



Terms and Conditions

By registering a lead for a sales opportunity through this Referral Rewards Program, you hereby agree to be bound by the following terms and conditions with Quality Technology Services Holding, LLC ("QTS"):

- 1.1 **Lead Registration.** You shall complete the online lead registration system with all the required information and substantially accurate in all material respects specifying the opportunity and the Space and Services that the Customer wishes to obtain.
- 1.2 **When Deemed Final.** Once a potential customer is referred to QTS by you, QTS shall have the sole responsibility and discretion to negotiate a contract with the prospective customer. QTS shall have no obligation to enter into an agreement containing terms or conditions that are not acceptable to QTS in QTS' sole discretion. A contract with a registered lead will not be deemed final until the QTS Affiliate and Customer have executed the Customer Contract and any such documents as are reasonably requested by the QTS Affiliate related to the provision of the Space and Services.
- 1.1. **No Authority on Behalf of QTS.** These Terms and Conditions do not contemplate, create or constitute a joint venture, partnership or similar relationship between you and QTS. You are, and shall act, operate and hold itself out only as an independent contractor, and as such shall be solely responsible for all costs that it may incur under these Terms and Conditions including costs associated with operating its business and costs incurred by you in procuring, promoting, marketing, and/or soliciting orders from prospective customers. You shall have no right, authority or power to represent, or act on behalf of QTS or its Affiliates unless expressly authorized to do so in these Terms and Conditions. Moreover, you shall have no right or authority to hold itself out as having any right or authority, to create any contract or obligation, express or implied, binding upon QTS or a QTS Affiliate, including accepting orders for Space or Services or agreeing to or offering prices, terms or conditions of sale that in any way differ from the current prices, terms and conditions provided by QTS or QTS Affiliate to you from time to time.
- 1.2. **Expiration.** All registered and accepted leads will be valid for six (6) months following the lead registration. Referral payments will not be paid on registered leads that are deemed final after such six (6) month period, without registering the deal again.
- 1.3. **Referral Payment.** Upon QTS' receipt of the first payment for Monthly Recurring Revenue by the customer, QTS will pay you a one-time referral payment equal to two percent (2%) of the Monthly Recurring Revenue over the initial term of the Customer Contract. Notwithstanding the foregoing, QTS reserves the right to reduce the referral payment to less than two percent (2%) in its sole discretion. For avoidance of doubt, you understand that no referral payment will be paid on orders, which have not been successfully implemented, which QTS has not received the foregoing payment from the Customer or are thereafter cancelled by the Customer or which the QTS Affiliate cancels for any reason at the QTS Affiliate's sole discretion.
- 1.4. **Sole Compensation.** The referral payments described herein constitutes your sole compensation and QTS' sole obligation to pay you.
- 1.5. **Conflicts.** You acknowledge and agree that QTS, directly or through other agents, may offer the Space and Services to customers and that you will be entitled to no compensation for sales made through such other channels. If QTS receives conflicting referrals of customers or requests for referral payments on a customer contract, QTS will, in its sole discretion, determine who will receive credit for the registration of the customer and receive the referral payment. All decisions made by QTS are final.
- 1.6. **Your Responsibilities.**
 - 1.6.1. **Your Obligations.** In order to receive a referral payment, you must provide QTS with a completed W-9 and complete a vendor onboarding form.
 - 1.6.2. **General Compliance.** You represent and warrant that, at your sole expense, you (i) are a duly organized and validly existing organization under the laws of the state in which you are organized, created or incorporated and has all requisite legal power and authority to execute this Agreement and carry out its terms, conditions and provisions, (ii) will comply with all applicable international, federal, state and local laws and regulations applicable to its performance under this Agreement including but not limited to the U.S. Foreign Corrupt Practices Act and any other anti-bribery laws, regulations and international conventions in countries where the parties do business. (iii) do not and your personnel does not appear on the United States Department of Treasury, Office of Foreign Asset Controls ("OFAC") list of Specially Designated National and Blocked Persons and are not otherwise a person from whom QTS may not legally pay a referral payment for services rendered hereunder; and (iv) will maintain in force and effect all licenses and permits required for its performance under this Agreement at its sole expense. You shall conduct its business in a manner consistent with QTS' Supplier Code of Conduct located at <https://www.qtsdatacenters.com/company/supplier-code-of-conduct>, which may be updated by QTS from time to time.
 - 1.6.3. **Conflict of Interest.** You represent and warrant that no director, officer, employee, agent, representative or vendor of the you has (or during the term of these Terms and Conditions will have) any personal or business interest that would present an actual, potential or apparent conflict of interest with the performance of this Agreement as determined by QTS in its sole discretion. Conflicts of interest include, but are not limited to (i) gifts or payments made directly or indirectly to an existing QTS employee by you at any time prior to, or twelve (12) months following the lead registration; (ii) having an existing QTS employee serve as officer, director, consultant, advisor, representative, agent or be an employee of yours, (iii) any officer, director, employee, agent or representative of yours being related in any way (personal, business interest or otherwise) to a QTS employee without first disclosing such relationship to QTS in writing prior to the execution of this Agreement; (iv) you receiving a referral payment for a Customer referred to QTS when you or your personnel has decision making authority for the Customer as an employee, officer, director or advisor; or (v) an existing employees, director or officer of yours having any interest in the Customer's company (other than passive ownership of stock in a publicly traded company).



