

February 2024 – Global Services Agreement Update – Key Changes

Clause reference	What's changed?
Clause 7 b)(i)	This clause is amended to read: i. comply with all applicable laws and regulations;
Clause 8 a)	This clause is amended to read: a) Charges for the Services and the applicable currency will be specified on Customer's Order or in Customer's Megaportal account.
Clause 8 b)	This clause is amended to read: b) Megaport will issue invoices monthly by email and send them to the billing contact registered on Customer's Megaportal account. Customer may access their Megaportal account to retrieve invoices at any time.
Clause 12 b)	This clause is amended to read: b) Each party agrees to handle Personal Information obtained from the other party in accordance with their respective privacy policy and applicable Privacy Laws. Should personal information be subject to a Restricted Transfer, then the Model Clauses will be used as the relevant adequacy measure (and the controller-to-controller module is incorporated for the purposes of Restricted Transfer between the parties). The UK Addendum will be incorporated in addition to the Model Clauses when a Restricted Transfer includes personal information subject to UK's Privacy Laws.
Clause 14 a)	This clause is amended to read:

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	<p>a) If a Minimum Term applies to a Service, it will be specified on the relevant Order. On the expiry of any Minimum Term, or if no Minimum Term is specified, the Service will continue until terminated by either party in accordance with this Agreement. Any Service on a Minimum Term will automatically renew for a further term of the same length ("Further Term") unless Customer gives Megaport notice prior to the expiry of the then-current term. The price of the Service during the Further Term will be the current price as at the start date of the Further Term, unless otherwise agreed in writing between the parties. Megaport will provide Customer with thirty (30) days' notice of the upcoming Service term expiry.</p>
Clause 14 e)	<p>This clause is amended to read:</p> <p>e) If before the end of the Minimum Term and subject to Clause 14(f) and 15(a), Customer terminates a Service other than under Clause 14(c) or Megaport terminates a Service under Clause 14(c), Customer must pay Megaport an Early Termination Fee ("ETF"), calculated as an amount equal to one hundred percent (100%) of Customer's average monthly spend or monthly recurring charge (whichever is greater) on the terminated Service, multiplied by the number of months (or days part thereof) between the date of termination and the end of the Minimum Term.</p>
Clause 17 i)	<p>This clause is amended to read:</p> <p>i) This Global Services Agreement and any other documents delivered or given under this Agreement, including notices, have been and will be in the English language only.</p>
Clause 17 n)	<p>This clause is deleted and replaced with:</p> <p>n) The parties agree that this Agreement may be electronically signed. The parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.</p>

Clause reference	What's changed?
Clause 17 o)	This clause is deleted. Please see amended clause 17 n) above.
Clause 18	<p>The following definition is inserted:</p> <p>Port has the meaning attributed to it in the Port Service Schedule.</p>
Clause 18	<p>The following definition is inserted:</p> <p>Term means the term of this Agreement.</p>
Clause 18	<p>The following definition is inserted:</p> <p>UK Addendum means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses approved by the United Kingdom's Information Commissioner's Office (available at https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf) as amended, superseded or updated from time to time), and excluding illustrative/optional clauses.</p>
Country Addendum, France	<p>The second paragraph of the 'Introduction' clause is amended to read:</p> <p>New Clause 10(f) applies where an Order is governed by French law pursuant to Clause 17(c) of the Global Services Agreement.</p>
Country Addendum, Canada	<p>The following Country Addendum is inserted:</p> <p>Canada</p> <p>General</p>

Clause reference	What's changed?
	<p>Clause 17 (i) is amended by inserting the following sentence at the end of the clause: Les parties aux presents confirment leur volonté que cette convention de même tous les documents, y compris tous avis, s'y rattachant, soient rédigés en anglais seulement.</p>
<p>VXC Service Schedule, clause 2(b)</p>	<p>This clause is amended to read:</p> <p>b) When Customer orders a Service, Customer will order it between a Port owned by Customer (the A-End) and another Port (the B-End). The B-End may be owned by Customer or owned by a third party. Where Customer orders a Service connected to a B-End owned by a third party, Customer acknowledges that Megaport cannot:</p> <ul style="list-style-type: none"> <li data-bbox="555 719 1973 791">i. activate or deactivate that Service until it has received the B-End owner's or provider's written consent; nor <li data-bbox="555 831 1760 863">ii. deactivate that Service until the provider has terminated the third party service.