



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

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 Switchboard Service. 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. **“Cloud Service Provider” or “CSP”** shall be an onramp cloud ramp provider supported by QTS for the Switchboard Service.
- 1.2. **“CrossConnect”** means a physical wired media with either fiber, copper or coaxial cable, used in the provisioning of connectivity between an A location and Z location. CrossConnects may require intermediate components, such as Multi-fiber Cable distribution assignments, MMR Panel assignments, and/or installation of any necessary patch cables within the MMR to create the end-to-end network connection.
- 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 Portal”** shall mean the QTS customer portal located at <http://portal.qtsdatacenters.com>.
- 1.7. **“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.
- 1.8. **“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.
- 1.9. **“Letter of Authorization/Carrier Field Assignment” or “LOA” or “CFA”** means Letter of Authorization and Connecting Facility Assignment.
- 1.10. **“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.
- 1.11. **“Meet-me-room” or “MMR”** means the physical telecommunication rooms in the Data Center.
- 1.12. **“Meet-Me-Room (MMR) Panel”** means a mounted hardware unit within the MMR containing a specified number of port termination locations in order to connect and route circuits for interconnecting to other customers or carriers.
- 1.13. **“Multi-fiber Cable”** means a multi-count cable enabling provisioning of interconnection Services, originating from a QTS provided demarcation patch panel located in the Customer Space and terminating in the MMR.
- 1.14. **“QTS”** shall have the same meaning as “QTS” in the Master Agreement or “Landlord” in the Lease Agreement for purposes of this Addendum.
- 1.15. **“Unavailability”** shall mean the Customer is unable to send or receive data packets. The duration of the Unavailability of the Switchboard Service is the difference between the time QTS records a trouble ticket and when the Switchboard Service is restored.

2. CUSTOMER RESPONSIBILITIES

- 2.1. QTS offers a platform that allows Customer’s authorized users (“Authorized Users”) to electronically perform various administrative functions, which may include access via the Customer Portal. Customer may designate a roster administrator who manages Authorized Users who are allowed to perform functions through various access levels and permissions on the account. Customer acknowledges that the roster administrator and Authorized Users are authorized to make modifications or add Services via the Customer Portal which may incur additional fees. QTS will provide a confirmation receipt for any modified or additional Work Order for Services ordered through the Customer Portal. Customer is solely responsible for establishing and maintaining the security and confidentiality of its usernames, passwords, and other security information. Customer agrees to immediately notify QTS if there is any unauthorized use of Customer passwords or other security information, or any use inconsistent with the terms of this Agreement. QTS may change or discontinue any Customer Portal for the Services from time to time, but will use commercially reasonable efforts to continue supporting the previous version of any Customer Portal changed.
- 2.2. If applicable, Customer shall submit a LOA/CFA to QTS for all new Switchboard Service orders which shall be subject to the consent of the third party receiving the requested connection. The LOA/CFA shall contain the necessary permissions and third party’s consent to the requested connection. Pursuant to a LOA/CFA, Customer authorizes QTS to act as its agent to facilitate such Switchboard Service with the third party identified in the LOA/CFA.
- 2.3. Where applicable, Customer may request a Virtual Connect to connect with another QTS customer located in the Data Center. QTS will notify the requested party of the request and permit electronic acceptance or denial to fulfill the provision of the requested Virtual Connect.
- 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”).
- 2.5. Customer will responsible for any inside wiring and any special construction charges within the Customer Space. Special construction is handled on a time and materials basis as agreed upon as part of a separate Work Order request.

3. QTS OBLIGATIONS

- 3.1. QTS may from time to time perform Facilities Maintenance. Customer acknowledges and agrees that the performance of Facilities Maintenance and Customer Maintenance may cause the Switchboard Service to be temporarily inaccessible and the Switchboard Service 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 Switchboard Service. 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 Switchboard Service, QTS shall give Customer notice by e-mail prior to conducting such maintenance, identifying the time and anticipated duration of the Facilities Maintenance.

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

4. REMEDIES AND DAMAGES AND LIMIT ON WARRANTIES

4.1. 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. QTS may suspend the Switchboard Service without liability if: (i) QTS reasonably believes that the Switchboard 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 Switchboard Service has been accessed or manipulated by a third party without Customer's consent; (v) QTS reasonably believes that suspension of the Switchboard 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 4.2 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 Switchboard Service during the suspension, and may charge the Reconnection Fee upon reinstatement of the Switchboard Service.

4.3. Customer's sole remedy and QTS' sole obligations with respect to any failure in the Switchboard Service, hardware failure, software failure, or other error relating to the Switchboard 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 5. Service Level Credits and error corrections are subject to Customer diligently working to meet its responsibilities as set forth in the Responsibility Matrix.