- 1.6.4. **Material Breach.** You hereby acknowledge and agree that non-compliance with the terms of this Section 1.6 shall constitute a material breach of these Terms and Conditions and QTS shall not be obligated to pay you a referral payment.
2. **Indemnification.** You agree to release, defend, indemnify and hold harmless QTS, its parent, subsidiaries and affiliates and each of the QTS officers, directors, employees, agents, partners, members and shareholders from and against any and all losses, damages, claims, demands, suits, liabilities, fines, penalties, obligations, settlement payments, awards, judgments, deficiencies, or other charges and any and all expenses, including attorney's fees, incurred in connection with investigating, defending or asserting any claim, action, suit or proceeding, whether based in contract, tort or otherwise arising out of or relating to the acts or omissions of you, its employees or agents, in connection with the duties and/or activities of you under these Terms and Conditions or incurred by QTS in successfully enforcing any provisions of these Terms and Conditions.
 3. **Limitation of Liability.** **QTS, NOR ITS AFFILIATES, SHALL BE LAIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, ARISING FROM THE RELATIONSHIP OF THE PARTIES OR THE CONDUCT OF BUSINESS CONTEMPLATED IN THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.** QTS has no responsibility to you and shall incur no liability with respect to (i) continued availability or operation of any Space or Services, (ii) any adjustments by QTS to the terms and conditions of any Space or Services, (iii) the failure by QTS to accept, or close the sale for any prospective Customer, (iv) the failure by QTS to provide or to continue to provide any Space or Services to a prospective or current Customer, and (v) any non-QTS space or services marketed, sold or licensed by you.
 4. **Law:** These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Delaware, excluding conflict of law rules.
 5. **Force Majeure.** QTS shall not be liable to you for any failure of performance due to causes beyond QTS' reasonable control, including but not limited to: acts of God, fire, explosion; any Law or direction of any governmental entity; emergencies; civil unrest, wars; unavailability of rights-of-way, third party services or materials; or strikes, lock-outs, work stoppages, labor shortages or other labor difficulties; viruses, denial of service attacks, or failure of the Internet.
 6. **Attorneys' Fees.** In any action related to these Terms and Conditions, the prevailing party shall be entitled to recover from the other party the prevailing party's costs, including reasonable attorneys' fees, whether such fees and costs be incurred at trial, on appeal or otherwise.
 7. **Severability.** If any provision of these Terms and Conditions, is held to be invalid or unenforceable in any jurisdiction in which these terms and conditions apply, then for such jurisdiction the meaning of such provision shall be construed so as to render it enforceable to the extent feasible; and, if no feasible interpretation would save such provision, it shall be severed from this Agreement and the remainder shall remain in full force and effect.
 8. **Entire Agreement.** The terms contained in these Terms and Conditions, supersede all prior oral or written understandings between the parties (including, without limitation, any prior agency agreement related to any of the Space or Services) and constitute the entire agreement between them concerning the subject matter of this Agreement and shall not be contradicted, explained or supplemented by any course of dealing between QTS or any of its affiliates and you or any of its affiliates. There are no understandings or representations, express or implied, not expressly set forth in this agreement. These Terms and Conditions shall not be modified or amended except by a writing signed by the parties.

Definitions

- a. "Affiliate" with respect to any party means any entity that controls, is controlled by or is under common control with such party.
- b. "Monthly Recurring Revenue" or "MRR" means the recurring amounts from your referred Customers pursuant to their respective Customer Contract for Space and Services implemented by QTS, exclusive of any and all (i) taxes, regulatory fees or other third-party charges, (ii) non-recurring fees or one-time charges including without limitation setup fees, hardware charges, late fees, disconnect fees, change of services fees, or any similar fees, (iii) any fees or charges for Space or Services not implemented, discontinued (for whatever reason to be determined at QTS' sole discretion) and/or not billed to Customers, (iv) amounts received from Customers for Space or Services purchased under discounted promotional pricing other than those specifically agreed to in writing by QTS, (v) any Customer fees or charges due for Space or Services, but not received by QTS, (vii) any separate fees for power or infrastructure charges or (viii) Services provided on a trial or evaluation basis to the extent that QTS waives or refunds (including by way of a credit against future service payments) the amounts paid or to be paid by the Customer with respect to such trial or evaluation services.
- c. "Customer" means a customer referred to QTS by you pursuant to a registered lead accepted by QTS that ultimately signs an agreement with QTS.
- d. "Customer Contract" All agreements, including any orders, proposals and statements of work, provided by QTS shall be solely between QTS (or its Affiliate) and the Customer.
- e. "Referral Payment" means monthly payment based on the Monthly Recurring Revenue for a Customer referred to QTS.
- f. "Services" means services offered by QTS.
- g. "Space" means the space offered by QTS.