

# Meridian IT Australia

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## Service Description – mConnect Flex

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### 1. Service Description – mConnect Flex

The Parties Meridian IT ("Provider") and the Client being an entity subscribing to Meridian IT for cloud services; agree that by accessing Meridian IT's cloud services, you (hereinafter referred to as "The Customer", "you" and "your") accept, without limitation or qualification, the terms and conditions contained within this Agreement or Service Description.

### 2. What is a Service Description

The Provider's mConnect Flex Service Description defines the services offered and specific terms and conditions for each of these Services. This document forms part of our agreement, in conjunction with the master contract.

### 3. Port Service Schedule

A Port (the Service) is a high-speed Ethernet interface that provides the physical connection Customer needs to access other services (such as MegalX or a virtual cross-connect (VXC)). Available speed options are 1Gbps, 10Gbps and 100Gbps.

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. The Service is available at selected data centres.

#### 3.1 Service Levels

The Service has a Service Availability Target of one hundred per cent (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 Agreement (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 Reseller equipment or cabling (including any cross-connects);
- d. meridian IT suspending the Service in accordance with the Agreement or the Acceptable Use Policy; or
- e. an Intervening Event.

#### 3.2 Service credits

If meridian IT 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:

$$\frac{\text{Downtime} \times \text{Recurring Charge}}{\text{Charging Period}}$$

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.

#### 3.3 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 meridian IT's failure to meet the Service Availability Target;
- b. Customer must apply for the Service credit by giving meridian IT 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 Customers account, and cannot be redeemed for cash;
- d. the maximum Service credit available for each Service in a Charging Period will not exceed fifty per cent (50%) of the total Recurring Charge 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.

#### 4. MegalX Service Schedule

MegalX 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).

##### 5.1 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 or can be provisioned and provided by meridian IT):
  - i. a router which supports BGP-4;
  - ii. an Autonomous System number (ASN); and
  - iii. provider-independent IP address space.
- c. In using the Service, Customer will:
  - i. ensure that all frames forwarded to the Service:
    - 1. use 0x0800 (IPv4), 0x0806 (ARP) or 0x86dd (Icmpv6) ethertypes;
    - 2. have the same source MAC address;
    - 3. are unicast only, excluding broadcast ARP packets and multicast ICMP v6 discovery packets;
  - ii. not forward frames to the Service using the following protocols:
    - 1. proxy ARP;
    - 2. ICMP redirect;
    - 3. link local protocols such as Spanning Tree and CDP; or
    - 4. directed broadcasts;
  - iii. not 'default route' traffic to a MegalX participant without their consent; and
  - iv. not advertise any IP addresses Megaport allocates to Reseller outside the MegalX peering network.
- d. Customer acknowledges that each route advertised to the MegalX route server will point to the MegalX participant advertising that route.
- e. When advertising routes to the MegalX route server, Customer will:
  - i. 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>;
  - ii. publish a current record of its routing policy on the Internet Routing Registry;
  - iii. not generate unnecessary route flaps, or advertise unnecessarily specific routes;
  - iv. not advertise routes it becomes aware of as a result of providing the Service to third parties (other than Customer's transit);
  - v. make available its current technical contact information in the Regional Internet Registries to enable other participants to contact Customer; and
  - vi. only use addresses on interfaces connected to the Service that have been allocated to Customer by meridian IT.

## 5. VXC Service Schedule

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.

### 5.2 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 meridian IT cannot:
  - i. activate or deactivate that Service until it has received the B-End owner's or provider's written consent; nor
  - ii. deactivate that Service until the provider has terminated the third party service.
- 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. Meridian IT 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, if they have access to their own portal account, using its Megaportal account or an Order via Meridian IT. 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 third party supplier's discretion.

### 5.3 Service Levels

The Service has a Service Availability Target of one hundred per cent (100%).

**5.4 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 Reseller'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 our third party provider'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).

Service Target	Value
Packet Error Ratio (PER)	<0.1%
Packet Loss Ratio (PLR)	<0.1%
Packet Transfer Delay (PTD)	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 its 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 crossconnects) at the A-End or the B-End;
- d. Meridian IT suspending the Service in accordance with the Agreement or the Acceptable Use Policy; or an Intervening Event.

### 5.5 Service credits

If Meridian IT 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:

$\frac{\text{Downtime} \times \text{Recurring Charge}}{\text{Charging Period}}$

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.

### 5.6 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 meridian IT'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 Customers account, and cannot be redeemed for cash;
- e. the maximum Service credit available for each Service in a Charging Period will not exceed fifty per cent (50%) 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.

## 6. MCR Service Schedule

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.

### 6.1 Service Levels

The Service has a Service Availability target of one hundred per cent (100%).

**6.2 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 Reseller'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 Reseller'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 Customers 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 Customers equipment or cabling (including any cross-connects);
- d. Meridian IT suspending the Service in accordance with the Agreement or the Acceptable Use Policy; or
- e. an Intervening Event.

### 6.3 Service credits

If meridian IT 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:

$$\frac{\text{Downtime} \times \text{Recurring Charge}}{\text{Charging Period}}$$

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.

### 6.4 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 meridian IT'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 meridian IT 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 account, and cannot be redeemed for cash;
- e. the maximum Service credit available for each Service in a Charging Period will not exceed fifty per cent (50%) 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.

## 7. MVE Service Schedule

A Megaport Virtual Edge (MVE) (the Service) is a virtual machine hosted solution that can be configured to perform specific functions, depending on the software/image selected by the customer to run on it. Where the selected software/ image requires a software licence, Reseller must supply their own.

