
MEXICAN DATA PROCESSING AGREEMENT ADDENDUM

This Mexican Data Processing Agreement Addendum (the "MDPAA") is entered into by SoftLayer Dutch Holdings B.V., a company formed under the laws of the Netherlands, Registration Number 5246104 ("SoftLayer Dutch"), and Reseller ("You"). All capitalized terms used in this MDPAA that are not defined in this MDPAA shall have the meanings ascribed to such terms in the Parties' SoftLayer Reseller Agreement ("RA").

Note that this MDPAA 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.

You are based in Mexico and/or have ordered SoftLayer Services from a SoftLayer datacenter located in Mexico; and
The SoftLayer data center located in Mexico is operated by an Affiliate of SoftLayer Dutch.

NOW THEREFORE, the Parties agree as follows:

Scope

SoftLayer Dutch shall collect, process and use PII on behalf of You. The Parties acknowledge and agree that with regard to the collection, processing and use of PII, You are the individual or entity which determines the purposes and means of the processing of PII ("**Data Controller**") and SoftLayer Dutch and its Affiliates are the entities which process PII on behalf of the Data Controller (collectively, "**Data Processor**"). In particular, Data Controller shall be solely responsible for complying with the statutory data privacy and protection regulations, including, but not limited to, Article 2, paragraph IX, and Article 58, of the Federal Law for the Protection of Personal Data Held by Individuals (*Ley Federal de Protección de Datos Personales en Posesión de los Particulares*) (the "DP Act"), Articles 49 through 55 of the DP Act's Regulations and other applicable provisions, particularly with regard to the lawfulness of the remission to Data Processor and the lawfulness of the collection, processing and use of PII.

The scope, extent and nature of such collection, processing and use of PII shall be as defined in the RA, this MDPAA and the Data Controller's privacy notice attached as **Schedule 1** to this MDPAA which establishes the controlling and processing rights that Data Controller has on the PII. PII may not be collected, processed and used for any other purpose without Data Controller's prior written consent.

This MDPAA and the RA contain Data Controller's complete and final instructions to Data Processor for the collection, processing and use of PII. Any additional or alternate instructions must be agreed upon separately by the Parties. Data Processor shall collect, process and use any PII in accordance with Data Controller's instructions, and shall abstain from collecting, processing or using any PII for purposes other than those instructed by Data Controller.

Term

Except where this MDPAA expressly stipulates any surviving obligation, the term of this MDPAA shall follow the term of the RA.

Security Measures

Data Processor shall take the administrative, physical and technical security measures to adequately protect PII processed on behalf of Data Controller against damage, loss, alteration, destruction or its unauthorized use, access or processing, in accordance with the requirements of Article 19 of the DP Act and other applicable provisions.

Such security measures detail the measures listed below and are attached as **Schedule 2** to this MDPAA:

- a) physical access control
- b) logical access control
- c) data access control
- d) data transfer control
- e) data entry control
-) control of processing instructions
- g) availability control
- h) separation control

Data Processor shall be entitled to modify the security measures agreed upon, provided, however, that no modification shall be permissible if it reduces the level of protection contractually agreed upon. Data Processor will monitor regularly compliance with these measures. In the event of a security breach (as defined below), Data Processor shall implement corrective measures to prevent such security breach from repeating.

Notification in Case of a Security Breach

The Parties are aware that Article 20 of the DP Act and other applicable provisions impose a duty on the Data Controller to inform data owners in the event of a security breach of PII. Therefore, Data Processor shall give immediate notice to Data Controller in the event that Data Processor learns of a security breach that results in the disclosure of Data Controller's PII. For purposes of this MDPAA, a "security breach" includes any: (i) loss or unauthorized destruction or deletion of Data Controller's PII; (ii) theft, misplacement or unauthorized copying of Data Controller's PII; (iii) unauthorized use, access or processing of Data Controller's PII; or (iv) damage, alteration or unauthorized modification of Data Controller's PII. Such notice shall include, at least, a description of the security breach, the PII that was compromised, and the corrective measures being implemented by the Data Processor.

Data Confidentiality

Data Processor shall keep the confidentiality of the PII in accordance with Article 21 of the DP Act and other applicable provisions, which obligation shall survive the termination of the RA. Likewise, Data Processor shall ensure that any personnel entrusted with the collection, processing and use of PII on behalf of Data Controller, undertakes to comply with the principle of data confidentiality. The personnel's obligation to maintain data confidentiality shall also survive the termination of their respective employment.

Return and Deletion of Data Controller Content

The Data Controller maintains all rights in the PII and in all copies thereof.

Unless set forth otherwise in this MDPAA, Data Processor may only correct, delete or block the PII processed on behalf of the Data Controller when instructed to do so by the Data Controller.

According to Article 52, paragraph II subparagraph d), of the Regulations to the DP Act, prior to the effective date of termination, Data Processor will make available to Data Controller for download a file of Customer Content, including any PII, in a standard format along with attachments in their native format. After the effective date of termination, Data Processor shall have no obligation to maintain or provide any Customer Content, including PII, and shall thereafter delete all Customer Content in its systems or otherwise in its possession or under its control, unless Data Processor is legally bound to maintain such PII.

Transfers of PII

Data Processor shall abstain from transferring any PII processed on behalf of Data Controller unless when instructed to do so by the Data Controller, if such communication results from subcontracting, or if such transfer is required by a competent authority. If any competent authority requests access to any Customer Content, including PII, Data Processor shall inform Data Controller of such request without delay, unless prohibited by law. Data Controller shall be solely responsible for obtaining the relevant data owners' consent for any transfer of PII, if applicable, and shall furnish evidence of such consent upon request of the Data Processor.

