



ADDENDUM TO MASTER TERMS AND CONDITIONS ADDITIONAL TERMS AND CONDITIONS FOR INTER-DATACENTER CROSSCONNECT

This Addendum is attached to made part of the Master Agreement agreed to by Customer and the terms hereof are incorporated therein by this reference and are applicable where Customer orders QTS provisions an Inter-Datacenter crossConnect. Capitalized terms used herein and not otherwise defined herein shall have the same meaning such terms are given in the Master Agreement. Notwithstanding anything contained herein to the contrary, this Addendum shall be subordinate to the terms of any agreement signed by Customer and QTS governing the provision of Inter-Datacenter crossConnect.

1. DEFINITIONS

1.1 “Carrier” shall mean a third party telecommunications provider selected or designated to provide the Inter-Datacenter crossConnect.

1.2 “Carrier’s Network” shall mean the end-to-end network used by the Carrier to deliver the Inter-Datacenter crossConnect utilizing Carrier owned (onnet) segments.

1.3 “Customer” shall have the same meaning as “Tenant” in the Lease Agreement for purposes of this Addendum.

1.4 “Customer Equipment” shall have the same meaning as “Tenant Equipment” in the Lease Agreement for 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 “Premises” in the Lease Agreement for purposes of this Addendum.

1.7 “Data Center” shall have the same meaning as “Building” in the Lease Agreement for purposes of this Addendum.

1.8 “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.

1.9 “QTS” shall have the same meaning as “Landlord” in the Lease Agreement for purposes of this Addendum.

1.10 “Service Interruption” shall mean the Customer is unable to use the dark fiber solution to send or receive network traffic. The duration of the Service Interruption of the Inter-Datacenter crossConnect is the difference between the time the QTS records a trouble ticket and when the Inter-Datacenter crossConnect is restored.

2. GENERAL

2.1 Service Definition. Inter-Datacenter crossConnect is a dark fiber solution providing Customer connectivity between select QTS data centers.

3. CUSTOMER OBLIGATIONS

3.1 Customer's use of the Inter-Datacenter crossConnect and that of its customers, personnel or other end-users shall at all times comply with QTS' then current Acceptable Use Policy. QTS agrees to provide Customer with thirty (30) days' notice of any changes to said Acceptable Use Policy. QTS will notify Customer of complaints received by QTS regarding each incident of alleged violation of QTS' Acceptable Use Policy, whether by Customer or third parties that has gained access to the Service through Customer. Customer agrees that it will promptly investigate all such complaints and take all reasonably necessary actions to remedy and to prevent any further violation of QTS' Acceptable Use Policy. Customer agrees that QTS may identify to the complainant that Customer or a third party is investigating the matter and QTS may provide the complainant with the necessary information to contact Customer directly to resolve the complaint. Customer shall identify a representative for the purposes of receiving such communications. QTS reserves the right to install and use, or to require Customer to install and use, any appropriate devices to prevent violations of QTS' Acceptable Use Policy, including devices designed to filter or terminate access to the Inter-Datacenter crossConnect. If QTS is notified of any allegedly infringing, defamatory, damaging, obscene, pornographic, illegal, or offensive use, content or activity, QTS may (but shall not be required to) investigate the allegation, or refer it to Customer or a third party for investigation. QTS reserves the right to require the removal of the illegal or objectionable content from the Web page or any other text or item linked to the Internet, and require Customer to cease (or cause its users to cease) all illegal or objectionable activities or use. If Customer refuses such requirements, QTS may, at its option, immediately suspend the Inter-Datacenter crossConnect provided hereunder, and/or terminate this Agreement, all without limiting any other remedies available to QTS, and QTS shall not be liable to Customer or any other person as a result of any such action.



3.2 Customer is responsible for connecting to the Point of Demarcation specified in the Basic Lease Terms or the Work Order. Customer must procure and maintain Customer Equipment which is technically compatible with the Inter-Datacenter crossConnect. Neither QTS nor its designated Carrier shall have an obligation to install, maintain or repair any Customer Equipment.

