Gobal Services Agreement

1. Agreement documents

This Global Services Agreement, the Service Schedule(s), the Acceptable Use Policy and Customer's Order(s) set out the terms and conditions that apply to Customer's access to and use of the Services and forms an agreement (this **Agreement**) between Megaport (USA), Inc. of 505 Montgomery Street #1025, San Francisco, CA 94111, USA (**Megaport**) and the Customer (**Customer**).

2. Account

a) Customer must create a Megaportal account and provide Megaport with a valid email address to access the Services.

b) Customer must maintain the security of Customer's Megaportal account, devices and network. Megaport may assume that any request in relation to the Services Megaport receives from Customer, its agents or employees, from Customer's Megaportal account is authorised by Customer. Customer must notify Megaport in writing immediately if Customer believes that there has been unauthorised use of the Services or its account or if its account information is lost or stolen.

c) Customer must pay all charges in connection with the usage of a Service, even if that usage was not authorised by Customer or a Customer Affiliate, unless caused by Megaport's mistake or Customer provides Megaport with sufficient evidence that Customer was not responsible for the usage.

3. Ordering Services

a) By submitting an Order to Megaport, Customer:

1. warrants that all information Customer provides to Megaport in an Order is true and correct and that Megaport may rely upon it; and

2. makes a binding offer to Megaport to acquire the Services described in the Order on the terms set out in this Agreement, which Megaport may accept at its discretion. An agreement to supply a Service is formed on the date Megaport provisions that Service and charges apply from the Billing Commencement Date.

4. Affiliates

a) Customer and its Affiliates may order Services from Megaport in various countries by submitting an Order. Each Order will form a separate agreement to purchase the relevant Services, incorporating the terms of this Global Services Agreement, the Service Schedule(s) and the Acceptable Use Policy. Customer will be the customer of record for all Services provided under this Agreement and, together with any ordering Customer Affiliate, will be jointly and severally liable with any ordering Customer for all obligations set out in this Agreement, notwithstanding that an Order is submitted by a Customer Affiliate or that the invoices for a Service are sent to a Customer Affiliate. If Megaport (or a Megaport Affiliate) accepts an Order from a Customer Affiliate by provisioning the Service(s) set out in that Order, then references in this Agreement to Customer will be read as references to Customer and the relevant Customer Affiliate.

b) If an Order requires Services to be provided in a jurisdiction where Megaport doesn't operate, a Megaport Affiliate may provide those Services. If a Megaport Affiliate accepts an Order by provisioning the Service(s) set out in that Order, the Megaport Affiliate will be solely liable for that Order and references in this Agreement to Megaport will be read as references to that Megaport Affiliate.

c)   In some jurisdictions where Services are provided, additional terms must be added to this Agreement or existing terms amended so that the Order is enforceable and consistent with local law or operational practice. The additional or amended terms for those jurisdictions are set out in the addendum to this Agreement.

d)   In this Agreement, indemnities and limitations and exclusions of liability in favour of a party are to be construed as indemnities, limitations and exclusions in favour of each of that party's Affiliates.

5.   Credit assessment

a)   Customer authorises Megaport to assess Customer's creditworthiness and communicate with credit reporting agencies about Customer's credit status during the Term. Subject to local law, Megaport may give these agencies information that Customer has provided to Megaport.

b)   Megaport may set a credit limit or restrict Customer's use of the Services to limit Megaport's financial exposure. If Customer exceeds its credit limit, Megaport may restrict Customer's ability to order new Services and/or require payment from Customer.

6.   Services

a)   Megaport will use its best efforts to begin providing the Service on the delivery date set out in the relevant Order.

b)   Megaport will use its best efforts to provide Services in accordance with service levels set out in the Service Schedule. If Megaport fails to meet a service level, Customer's only remedy (if any) is as set out in the Service Schedule.

c)   Megaport may replace or vary an existing Service at any time if the variation does not result in any material deterioration in the quality of the Service.

d)   Megaport will provide Services in accordance with an industry standard information security program and Megaport's Information Security and Privacy Statement which is available at megaport.com/legal.

e)   Megaport will effect and maintain adequate insurance during the Term including;

    i.   workers compensation insurance as required by law;

    ii.   professional indemnity insurance;

    iii. public and product liability insurance;

Megaport will provide written evidence of the currency of its insurance to Customer on request no more than once per year during the Term.

f)   Megaport is subject to telecommunications laws in the various countries in which it operates and registered with the relevant regulatory bodies where required. The Services involve Megaport using a network for the transmission of Customer's data and the following provisions apply to Megaport's transmission of such data:

    i.   *Only as lawfully required:* Megaport only processes such data to the extent necessary to provide the Services and in accordance with relevant telecommunications laws.

    ii.   *Automatically:* Data is processed automatically when Megaport's systems are triggered by Customers' instructions to transmit their data. In doing so, Megaport's systems transmit Customers' raw data packets ("**Packets**"), as well as read and record certain related metadata in order to build up the connection between sender and recipient, route the Packets properly and calculate Service fees (where fees are dependant on the quantity of data transmitted). This metadata includes IP addresses and Packet headers, transmission start and end, transmitted data quantity, and other data required to create or maintain the communication channel

between sender and recipient ("**Metadata**"). Packet content is not accessed and data is deleted directly after the requested connection has been terminated, except where for retention of Metadata as required for the purposes described in this Agreement

    iii.   *Manually:* Manual processing of Metadata is performed by authorised Megaport personnel and only for troubleshooting purposes (i.e. to detect and resolve Service or network malfunctions) and to detect and prevent unlawful use of the Services or network.

    iv.   *Court orders, subpoenas & laws*: Megaport will only intercept data beyond what is described above in the event and to the extent required for compliance with any law, court order or subpoena (including in conjunction with law enforcement agencies).

7. Customer responsibilities

a) Customer must:

    i.   establish and maintain all cabling at third party sites (including all cross-connects) from the Service demarcation point to Customer's own equipment and comply with any requirements of the third party site provider in relation to that cabling;

    ii.   supply and configure Customer's own compatible equipment to connect to the Services;

    iii.   follow Megaport's operational procedures, technical specifications and other reasonable directions provided by Megaport in relation to the Service (including as set out in https://docs.megaport.com/);

    iv.   maintain a valid and current email address in its Megaportal account at all times;

    v.   ensure that Customer does not (and its agents, contractors and third party suppliers do not) damage any equipment, network or sites Megaport uses to provide the Services; and

    vi.   uninstall cross connects from the Customer's equipment to the demarcation point at Customer's cost within 30 days after the Service is terminated, unless otherwise specified in the Order.

b) When Customer uses a Service, Customer must:

    i.   comply with all applicable laws, regulations and codes of conduct;

    ii.   comply with the Acceptable Use Policy;

    iii.   comply with Megaport's reasonable directions concerning Customer's use of the Service;

    iv.   use the Service for business purposes only and not resell or resupply the Service unless Megaport agrees in writing;

    v.   be responsible for all information and data transmitted or accessed using the Service, including by encrypting the data it chooses to transmit through Megaport's network; and

    vi.   be responsible for any of its agents, employees, contractors or other service providers who have access to the Service.

c) Customer indemnifies Megaport for any Loss suffered by Megaport due to a breach of this Agreement by Customer. This indemnity is not limited by Clause 10 but is reduced to the extent that the Loss is caused by Megaport's negligence.

