



**ADDENDUM TO MASTER AGREEMENT  
ADDITIONAL TERMS AND CONDITIONS  
FOR ETHERNETCONNECT SERVICE DELIVERED BY EPL and EVPL**

This Addendum is attached to made part of the Master Agreement agreed to by Customer and QTS in effect as of the date of execution of this Addendum and the terms hereof are incorporated therein by this reference and are applicable where Customer orders ethernetConnect Service which provides Customer with connectivity from a QTS data center to other data centers, cloud service providers, or other commercial business locations delivered by EPL and EVPL, as defined below. 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. **"A Location Point of Demarcation"** shall have the same meaning as Point of Demarcation for purposes of this Addendum.
- 1.2. **"Carrier"** shall mean a third party telecommunications provider selected or designated to provide the ethernetConnect Service.
- 1.3. **"Carrier's Network"** shall mean the end-to-end network used by the Carrier to deliver the ethernetConnect Service utilizing Carrier owned segments and networking equipment.
- 1.4. **"Customer"** shall have the same meaning as "Tenant" in the Lease Agreement for purposes of this Addendum.
- 1.5. **"Customer Equipment"** shall have the same meaning as "Tenant Equipment" in the Lease Agreement for purposes of this Addendum.
- 1.6. **"Customer Location"** shall mean a location designated by Customer that is not owned or operated by QTS or the supplying Carrier.
- 1.7. **"Customer Maintenance"** shall have the same meaning as "Tenant Maintenance" in the Lease Agreement for purposes of this Addendum.
- 1.8. **"Customer Space"** shall have the same meaning as "Premises" in the Lease Agreement for purposes of this Addendum.
- 1.9. **"ethernetConnect Service"** shall mean a private point-to-point Layer 2 connection that is compatible with E-Line service as defined by the Metro Ethernet Forum ("MEF") and delivered by EPL or EVPL.
- 1.10. **"EVC"** shall mean the Ethernet virtual circuit using the Ethernet protocol for logically connecting two (2) or more UNIs.
- 1.11. **"Local Access Provider"** means the local exchange provider responsible for delivering Off-Net ethernetConnect Service at the Customer Location.
- 1.12. **"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.
- 1.13. **"Off-Net"** shall mean a network not controlled, maintained or operated by the supplying Carrier.
- 1.14. **"On-Net"** shall mean a network controlled, maintained and operated by the supplying Carrier as of the Service Activation Date.
- 1.15. **"Protected"** shall mean any ethernetConnect Service that includes a Carrier's managed protection scheme that allows traffic to be rerouted in the event of a fiber cut on the Carrier's Network or in the event of a Third Party Equipment failure. For an ethernetConnect Service to be deemed Protected, the Work Order shall clearly state that the ethernetConnect service is Protected.
- 1.16. **"QTS"** shall have the same meaning as "Landlord" in the Lease Agreement for purposes of this Addendum.
- 1.17. **"Unprotected"** shall mean any ethernetConnect Service that does not include a Carrier's managed protection scheme that would allow traffic to be rerouted in the event of a fiber cut on the Carrier's Network or in the event of Third Party Equipment failure. All ethernetConnect Service which is not clearly identified as Protected is Unprotected.
- 1.18. **"Service Activation Date"** shall be the earlier of (i) the date on which Customer begins using the ethernetConnect Service for any purpose other than testing; or (ii) the date that QTS has sent the Service Activation Notice to Customer.
- 1.19. **"Service Activation Notice"** occurs when QTS notifies the Customer that the ethernetConnect Service is activated and is available for use by the Customer.
- 1.20. **"Third Party Service Provider"** shall mean a third party carrier, Local Access Provider or third party data center operator.
- 1.21. **"Third Party Equipment"** shall mean the equipment provided, installed, maintained, repaired and operated by the Carrier, its agent or a Local Access Provider.
- 1.22. **"Unavailability"** shall mean a complete break in transmission of the affected ethernetConnect Service. The duration of the Unavailability of the ethernetConnect Service is the difference between the time QTS records a trouble ticket and when the ethernetConnect 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
- 1.23. **"UNI"** shall mean the user network interface used to deliver the ethernetConnect Service to the Customer. An association of two (2) or more UNIs defines a connection for delivering ethernetConnect Service. A UNI also defines the demarcation point between the Customer and the Carrier.
- 1.24. **"Z-Location Point of Demarcation"** shall mean the demarcation point where the ethernetConnect Service is terminated.

**2. SERVICE DESCRIPTIONS**

- 2.1. **Ethernet Private Line ("EPL")** A MEF standard for delivering ethernetConnect Service over a dedicated physical UNI port in which a single EVC is delivered from a UNI to Customer. EPL supports a point-to-point service.
- 2.2. **Ethernet Virtual Private Line ("EVPL")** A MEF standard for delivering multiple EVCs to the Customer over a single dedicated UNI port.