Privacy Policies

Data Processor represents that it has in place data protection policies in line with the principles and duties provided in the DP Act, its Regulations and other applicable provisions. Data Processor will notify in writing (email included) of any changes in its privacy policies or the RA.

Privacy Notice

Data Controller shall be obliged to maintain privacy notices in accordance with Article 16 of the DP Act and other applicable provisions. The collection, processing and use of PII by SoftLayer Dutch and its Affiliates on behalf of the Data Controller shall comply with the terms, conditions and purposes set forth in the Data Controller's privacy notice attached as **Schedule 1** to this MDPAA. Any change to the Data Controller's privacy notice must be immediately notified in writing to Data Processor.

Data Owners' Requests

Where, in accordance with the DP Act, Data Controller is obliged to answer a data owner's request related to the collection, processing or use of such data owner's PII, then Data Processor shall support Data Controller in providing the required information if and to the extent Data Controller does not have access to such information. The foregoing shall apply only where Data Controller has so instructed Data Processor in writing (email included), and where Data Controller reimburses Data Processor for the cost and expenses incurred in providing such support. Data Controller shall be solely responsible for responding to any such requests of data owners.

Where a data owner requests Data Processor to access, correct, delete or block data, or limit the use or disclosure of data, Data Processor shall refer the data owner to Data Controller.

Subcontractors

Where Data Processor subcontracts SoftLayer Services that involve the collection, processing or use of PII, in whole or in part, to subcontractors, Data Processor shall oblige, on behalf of the Data Controller, such subcontractors to comply with data protection obligations at least equivalent to those contained in this MDPAA and to provide at the least the same level of privacy protection as is required hereunder, in accordance with Articles 54 and 55 of the Regulations to the DP Act.

Data Processor shall formalize the relationship with the subcontractors by means of an agreement or any other legal instrument that provides evidence of its existence, scope and content.

Data Controller hereby permits Data Processor to use Data Processor's Affiliates as subcontractors for the scope of work defined in the RA, in whole or in part, and to subcontract to Data Processor's Affiliates the parts of the scope of work enumerated below. Data Processor's Affiliates do not qualify as third party service providers in the meaning of the following two paragraphs. Data Controller authorizes Data Processor or Data Processor's Affiliates, respectively, to engage third party services providers as subcontractors for the collection, processing and use of PII in connection with the SoftLayer Services.

Notification of Mal-Performance

Data Controller shall, without undue delay and in a comprehensive fashion, inform Data Processor of any defect Data Controller may detect in Data Processor's work results and of any irregularity in the implementation of statutory regulations on data privacy.

Duties to Notify

Where the PII processed on behalf of Data Controller becomes subject to search and seizure, an attachment order, confiscation during bankruptcy or insolvency proceedings, or similar events or measures by third parties while being processed, Data Processor shall inform Data Controller without undue delay, unless prohibited by law. Data Processor shall, without undue delay, notify to all pertinent parties in such action, that any PII affected thereby is in Data Controller's sole property and area of responsibility, that PII is at Data Controller's sole disposition, and that Data Controller is the responsible party in the sense of the DP Act.

Cloud Services

Data Processor shall comply with the provisions of Article 52 of the Regulations to the DP Act relating to the processing of PII in cloud computing.

Contact Us
1-866-398-7638
214-442-0602
softlayer.com

Miscellaneous

No modification of this MDPAA and/or any of its components – including, but not limited to, Data Processor's representations and warranties, if any – shall be valid and binding unless made in writing (email included) and then only if such modification expressly states that such modification applies to the regulations of this MDPAA. The foregoing shall also apply to any waiver or modification of this MDPAA.

If either Party to this MDPAA requests that this MDPAA, as it may be modified from time to time, if applicable, shall be made available in writing (electronic form is not included), such Party shall send to the other Party two copies of this MDPAA duly signed by its representatives who have the authority to represent such Party, and the other Party's representatives who have the authority to represent the other Party shall countersign such two copies and return one of them to the other Party. Any obligations arising from statutory provisions or according to a judicial or regulatory decision shall remain unaffected by this MDPAA.

In case of any conflict, the terms of this MDPAA shall take precedence over the terms of the RA. Where individual terms of this MDPAA are invalid or unenforceable, the validity and enforceability of the other terms of this MDPAA shall not be affected.

This MDPAA is subject to the laws and competent courts of the United Mexican States.

At the request of either Party, the Parties will execute this MDPAA in duplicate.

SCHEDULE 1 TO THE MEXICAN DATA PROCESSING AGREEMENT ADDENDUM

PRIVACY AGREEMENT ADDENDUM

(SUPPLEMENT TO THE PRIVACY AGREEMENT IN RELATION TO MEXICAN CUSTOMERS WHO ARE INDIVIDUALS

In the event of a conflict between the Privacy Notice and the provisions contained in the Privacy Agreement, the Privacy Notice prevails

