

# SoftLayer Privacy Agreement Replacement “Privacy Terms”

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SoftLayer ceased use of the SoftLayer Privacy Agreement and the SoftLayer Data Privacy “Country Addenda” as of the deployment of the 10-2016 update to the SoftLayer Cloud Service Agreements, document Z126-6304-WW-SoftLayer-WW-7 10-2016 (“CSA”), and the Bluemix Service Description, IBM document i126-6605-09\_10-2016 (“Bluemix SD”), which were notified to clients and SoftLayer resellers on or about December 12, 2016, effective on or about January 12, 2017. These terms replace the previously deployed SoftLayer Privacy Agreement and Country Addenda. The Privacy Agreement and Country Addenda “privacy terms” for Bluemix Services are now found in part in the SoftLayer CSA, section titled “Data Protection”, and in the Bluemix SD, Section 2 titled “Security Description”, used by both IBM and SoftLayer. As a courtesy to SoftLayer clients and resellers, we repeat the privacy terms below:

***Verbatim Extract of the SoftLayer Privacy Terms, replacing the SoftLayer Privacy Agreement, embedded in the current version of the SoftLayer Cloud Service Agreement and the Bluemix Service Description***

## Cloud Service Agreement

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### Section titled “Data Protection”

#### Data Protection

Each Cloud Service is designed to protect content that Client inputs into the Cloud Service. Except for account data, Client is the sole controller for any personal data included in the content, and appoints SoftLayer as a processor to process such personal data (as those terms are defined in EU Directive 95/46/EC). Except as specified in an Attachment or TD and if SoftLayer has access to content, SoftLayer will treat content as confidential by not disclosing content other than to SoftLayer or SoftLayer affiliate employees and contractors for use only to the extent needed to deliver the Cloud Service. SoftLayer will destroy it upon the expiration or cancellation of the Cloud Service, or earlier upon Client’s request. SoftLayer may charge for certain activities performed at Client’s request.

Client is responsible for obtaining all necessary permissions to use, provide, store, and process content in the Cloud Service and grants SoftLayer permission to do the same. Some of Client’s content may be subject to governmental regulation or may require security measures beyond those specified by SoftLayer for an offering. Client will not input or provide such content unless SoftLayer has first agreed in writing to implement additional required security measures.

The Attachment or TD for each Cloud Service describes the security functions and features of the Cloud Service. By using the Cloud Service, Client acknowledges that it meets Client’s requirements and processing instructions. SoftLayer will provide Client notice of any unauthorized third party access to Client’s content of which SoftLayer becomes aware and will use reasonable efforts to remediate identified security vulnerabilities. If Client’s content is lost or damaged, SoftLayer will assist Client as may be specified in the Attachment or TD, in restoring it to the Cloud Service from the last available backup copy in compatible format.

SoftLayer may use processors and subprocessors (including personnel and resources) in locations worldwide to deliver the Cloud Services. SoftLayer may transfer Client’s personal data across country borders including outside the European Economic Area (EEA). A list of countries where content may be processed for an IBM Cloud Service is available at [www.ibm.com/cloud/datacenters](http://www.ibm.com/cloud/datacenters) or as described in the Attachment or TD. A list of subprocessors is available upon request.

Upon request by either party, SoftLayer, Client, or their affiliates will enter into additional agreements required by law for the protection of personal data included in content, such as the standard unmodified EU Model Clauses agreement pursuant to EC Decision 2010/87/EU with optional clauses removed. The parties agree (and will procure that their respective affiliates agree), that such additional agreements will be subject to the terms of the Agreement.

SoftLayer, its affiliates, and their third party suppliers may process, store, and use account data wherever they do business to enable product features, administer use, personalize experience, and otherwise support or improve the Cloud Service account data is all information (which may be further described in an Attachment or TD) about Client or its users provided to or collected by SoftLayer or IBM (including through tracking and other technologies, such as

cookies) which is processed in accordance with the IBM Online Privacy Statement available at [www.ibm.com/privacy/details/us/en/](http://www.ibm.com/privacy/details/us/en/).

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and

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## Service Description

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### IBM Bluemix

This Service Description describes IBM Bluemix Cloud Services available to Client. Client means the contracting party and its authorized users and recipients of the Cloud Service.

#### 1. Cloud Services

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#### 2. Security Description

##### 2.1 Policies

Bluemix follows IBM's data security and privacy principles available at <http://www.ibm.com/cloud/data-security> and any additional terms provided in this section. Any change to IBM's data security and privacy principles will not degrade the security of the Cloud Service. Client can review available Bluemix certifications at <https://www.ng.bluemix.net/docs/security/index.html> for Platform Services and <http://www.softlayer.com/compliance> for Infrastructure Services. Except for available certifications, the Cloud Service is not designed to any specific security requirements for regulated data, such as personal or sensitive personal information. Client is responsible to determine if the Cloud Services Client selects meet Client's needs with regard to the type of content Client or Client's end users may use in connection with the applicable Cloud Service or any resulting application. Client will not include any regulated content which requires additional IBM commitments to meet regulatory requirements, such as export, privacy, or security without specific agreement from IBM.

##### 2.2 Data Collection and Content

IBM will not access Client's or Client's end users' content except and only to extent necessary: i) when Client expressly authorizes it; ii) as specifically described in a Service Description, or a mutually agreed addendum; or iii) as required by law. In the event of a legal or governmental request for access to Client's content, and to the extent reasonably able, IBM will provide notice to Client. For content containing personal information subject to EU Data Privacy regulations, IBM's Data Processing Agreement at [www.softlayer.com/legal](http://www.softlayer.com/legal) applies.

Access to the Bluemix UI may be suspended at any time for unauthorized access or suspected misuse. Client must promptly report any security concerns, lost or stolen account information, or unauthorized access to [security@softlayer.com](mailto:security@softlayer.com).

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The current SoftLayer CSA and Bluemix SD can be viewed here: <http://www.softlayer.com/legal/csa>  
IBM and SoftLayer may modify the Privacy Terms from time to time, with changes effective after Bluemix UI notice as specified in the applicable IBM or SoftLayer CSA.