

Schedule 1

DISCONNECTION PROTOCOLS

Contents

1.	INTERPRETATION	52
1.1	References	52
1.2	Extension of time	52
1.3	Replacement or modifications of Telstra systems	52
1.4	Expiry of Disconnection Protocols	52
1.5	Related Entities	52
2.	PROVISION OF COPPER SERVICES, HFC SERVICES AND INTERIM SERVICES	52
2.1	Provision of services up to Disconnection Date	52
2.2	No restriction outside the Fibre Footprint	52
2.3	Use of Copper Network and HFC Network within the Fibre Footprint after the Disconnection Date	53
2.4	Provision of Interim Services after the Disconnection Date	53
3.	DISCONNECTION	54
3.1	Obligation of Telstra to Disconnect	54
3.2	In-Train Order Premises and Late Premises	54
3.3	Premises added to the Fibre Footprint after the Region Ready For Service Date	56
3.4	Premises not Passed as at the Disconnection Date	57
3.5	Concurrent Disconnection	57
3.6	Ready for Disconnection	58
3.7	Material Adverse Customer Impact – Extension of Disconnection Date for a Rollout Region	58
3.8	Soft dial tones	59
3.9	Expiry of Disconnection obligations	60
4.	DISCONNECTION CONDITIONS	61
4.1	Path Disconnection conditions for Copper Paths	61
4.2	Line Disconnection conditions for HFC Lines	62
4.3	Special Service Enabled conditions for Exempt Copper Services	63
4.4	Interim Fibre Disconnection Conditions	64
4.5	Interim Wireless Disconnection Conditions	64
4.6	Authorisation	65
5.	DEACTIVATION	65
5.1	Deactivation of HFC Network	65
5.2	HFC Network Deactivation conditions	66
5.3	Expiry of Deactivation obligations	66
6.	LIMITED RIGHTS TO USE COPPER NETWORK AND HFC NETWORK AFTER THE DISCONNECTION DATE	66
6.1	Temporary Special Services	66
6.2	Contracted Special Services	69
6.3	Permitted Services	70
6.4	Network Management Services	71
6.5	Disconnections prevented by law	71

7.	REDACTED	72
8.	RECONNECTION AND REACTIVATION BY TELSTRA	72
8.1	Right of Telstra to Reconnect and Reactivate for a limited period	72
8.2	Disconnection and Deactivation after the NBN Co Fibre Network ceases to be Unavailable	72
8.3	Right of Telstra to Reconnect and Reactivate permanently	73
8.4	Costs of Reconnection and Reactivation	73
8.5	REDACTED	73
9.	REDACTED	73
9.1	REDACTED	73
9.2	REDACTED	73

Annexure

1A	UPFRONT DISCONNECTION TRIGGERS	
1B	TEMPORARY SPECIAL SERVICES – RETAIL DIRECT SPECIAL SERVICES	
1C	TEMPORARY SPECIAL SERVICES – WHOLESALE DIRECT SPECIAL SERVICES	
1D	REDACTED	
1E	CUSTOMER CERTIFICATION AND VERIFICATION OF ULLS / LSS BASED SPECIAL SERVICES	

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 References

In these Disconnection Protocols, unless otherwise specified, a reference to a clause or paragraph is a reference to a clause or paragraph in these Disconnection Protocols.

1.2 Extension of time

Extensions of time are permitted under clauses in these Disconnection Protocols and also under other clauses of the Subscriber Agreement.

1.3 Replacement or modifications of Telstra systems

If a Telstra database or system is modified or replaced, then a replacement status equivalent to the existing status may be used. Telstra will notify NBN Co of such replacement status as soon as reasonably practicable and, in any event, at least three months before Telstra implements the modified or replacement system.

1.4 Expiry of Disconnection Protocols

- (a) The obligations under these Disconnection Protocols (other than under clause 9) expire upon the occurrence of a Permanent Cessation of Operations.
- (b) The obligations under clause 9 expire upon the delivery by Telstra of reports under clause 9 in respect of the two Quarter Ends following a Permanent Cessation of Operations.

1.5 Related Entities

If Telstra is entitled to provide a Copper Service, HFC Service or Interim Service under these Disconnection Protocols, a Related Entity of Telstra may also provide that service in the relevant circumstances (and, to avoid doubt, subject to the relevant restrictions applicable to Telstra under these Disconnection Protocols).

2. PROVISION OF COPPER SERVICES, HFC SERVICES AND INTERIM SERVICES

2.1 Provision of services up to Disconnection Date

- (a) Subject to clause 2.1(b), Telstra may provide Copper Services, HFC Services and Interim Services (and for the avoidance of doubt, Permitted Services) to Premises in the Fibre Footprint in a Rollout Region up to and including the Disconnection Date for that Rollout Region.
- (b) After the Region Ready For Service Date or Disconnection Commencement Date (as applicable) for a Rollout Region, once a Premises in the Fibre Footprint in that Rollout Region is Disconnected, Telstra must not provide to that Premises any Copper Service, HFC Service or Interim Service except to the extent that Telstra is expressly permitted to do so under the rest of these Disconnection Protocols.

2.2 No restriction outside the Fibre Footprint

There is no restriction on what products or services Telstra may provide to Premises that are not within the Fibre Footprint.

2.3 Use of Copper Network and HFC Network within the Fibre Footprint after the Disconnection Date

After the Disconnection Date for a Rollout Region, Telstra may provide only the following Carriage Services over the Copper Network or HFC Network to Premises within the Fibre Footprint in that Rollout Region:

- (a) Copper Services and HFC Services which Telstra is expressly permitted to provide under clause 3.2(c)(i) but only until the date specified in clause 3.2(c)(ii);
- (b) Copper Services and HFC Services which Telstra is expressly permitted to provide under clause 3.2(d)(i) but only until the date specified in clause 3.2(d)(ii);
- (c) Copper Services and HFC Services which Telstra is expressly permitted to provide under clause 3.3(a)(iv) but only until the date specified in clause 3.3(a)(v);
- (d) Copper Services which Telstra is expressly permitted to provide under clause 3.8(c)(i) but only until the date specified in clause 3.8(c)(iv);
- (e) Special Services which Telstra is expressly permitted to provide under clauses 6.1 or 6.2 for so long as Telstra is expressly permitted to do so under clauses 6.1 or 6.2 (as applicable);
- (f) Permitted Services which Telstra is expressly permitted to provide under:
 - (i) clause 6.3(a)(i); and
 - (ii) clause 6.3(a)(ii) for so long as Telstra is expressly permitted to do so under clause 6.3(b);
- (g) services which Telstra is expressly permitted to provide under clause 6.4;
- (h) Copper Services and HFC Services which Telstra is expressly permitted to provide under clause 6.5(a) but only until the date specified in clause 6.5(b); and
- (i) Copper Services and HFC Services which Telstra is expressly permitted to provide under clause 8 after Reconnection for so long as Telstra is expressly permitted to do so under clause 8.

2.4 Provision of Interim Services after the Disconnection Date

- (a) After the Disconnection Date for a Rollout Region, subject to clause 2.4(b), Telstra may only provide the following Interim Services over an Interim Network to Premises in the Fibre Footprint in that Rollout Region:
 - (i) Interim Services which Telstra is expressly permitted to provide under clause 3.2(c)(i) but only until the date specified in clause 3.2(c)(ii);
 - (ii) Interim Services which Telstra is expressly permitted to provide under clause 3.2(d)(i) but only until the date specified in clause 3.2(d)(ii);
 - (iii) Interim Services which Telstra is expressly permitted to provide under clause 3.3(a)(iv) but only until the date specified in clause 3.3(a)(v);
 - (iv) Interim Services which Telstra is expressly permitted to provide under clause 6.5(a) but only until the date specified in clause 6.5(b); and
 - (v) Interim Services which Telstra is expressly permitted to provide under clause 8 after Reconnection for so long as Telstra is expressly permitted to do so under clause 8.