<u>Privacy Notice</u>	<u>Aviso de Privacidad</u>
I. Identity and Domicile of the Data Controller.	I. Identidad y Domicilio del Responsable.
<p>SoftLayer (the "<u>Data Controller</u>" or "<u>SoftLayer</u>"), respects your right to privacy as provided by the Federal Law for the Protection of Personal Data Held by Private Persons (the "<u>DP Act</u>"), its Regulations, and other applicable provisions.</p> <p>The purpose of this privacy notice (the "<u>Privacy Notice</u>") is to inform you of the purposes and procedures for the processing of your personal data, as such term is defined by the DP Act (the "<u>Personal Data</u>").</p> <p>Your Personal Data will be processed by SoftLayer in accordance with the terms of this Privacy Notice, the DP Act, its Regulations and other applicable provisions.</p> <p>Capitalized terms not defined in this Privacy Notice shall have the meaning ascribed to such terms in the RA entered into by and between you and SoftLayer.</p>	<p>SoftLayer (el "<u>Responsable</u>" o "<u>SoftLayer</u>"), , respeta su derecho a la privacidad según se establece en la Ley Federal de Protección de Datos Personales en Posesión de los Particulares (la "<u>Ley de Datos</u>"), su Reglamento y demás disposiciones aplicables.</p> <p>El presente aviso de privacidad (el "<u>Aviso de Privacidad</u>") tiene por objeto informarle sobre las finalidades y procedimientos del tratamiento de sus datos personales, según dicho término se define en la Ley de Datos (los "<u>Datos Personales</u>").</p> <p>Sus Datos Personales serán tratados por SoftLayer de conformidad con el presente Aviso de Privacidad, la Ley de Datos, su Reglamento y las demás disposiciones aplicables.</p> <p>Los términos con letra mayúscula inicial que no estén definidos en este Aviso de Privacidad tendrán el significado que se les confiere en el contrato marco de prestación de servicios celebrado entre usted y SoftLayer.</p>
II. Contact Information of the Data Controller.	II. Datos de Contacto del Responsable.
<p>The Data Controller has appointed a responsible party in charge of Personal Data (the "<u>Privacy Officer</u>"). If you require any information regarding this Privacy Notice or in relation to the exercise of your rights resulting from the processing of your Personal Data, please contact our Privacy Officer, by e-mail to the following address: [legal@softlayer.com].</p>	<p>El Responsable ha designado a un encargado de Datos Personales (el "<u>Oficial de Privacidad</u>"). En caso de que usted desee cualquier información respecto del presente Aviso de Privacidad o en relación con el ejercicio de cualesquiera de sus derechos derivados del tratamiento de sus Datos Personales, por favor contacte a nuestro Oficial de Privacidad, enviando un correo electrónico a la siguiente dirección: [legal@softlayer.com].</p>
III. Purposes of the Processing of your Personal Data.	III. Finalidades del Tratamiento de sus Datos Personales.
<p>Your Personal Data will be processed for the following purposes:</p> <ul style="list-style-type: none"> • Necessary for the legal relationship between you and the Data Controller: <ol style="list-style-type: none"> 1. To provide the SoftLayer Services agreed to by you and SoftLayer. 2. To comply with any and all terms and conditions provided in a certain RA, entered into by and between you and SoftLayer. 3. To collect any amounts owed by you to SoftLayer. 4. To provide support and future services. 5. To provide service, product update, and similar notices, including notices related to this Privacy Notice. 6. To respond to your inquiries and requests for information. 7. To respond to requests for SoftLayer Services or quotes for product and equipment purchase. 8. To comply with requirements issued by governmental entities or authorities, as well as with local and foreign applicable laws, and SoftLayer's policies and procedures, including record keeping and retention. • Not necessary for the legal relationship between you and the Data Controller: <ol style="list-style-type: none"> 1. To send advertising or marketing materials of new SoftLayer products or services. 	<p>Sus Datos Personales serán tratados para las siguientes finalidades:</p> <ul style="list-style-type: none"> • Necesarias para la relación jurídica entre el Responsable y usted: <ol style="list-style-type: none"> 1. Prestarle los servicios pactados entre usted y SoftLayer. 2. Cumplir con cualesquier y todos los términos y condiciones pactados en cierto contrato marco de prestación de servicios de SoftLayer, celebrado entre usted y SoftLayer. 3. Realizar procedimientos de cobranza de cualesquier cantidades adeudadas por usted a SoftLayer. 4. Prestarle apoyo y servicios futuros. 5. Enviarle notificaciones y avisos relativos a los servicios, actualizaciones y otros similares, incluyendo sobre este Aviso de Privacidad. 6. Responder a sus preguntas y solicitudes de información. 7. Responder a sus solicitudes de servicios de SoftLayer o de cotizaciones para la adquisición de productos o equipo. 8. Cumplir con los requerimientos realizados por entes o autoridades gubernamentales, así como con las leyes locales y extranjeras aplicables y las políticas y procedimientos de SoftLayer, incluyendo sobre conservación y retención de documentos. • No necesarias para la relación jurídica entre el Responsable y usted: <ol style="list-style-type: none"> 1. Enviarle publicidad o promociones sobre nuevos productos o servicios de SoftLayer. <p><input type="checkbox"/> No deseo que el Responsable utilice mis Datos Personales para las finalidades mencionadas en el párrafo 1 anterior.</p>

