekom regularly monitors the internal processes and the technical and organizational measures to ensure that processing in its area of responsibility complies with the requirements of the EU GDPR and that the rights of the data subject are protected. Where additional expenses are incurred beyond these contractually agreed measures, Telekom shall be paid separately for additional technical and organizational measures, unless explicitly agreed otherwise and insofar as compatible with the Open Telekom Cloud product. In this case, the contractual parties shall reach a separate agreement about suitable remuneration. In the event of instructions being issued that Telekom is not able to implement or only able to implement at disproportionately high additional cost, Telekom shall be entitled to terminate the agreement.

**4.3 [Verification and evidence]** Items 2.4 and 2.5 shall apply to the possibilities of verification and evidence.

## 5. Confidentiality

In connection with the processing of personal data agreed herein, Telekom shall maintain confidentiality in accordance with the GDPR, § 88 of the German Telecommunications Act (*Telekommunikationsgesetz – TKG*), and § 203 StGB, and shall oblige and raise the awareness of the persons authorized to process the personal data accordingly. Within the scope of processing social data, Telekom shall additionally commit to maintaining social secrecy in accordance with § 35 SGB I.

Any agreements in the GT&C and the other applicable documents regarding the maintenance of confidentiality and the protection of non-personal data shall remain unaffected. Insofar as no agreement in this regard has been made in the GT&C and the other applicable documents, both parties shall treat as confidential all information relating to the other party that is disclosed to them during the course of the business relationship, and is not common knowledge, and shall not use this information for purposes of their own that fall outside the scope of this agreement or for the purposes of any third party.

## 6. Subprocessors

**6.1 [Authorization]** Telekom is entitled to deploy further processors (subprocessors and sub-subprocessors) in order to perform the tasks described in this agreement. Telekom guarantees to exercise the greatest possible care in the selection of further processors and to commission only those further processors that offer sufficient guarantee for a level of data protection compliance. Commissions that Telekom places with third parties as ancillary services to support the execution of the work assigned to it and that do not involve commissioned processing of personal data for the customer shall not be regarded as a subcontractual relationship within the meaning of this provision.

**6.2 [Special approval]** The customer's approval shall be deemed to have been granted for the subprocessors and sub-subprocessors listed in the Annex and for the areas of responsibility specified therein.

**6.3 [General written approval]** The customer hereby grants Telekom general permission for the future use of other processors (subprocessor and sub-subprocessors).

**6.4 [Information in the event of changes]** Telekom shall inform the customer of any intended change with regard to the involvement of further subprocessors or the replacement of existing subprocessors and/or sub-subprocessors, whereby the customer shall have the opportunity to object to such changes within 14 days of receipt of the information by the customer. The customer shall not refuse its approval of such changes without a significant reason. If the customer exercises its right of objection and Telekom nevertheless uses the subprocessor and/or sub-subprocessor, the customer may terminate the agreement in compliance with the notice periods.

**6.5 [Selection]** Telekom shall select subprocessors who provide sufficient guarantees that the agreed suitable technical and organizational measures will be implemented in such a way that the processing is carried out in accordance with the requirements of the relevant, applicable legal provisions. Telekom shall make contractual agreements with subprocessors which correspond to the contractual arrangements of these Sup-CP. Telekom shall define the technical and organizational measures with the subprocessor and have the subprocessor regularly confirm compliance with the agreed technical and organizational measures.

**6.6 [Sub-subprocessors]** The assignment of sub-subprocessors shall be permissible in accordance with Items 6.1 to 6.5.

## 7. Term and termination of the agreement

This agreement shall be valid for the duration of the actual provision of services by Telekom. This shall apply regardless of the term of any other agreements (in particular the GT&C and other applicable documents) that the parties have also entered into regarding the provision of the agreed services.

## 8. Liability and indemnification

**8.1 [Area of responsibility of the customer]** Within its area of responsibility, the customer guarantees the implementation of the obligations arising from the relevant, applicable statutory provisions with regard to the processing of personal data.

**8.2 [Liability]** The liability regulation from the GT&C and the other applicable documents shall apply to these Sup-CP, unless a limitation of liability in accordance with the relevant applicable legal provisions applies in favor of Telekom.

## 9. Other

**9.1 [Validity of the agreement]** The invalidity of a provision of these Sup-CP shall not affect the validity of the remaining provisions. If a provision proves to be invalid, the parties shall replace it with a new provision which approximates to the intentions of the parties as closely as possible.

**9.2 [Changes to the agreement]** Any changes to these Sup-CP and any side agreements shall be made in writing (including in electronic form). This shall also apply to the waiver of this written form clause itself.

**9.3 [General Terms and Conditions]** The parties agree that the "General Terms and Conditions" of the customer shall not apply to these Sup-CP.

