
AUSTRALIAN PRIVACY AGREEMENT ADDENDUM
(APPLIES TO ANY RESELLER THAT IS LOCATED IN AUSTRALIA)

This Australian Privacy Agreement Addendum ("APAA") is entered into by SoftLayer Dutch Holdings B.V., a company formed under the laws of the Netherlands, Registration Number 52461041 ("SoftLayer Dutch"), and Reseller ("You"). You are located in Australia or an external territory of Australia. All capitalized terms not defined herein have the meanings ascribed to them in the Parties' SoftLayer Reseller Agreement ("RA").

Note that this APAA is not applicable to SoftLayer Clients under the SoftLayer Cloud Services Agreement ("CSA"), as the CSA and the SoftLayer Privacy Agreement incorporate all applicable data privacy related terms for Clients.

SoftLayer Dutch and You amend the RA as follows:

1. All references to "PII" in the Privacy Agreement shall be replaced by "Personal Information" (as defined in section 6 of the *Privacy Act 1988* (Cth) ("Privacy Act")).
2. SoftLayer Dutch and its Affiliates, including SoftLayer Technologies, Inc. ("SoftLayer US"), shall collect, use, disclose and manage Personal Information in accordance with the terms of the Privacy Agreement and this APAA.
3. SoftLayer or its Affiliates may disclose Personal Information to such Affiliates or third parties located outside of Australia, such as in the United States, Asia, Europe and South America or other overseas locations.
4. You consent that subclause 8.1 of the Australian Privacy Principles, part of the Privacy Act, does not apply to disclosure of Personal Information by SoftLayer Dutch or any of its Affiliates to other SoftLayer Affiliates or third parties located outside of Australia. You acknowledge that, in providing consent, if an overseas recipient of Personal Information handles Personal Information in breach of the Australian Privacy Principles, SoftLayer Dutch or its Affiliates will not be accountable under the Privacy Act and You will not be able to seek redress under the Privacy Act.
5. Personal Information collected by SoftLayer Dutch and its Affiliates is electronically stored in servers or data centers operated by SoftLayer Dutch or its Affiliates, which may be located inside or outside of Australia. The deletion of Customer Content is automatic upon termination or expiration of the Parties' RA, and SoftLayer may immediately erase or delete Customer Content from its computer infrastructure after the effective date of termination or expiration of the RA.
6. You agree that SoftLayer or its Affiliates may use or disclose Personal Information for the purpose of direct marketing by SoftLayer or its Affiliates.
7. You may request access to Personal Information held by SoftLayer or its Affiliates, or complain about a breach of the Australian Privacy Principles, by directing any request for access or complaint to:
SoftLayer Technologies, Inc.
ATTN: Legal Department
14001 Dallas Parkway, Suite M100
Dallas, Texas 75240
Email: legal@softlayer.com
Phone: 1 (214) 442-0600
8. SoftLayer will investigate any complaints, communicate the outcome of its investigation within a reasonable period after a complaint is made, and respond to requests for access to Personal Information within a reasonable period after a request is made.