<input type="checkbox"/> I do not wish my Personal Data to be used by the Data Controller for the purposes mentioned in the above paragraph 1.	
<p>IV. Types of Personal Data Processed.</p> <p>For the purposes set forth in section III above, SoftLayer will process the following Personal Data: [Contact information (such as name, address, phone number and e-mail address), Financial Personal Data (such as credit card number, card verification value (CVV), purchase details and payment information), information related to products and service or support requested by you, information about your use of SoftLayer services (such as web pages visited, data collected as a result of site navigation, your registrations for online newsletters, opt-in mailing lists and specific requests for further information, your purchases and specified requirements, your participation in interactive discussions and public forums), name and e-mail address of the person you refer to us for referring our Site, and your preferences and privileges].</p> <p>We will not process any Sensitive Personal Data.</p> <p>The Data Controller may collect your Personal Data, personally, directly or indirectly, through the following sources:</p> <ul style="list-style-type: none"> • Automated means such as communication protocols and cookies. • Online registration and online signup forms. • Sales inquiries and transactions. • Online customer communications. • Offline communications and interactions. • Third party sources of information. <p>You hereby acknowledge and agree that you have been given consent by those individuals of which you provide to us Personal Data, in the understanding such Personal Data will be processed according to the terms of this Privacy Notice.</p>	<p>IV. Datos Personales que se Tratarán.</p> <p>Para alcanzar las finalidades mencionadas en la sección III anterior, SoftLayer tratará los siguientes Datos Personales: [Datos de contacto (como nombre, domicilio, número de teléfono y dirección de correo electrónico), Datos Personales Financieros o Patrimoniales (como número de tarjeta de crédito, código de seguridad de la tarjeta (CST), detalles de su compra e información de pago), información relativa a los productos y servicios o apoyo solicitado por usted, información sobre su uso de los servicios de SoftLayer (como páginas de internet que haya visitado, datos que resulten de su navegación por internet, sus registros para recibir boletines en línea, su inclusión en listas de distribución de correos electrónicos y sus solicitudes específicas de información, sus compras y requerimientos específicos, sus participaciones en discusiones interactivas y foros públicos), nombre y correo electrónico de la persona que usted nos refiera para invitarle a conocer nuestro Sitio, y sus preferencias y privilegios].</p> <p>No trataremos Datos Personales Sensibles de usted.</p> <p>El Responsable podrá recabar sus datos personales, personal, directa o indirectamente, a través de las siguientes fuentes:</p> <ul style="list-style-type: none"> • Medios automáticos como protocolos de comunicación y cookies. • Registros en línea o formatos de suscripción en línea. • Consultas y operaciones con el área de ventas. • Comunicaciones en línea. • Comunicaciones cuando no esté en línea. • Otras fuentes de información, como terceros. <p>Usted declara y acepta que cuenta con el consentimiento de aquellas personas de quienes proporcione datos personales en el entendido de que dichos datos se registrarán por el presente aviso de privacidad.</p>
<p>V. Options to limit the use and disclosure of your Personal Data.</p> <p>You may limit the use and disclosure of your Personal Data, so that your Personal Data is not processed for purposes that are not necessary for the legal relationship between you and SoftLayer.</p> <p>The Customer Portal allows you to opt out of services and mailing lists. The Customer Portal provides you with control over your preferences for electronic information delivery.</p> <p>You may also limit the use and disclosure of your Personal Data, by filing a request to the Privacy Officer, by sending an e-mail to the following address: legal@softlayer.com, for the Data Controller to include you in its exclusion list, so that Your Personal Data is not processed for purposes different than those necessary for our legal relationship with you.</p>	<p>V. Opciones para limitar el uso o divulgación de sus Datos Personales.</p> <p>Usted podrá limitar el uso o divulgación de sus Datos Personales, a fin de que sus Datos Personales no sean tratados para las finalidades que no son necesarias para la relación jurídica entre usted y SoftLayer.</p> <p>El Portal del Cliente le permite elegir la opción de quedar excluido de servicios y de listas de distribución de correos electrónicos. El Portal del Cliente le da control sobre sus preferencias para el envío de información electrónica.</p> <p>Usted también puede limitar el uso y divulgación de sus Datos Personales, presentando su solicitud al Oficial de Privacidad, enviando un correo electrónico a la siguiente dirección: legal@softlayer.com, a efecto de que se le inscriba en un listado de exclusión que formará el Responsable, a fin de que sus Datos Personales no sean tratados para fines distintos de los necesarios para nuestra relación jurídica con usted.</p>
<p>VI. Means to exercise your ARCO rights.</p> <p>You have the right to: (i) access your Personal Data in possession of the Data Controller and know how such Personal Data is being processed; (ii) rectify your Personal Data if such Personal Data is inaccurate or incomplete; (iii) cancel your Personal Data if such Personal Data is not required for the purposes set forth in this Privacy Notice, is being used for different purposes than those consented or the contractual or services relationship has terminated, (iv) oppose the processing of your Personal Data for certain purposes, as set forth in the DP Act, (jointly, the "ARCO Rights").</p> <p>To exercise your ARCO Rights you must file a request (the "ARCO Request") to the Data Controller, addressed to the Privacy Officer, by sending an e-mail to the following address: legal@softlayer.com, together with the following information:</p>	<p>VI. Medios para ejercer los derechos Arco.</p> <p>Usted tiene el derecho de: (i) acceder a sus Datos Personales en nuestro poder y conocer los detalles del tratamiento de los mismos, (ii) rectificarlos en caso de ser inexactos o incompletos, (iii) cancelarlos cuando considere que no se requieren para alguna de las finalidades señaladas en el presente Aviso de Privacidad, estén siendo utilizados para finalidades no consentidas o haya finalizado la relación contractual o de servicios, u (iv) oponerse al tratamiento de los mismos para fines específicos, de conformidad con la Ley de Datos, (conjuntamente, los "Derechos ARCO").</p> <p>Para el ejercicio de sus Derechos ARCO, deberá presentar una solicitud (la "Solicitud ARCO"), al Responsable, a la atención del Oficial de Privacidad, enviando un correo electrónico a la siguiente dirección: legal@softlayer.com, acompañada de la siguiente información y documentación:</p>