- (b) **REDACTED**

3. DISCONNECTION

3.1 Obligation of Telstra to Disconnect

- (a) On or before the Disconnection Date for a Rollout Region (or, for the Premises in respect of which Telstra is expressly permitted to provide Copper Services, HFC Services or Interim Services under clauses 3.2(c)(i), 3.2(d)(i), 3.3(a)(iv) or 3.8(c)(i), the date determined under clauses 3.2(c)(ii), 3.2(d)(ii), 3.3(a)(v) or 3.8(c)(ii) (as applicable)), Telstra must (subject to clauses 6.4, 6.5 and 8) Special Service Enable each Premises in the Fibre Footprint in that Rollout Region in respect of which Telstra is expressly permitted to provide Special Services in accordance with clauses 6.1 or 6.2 and in fact provides such Special Services as at the Disconnection Date for that Rollout Region.
- (b) On or before the Disconnection Date for a Rollout Region (or, for the Premises in respect of which Telstra is expressly permitted to provide Copper Services, HFC Services or Interim Services under clauses 3.2(c)(i), 3.2(d)(i), 3.3(a)(iv) or 3.8(c)(i), the date determined under clauses 3.2(c)(ii), 3.2(d)(ii), 3.3(a)(v) or 3.8(c)(ii) (as applicable)), Telstra must (subject to clauses 6.4, 6.5 and 8) Disconnect each Premises in the Fibre Footprint in that Rollout Region other than those Premises referred to in clause 3.1(a).
- (c) Each time after the Disconnection Date for a Rollout Region that Telstra was but ceases to be expressly permitted by clauses 6.1, 6.2 or 6.5 to provide a Carriage Service to a Premises in the Fibre Footprint in that Rollout Region then Telstra must, by no later than the date specified in clauses 6.1(e), 6.1(f), 6.2(b) or 6.5(b) (as applicable):
 - (i) if Telstra is expressly permitted to provide Special Services to that Premises in accordance with clauses 6.1 or 6.2, Special Service Enable that Premises; and
 - (ii) in any other case, Disconnect that Premises,
- (d) Subject to clauses 6.1, 6.2, 6.4, 6.5 and 8, Telstra must ensure that from the date that a Premises is Disconnected under this clause 3.1, that Premises remains Disconnected.
- (e) Subject to clauses 3.1(c), 6.1, 6.2, 6.4, 6.5 and 8, Telstra must ensure that from the date that a Premises is Special Service Enabled under this clause 3.1, that Premises remains Special Service Enabled.

3.2 In-Train Order Premises and Late Premises

- (a) In respect of a Premises, if:
 - (i) a completed, valid and serviceable order for the provision to an NBN Customer of an NBN Service to that Premises has been accepted by NBN Co before the Disconnection Date for the Rollout Region in which that Premises is located;
 - (ii) the installation work or provision of NBN Services for the order is scheduled to commence before the date which is 30 Business Days after the Disconnection Date (unless otherwise extended by NBN Co); and

- (iii) NBN Co believes that Premises will not be NBN Connected as at the Disconnection Date,
- that Premises is an **In-Train Order Premises**.
- (b) NBN Co must:
 - (i) on the Disconnection Date for a Rollout Region, notify Telstra of any In-Train Order Premises; and
 - (ii) notify Telstra as soon as practicable after:
 - (A) an In-Train Order Premises is NBN Connected; or
 - (B) an order for the provision to an NBN Customer for NBN Services for an In-Train Order Premises is revoked or cancelled before NBN Connection of that In-Train Order Premises.
- (c) For each In-Train Order Premises notified by NBN Co to Telstra under clause 3.2(b)(i) that is a Copper Service Subscriber Address or an HFC Service Subscriber Address (or both a Copper Service Subscriber Address and an HFC Service Subscriber Address) or an Interim Premises as at the Disconnection Date for the Rollout Region in which that In-Train Order Premises is located:
 - (i) between that Disconnection Date and the earlier of:
 - (A) the date that is 30 Business Days after the date of the notice referred to in clause 3.2(b)(ii); and
 - (B) the date which is 90 Business Days after that Disconnection Date,Telstra may provide those Copper Services, HFC Services and Interim Services that Telstra provided to that In-Train Order Premises as at that Disconnection Date;
 - (ii) Telstra must ensure that the Special Service Enabling under clause 3.1(a) or Disconnection under clause 3.1(b) of that In-Train Order Premises takes place so as to be completed by the date which is the earlier of:
 - (A) the date that is 30 Business Days after the date of the notice referred to in clause 3.2(b)(ii);
 - (B) the date which is 90 Business Days after the Disconnection Date; and
 - (iii) provided that Telstra complies with clause 3.2(c)(ii) above, for the purposes of Schedule 3 of the Subscriber Agreement, any Partial Disconnection or Disconnection of that In-Train Order Premises in accordance with clause 3.2(c)(ii) is deemed to have occurred on the Disconnection Date for the Rollout Region in which that In-Train Order Premises is located.
- (d) For each Late Premises in a Rollout Region that is a Copper Service Subscriber Address or an HFC Service Subscriber Address (or both a Copper Service Subscriber Address and an HFC Service Subscriber Address) or an Interim Premises as at the Disconnection Date for that Rollout Region:
 - (i) between that Disconnection Date and the date which is 10 Business Days after that Disconnection Date, Telstra may provide those Copper Services,

HFC Services and Interim Services that Telstra provided to that Late Premises as at that Disconnection Date;

- (ii) except where clause 3.8 applies to that Late Premises, Telstra must ensure that the Special Service Enabling under clause 3.1(a) or Disconnection under clause 3.1(b) of that Late Premises takes place so as to be completed by the date which is ten Business Days after that Disconnection Date; and
 - (iii) except where clause 3.8 applies to that Late Premises, provided that Telstra complies with clause 3.2(d)(ii) above, for the purposes of Schedule 3 of the Subscriber Agreement, any Partial Disconnection or Disconnection of that Late Premises in accordance with clause 3.2(d)(ii) is deemed to have occurred on that Disconnection Date.
- (e) If Telstra and NBN Co provide in Business Requirements agreed pursuant to Part E of the Implementation and Interpretation Deed that a notice under this clause 3.2 will be given through a specific Interaction System, NBN Co and Telstra will, subject to and in accordance with clause 31 of the Implementation and Interpretation Deed (as incorporated by reference into this document under clause 1.2 of the Subscriber Agreement), use that Interaction System (or use any other method permitted under and in accordance with clauses 31.1(d) or 31.1(e) of the Implementation and Interpretation Deed (as incorporated by reference into this document under clause 1.2 of the Subscriber Agreement)) to give and receive notices under this clause 3.2.
- (f) Unless and until a specific Interaction System described in clause 3.2(e) is deployed under and in accordance with Part E of the Implementation and Interpretation Deed (and the Operational Use Date for that Interaction System in respect of the Interaction Data has occurred), NBN Co and Telstra may give notices, consent or other communication under this clause 3.2 through an Email Notification or (in the sender's discretion) any other methods by which the notice, consent or other communication can be given under clause 31 of the Implementation and Interpretation Deed (as incorporated by reference into this document under clause 1.2 of the Subscriber Agreement).

3.3 Premises added to the Fibre Footprint after the Region Ready For Service Date

- (a) If:
- (i) a Premises is added to the Fibre Footprint in a Rollout Region after the Region Ready For Service Date or Disconnection Commencement Date for that Rollout Region but before the date that is six months prior to the Disconnection Date for that Rollout Region;
 - (ii) Telstra has a contractual obligation to the Subscriber or Telstra Wholesale Customer in respect of that Premises to provide a notice period prior to Disconnecting that Premises, and that notice period is longer than the period between the date that NBN Co notifies Telstra of the addition of the Premises to the Fibre Footprint and the Disconnection Date for the Rollout Region; and
 - (iii) prior to the Disconnection Date for that Rollout Region, that Subscriber or Telstra Wholesale Customer objects to Telstra in writing to the Disconnection of that Premises by the Disconnection Date,

then:

- (iv) Telstra may provide those Copper Services, HFC Services and Interim Services that Telstra provided to that Premises as at that Disconnection Date between that Disconnection Date and the earlier of:
 - (A) the end of the notice period referred to in clause 3.3(a)(ii) (calculated on the basis that the notice period begins on the date which is 20 Business Days after the date that NBN Co notifies Telstra of the addition of the Premises to the Fibre Footprint); and
 - (B) the date which is 18 months after the date that Telstra is notified that the Premises is added to the Fibre Footprint,or such later date determined under clause 3.3(b);
 - (v) Telstra must ensure that the Special Service Enabling under clause 3.1(a) or Disconnection under clause 3.1(b) of that Premises takes place so as to be completed by the date which is the earlier of:
 - (A) the end of the notice period referred to in clause 3.3(a)(ii) (calculated on the basis that the notice period begins on the date which is 20 Business Days after the date that NBN Co notifies Telstra of the addition of the Premises to the Fibre Footprint); and
 - (B) the date which is 18 months after the date that Telstra is notified that the Premises is added to the Fibre Footprint,or such later date determined under clause 3.3(b); and
 - (vi) provided that Telstra complies with clause 3.3(a)(v) above, for the purposes of Schedule 3 of the Subscriber Agreement, any Partial Disconnection or Disconnection of that Premises in accordance with clause 3.3(a)(v) is deemed to have occurred on the Disconnection Date for the Rollout Region in which that Premises is located.
- (b) Clause 3.2 will apply to extend the date until which Telstra may provide Copper Services, HFC Services and Interim Services under clause 3.3(a)(iv) and the date by which Telstra must Special Service Enable or Disconnect a Premises under clause 3.3(a)(v), as if all references in clause 3.2 to the Disconnection Date for a Rollout Region in which a Premises is located are references to the date until which Telstra may provide Carriage Services under clause 3.3(a)(iv) (but for this clause 3.3(b)).