4.4. 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 5, QTS does not warrant that the Switchboard 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.

5. SERVICE LEVEL GUARANTEE

5.1. **Non-diverse Service Guarantee.** QTS shall have the contracted Non-diverse Switchboard Service available for the Customer to transmit information to, and receive information from a single physical non-diverse port to any other Switchboard Port 99.9% of the time. QTS shall use its reasonable discretion to determine whether an interruption in the Non-diverse Switchboard Service occurred and if QTS reasonably determines there was not an interruption in the Non-diverse Switchboard Service then such event shall not be deemed a failure to meet the Non-diverse Switchboard Service Guarantee ("Non-diverse Switchboard Service Guarantee").

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

UNAVAILABILITY	SERVICE LEVEL CREDIT
Less than 30 minutes	No Credit
00:30:01 to 02:00:00	10% total Monthly Recurring Charge for Non-diverse Service
02:00:01 to 06:00:00	15% total Monthly Recurring Charge for Non-diverse Service
06:00:01 to 12:00:00	20% total Monthly Recurring Charge for Non-diverse Service



12:00:01 to 16:00:00	25% total Monthly Recurring Charge for Non-diverse Service
More than 16 hours	35% total Monthly Recurring Charge for Non-diverse Service

5.2. Diverse Service Guarantee. QTS shall have the contracted the Diverse Switchboard Service available for the Customer to transmit information to, and receive information from two physical diverse ports to any other Switchboard Port 100% of the time. QTS shall use its reasonable discretion to determine whether an interruption in the Diverse Switchboard Service occurred and if QTS reasonably determines there was not an interruption in the Diverse Switchboard Service then such event shall not be deemed a failure to meet the Diverse Switchboard Service Guarantee (“Diverse Switchboard Service Guarantee”).

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

UNAVAILABILITY	SERVICE LEVEL CREDIT
Less than 5 minutes	No Credit
00:05:01 to 00:25:00	10% total Monthly Recurring Charge for Diverse Service
00:25:01 to 02:00:00	15% total Monthly Recurring Charge for Diverse Service
02:00:01 to 04:00:00	20% total Monthly Recurring Charge for Diverse Service
04:00:01 to 08:00:00	25% total Monthly Recurring Charge for Diverse Service
More than 8 hours	35% total Monthly Recurring Charge for Diverse Service

6. REMEDIES AND DAMAGES AND LIMIT ON WARRANTIES

- 6.1.** If QTS fails to meet the Non-Diverse Switchboard Service Guarantee or the Diverse Switchboard 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 and a right to terminate as set forth in Section 6.3 of this Addendum. In no event shall the Customer’s total amount of Service Level Credits in a given month exceed thirty five percent (35%) of Customer’s total Monthly Recurring Charges for the affected Non-Diverse Switchboard Service or Diverse Switchboard Service.
- 6.2.** In order to receive any of the Service Level Credits described in Section 5, 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 Switchboard Service.
- 6.3.** If QTS shall have a failure of Diverse Switchboard Service 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 third failure. Termination pursuant to this Section 6.3 shall be effective sixty (60) days after the non-terminating party’s receipt of the required termination notice.
- 6.4.** 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 “QTS Switchboard 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 Switchboard 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 Switchboard Network; or any Customer Maintenance, then QTS shall have no obligation to credit Customer any amount for any such failure.



Schedule A

Responsibility Matrix for Switchboard Service

Switchboard Services Tasks	QTS	Customer
Ordering		
For a new QTS customer, setup customer administrator with access to online ordering via QTS Customer Portal	•	
Give additional customer users access to online ordering via QTS Customer Portal		•
For new a QTS customer, order initial Switchboard port(s) and Virtual Connect(s) via QTS Customer Portal	•	
For existing QTS customer, order Switchboard port(s) and Virtual Connect(s) via QTS Customer Portal		•
Installation		
Complete the Switchboard Service Work Order and provide any other necessary technical information requested by QTS		•
Provision and configure Switchboard port	•	
Complete crossConnect from Switchboard port to Customer Space	•	
Complete connections from crossConnect to Customer Equipment		•
Provision Virtual Connect	•	
For Virtual Connect – Cloud, complete configurations in Customer's public cloud account		•
Request connections to other QTS customers as needed		•
Approve or reject any customer connection requests		•
Test and validate customer Virtual Connect(s)		•
Support		
Manage and maintain Switchboard platform	•	
Monitor Customer's Switchboard ports	•	
Notify QTS of any availability issues with the Switchboard Service		•
Troubleshoot any availability issues with the Switchboard Service	•	