<ol style="list-style-type: none"> 1. Your name, address and e-mail to be able to deliver the response to your ARCO Request; 2. A copy of the documents that evidence your identity (elector card, passport or any other official identification) or, if applicable, the documents that evidence the legal representation; 3. A clear and precise description of the Personal Data with respect to which you desire to exercise the ARCO Rights; 4. Any document or information that facilitates the location of your Personal Data, and 5. In case a rectification of Personal Data is being requested, you must also indicate the modifications to be made and provide the documents that support such request. <p>The Privacy Officer will respond to your ARCO Request, indicating the reasons supporting the response, by e-mail no later than 20 business days following the date on which your ARCO Request was received. In the event that the ARCO Request is granted, the requested changes will be made in a period not greater than 15 business days. The time periods mentioned in this paragraph may be extended by the Data Controller once for an equal period of time, if necessary.</p> <p>The Data Controller may refuse (the "<u>Refusal</u>") to grant a request for the exercise of the ARCO Rights, as allowed in the DP Act, which decision will be informed to you.</p> <p>The Refusal may be partial, in which case the Data Controller will grant the access, rectification, cancelation or opposition with respect to those aspects that were approved.</p> <p>The exercise of ARCO Rights will be free of charge, however, if you repeat your ARCO Request in a period of less than twelve months, the cost will be equivalent to three days of General Minimum Wage Applicable in the Federal District, plus V.A.T., unless there are material changes to this Privacy Notice that justify the subsequent ARCO Request. You will have to pay the costs of delivery and reproduction of documents in copies or other forms and, if applicable, the cost for the certification of the documents.</p> <p>In addition to the above, SoftLayer provides you with the ability to manage your Personal Data. We maintain the data and allow you to update it at any time. To change this information, you must login with a user ID and password and follow the prompts to "update my profile" on the Customer Portal.</p> <p>If you consider that your data protection rights have been violated by any behavior of our employees or by our performance or responses to your requests, or that in the processing of your Personal Data exists a violation to the provisions contained in the DP Act, you may file the relevant claim or complaint before the Federal Institute for Access to Information and Data Protection (IFAI).</p>	<ol style="list-style-type: none"> 1. Su nombre, domicilio y correo electrónico para poder comunicarle la respuesta a la Solicitud ARCO; 2. Una copia de los documentos que acrediten su identidad (credencial de elector, pasaporte o cualquier otra identificación oficial) o, en su caso, los documentos que acrediten su representación legal; 3. Una descripción clara y precisa de los Datos Personales respecto de los cuales busca ejercer alguno de los Derechos ARCO; 4. Cualquier documento o información que facilite la localización de sus Datos Personales, y 5. En caso de solicitar una rectificación de sus Datos Personales, deberá de indicar también, las modificaciones a realizarse y aportar la documentación que sustente su petición. <p>El Oficial de Privacidad responderá su Solicitud ARCO, indicando los motivos de su decisión, mediante un correo electrónico en un plazo máximo de 20 días hábiles contados desde el día en que se haya recibido su Solicitud ARCO. En caso de que la Solicitud ARCO se conteste de manera afirmativa o procedente, los cambios solicitados se harán en un plazo máximo de 15 días hábiles. El Responsable podrá ampliar los plazos referidos en este párrafo, por una sola vez, por un periodo igual al original.</p> <p>El Responsable podrá negar el acceso (la "<u>Negativa</u>") para que usted ejerza sus Derechos ARCO, en los supuestos que lo permita la Ley de Datos, por lo que deberá informar a usted el motivo de tal decisión.</p> <p>La Negativa podrá ser parcial, en cuyo caso el Responsable efectuará el acceso, rectificación, cancelación u oposición en la parte procedente.</p> <p>El ejercicio de los Derechos ARCO será gratuito, pero si usted reitera su solicitud en un periodo menor a doce meses, los costos serán de tres días de Salario Mínimo General Vigente en el Distrito Federal, más I.V.A., a menos que existan modificaciones sustanciales al presente Aviso de Privacidad, que motiven nuevas Solicitudes ARCO. Usted deberá de cubrir los gastos justificados de envío o el costo de reproducción de documentos en copias u otros formatos y, en su caso, el costo de la certificación de los documentos.</p> <p>Adicionalmente, SoftLayer le da la posibilidad de manejar sus propios Datos Personales. Nosotros mantenemos la información y le permitimos actualizarla en cualquier momento. Para modificar su información, usted debe iniciar sesión mediante un nombre de usuario y contraseña y seguir las indicaciones para "actualizar mi perfil" en el Portal del Cliente.</p> <p>Si usted considera que sus derechos de protección de sus Datos Personales han sido lesionados por alguna conducta de nuestros empleados o de nuestras actuaciones o respuestas, o presume que en el tratamiento de sus Datos Personales existe alguna violación a las disposiciones previstas en la Ley de Datos, podrá interponer la queja o denuncia correspondiente ante el Instituto Federal de Acceso a la Información y Protección de Datos (IFAI).</p>
<p>VII. Means to revoke the consent for the processing of your Personal Data.</p>	<p>VII. Medios para revocar el consentimiento para el tratamiento de Datos Personales.</p>
<p>In order to revoke your consent for the processing of your Personal Data, you must file your request to the Privacy Officer, by sending an e-mail to the following address: legal@softlayer.com.</p> <p>If after requesting such revocation you request that the Data Controller confirms the same, the Data Controller will respond expressly.</p> <p>We inform you that we may not be able to fulfill your request or finalize the processing of your Personal Data immediately, because we may be bound by a legal obligation to continue the processing of your Personal Data. (To revoke your consent for the processing of your Personal Data may result in the impossibility to continue with our legal relationship).</p>	<p>Para revocar su consentimiento para el tratamiento de Datos Personales, deberá presentar su solicitud al Oficial de Privacidad, enviando un correo electrónico a la siguiente dirección: legal@softlayer.com.</p> <p>Si con posterioridad a la revocación usted solicita la confirmación de la misma, el Responsable le responderá de forma expresa.</p> <p>Le informamos que no en todos los casos podremos atender su solicitud o concluir el tratamiento de sus Datos Personales de forma inmediata, ya que es posible que por alguna obligación legal requiramos seguir tratando sus Datos Personales. (Revocar su consentimiento para el tratamiento de sus</p>