8. Charges and payment

a) Charges for the Services and the applicable currency will be specified on Customer's Order, or if not specified, as set out in Customer's Megaportal account.

b) Megaport will issue invoices monthly via Customer's Megaportal account. Megaport will notify Customer by email when an invoice is available in Customer's Megaportal account. Customer may access their Megaportal account to retrieve invoices at any time.

c) Customer must pay all invoices in the currency specified in the relevant Order within thirty (30) days of the invoice date using one of the electronic payment methods listed on the invoice. Megaport will determine how payments will be applied against outstanding invoices. Service fees and charges may apply to some payment methods and Customer must pay any fees and charges that apply. Credit card payments are processed by Stripe Payments Australia Pty Ltd, a Level 1 PCI compliant service provider (www.stripe.com/au/privacy).

d) If Customer does not pay an invoice in full by the due date then, in addition to any other rights Megaport has under this Agreement, Megaport may charge Customer interest on the unpaid amount on a daily basis from the due date until payment is made at the rate of three per cent (3%) per annum. Customer will also be liable to Megaport for all costs incurred in recovering unpaid fees from Customer, including collection agency and legal fees.

e) If Customer considers in good faith there has been a mistake in any invoice, Customer must notify Megaport within ninety (90) days of the relevant invoice date with full details. Megaport will investigate Customer's claim and suspend its collection processes until the claim has been resolved. If Megaport has made a mistake, it will amend the invoice or reimburse Customer as soon as practicable, as appropriate.

f) Megaport may vary the charges at any time on thirty (30) days' notice:

    i. for a Service that does not have a Minimum Term; or

    ii. for a Service that Megaport continues to provide on a month to month basis after the Minimum Term has expired.

g) 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.

h) If Customer is required by law to deduct or withhold Taxes from a payment to Megaport, then Customer may make those deductions or withholdings (or both). Megaport will increase Customer's payment amount by the amount necessary to ensure that Megaport receives the full amount that Megaport would have received if no deduction or withholding had been made.

i) If Customer claims a tax exemption, then Customer must provide Megaport with a properly executed exemption form that applies to the jurisdiction/s in which the Service is rendered. Once the exemption form is received and is deemed to be satisfactory evidence, Taxes will not be charged for the applicable Service.

9. Service Suspension

a) Subject to applicable laws, Megaport may temporarily suspend or restrict the Customer's (or any Customer Affiliate's) Services:

    i. if Customer, or a Customer Affiliate, fails to pay an invoice within thirty (30) days after receiving notice from Megaport that payment is overdue;

    ii.   on 5 days' written notice, if Customer or a Customer Affiliate fails to comply with the Acceptable Use Policy, provided that Megaport may immediately suspend Services without notice if Customer materially fails to comply with the Acceptable Use Policy;

    iii.   if Megaport believes it is necessary to do so to comply with any law or an order of any government or regulatory body;

    iv.   if Megaport believes it is necessary to do so to protect any person, equipment, network or to attend to any emergency; or

    v.   on 14 days' notice, where there are technical problems with the Service or where Megaport is maintaining or maintenance is required, provided that Megaport may immediately suspend service without notice if emergency repairs are required.

b) If Megaport suspends or restricts a Service, Megaport will only continue to charge Customer for the Service if the suspension or restriction is due to Customer's failure to comply with this Agreement or the Acceptable Use Policy.

10. Liability

a) To the extent permitted by law, each party excludes all statutory or implied conditions or warranties, including without limitation, any implied warranties or conditions of merchantability or fitness for a particular purpose.

b) Megaport does not warrant that the Services will be continuous, error-free or secure. Megaport's liability for non-excludable conditions and warranties is limited (where it can be limited) to:

    i.   supplying the Services again; or

    ii.   paying Customer the cost of having the Services supplied again.

c) To the extent permitted by law, each party's total liability in respect of all claims in connection with this Agreement (whether in contract, negligence or any other tort, under any statute or otherwise) is limited to the sum of the charges paid or payable by Customer under this Agreement in the 12-month period preceding the date of the event that gave rise to the claim. This limitation of liability does not apply in respect of indemnity obligations or obligation to pay charges under this Agreement.

d) Megaport indemnifies Customer from any Loss suffered by Customer arising from a claim brought by a third party that the use of the Services infringes their Intellectual Property.

e) Neither party will be liable to the other (under the law of contract, tort, equity or otherwise) for:

    i.   any damages of any kind arising out of or in connection with this Agreement that are indirect or consequential;

    ii.   any loss or corruption of any data, interruption to business, loss of revenue, loss of sale, loss of profits, loss of business or any other economic loss or any loss of goodwill; or

    iii.   any failure to perform this Agreement if that failure is caused by an event which is an Intervening Event.

11. Intellectual Property

a) This Agreement does not transfer any of Megaport's Intellectual Property to Customer, or any of Customer's Intellectual Property to Megaport.

b) Megaport will own the Intellectual Property in any improvements or changes made by anyone to the Services and Customer must do all things reasonably within its power to assign to Megaport all Intellectual Property in such improvements or changes to Megaport.

c) Customer consents to Megaport listing Customer as a customer on Megaport's websites and to otherwise referring to Customer as a customer in Megaport's advertising material and marketing collateral.

12. Personal Information

a) As part of the registration process, or in connection with providing Services to Customer, Megaport may collect Personal Information about the Customer's employees and other representatives, such as their names, contact details and the communications between them in relation to this Agreement. Megaport does this in its capacity as 'independent controller' for purposes of managing its relationship with the Customer under this Agreement. Megaport shall collect, use, disclose and store such Personal Information in accordance with the Privacy Policy and applicable laws.

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).

c) The Services do not involve accessing Packet content. If Customer envisages that it may use the Services to transmit data relating to individuals, it should review and sign the Megaport Services Data Processing Addendum.

13. Confidential Information

a) Each party agrees in relation to the Confidential Information of the other party:

   i. to keep it confidential;

   ii. to use it solely for the purposes performing its obligations and exercising its rights under this Agreement; and

   iii. to disclose it only to those of its (and its Affiliates') directors, employees, agents and advisors who have a need to know (and only to the extent each has a need to know) and agree to keep it confidential.

b) The obligations of confidentiality under 13(a) do not apply to Confidential Information, which is required by law, or the rules of any securities exchange to be disclosed.

14. Term and termination

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.

b) 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.

c) Either party may terminate:

   i. a Service by written notice if the other party has breached a material term of this Agreement as it relates to that Service and has failed to remedy the breach within

thirty (30) days of receipt of notice from the non-defaulting party requiring the breach to be remedied; or

    ii.   all Services immediately by notice in writing if the other party suffers an Insolvency Event.

d) Megaport may terminate a Service on notice to Customer:

    i.   if Megaport reasonably determines that Customer poses an unacceptable credit risk;

    ii.   if Megaport reasonably believes it needs to do so to comply with any law or any order or request of any government or regulatory body;

    iii.   if Megaport is unable to continue to supply a Service to Customer for any reason (including due to technical reasons or the termination of any agreement with its suppliers); or

    iv.   for any reason, by providing Customer with thirty (30) days' prior notice, if no Minimum Term applies to the Service or the Minimum Term has expired.

e) If before the end of the Minimum Term and subject to Clause 14(f), 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 fifty percent (50%) 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.

f) If before the end of the Minimum Term, Customer terminates a Service other than under Clause 14(c) but replaces it with another Service of equal or greater monthly recurring charge and term, there will be no ETF applied. Customer will have 120 days to replace the outgoing Service with the new Service, however, Customer must notify Megaport in writing of their intention to "port" the Service within 30 days of termination to be eligible for the ETF waiver. If Customer does not notify Megaport within 30 days of termination or the Service is not replaced within 120 days of termination the ETF will be charged. Customer must notify Megaport of the incoming Service that will be used for replacement as it relates to the terminated service to be eligible for the ETF waiver.

g) Customer agrees that the Early Termination Fee is a reasonable estimate of Megaport's likely financial loss if any Service is terminated prior to the end of the Minimum Term.

h) On termination of this Agreement, if Megaport issued one or more IP addresses to the Customer as part of a Service, Customer's right to use those IP addresses terminates upon termination of that Service.