3.4 Premises not Passed as at the Disconnection Date

On the Disconnection Date for a Rollout Region, NBN Co must notify Telstra of each Premises in the Fibre Footprint in that Rollout Region that, as at the Disconnection Date for that Rollout Region, is not Passed. Each of those Premises will be removed from the Fibre Footprint on the Disconnection Date, and Telstra is not required to Disconnect or Special Service Enable those Premises on or before the Disconnection Date. NBN Co may at its discretion add those Premises to the Fibre Footprint at a later date as an In-fill Rollout Region.

3.5 Concurrent Disconnection

If a Premises that is required to be Disconnected or Special Service Enabled is both a Copper Service Subscriber Address and an HFC Service Subscriber Address, then Telstra must ensure that the Copper Disconnection and HFC Disconnection occur as near to concurrently as is practicable.

3.6 Ready for Disconnection

- (a) Telstra is not obliged to Disconnect or Special Service Enable any Premises under this clause 3 or commence or perform Deactivation under clause 5 before the Disconnection Trigger Date.
- (b) For the avoidance of doubt, a failure by NBN Co to satisfy the Upfront Disconnection Triggers:
 - (i) does not constitute a breach of any Definitive Agreement; and
 - (ii) does not limit NBN Co's ability to:
 - (A) Rollout;
 - (B) notify the Region Ready For Service Date or Disconnection Commencement Date (as applicable) for a Rollout Region;
 - (C) cause any Premises to be NBN Connected in a Rollout Region; or
 - (D) provide NBN Services to any person.

3.7 Material Adverse Customer Impact – Extension of Disconnection Date for a Rollout Region

- (a) If either party reasonably anticipates a MACI in a particular Rollout Region at any time (including due to a volume and pattern of Level Zero Complaints and Level One Complaints in that Rollout Region) and reasonably anticipates that MACI will require an extension to the Disconnection Date for that Rollout Region, that party must notify the Operational Review Committee of that fact together with reasonable information about that anticipated MACI. The Operational Review Committee will be responsible for determining whether or not the Disconnection Date for that Rollout Region should be extended.
- (b) Upon receipt of a notice under clause 3.7(a), each of Telstra and NBN Co must procure that the members of the Operational Review Committee appointed by it:
 - (i) co-operate and act reasonably in performing root cause analysis and resolving the root cause (or root causes) of the anticipated MACI; and
 - (ii) act reasonably in considering if the MACI is such that the Disconnection Date for the relevant Rollout Region should be extended, and in particular, do not unreasonably withhold their agreement to a proposal by a party to extend the Disconnection Date for the relevant Rollout Region,

and in those circumstances, if the Operational Review Committee determines to extend the Disconnection Date for the relevant Rollout Region, that Disconnection Date will be extended by two months or such other period agreed by the Operational Review Committee.

- (c) If:
 - (i) a MACI occurs in a particular Rollout Region and a party anticipates that MACI will reasonably require an extension to the Disconnection Date for that Rollout Region; and
 - (ii) the Disconnection Date for that Rollout Region has not been extended by reason of that MACI being an anticipated MACI under clause 3.7(b),then:

- (iii) that party must promptly notify the Operational Review Committee of that fact together with reasonable information about that MACI, in which case the Disconnection Date for the relevant Rollout Region will be extended by two months; and
 - (iv) Telstra and NBN Co must procure that its nominees on the Operational Review Committee co-operate and act reasonably in performing root cause analysis and resolving the root cause (or root causes) of the MACI.
- (d) If after an extension to the Disconnection Date has been granted under clauses 3.7(b), 3.7(c)(iii) or 3.7(d)(ii), a MACI continues to have effect:
 - (i) each of Telstra and NBN Co must procure that the members of the Operational Review Committee appointed by it act reasonably in considering if that MACI is such that the Disconnection Date for the relevant Rollout Region should be further extended, and in particular, do not unreasonably withhold their agreement to a proposal by a party to extend the Disconnection Date for the relevant Rollout Region; and
 - (ii) in those circumstances, if the Operational Review Committee determines to extend the Disconnection Date for the relevant Rollout Region, that Disconnection Date will be extended by a further period of two months, or such other period agreed by the Operational Review Committee.
- (e) If the Operational Review Committee is unable to reach agreement on whether or not a Disconnection Date for a Rollout Region is to be extended under this clause 3.7:
 - (i) either party may notify the other party of a Dispute in relation to the extension of the Disconnection Date for that Rollout Region under clause 21 of the Implementation and Interpretation Deed (as incorporated by reference into this document under clause 1.2 of the Subscriber Agreement) and that the Dispute is an “urgent” Dispute in accordance with clause 2(d) of Schedule 2 of the Implementation and Interpretation Deed (as incorporated by reference into this document under clause 1.2 of the Subscriber Agreement); and
 - (ii) any resolution of the Dispute under clause 21 of the Implementation and Interpretation Deed (as incorporated by reference into this document under clause 1.2 of the Subscriber Agreement) will be taken to be a determination by the Operational Review Committee as to the extension of the Disconnection Date for that Rollout Region.
- (f) It is reasonable for a member of the Operational Review Committee appointed by a party to refuse to agree that a Disconnection Date should be extended where that party did not cause the root cause of that that MACI.

3.8 Soft dial tones

- (a) This clause 3.8 applies in relation to a Premises only to the extent that Telstra is required under the TUSMA Agreement or required by law to ensure that Premises has available to it over the Copper Network a Carriage Service:
 - (i) in respect of which Telstra does not derive revenue; and
 - (ii) which is limited to the making of outgoing calls to an emergency call person (as defined under the Telecommunications Act) using an emergency service number (as defined in the Telecommunications Act) to request an emergency call service (as defined in the Telecommunications

Act) (including, if applicable, the '106 Teletypewriter Service' for emergency calls (providing emergency call access via the 'National Relay Service')), to the '1100 Dial Before You Dig' service, to Telstra customer service and to fault reporting telephone numbers (including selected network test numbers),

after the Disconnection Date for the Rollout Region for that Premises (a **USO Soft Dial Tone**). For the avoidance of doubt, a reference to "law" in this clause means:

- (iii) legislation (including subordinate legislation);
- (iv) a statutory or administrative instrument; or
- (v) an administrative decision under any enactment,

made or enacted by any Parliament, Minister, or other governmental, administrative, regulatory or statutory authority within Australia.

- (b) Telstra must within 5 Business Days after the Disconnection Date for a Rollout Region, notify NBN Co of each Premises in that Rollout Region to which it is required to provide a USO Soft Dial Tone after that Disconnection Date.
- (c) For each Premises in a Rollout Region notified by Telstra to NBN Co under clause 3.8(b):
 - (i) between the Disconnection Date for that Rollout Region and the USO Soft Dial Tone End Date for that Rollout Region, Telstra may provide a USO Soft Dial Tone to that Premises, but is in all other respects required to comply with the remainder of this clause 3;
 - (ii) Telstra must ensure that the Special Service Enabling under clause 3.1(a) or Disconnection under clause 3.1(b) of that Premises takes place so as to be completed by the date which is 10 Business Days after the Disconnection Date for that Rollout Region, except that Telstra is not required to take any steps that would prevent Telstra providing a USO Soft Dial Tone to that Premises;
 - (iii) subject to clause 3.8(c)(v), provided that Telstra takes all steps required to Partially Disconnect or Disconnect that Premises, except for steps that would prevent Telstra from providing a USO Soft Dial tone to that Premises, in accordance with clause 3.8(c)(ii), for the purposes of Schedule 3 of the Subscriber Agreement, that Premises is deemed to be Partially Disconnected or Disconnected (as applicable) on the Disconnection Date for that Rollout Region;
 - (iv) Telstra must cease to provide a USO Soft Dial Tone to that Premises, and must ensure that the Special Service Enabling under clause 3.1(a) or Disconnection under clause 3.1(b) of that Premises takes place so as to be completed by the USO Soft Dial Tone End Date for that Rollout Region; and
 - (v) **REDACTED**

3.9 Expiry of Disconnection obligations

- (a) Except as set out in clause 3.9(b), Telstra's obligations to Disconnect or Special Service Enable under this clause 3 expire on the earlier of the date that is 20 years after the Commencement Date and the date on which a Permanent Cessation of Operations occurs.

- (b) If the date that is 20 years after the Commencement Date is after the Region Ready For Service Date or Disconnection Commencement Date (as applicable) for a Rollout Region (or, in the case of an Acquired Network Rollout Region in respect of which clause 8.2(d) of the Subscriber Agreement applies, after the Deemed Commencement Date for that region), Telstra's obligations to Disconnect or Special Service Enable Premises in that Rollout Region under this clause 3 continue to apply (unless a Permanent Cessation of Operations has occurred earlier than that date).