	<p>Datos Personales podrá tener como consecuencia la imposibilidad de continuar con nuestra relación jurídica).</p>
<p>VIII. Transfers of Personal Data.</p> <p>We inform you that we may transfer your Personal Data without your consent, for the purposes set forth in section III of this Privacy Notice, in terms of article 37 of the DP Act:</p> <ol style="list-style-type: none"> 1. When the transfer is provided in a law or treaty to which Mexico is a party; 2. When the transfer is necessary for medical diagnosis or prevention, health care delivery, medical treatment or health services management; 3. When the transfer is made to holding companies, subsidiaries or Affiliates of the Data Controller, operating under the same internal processes and policies; 4. When the transfer is necessary by virtue of a contract executed or to be executed in your interest between the Data Controller and a Third Party; 5. When the transfer is necessary or legally required to safeguard a public interest or for the administration of justice; 6. When the transfer is necessary for the recognition, exercise or defense of a right in a judicial proceeding, and 7. When the transfer is necessary to maintain or fulfill a legal relationship between you and the Data Controller. <p>Except for the cases set forth above, the Data Controller will not share or transfer your Personal Data to Third Parties unless as provided by applicable law, or if you have consented to such transfer of your Personal Data in advance.</p>	<p>VIII. Transferencias de sus Datos Personales.</p> <p>Le informamos que podremos transferir sus Datos Personales sin su consentimiento, para las finalidades descritas en la sección III del presente Aviso de Privacidad, en los supuestos que establece el artículo 37 de Ley de Datos:</p> <ol style="list-style-type: none"> 1. Cuando la transferencia esté prevista en una ley o tratado en los que México sea parte; 2. Cuando la transferencia sea necesaria para la prevención o el diagnóstico médico, la prestación de asistencia sanitaria, tratamiento médico o la gestión de servicios sanitarios; 3. Cuando la transferencia sea efectuada a sociedades controladoras, subsidiarias o afiliadas bajo el control común del Responsable, o a una sociedad matriz o a cualquier sociedad del mismo grupo del Responsable que opere bajo los mismos procesos y políticas internas; 4. Cuando la transferencia sea necesaria por virtud de un contrato celebrado o por celebrar en su interés, por el Responsable y un tercero; 5. Cuando la transferencia sea necesaria o legalmente exigida para la salvaguarda de un interés público, o para la procuración o administración de justicia; 6. Cuando la transferencia sea precisa para el reconocimiento, ejercicio o defensa de un derecho en un proceso judicial, y 7. Cuando la transferencia sea precisa para el mantenimiento o cumplimiento de una relación jurídica entre usted y el Responsable. <p>Salvo estos casos, el Responsable no compartirá o transferirá sus Datos Personales a terceros con excepción de los casos previstos en las leyes aplicables, o en caso de que usted haya consentido dicha transferencia de sus Datos Personales previamente.</p>
<p>IX. Use of Cookies and Other Tracking Technologies.</p> <p>We inform you that SoftLayer uses cookies and other technologies in its Site, through which it is possible to monitor your behavior as an internet user, as well as provide a better service to you, according to the following information:</p> <ol style="list-style-type: none"> 1. SoftLayer may receive Personal Data from you as part of the communication connection itself through the standard electronic greeting between your computer and our servers. This information often consists of network routing (where you came from), equipment information (browser type), internet protocol address, date and time. At this time our server will also query your computer to see if there are "cookies" previously set by softlayer.com to facilitate log in or other site navigation procedures. A "cookie" is a small piece of information sent by a web server to store in a web browser so it can later be read back from that browser. 2. Cookies: Some parts of the Site use cookies (including signup forms) to collect information about visitors' use of the Site and to facilitate return visits. The information collected from cookies is tracked to enhance security and/or to improve the functionality of the Site by avoiding duplicate data entry, facilitating navigation, and increasing the relevance of content. 	<p>IX. Uso de Cookies y Otras Tecnologías de Rastreo.</p> <p>Le informamos que SoftLayer utiliza cookies y otras tecnologías en nuestro Sitio, a través de las cuales es posible monitorear su comportamiento como usuario de internet, así como brindarle un mejor servicio, de acuerdo con la siguiente información:</p> <ol style="list-style-type: none"> 1. SoftLayer puede recabar Datos Personales de usted como resultado de la propia conexión de comunicación a través del saludo electrónico estándar entre su computadora y nuestros servidores. Esta información consiste a menudo en el enrutamiento de red (de dónde vienes), la información del equipo (tipo de navegador), dirección de IP, la fecha y la hora. En ese momento nuestro servidor también revisará su computadora para detectar si hay "cookies" previamente instalados por softlayer.com que faciliten la conexión u otros procedimientos de navegación. Una "cookie" es una pequeña pieza de información enviada por un servidor web para almacenar en un navegador web para más adelante poderse leer de nuevo desde ese navegador. 2. Cookies: Algunas partes del Sitio utilizan cookies (incluidos los formularios de registro) para recabar información sobre el uso del Sitio por los visitantes y para facilitar sus siguientes visitas. La información recabada por las cookies es monitoreada para mejorar la seguridad y / o para mejorar la funcionalidad del Sitio, evitando la duplicación de datos, lo que facilita la navegación, y aumentando la relevancia de los contenidos.