**9.4 [Place of jurisdiction]** The sole place of jurisdiction for all disputes arising from and in connection with these Sup-CP shall be Bonn, Germany. This shall apply subject to any sole statutory place of jurisdiction.

**9.5 [Legal basis]** These Sup-CP are based on the provisions of the EU General Data Protection Regulation (EU GDPR). Supplementary country-specific regulations, if any, are listed in the Annex.

**9.6 [Priority regulation]** In the event of contradictions between the provisions of these Sup-CP and the provisions of other agreements, in particular the GT&C and the other applicable documents, the provisions of these Sup-CP shall prevail. In all other respects the provisions of the GT&C and the other applicable documents shall remain unaffected and shall apply to these Sup-CP accordingly.

# Annex to the Supplementary Terms and Conditions on Commissioned Data Processing of Personal Data for Open Telekom Cloud

## 1. Country-specific regulations

The contracting parties agree on the application of the German Federal Data Protection Act (*Bundesdatenschutzgesetz*) as amended.

## 2. Details about the data processing

### a) Information on "Processing Categories":

IaaS

PaaS

SaaS

### b) Categories of data subjects:

Customers

Personal data of persons processed by the customer in the Open Telekom Cloud.

### c) Personal data affected:

Name

Contact details (e.g., telephone, email)

Data that can be traced back to individuals or personal log data (user names, IP address)

All other personal data defined in Art. 4 No. 1 of the GDPR that is transmitted or stored by the customer in the course of using the product and to which access by Telekom's system administrators cannot be completely ruled out.

### d) Special categories of personal data (e.g., Article 9 EU GDPR (shall be specified here in detail)): [None]

## 3. Access to personal data

The customer shall provide Telekom with the personal data, enable Telekom to access the personal data, or allow Telekom to collect the personal data by transmitting this data to Telekom via a secure internet-based IP-VPN connection.

## 4. Services; purpose of the agreement:

The type of service and the purpose of processing are conclusively regulated in the product GT&C and the service specifications.

## 5. Processing location:

The data is processed in Germany, the Netherlands, Hungary, and Slovakia.

## 6. Technical and organizational security measures

The following measures shall be agreed for the commissioned collection and/or processing of personal data:

### a) Confidentiality (Article 32 (1) letter b GDPR)

#### • Admittance control

No unauthorized access to data processing systems, e.g., magnetic or chip cards, keys, electric door openers, plant security and/or concierge, alarm systems, video systems

#### • Access control

No unauthorized use of the system, e.g., (secure) passwords, automatic locking mechanisms, two-factor authentication, encryption of data media

#### • Data access control

No unauthorized reading, copying, modifying or removal within the system, e.g., authorization concepts and needs-based access rights, and logging of accesses

#### • Separation control

Separate processing of data that has been collected for different purposes, e.g., multitenancy, sandboxing

### b) Integrity (Article 32 (1) letter b GDPR)

#### • Disclosure control

No unauthorized reading, copying, changing, or removal in electronic transfer or transportation, e.g., encryption, Virtual Private Networks (VPN), electronic signature

#### • Input control

Determination of whether, and from whom, personal data has been entered or changed in, or removed from, data processing systems, e.g., logging, document management

### c) Availability and resilience (Article 32 (1) letter b GDPR)

#### • Availability control

Protection against random or intentional destruction and loss, e.g., backup strategy (online/offline; on-site/off-site), uninterruptible power supply (UPS), antivirus, firewall, reporting channels, and emergency response plans

#### • Ability to restore availability (Article 32 (1) letter c GDPR);

### d) Process for regularly testing, assessing, and evaluating (Article 32 (1) letter d GDPR; Article 25 (1) GDPR)

#### • Data protection management;

#### • Incident response management;

- Default settings that promote data protection (Article 25 (2) GDPR)
- Commission control  
No commissioned data processing within the meaning of Article 28 GDPR without corresponding instructions from the customer, e.g., unequivocal drafting of the agreement, formalized commission management, stringent selection of the service provider, obligation to conduct thorough checks in advance, and follow-up checks

## 7. Proof by Telekom

Telekom is entitled to document the adequate implementation of the obligations arising from these Sup-CP, in particular the technical and organizational measures (Item 6) and measures that do not only affect the specific commission, with certification in accordance with an approved certification procedure; see [open-telekom-cloud.com](https://open.telekom-cloud.com).

