What's Changed

Global Service Agreement

Clause reference	What's changed
Entire Agreement	Any reference to 'Service Order' has been changed to 'Order'.
Clause 1	After the words 'Megaport (USA), Inc' the words 'of 1055 West 7th Street, 33rd Floor, Los Angeles, CA 90017' have been inserted.
Clause 3 b)	This clause has been deleted.
Clause 4 a)	After the word 'Global' the word 'Services' has been inserted.
Clause 5 b)	The words 'Megaport may require Customer to lodge reasonable security as a condition of providing Services to Customer, which Megaport may use to recover amounts Customer owes Megaport or to compensate Megaport for any Loss Megaport suffers as a result of Customer's breach of this Agreement' have been deleted.
Clause 6 a)	At the beginning of the clause the words 'Whenever Megaport agrees to provide a Customer with a Service' have been deleted. On the second line after the word 'Service' the words 'on the' have been inserted and the words 'within a reasonable timeframe or by any requested' have been inserted.
Clause 6 b)	At the beginning of the clause the words 'If a Service Schedule sets out the service levels for a Service then' have been deleted. On the second line before the word 'Service' the word 'that has been deleted'. The word 'Service' now reads 'Services'. After the words 'Service Levels' the words 'set out in the Service Schedule' have been inserted.
Clause 6 d)	The word 'legal' has been deleted. After the word 'obligations' the words 'pursuant to law or as set out in a court order or subpoena' have been inserted.
Clause 6 e)	A new clause has been inserted that reads: Subject to clause 6d), Megaport may intercept data that is transmitted using the Service for troubleshooting purposes. Such data may only be intercepted by authorised Megaport personnel and will only be kept for as long as is required to complete the troubleshooting.
Clause 7 a) iii	After the word 'Service' the words '(refer to https://www.megaport.com/services/policies-procedures/) has been inserted.
Clause 7 a) v	A new clause has been inserted that reads: '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.'
Clause 8 c)	At the beginning of the clause the words 'Customer may apply for an account with Megaport. If Megaport accepts Customer's application' have been deleted. After the words 'Customer must' the words 'arrange to' have been deleted. The words 'Otherwise, Customer may register to pay charges as a recurring card transaction (and if Megaport rejects Customer's application for an account with Megaport, this is the only payment method available to Customer)' have been deleted. At the end of the clause a new sentence has been added that reads 'Customer will be responsible for payment of any fees and charges that apply to payment methods'.
Clause 8 i)	A new clause has been inserted that reads: 'If Customer claims a tax exemption, then Customer must provide Megaport with a properly executed exemption form'.
Clause 9 a) ii	At the beginning of the clause the words 'on 5 days' written notice' have been inserted. After the words 'Acceptable Use Policy' the words 'provided that Megaport may immediately suspend Services without notice if Customer materially fails to comply with the Acceptable Use Policy' have been inserted.
Clause 9 a) v	At the beginning of the clause the words 'on 14 days' notice' have been inserted. The words 'repairing the network' have been deleted and replaced with 'maintenance is required, provided that Megaport may immediately suspend the service without notice if emergency repairs are required'.

Clause 10 c)	At the beginning of the clause the words 'Except for the Customer's obligation to pay charges under Clause 8' have been deleted.
Clause 14 b)	After the words 'Service at any time' the words 'on 30 days notice' have been inserted. After the words 'termination occurs' the words '(if applicable' have been inserted and a new sentence reading 'VXCs are usage based and therefore no Minimum Term applies to VXCs' has been inserted.
Clause 14 e)	This clause has been deleted and replaced with new clauses e) and f) which read as follows: (e) If before the end of the Minimum Term and subject to clause 14 f), Customer terminates a Service other than under Clause 14c) or Megaport terminates a Service under 14c) or 14d), Customer must pay Megaport an Early Termination Fee (ETF), calculated as an amount equal to fifty per cent (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. (f) If before the end of the Minimum Term, Customer terminates a Service other than under Clause 14c) 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. The original clause 14 f) is now known as 14 g)
Clause 15 a)	This clause has been deleted.
Clause 15 a) (previously 15 b)	After the words 'at any time' the words 'other in accordance with 15 a)' have been deleted.
Clause 17 b)	The order of preference has changed to read: '(i) the Service Schedule(s), (ii) the Order, (iii) the Acceptable Use Policy and then (iv) this Global Service Agreement'
Clause 17 n)	A new clause has been inserted that reads: '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.'
Clause 18 Billing Commencement Date (a)	After the words 'the date on which' the words 'Customer first uses' have been deleted. After the words ' the Service' the words 'go Live' have been inserted. At the end of the clause the sentence 'For the avoidance of doubt, a Megaport will go Live when the physical cross connect is completed' has been inserted.
Clause 18 Charging Period (new defined term)	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).
Order (new defined term)	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).
Service Order	Definition has been deleted
Service Schedule	After the word 'schedule' the words 'attached to' have been inserted. At the end of the description, the words 'under this Agreement' have been inserted.

Addendum – Singapore Clause 2 b)	After the words 'in accordance with' the word 'Services' has been deleted.
Addendum – Germany Clause 7	At the start of the clause the reference to 'Clause 15 b)' has been amended to 'Clause 15 a). After the words 'at any time' the words 'other than in accordance with 15(a)' have been deleted.
VXC Service Schedule Clause 2 e)	The words 'burst the bandwidth' have been replaced with 'change the rate limit'. The words 'selected burst' have been replaced with 'change in rate limit'. The words 'adds the burst' have been replaced with 'makes the change'.
VXC Service Schedule Clause 5	Clause 5(a) has been deleted.