4. DISCONNECTION CONDITIONS

4.1 Path Disconnection conditions for Copper Paths

- (a) A Copper Path is Path Disconnected if:
 - (i) the status of each Carriage Service that was provided over that Copper Path prior to Path Disconnection, and that Copper Path is marked as "V" in NPAMS which:
 - (A) is identifiable to a person using NPAMS as "V";
 - (B) reflects a state of the Copper Path and has the following effects and consequences:
 - (I) it ensures the Copper Path cannot be associated in any Telstra system or database with any DSLAM or Carriage Service;
 - (II) it ensures the provisioning of any Copper Service over the Copper Path is not possible; and
 - (III) it ensures the Copper Path cannot be available to Telstra to enable Telstra to (or permit third parties to) deliver any Communications to or from the Premises; and
 - (C) cannot be varied or changed except with authorisation of Personnel of Telstra that is employed at the level of director within Telstra Operations or higher;
 - (ii) in respect of Copper Paths over which ULLS or LSS were provisioned, there is no Wholesale Cable Jumper for the Copper Path;
 - (iii) there is no Dial Tone over that Copper Path;
 - (iv) there is no active DSL port at the DSLAM for that Copper Path;
 - (v) the Configuration Data is configured so as to prevent that Copper Path carrying Communications to any Premises over the Copper Network;
 - (vi) any Premises to which that Copper Path is connected is Delinked from that Copper Path; and
 - (vii) without limiting any of the foregoing:
 - (A) no Carriage Service or Content Service is provided over that Copper Path; and

- (B) no Communications can be delivered over the Copper Path to any Premises.
- (b) A Copper Path is Path Disconnected only for so long as each of the conditions specified in this clause 4.1 continue to be satisfied in relation to that Copper Path.

4.2 Line Disconnection conditions for HFC Lines

- (a) Subject to clause 4.2(c), an HFC Line is Line Disconnected if:
 - (i) there is no HFC Service provided over that HFC Line;
 - (ii) the serviceability record for the HFC Line in CRAMER is marked as "non-serviceable" which:
 - (A) is identifiable to a person using CRAMER as "non-serviceable";
 - (B) reflects a state of the HFC Line and has the following effects and consequences:
 - (I) it ensures the HFC Line cannot be associated with a Premises except in respect of Permitted Services; and
 - (II) it ensures the HFC Line cannot be available to Telstra (or permit third parties) to deliver any Communications to or from a Premises other than Permitted Services; and
 - (C) cannot be varied or changed except with authorisation of Personnel of Telstra that is employed at the level of director within Telstra Operations or higher;
 - (iii) the service record for each HFC Service that was provided over that HFC Line prior to the date of Line Disconnection is marked as "disconnected" in AMDOCS, which:
 - (A) is identifiable by a person using AMDOCS as "disconnected";
 - (B) prevents the provision of the HFC Service over the HFC Line; and
 - (C) cannot be varied or changed except with authorisation of Personnel of Telstra that is employed at the level of director of within Telstra Operations or higher;
 - (iv) no end user account in AMDOCS in relation to any Premises to which that HFC Line is connected is associated with any modem MAC ID; and
 - (v) without limiting any of the foregoing:
 - (A) no Carriage Service or Content Service is provided over that HFC Line except for a Permitted Service; and
 - (B) no HFC Services can be delivered over that HFC Line to any Premises.
- (b) An HFC Line is Line Disconnected only for so long as each of the conditions specified in this clause 4.2 continue to be satisfied in relation to that HFC Line.
- (c) If:

- (i) a Subscriber moves from a Premises (the **First Premises**) within an HFC Deactivation Region to another Premises within that HFC Deactivation Region that has been Disconnected or Special Service Enabled (the **Second Premises**); and
 - (ii) the Subscriber has not informed Telstra that they have moved address,
- the Subscriber may be able to reconnect their modem to an HFC Line at the Second Premises without revalidating their address. The parties acknowledge that Telstra cannot and will not prevent this.
- (d) Telstra must ensure that if a Subscriber moves a modem from a Premises in one HFC Deactivation Region to another Premises and attempts to use that modem over an HFC Line in a Premises that has been Disconnected or Special Service Enabled in another HFC Deactivation Region, the use of that modem will cause Telstra's systems to perform a service qualification check and prevent the provision of Carriage Services other than Permitted Services over that HFC Line.

4.3 Special Service Enabled conditions for Exempt Copper Services

- (a) A Premises is Special Service Enabled if:
 - (i) the Premises is identified in Telstra's systems:
 - (A) as being in the Fibre Footprint; and
 - (B) indicating that only connection of Exempt Copper Services is permitted;
 - (ii) the service record for each Exempt Copper Path:
 - (A) has markings consistent with paragraph 4.3(a)(i) that will be identifiable to a person using NPAMS and Address DBOR;
 - (B) has the following effects and consequences:
 - (I) it ensures the Copper Path cannot be associated in any Telstra system or database with any Carriage Service other than the relevant Exempt Copper Service;
 - (II) it ensures the provisioning of any Copper Service over that Copper Path is not possible other than the renewal of the relevant Exempt Copper Service in accordance with this document; and
 - (III) it ensures the Copper Path cannot be available to Telstra to enable Telstra to (or permit third parties to) deliver any Communications to or from the Premises other than the relevant Exempt Copper Service; and
 - (C) cannot be varied or changed except with authorisation of Personnel of Telstra that is employed at the level of director within Telstra Operations or higher;
 - (iii) each Copper Path to the Premises is Path Disconnected except:
 - (A) to the extent required for the provision of the relevant Exempt Copper Service; and
 - (B) that clause 4.1(a)(i) does not need to be satisfied;

- (iv) each Copper Path to the Premises (other than Exempt Copper Paths) is Path Disconnected; and
 - (v) each HFC Line to the Premises is Line Disconnected.
- (b) A Premises is Special Service Enabled only for so long as each of the conditions specified in this clause 4.3 continue to be satisfied in relation to that Premises.

4.4 Interim Fibre Disconnection Conditions

- (a) An Interim Fibre Path is Path Disconnected if:
 - (i) the status of the service and the Interim Fibre Path is marked as "V" in NPAMS which:
 - (A) is identifiable to a person using NPAMS as "V";
 - (B) reflects a state of the Interim Fibre Path that has the following effects and consequences:
 - (I) it ensures the Interim Fibre Path cannot be associated in any Telstra system or database with any Carriage Service;
 - (II) it ensures the provisioning of any Interim Fibre Service over the Interim Fibre Path is not possible; and
 - (III) it ensures the Interim Fibre Path cannot be available to Telstra to enable Telstra to (or permit third parties to) deliver any Communication to or from the Premises; and
 - (C) cannot be varied or changed except with authorisation of Personnel of Telstra that is employed at the level of director within Telstra Operations or higher;
 - (ii) there is no Dial Tone provided over the Interim Fibre Path;
 - (iii) there is no active PON port at the optical line terminal for the Interim Fibre Path;
 - (iv) any Premises to which the Interim Fibre Path is connected is Delinked from the Interim Fibre Path;
 - (v) the Configuration Data is configured so as to prevent the Interim Fibre Path carrying Communications to any Premises; and
 - (vi) without limiting any of the foregoing:
 - (A) no Carriage Service or Content Service is provided over the Interim Fibre Path; and
 - (B) no Communications can be delivered over the Interim Fibre Path to any Premises.
- (b) An Interim Fibre Path is Path Disconnected only for so long as each of the conditions specified in this clause 4.4 continue to be satisfied in relation to that Interim Fibre Path.

4.5 Interim Wireless Disconnection Conditions

- (a) An Interim Wireless Path is Path Disconnected if:

- (i) the status of the service is marked as "V" in NPAMS which:
 - (A) is identifiable to a person using NPAMS as "V";
 - (B) reflects a state of the Interim Wireless Path that has the following effects and consequences:
 - (I) it ensures the Interim Wireless Path cannot be associated in any Telstra system or database with any Carriage Service; and
 - (II) it ensures the Interim Wireless Path cannot be available to Telstra to enable Telstra to (or permit third parties to) deliver any Communications to or from the Interim Wireless Path; and
 - (C) cannot be varied or changed except with authorisation of Personnel of Telstra that is employed at the level of director within Telstra Operations or higher;
- (ii) there is no Dial Tone provided over the Interim Wireless Path;
- (iii) the Configuration Data is configured so as to prevent the Interim Wireless Path carrying Communications to any Premises;
- (iv) any Premises to which the Interim Wireless Path is connected is Delinked from the Interim Wireless Path; and
- (v) without limiting any of the foregoing:
 - (A) no Carriage Service or Content Service is provided over the Interim Wireless Path; and
 - (B) no Communications can be delivered over the Interim Wireless Path to any Premises.
- (b) An Interim Wireless Path is Path Disconnected only for so long as each of the conditions specified in this clause 4.5 continue to be satisfied in relation to that Interim Wireless Service.

