

Clause reference	What's changed																				
MVE Service Schedule	<p>The MVE Service Schedule is deleted and replaced with:</p> <p>A Megaport Virtual Edge (MVE) (the Service) is a virtual machine hosted solution that can be configured to perform specific functions, depending on the software/image selected by the customer to run on it. Where the selected software/ image requires a software licence, Customer must supply their own.</p> <p>MVE provides virtual connectivity to Megaport's other Services from customers' remote location equipment, as an alternative to the physical ethernet connectivity available via a Port in one of our data centre locations. MVE may be used to join customer-premises-based nodes to each other, to other MVEs, and to other Services offered on the Megaport network.</p> <p>1. Prerequisites & restrictions</p> <p>a) Although Megaport Internet can be ordered into each MVE Service, thereby enabling the IP routers to route traffic flow to/from Customer branch locations via internet connections, the Internet connection must only be used to connect remote users or branches into the MVE or connect the MVE to other endpoints within the Megaport infrastructure. Megaport is not supplying global Internet transit to the MVE and is not a general internet service provider in this context.</p> <p>b) An MVE must only be connected to validated equipment and, to this end, Customers need to provide their own image 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 equipment, typically in those same metropolitan areas.</p> <p>d) MVE is available in sizes to accommodate various needs of compute, whilst the Megaport Internet is variable and adjustable by customers on demand.</p> <table border="1" data-bbox="432 1003 1305 1279"> <thead> <tr> <th>Size name</th> <th>Number of vCPUs</th> <th>RAM</th> <th>Storage</th> </tr> </thead> <tbody> <tr> <td>2/8</td> <td>2</td> <td>8</td> <td>As per image/software technical specification</td> </tr> <tr> <td>4/16</td> <td>4</td> <td>16</td> <td>As per image/software technical specification</td> </tr> <tr> <td>8/32</td> <td>8</td> <td>32</td> <td>As per image/software technical specification</td> </tr> <tr> <td>12/48</td> <td>12</td> <td>48</td> <td>As per image/software technical specification</td> </tr> </tbody> </table> <p>The Megaport Internet service is optional and can be adjusted by the customer at the time of ordering or anytime after provisioning.</p> <p>The compute and the Megaport Internet access will be presented as two separate charges.</p> <p>2. Troubleshooting</p> <p>Megaport will be responsible for troubleshooting any issues related to the virtual machine or the connectivity provided, whilst the customer will be responsible to troubleshoot any issues related to the software/image through their software/image vendor.</p> <p>3. Service Levels</p> <p>The Service has a Service Availability target of 99.995%.</p> <p>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.</p> <p>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).</p> <p>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.</p> <p>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:</p> <p>a) Customer's acts or omissions or the acts or omissions of Customer's agents, contractors or anyone Customer is responsible for;</p> <p>b) the acts or omissions of any third party or a fault on a third party's network ();</p>	Size name	Number of vCPUs	RAM	Storage	2/8	2	8	As per image/software technical specification	4/16	4	16	As per image/software technical specification	8/32	8	32	As per image/software technical specification	12/48	12	48	As per image/software technical specification
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	<p>c) any failure, incompatibility or error in the configuration of Customer equipment or cabling (including any cross-connects);</p> <p>d) Megaport suspending the Service in accordance with the Agreement or the Acceptable Use Policy; or</p> <p>e) an Intervening Event.</p> <p>4. Service Credits</p> <p>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:</p> <p><u>(Downtime x Recurring Charge) / Charging Period</u></p> <p>Where:</p> <p>Downtime is calculated per Charging Period as the total number of minutes in the Charging Period less (Uptime plus Excused Downtime); and</p> <p>Recurring Charge means the recurring charge applicable to the applicable Charging Period.</p> <p>5. Service Credit Conditions</p> <p>The following conditions apply to Service credits:</p> <p>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;</p> <p>b) Service credits are available to Customer, the A-End owner only;</p> <p>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;</p> <p>d) the Service credit can only be applied as a credit to Customer's Megaportal account, and cannot be redeemed for cash;</p> <p>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</p> <p>f) Service credits are not available if Customer has failed to pay charges for the Service when due and payable.</p>
<p>Megaport Internet Service Schedule</p>	<p>A new Service Schedule is inserted as follows:</p> <p>Megaport Internet Service Schedule</p> <p>1. Service Description</p> <p>Megaport Internet involves provision of a symmetrical, high-speed IP-based service, delivered to a Port or MCR over a VXC which is used to provide access to the public Internet. The service includes a single, unique dedicated public IP address which will be globally routable. The Service is not available as a standalone service. This service will not be limited to connecting to Megaport's SDN and can be used more generally as a traditional internet service.</p> <p>2. Additional Terms</p> <p>a) To access the Service, Customer must be based in Australia, the United States of America or the United Kingdom and may only use the Service within that jurisdiction. Use of the Service in or from any other jurisdiction is expressly prohibited and constitutes a material breach of this Agreement.</p> <p>b) Customer must have an active Port, MCR or MVE Service in order to use the Service. If Customer terminates the Port, MCR or MVE associated with its Service, the Service will automatically terminate.</p> <p>3. Service Levels</p> <p>SLAs apply to the Service provided within Megaport's network only. SLAs don't apply to any network that is provided by a third party.</p> <p>The Service has a monthly Packet Success Delivery target of 99.5%</p> <p>Packet Success Delivery is calculated as follows:</p>

$$\text{Packet Success Delivery} = (f - e) / f \times 100\%$$

e - Total number of Packets Lost

f = Total number of Packets Sent

Packet Loss is defined as the monthly average of packets that are dropped between points of presence within the Megaport network only.

Megaport monitors the aggregate Packet Loss on an ongoing basis and compiles the collected data into a monthly average packet loss measurement for our network.

If you notify us that the Packet Success Delivery is below the specified rates above, we will use commercially reasonable efforts to confirm and determine the source of the Packet Loss and to correct the issue to the extent that the source of the problem is on our network.

If Megaport fails to remedy the issue within 24 hours of being notified, and the average Packet Success Delivery for the preceding 30 days is below the rates specified above, Customer may claim a Service Credit as set out below.

Megaport is not liable for Packet Loss that is outside the Megaport network.

4. 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 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) Service credits are calculated as a 15% discount off the charges for the Service for the affected month;
- e) The Service credit can only be applied as a credit to Customer's Megaport account, and cannot be redeemed for cash; and
- f) Service credits are **not** available:
 - i. if Customer has failed to pay charges for the Service when due and payable;
 - ii. if Packet Loss is caused by Customer's acts or omissions or the acts or omissions of Customer's agents, contractors or anyone Customer is responsible for;
 - iii. where Packet Loss is caused by the acts or omissions of any third party or a fault on a third party's network;
 - iv. where there is incompatibility or error in the configuration of Customer equipment or cabling (including any cross- connects);
 - v. where Megaport has suspended the Service in accordance with the Agreement or the Acceptable Use Policy; or
 - vi. in connection with an Intervening Event.