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**MEXICAN RESELLER AGREEMENT ADDENDUM  
(APPLIES TO MEXICAN RESELLERS WHO ARE INDIVIDUALS)**

This Mexican Reseller Agreement Addendum ("MRAA") 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 MRAA that are not defined in this MRAA shall have the meanings ascribed to them in the Parties' SoftLayer Reseller Agreement ("RA").

Note that this MRAA 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 an individual based in the United Mexican States ("Mexico"); and  
The SoftLayer data center located in Mexico is operated by an Affiliate of SoftLayer Dutch.

The Parties now amend the RA as follows:

1. Each Party acknowledges and agrees that:
  - a. Section 1 of the RA is hereby amended to include certain definitions, which will read as follows:
    - "**Financial PII**" means any PII that makes reference to an individual's economic capacity or financial information. Financial PII includes all information defined as Account Information.
    - "**PII**" means any information concerning an identified or identifiable individual. PII includes, but is not limited to PII, Financial PII and Sensitive PII.
    - "**Privacy Notice**" means the document that sets forth the terms and procedures governing the processing, including collection and use, of PII available to Customer.
    - "**Sensitive PII**" means PII concerning the most intimate sphere of a data owner's life, or whose misuse might lead to discrimination or involve a serious risk for said data owner. In particular, sensitive data is considered that which may reveal aspects such as racial or ethnic origin, present and future health status, genetic information, religious, philosophical and moral beliefs, union membership, political views, or sexual preference.
  - b. The RA is hereby amended so that the collection and use of PII and any other PII is governed by the Privacy Agreement, the Privacy Notice, and the Federal Law for the Protection of PII held by Individuals (*Ley Federal de Protección de Datos Personales en Posesión de los Particulares*) and its Regulations. In the event of a conflict between the Privacy Notice and the provisions contained in the Privacy Agreement, the Privacy Notice shall prevail.
  - c. Notwithstanding any terms to the contrary in Section 15.4 of the RA ("Effect of Termination") the deletion of Customer Content is automatic upon termination or expiration of the RA. Consequently, unless SoftLayer determines otherwise, neither You nor your Customers will have access to Customer Content, and SoftLayer may immediately erase or delete Customer Content from its computer infrastructure, after the effective date of termination or expiration of this RA, provided Customer has had the opportunity to recover such Customer Content prior to its deletion or expiration of the RA."
  - d. Section 17.12 of the RA ("Controlling Language") is hereby amended so that it reads, in its entirety, as follows: "**17.12 Controlling Language.** The official language of the RA shall be the English language and no translation into any other language may be used in its interpretation, unless as in the case of the Privacy Notice provided to Reseller or its Customers. All SoftLayer Services, support, notices, designations, specifications, and communications will be provided in the English language."
2. This MRAA shall be effective as of the effective date of the RA.
3. In the event of any conflict between the terms of this MRAA and the RA, the terms of this MRAA shall control.
4. Except as expressly amended in this MRAA, all other terms and conditions of the RA shall continue in full force and effect in accordance with the provisions of the RA.