4.6 Authorisation

A restriction on Telstra as to Personnel who can authorise a variation or change to a service status under this clause 4 does not:

- (a) limit any obligation of Telstra under this document; or
- (b) provide any right for the authorised Personnel to vary or change the status except as permitted under clause 8.

5. DEACTIVATION

5.1 Deactivation of HFC Network

- (a) Telstra must commence Deactivation for an HFC Deactivation Region on the Final Disconnection Date for that HFC Deactivation Region.

- (b) Telstra must complete Deactivation for an HFC Deactivation Region as soon as is practicable after the Final Disconnection Date for that HFC Deactivation Region, and in any event before the Deactivation Date for that HFC Deactivation Region.
- (c) Nothing in this clause 5 requires Telstra to Deactivate any part of the HFC Network in a way which would prevent Telstra using that part of the HFC Network to provide Carriage Services over the HFC Network to an HFC Service Subscriber Address that Telstra is:
 - (i) expressly permitted to provide under clause 2.2; or
 - (ii) expressly permitted to provide, and in fact provides, under clause 2.3.

5.2 HFC Network Deactivation conditions

- (a) The condition for Deactivation for an HFC Deactivation Region is that the RF Spectrum (other than for the Permitted Services) for each Premises in the Fibre Footprint in the HFC Deactivation Region is removed or physically disabled.
- (b) An HFC Deactivation Region is Deactivated only for so long as the condition specified in this clause 5.2 continues to be satisfied in all of that HFC Deactivation Region.

5.3 Expiry of Deactivation obligations

- (a) Except as set out in clause 5.3(b), Telstra's obligations to Deactivate under this clause 5 expire on the earlier of the date that is 20 years after the Commencement Date and the date on which a Permanent Cessation of Operations occurs.
- (b) Telstra must Deactivate in accordance with clause 5.1 each HFC Deactivation Region where all Premises that are Passed in that HFC Deactivation Region as at the earlier of the date 20 years after the Commencement Date and the date on which a Permanent Cessation of Operations occurs:
 - (i) are in Rollout Regions in respect of which the Disconnection Date has occurred as at the earlier of the date that is 20 years after the Commencement Date and the date on which a Permanent Cessation of Operations occurs; or
 - (ii) are in the Rollout Regions to which clause 3.9(b) applies.

6. LIMITED RIGHTS TO USE COPPER NETWORK AND HFC NETWORK AFTER THE DISCONNECTION DATE

6.1 Temporary Special Services

- (a) Subject to clauses 6.1(e) and 6.1(f), Telstra may use the Copper Network to provide Carriage Services to Premises within the Fibre Footprint that are:
 - (i) the Copper Services specified in the "Access Service" column in Annexure 1B or Annexure 1C including:
 - (A) any Product Bundles specified in Annexure 1B or Annexure 1C that are provided over the corresponding Access Service specified therein; and
 - (B) any Product Bundles subsequently provided over such Access Services,

(**Direct Special Services**); and

- (ii) ULLS or LSS used by Copper Network Wholesale Customers but only to provide Carriage Services to Subscribers that Telstra has confirmed to be Service Equivalent to Direct Special Services in accordance with clause 6.1(b) (**ULLS / LSS Based Special Services**),

(together, the **Temporary Special Services**).

- (b) Telstra must use reasonable endeavours to confirm with each Telstra Copper Network Wholesale Customer:
 - (i) the ULLS or LSS that are used by that Telstra Copper Network Wholesale Customer to provide Carriage Services to Subscribers that are Service Equivalent to Direct Special Services; and
 - (ii) the Carriage Services provided by that Telstra Copper Network Wholesale Customer over those ULLS or LSS to Subscribers that are Service Equivalent to Direct Special Services (and if so, which of those Direct Special Services),

which obligation may be satisfied by complying with Annexure 1E.

- (c) After the relevant Disconnection Date for a Rollout Region, Telstra will not be permitted to continue providing a ULLS or LSS (which Telstra provided before the Disconnection Date) to a Copper Network Wholesale Customer under this clause 6.1 if that customer has not, prior to the Disconnection Date, certified to Telstra that it provides a ULLS / LSS Based Special Service to the relevant Premises (and the Direct Special Service in respect of which that ULLS / LSS Based Special Service is believed by the customer to be Service Equivalent).
- (d) After the relevant Disconnection Date for a Rollout Region, Telstra will not be permitted to provide a ULLS or LSS (which Telstra did not provide before the Disconnection Date) to a Copper Network Wholesale Customer under this clause 6.1 if that customer does not first certify to Telstra that it provides a ULLS / LSS Based Special Service to the relevant Premises (and the Direct Special Service in respect of which that ULLS / LSS is believed by the customer to be Service Equivalent).
- (e) If the Temporary Special Services Disconnection Date for a TSS Class is after the Disconnection Date for a Rollout Region, then Telstra must not use the Copper Network to provide any Temporary Special Service in that TSS Class to any Premises in the Fibre Footprint in that Rollout Region after the Temporary Special Services Disconnection Date for that TSS Class (or any later date prescribed under clause 6.1(g)) and Telstra must comply with clause 3.1(c) on or before that date.
- (f) If the Temporary Special Services Disconnection Date for a TSS Class is on or before the Disconnection Date for a Rollout Region, then Telstra must not use the Copper Network to provide any Temporary Special Service in that TSS Class to any Premises in the Fibre Footprint in that Rollout Region after the Disconnection Date for that Rollout Region (or any later date prescribed under clause 6.1(g)) and Telstra must comply with clauses clause 3.1(a) and 3.1(b) on or before that date.
- (g) Where a Temporary Special Service is Double-Ended and the Copper Service Subscriber Address that is the A end and the Copper Service Subscriber Address that is the B end of that Temporary Special Service are in different Rollout Regions:

- (i) Telstra is permitted to continue to provide that Double-Ended Temporary Special Service to both of those Copper Service Subscriber Addresses until the later of the dates that Telstra would otherwise be required to Disconnect either of those Copper Service Subscriber Addresses under clause 6.1(e) or 6.1(f). If one end of a Double-Ended Temporary Special Service never becomes part of the Fibre Footprint, Telstra has no obligation to Disconnect either end.
- (ii) For the purposes of this clause 6.1(g):
 - (A) the Copper Service Subscriber Address to which, but for clause 6.1(g)(i), Telstra would be required to cease providing Temporary Special Services earlier under clauses 6.1(e) or 6.1(f) is the **Delayed Address**; and
 - (B) the Copper Service Subscriber Address to which, but for clause 6.1(g)(i), Telstra would be required to cease providing Temporary Special Services later under clauses 6.1(e) or 6.1(f) is the **Other Address**.
- (iii) **REDACTED**
- (iv) **REDACTED**
- (h) Telstra must provide to NBN Co all reasonable technical assistance and relevant technical specifications and product requirements, and NBN Co must provide all reasonable technical assistance to Telstra, for the purposes of enabling NBN Co to develop additional product functionality to facilitate the migration of each TSS Class to the NBN. NBN Co and Telstra will reasonably co-operate with each other to develop plans for the testing of the additional product functionality relevant to each TSS Class. If requested by Telstra, NBN Co will, where reasonably possible, incorporate testing of the additional product functionality with Telstra Wholesale Customers and Subscribers. NBN Co and Telstra will each bear their own costs incurred in relation to the activities referred to in this clause 6.1(h).
- (i) After NBN Co has made a commercial release of additional product functionality relevant to a particular TSS Class which NBN Co considers would enable Telstra (acting reasonably, including taking all reasonable steps and incurring reasonable costs to develop products (including NBN Based Services) that use (among other things) the additional product functionality) to provide TSS Equivalent Services for that TSS Class, NBN Co will publish a public white paper which outlines how the NBN can be used to provide the TSS Equivalent Services (**White Paper**).
- (j) At any time within three months after the White Paper for a TSS Class is published Telstra may notify NBN Co if in Telstra's reasonable opinion, the additional product functionality would not enable Telstra (acting reasonably, including taking all reasonable steps and incurring reasonable costs to develop products (including NBN Based Services) that use (among other things) the additional product functionality) to provide TSS Equivalent Services for that TSS Class and must provide Telstra's reasons for that opinion.
- (k) If Telstra does not give a notice to NBN Co under clause 6.1(j) then the Temporary Special Services Disconnection Date for the TSS Class which is the subject of the White Paper will be 36 months from the date the White Paper for that TSS Class was published by NBN Co.
- (l) If Telstra gives notice to NBN Co under clause 6.1(j), then the parties will appoint an Independent Assessor in accordance with clause 17.4(a) of the Subscriber

Agreement to determine in accordance with clause 17.4(b) of the Subscriber Agreement whether the additional product functionality would enable Telstra (acting reasonably, including taking all reasonable steps and incurring reasonable costs to develop products (including NBN Based Services) that use (among other things) the additional product functionality) to provide TSS Equivalent Services for that TSS Class. The determination of the Independent Assessor is, in the absence of manifest error or bias, final and binding on the parties.