<p>3. Cookies on the Site may collect the following information: a unique identifier, your preferences and profile information used to personalize the content that is shown, and your information to access SoftLayer's user forums. Some cookies used by softlayer.com may remain on your computer after you leave the Site, but the majority is set to expire within thirty ("30") – three hundred sixty five ("365") days. There may be some cookies on certain tools that are of longer duration. Cookies may also be of benefit to you by creating a more streamlined login process, keeping track of shopping cart additions or preserving order information between sessions. In the future, as we enable further customization of the Site, cookies will help in ensuring that information provided to you will be the most relevant to your needs.</p> <p>4. Browsers provide you with information and control over cookies. You can set your web browser to alert you when a cookie is being used. You can also get information on the duration of the cookie and what server your data is being returned to. You then have the opportunity to accept or reject the cookie. Additionally, you can set your browser to refuse all cookies or accept only cookies returned to the originating servers. You can generally disable the cookie feature on their browser without affecting their ability to use the Site, except in some cases where cookies are used as an essential security feature or to provide functionality necessary for transaction completion.</p>	<p>3. Las cookies del Sitio pueden recabar la siguiente información: un identificador único, sus preferencias y la información de perfil utilizada para personalizar el contenido que se muestra, y su información para tener acceso a los foros de usuarios de SoftLayer. Algunas cookies utilizadas por softlayer.com pueden permanecer en el equipo después de que usted sale del sitio, pero la mayoría expira en un periodo entre treinta ("30") - trescientos sesenta y cinco ("365") días. Puede haber algunas cookies en ciertas herramientas que son de mayor duración. Las cookies también pueden traer beneficios para usted facilitando su proceso de inicio de sesión, monitoreando sus compras o conservando la información de sus órdenes. En un futuro, en tanto realizamos mejoras al Sitio, las cookies nos ayudarán a garantizar que la información proporcionada a usted sea lo más relevante posible conforme a sus necesidades.</p> <p>4. Los navegadores le proporcionan información y control sobre las cookies. Usted puede configurar su navegador para que le avise cuando se utiliza una cookie. También puede obtener información sobre la duración de la cookie y a qué servidor están siendo devueltos sus datos. Enseguida usted tiene la oportunidad de aceptar o rechazar la cookie. Además, puede configurar su navegador para rechazar todas las cookies o aceptar sólo las cookies devueltas a los servidores de origen. En general, usted puede desactivar la función de cookies en su navegador sin afectar su capacidad de utilizar el Sitio, salvo en algunos casos en que se usan las cookies como una característica esencial de seguridad o para proporcionar la funcionalidad necesaria para la realización de transacciones.</p>
<p>X. Security Measures</p>	<p>X. Medidas de Seguridad</p>
<p>Your Personal Data will be protected in accordance with the administrative, technical and physical, security measures that the Data Controller has implemented. These measures include policies, procedures, employee training, physical access and technical elements relating to data access controls. In addition, SoftLayer uses standard security protocols and mechanisms to facilitate the exchange and the transmission of susceptible data such as credit card details.</p> <p>In the event of a security breach in any stage of the processing of your Personal Data that may significantly affect your economic or moral rights, the Privacy Officer will inform you promptly by e-mail or ticket on the Customer Portal or, if SoftLayer is unable to contact the individual by e-mail or ticket on the Customer Portal, then by regular mail, so that you may take appropriate protective measures.</p>	<p>Sus Datos Personales serán protegidos de conformidad con las medidas de seguridad, administrativas, técnicas y físicas, que el Responsable tiene implementadas. Estas medidas incluyen políticas, procedimientos, capacitación a empleados, accesos físicos y elementos técnicos relacionados con los controles de acceso a la información. Adicionalmente, SoftLayer utiliza protocolos y mecanismos de seguridad estándar para facilitar el intercambio y la transmisión de datos susceptibles como la información de su tarjeta de crédito.</p> <p>En caso de que ocurra una vulneración de seguridad en cualquier fase del tratamiento de sus Datos Personales, que afecte de forma significativa sus derechos patrimoniales o morales, el Oficial de Privacidad le comunicará de forma inmediata por correo electrónico o mediante aviso en el Portal del Cliente o, si SoftLayer no puede contactarlo por correo electrónico o mediante el aviso en el Portal del Cliente, entonces utilizará el correo tradicional, para que usted pueda tomar las medidas necesarias correspondientes para la defensa de sus derechos.</p>
<p>XI. Changes and modifications to the privacy notice.</p>	<p>XI. Cambios o modificaciones al aviso de privacidad.</p>
<p>The Data Controller reserves the right to make changes or updates to this Privacy Notice at any time, in the understanding that you will be notified of any such modifications by means of an e-mail or through a prominent notice on the Customer Portal notifying of the change, therefore we suggest that you review it frequently.</p>	<p>El Responsable se reserva el derecho de efectuar en cualquier momento modificaciones o actualizaciones al presente Aviso de Privacidad, en el entendido de que toda modificación al mismo se le dará a conocer a usted mediante una notificación a su correo electrónico o por medio de la publicación visible de un aviso en el Portal del Cliente notificando el cambio, por lo que le recomendamos verificarlo con frecuencia.</p>
<p>XII. Consent.</p>	<p>XII. Consentimiento.</p>
<p>I hereby acknowledge receipt of this Privacy Notice and grant my express consent for the processing of my Personal Data, including my Financial Personal Data, in terms of this Privacy Notice (To refuse to grant your consent for the processing of your Personal Data may result in the impossibility of establishing or continuing with the legal relationship with the Data Controller).</p> <p>Name, date and signature _____</p>	<p>Reconozco haber recibido el presente Aviso de Privacidad y otorgo mi consentimiento expreso para el tratamiento de mis Datos Personales, incluyendo mis Datos Personales Financieros o Patrimoniales, en los términos del presente Aviso de Privacidad (Negarse al tratamiento de sus Datos Personales podrá tener como consecuencia la imposibilidad de establecer o continuar con la relación jurídica con el Responsable).</p> <p>Nombre, fecha y firma _____</p>

