



**ADDENDUM TO MASTER TERMS AND CONDITIONS  
ADDITIONAL TERMS AND CONDITIONS  
FOR INTERNETCONNECT SERVICE**

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 supplied public Internet access ("internetConnect Service"). 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 Internet access.

**1. DEFINITIONS**

- 1.1 **"Carrier"** shall mean a third party telecommunications provider selected or designated to provide the internetConnect Service.
- 1.2 **"Carrier's Network"** shall mean the end-to-end network used by the Carrier to deliver the internetConnect Service utilizing Carrier owned (on-net) and leased (off-net) segments and networking equipment.
- 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 **"DDoS Mitigation Service"** shall mean QTS' service to direct and mitigate malicious internet traffic on the QTS network.
- 1.9 **"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.
- 1.10 **"QTS"** shall have the same meaning as "Landlord" in the Lease Agreement for purposes of this Addendum.
- 1.11 **"Unavailability"** shall mean the Customer is unable to send or receive Internet traffic. The duration of the Unavailability of the internetConnect Service is the difference between the time QTS records a trouble ticket and when the internetConnect Service is restored.

**2. GENERAL**

2.1 **Service Definition.** internetConnect is a dedicated internet access service which enables the passing of data packets to and from a internetConnect ports over a cross connect from the Customer Space to a cross connect to QTS' routing infrastructure with two or more upstream IP transit providers.

**2.2 Optional Service Features**

- (a) **DDoS Mitigation Service.** DDoS Mitigation Service is available as optional stand-alone service. DDoS Mitigation Service provides real-time scanning of the Customer's QTS provided IP address space and returns clean traffic to the Customer.
- (b) **DDoS Emergency Mitigation Service.** DDoS Emergency Mitigation Service is available for internetConnect customers without DDoS Mitigation Service for a one-time charge.

**3. CUSTOMER OBLIGATIONS**

3.1 Customer's use of the internetConnect Service 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 internetConnect Service. 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 internetConnect Service 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 Work Order. Customer must procure and maintain Customer Equipment which is technically compatible with the internetConnect Service. 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 internetConnect Service 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 The Internet Protocol address "IP addresses" assigned to Customer by QTS in connection with the internetConnect Service i) shall be used by Customer solely in connection with the internetConnect Service; and ii) will require QTS to disclose certain Customer contact information to the applicable registry for Internet numbers for QTS to be in compliance with its agreements with such registry. If for any reason Customer discontinues the use of the internetConnect Service or the Agreement terminates, Customer's right to use the IP addresses shall terminate and Customer shall cease using such IP addresses. At any time after such termination, QTS may re-assign such address. QTS may change the IP addresses upon thirty (30) days' written notice to Customer.

3.5 If Customer requires more than /28 sixteen (16) IP version four (4) addresses, Customer must complete the IP Justification Form.

3.6 Customer may not resell IP addresses, IP numbers, or IP accounts from a QTS provided leased line, including, without limitation, serial line Internet protocol (SLIP) or point-to-point protocol ("PPP") dial-up accounts, point-to-point leased lines, switched packet leased lines, or any TCP/IP transmission that uses resources on QTS' network without the prior written consent of QTS and such account addresses are not portable. Customer shall i) pay any fees related to the IP addresses; ii) own its own registered domain names; iii) disclose any private or proxy domain name registrations to QTS immediately upon request; iv) comply with any legal, technical, administrative, billing or other requirements imposed by the relevant domain name registration authority; and v) modify the mapping of such domain names to a new provider in the event Customer changes service providers.

3.7 To the extent Customer orders any internetConnect Service designated as "Burstable" (meaning Customer has the ability to use the internetConnect Service in excess of the Committed Data Rate), Customer will be billed for (a) the Committed Data Rate, and (b) the Excess Use (as defined below) at the price per Mbps set forth in the Work Order. Customer's use will be sampled in five-minute inbound and outbound averages during each month. At the end of the month in which such use is measured, the top five percent (5%) of the inbound and outbound averages shall be discarded. The highest of the resulting ninety-five percent (95%) for inbound and outbound averages will be compared to the Committed Data Rate, and if that ninety-fifth percentile (95%) of traffic is higher than the Committed Data Rate, the difference between the highest of either average and the Committed Data Rate shall be the "Excess Use".

3.8 Customer will promptly notify QTS of any availability issues with the internetConnect Service.

3.9 Customer agrees to pay all charges for internetConnect Service even if incurred as a result of unauthorized use. Notwithstanding the foregoing, Customers receiving DDoS Mitigation Service will not be liable for charges arising from the Excess Use caused by a denial of service attack.