Customer shall provide all end-user equipment, software and all other telecommunications and related equipment that Customer deems necessary or desirable for Customer's use of the Inter-Datacenter crossConnect as permitted by the Agreement. Except as otherwise agreed to pursuant to a Work Order, Customer shall be solely responsible for installation, removal, operation, replacement, maintenance, configuration, connection, inter-connection, and all other support in connection with (a) all Customer Equipment to be used by Customer in the Customer Space, including without limitation, QTS Provided Equipment, and (b) all telecommunications, data or lines and connections from the Point of Demarcation into and throughout the Customer Space.

3.3 If applicable to Customer, Customer shall diligently comply with the notice and takedown procedures of the Digital Millennium Copyright Act.

3.4 Customer will promptly notify QTS of any availability issues with the Inter-Datacenter crossConnect.

3.5 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").

4. QTS OBLIGATIONS

4.1 QTS may from time to time perform Facilities Maintenance and the Carrier, local access provider or applicable third party may from time to time perform maintenance, planned enhancements or upgrades. Customer acknowledges and agrees that the performance of (i) maintenance by the Carrier, local access provider or third party; (ii) Facilities Maintenance; and (iii) Customer Maintenance may cause the Inter-Datacenter crossConnect to be temporarily inaccessible to the 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 Inter-Datacenter crossConnect. 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 network or the availability of Inter-Datacenter crossConnect, QTS shall give Customer notice by e-mail prior to conducting such maintenance, identifying the time and anticipated duration of the Facilities Maintenance.

4.2 QTS shall comply with its responsibilities set forth in the Responsibility Matrix.

4.3 Unless specifically provided for in a separate Addenda, QTS does not provide user or access security with respect to any of Customer's facilities or facilities of others, and Customer shall be solely responsible for user/access security and network access to Customer's facilities and any all Losses related thereto. QTS does not provide any service to detect or identify any security breach of Customer's websites, databases or facilities, except as may be set forth in a separate written agreement between Customer and QTS.

5. REMEDIES AND DAMAGES AND LIMIT ON WARRANTIES

5.1 EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THE LEASE 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.

5.2 QTS may suspend the Inter-Datacenter crossConnect without liability if: (i) QTS reasonably believes that the Inter-Datacenter crossConnect is being used (or have been or will be used) in violation of the AUP or the Lease Agreement; (ii) QTS discovers that Customer is affiliated in any manner with, a person who has used similar services abusively in the past; (iii) Customer doesn't cooperate with QTS' reasonable investigation of any suspected violation of the Lease Agreement; (iv) QTS reasonably believes that Customer's Inter-Datacenter crossConnect has been accessed or manipulated by a third party without Customer's consent; (v) QTS reasonably believes that suspension of the Inter-Datacenter crossConnect is necessary to protect the QTS network, other QTS networks or systems or customer data; or (vi) suspension is required by law. QTS will provide Customer reasonable advance notice of a suspension under



this Section 5.2 and a chance to cure the grounds on which the suspension is based, unless QTS determines, in its reasonable commercial judgment, that a suspension on shorter or contemporaneous notice is necessary to protect QTS or its other customers from imminent and significant operational or security risk. If the suspension was based on Customer's breach of its obligations under the Agreement, then QTS may continue to charge the fees for the Inter-Datacenter crossConnect during the suspension.

5.3 Customer's sole remedy and QTS' sole obligations with respect to any failure in the Inter-Datacenter crossConnect, hardware failure, or other error relating to the Inter-Datacenter crossConnect 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 6. Service Level Credits and error corrections are subject to Customer diligently working to meet its responsibilities as set forth in the Responsibility Matrix.

5.4 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 6, QTS does not warrant that the Inter-Datacenter crossConnect 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 Internet. Use of any information transmitted or obtained by Customer using the QTS network or the Internet is at Customer's own risk. QTS is not responsible for the accuracy of information obtained through its 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 QTS' 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 connections to the Internet. 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.