- (m) If the Independent Assessor determines, in accordance with clause 17.4(b) of the Subscriber Agreement, that the additional product functionality would enable Telstra (acting reasonably, including taking all reasonable steps and incurring reasonable costs to develop products (including NBN Based Services) that use (among other things) the additional product functionality) to provide TSS Equivalent Services for that TSS Class then the Temporary Special Services Disconnection Date for that TSS Class will be 35 months from date of the Independent Assessor's determination.
- (n) If the Independent Assessor determines, in accordance with clause 17.4(b) of the Subscriber Agreement, that the additional product functionality would not enable Telstra (acting reasonably, including taking all reasonable steps and incurring reasonable costs to develop products (including NBN Based Services) that use (among other things) the additional product functionality) to provide TSS Equivalent Services for that TSS Class then Telstra may continue to provide Temporary Special Services in that TSS Class, provided that NBN Co may make a further commercial release of additional product functionality relevant to that TSS Class and in which case clauses 6.1(i) to 6.1(m) (inclusive) will apply.
- (o) If NBN Co (despite complying with clause 6.1(h)) does not publish a White Paper for a particular TSS Class before the fifth anniversary of the Commencement Date, then NBN Co may, by giving Telstra not less than three months notice (which for the avoidance of doubt, can be given by NBN Co before the fifth anniversary of the Commencement Date provided that that notice period cannot expire before the fifth anniversary of the Commencement Date), elect that Telstra is not required to disconnect any Temporary Special Services in that TSS Class, **REDACTED**.

6.2 Contracted Special Services

- (a) Subject to clause 6.2(b), Telstra may use the Copper Network to provide the Contracted Special Services.
- (b) Telstra must not use the Copper Network to provide any Contracted Special Service to any Copper Service Subscriber Address in a Rollout Region on and from the later of:
 - (i) one month after the date that Telstra is no longer required to continue to provide that Contracted Special Service under the relevant CSS Contract and Telstra must comply with clause 3.1(c) on or before that date; and
 - (ii) the Disconnection Date for that Rollout Region, and Telstra must comply with clauses 3.1(a) and clause 3.1(b) on or before that date.
- (c) Telstra must not renew or extend any contractual obligation for the provision of a Contracted Special Service without the prior written consent of NBN Co (except where the Contracted Customer exercises a right (which existed as at the Execution Date) to extend or renew that obligation without Telstra's consent). NBN Co's consent may be withheld by NBN Co in its discretion.

- (d) Telstra must as soon as is practicable notify NBN Co of the date on which Telstra is no longer required to continue to provide Copper Services under a CSS Contract.
- (e) Telstra must as soon as is practicable notify NBN Co of the date on which it is no longer expressly permitted to provide any Contracted Special Services under this clause 6.2.
- (f) Within five Business Days after the Commencement Date, Telstra must deliver to the Escrow Agent a copy of each CSS Contract.
- (g) If NBN Co reasonably believes or suspects that Telstra is or may be providing Copper Services to a Premises (having made enquiries of NBN Co's own records to determine if Copper Services are provided by Telstra to that Premises in accordance with clause 6.1), NBN Co may (acting reasonably) at any time after the Disconnection Date for a Rollout Region, by giving notice to Telstra, require Telstra to state by notice to NBN Co whether Telstra is providing Copper Services to a particular Premises in that Rollout Region. Telstra must within ten Business Days after the receipt of such notice give notice to NBN Co stating whether or not it is providing Copper Services to the particular Premises, and if the notice states that it is, the notice must also identify the clause of these Disconnection Protocols under which Telstra believes it is entitled to provide those Copper Services.
- (h) If in Telstra's notice to NBN Co under clause 6.2(g), Telstra states that it believes it is entitled to provide Copper Services to those particular Premises under this clause 6.2, Telstra must provide to NBN Co evidence to show that the provision of those Copper Services are permitted under this clause 6.2. Unless within three months (or such longer period as the parties, acting reasonably, agree is reasonable in the circumstances) after the date that NBN Co gave notice to Telstra under clause 6.2(g), Telstra provides to NBN Co evidence which reasonably establishes that Telstra is, and at all relevant times was permitted to provide those Copper Services under this clause 6.2, Telstra is not, and at all relevant times was not, permitted to provide those Copper Services.

6.3 Permitted Services

- (a) Telstra may use the HFC Network to provide the following Carriage Services to any Premises within the Fibre Footprint:
 - (i) the Carriage Services which are required and are used only to enable the broadcast by Foxtel, using the HFC Network, of any or all of subscription television or audio broadcasting services or on-demand analogue or digital cable television or audio services, but which must not include internet protocol based services (the **Foxtel Television Services**); and
 - (ii) the Carriage Services which satisfy all of the following:
 - (A) Telstra Multimedia is required to provide to an HFC User by using the HFC Network pursuant to the terms of a contract described in Annexure 1D in force as at 20 June 2010 and in each case without regard to any subsequent variation of that contract;
 - (B) Telstra Multimedia cannot cease to provide without suffering a financial or other penalty under a contract described in Annexure 1D in force as at 20 June 2010 and in each case without regard to any subsequent variation of that contract; and
 - (C) are to enable that HFC User to provide services other than:

- (I) internet protocol based services;
- (II) voice services;
- (III) broadband services; or
- (IV) services requiring a return path transmission over the HFC Network from the user,

(the **HFC User Services**).

- (b) Subject to clause 6.3(d), Telstra must not use the HFC Network to provide any HFC User Service to any Premises in the Fibre Footprint after the earliest to occur of:
 - (i) the date that Telstra Multimedia is no longer required to continue to provide that HFC User Service to an HFC User using only the HFC Network pursuant to the terms of the contract between Telstra Multimedia and that HFC User in force as at 20 June 2010 and without regard to any subsequent variation of that contract; and
 - (ii) the date that Telstra Multimedia can cease to provide that HFC User Service without suffering a financial or other penalty under that contract in force as at 20 June 2010 and without regard to any subsequent variation of that contract.
- (c) Subject to clause 6.3(d), Telstra must ensure that Telstra Multimedia does not renew or extend any contractual obligation to provide an HFC User Service, or vary such a contract so that Telstra Multimedia cannot cease to provide that HFC User Service without suffering a financial or other penalty under that contract, without the prior written consent of NBN Co (except where the other party to the relevant contract exercises a right (which existed as at the Commencement Date) to extend or renew the contract without Telstra's consent). NBN Co's consent may be withheld by NBN Co in its discretion. This clause 6.3(c) will not apply with respect to any provision of any HFC Services to Premises that are located outside the Fibre Footprint.
- (d) Nothing in clause 6.3(b) prevents the provision of Foxtel Television Services and nothing in clause 6.3(c) prevents the renewal or extension of an obligation to provide a Carriage Service that is a Foxtel Television Service.

6.4 Network Management Services

Telstra is permitted to provide and there is no requirement for Telstra to Disconnect or Deactivate any Network Management Service.

6.5 Disconnections prevented by law

If Telstra is prevented by law from Disconnecting a Premises in a Rollout Region on the Disconnection Date for that Rollout Region (**Affected Premises**):

- (a) Telstra may continue to provide Copper Services, HFC Services or Interim Services to the Affected Premises but only to the extent that Telstra is prevented by law from:
 - (i) ceasing the provision of those services to that Affected Premises; and
 - (ii) Disconnecting the Affected Premises;

- (b) Telstra must ensure that the Disconnection or Special Service Enabling under clause 3.1(c) of that Affected Premises takes place so as to be completed by the date which is five Business Days after the date that Telstra ceases to be prevented by law from:
 - (i) ceasing the provision of those services to that Affected Premises; and
 - (ii) Disconnecting the Affected Premises; and
- (c) provided that Telstra complies with clause 6.5(b), for the purposes of Schedule 3 of the Subscriber Agreement, any Partial Disconnection or Disconnection of that Affected Premises in accordance with clause 6.5(b) is deemed to have occurred on the Disconnection Date for the Rollout Region in which that Affected Premises is located.

7. REDACTED

REDACTED

8. RECONNECTION AND REACTIVATION BY TELSTRA

8.1 Right of Telstra to Reconnect and Reactivate for a limited period

In respect of a Rollout Region, after the Region Ready for Service Date or Disconnection Commencement Date (as applicable) for that Rollout Region, Telstra may:

- (a) Reconnect Copper Paths, HFC Lines, Interim Wireless Paths and Interim Fibre Paths to Premises within that Rollout Region and Reactivate the HFC Network in that Rollout Region; and
- (b) provide Copper Services, HFC Services and Interim Services to Premises within that Rollout Region using the HFC Lines or Copper Lines Reconnected under clause 8.1(a),

upon the occurrence of a Material Unavailability of the NBN Co Fibre Network in that Rollout Region (except where the Material Unavailability of the NBN Co Fibre Network is caused or substantially contributed to by breach by Telstra of any Definitive Agreement or law) but only for so long as the Material Unavailability of the NBN Co Fibre Network in that Rollout Region persists.