SCHEDULE 2 TO THE MEXICAN DATA PROCESSING AGREEMENT ADDENDUM

SECURITY MEASURES

To mitigate the risk to information processing resources, unauthorized disclosure or erasure of information and interruption of support for business processes which may result from unauthorized access, security controls implemented by the data importer are included in the following sections:

Section 1 – Access Controls

Section 2 – Personnel Security Controls

Section 3 - Physical and Environmental Controls

Section 4 – Network Connectivity

Section 5 – Media Protection

Section 6 – Logging

Section 7 – Transfer Control

Section 8 – Operate at Instruction of Data Exporter

Section 9 – Separation Control

Section 10 – Audit and Compliance

Section 11 – Responsibilities

Section 1 – Access Controls

Access to systems and network devices is based upon a documented, approved request process. Logical access to all platform servers and management systems requires two-factor authentication. A periodic verification is performed to determine that the owner of a user ID is still employed and assigned to the appropriate role. Access is further restricted by system permissions using a least privilege methodology and all permissions require documented business need. Exceptions identified during the verification process are remediated. Business need revalidation is performed on a quarterly basis to determine that access is commensurate with the users job function. Exceptions identified during the revalidation process are remediated. User access is revoked upon termination of employment or change of job role.

Section 2 – Personnel Security Controls

Personnel security is controlled by policies and procedures. All new staff are subject to background checks and screenings where allowable by law. Access is granted on a least privilege basis and separation of duties is enforced to ensure that sensitive actions cannot be performed without additional scrutiny. Access is reviewed upon any change in position and access (both physical and logical) to all systems is revoked upon termination of employment. All employees sign a confidentiality agreement at the start of their employment. New hires are required to take a security training course. New hires and current employees are required to complete the security training course annually thereafter.

Section 3 - Physical and Environmental Controls

General access to the buildings is controlled by the use of a card access system. Closed circuit television (CCTV) cameras are installed throughout the sites and monitored by security personnel. Selected access doors are alarmed and security personnel monitor these alarms. Access to controlled areas is restricted through the use of card access and/or additional biometric verification. All individuals without authorized access to the controlled areas must sign in and be escorted by an individual with approved controlled area access. All controlled area emergency exits have audible alarms and security personnel monitor these alarms. Periodic verification that the alarms are functioning is performed, documented, and retained. Access rights to controlled areas are fully revalidated on a quarterly basis. Access to controlled areas is revoked upon termination of employment. Passwords are implemented according to the following requirements. Identity verification passwords must:

- Be at least twelve characters in length
- Meet other stringent requirements set by Data Importer.

Facilities are protected against environmental factors such as fire, water, and heat through fire alarms, fire extinguishers, smoke alarms, and fire suppression and extinguishing systems. Facilities are protected against power disruptions or failures through Uninterruptible Power Supply (UPS) systems and backup generators, which are maintained and tested on a regular basis.

Section 4 – Network Connectivity

Redundant network connections are used via various providers to minimize the risk of outages.

Section 5 – Media Protection

All media is handled through a tracked inventory from receipt to destruction and is kept within the physical security precautions of the data center. Physical drives are wiped pursuant to United States Department of Defense protocol when they reach end-of-life or are released by the Data Exporter. Network storage and virtual server storage is indexed and wiped nightly. Drives are destroyed by crushing when they cannot be reused or based upon Data Exporter's request.

Section 6 – Logging

Data Exporter shall be responsible for monitoring activity within their environments. Data Importer shall monitor its systems and functions to ensure all access is appropriate and in accordance with the Data Exporter's instructions. Log files managed by Data Importer shall be stored for at least 90 days. CCTV recordings are kept for 90 days where permitted by law. In locations where the local law limits the retention of CCTV recordings, they are held for the maximum period allowable by law.

Section 7 – Transfer Control

Data Exporter is responsible for ensuring that all transfers of data across networks are protected from unauthorized access, copy, alteration, or removal. Data Importer does not transfer Data Exporter's data except as directed by Data Exporter. Data Importer is only responsible for taking appropriate measures to ensure the physical security of the cloud data center environment. For the avoidance of doubt, Data Exporter's data will only be stored in the data center explicitly chosen by Data Exporter. SoftLayer will not independently transfer Data Exporter's data to another data center location.

Section 8 – Operate at Instruction of Data Exporter

Data processing will be performed in compliance with the Data Exporter's instructions. The extent of the Data Exporter's instructions will be defined in the relevant service contract between Data Exporter and Data Importer; including the agreed data processing agreement (if applicable) and these Clauses. All processing activities performed by Data Importer will be limited to those necessary to fulfil its obligations under the agreement and pursuant to Data Exporter's instructions.

Section 9 – Separation Control

Data Exporter's environments are separated via dedicated logical networks, which keep Data from different clients in separate segments to ensure client-independent usage. This segmentation is enforced via the use of VLANs and Access Control Lists and is periodically tested.

Section 10 – Audit and Compliance

Data Importer maintains its environment consistent with security best practices, including yearly audit to SOC 2, ISO27001 or similar standards. The SOC2 report addresses security and availability of how Data Importer operates its data center's physical facilities. Data Importer's SOC2 audit report, ISO 27001 certificate, or equivalent, are available to customers and their auditors upon request by a Data Exporter to Data Importer.

Section 11 – Responsibilities

Data Importer will comply with all laws and regulations as well as with all contractual obligations applicable to its operation as an Infrastructure as a Service provider and as a Data Importer under these EU Standard Contractual Clauses. Data Importer shall not be responsible for compliance with any legal, regulatory, or industry requirements of the Data Exporter.

Data Importer provides optional security features to the customer as part of its catalogue offerings. Data Importer shall only be responsible for the provisioning of these tools. All configuration, operation, maintenance and logging is the sole responsibility of the Data Exporter.