**3. SERVICE REQUESTS AND DELIVERY**

- 3.1. **Delivery of ethernetConnect Service at a Customer Location.**

- 3.1.1. When, per Customer's request, the ethernetConnect Service is being terminated at a Customer Location through a Local Access Provider on behalf of the Carrier, the charges set forth in the Work Order assumes that the ethernetConnect Service will be terminated at a pre-established demarcation point or minimum point of entry ("MPOE") in the Customer Location, as determined by the Local Access Provider. If the Local Access Provider determines that it is necessary to extend the demarcation point or MPOE through the provision of additional infrastructure, cabling, wiring, electronics or other materials necessary to reach the Customer Location, QTS may pass through additional non-recurring charges and/or Monthly Recurring Charges assessed by the Carrier, Third Party Service Provider or Local Access Provider to the Customer; and installation of ethernetConnect Service may be delayed, without liability. If the Carrier notifies QTS of such additional charges or installation delays, QTS shall notify the Customer as soon as practical thereafter.
- 3.1.2. When, per the Customer's request, the ethernetConnect Service is terminated at a Customer Location through an Off-Net local loop provisioned by the Carrier, the charges and the Term set forth in the Work Order assumes that such ethernetConnect Service can be provisioned by the Carrier through the Local Access Provider for the Term. If the Carrier is unable to provision such ethernetConnect Service through the selected Local Access Provider or the selected Local Access Provider requires a different contract term other than that set forth in the Work Order, QTS reserves the right, regardless of whether QTS has accepted the Work Order, to suspend provisioning of such ethernetConnect Service and notify Customer in writing of any additional charges or changes assessed by the Carrier. At such point, QTS and Customer will negotiate a new Work Order which reflects the additional charges. Customer shall be responsible for any additional fees assessed by the Carrier, Local Access Provider or Third Party Service Provider. Upon receipt of a revised Work Order, Customer will have two (2) business days to accept or reject the changes. Customer acknowledges that QTS shall be excused from delivery of the ethernetConnect Service until such time as Customer accepts or rejects the new Work Order. If Customer does not respond to QTS within the two (2) day business period, such changes will be deemed rejected by Customer. If the Customer rejects the changes, whether affirmatively or through the expiration of two (2) business day period, the affected ethernetConnect Service will be cancelled without liability of either party. If the Customer accepts the changes, the Customer shall reimburse QTS for the additional charges assessed by the Carrier, Local Access Provider or Third Party Service Provider. QTS does not guarantee that any ethernetConnect Service will be provided by a specific Local Access Provider.
- 3.2. **Service Activation.** If the ethernetConnect Service does not meet the specifications set forth in the Work Order, Customer shall have two (2) business days from the Service Activation Date to notify (which notice shall include a list of the specifications that have not been met) QTS that it is rejecting the ethernetConnect Service. Upon receipt of such notice of rejection, QTS shall take such steps reasonably necessary to cause the ethernetConnect Service to meet such specifications, at which time QTS shall issue a new Service Activation Notice and the acceptance process above shall be repeated. Customer's failure or delay to test the ethernetConnect Service or failure or delay to utilize the ethernetConnect Service on or after the Service Activation Date shall not prevent QTS from billing Customer for the ethernetConnect Service. The Service Activation Date will be deemed to occur as of the date that QTS is ready to deliver the related ethernetConnect Service and shall not be delayed due to Customer's failure to meet its responsibilities under the Agreement.

