

## What's changed

### Global Service Agreement

| Clause reference  | What's changed   |
|-------------------|--|
| Service Schedules | <p>At the end of the Service Schedules, the following words have been inserted:</p> <p><b>MCR Service Schedule</b></p> <p><b>1. Service Description</b></p> <p>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.</p> <p>MCR is available at selected data centres at fixed speeds of 100Mbps, 500Mbps, 1Gbps, 2Gbps, 3Gbps, 4Gbps, and 5Gbps. The speed specifies the aggregate bandwidth available to all of the connected VXCs.</p> <p><b>2. Service Levels</b></p> <p>The Service has a Service Availability target of 100%.</p> <p>Service Availability is calculated per Charging Period as Uptime divided by (the number of minutes in the Charging Period less Excused Downtime), expressed as a percentage.</p> <p>Charging Period means the charging period applicable to Customer's Service, as specified on the Service Order (and if not specified, a monthly Charging Period applies).</p> <p>Uptime means the number of minutes in the Charging Period where the Customer's MCR is running and able to route packets between connected VXCs.</p> <p>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:</p> <ol style="list-style-type: none"> <li>a. Customer's acts or omissions or the acts or omissions of Customer's agents, contractors or anyone Customer is responsible for;</li> <li>b. the acts or omissions of any third party or a fault on a third party's network;</li> <li>c. any failure, incompatibility or error in the configuration of Customer equipment or cabling (including any cross-connects);</li> <li>d. Megaport suspending the Service in accordance with the Agreement or the Acceptable Use Policy; or</li> <li>e. an Intervening Event.</li> </ol> <p><b>3. Service credits</b></p> <p>If Megaport fails to meet the Service Availability target in a Charging Period, then subject to the Service credit conditions set out in section 4 of this Service Schedule, Customer will be able to claim a Service credit calculated as:</p> $\frac{\text{Downtime}}{\text{Charging Period}} \times \text{Recurring Charge}$ <p>Where:</p> |

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 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.