

**What's changed
21 May 2021**

Global Services Agreement

Clause reference	What's changed
Addendum	<p>A new Addendum is inserted on page 19 as follows:</p> <p>Channel Partner-Managed Services</p> <p>Introduction Megaport may allow Channel Partners to facilitate the selling, provisioning, supporting and/or billing of certain Megaport Services and consequently, the Agreement is amended and/or supplemented as set out below for all Services that are facilitated in some way by Channel Partners.</p> <p>In the event of an inconsistency or a conflict between the terms of this Addendum and the Agreement, the terms of this Addendum prevail.</p> <p>Account Although a Channel Partner may create a Customer's Megaportal account and/or access it in order to provision the Services, the provisions of clause 2 of the Agreement still apply.</p> <p>Ordering Services Although Customer's Order may have been placed with Megaport via a Channel Partner, the provisions of clause 3 of the Agreement still apply.</p> <p>Services With reference to clause 6.b) of the Agreement: In the event that service credits apply to a Service which is being billed for and/or supported via a Channel Partner, Customer must claim such credits via that Channel Partner.</p> <p>Charges and Payment If a Channel Partner has facilitated the Order placement, the Charges may be as displayed by the relevant Channel Partner and clause 8.a) of the Agreement shall be read to include this possibility accordingly.</p> <p>If a Channel Partner facilitates billing for the Service, Customer shall receive invoices via and make payment to the Channel Partner (not Megaport directly), in accordance with the payment-related terms and conditions presented to it by the Channel Partner, and not as set out in clause 8.b) to 8.d) of the Agreement. Any suspected invoicing errors should also be notified to the Channel Partner for investigation and remediation in the first instance. Save as set out above, the provisions of clause 8 of the Agreement will still apply.</p> <p>Service Suspension With reference to clause 9.a) (i) of the Agreement, note that the notice regarding overdue payment may be delivered by Megaport or the relevant Channel Partner.</p> <p>Personal Information With reference to clause 12.a) of the Agreement, it is recorded that the relevant Personal Information may be collected from the Customer indirectly via the Channel Partner.</p> <p>Dictionary The following new definitions are inserted into clause 18:</p> <p>Channel Partner means one of Megaport's authorised sales, billing and/or customer support service providers.</p>

	<p>Managed Customer means a Customer whose ordering and/or use of Services is facilitated in some way by a Channel Partner.</p> <p>Managed Service means a Service in respect of which a Channel Partner facilitated the Order and/or continues to facilitate the provisioning, support, billing and/or collection of Charges.</p> <p>The existing Agreement definitions of 'Customer', 'Service' and 'Order' in clause 18 should be interpreted to include Managed Customer, Managed Service, and an Order placed via a Channel Partner, respectively.</p>			
Service Schedule – MVE	<p>The current Service Schedule is deleted in its entirety and replaced with the following:</p> <p>MVE Service Schedule</p> <p>1. Service Description</p> <p>A Megaport Virtual Edge (MVE) (the Service) is a virtual machine hosted solution that can be configured as an SD-WAN node to provide an IP router at the edge of the Megaport network, which is accessible through VPNs over the public network.</p> <p>Specifically, an MVE gives those of our Customers with SD-WAN image licence keys access to the IP routers of those enabled SD-WAN providers, as installed on Megaport equipment in select locations. In doing so, MVE provides virtual connectivity to Megaport's other Services from customers' remote location SD-WAN equipment, as an alternative to the physical ethernet connectivity available via a Port in one of our data centres. MVE 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.</p> <p>2. Prerequisites & restrictions</p> <p>a) Although transit gateway functionality is built into each MVE Service, thereby enabling the SD-WAN IP routers to route traffic flow to/from Customer branch locations via internet connections, Megaport is not supplying global Internet transit and is not a general internet service provider. Megaport is also not a SD-WAN equipment or software provider. Customers must use their existing third-party SD-WAN providers and internet service providers to connect to Megaport's network via an MVE.</p> <p>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 or purchase a license key via Megaport (if/when such license keys are made available by Megaport, Megaport being under no obligation to do so).</p> <p>c) MVE is available at selected metropolitan areas to provide remote connectivity to Customer SD-WAN equipment, typically in those same metropolitan areas.</p> <p>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.</p> <table border="1" data-bbox="667 1899 1337 2011"> <tr> <td data-bbox="667 1899 869 2011">Size</td> <td data-bbox="869 1899 1134 2011">Maximum Performance (throughput)</td> <td data-bbox="1134 1899 1337 2011">Maximum SD-WAN endpoints</td> </tr> </table>	Size	Maximum Performance (throughput)	Maximum SD-WAN endpoints
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 VXC's.

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 (including Customer's SD-WAN provider);
- 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:

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

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;

	<ul style="list-style-type: none">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; andf) Service credits are not available if Customer has failed to pay charges for the Service when due and payable.
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