15.   Changes to this Agreement

a) Except for changes in charges (which are regulated by Clause 8(f) above) and changes to the specific cookies used on the Megaport websites (which will be notified to Customer via the website at the time of any such change, giving Customer the opportunity to consent and/or adjust its cookie preferences), Megaport may change the terms of this Agreement at any time by giving Customer thirty (30) days' prior notice (**Notice Period**). Megaport may only make changes pursuant to this clause which in Megaport's reasonable opinion do not materially affect the legal position between the parties, for example to include a new country-specific Addendum or Service Schedule. If Customer does not agree with the change, Customer may terminate any affected Services by giving Megaport notice in writing prior to the expiry of the Notice Period. Any Service terminations must take effect within fourteen (14) days after the expiry of the Notice Period. If Customer takes no action during the Notice Period, Customer will be deemed to have accepted the changes.

b) Megaport may modify the Megaport API, or may transition to a new API at any time but will use reasonable efforts to maintain backward compatibility where reasonably practicable. Megaport will notify Customer if a modification is likely to adversely affect Customer's ability to use the API.

16. Notices

a) Megaport may provide any notices under this Agreement by:

   i. posting a notice on Customer's Megaportal account; or

   ii. sending an email to the email address associated with Customer's Megaportal account.

b) Notices will take effect upon posting to Customer's Megaportal account or upon sending to Customer's email address. Customer is responsible for keeping its email address current.

c) Customer may provide notice to terminate this Agreement via its Megaportal account or by email to notices@megaport.com.

17. General

a) Customer may not transfer its rights and responsibilities under this Agreement unless Megaport agrees in writing. Where Megaport reasonably considers there will be no adverse effect on Customer, Megaport may transfer its rights and responsibilities under this Agreement without Customer's consent and without notice.

b) This Global Service Agreement (together with the Acceptable Use Policy) is part of the terms of any and all Orders. If there is any inconsistency between the documents that form this Agreement, the order of precedence is (i) the Service Schedule(s), (ii) the Order, (iii) the Acceptable Use Policy and then (iv) this Global Service Agreement.

c) The terms applicable to an Order (which include this Global Services Agreement) are governed by the laws of the jurisdiction in which the Service is provided and if provided in more than one jurisdiction, where the relevant Service originates.

d) Customer and Megaport agree to submit all questions in connection with the terms of an Order, (including issues arising from this Global Services Agreement) to the exclusive jurisdiction agreed in that Order (if any). If the parties do not agree on an exclusive jurisdiction in an Order, they submit to the non-exclusive jurisdiction of the courts of the jurisdiction where the Service is provided, or if provided in more than one jurisdiction, where the Service originates, and to the non-exclusive jurisdiction of the courts of New York.

e) Customer acknowledges that it has relied on its own judgment to evaluate the suitability of the Services for the purpose for which Customer requires them. Customer does not rely on any statement, representation or promise by Megaport that is not expressly set out in this Agreement.

f) No failure, delay or indulgence by either party in exercising any power or right conferred by the Agreement on that party will operate as a waiver of that power or right.

g) Megaport may have subcontractors or other agents meet any of its obligations under this Agreement but Megaport will remain liable to Customer for satisfying those obligations.

h) If part of this Agreement is void, voidable, unenforceable or the invalid part severed, the remainder will not be affected.

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. 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.

j) Subject to Clause 15, this Agreement may only be varied by agreement in writing signed by the parties.

k) This Agreement contains the entire agreement between the parties about its subject matter and supersedes all prior representations and agreements.

l) Nothing in this Agreement creates a relationship of employer and employee, principal and agent, partnership or joint venture between the parties.

m) Each party will pay its own costs and expenses in respect of this Agreement and any agreement or document contemplated by or required to give effect to it.

n) The parties confirm that it is their intention that this Agreement and any other documents delivered or given under this Agreement, including notices, have been and will be in the English language only. Les parties aux présents confirment leur volonté que cette convention de même tous les documents, y compris tous avis, s'y rattachant, soient rédigés en anglais seulement.

o) 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.

18.   Dictionary

Acceptable Use Policy means Megaport's acceptable use policy for the Services, which is available at www.megaport.com/legal.

Affiliate in respect of an entity (the first entity), means another entity that Controls the first entity, that is Controlled by the first entity or that is under common Control with the first entity.

API means application programming interface.

Billing Commencement Date means:

a) for a Port, the date that is 14 days after the date Megaport provisions the Service, or the date on which the Service goes Live, whichever occurs earlier. For the avoidance of doubt, a Port will go Live when the physical cross connect is completed; and

b) for any other Service, the date on which Megaport provisions the Service, or the Billing Commencement Date of the associated Port, whichever occurs later.

Charging Period means the charging period applicable to Customer's Service, as specified on the Order (and if not specified, a monthly Charging Period applies).

Confidential Information of a party (**Discloser**) means the following information, regardless of its form or whether the other party (**Recipient**) becomes aware of it before or after the date of this Agreement:

a) all information treated by the Discloser as confidential, (including but not limited to information regarding strategy, information regarding personnel, and any Intellectual Property or industrial, marketing or commercial information relating to or developed in connection with or in support of the Discloser's business); and

b) disclosed by the Discloser to the Recipient or of which the Recipient becomes aware;

except information:

i. the Recipient creates (whether alone or jointly with any third person) independently of the Discloser;

ii. that is public knowledge (otherwise than as a result of a breach of confidentiality by the Recipient or any other person with an obligation to keep such information confidential); or

iii. acquired from a third party entitled to disclose it.

Control of a party or entity means the direct or indirect ownership of more than fifty percent (50%) of the voting securities of the party or entity, or the power to direct the management of the party or entity, whether by operation of law, by contract or otherwise.

Customer means the entity entering into this Agreement, by accepting these terms and conditions at portal.megaport.com or by submitting an Order.

Early Termination Fee means the early termination charge calculated in accordance with Clause 14 (e).

Insolvency Event means where an administrator, liquidator, manager and receiver or any other administrator is appointed over the assets or the business of the entity, or the entity enters into any composition or arrangement with its creditors or the entity has any proceeding taken, with respect to it in any jurisdiction to which it is subject, or any event happens in such jurisdiction that has an effect equivalent or similar to any of the events referenced herein.

Intellectual Property means all industrial and intellectual property rights, including registered or unregistered trademarks, patents, copyright, rights in circuit layouts, trade secrets, confidential know-how and information and any application or right to apply for registration of any of those rights.

Intervening Event means an event or cause which is beyond the reasonable control of the person claiming that an intervening event has occurred including, without limitation, acts or omissions of third party network suppliers, fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes or lockouts, or quarantine restriction.

Loss means all losses, damages, liabilities, claims, costs and expenses (including reasonable attorneys' fees).

Megaportal means Megaport's online customer service interface at portal.megaport.com.

Megaport API means the Megaport application programming interface known as the Megaport RestfulAPI.

Minimum Term means the minimum contract term for which Customer acquires a Service, as set out in the relevant Order, and which commences on the Billing Commencement Date.

Model Clauses mean the standard contractual 'model clauses' approved by the European Commission (available at https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj., as amendable or replaced over time), except where such clauses are regarded as inadequate by applicable law, in which case it means the appropriate set of standard contractual clauses prescribed by that applicable law as an adequacy measure for Restricted Transfers.

Order means an order that sets out the Services that Customer requests Megaport to provide (whether in manual format or as submitted in the Megaportal or via the Megaport API).

Personal Information means any information (including, for example, name, date of birth, address) or an opinion, whether true or not, and whether recorded in a material form or not, about an identified individual, or an individual who is reasonably identifiable.

Privacy Laws means any laws and regulations governing the processing of Personal Information, including but not limited to the EU's General Data Protection Regulation 2016/679.

Privacy Policy means Megaport's privacy policy, a copy of which is available at megaport.com/legal.

Regulatory Fees means fees charged to Megaport by any foreign or domestic government or governmental, semi-governmental, administrative, fiscal, regulatory or judicial body, department, commission, authority, tribunal, agency or entity.

