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**NETHERLANDS DATA PROCESSING ADDENDUM**  
**(APPLIES TO CLIENTS AND RESELLERS IF THE PROCESSING IS CARRIED OUT IN THE CONTEXT OF THE ACTIVITIES OF AN ESTABLISHMENT OF CLIENT OR RESELLER IN THE EUROPEAN ECONOMIC AREA)**

This Netherlands Data Processing Addendum ("NDPA") is entered into by and among SoftLayer Dutch Holdings B.V., a company organized and existing under the laws of the Netherlands, with address of business in Amsterdam, Registration Number 52461041 ("SoftLayer Dutch"), and Client ("You"). All capitalized terms used in this NDPA shall have the meanings ascribed to them in the SoftLayer Cloud Services Agreement and its applicable Attachments and Transaction Documents (collectively, the "CSA"), and/or the European Privacy Directive 1995. This NDPA also applies to a SoftLayer "Reseller" who is a party to a SoftLayer "Reseller Agreement", in which case references in this DPDA to "You" mean "Reseller" and "CSA" mean the parties' "Reseller Agreement".

**SCOPE**

This NDPA is an integral part of Your SoftLayer Cloud Services Agreement and applies when and to the extent SoftLayer Dutch processes Your Personal Data on Your behalf in performing the agreed Cloud Services. The scope, extent and nature of the processing of Personal Information is further described in the CSA. In this Addendum, "Your Personal Data" is defined as all Personal Data that You up- or download to the Cloud Service, or which is generated on Your behalf in the Cloud Services.

With regard to Your Personal Data You are considered as and will exercise all responsibilities of data controller and SoftLayer Dutch is considered as processor. SoftLayer Dutch will only process Your Personal Information to the extent and in such manner as necessary for the provision of the Cloud Services and You agree that such processing is in accordance with Your instructions as Controller.

SoftLayer Dutch will comply with applicable data protection legislation that applies to it as processor. You remain responsible for compliance with all laws and regulations that apply to the use of the Cloud Services, including but not limited to, the lawfulness of the transmission to SoftLayer Dutch and the lawfulness of the collection, processing and use.

Should You authorize any other users to the Services, then You remain fully responsible for their use of the Cloud Services and act as single point of contact on behalf of such users. SoftLayer Dutch shall have no obligations to any users of the Cloud Service other than contained in the CSA.

All disputes or liability arising under this NDPA will be treated as if the dispute or liability arose between Client and SoftLayer Dutch under the terms of the CSA.

**TECHNICAL AND ORGANIZATIONAL MEASURES**

SoftLayer Dutch adopts technical and organizational measures against misuse and loss of Your Personal Data in accordance with this NDPA and the CSA. A summary of these measures is listed below this paragraph. Additional measures may be applicable if Your contracted additional services. Such measures may be described in the applicable Service Descriptions. It is Your responsibility to assess these measures are adequate in relation to Your Personal Data that will be processed under the CSA and instruct SoftLayer Dutch, as the processor to implement more or other technical and organizational measures, subject to prior written agreement and the terms of the CSA.

SoftLayer Dutch will take the following technical and organizational measures to adequately protect Your PII against misuse and loss:

- a. **Physical access control:** To prevent unauthorized persons from gaining access to data processing systems with which client personal data is processed or used as follows: Access to office areas of buildings is controlled by the use of a card access system. Access to the controlled areas, such as the data center floor, requires card plus an additional biometric verification. Closed Circuit Television (CCTV) cameras are installed throughout sites and monitored by security personnel. Security staff are present on a 24/7/365 schedule and monitor physical activity at the site;
- b. **Logical access control:** To prevent data processing systems from being used without authorization as follows: Logical 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;
- c. **Data access control:** To ensure that persons entitled to use a data processing system only have access to the client personal data to which they have a right of access, and that client personal data cannot be read, copied modified or removed without authorization in the course of processing or use and after storage as follows: SoftLayer staff do not have access to client content or client systems unless such access is granted by the data controller. In such cases, SoftLayer will operate only under the instructions of the data controller;
- d. **Data transfer control:** To ensure that client personal data cannot be read, copied, modified or removed without authorization during electronic transmission or transport, and that it is possible to check and establish to which bodies the transfer of client personal data by means of data transmission facilities is envisaged as follows: SoftLayer does not provide security of Your content in transit or at rest. SoftLayer clients must ensure appropriate protections are in place as the data controller;
- e. **Data entry control:** To ensure that it is possible to check and establish whether and by whom client personal data have been entered into data processing systems, modified or removed as follows: The data controller shall be responsible for monitoring activity within their environments. SoftLayer shall monitor its systems and functions to ensure all access is appropriate and in accordance with Your instructions. Log files managed by SoftLayer shall be stored for at least 90 days, except CCTV logs which are stored for at least 30 days;
- f. **Control of processing instructions:** To ensure that the client personal data is processed strictly in accordance with the instructions of the data controller as follows: data processing will be performed in compliance with the data controller's instructions. The details of the data controller's instructions will be defined in the CSA. All processing activities performed by SoftLayer will be limited to those necessary to fulfil its obligations under this NDPA and the CSA and pursuant to data controller's instructions;