#### 4. CUSTOMER OBLIGATIONS

- 4.1. **Access and Obligations for delivery of ethernetConnect Service delivered at the Customer Location.** When Customer requests that the ethernetConnect Service terminate at a Customer Location, Customer, at its sole cost and expense, shall provide the Third Party Service Provider with access to the Customer Location for purposes of installation, maintenance, repair and removal of any Third Party Equipment at the Customer Location and facilitate and coordinate with the property owner of the Customer Location, all additional space, and electricity determined by the Third Party Service Provider to be necessary to provide the ethernetConnect Service. For purposes of the preceding sentence, "access" shall include without limitation any necessary license(s) to access the building and or property for the duration of the Term. However, notwithstanding Customer's responsibility, if QTS or the Third Party Service Provider is required to obtain and maintain any such license to access the building or property at the Customer Location, Customer agrees to reimburse QTS for any costs related to obtaining and maintaining such licenses during the Term. QTS shall provide reasonable notice to Customer prior to the Third Party Service Provider entering Customer's point of presence to install, maintain, repair or remove any of the Third Party Equipment. Customer will permit the Third Party Service Provider to install software revisions released by the related Third Party Equipment manufacturers throughout the Term. Customer will provide a safe place to work and comply with all applicable laws regarding the working conditions at the Customer Location. Any failure on the part of Customer to be ready to receive the ethernetConnect Service, or any refusal on the part of Customer to receive the ethernetConnect Service, shall not relieve Customer of its obligation to pay charges for any ethernetConnect Service that is otherwise available for use. In the event any access is required to provide the ethernetConnect Service hereunder, Customer acknowledges that QTS shall be excused from such performance, including Service Level Guarantees, as defined below, and the issuance of Service Level Credits from the time QTS or the Third Party Service Provider requests access to the applicable Customer Location until such time the requested access is granted.
- 4.2. **Installation.** Customer must reasonably cooperate with QTS in the installation process, such cooperation, includes, but is not limited to, the accurate completion of the QTS connectivity services cross connect discovery form and any other necessary technical information requested by QTS. Customer or its representative must be physically present at the time of installation.
- 4.3. **Third Party Equipment.** Third Party Equipment shall remain the sole and exclusive property of the applicable owner, and nothing contained herein shall give or convey to Customer, or any other person, any right, title or interest whatsoever in the Third Party Equipment, notwithstanding that it may be, or become, attached to, or embedded in, realty. Customer shall not tamper with, remove or conceal any identifying plates, tags or labels identifying the Carrier or Third Party Service Provider's ownership interest in the Third Party Equipment. Customer shall not adjust, align, attempt to repair, relocate or remove Third Party Equipment, except as expressly authorized in writing by the applicable owner of the Third Party Equipment.
- 4.4. **Customer Equipment.** Customer is responsible, at its sole cost and expense, for connecting to the A Location Point of Demarcation and the Z Location Point of Demarcation specified in the Work Order. Customer Equipment and ethernetConnect Service beyond the A Location Point of Demarcation and/or interconnection between the Carrier's facilities and terminal equipment and the wiring at the Z Location Point of Demarcation shall be the sole responsibility of Customer. Customer must procure and maintain, at its sole cost and expense, Customer Equipment which is technically compatible with the ethernetConnect Service and the Carrier's Network. Neither QTS nor its designated Carrier or other Third Party Service Provider shall have an obligation to install, maintain or repair any non-Third Party Equipment, including any Customer Equipment.

- 4.5. **Service Calls.** If, on responding to a Customer initiated service call, the Third Party Service Provider reasonably determines that the cause of the ethernetConnect Service deficiency was a failure, malfunction or the inadequacy of equipment other than Third Party Equipment or QTS' equipment, Customer shall compensate QTS for any charges incurred by the Third Party Service Provider and passed through to QTS.
- 4.6. **Acceptable Use Policy.** Customer's use of the ethernetConnect Service and that of its customers, personnel or other end-users shall at all times comply with QTS' then current Acceptable Use Policy, available at [www.qtsdatacenters.com](http://www.qtsdatacenters.com), as amended by QTS from time-to-time.
- 4.7. **Availability of the Service.** Customer will promptly notify QTS of any availability issues with the ethernetConnect Service.
- 4.8. **Responsibility Matrix.** 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").

## 5. QTS OBLIGATIONS

- 5.1. QTS may from time to time perform Facilities Maintenance and the Carrier or Third Party Service Provider may from time to time perform maintenance, planned enhancements or upgrades. Customer acknowledges and agrees that the performance of (i) maintenance by a Third Party Service Provider; (ii) Facilities Maintenance; and (iii) Customer Maintenance may cause "the QTS ethernetConnect network" to be temporarily inaccessible and the ethernetConnect Service temporarily unavailable to Customer. QTS will use 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 ethernetConnect 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 network or the availability of ethernetConnect Service, QTS shall give Customer notice by e-mail prior to conducting such Facility Maintenance, identifying the time and anticipated duration of the Facilities Maintenance.
- 5.2. QTS shall comply with its responsibilities set forth in the Responsibility Matrix.

## 6. REMEDIES AND DAMAGES AND LIMIT ON WARRANTIES

- 6.1. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THE 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.
- 6.2. Customer's sole remedy and QTS' sole obligations with respect to any failure in the ethernetConnect Service, hardware failure, software failure, or other error relating to the ethernetConnect 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 7. Service Level Credits and error corrections are subject to Customer diligently working to meet its responsibilities as set forth in the Responsibility Matrix.
- 6.3. Unless specifically provided for in a separate Addendum, QTS does not provide, and Customer shall indemnify, defend and hold QTS harmless from any and all Losses arising from or relating to, user or access security with respect to any of Customer's applications, data, websites, databases, network, facilities or facilities of others, and Customer shall be solely responsible for user/access security and network access to Customer's facilities or location. QTS does not provide any service to detect or identify any security breach of Customer's applications, data, network, websites, databases or facilities, except as may be set forth in a separate written agreement between Customer and QTS.
- 6.4. 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 7 herein, QTS does not warrant that the ethernetConnect 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 ethernetConnect Service or Internet. Use of any information transmitted or obtained by Customer using the "QTS ethernetConnect 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 the "QTS' ethernetConnect 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.