Restricted Transfer means any transfer of Personal Information to, or access of Personal Information from, a country which applicable Privacy Law regards as not being adequately safe for that Personal Information and in respect of which such Privacy Law requires adequacy measures to be implemented.

Service means the data transmission-related service(s) (or NaaS) ordered by Customer and which Megaport agrees to provide to Customer under an Order including any Services which Customer self-provisions or which Customer uses via the Megaport API.

Service Schedule means a schedule attached to this Agreement that sets out Service specific information, terms and service levels (if any) applicable to the supply of a Service under this Agreement.

Taxes means all applicable VAT, GST, Sales & Use Tax and Consumption Tax, in addition to excise, access, bypass, franchise, regulatory or other similar taxes, fees, charges or surcharges that are imposed on or based on the provision, sale or use of the Services but excluding taxes based on net income.

19. Interpretation

In this Agreement, the following rules apply unless the context requires otherwise:

a) headings are for convenience only and don't affect interpretation;

b) the singular includes the plural and conversely;

c) a gender includes all genders;

d) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;

e) a reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;

f) a reference to a clause or schedule is a reference to a clause of, or a schedule to, this Agreement;

g) a reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Agreement or that other agreement or document;

h) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;

i) a reference to dollars and $ is a reference to the currency specified in the relevant Order; and

j) the meaning of general words is not limited by specific examples introduced by "including", "for example" or similar expressions.

Addendum

The Global Services Agreement is amended to give effect to the terms set out below for all Services provided in the relevant jurisdiction and under an Order governed by the law of that jurisdiction. In the event of an inconsistency or a conflict between the terms of this Addendum and the Global Services Agreement, the terms of this Addendum prevail.

Singapore

Charges and Payment

If Customer has paid an amount on an invoice that Customer later wishes to dispute, Customer must notify Megaport within one (1) year after the relevant invoice date. Megaport will conduct an objective and complete review of Customer's claim and provide a written response within thirty (30) days.

End User Service Information

a) Megaport may obtain information from Customer as a result of Customer's use of the Services (**Customer Information**). Customer consents to the use of Customer Information by Megaport or any third party who provides services to Megaport in connection with the Services for the purposes of administering, billing, providing and provisioning any Service, market research, marketing and promotional activities, network and service enhancement, security and risk management and to respond to any emergency which threatens any life or property.

b) Customer may give its consent to the use of Customer Information for other purposes, or withdraw its consent at any time without charge, by giving Megaport written notice in accordance with this Agreement.

Disputes

All disputes shall be finally resolved in the following manner:

a) by referring the dispute to the Small Claims Tribunal, if the dispute falls within the jurisdiction of that tribunal;

b) if the parties agree, by jointly referring the Dispute to arbitration in Singapore in accordance with the Arbitration Rules of the Singapore Arbitration Centre for the time being in force; or

c) by referring the Dispute to any court of competent jurisdiction and for this purpose, the parties agree to submit to the jurisdiction of the Courts of the Republic of Singapore.

Germany

Credit and Security

Clause 5(a), sentence 2 is replaced by the following: Megaport may transfer information on outstanding claims to credit reporting agencies according to §28a Federal Data Protection Act (*Bundesdatenschutzgesetz*, BDSG).

Services

Clause 6(b) is amended by inserting the following sentence at the end of the clause: To the extent, however, that the failure to meet a service level materially affects the value of the services that Customer receives under an Order, Customer's statutory rights in respect of such failure (e.g. any statutory right to reduce, withhold or reclaim all or part of the service fees paid or secured) continue to apply. For the avoidance of doubt, Clause 10 remains unaffected.

Clause 6(c) is replaced by the following: Megaport may replace or modify an existing Service at any time provided that the replacement or modification does not result in a material change of the content, quantity or quality of the service or would otherwise be unacceptable to a reasonable customer. Megaport may replace or modify an existing Service in all other cases, if it is required by law to do so or if it is necessary to enable or facilitate (i) an upgrade to networks or services in line with technical progress; or (ii) the interfacing of networks. In these circumstances, Megaport will provide at least six weeks' prior notice in text form of the change and Customer may terminate the affected Service within six weeks of receipt of such notice, with effect on the effective date of the change. For the avoidance of doubt, Clause 14 remains unaffected.

Charges and Payment

Clause 8(d) is replaced by the following: If Customer does not pay an invoice in full by the due date, Megaport may charge Customer a default fee ("Verzugszinsen") on the unpaid amount on a daily basis from the due date until payment is made at the rate of nine per cent (9%) above the base rate of the European Central Bank. For the avoidance of doubt, any other rights that Megaport may have with respect to such default under this agreement or by law remain unaffected.

Clause 8(f) is amended by the following: Megaport will provide Customer with at least six weeks' prior written notice of any increase to the charges as permitted above. Customer may terminate any affected Service within six weeks of receipt of such notice, with effect on the effective date of the increase.

Liability

Clause 10 is replaced by the following:

a) Megaport is liable for acts committed with intent or negligence resulting in injury to life, body or health without limitation. In the event of other damages, Megaport is liable if the damage results from an act committed with intent or gross negligence.

b) Megaport is liable for damages arising from any intentional or negligent breach of essential contractual duties. An essential duty of contract is a duty (i) the fulfilment of which is essential to the proper execution of the contract; (ii) the non-execution of which endangers the purpose of the contract; and (iii) the execution of which the customer may trust. In such cases liability is limited to typically foreseeable damage.

c) Megaport is liable for any claims (i) under the German Product Liability Act (Produkthaftungsgesetz); (ii) based on fraudulently concealed (arglistig verschwiegen) defects; or (iii) arising from any warranty that Megaport has granted.

d) The liability of Megaport for all other damages is excluded.

e) § 44a Telecommunication Act (Telekommunikationsgesetz, TKG) remains unaffected.

Changes to this Agreement

Clause 15(a) is replaced by the following: Megaport may change the terms of this Agreement (other than the charges) at any time by giving Customer six weeks' prior notice in text form (Notice Period), including (but not limited to) cases in which Megaport is required by law or by public authorities to change the terms of this Agreement. If Customer does not agree with the change, Customer may contradict the change by giving Megaport notice in text form prior to the expiry of the Notice Period. If Customer provides such notice, the terms of this Agreement remain in force (to the extent they are enforceable) and Megaport may terminate the affected Service within fourteen (14) days after the expiry of the Notice Period. If Customer takes no action during the Notice Period and continues to receive the Service, Customer will be deemed to have accepted the changes.

United Arab Emirates

Introduction

The Global Service Agreement is amended to give effect to the terms set out below for all Services that are connected to a data centre located in the United Arab Emirates (**UAE**), being "UAE-ended services".

Supply

Customer acknowledges and agrees that all UAE-ended services are supplied outside the UAE between entities that are not UAE entities. Megaport is not supplying, and has no obligation to supply, any local telecommunications service in the UAE. To the extent that Customer wishes a UAE subsidiary to benefit from the Services, Customer is responsible for arranging any internal supply of the Services to that subsidiary. Customer is responsible for arranging to acquire any local cross-connection services required in the data centre located in the UAE from a local UAE entity.

No redundancy

All connections associated with this location are single path, therefore no redundancy is currently provided.

France

Introduction

The Global Service Agreement is amended as set out below. Changes made to clause 8(d), 11(b) and 14(c)(ii) apply where the Services are provided in France, regardless of the law governing the Order (which may be governed by French law or foreign law).

New clause 10(d) apply where an Order is governed by French law pursuant to clause 17(c) of the Global Services Agreement. In the event of an inconsistency or a conflict between the terms of this Addendum and the Global Services Agreement, the terms of this Addendum prevail.

