

This Schedule sets out the description and target levels that apply to the IRU. For the purposes of this Schedule, “IRU” means an indefeasible right of use on our network fibre infrastructure as granted by us to you under the terms of the Agreement. If there is a conflict between the terms of this Schedule and the Agreement Terms, the former shall prevail.

DESCRIPTION

- 1.1 An IRU grants exclusive access to defined fiber infrastructure or spectrum. IRU may be provided as lit capacity, spectrum or as fiber pair. This service schedule only applies for lit capacity. The service term for the IRU is set out in an Order Form.

IRU Lit Capacity is available with the following resiliency options:

- (a) **Unprotected** means the IRU which is provided over a single cable path. In the event of failure of the single cable path, we will not switch the IRU to an alternate cable path.
- (b) **Protected** means an IRU provided on two dedicated cable paths. In the event of failure on one cable path, we will automatically switch the IRU to the other cable path.
- (c) **Restoration – On Demand** means an IRU provided during an outage on a cable segment of an Unprotected IRU. You may request temporary protection at an additional charge. Such protection is subject to availability and feasibility and will be provided on a best effort basis. Availability, Mean Time to Restoration and Time to Restoration targets are not applicable to this IRU.
- (d) **Hybrid Resiliency** means an IRU provided over a combination of Unprotected and Protected subsea and backhaul segments.
- (e) **Multi Diverse** means two individual Unprotected IRUs provided on two dedicated cable paths which are between the same city pairs (A and B ends) with the same bandwidth and have the same IRU end date. IRU restoration is applicable only on one of the Unprotected IRU in the event of failure impacting both the IRUs.

If you wish to purchase additional IRUs or services from us (including, but not limited, to sale of spectrum and fibre pairs) which are not set out in this Schedule, you may do so based on separate terms and conditions.

EARLY TERMINATION CHARGES

- 1.2 If you cancel or downgrade the IRU for any reason other than our material breach of this Agreement at any time:
- (a) prior to the Start Date for the IRU, you must pay us an Early Termination Charge in the amount of the costs reasonably incurred by us as a result of the termination (including any amounts payable by us to our service provider as a result of the cancellation of the IRU); or
 - (b) during the IRU Term for that IRU, you must pay us an Early Termination Charge for the remaining unexpired months in the IRU Term.

STANDARD TARGET LEVELS

- 1.3 Site Survey

After acceptance of an Order Form, we will carry out a delivery site survey (Site Survey) for the relevant IRU. If the Site Survey reveals that the IRU is unavailable or additional costs (including costs arising from capital works, on-site cabling or wiring or building management charges) are required to deliver the IRU, we may propose an amendment to the IRU and the charges for the IRU by notice to you. If you do not accept the amended IRU or the amended

charges, you may cancel the IRU provided that you reimburse us any third-party costs that we reasonably incur in relation to your termination of the impacted IRU.

1.4 Provisioning Time

After we carry out the Site Survey, we will provide you with a target delivery completion date for the IRU (**RFS Date**).

If we do not deliver the IRU to you by the RFS Date, other than as a result of an Exclusion Event, you may claim a credit of 5% of the MRC for the delayed IRU for each Business Day past the RFS Date, up to a maximum credit of 100% of the MRC (or the first month's MRC) for the delayed IRU.

If we do not deliver the IRU to you within 31 days of the RFS Date other than as a result of an Exclusion Event, you may cancel the affected IRU by notifying us in writing within 15 days of the expiry of the 31-day period.

We will provide you with a period of seven (7) Business Days from the date that we notify you that the IRU is ready for testing (**Test Period**), to test the IRU for any Provisioning Fault.

1.5 Availability Targets

We will aim to meet the following Availability targets:

Table 1: Availability Targets:

IRU Type	Protected, Multi Diverse	Unprotected, Hybrid
PoP-to-PoP	99.99%	99.50%
Site to Site	99.90%	99.50%

1.6 Subject to the terms of the Agreement and if the IRU does not meet the Availability target in a month other than as a result of an Exclusion Event, you may claim a credit calculated in accordance with Tables 2A and 2B.

Table 2A: Availability Credits – Protected and Multi Diverse

IRU Type	Availability	Credit
PoP-to-PoP	99.98% - 99.86%	10% of MRC
	99.85% - 99.45%	30% of MRC
	Less than 99.45%	50% of MRC
Site to Site	99.89% - 99.86%	10% of MRC
	99.85% - 99.45%	15% of MRC
	Less than 99.45%	20 % of MRC

Table 2B: Availability Credits – Unprotected and Hybrid

IRU Type	Availability	Credit
PoP-to-PoP	99.49% - 98.89%	15 % of MRC
	Less than 98.89%	20 % of MRC
Site to Site	99.49% - 98.89%	5 % of MRC

	Less than 98.89%	10 % of MRC
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1.7 If the IRU experiences either:

- (a) a single period of Unavailability in excess of 24 hours in any month; or
- (b) three or more periods of Unavailability of eight hours or more each in any six-month period,

(either being a **Chronic Outage**) other than as a result of an Exclusion Event, you may cancel the IRU without the payment of any Early Termination Charges by notifying us in writing within 15 days of the Chronic Outage.

1.6 Definitions

In this Schedule, unless otherwise stated:

Availability means the number of minutes in a month during which the IRU is not Unavailable.

Cross-connect means the network connectivity providing a direct connection between PoP equipment and customer equipment within the same facility.

Early Termination Charges means the charges in Clause 1.2 above.

Local Access or **Local Loop** means the domestic connecting carriage service providing a direct connection between a PoP in a country and your site in that country.

MRC means the monthly recurring O&M charges payable for the IRU for a relevant calendar month.

PoP means a point of presence housing access nodes which connect to the Telstra international backbone network used by us to carry the IRU between PoPs in different countries around the world.

PoP-to-PoP means a point-to-point or point-to-multipoint IRU provisioned between PoPs without a Local Access or Cross-connect.

Provisioning Fault means the failure of the IRU to meet the relevant ITU or IEEE specifications for establishing that IRU.

Unavailable or Unavailability means an unplanned outage that results in the total disruption of the IRU, such that the IRU is unable to send and receive data. Unavailability commences when a trouble ticket has been logged by our service desk and excludes any period during which an Exclusion Event applies.

You or **your** means Customer.

We, us and **our** means Telstra.