## 7. SERVICE LEVEL GUARANTEES AND SERVICE LEVEL OBJECTIVES

- 7.1. ethernetConnect Unprotected Service Guarantee. QTS shall have the contracted ethernetConnect Unprotected Service available for the Customer to transmit information to, and receive information 99.5% of the time. Each of QTS and the Carrier shall use its reasonable discretion to determine whether an interruption in the ethernetConnect Unprotected Service occurred and if QTS or the Carrier reasonably determines there was not an interruption in the ethernetConnect Unprotected Service then such event shall not be deemed a failure to meet the ethernetConnect Unprotected Service Guarantee ("ethernetConnect Unprotected Service Guarantee").

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

Length of Unavailability	Service Level Credit
Less than 4 hours	No credit
04:00:01 to 06:00:00	10% of the total Monthly Recurring Charge for ethernetConnect Unprotected Service
06:00:01 to 08:00:00	15% of the total Monthly Recurring Charge for ethernetConnect Unprotected Service
08:00:01 to 12:00:00	30% of the total Monthly Recurring Charge for ethernetConnect Unprotected Service
More than 12 hours	50% of the total Monthly Recurring Charge for ethernetConnect Unprotected Service

7.3. ethernetConnect Protected Service Guarantee. QTS shall have the contracted ethernetConnect Protected Service available for the Customer to transmit information to, and receive information 99.95% of the time. Each of QTS and the Carrier shall use its reasonable discretion to determine whether an interruption in the ethernetConnect Protected Service occurred and if QTS or the Carrier reasonably determines there was not an interruption in the ethernetConnect Protected Service then such event shall not be deemed a failure to meet the ethernetConnect Protected Service Guarantee (“ethernetConnect Protected Service Guarantee”).

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

Length of Unavailability	Service Level Credit
Less than 22 minutes	No Credit
00:22:01 to 01:00:00	10% of the total Monthly Recurring Charge for ethernetConnect Protected Service
01:00:01 to 2:00:00	15% of the total Monthly Recurring Charge for ethernetConnect Protected Service
2:00:01 to 04:00:00	30% of the total Monthly Recurring Charge for ethernetConnect Protected Service
More than 4 hours	50% of the total Monthly Recurring Charge for ethernetConnect Protected Service

7.4. The ethernetConnect Unprotected Service Guarantee and the ethernetConnect Protected Service Guarantee (each referred to herein individually and collectively as a “Service Level Guarantee”) shall not apply to Off-Net ethernetConnect Protected Service or Off-Net ethernetConnect Unprotected Service.

**8. REMEDIES.**

8.1. If QTS fails to meet a Service Level Guarantee, Customer shall be entitled to receive, as its sole and exclusive remedy, the applicable Service Level Credits described in Section 7. In no event shall the Customer’s total amount of Service Level Credits exceed the fifty percent (50%) of Customer’s total Monthly Recurring Charges for the affected ethernetConnect Unprotected Service or fifty percent (50%) of Customer’s total Monthly Recurring Charges for affected ethernetConnect Protected Service in a given month.

8.2. In order to receive any of the Service Level Credits described in Section 7, 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 five (5) calendar days from the date on which 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 ethernetConnect Service.

8.3. 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, Third Party Service Provider or other service providers connected to “QTS ethernetConnect 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 ethernetConnect Service other than in accordance with the documentation or the directions of QTS, failure of the Customer to provide the designated Third Party Service Provider reasonable access to the Customer Location, 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 Facilities Maintenance, Third Party Service Provider maintenance or any Customer Maintenance, then QTS shall have no obligation to credit Customer any amount for any such failure.

SCHEDULE A

Responsibility Matrix

ETHERNETCONNECT SERVICE DELIVERED BY EPL AND EVPL			
Task	QTS	Carrier	Customer
Connecting Customer Space within QTS facility to Carrier's demarcation point	X		
Obtaining LOA for circuit Z-Location			X
Connecting cross connect at Z-Location		X	
Turn-up of ethernetConnect EPL or EVPL circuit between QTS data center and Z-Location	X	X	
Testing circuit with Customer	X		X
Notify QTS of any service affecting issues			X
Notify Carrier of any service affecting issues	X		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.