Charges and Payment

Clause 8(d) is replaced by the following:

If Customer does not pay an invoice in full by the due date then, in addition to any other rights Megaport has under this Agreement, Megaport may charge Customer default interest on the unpaid amount on a daily basis from the due date until payment is made at the annual interest rate applied by the European Central Bank to its most recent main refinancing operation carried out before the first calendar day of the half year in question (the reference rate), plus ten (10) percentage point. Standard administrative costs (€40 at 1st January 2019)

to recover unpaid amounts may be added to this default interest.

Liability

A new clause 10(f) is added after clause 10(e) of the Global Services Agreement:

10(f) Notwithstanding any other terms and provisions of this Agreement, neither party may limit its liability in respect of any damage caused by physical injury (dommage corporel), wilful misconduct (dol) or gross negligence (faute lourde).

Intellectual Property

Clause 11(b) is replaced by the following:

If any improvements or changes are made by anyone to the Services during the time Megaport is providing the Services, Megaport will own the Intellectual Property in those improvements or changes and Customer must do all things reasonably within its power to assign to Megaport all Intellectual Property in such improvements or changes. In particular, Customer assigns all its Intellectual Property to Megaport on any improvements or changes to the Services made by Customer, including without limitation the following rights:

a) the right to reproduce in full on any medium any such improvements or changes;
b) the right to adapt, correct, enhance, maintain, decompile, modify, assemble, transcribe, arrange and translate any such improvements or changes;
c) the right to distribute any such improvements or changes in any manner whatsoever, by any processes hitherto known or unknown, in particular by any current or future telecoms networks such as internet, by any means of broadcast as well as by any means of telecommunications;
d) the right to market any such improvements or changes, including rental and lending free of charge or for a fee;
e) the right to use and exploit any such improvements or changes for personal use or for the benefit of third parties, for a fee or free of charge.

This assignment of Intellectual Property is valid for the entire world, and for the duration of the legal protection of the Intellectual Property for the benefit of their authors, heirs or beneficiaries or representatives according to the terms of any French and foreign legislation and international conventions relating to Intellectual Property currently or subsequently in force, including any extensions that may be made to the term of such protection.

Termination

Clause 14(c)(ii) is replaced by the following:

All Services immediately by notice in writing if the other party suffers an Insolvency Event, subject to mandatory applicable laws on insolvency proceedings which may prevent either party from terminating the Services in such a case.

Austria

Services

Clause 6(c) is replaced by the following: Megaport may replace or modify an existing Service in accordance with the following provisions: The essential information about the modifications that are not exclusively favourable shall be communicated by Megaport in written form at least one month before the modifications take effect (the full text of the modifications shall

be made available upon request); together therewith Megaport shall give the information about the entitlement to terminate the contract until that time free of charge. However, modifications which become necessary solely as a result of an ordinance issued by the regulatory authority and which are not exclusively favourable do not entitle to such termination.

Charges and Payment
Clause 8(d) is replaced by the following: If Customer does not pay an invoice in full by the due date, Megaport may charge Customer a default fee ("Verzugszinsen") on the unpaid amount from the due date until payment is made at the rate of nine point two (9.2) percentage points above the base rate of the Austrian National Bank. For the avoidance of doubt, any other rights that Megaport may have with respect to such default under this agreement or by law remain unaffected.

Clause 8(f) is replaced by the following: Megaport may vary the charges in accordance with the following provisions: The essential information about the variations that are not exclusively favourable shall be communicated by Megaport in written form at least one month before the variations take effect (the full text of the variations shall be made available upon request); together therewith Megaport shall give the information about the entitlement to terminate the contract until that time free of charge. However, variations which become necessary solely as a result of an ordinance issued by the regulatory authority and which are not exclusively favourable do not entitle to such termination.

Liability
Clause 10 is replaced by the following:

a)   Megaport is liable for acts committed with intent or negligence resulting in injury to life, body or health without limitation. In the event of other damages, Megaport is liable if the damage results from an act committed with intent or gross negligence.

b)   Megaport is liable for any claims (i) under the Austrian Product Liability Act (Produkthaftungsgesetz); or (ii) arising from any warranty that Megaport has granted.

c)   The liability of Megaport for all other damages is excluded.

Changes to this Agreement
Clause 15(a) is replaced by the following: Megaport may change the terms of this Agreement (other than the charges and Services) at any time by giving Customer one month's prior notice in text form (Notice Period), including (but not limited to) cases in which Megaport is required by law or by public authorities to change the terms of this Agreement. If Customer does not agree with the change, Customer may contradict the change by giving Megaport notice in text form prior to the expiry of the Notice Period. If Customer provides such notice, the terms of this Agreement remain in force (to the extent they are enforceable) and Megaport may terminate the affected Service within fourteen (14) days after the expiry of the Notice Period. If Customer takes no action during the Notice Period and continues to receive the Service, Customer will be deemed to have accepted the changes.

Dispute Settlement Proceedings
Clause 17(d) is amended by inserting the following at the end of the clause: Irrespective of the jurisdiction of the courts of law, users, operators of communications networks or services and interest groups may submit cases of dispute or complaint to the regulatory authority, in particular (i) in relation to the quality of the service and payment disputes which have not been settled satisfactorily, or (ii) about an alleged violation of the Austrian Telecommunications Act. 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. The regulatory authority shall negotiate an amicable solution or communicate its opinion on the case in question to the parties.

General Information
The following Clause 17(p) is added: Pursuant to Art. 25 Par. 4 of the Austrian Telecommunications Act, reference is made to the existence of the single European emergency number 112. Local emergency services (police, rescue services, fire brigades) can be reached free of charge in all member states of the European Union via this number.

The following Clause 17(q) is added: Megaport shall ensure that the security and integrity of the network comply with the respective state of the art and the respective statutory provisions and has taken all necessary technical and organisational measures, in particular through its business continuity management, which is intended to counteract interruptions to business activities and critical business processes, to minimize the effects of extensive disruptions and catastrophes on information and communications technology systems and to ensure that they are put back into operation as quickly as possible. This includes both preventive and reactive measures. In the event of a breach of security and/or integrity of the network, Megaport will immediately inform the competent regulatory authority and, if necessary, the public, depending on the severity of the breach.

Belgium

Services
Clause 6 (b) is replaced by the following:

Megaport will use its reasonable endeavours to provide Services in accordance with service levels set out in the Service Schedule. If Megaport fails to meet a service level, Customer's remedy (if any) will be set out in the Service Schedule, and this will be Customer's sole and exclusive remedy in relation to that failure. To the extent, however, that the failure to meet a service level materially affects the value of the Services, Customer's statutory rights in respect of such failure (e.g. any statutory right to reduce, withhold or reclaim all or part of the service fees paid or secured) continue to apply. For the avoidance of doubt, Clause 10 remains unaffected.

Clause 6 (c) is replaced by the following:

Megaport may replace or modify an existing Service at any time provided that the replacement or modification does not result in a material change of the content, quantity or quality of the Service or would otherwise be unacceptable to a reasonable customer. Megaport may replace or modify an existing Service in all other cases, if it is required by law to do so or if it is necessary to enable or facilitate (i) an upgrade to networks or services in line with technical progress; or (ii) the interfacing of networks. In these circumstances, Megaport will provide at least fourteen (14) days' prior notice in text form of the change and Customer may terminate the affected Service within fourteen (14) days of receipt of such notice, with effect on the effective date of the change. For the avoidance of doubt, Clause 14 remains unaffected.

Clause 6 (e) is replaced by the following:

Subject to Clause 6(f), Megaport may intercept limited data such as packet header information that is transmitted using the Service when such acts are performed for the sole purpose of verifying the proper functioning of the network and ensuring the proper execution of the electronic communications service. Such data may only be intercepted by authorised Megaport personnel and will only be kept for as long as is required to complete the tasks referred to above.

