



**ADDENDUM TO MASTER AGREEMENT  
ADDITIONAL TERMS AND CONDITIONS  
FOR METROCONNECT 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 metroConnect Unprotected Service or metroConnect Protected Service (collectively referred to herein as "metroConnect Services") which provides Customer with connectivity from a Data Center to the local carrier hotel. 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 metroConnect 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 or "Building" in the Lease Agreement for purposes of this Addendum.
- 1.8. **"Master Agreement"** or **"Agreement"** shall have the same meaning as "Lease Agreement," "Master Terms and Conditions" or "Master Space Agreement" for purposes of this Addendum.
- 1.9. **"metroConnect Unprotected Service"** shall mean a dedicated Layer 2 connection on a single fiber path between the Data Center and local carrier hotel with a single connection from Customer Equipment to QTS' dense wavelength division multiplexing ("DWDM") equipment.
- 1.10. **"metroConnect Protected Service"** shall mean a dedicated Layer 2 connection from Customer Equipment to QTS' DWDM equipment in which Customer traffic traverses two (2) diverse fiber paths (working and protected) from the Data Center to the local carrier hotel. The connection includes automatic protection switching capability between the working and protected fibers.
- 1.11. **"metroConnect Order Form"** The form Customer must complete with the Work Order for metroConnect Unprotected Services and/or metroConnect Protected Services.
- 1.12. **"QTS"** shall have the same meaning as "QTS" in the Master Agreement or "Landlord" in the Lease Agreement for purposes of this Addendum.
- 1.13. **"QTS metroConnect Network"** shall mean the telecommunications network between Data Center(s) used to deliver the metroConnect Service.
- 1.14. **"Unavailable" or "Unavailability"** shall mean a complete break in transmission of the affected metroConnect Service. The duration of the Unavailability of the metroConnect Service is the difference between the time QTS records a trouble ticket and when the metroConnect Service is restored. The duration of Unavailability is applicable to the affected circuit and shall not be aggregated among circuits for purposes of determining the duration of the Unavailability.

**2. CUSTOMER OBLIGATIONS**

- 2.1. Customer and its representatives must cooperate with QTS in the installation process, including the accurate completion of the metroConnect 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 4 herein, QTS does not warrant that the metroConnect 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 metroConnect Services or Internet. Use of any information transmitted or obtained by Customer using the QTS metroConnect network or the Internet is at Customer's own risk. QTS is not responsible for the accuracy of information obtained through the QTS metroConnect 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 metroConnect 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 metroConnect 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 metroConnect 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 metroConnect Network to be temporarily inaccessible and the metroConnect Services temporarily unavailable to Customer. QTS will use its commercially reasonable efforts to conduct its 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 notices as is reasonably practical, if Facilities Maintenance is expected to interrupt access to the network or the availability of metroConnect 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 metroConnect Services, hardware failure, software failure, or other error relating to the metroConnect 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. metroConnect Unprotected Service Guarantee. QTS shall have the contracted metroConnect Unprotected Service available for the Customer to transmit information to, and receive information 99.9% of the time. Each of QTS and the Carrier shall use its reasonable discretion to determine whether an interruption in the metroConnect Unprotected Service occurred and if QTS or the Carrier reasonably determines there was not an interruption in the metroConnect Unprotected Service then such event shall not be deemed a failure to meet the metroConnect Unprotected Service Guarantee ("metroConnect Unprotected Service Guarantee").

metroConnect Unprotected Service Remedy. In the event QTS fails to meet the metroConnect Unprotected Service Guarantee, Customer shall be entitled to the applicable Service Level Credit described below. The metroConnect Unprotected Service Guarantee is measured per circuit on a calendar month basis.