3.10 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 QTS network to be temporarily inaccessible and the internetConnect Service and DDoS Mitigation Service 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 internetConnect Service or DDoS Mitigation Service. 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 internetConnect or DDoS Mitigation Service, 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 Addendum, 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.

4.4 Unless specifically provided for in a separate Addendum, QTS does not perform Internet Intrusion Testing. Customer shall be solely responsible for any Losses incurred in connection with any Internet Intrusion Testing by Customer or any third party acting on Customer's behalf.

#### **5. REMEDIES AND DAMAGES AND LIMIT ON WARRANTIES**

5.1 Customer acknowledges that the DDoS Mitigation Service may not successfully mitigate all attacks and may also result in some legitimate traffic being filtered from Customer's website(s). QTS may discontinue the DDoS Mitigation Service at any time by giving reasonable advance

notice if QTS determines, in its sole discretion, that the website(s) and/or domains for which Customer has requested the DDoS Mitigation Service pose an undue risk to the QTS Network or other customers.

**5.2** 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.

**5.3** QTS may suspend the internetConnect Service without liability if: (i) QTS reasonably believes that the internetConnect Service is being used (or have been or will be used) in violation of the AUP or the 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 Agreement; (iv) QTS reasonably believes that Customer's internetConnect Service has been accessed or manipulated by a third party without Customer's consent; (v) QTS reasonably believes that suspension of the internetConnect Service 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 are 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 internetConnect Service during the suspension, and may charge the Reconnection Fee upon reinstatement of the internetConnect Service.

**5.4** Customer's sole remedy and QTS' sole obligations with respect to any failure in the internetConnect Service, hardware failure, software failure, or other error relating to the internetConnect Service 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.

**5.5** 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 internetConnect Service 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 InternetConnect Service Guarantee.** Except in the event of Customer's use of a single physical connection, QTS shall have the contracted internetConnect Service available for the Customer to transmit information to, and receive information from the Internet 100% of the time. QTS shall use its reasonable discretion to determine whether an interruption in the internetConnect Service Guarantee occurred and if QTS reasonably determines there was not an interruption in the internetConnect Service Guarantee then such event shall not be deemed a failure to meet the internetConnect Service Guarantee ("internetConnect Service Guarantee"). Customer acknowledges that incremental usage in excess of the Committed Data Rate is subject to available bandwidth on the QTS network.

**InternetConnect Service Remedy.** In the event QTS fails to meet the internetConnect Service Guarantee, Customer shall receive the applicable Service Level Credit described below. The internetConnect Service Guarantee is based on the cumulative Unavailability of the affected internetConnect Service in a calendar month.

<b>UNAVAILABILITY</b>	<b>SERVICE LEVEL CREDIT</b>
<b>Less than 5 minutes</b>	<b>No Credit</b>
<b>00:05:01 to 00:25:00</b>	<b>10% of total Monthly Recurring Charge for internetConnect Service</b>
<b>00:25:01 to 02:00:00</b>	<b>15% of total Monthly Recurring Charge for internetConnect Service</b>
<b>02:00:01 to 04:00:00</b>	<b>25% of total Monthly Recurring Charge for internetConnect Service</b>
<b>04:00:01 to 08:00:00</b>	<b>35% of total Monthly Recurring Charge for internetConnect Service</b>
<b>More than 8 hours</b>	<b>50% of total Monthly Recurring Charge for internetConnect Service</b>

**6.2 Latency Guarantee.** QTS shall provide the contracted internetConnect Service capable of one-way transmissions of a monthly average of 50 milliseconds or less between the QTS switch port and the QTS transit routers (“Latency Guarantee”). It is mutually understood that customers who purchase Burstable bandwidth may necessarily suffer increased latency should volume exceed the Burstable access ordered.

**Latency Remedy.** In the event QTS fails to meet the Latency Guarantee, Customer will receive a Service Level Credit equal to one day’s Monthly Recurring Charges for the affected internetConnect Service for every 10 milliseconds (or portions thereof) over the guaranteed 50 milliseconds monthly average.

**6.3 Packet Delivery Guarantee.** QTS guarantees network Packet Loss of less than 0.5% monthly average measured from the QTS switch port to the QTS transit routers (“Packet Delivery Guarantee”). It is mutually understood that customers who order fixed Committed Data Rates (not Burstable), may necessarily suffer packet losses should volume exceed the fixed Committed Data Rate ordered, and customers who purchase Burstable bandwidth may necessarily suffer packet losses should volume exceed the Burstable access ordered. As such, the Service Level Credit is only available for packet losses occurring within the ordered bandwidth.