6. SERVICE LEVEL GUARANTEES AND SERVICE LEVEL OBJECTIVES

6.1 Inter-Datacenter crossConnect Guarantee. QTS shall have the contracted Inter-Datacenter crossConnect available for the Customer 100% of the time. QTS shall use its reasonable discretion to determine whether a Service Interruption in the Inter-Datacenter crossConnect Guarantee occurred and if QTS reasonably determines there was not a Service Interruption in the Inter-Datacenter crossConnect Guarantee then such event shall not be deemed a failure to meet the Inter-Datacenter crossConnect Guarantee ("Inter-Datacenter crossConnect Guarantee").

Inter-Datacenter crossConnect Remedy. In the event QTS fails to meet the Inter-Datacenter crossConnect Guarantee, Customer shall receive a Service Level Credit equal to the number of minutes of the Service Interruption divided by the number of minutes in a thirty (30) day month, which will not exceed the monthly recurring charges for the affected Inter-Datacenter crossConnect. No Service Level Credit shall be due for a Service Interruption that is fourteen (14) hours or less. The Inter-Datacenter crossConnect Guarantee is based on the cumulative Service Interruption of the affected Inter-Datacenter crossConnect in a calendar month.

6.2 Response Guarantee. Upon receipt of notification of a Service Interruption by Customer, (i) QTS shall respond to the Service Interruption at the applicable Data Center within three (3) hours after receipt of notification, unless delayed by a Force Majeure event or except as otherwise provided herein; and (ii) QTS will determine the appropriate course of action to restore the Inter-Datacenter crossConnect and begin work to restore the affected Inter-Datacenter crossConnect within five (5) hours of arrival at the Data Center (collectively the "Response Guarantee").

Response Remedy. In the event QTS fails to meet this the Response Guarantee, Customer shall receive a Service Level Credit equal to 25% of the monthly recurring charges for the affected Inter-Datacenter crossConnect.

7. REMEDIES.

7.1 If QTS fails to meet the Inter-Datacenter crossConnect Guarantee, Customer shall be entitled to receive, as its sole and exclusive remedy, the applicable Service Level Credits described in Section 6 and a right to terminate as set forth in Section 7.3 of this Addenda.



If QTS fails to meet the Response Guarantee, Customer shall be entitled to receive, as its sole and exclusive remedy, the applicable Service Level Credits described in Section 6.2. In no event shall the Customer’s total amount of Service Level Credits in a given month exceed (i) fifty percent (50%) of Customer’s total monthly recurring charges for its Inter-Datacenter crossConnect for QTS’ failure to meet the Service Level Guarantees under Section 6.1; or (2) twenty-five (25%) of Customer’s monthly recurring charges for its Inter-Datacenter crossConnect for QTS’ failure to meet the Response Guarantee under Section 6.2.

7.2 In order to receive any of the Service Level Credits described in Section 6, Customer must deliver to QTS a statement (a “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 the five (5) calendar days from the date on which the 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 monthly recurring charges for the affected Inter-Datacenter crossConnect.

7.3 If QTS shall have a failure of Inter-Datacenter crossConnect Guarantee for more than eight (8) hours on three (3) separate occasions in any calendar month, Customer shall be entitled to terminate the affected Inter-Datacenter crossConnect upon the delivery of written notice received by QTS within thirty (30) days of the date of the third failure. Termination pursuant to this section shall be effective sixty (60) days after the non-terminating party’s receipt of the required termination notice.

7.4 Notwithstanding anything herein to the contrary, QTS will not knowingly or purposefully fail to meet any Service Level Guarantee. In the event that a Service Level Guarantee is not met and QTS determines in its reasonable judgment that such failure was a result of: (i) any Force Majeure event; (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, third party carrier or other service providers connected to the QTS 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 network or the Service 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) Facilities Maintenance, maintenance conducted by the Carrier, local access provider or applicable third party, planned enhancements or upgrades to QTS Network or Carrier Network; or any Customer Maintenance, then QTS shall have no obligation to credit Customer any amount for any such failure.

SCHEDULE A

Responsibility Matrix Inter-Datacenter crossConnect	QTS	Customer
GENERAL RESPONSIBILITIES		
Incident management	X	
Provide physical co-location hand-off	X	
Provide crossConnect information and authorization		X
Promptly notify QTS of any availability issues of the Inter-Datacenter crossConnect		X