

**What's changed  
22 June 2020**

**Acceptable Use Policy**

Clause reference	What's changed
Clause 8	<p>Clause 8 is amended to read as follows:</p> <ul style="list-style-type: none"> <li>a) "Without limiting Megaport's other rights, if the load on one of Customer's Ports reaches or exceeds the maximum allowed capacity on that Port (as stated in Customer's Order) for: <ul style="list-style-type: none"> <li>i) a period of two consecutive months; or</li> <li>ii) any three months within a period of six months,</li> </ul> Megaport may, by notice, request that Customer decrease the load on that Port, increase the capacity of that Port or order another Port within 30 days from the date of the notice.</li> <li>b) Megaport's Network Operations Centre will monitor utilisation of: <ul style="list-style-type: none"> <li>i) Cloud Service Provider (<b>CSP</b>) ports and all Customer VXC's for Congestion Events; and</li> <li>ii) Customer ports and VXC's between customer ports or Cloud Service Providers (CSP) for Network Congestions Events.</li> </ul> </li> <li>c) Any Customer VXC deemed to be causing a Congestion Event or a Network Congestion Event will be immediately reduced by the Megaport Network Operations Centre to a speed that alleviates the congestion. The Customer VXC speed reduction will remain in place until: <ul style="list-style-type: none"> <li>i) the Congestion Event or the Network Congestion Event is deemed to have ended; and</li> <li>ii) for a Congestion Event, the CSP port utilisation falls below 95% and remains uncongested over a continuous 15 minute period; or</li> <li>iii) for a Network Congestion Event, the network circuit utilisation falls below 95%, the service returns to an acceptable throughput and remains uncongested over a continuous 15 minute period.</li> </ul> <p>For the purposes of this Policy, a Congestion Event is defined as the CSP port utilisation exceeding 95% and a Network Congestion Event is defined as the network circuit utilisation exceeding 95% of the total available capacity and/or causing degradation of service for other customers.</p> </li> <li>d) Megaport Service Desk will advise Customers impacted by the VXC speed reduction via email at the time of the Congestion Event and at the completion of the Congestion Event. The customer is responsible for restoring the VXC speed after any reduction made in accordance with clause 8(c) above."</li> </ul>
Clause 9(a)	<p>The following is added as a sentence at the end of the paragraph:</p> <p>"In the case of blocking or removal of data or content, the Customer shall have the right to terminate the Agreement under the Global Services Agreement."</p>
Clause 10	<p>New clause 10 is added:</p> <p><b>"API Usage</b></p> <ul style="list-style-type: none"> <li>a) Megaport may monitor the use of the APIs to manage experience and ensure Customer API integrations are compliant with Megaport's quotas. Exceeding the quotas either by accident or</li> </ul>

deliberately may result in a temporary suspension of the ability to make API requests to Megaport systems.

- b) General API requests collect Megaport provisioning information or service metrics.
- c) Service Updates are API requests that make a change to network elements and service configuration, resulting in a change to service parameters and impacting billing.

<b>API Request Category</b>	<b>Quota</b>
<b>General API requests</b>	<ul style="list-style-type: none"><li>• Limit of 500 requests in a rolling 5 minute period per IP address</li></ul>
<b>Service Update requests</b>	<ul style="list-style-type: none"><li>• No more than one update every 5 minutes and a maximum of 100 updates per month (per service)”</li></ul>