Charges and payment
Clause 8 (d) is replaced by the following:

If Customer does not pay an invoice in full by the due date then, in addition to any other rights Megaport has under this Agreement, Megaport may, without the need for a prior notice to Customer, charge Customer a default fee on the unpaid amount on a daily basis from the due date until payment is made at the rate of three per cent (3%) per annum above the base rate of the European Central Bank.

Clause 8 (f) is completed with the following sentence:

Customer may terminate any affected Service within thirty (30) days of receipt of such notice, with effect on the effective date of the increase.

Liability
Clause 10 (c) is replaced by the following:

Neither party will be liable to the other (under the law of contract, tort, equity or otherwise) for:

1. any damages of any kind arising out of or in connection with this Agreement that are indirect or consequential, including but not limited to any loss or corruption of any data, interruption to business, loss of revenue, loss of sale, loss of profits, loss of business or any other economic loss or any loss of goodwill; or

2. any failure to perform this Agreement if that failure is caused by an event which is an Intervening Event.

Clause 10 is further completed with the following:

d) The exclusions of liability and the limitations of liability set out in this Clause 10 under a), b) and c) shall not apply to any liability arising out of (i) intentional acts (*opzettelijke fout / faute intentionelle*), (ii) fraud (*bedrog / dol*), (iii) gross negligence (*zware fout / faute grave*) by a party or its agents (*aangestelden / préposées*) and any liability arising out of non-performance by a party of its essential obligations under this Agreement.

Term and termination
Clause 14 (e) is replaced by the following:

If before the end of the Minimum Term and subject to clause 14(f), 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 fifty percent (50%) of Customer's average monthly spend or monthly recurring charge (whichever is greater) on the terminated Service, multiplied by the number of months (or part thereof) between the date of termination and the end of the Minimum Term.

Poland

The contents of Section 4 'Affiliates' is replaced by the following:

a) Customer and its Affiliates may order Services from Megaport in various countries by submitting an Order. Each Order will form a separate agreement entered into by the Customer or an Affiliate to purchase the relevant Services, incorporating the terms of this Global Services Agreement, the Service Schedule(s) and the Acceptable Use Policy. Customer will be the customer of record for all Services provided under this Agreement notwithstanding that the Order may be submitted by a Customer Affiliate or that the invoices for a Service may be sent to a Customer Affiliate. If Megaport (or a Megaport Affiliate) accepts an Order from a Customer Affiliate by provisioning the Service(s) set out in that Order, then references in this Agreement to Customer will be read as references to the relevant Customer Affiliate.

b) The Customer undertakes to provide its Affiliate with copies of this Global Services Agreement, the Service Schedule(s) and the Acceptable Use Policy. The Customer guarantees, in accordance with Article 391 of Polish Civil Code, the proper performance of the obligations of its Affiliate undertaken as a result of the placing an Order by the Affiliate.

c) If an Order requires the provision of Services in a jurisdiction other than a jurisdiction where Megaport operates, a Megaport Affiliate may provide those Services in that jurisdiction. If a Megaport Affiliate accepts an Order by provisioning the Service(s) set out in that Order, the Megaport Affiliate will be solely liable for that Order and references in this Agreement to Megaport will be read as references to that Megaport Affiliate.

d) If the Services are to be provided in a jurisdiction where, in order for the Order to be enforceable or consistent with local law or operational practice, additional terms must be added to this Agreement or existing terms amended, those additional or amended terms will be set out in an addendum to this Agreement.

e) In this Agreement, indemnities and limitations and exclusions of liability in favour of a party are to be construed as indemnities, limitations and exclusions in favour of each of that party's Affiliates.

In Section 15 'Changes to the Agreement' the following is added:

c) A change in Global Acceptable Use Policy and/or Privacy Policy constitutes a change to the Agreement, and as such, gives rise to the right to terminate the Agreement at no additional fee, as per Section 15 (a) of this Agreement.

Italy

Affiliates
Clause 4(a) is replaced by the following: Customer and its Affiliates may order Services from Megaport in various countries

by submitting an Order. Each Order will form a separate agreement to purchase the relevant Services, incorporating the terms of this Global Services Agreement, the Service Schedule(s) and the Acceptable Use Policy. Customer will be the customer of record for all Services provided under this Agreement and, together with any ordering Customer Affiliate, will be jointly and severally liable for all obligations set out in this Agreement, notwithstanding that the Order may be submitted by a Customer Affiliate or that the invoices for a Service may be sent to a Customer Affiliate. If Megaport (or, subject to clause 4(b), a Megaport Affiliate) accepts an Order from a Customer Affiliate by provisioning the Service(s) set out in that Order, then references in this Agreement to Customer will be read as references to Customer and the relevant Customer Affiliate.

Clause 4(b) is replaced by the following: If an Order requires the provision of Services in a jurisdiction other than a jurisdiction where Megaport operates, a Megaport Affiliate may provide those Services in that jurisdiction. A Megaport Affiliate must accept an Order by providing Customer with a written notice and the Megaport Affiliate will be solely liable for that Order and references in this Agreement to Megaport will be read as references to that Megaport Affiliate.

Charges and payment
Clause 8(d) is replaced by the following: If Customer does not pay an invoice in full by the due date, then in addition to any other rights Megaport has under this Agreement, Megaport may charge Customer a default fee on the unpaid amount on a daily basis at the rate of three per cent (3%) per annum above the base rate of the European Central Bank published in the Official Gazette of the Italian Republic on the fifth working day of each six-month period by the Ministry of the Economy and Finance.

Clause 8(f) is replaced by the following: Megaport may vary the charges at any time: 1) on thirty (30) days' notice, if Megaport provides a Service to Customer that does not have a Minimum Term; or 2) on thirty (30) days' notice, if Megaport continues to provide a Service to Customer after the Minimum Term of that Service has expired and the Service is being provided on a month-to-month basis. Customer may terminate the Service for which Megaport varied the charges without penalties within 30 calendar days of receipt of such notice.

Liability
Clause 10(a) is replaced by the following: Except in cases of gross negligence or wilful misconduct, Megaport excludes all statutory or implied conditions or warranties, including without limitation, any implied warranties or conditions of merchantability or fitness for a particular purpose. Megaport does not warrant that the Services will be continuous, error-free or secure. Megaport's liability for non-excludable conditions and warranties is limited (where it can be limited and except in cases of gross negligence or wilful misconduct) to: 1) supplying the Services again; or 2) paying Customer the cost of having the Services supplied again.

Clause 10(b) is replaced by the following: To the extent permitted by law and except in cases of gross negligence or wilful misconduct, each party's total liability in respect of all claims in connection with this Agreement (whether in contract, negligence or any other tort, under any statute or otherwise) will be the sum of the charges paid or payable by Customer under this Agreement in the 12-month period preceding the date of the event that gave rise to the claim. This limitation of liability does not apply in respect of indemnity obligations or obligations to pay charges under this Agreement.

Clause 10(e)(ii) is replaced by the following: 2) except in cases of gross negligence or wilful misconduct, any loss or corruption of any data, interruption of business, loss of revenue, loss of sale, loss of profits, loss of business or any other economic loss or any loss of goodwill.

Personal data
The following paragraph is added to Clause 12: Customer will provide Customer's employees and any other individual to whom Customer's Personal Data refers with a copy of Megaport's Privacy Policy.

Term and termination
Clause 14(e) is replaced by the following: If before the end of the Minimum Term and subject to clause 14(f), Customer terminates a Service other than under clause 14(c), Customer must pay Megaport an Early Termination Fee (ETF), calculated as an amount equal to fifty percent (50%) of Customer's average monthly spend or monthly recurring charge (whichever is greater) on the terminated Service, multiplied by the number of months (or part thereof) between the date of termination and the end of the Minimum Term.

General
Clause 17(a) is replaced by the following: Customer may not transfer its rights and responsibilities under this Agreement unless Megaport agrees in writing. Customer must provide its consent for Megaport to transfer its rights and responsibilities under this Agreement by providing Customer with a written notice of the transfer.

