What's changed
29 January 2021

Global Services Agreement

Clause reference	What's changed
Clause 1	The office address is updated to read: "Suite 800, 351 California Street, San Francisco, CA 94104, USA"
Clause 6(d)	The following is deleted after the words "regulatory bodies where required": "including the German Federal Network Agency (Bundesnetzagentur) and the Spanish National Commission on Markets and Competition and the Telecommunication operators registry"
Clause 7(b)(5)	The following is inserted after the words "or accessed using the Service": "including by encrypting the data it chooses to transmit through Megaport's network"
Clause 12(b)	This subclause is deleted in its entirety.
Clause 12(e)	A new subclause (e) is inserted as follows: "As Megaport does not access Packet content, it has no knowledge of the types of data Customer is transmitting and so, if the Customer plans to use the Services to transmit data relating to individuals, it should review and sign Megaport's Data Processing Addendum."
Service Schedule – Ports	Clause 1 (Service Description) is deleted and replaced with: "A Port (**the Service**) is a high-speed Ethernet interface that provides the physical connection Customer needs to access Megaport's other services (such as MegaIX or a virtual cross-connect (**VXC**)). Available speed options are 1Gbps, 10Gbps, and 100Gbps. 100Gbps only available at selected data centre locations. Link Aggregation Group (**LAG**) using Link Aggregation Control Protocol (**LACP**) can be enabled on a single Port of 10Gbps or greater, with a maximum of eight Ports combined in one LAG. The total available bandwidth of a LAG is the sum of all constituent ports. Megaport offers the ability to purchase redundant Services in the same data centre location on separate physical devices (**Diverse Services**). Diverse Services may be created as matching LAGs on separate devices. Diverse Services are only available at selected data centre locations."
Service Schedule – Ports	The following is inserted at the end of Clause 2 (Service Levels): "No additional representations are made regarding the Service Availability of Diverse Services."
Service Schedule – MVE	A new Service Schedule is inserted as follows: **MVE Service Schedule** **1. Service Description** A Megaport Virtual Edge (**MVE**) (the **Service**) is a software-based SD-WAN node IP router on the edge of the Megaport network which is accessible via VPNs over the public Internet. It provides virtual connectivity to Megaport's other Services, as an alternative to the physical ethernet connectivity available via a Port in one of our data centres. It may be used to join customer-premises-based SD-WAN nodes to each other, to other MVEs, and to other Services offered on the Megaport network. **2. Prerequisites & restrictions**

a. Although transit gateway functionality is built into each MVE enabling traffic flow to/from Customer branch locations using SD-WAN technologies via internet connections, Megaport is not supplying global Internet transit and is not an internet service provider. Megaport is also not a SD-WAN equipment provider. Customers must use their existing third party SD-WAN providers and internet service providers in order to connect to Megaport's network via an MVE.

b. An MVE must only be connected to validated SD-WAN equipment and, to this end, Customers need to provide their own SD-WAN license key, alternatively purchase a license key via Megaport (if/when such license keys are made available by Megaport, Megaport being under no obligation to do so).

c. MVE is available at selected metropolitan areas to provide remote connectivity to Customer SD-WAN equipment, typically in those same metropolitan areas.

d. MVE is available in fixed sizes to accommodate small, medium and large customers. The size specifies the expected maximum data throughput and/or number of expected customer-premises devices to connect. Sizing is based on specific workloads; actual throughput may vary based on customer specific workloads.

Size	Maximum Performance (throughput)	Maximum SD-WAN endpoints
Small (2vCPUs)	~250-500Mbps	~40
Medium (4 vCPUs)	~1 Gbps	~300
Large (8 vCPUs)	~ 5 Gbps	~600

3. **Service Levels**

The Service has a Service Availability target of 99.995%.
Service Availability is calculated per Charging Period as Uptime divided by (the number of minutes in the Charging Period less Excused Downtime), expressed as a percentage.
Charging Period means the charging period applicable to Customer's Service, as specified on the Service Order (and if not specified, a monthly Charging Period applies).
Uptime means the number of minutes in the Charging Period where the Customer's MVE is running and able to route packets between connected VXCs.
Excused Downtime means the number of minutes in the Charging Period, rounded to the nearest minute that the operational state of Customer's MVE is 'down' due to:
a) Customer's acts or omissions or the acts or omissions of Customer's agents, contractors or anyone Customer is responsible for;
b) the acts or omissions of any third party or a fault on a third party's network;
c) any failure, incompatibility or error in the configuration of Customer equipment or cabling (including any cross-connects);
d) Megaport suspending the Service in accordance with the Agreement or the Acceptable Use Policy; or
e) an Intervening Event.

4. **Service Credits**

If Megaport fails to meet the Service Availability target in a Charging Period, then subject to the Service credit conditions set out in section 4 of this Service Schedule, Customer will be able to claim a Service credit calculated as:

$$\frac{\text{Downtime}}{\text{Charging Period}} \times \text{Recurring Charge}$$

Where:

Downtime is calculated per Charging Period as the total number of minutes in the Charging Period less (Uptime plus Excused Downtime); and

Recurring Charge means the recurring charge applicable to the applicable Charging Period.

5. Service Credit Conditions

The following conditions apply to Service credits:

a. where a Service credit is available, the credit is Customer's only remedy in the event of Megaport's failure to meet the Service Availability target;

b. Service credits are available to Customer, the A-End owner only;

c. Customer must apply for the Service credit by giving Megaport notice of its claim within thirty (30) calendar days of the end of the Charging Period to which the credit applies;

d. the Service credit can only be applied as a credit to Customer's Megaportal account, and cannot be redeemed for cash;

e. the maximum Service credit available for each Service in a Charging Period will not exceed one-hundred per cent (100%) of the total Recurring Charges for that Charging Period for that Service; and

f. Service credits are not available if Customer has failed to pay charges for the Service when due and payable.