8.2 Disconnection and Deactivation after the NBN Co Fibre Network ceases to be Unavailable

If Telstra has exercised its rights to Reconnect, Reactivate or provide Copper Services, HFC Services and/or Interim Services in a Rollout Region under clause 8.1, then as soon as is practicable after NBN Co notifies Telstra that the Material Unavailability of the NBN Co Fibre Network in that Rollout Region has ceased, Telstra must:

- (a) for each Premises in that Rollout Region:
 - (i) if Telstra is expressly permitted to provide Copper Services to that Premises in accordance with clauses 6.1 or 6.2, Special Service Enable that Premises; and
 - (ii) in any other case, Disconnect that Premises,

and must ensure that each such Premises remains Special Service Enabled or Disconnected (as applicable); and

- (b) Deactivate the HFC Network in accordance with clause 5,

provided that Telstra must ensure that such Disconnection, Special Service Enabling and Deactivation takes place so as to be completed by the date 30 days after NBN Co notifies Telstra that the Material Unavailability of the NBN Co Fibre Network in that Rollout Region has ceased.

8.3 Right of Telstra to Reconnect and Reactivate permanently

If a Permanent Cessation of Operations occurs or an Insolvency Event occurs in relation to the NBN Operator then from the date that event occurs:

- (a) Telstra may Reconnect Copper Paths, HFC Lines, Interim Wireless Paths and Interim Fibre Paths to Premises and Reactivate the HFC Network; and
- (b) Telstra may provide Interim Services, Copper Services and HFC Services.

8.4 Costs of Reconnection and Reactivation

Telstra is liable for all costs and expenses relating to Reconnection and Reactivation under clauses 8.1 or 8.3 and any subsequent Disconnection and Deactivation under clause 8.2.

8.5 REDACTED

9. REDACTED

9.1 REDACTED

9.2 REDACTED

Annexure 1A

UPFRONT DISCONNECTION TRIGGERS

1. Upfront Disconnection Triggers

- (a) The Upfront Disconnection Triggers are:
- (i) NBN Co making the BSO commercially available;
 - (ii) NBN Co making NNI Port Protection commercially available. NNI Port Protection means functionality to enable the use of multiple NNI ports at a single Point of Interconnect (note that this may be made available at a cost which is in addition to the price otherwise charged for the BSO);
 - (iii) subject to clause 1(d) of this Annexure 1A, NBN Co certifying that the availability target for the NBN Co B2B Gateway specified in clause 3 of this Annexure 1A is met for a period of 60 consecutive days, at any time after the BSO is made commercially available;
 - (iv) subject to clause 1(d) of this Annexure 1A, the NBN Co B2B Gateway enabling access to the functionalities specified in clause 2 of this Annexure 1A;
 - (v) subject to clause 1(d) of this Annexure 1A, NBN Co certifying that the Service Levels set out in clause 4 of this Annexure 1A are met for a period of 60 consecutive days, at any time after the BSO is made commercially available; and
 - (vi) NBN Co making a commercial release of functionality that is equal to or better than the functionality set out below:

1. UNI-D and UNI-V

- a. The User Network Interface – Data (UNI-D) is an independent 10/100/1000BaseT Ethernet data port on the NTU.
- b. The User Network Interface – Voice (UNI-V) is an in-built Analogue Telephony Adaptor (ATA) port, with integrated SIP capabilities for legacy telephone services.

2. Battery Backup

- a. To the extent that NBN Co is required to do so by Government policy or Ministerial determination, battery back up capability for services connected to the UNI-V port and the initial battery are available as an orderable item with the NTU.

3. Access Virtual Circuit

- a. The AVC is made available in the traffic class 4 bandwidths set out in Table 1:

Traffic class 4 (downstream) Mbps	Traffic class 4 (upstream) Mbps
12	1
25	5
25	10
50	20
100	40

Table 1: Supported AVC Traffic Class 4 Bandwidth Profiles for NFAS.

- b. Traffic class 1 bandwidths set out in Table 2 below for the purpose of supplying voice telephony services to a Subscriber may be provided using UNI-D or UNI-V.

Traffic class 1 (downstream) Kbps (CIR)	Traffic class 1 (upstream) Kbps (CIR)
0	0
150	150

Table 2: Supported AVC Traffic Class 1 Bandwidth Profiles for NFAS.

4. Connectivity Virtual Circuit

The Connectivity Virtual Circuit is made available at the following bandwidths:

- a. CVC is made available in the traffic class 1 bandwidths set out in the following table.

CVC Traffic Class 1 (Mbps)
0
5
20

- b. CVC is made available in the traffic class 4 bandwidths set out in the following table.

CVC Traffic Class 4 (Mbps)
0
100
150
200
250
300
500*

* If all Upfront Disconnection Triggers other than this (500 Mbps CVC in traffic class 4) Upfront Disconnection Trigger have been satisfied, on and from the first date on which that occurs, where:

- Telstra is required to provide one or more DF Links between a FAN and an Aggregation Node pursuant to the Infrastructure Services Agreement;
- Telstra has failed to deliver one or more of those DF Links before the Delivery Date; and
- that failure is directly hindering or preventing NBN Co from making available 500 Mbps CVC in traffic class 4 from the relevant POI, then the availability of 500 Mbps CVC in traffic class 4 to Premises served by that POI will not be relevant for purposes of assessing whether this Upfront Disconnection Trigger has been satisfied.

5. NNI

- a. The NNI is supplied with the following physical interface options:

Component	Attributes	Attribute Description	Selectable Options
NNI Type	Interface Type	Physical interface type.	1000BASE-LX
			10GBASE-LR

6. Performance

- a. Subject to (b) below, for Traffic Class 1 AVC, NBN Co will achieve at least the following performance metrics:
- Average one-way latency ≤ 25 ms through the NBN Co Fibre Network (provided if the fibre distance from UNI to POI, is greater than 100km, add an extra allowance of 1ms latency per additional 200km fibre distance (or part thereof).

- Average Jitter ≤ 16 ms, measured in accordance with RFC-3550
 - Frame loss ratio $\leq 0.04\%$
- b. The performance metrics will only apply where all of the following are true:
- frame length of 150 bytes at POI
 - Periodic frame arrivals on an AVC, every 10ms
 - Traffic class 1 CVC operating at $\leq 70\%$ utilisation
 - Maximum 100km fibre distance from UNI to POI
- (b) For the avoidance of doubt, the functionalities expressly specified in clause 1(a)(vi) of this Annexure 1A:
- (i) are an exclusive list of the functionality required for the purposes of this Annexure 1A;
 - (ii) do not imply any other functionality or requirements, or any underlying or consequential functionality or requirement; and
 - (iii) are expressed at the level of specificity required for the purposes of this document, and neither party may propose clarification or further specification of these functionalities for the purpose of this Annexure 1A.
- (c) Without limitation, in assessing whether NBN Co has made a commercial release of functionalities specified in clause 1(a)(vi) of this Annexure 1A, it is irrelevant whether those functionalities:
- (i) are implemented such that another person may be required to make changes to their processes or systems in order to access or use those Functionalities;
 - (ii) are in fact used by any person; or
 - (iii) have any attributes, features, capacity, uses or any other requirement not expressly specified in clause 1(a)(vi) of this Annexure 1A.
- (d) The Upfront Disconnection Triggers in clauses 1(a)(iii), 1(a)(iv) and 1(a)(v) of this Annexure 1A do not need to be satisfied by NBN Co if Telstra does not make available during Phase 3 of the Development Program a number of services per month agreed by NBN Co and Telstra, if any, for the purpose of volume testing in accordance with that agreement. Without obliging the parties to agree a particular number of such services (if any), Telstra acknowledges that, as at the Execution Date, NBN Co expects that it will require less than 4,000 services in total between 1 December 2011 to 30 June 2012 and less than 5,000 services in total between 1 July 2012 to 31 September 2012.

2. Functionalities

2.1 Service qualification – single BSO

If an NBN Customer supplies to NBN Co the location identifier (in a form specified by NBN Co) for a Premises (together with any other information specified by NBN Co in a form specified by NBN Co), NBN Co will make available in its systems information that confirms whether that location identifier is listed in NBN Co's systems as eligible for provision of a BSO.