Clause 17(d) is replaced by the following: Customer and Megaport agree to submit all questions in connection with the terms of an Order governed by Italian law, (including issues arising from this Global Services Agreement), to the exclusive jurisdiction of the Court of Milan.

Health and Safety
The following additional terms shall apply: The parties shall ensure that their personnel comply with the other party's reasonable rules, regulations and practices relating to security, health and safety when on the other party's premises, as notified of them, according to Legislative Decree no. 81/2008 and subsequent amendments. In particular, in the event that, during the provision of the Services in the Customer's premises, not limited to purely intellectual services, the employees may be exposed to specific health and/or safety risks, the parties shall jointly draw up a specific cooperation and coordination document including information on security, health and safety risks and measures to be implemented in order to reduce such risks, including the interference risks. The parties acknowledge not to borne specific employees' health and safety costs in connection with the performance of this Global Services Agreement or an Order. They undertake to revise such estimate in case of new interferences arising from the working activities of any parties involved in the provision of the Services in accordance with the provisions of Legislative Decree no. 81/2008. The Customer has verified the technical and professional suitability of Megaport to provide the Services in regard to this clause 11.

Specific approval
Under articles 1341 and 1342 of the Civil Code, the Customer hereby declares to specifically approve and accept the following clauses of the Global Services Agreement as amended by this Addendum: 7(b) no. 4. (Prohibition to resell); 7(c) (Unauthorized use of Services); 7(d) (Indemnification); 9 (Service Suspension);

clause 10 (Limitation of liability); 14(d) (Withdrawal right); clause 17(a) (Assignment); and clause17(d) (Jurisdiction).

Spain

Charges and Payment
Clause 8(d) is replaced by the following:

If Customer does not pay an invoice in full by the due date then, in addition to any other rights Megaport has under this Agreement, Megaport may charge Customer default interest on the unpaid amount on a daily basis from the due date until payment is made at the annual interest rate applied by the European Central Bank to its most recent main refinancing operation carried out before the first calendar day of the half year in question (the reference rate), plus eight (8) percentage point.

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.

Liability
A new clause 10(d) is added after clause 10(c) :

10(d) Notwithstanding any other terms and provisions of this Agreement, neither party may limit its liability for death or personal injury caused by its gross negligence, fraud or fraudulent misrepresentation or any other liability which cannot be excluded or limited under applicable law.

Termination
Clause 14(c)(ii) is replaced by the following:

2. all Services immediately by notice in writing if the other party suffers an Insolvency Event, subject to mandatory applicable laws on insolvency proceedings which may prevent either party from terminating the Services in such a case.

Changes to this Agreement
Clause 15(a) is replaced by the following: Megaport may change the terms of this Agreement at any time by giving Customer one month's prior notice in text form (Notice Period), including (but not limited to) cases in which Megaport is required by law or by public authorities to change the terms of this Agreement. If Customer does not agree with the change, Customer may contradict the change by giving Megaport notice in text form prior to the expiry of the Notice Period. If Customer provides such notice, the terms of this Agreement remain in force (to the extent they are enforceable) and Megaport may terminate the affected Service within fourteen (14) days after the expiry of the Notice Period. If Customer takes no action during the Notice Period and continues to receive the Service, Customer will be deemed to have accepted the changes.

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 Spanish Secretary of State of Telecommunications. 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.

Luxembourg

Charges and payment
Clause 8(e) is replaced by the following:

e)	If Customer considers in good faith there has been a mistake in any invoice, Customer must notify Megaport within sixty (60) days after the relevant invoice date with full details. Customer will not be liable to pay for Services that it has not agreed to receive. Megaport will investigate Customer's claim and suspend its collection processes until the claim has been resolved. If Megaport has made a mistake, it will reimburse Customer as soon as practicable.

Liability
Clause 10(a) is replaced by the following:

a)	To the extent permitted by law, Megaport excludes all statutory or implied conditions or warranties, including without limitation, any implied warranties or conditions of merchantability or fitness for a particular purpose. Megaport does not warrant that the Services will be error-free. Megaport's liability for non-excludable conditions and warranties is limited (where it can be limited) to:

1.	supplying the Services again; or

2.	paying Customer the cost of having the Services supplied again

A new clause 10(f) is added after clause 10(e) of the Agreement:

f)	Notwithstanding any other terms and provisions of this Agreement, neither party may limit its liability in respect of any damage caused by wilful misconduct (dol) or gross negligence (faute lourde).

Term and Termination
Clause 14(b) is replaced by the following:

b)	If no Minimum Term applies to a Service, or has expired, Customer may terminate that Service at any time on 30 days' notice, but must pay charges for the full Charging Period in which termination occurs (if applicable), except if the Customer terminates a Service under Clause 15.

Clause 14(c)(ii) is replaced by the following:

2.	all Services immediately by notice in writing if the other party suffers an Insolvency Event, subject to mandatory applicable laws on insolvency proceedings which may prevent either party from terminating the Services in such a case.

Clause 14(e) is replaced by the following:

e)	If before the end of the Minimum Term and subject to clause 14(f), Customer terminates a Service other than under Clause 14(c) or Clause 15 or Megaport terminates a Service under Clauses 14(c), Customer must pay Megaport an Early Termination Fee (**ETF**), calculated as an amount equal to fifty percent (50%) of Customer's average monthly spend or monthly recurring charge (whichever is greater) on the terminated Service, multiplied by the number of months (or part thereof)

between the date of termination and the end of the Minimum Term.

Changes to this Agreement
Clause 15(b) is replaced by the following:

c) Megaport may modify the Megaport API, or may transition to a new API at any time but will use reasonable efforts to maintain backward compatibility where reasonably practicable. Megaport will notify Customer if a modification is likely to adversely affect Customer's ability to use the API by giving Customer a thirty (30) day's prior notice in accordance with the provisions set out in paragraph a).

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.

Channel Partner-Managed Services

Introduction
Megaport may allow Channel Partners to facilitate the selling, provisioning, supporting and/or billing of certain Megaport Services and this Agreement is amended and/or supplemented as set out below for all Services that are facilitated in some way by Channel Partners.

In the event of an inconsistency or a conflict between the terms of this Addendum and the Agreement, the terms of this Addendum prevail.

Account
Clause 2 of the Agreement still applies if a Channel Partner creates a Customer's Megaportal account and/or accesses it to provision Services.

Ordering Services
Clause 3 of the Agreement still applies if a Customer's Order is placed with Megaport via a Channel Partner

Services
For the purposes of clause 6(b), 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.

Charges and Payment
For the purposes of clause 8(a), if a Channel Partner has facilitated the Order placement, the Charges may be as displayed by the relevant Channel Partner.
If a Channel Partner facilitates billing for a Service, Customer will receive invoices via and make payment to the Channel Partner (not Megaport directly), in accordance with the terms and conditions agreed with 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.

The balance clause 8 of the Agreement will still apply.

Service Suspension
Notice regarding overdue payment referred to in clause 9(a)(i) may be delivered by Megaport or the relevant Channel Partner.

Personal Information
Personal Information referred to in clause 12(a) may be collected from the Customer indirectly via the Channel Partner.

Dictionary
The following new definitions are inserted into clause 18:
Channel Partner means one of Megaport's authorised sales, billing and/or customer support service providers.

Managed Customer means a Customer whose ordering and/or use of Services is facilitated in some way by a Channel Partner.

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.

The existing 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.

Service Schedules
Port Service Schedule

1.   Service Description

A Port (**the Service**) is a high-speed Ethernet interface that provides the physical connection Customer needs to access Megaport's other services (such as MegaIX or a virtual cross-connect (**VXC**)). Available speed options are 1Gbps, 10Gbps, and 100Gbps. 100Gbps only available at selected data centre locations.

