**What’s changed
14 February 2022**

**Global Services Agreement**

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| **Clause reference** | **What’s changed** |
| 14(b) | The clause is amended to read:If no Minimum Term applies to a Port, or it has expired, Customer may terminate that Port at any time on 30 days’ notice, but must pay charges for the full Charging Period in which termination occurs (if applicable). If no Minimum Term applies to a Service other than a Port, or it has expired, Customer may terminate that Service at any time. |
| Country Addendum | A new Country Addendum for Mexico is inserted as follows:**Mexico****Charges and Payment**Clause 8(f) is amended by the following: Megaport will provide Customer with at one month prior written notice of any increase to the charges as permitted above. Customer may terminate any affected Service within four weeks of receipt of such notice free of charges, with effect on the effective date of the increase.Clause 8(g) is amended by the following: All charges for the Services are exclusive of applicable Taxes and Regulatory Fees. Megaport may add an additional amount for the applicable Taxes and Regulatory Fees to the charges, including without limitation Mexican VAT or regulatory fees or other similar taxes, fees, charges or surcharges levied or collected by Mexican authorities. **Credit Assessment** Clause 5(a) is removed.**Dispute Settlement Proceedings**Clause 17(d) is amended by inserting the following sentence at the end of the clause: Irrespective of the jurisdiction of the courts of law, users and operators of electronic communications networks or services may submit cases of dispute or complaint to the Mexican Agency of Consumer’s Rights (Procuraduría Federal del Consumidor) and/or the Federal Insitutute of Telecommunications (Instituto Federal de Telecomunicaciones). Megaport shall be obliged to take part in such proceedings and answer all inquiries necessary to assess the situation as well as provide the necessary documents.**General**Clause 17(i) is amended by the following: This Global Services Agreement and any other documents delivered or given under this Agreement, including notices, have been and will be in the Spanish and English language only, in the understanding that in case of discrepancy between both languages in Mexico, the Spanish version shall prevail for all legal effects. |
| VXC Service Schedule – clause 1 | The definition of VXC is deleted and replaced with:A VXC is a high-speed point-to-point Ethernet virtual circuit between two Ports, MCRs or MVEs (the Service). Service speed may be configured in 1Mbps increments, with a maximum speed of the speed of the slowest Port, MCR, MVE or as otherwise qualified by our systems at time of the Order. |