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- g. **Availability control:** To ensure that client personal data is protected from accidental destruction or loss as follows: 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; and backup functionality is available from geographically redundant data centers, but is configured by the client; and
  - h. **Separation control:** To ensure that client personal data collected for different purposes can be processed separately as follows: Your environments are separated via dedicated logical networks, which keep client content from different clients in separate segments to ensure client-independent usage; SoftLayer Dutch shall be entitled to modify the security measures agreed upon, provided, however, that no modification shall be permissible if it derogates from the level of protection contractually agreed. SoftLayer Dutch regularly monitors compliance with these measures.

#### **USE OF SUBCONTRACTORS / SUB-PROCESSORS**

SoftLayer Dutch may engage a sub-processor, if SoftLayer Dutch enters into a sub-processing agreement with the relevant sub-processor which requires the sub-processor to abide by the same obligations as SoftLayer Dutch and to provide at least the same level of technical and organizational measures against misuse and loss of Your Personal Data under the CSA.

#### **TRANSFER OF YOUR PERSONAL DATA**

SoftLayer Dutch may transfer Your Personal Data to a country outside the European Economic Area, provided that this transfer guarantees an adequate level of protection pursuant to the European Privacy Directive, such as:

- a. such country offers an adequate level of protection according to the European Union "white list" of countries offering adequate data protection standards; or
- b. Valid Standard Model Clause agreements, as approved by the European Commission ("EC") is have been concluded between You and SoftLayer Dutch and such sub-processor; or
- c. any other valid transfer mechanism approved by the EC, or pursuant to applicable European privacy legislation is in place. .

#### **CONFIDENTIALITY**

SoftLayer Dutch will keep all Your Personal Data confidential and will not disclose this to any unauthorized third party, unless subject to mandatory law. Access to its employees, subcontractors or employees of subcontractors, will be on a need to know basis. All such persons will be bound by the same conditions of confidentiality.

SoftLayer Dutch may disclose Your Personal Data when a law requires SoftLayer Dutch to disclose Your Personal Data or when You instruct the disclosure of Your Personal Data.

#### **AUDIT RIGHTS.**

Through Portal notice You have access to the most recent certifications and/or audit reports concerning the processing of Your Personal Data. You will use these as sole source to satisfy Your audit requirements.

#### **NOTIFICATION**

SoftLayer Dutch will promptly, without undue delay, provide Portal notice to You about (i) it becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Your Personal Data transmitted, stored, or otherwise processed by SoftLayer Dutch or a sub-processor, and (ii) any legally binding request for disclosure of PII by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation. SoftLayer Dutch will subsequently keep You fully informed about any progress of the recovery or other relevant developments with respect to such event and will upon request provide all information that You require to meet any mandatory notification obligations You may have, taking into account the nature of the processing by and the information available to SoftLayer Dutch. .

#### **TERM AND TERMINATION. DATA RETENTION.**

The term of this NDPA shall follow the term of the CSA. During the term You are responsible for management (including retention and deletion) of Your Personal Data. Upon termination You are responsible for transfer of Your Personal Data in accordance with the CSA. Personal Data will be deleted after termination, in accordance with the CSA.

#### **MISCELLANEOUS**

In case of any conflict, the terms of this NDPA shall take precedence over the terms of the CSA and/or the Privacy Agreement. Where individual terms of this NDPA are invalid or unenforceable, the validity and enforceability of the other terms of this NDPA shall not be affected.

This NDPA shall be governed by and construed in accordance with the laws of the Netherlands.

No clause of this NDPA shall be amended or modified, unless such amendments or modifications are made in writing with express reference to this NDPA and signed by both parties.