## 8. Approved subprocessors

[Details about subprocessors/services/processing locations](#)

Special approval:

Telekom intends to deploy the following subprocessors for the following services/at the following processing locations:

Deutsche Telekom Systems Solutions Hungary Kft.  
H-1097 Budapest, Toth Kalman u 2/B  
Services: Operation, 2nd level support  
Processing location: Hungary

Deutsche Telekom IT & Telecommunications Hungary Kft.  
H-1097 Budapest, Toth Kalman u 2/B  
Services: 2nd level support  
Processing location: Hungary

Deutsche Telekom IT GmbH  
53227 Bonn Landgrabenweg 151  
Service: MyWorkplace  
Processing location: Germany

Deutsche Telekom AG  
53113 Bonn, Friedrich-Ebert-Allee 140  
Service: Cloud provider  
Processing location: Germany

Deutsche Telekom Systems Solutions Slovakia s.r.o.  
040 01 Košice, Žriedlová 13  
Service: Cloud provider  
Processing location: Slovakia

T-Systems Multimedia Solutions GmbH  
01129 Dresden, Riesaer Strasse 5  
Service: Cloud provider  
Processing location: Germany

T-Systems on site services GmbH  
13509 Berlin, Holzhauser Str. 4-8  
Service: Cloud provider  
Processing location: Germany

operational services GmbH & Co. KG  
60549 Frankfurt am Main,  
Frankfurt Airport Center  
Building 234 HBK25  
Service: Cloud provider  
Processing location: Germany

Deutsche Telekom Individual Solutions & Products GmbH  
53113 Bonn, Friedrich-Ebert-Allee 70  
Services: 1st level & level 1.5 support, hardware maintenance and setup  
Processing location: Germany, Netherlands

GULP Solutions Services GmbH & Co. KG  
50667 Cologne, Breite Strasse 137-139  
Service: Service desk  
Processing location: Germany  
Deployed by Deutsche Telekom Individual Solutions & Products GmbH

I.T.E.N.O.S. International Telecom Network Operation Services GmbH  
53119 Bonn, Lievelingsweg 125  
Service: Hardware maintenance and setup  
Processing location: Germany  
Deployed by Deutsche Telekom Individual Solutions & Products GmbH

Deutsche Telekom Security GmbH  
53113 Bonn, Bonner Talweg 100  
Service: Cloud provider  
Processing location: Germany

Sendinblue GmbH  
10179 Berlin, Köpenicker Str. 126  
Service: Communication tool  
Processing location: Germany

Reply AG  
33334 Gütersloh, Bartholomäusweg 26  
Service: Maintenance and consulting  
Processing location: Germany

Red Reply GmbH  
60314 Frankfurt, Uhlandstr. 2  
Service: Maintenance and consulting  
Processing location: Germany

ImpressSol GmbH  
84072 Au i.d.Hallertau, Am Bahndamm 10  
Service: Consulting  
Processing location: Germany

# Agreement on the Protection of Classified Information pursuant to § 203 of the German Criminal Code (*Strafgesetzbuch – StGB*)

1. Within the scope of using the Open Telekom Cloud, Telekom shall process, among other things, data for the customer that constitutes professional secrets within the meaning of § 203 StGB and, to this extent, shall participate in the professional activities of a professional secrets owner.  
Telekom undertakes to maintain confidentiality of all such professional secrets and to limit its access to such secrets to the minimum necessary in order to complete the tasks assigned to it.  
The customer hereby informs Telekom that all individuals entrusted with classified information are liable for criminal prosecution under § 203 (4), Sentence 1 StGB for unlawfully disclosing any trade secrets confided or otherwise made known to them during the performance of their duties or in a professional capacity.  
Such persons shall furthermore be liable for criminal prosecution under § 203 (4), Sentence 2 StGB if they use the services of another individual who, for their part, unlawfully discloses a secret confided to them during the performance of their duties or in a professional capacity, and fail to obligate that person to maintain secrecy.
2. Telekom shall obligate all employees coming into lawful contact with the customer's professional secrets, or for whom such contact cannot be excluded, to keep these secrets, and ensure that they are aware of the possibility of criminal prosecution under § 203 (4) StGB.
3. According to the contractual agreements, Telekom is entitled to make use of sub-processors in order to fulfill a contract. Outside of Germany, sub-processors may only be used to fulfill a contract if the level of secrecy there is comparable with Germany, unless this is impossible.  
Any sub-processors shall be carefully selected by Telekom and, where third-party secrets as defined in this Agreement become known to them during the course of their activities, they shall be obligated in writing to maintain secrecy and made aware of the consequences of violating such obligations.  
Telekom shall, in turn, obligate all sub-processors to obligate any individuals and sub-subprocessors employed by them coming into lawful contact with professional secrets, or for whom such contact cannot be excluded, to maintain secrecy in line with the aforementioned principles, and to alert them to the legal consequences of violating such obligations. This obligation shall extend to all further sub-contractors (sub-subprocessors).
4. Telekom is advised that confidential data in its custody is exempt from confiscation as set out in § 97 (2) of the German Code of Criminal Procedure (*Strafprozessordnung – StPO*). The data shall not be released voluntarily. In the event of a seizure order, Telekom shall notify the customer without delay, provided this is legally permissible.