



**ADDENDUM TO MASTER AGREEMENT
ADDITIONAL TERMS AND CONDITIONS
FOR DATACENTERCONNECT SERVICES**

This Addendum is attached to made part of the Master Agreement agreed to by Customer and QTS, and the terms hereof are incorporated therein by this reference and are applicable where Customer orders datacenterConnect Services which provides Customer with connectivity to other Data Centers. Capitalized terms used herein and not otherwise defined herein shall have the same meaning such terms are given in the Master Agreement.

1. DEFINITIONS

- 1.1. **“Carrier”** shall mean a third party telecommunications provider selected or designated to provide the datacenterConnect Services.
- 1.2. **“Carrier Maintenance”** shall mean maintenance, planned enhancement or upgrades performed by the Carrier, local access provider or applicable third party.
- 1.3. **“Customer”** shall have the same meaning as “Customer” under the Master Agreement or “Tenant” in the Lease Agreement for purposes of this Addendum.
- 1.4. **“Customer Equipment”** shall have the same meaning as “Customer Equipment” under the Master Agreement or “Tenant Equipment” in the Lease Agreement for the purposes of this Addendum.
- 1.5. **“Customer Maintenance”** shall have the same meaning as “Tenant Maintenance” in the Lease Agreement for purposes of this Addendum.
- 1.6. **“Customer Space”** shall have the same meaning as “Customer Space” under the Master Agreement or “Premises” in the Lease Agreement for purposes of this Addendum.
- 1.7. **“Data Center”** shall have the same meaning as “Data Center” in the Master Agreement “Building” in the Lease Agreement for purposes of this Addendum.
- 1.8. **“datacenterConnect Order Form”** shall mean the form Customer must complete with the Work Order for datacenterConnect Services.
- 1.9. **“DatacenterConnect Services”** shall mean a dedicated, private and fully-managed connectivity between two (2) or more Data Centers across a private MPLS network supporting both Layer 2 and Layer 3 protocol types on a single port. DatacenterConnect Services support bandwidths from 10Mb to 1Gb and multiple configurations selected by the Customer including point-to-point, point-to-multipoint and multipoint-to-multipoint.
- 1.10. **“Master Agreement”** or **“the Agreement”** shall have the same meaning as “Lease Agreement,” “Master Terms and Conditions” or “Master Space Agreement” for purposes of this Addendum.
- 1.11. **“MPLS”** shall mean a multi-protocol label switching method for moving data through a network using references to the next hop in a network rather than an endpoint of that network.
- 1.12. **“Multipoint to Multipoint datacenterConnect Service”** shall mean those datacenterConnect Services connecting more than three (3) Data Centers together in any configuration which creates a direct link between any two (2) Data Centers.
- 1.13. **“Point to Multipoint datacenterConnect Service”** shall mean those datacenterConnect Services connecting one (1) Data Center to multiple other Data Centers.
- 1.14. **“Point to Point datacenterConnect Service”** shall mean a connection between two (2) Data Centers.
- 1.15. **“QTS”** shall have the same meaning as “QTS” in the Master Agreement or “Landlord” in the Lease Agreement for purposes of this Addendum.
- 1.16. **“QTS datacenterConnect Network”** shall mean the telecommunications network between Data Centers used to deliver the datacenterConnect Services.
- 1.17. **“Service Outage”** shall mean an instance in which no traffic can pass through the datacenterConnect Services for more than fifteen (15) consecutive minutes, as measured by QTS.

2. CUSTOMER OBLIGATIONS

- 2.1. Customer or its representatives shall cooperate with QTS in the installation process, which includes accurate completion of the datacenterConnect Order Form and any other necessary technical information requested by QTS.
- 2.2. The parties understand and agree that use of telecommunications and data communications networks and the Internet may not be secure and that connection to and transmission of data and information over the Internet and such facilities provides the opportunity for unauthorized access to computer systems, networks, and all data stored therein. Information and data transmitted through the Internet or stored on any equipment through which Internet information is transmitted may not remain confidential and QTS does not make any representation or warranty regarding privacy, security, authenticity, and non-corruption or destruction of any such information. Except as stated in Section 5 herein, QTS does not warrant that the Services or Customer’s use will be uninterrupted, error-free, or secure. QTS shall not be responsible for any adverse consequence or loss whatsoever to Customer’s (or its users’ or subscribers’) use of the datacenterConnect Services or Internet. Use of any information transmitted or obtained by Customer using the QTS datacenterConnect network or the Internet is at Customer’s own risk. QTS is not responsible for the accuracy of information obtained through the QTS datacenterConnect network, including as a result of failure of performance, error, omission, interruption, corruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of information or facilities, or malfunctioning of websites. QTS does not control the transmission or flow of data to or from the QTS datacenterConnect network and other portions of the Internet. Such transmissions and/or flow depend in part on the performance of telecommunications and/or Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Customer’s connection. QTS does not represent or warrant that such events will not occur and QTS disclaims any and all liability resulting from or related to such acts or omissions.
- 2.3. Customer will promptly notify QTS of any availability issues with the datacenterConnect Services.

- 2.4. Customer shall comply with its responsibilities set forth in the responsibility matrix set forth in Schedule A attached hereto and incorporated herein by this reference ("Responsibility Matrix").