Link Aggregation Group (**LAG**) using Link Aggregation Control Protocol (**LACP**) can be enabled on a single Port of 10Gbps or greater, with a maximum of eight Ports combined in one LAG. The total available bandwidth of a LAG is the sum of all constituent ports.

Megaport offers the ability to purchase redundant Services in the same data centre location on separate physical devices (**Diverse Services**). Diverse Services may be created as matching LAGs on separate devices. Diverse Services are only available at selected data centre locations.

2.   Service Levels

The Service has a Service Availability target of 100%.

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 Order (and if not specified, a monthly Charging Period applies).

Uptime means the number of minutes in the Charging Period where the link state of Customer's Port is 'up, rounded to the nearest minute.

Excused Downtime means the number of minutes in the Charging Period, rounded to the nearest minute that the link state of Customer's Port 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;

   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.

No additional representations are made regarding the Service Availability of Diverse Services.

3.   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:

$$\frac{\text{Downtime}}{\text{Charging Period}} \quad \text{x} \quad \text{Recurring Charge}$$

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.

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)   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;

c) the Service credit can only be applied as a credit to Customer's Megaportal account, and cannot be redeemed for cash;

d) 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

e) Service credits are not available if Customer has failed to pay charges for the Service when due and payable.

MegaIX Service Schedule

1.   Service Description

MegaIX is a high-speed multilateral peering service, delivered over a Port (the **Service**). Service speed may be configured in 1Mbps increments, with a maximum speed equal to the port speed of the Port (for peering within the same metro) or 10Gbps (for peering outside the metro).

Link Aggregation Group (LAG) using Link Aggregation Control Protocol (LACP) can be enabled on a single Port of 10Gbps or greater, with a maximum of eight physical Ports combined in one LAG. The total available bandwidth of a LAG is the sum of all constituent ports. MegaIX within the same local metro zone can be configured to utilise the total amount of bandwidth from all Ports in a LAG.

2.   Additional terms

a) Customer must have an active Port in order to use the Service. If Customer terminates the Port associated with its Service, the Service will automatically terminate.

b) Customer will be responsible for providing (at its cost):

1. a router which supports BGP-4;

2. an Autonomous System number (ASN); and

3. provider-independent IP address space.

c) In using the Service, Customer will:

1. ensure that all frames forwarded to the Service:

    a. use 0x0800 (IPv4), 0x0806 (ARP) or 0x86dd (IPv6) ethertypes;

    b. have the same source MAC address;

    c. are unicast only, excluding broadcast ARP packets and multicast ICMP v6 discovery packets;

2. not forward frames to the Service using the following protocols:

    a. proxy ARP;

    b. ICMP redirect;

    c. link local protocols such as Spanning Tree and CDP; or

    d. directed broadcasts;

3. not 'default route' traffic to a MegaIX participant without their consent; and

4. not advertise any IP addresses Megaport allocates to Customer outside the MegaIX peering network.

d) Customer acknowledges that each route advertised to the MegaIX route server will point to the MegaIX participant advertising that route.

e) When advertising routes to the MegaIX route server, Customer will:

   1. ensure that its routing policy conforms with the recommendations (as updated from time to time) of the Internet Engineering Task Force available on http://www.ietf.org;

   2. publish a current record of its routing policy on the Internet Routing Registry;

   3. not generate unnecessary route flaps, or advertise unnecessarily specific routes;

   4. not advertise routes it become aware of as a result of providing the Service to third parties (other than Customer's transit customers);

   5. make available its current technical contact information in the Regional Internet Registries to enable other participants to contact Customer; and

   6. only use addresses on interfaces connected to the Service that have been allocated to Customer by Megaport.

VXC Service Schedule

1.   Service Description

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.

2.   Additional terms

a) Customer must have one or more active Ports in order to use a Service.

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 activate that Service until it has received the B-End owner's consent.

c) Customer acknowledges that if it terminates any Port associated with the Service, the Service will automatically terminate.

d) Customer acknowledges that if a third party B-End owner terminates a B-End associated with the Service, the Service will automatically terminate. Megaport will not be liable for the termination of the Service, but will refund any charges Customer has pre-paid for the terminated Service.

e) Customer may change the rate limit of the Service at any time using its Megaportal account or an Order. Customer agrees to pay the charges specified in Megaportal or the Order for the change in rate limit when Customer makes the change to its account.

f) The VXC bandwidth to some Cloud Service Providers may be limited to 5Gbps at Megaport's discretion.

3.   Service Levels

The Service has a Service Availability target of 100%.

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 Order (and if not specified, a monthly Charging Period applies).

Uptime means the number of minutes in the Charging Period where the Service is Available (as defined below), rounded to the nearest minute. Each Service traverses a single Label Switched Path (as defined by ITU-T Recommendation Y.1561 (05/2004))(**LSP**) through Megaport's network, and the availability of a Service is measured by the availability of that LSP.

A Service will be considered available when the LSP meets or exceeds all of the service targets below for three consecutive five-minute intervals, in which case the time of availability will start from the first of these intervals (**Available**). A Service will continue to be considered Available until the LSP fails to meet one or more of the service targets below for three consecutive five-minute intervals, in which case the time of unavailability will start

from the first of these intervals (**Unavailable**). A Service will continue to be considered Unavailable until it is Available again. Availability is measured by reference to ITU-T Recommendation Y. 1561 (05/2004).

Packet Error Ratio (PER)	<0.1%
Packet Loss Ratio (PLR)	<0.1%
Packet Transfer Delay (PTD)	Refer to https://megaport.com/legal/packet-transfer-delay Note that the target does not apply between Ports with a 5 minute average traffic load of more than 70% for either incoming or outgoing traffic.

PER, PLR and LSP are defined in ITU-T Recommendation Y. 1561 (05/2004).

Excused Downtime means the number of minutes in the Charging Period that the LSP is unavailable 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 (including the B-End owner) or a fault on a third party's network (including the B-End owner's network);

c) any failure, incompatibility or error in the configuration of the equipment or cabling (including any cross-connects) at the A-End or the B-End;

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 5 of this Service Schedule, Customer will be able to claim a Service credit calculated as:

 Downtime   x   Recurring Charge

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;

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 Megaport 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 paid for that Charging Period for that Service; and

f) Service credits are not available if Customer has failed to pay charges for the Service when due and payable.

MCR Service Schedule

1.   Service Description

A Megaport Cloud Router (**MCR**) (the **Service**) is a software based virtual router on the Megaport network. It may be used to join two or more independent VXC Services into a single routing domain, providing Internet Protocol (**IP**) connectivity between all of the VXCs attached to that MCR.

MCR is available at selected data centres at fixed speeds of up to 10Gbps. The speed specifies the aggregate bandwidth available to all of the connected VXCs.

2.   Service Levels

The Service has a Service Availability target of 100%.

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 MCR is running and able to route packets between connected VXCs.

Excused Downtime means the number of minutes in the Charging Period, rounded to the nearest minute that the link state of Customer's MCR 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;

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.

3.   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:

$$\frac{\text{Downtime}}{\text{Charging Period}} \quad \text{x} \quad \text{Recurring Charge}$$

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.

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, the A-End owner 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) the Service credit can only 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; and

f) Service credits are not available if Customer has failed to pay charges for the Service when due and payable.

MVE Service Schedule

1.   Service Description

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.

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.

2.   Prerequisites & restrictions

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.

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).

c) MVE is available at selected metropolitan areas to provide remote connectivity to Customer SD-WAN equipment, typically in those same metropolitan areas.

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.

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 VXCs.

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:

(Downtime x Recurring Charge) / 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;

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; and

f) Service credits are not available if Customer has failed to pay charges for the Service when due and payable.

EXECUTED as an Agreement

Signed for **Megaport** by an authorised officer:

_____
Signature of officer

_____
Name of officer (print)

_____
Date

Signed for **Customer** by an authorised officer:

_____
Signature of officer

_____
Name of officer (print)

_____
Date