
**SINGAPORE PRODUCTS AND SERVICES ADDENDUM
(APPLIES TO ANY RESELLER WHETHER U.S. OR NON-U.S. BASED THAT
ORDERS PRODUCTS AND SERVICES FROM A SINGAPORE DATACENTER)**

This Singapore Products and Services Addendum ("SPSA") is entered into by and among SoftLayer Technologies, Inc., a Delaware corporation ("SoftLayer US"), SoftLayer Dutch Holdings B.V., a company formed under the laws of the Netherlands, Registration Number 5246104 ("SoftLayer Dutch"), SoftLayer Technologies Asia Private Limited, a company incorporated in Singapore, Registration Number 201118816K ("SoftLayer Singapore"), and Reseller ("You"). You have ordered SoftLayer Services from a SoftLayer Singapore datacenter ("Singapore Services"). All capitalized terms used in this SPSA that are not defined in this SPS Addendum shall have the meanings ascribed to such terms in Your SoftLayer Reseller Agreement with SoftLayer US or SoftLayer Dutch ("RA").

Note that this SPSA is not applicable to SoftLayer Clients under the SoftLayer Cloud Services Agreement ("CSA"), as the CSA incorporates all applicable terms for Clients.

NOW THEREFORE, in consideration of the mutual premises contained in this SPSA, the Parties agree to amend the RA as follows:

1. You represent and warrant that You have ordered Singapore Services.
2. The Parties acknowledge and agree that if You are based in the United States or any US territories ("U.S. Based Customer"), then SoftLayer US will be the SoftLayer contracting party to the RA. The Parties further agree that in the event that a U.S. Based Customer obtains Singapore Services, then SoftLayer US hereby assigns, transfers, and/or subcontracts its service provider duties, rights, and obligations under the RA to SoftLayer Dutch and/or SoftLayer Singapore, and such applicable entity shall perform and/or hold such duties, rights, and obligations under the RA.
3. In the event that any of the Singapore Services are within the scope of Singapore's Telecom Competition Code 2005 ("Telco Code"), each Party acknowledges and agrees that:
 - a. Section 17 (MISCELLANEOUS) of the RA is hereby amended to include new Section 17.16, and Section 17.16 of the RA will read in its entirety as follows: "17.16 Customer acknowledges and agrees that each of Your obligations described in this Agreement is a material and essential obligation of You; that nonperformance of such obligations will adversely and substantially affect SoftLayer; and that exercise by SoftLayer of the rights and remedies set forth in this Agreement is appropriate and reasonable."
 - b. Section 5.6 of the RA ("Refunds & Disputes") is hereby amended so that it reads, in its entirety, as follows: "5.6 Refunds & Disputes: The Parties acknowledge that Reseller is responsible for paying SoftLayer for all SoftLayer Services ordered and/or engaged under this RA and Reseller is not responsible for paying for products or services and/or engagements that Reseller did not order or consent to receive under this Agreement. All fees paid for SoftLayer Services to SoftLayer are non-refundable. If Reseller believes that the bills are in error, Reseller's sole and exclusive remedy is to seek SLA credits through the SoftLayer Portal by opening an accounting ticket to give notice to SoftLayer within 30 days of the receipt of the disputed bill. Any invoice not disputed by Reseller in accordance with Section 5.6 within 30 days of receipt of invoice shall be conclusively accepted by Reseller as correct. Reseller shall not chargeback any credit card payments to SoftLayer and any such chargeback will result in an additional payment to SoftLayer of up to \$500 which is a reasonable estimate of SoftLayer's additional administrative costs. Reseller is responsible for any fees and costs (including, but not limited to, reasonable attorneys' fees, court costs and collection agency fees) incurred by SoftLayer in enforcing collection of fees. Reseller acknowledges and agrees that the payment provisions and procedures in this Agreement are appropriate and reasonable."
 - c. Each Party will adhere to the applicable dispute resolutions requirements set forth in the Telco Code.
4. You acknowledge that the terms and conditions of the Privacy Agreement of the RA are appropriate and reasonable, and You expressly consent to SoftLayer US, SoftLayer Dutch, and/or SoftLayer Singapore use of Reseller data as set forth in the Privacy Agreement of the RA or as permitted under applicable laws and regulations.
5. SoftLayer will not transfer Reseller data to any of its agents unless SoftLayer first either ascertains that the agent complies with the Personal Data Protection Act 2012 or enters into a written agreement with such agent requiring that the agent provide at least the same level of privacy protection as is required by the Personal Data Protection Act 2012.
6. This SPSA shall be effective as of the effective date of the RA.
7. In the event of any conflict between the terms of this SPSA and the RA, the terms of this SPSA shall control.

Except as expressly amended in this SPSA, all other terms and conditions of the RA shall continue in full force and effect in accordance with the provisions of the RA.