Length of Unavailability	Service Level Credit
Less than 1 hour	No Credit
01:00:01 to 02:00:00	10% of the total Monthly Recurring Charge for metroConnect Unprotected Service
02:00:01 to 06:00:00	15% of the total Monthly Recurring Charge for metroConnect Unprotected Service
06:00:01 to 10:00:00	25% of the total Monthly Recurring Charge for metroConnect Unprotected Service
10:00:01 to 16:00:00	50% of the total Monthly Recurring Charge for metroConnect Unprotected Service
16:00:01 to 20:00:00	75% of the total Monthly Recurring Charge for metroConnect Unprotected Service
More than 20 hours	100% of the total Monthly Recurring Charge for metroConnect Unprotected Service

- 5.2. metroConnect Protected Service Guarantee. QTS shall have the contracted metroConnect Protected Service available for the Customer to transmit information to, and receive information 99.999% of the time. Each of QTS and the Carrier shall use its reasonable discretion to determine whether an interruption in the metroConnect Protected Service occurred and if QTS or the Carrier reasonably determines there was not an interruption in the metroConnect Protected Service then such event shall not be deemed a failure to meet the metroConnect Protected Service Guarantee ("metroConnect Protected Service Guarantee").

metroConnect Protected Service Remedy. In the event QTS fails to meet the metroConnect Protected Service Guarantee, Customer shall be entitled to the applicable Service Level Credit described below. The metroConnect Protected Service Guarantee is measured per circuit on a calendar month basis.

Length of Unavailability	Service Level Credit
Less than 5 minutes	No Credit
00:05:01 to 00:25:00	10% of the total Monthly Recurring Charge for metroConnect Protected Service

00:25:01 to 02:00:00	15% of the total Monthly Recurring Charge for metroConnect Protected Service
02:00:01 to 04:00:00	25% of the total Monthly Recurring Charge for metroConnect Protected Service
04:00:01 to 08:00:00	50% of the total Monthly Recurring Charge for metroConnect Protected Service
More than 8 hours	100% of the total Monthly Recurring Charge for metroConnect Protected Service

**6. REMEDIES.**

- 6.1. If QTS fails to meet the metroConnect Unprotected Service Guarantee or metroConnect Protected 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 5. In no event shall the Customer's total amount of Service Level Credits exceed the Customer's total Monthly Recurring Charges for the affected MetroConnect Services in a given month. In order to receive any of the Service Level Credits described in Section 5 Customer must, on or before five (5) calendar days from the date on which an Service Level Credit event occurred, 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. 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 metroConnect Services.
- 6.2. 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, Carrier or other service providers connected to the QTS metroConnect Network; or (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 metroConnect 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); (iv) any Carrier Maintenance, Facilities Maintenance or any Customer Maintenance, then QTS shall have no obligation to credit Customer any amount for any such failure. Each of the foregoing events shall be deemed an "Excused Outage."
- 6.3. Customer may elect to terminate the affected metroConnect Protected Service immediately without liability for Termination Fees if, for reasons other than an Excused Outage, the metroConnect Protected Service is Unavailable for more than forty-eight (48) consecutive hours, or if more than five (5) confirmed periods of Unavailability, each consisting of at least one (1) hour of Unavailability occur within a thirty (30) calendar day period.
- 6.4. Notwithstanding anything herein to the contrary, if, the metroConnect Protected Service is Unavailable for more than forty-eight (48) consecutive hours, or if more than five (5) confirmed periods of Unavailability, each consisting of at least one (1) hour of Unavailability occur within a thirty (30) calendar day period and QTS determines in its sole and reasonable discretion that it will be unable to meet the metroConnect Protected Service Guarantee in the future due to any act or omission of any entity other than QTS, QTS reserves the right, upon written notice to the Customer, to terminate the affected metroConnect Protected Service without liability.

IN WITNESS WHEREOF, the authorized representatives of Customer and QTS have read the foregoing Addendum and agree to be bound thereby as of the Effective Date.

**CUSTOMER** \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**QTS** \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Responsibility Matrix

metroConnect Task	QTS	Customer
<b>METROCONNECT GENERAL RESPONSIBILITIES</b>		
Extension of QTS metroConnect Services to the Customer's Space within QTS facility	X	
Turn-up of Protected/Unprotected metroConnect circuit between the Data Center and local carrier hotel	X	
Testing of metroConnect circuit with Customer	X	X
Connecting QTS metroConnect extension to Customer Equipment		X
Connecting Carrier to QTS metroConnect cross connect at local carrier hotel		X
Monitoring of QTS metroConnect circuit (DWDM circuit portion)	X	