**Packet Delivery Remedy.** In the event QTS fails to meet the Packet Delivery Guarantee, Customer will receive a Service Level Credit equal to one day’s Monthly Recurring Charges for affected internetConnect Service for every one percent (or portions thereof) over the guaranteed 0.5% monthly average.

**6.4 DDoS Attack Notification Guarantee.** QTS shall notify the Customer within fifteen (15) minutes of receiving an alert of a high level attack alarm. QTS shall deliver such notice to Customer through the online Customer Portal (“DDoS Attack Notification Guarantee”).

**Notification Remedy.** In the event QTS fails to meet the DDoS Attack Notification Guarantee, Customer shall receive the applicable Service Level Credit described below.

DURATION	SERVICE LEVEL CREDIT
Greater than 15 minute timeframe to provide Customer notice of high level attack alarms	10% of total Monthly Recurring Charge for DDoS Mitigation Service

**6.5 DDoS Mitigation Service Guarantee.** Customer shall authorize QTS to begin mitigation on traffic by opening a service ticket in the customer portal. QTS shall implement the DDoS Mitigation Service within fifteen (15) minutes receipt of the Customer’s authorization to begin mitigation efforts (“DDoS Mitigation Service Guarantee”).

**DDoS Mitigation Service Remedy.** In the event QTS fails to meet the DDoS Mitigation Service Guarantee, Customer shall be entitled to the following remedies:

DURATION	SERVICE LEVEL CREDIT
Greater than 15 minutes (starting after Customer has approved traffic to be mitigated)	50% of total Monthly Recurring Charge for DDoS Mitigation Service

**7. REMEDIES.**

**7.1** If QTS fails to meet the internetConnect Service Guarantee, Latency Guarantee, Packet Delivery Guarantee, DDoS Attack Notification Guarantee and DDoS Mitigation Service Guarantee (each referred to herein individually and collectively as a “Service Level 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 Addendum. In no event shall the Customer’s total amount of Service Level Credits in a given month exceed fifty percent (50%) of Customer’s total Monthly Recurring Charges for its internetConnect Service for QTS’ failure to meet the Service Level Guarantees under Section 6.1, 6.2 and 6.3. In no event shall the Customer’s total amount of Service Level Credits in a given month exceed fifty percent (50%) of Customer’s total Monthly Recurring Charges for its DDoS Mitigation Service for QTS’ failure to meet the Service Level Guarantees under Section 6.4 and 6.5.

**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 internetConnect Service or DDoS Mitigation Service.

**7.3** If QTS shall have a failure of internetConnect Service Guarantee for more than eight (8) hours on three (3) separate occasions in any calendar month, Customer shall be entitled to terminate this Agreement upon the delivery of written notice received by QTS within thirty (30) days of the date of the second 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 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, 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) any Facilities Maintenance, maintenance conducted by the Carrier, local access provider or applicable third party, planned enhancements or upgrades to QTS Network or Carrier Network; planned enhancements or upgrades to QTS DDoS Mitigation Service; or any Customer Maintenance, then QTS shall have no obligation to credit Customer any amount for any such failure.

SCHEDULE A

Responsibility Matrix internetConnect Service	QTS	Customer
GENERAL RESPONSIBILITIES		
Incident management	X	
Configuration changes and updates	X	
Backup configuration files	X	
Restore configurations in the event of failure	X	
Provide physical co-location hand-off	X	
Connect QTS handoffs to Customer Equipment		X
Complete IP Justification Form for more than /28 (16) IP version 4 addresses		X
Provide Cross Connect information and authorization		X
Promptly notify QTS of any availability issues of the internetConnect Service		X

Responsibility Matrix DDoS Mitigation Service	QTS	Customer
GENERAL RESPONSIBILITIES		
Incident management	X	
Configuration changes and updates	X	
Define QTS DDoS Mitigation thresholds/policies.		X
Update QTS DDoS thresholds/policies for changes in traffic profiles		X
Contact Customer when attacks exceed customer thresholds to verify that issue is an attend and obtain permission to mitigate the issue.		X
Identify if attack should be mitigated and grant QTS permission to mitigate.		X
Mitigate DDoS Attacks.		X

Responsibility Matrix DDoS Emergency Mitigation Service	QTS	Customer
GENERAL RESPONSIBILITIES		
Contact QTS to purchase services.		X
Mitigate DDoS attack making best effort based effort based on service capacity.	X	

OSC Contact Information

To open a trouble ticket with the Operations Support Center, please send an email to [support@qtsdatacenters.com](mailto:support@qtsdatacenters.com).

Customer may also call the Operations Support Center at 678-835-5000 to open a trouble ticket.