MVE provides virtual connectivity to Megaport's other Services from customers' remote location equipment, as an alternative to the physical ethernet connectivity available via a Port in one of our data centre locations. MVE may be used to join customer-premises-based nodes to each other, to other MVEs, and to other Services offered on the Megaport network.

### 7.1 Prerequisites & restrictions

Although Megaport Internet can be ordered into each MVE Service, thereby enabling the IP routers to route traffic flow to/from Reseller branch locations via internet connections, the Internet connection must only be used to connect remote users or branches into the MVE or connect the MVE to other

endpoints within the Megaport infrastructure. Megaport is not supplying global Internet transit to the MVE and is not a general internet service provider in this context.

An MVE must only be connected to validated equipment and, to this end, Customer need to provide their own image 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).

MVE is available at selected metropolitan areas to provide remote connectivity to Customer equipment, typically in those same metropolitan areas.

MVE is available in sizes to accommodate various needs of compute, whilst the Megaport Internet is variable and adjustable on demand.

Size Name	Number of vCPU's	Ram	Storage
Small	2	8	As per image/software technical specifications
Medium	4	16	As per image/software technical specifications
Large	8	32	As per image/software technical specifications
X-Large	12	48	As per image/software technical specifications

The Megaport Internet service is optional and can be adjusted at the time of ordering or anytime after provisioning. The compute and the Megaport Internet access will be presented as two separate charges.

## 7.2 Troubleshooting

Meridian IT and its suppliers will be responsible for troubleshooting any issues related to the virtual machine or the connectivity provided, whilst the Customer will be responsible to troubleshoot any issues related to the software/image through their software/image vendor.

## 7.3 Service Levels

The Service has a Service Availability target of 99.995%.

**7.4 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 Reseller'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 Reseller'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 Reseller's MVE is 'down' due to

- Customer's acts or omissions or the acts or omissions of Customer's agents, contractors or anyone Customer is responsible for;
- the acts or omissions of any third party or a fault on a third party's network;
- any failure, incompatibility or error in the configuration of Customer equipment or cabling (including any cross-connects);
- Meridian IT suspending the Service in accordance with the Agreement or the Acceptable Use Policy; or an Intervening Event.

## 7.5 Service Credits

If meridian IT 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:

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

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.

#### **7.6 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 meridian IT'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 meridian IT 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 account, and cannot be redeemed for cash;
- e. the maximum Service credit available for each Service in a Charging Period will not exceed fifty per cent (50%) 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



## Megaport Internet Service Schedule

### 1. Service Description

Megaport Internet involves provision of a symmetrical, high-speed IP-based service, delivered to a Port or MCR over a VXC which is used to provide access to the public Internet. The service includes a single, unique dedicated public IP address which will be globally routable. The Service is not available as a standalone service.

This service will not be limited to connecting to Megaport's SDN and can be used more generally as a traditional internet service.

### 2. Additional Terms

- a. To access the Service, Customer must be based in Australia, the United States of America or the United Kingdom and may only use the Service within that jurisdiction. Use of the Service in or from any other jurisdiction is expressly prohibited and constitutes a material breach of this Agreement.
- b. Reseller must have an active Port, MCR or MVE Service in order to use the Service. If Reseller terminates the Port, MCR or MVE associated with its Service, the Service will automatically terminate.

### 3. Service Levels

SLAs apply to the Service provided within Megaport's network only. SLAs don't apply to any network that is

provided by a third party.

The Service has a monthly Packet Success Delivery target of 99.5%

Packet Success Delivery is calculated as follows:

**Packet Success Delivery** =  $(f - e) / f \times 100\%$

*e* = Total number of Packets Lost

*f* = Total number of Packets Sent

**Packet Loss** is defined as the monthly average of packets that are dropped between points of presence within

the Megaport network only.

Megaport monitors the aggregate Packet Loss on an ongoing basis and compiles the collected data into a monthly average packet loss measurement for our network.

If you notify us that the Packet Success Delivery is below the specified rates above, we will use commercially

reasonable efforts to confirm and determine the source of the Packet Loss and to correct the issue to the extent that the source of the problem is on our network.

If Megaport fails to remedy the issue within 24 hours of being notified, and the average Packet Success Delivery for the preceding thirty (30) days is below the rates specified above, Reseller may claim a Service Credit as set out below.

Megaport is not liable for Packet Loss that is outside the Megaport network.

### 4. Service Credit Conditions

The following conditions apply to Service credits;

- c. where a Service credit is available, the credit is Customer's only remedy in the event of meridian IT's failure to meet the Service Availability Target;
- d. Service credits are available to Customer only;
- e. Reseller must apply for the Service credit by giving meridian IT notice of its claim within thirty (30) calendar days of the end of the Charging Period to which the credit applies;
- f. Service credits are calculated as a 10% discount off the charges for the Service for the affected month;
- g. The Service credit can only be applied as a credit to Customer's account, and cannot be redeemed for cash; and
- h. Service credits are not available:
  - i. if customer has failed to pay charges for the Service when due and payable;

- ii. if Packet Loss is caused by Customer's acts or omissions or the acts or omissions of Customer's agents, contractors or anyone Reseller is responsible for;
- iii. where Packet Loss is caused by the acts or omissions of any third party or a fault on a third party's network;
- iv. where there is incompatibility or error in the configuration of Customers equipment or cabling (including any cross-connects);
- v. where meridian IT has suspended the Service in accordance with the Agreement or the Acceptable Use Policy; or
- vi. in connection with an Intervening Event.