3. QTS OBLIGATIONS

- 3.1. QTS shall provide the datacenterConnect Services set forth on each Work Order beginning on the Start Date.
- 3.2. QTS may from time to time perform Facilities Maintenance and the Carrier may from time to time need to perform Carrier Maintenance. Customer acknowledges and agrees that the performance of Facilities Maintenance, Carrier Maintenance and Customer Maintenance may cause the QTS datacenterConnect Network to be temporarily inaccessible and the Services temporarily unavailable to Customer. QTS will use its commercially reasonable efforts to conduct such Facilities Maintenance in a manner and at such times so as to avoid or minimize the inaccessibility of the network and/or unavailability of the Services. Except for emergency maintenance, where QTS will provide such notice as is reasonably practical, if Facilities Maintenance is expected to interrupt access to the QTS datacenterConnect network or the availability of the datacenterConnect Services, QTS shall give Customer notice by e-mail prior to conducting such maintenance, identifying the time and anticipated duration of the Facilities Maintenance.
- 3.3. QTS shall comply with its responsibilities set forth in the Responsibility Matrix.

4. REMEDIES AND DAMAGES AND LIMIT ON WARRANTIES

- 4.1. No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THE MASTER AGREEMENT, QTS MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE PRODUCT CATALOG OR ANY THIRD PARTY SOFTWARE OR SERVICE. CUSTOMER ACKNOWLEDGES THAT CLOUD BASED NETWORKS, MPLS AND ETHERNET NETWORKS, AND THE INTERNET INVOLVE THE TRANSMISSION AND PROCESSING OF DATA THROUGH VARIOUS INTERCONNECTED NETWORKS THROUGHOUT THE GLOBE, AND ACCEPTS THE PRIVACY AND SECURITY RISKS INHERENT IN SUCH SYSTEMS.
- 4.2. Remedies. Customer's sole remedy and QTS' sole obligations with respect to any failure in the datacenterConnect Services, hardware failure, software failure, or other error relating to the datacenterConnect Services or the responsibilities of QTS set forth in the Responsibility Matrix shall be for QTS to use reasonable efforts to promptly correct such error, to the extent reproducible by QTS, and if applicable, to provide the Service Level Credits set forth in Section 5. Service Level Credits and error corrections are subject to Customer diligently working to meet its responsibilities as set forth in the Responsibility Matrix.

5. SERVICE LEVEL GUARANTEES AND SERVICE LEVEL OBJECTIVES

- 5.1. datacenterConnect Service Guarantee. This Service Level Agreement only applies to the QTS datacenterConnect Network which consists of the demarcation points between the Customer Space in one Data Center and the Customer Space in other Data Center(s). QTS shall have the contracted datacenterConnect Services available for the Customer to transmit information to, and receive information 99.9% of the time ("datacenterConnect Service Guarantee"). The duration of the Service Outage is the difference between the time QTS records a trouble ticket and when the datacenterConnect Services are restored to the affected circuit.
- 5.2. datacenterConnect Service Remedy. In the event QTS fails to meet the datacenterConnect Service Guarantee, Customer shall be entitled to a credit equal to one (1) days' worth of the Monthly Recurring Charges for the affected datacenterConnect Services paid by Customer, multiplied by each hour (or portion thereof rounded to the next hour) of the duration of such Service Outage ("Service Level Credit"). The datacenterConnect Service Guarantee is measured for each individual circuit on a calendar month basis. Service Outages shall not be aggregated among circuits for purposes of determining the duration of a Service Outage.

6. REMEDIES.

- 6.1. If QTS fails to meet the QTS datacenterConnect Service Guarantee, Customer shall be entitled to receive, as its sole and exclusive remedy, the applicable Service Level Credits described in Section 5. In no event shall the Customer's total amount of Service Level Credits exceed the Customer's total Monthly Recurring Charges for the datacenterConnect Services for a given month. In order to receive any of the Service Level Credits described in Section 5, Customer must deliver to QTS a statement (an "SLA Credit Request") setting forth in reasonable detail a description of each event entitling Customer to a credit which occurred during the applicable calendar month, on or before five (5) calendar days from the date a Service Level Credit event occurred. Upon delivery of an SLA Credit Request to QTS and confirmation by QTS of its accuracy, QTS will provide Customer a credit against the following month's Monthly Recurring Charges for the affected datacenterConnect Services. In no event shall the Customer's total amount of Service Level Credits exceed the Customer's total Monthly Recurring Charges for the affected datacenterConnect Services in a given month.
- 6.2. Notwithstanding anything herein to the contrary, QTS will not knowingly or purposefully fail to meet the datacenterConnect Service Guarantee. In the event that the datacenterConnect Service Guarantee is not met and QTS determines in its reasonable judgment that such failure was a result of: (i) any Force Majeure condition; (ii) any acts or omissions of an entity other than QTS, including but not limited to Customer, Customer's agents, employees, end users, fiber provider, Carrier or other service providers connected to QTS datacenterConnect Network; (iii) any activity under Customer's control or within the obligations undertaken by Customer (including, without limitation, inaccurate or corrupt data input, use of the datacenterConnect Services other than in accordance with the documentation or the directions of QTS, failure or inability of Customer to obtain or the failure or inability of a vendor to provide upgrades, new releases, enhancements, patches, error corrections and fixes for software equipment, and problems in Customer's local environment) or (iv) any Facilities Maintenance, Carrier Maintenance or any Customer Maintenance, then QTS shall have no obligation to credit Customer any amount for any such failure.

SCHEDULE A

Responsibility Matrix

datacenterConnect Task	QTS	Customer
DATACENTERCONNECT GENERAL RESPONSIBILITIES		
Extension of QTS datacenterConnect to the Customer's Space within QTS facility	X	
Turn-up of datacenterConnect circuit between QTS data center and Carrier hotel(s)	X	
Testing of datacenterConnect circuit with Customer	X	X
Connecting QTS datacenterConnect extension to Customer Equipment		X
Connecting Carrier to QTS datacenterConnect cross connect at local carrier hotel		X