2.2 Connection orders

- (a) **New connection order:** If an NBN Customer provides NBN Co a connection order for a single BSO in the format specified by NBN Co containing at a minimum the following information:
- (i) the NBN Location ID for a Premises that is eligible for provision of a BSO; and
 - (ii) any other information specified by NBN Co which is required to install, activate and operate the NBN Service,
- (in each case in a form specified by NBN Co) that complies with any requirements specified by NBN Co, NBN Co will create in its systems a record of that connection order.
- (b) **Connection order cancellation:** An NBN Customer may request cancellation of a connection order placed by that NBN Customer by providing NBN Co with information specified by NBN Co in a form specified by NBN Co.

2.3 Trouble tickets

- (a) **New tickets:** An NBN Customer may report a potential fault in respect of NBN Services by supplying information specified by NBN Co in a form specified by NBN Co.
- (b) **Closed tickets:** An NBN Customer will have access to information from NBN Co confirming that a potential fault reported under clause 2.3(a) of this Annexure 1A has been identified in NBN Co's systems as not requiring further specific action by NBN Co.

2.4 Interpretation

- (a) For the avoidance of doubt, the functionalities expressly specified in clause 2 of this Annexure 1A:
- (i) are an exclusive list of the functionality required of the NBN Co B2B Gateway for the purposes of this Annexure 1A;
 - (ii) do not imply any other functionality or requirements, or any underlying or consequential functionality or requirement; and
 - (iii) are expressed at the level of specificity required for the purposes of this document, and neither party may propose clarification or further specification of these Functionalities for the purpose of this Annexure 1A.
- (b) Without limitation, in assessing whether the NBN Co B2B Gateway has the functionalities specified in clause 2 of this Annexure 1A, it is irrelevant whether those functionalities:
- (i) are implemented such that another person may be required to make changes to their processes or systems in order to access or use those functionalities;
 - (ii) are in fact used by any person; or
 - (iii) have any attributes, features, capacity, uses or any other requirement not expressly specified in clause 2 of this Annexure 1A.

3. Availability Target

- (a) The Availability target of the NBN Co B2B Gateway as measured for any period of 60 consecutive days is at least 95%.
- (b) Availability target of the NBN Co B2B Gateway is calculated as follows:

$$(\text{Total Time} - \text{Outage Time}) / (\text{Total Time}) \times 100$$

where:

- (i) **Total Time** means the total time in minutes in any consecutive 60 day period.
- (ii) **Outage Time** means, subject to the following paragraph, the total time in minutes during that 60 day period during which that NBN Co B2B Gateway is not Available.

Outage Time does not include:

- (A) time in which the NBN Co B2B Gateway is not Available as a result of any unlawful, fraudulent or negligent act or omission of Telstra or a Related Entity of Telstra; or
 - (B) planned outages, being any outage where NBN Co has given at least 24 hours notice of the outage of the NBN Co B2B Gateway and that outage occurs between midnight and 6am Australian Eastern Standard Time. In addition, other planned outages that occur outside those hours or on less than 24 hours prior notice that are agreed between NBN Co and Telstra will not be included as time during which the NBN Co B2B Gateway is not Available.
- (c) An example of the Availability calculation is as follows:

Assume Total Time is 86,400 minutes.

Assume total outages during a 60 day period are 5,500 minutes and Planned Outage Time is 2,044 minutes, then Outage Time is 3,456 minutes.

$86,400 - 3,456 = 82,944$. $82,944$ divided by $86,400$ and multiplied by $100 = 96\%$.

4. Service Levels

4.1 Service Activation – Availability of appointment dates for activation of the BSO

For at least 90% of the completed and valid orders for the supply to NBN Customers of a single BSO for supply to Premises (that are NBN Serviceable) accepted by NBN Co during the 60 day period NBN Co will make available an appointment date for activation of the BSO at the Premises which is within 30 Business Days after the date on which NBN Co accepts those orders.

Where:

“**Business Day**” means a day other than a Saturday, a Sunday or a public holiday in the state or territory in which the Premises is located.

4.2 Completion of activation of BSO

For at least 80% of appointments for activation of a single BSO scheduled to occur during the 60 day period NBN Co will complete activation of the BSO on the appointment date for

activation of the BSO agreed with the NBN Customer except that the following will be excluded from the measurement of this service level:

- (a) where the failure to complete activation of the BSO NBN Service on the agreed appointment date was caused by the intended Subscriber for that BSO or the NBN Customer who placed the BSO order; or
- (b) where the failure to complete installation on the agreed appointment date was caused by the occurrence of a Disconnection Trigger Force Majeure Event (unless that Disconnection Trigger Force Majeure Event affects more than 40% of the Rollout Regions for which the Disconnection Commencement Date or Region Ready For Service Date has occurred at that time).

4.3 Service Assurance

For at least 80% of all UNI-V access service faults reported to NBN Co during the 60 day period NBN Co will resolve the reported UNI-V access service fault within the time periods specified in the table below except that the following reported faults will be excluded from the measurement of this service level:

- (a) where the failure to resolve the reported fault within the time period was caused by the Subscriber for that BSO or the NBN Customer who placed the order; or
- (b) where the failure to resolve the reported fault within the time period was caused by the occurrence of a Disconnection Trigger Force Majeure Event (unless that Disconnection Trigger Force Majeure Event affects more than 40% of the Rollout Regions for which the Disconnection Commencement Date or Region Ready For Service Date has occurred at that time).

Location of End User Premises (See Note 1 below)	Time Period for Fault Resolution (See Note 2 below)
Band 1	By the end of the first full Business Day after the Fault Log Date
Band 2 and Band 3	By the end of the second full Business Days after the Fault Log Date
Band 4	By the end of the third full Business Days after the Fault Log Date

Note 1:

The time periods for resolution of reported faults will differ depending on the location of the Premises to which the fault relates. NBN Co will determine the boundaries of each Band and they will be broadly aligned with measures as at the Execution Date such as for ULLS. However the bands will be determined on a FSA Module by FSA Module basis. For example:

Band 1 covers the central business districts of Sydney, Melbourne, Brisbane, Perth, Adelaide, Newcastle, Canberra, Wollongong, Hobart and Geelong.

Band 2 covers areas with more than 108.4 premises per square kilometre area within an FSA Module, which is not a Band 1 area.

Band 3 covers areas with 6.56 or more, but less than 108.4 premises per square kilometre area within an FSA Module.

Band 4 covers areas with 6.55 or less premises per square kilometre area within an FSA Module.

Note 2:

“Business Day” means a day other than a Saturday, a Sunday or a public holiday in the State or Territory in which the fault needs to be rectified.

“Fault Log Date” means the date on which a reported fault with all necessary relevant information was logged by NBN Co in NBN Co’s IT systems except where the reported fault is logged after 5pm on a Business Day the “Fault Log Date” for that particular fault, the date will be deemed to be the next Business Day.

The date and time of resolution of the fault will be date and time NBN Co records that the fault is resolved in NBN Co’s IT systems.

Annexure 1B

TEMPORARY SPECIAL SERVICES – RETAIL DIRECT SPECIAL SERVICES

Each Access Service listed in column A means the Copper Service of that name and that, where a corresponding Product Bundle is listed in column C, is used to provide that Product Bundle.

The Access Service is a Direct Special Service, whether it is used to supply the listed Product Bundles or additional Product Bundles.

A Access Service	B ACIF C559 Deployment Class ¹	C Product Bundles ²	D Dependent retail products	E Customer Interface ³
DDS Fastway	1b, 4a, 5, 8b, 9a, 9b, 9c, 9d, 9e, 9f, 9g, 9h	<ul style="list-style-type: none"> • DDS Fastway • DDS Flexnet • DDS Local Area Service (LAS) 	Argent Leased	X.21, V.35, E1/G.703, HSSI
Frame Relay	4a, 5a, 5b, 8b, 9a, 9b, 9c, 9d, 9e, 9f, 9g, 9h	<ul style="list-style-type: none"> • Frame Relay • Business IP Frame Relay • Connect IP Frame Relay • GBIP (proxy) 	Telstra Wavelength Service (management link)	X.21, V.35, E1/G.703, HSSI
Megalink	1b, 8b, 9a, 9b, 9c, 9d, 9e, 9f, 9g, 9h	<ul style="list-style-type: none"> • Megalink 	Managed Radio	E1/G.703
CustomNet Spectrum	3a, 4a	<ul style="list-style-type: none"> • CustomNet Spectrum 	Corporate Virtual Private Network (CVPN)	Analogue or P-Phone

¹ Refers to the ACIF C559 *Unconditioned Local Loop Service (ULLS) Network Deployment* Industry Code.

² Each Product Bundle listed in column C means the product of that name as defined in Telstra's Our Customer Terms accessible at <http://www.telstra.com.au/customer-terms/> as at the Execution Date, without regard to any subsequent variation of Our Customer Terms.

³ Identification of a Customer Interface in column E does not restrict Telstra from changing customer interfaces over time.

A Access Service	B ACIF C559 Deployment Class ¹	C Product Bundles ²	D Dependent retail products	E Customer Interface ³
Ethernet Lite BDSL	9a, 9b, 9c, 9d, 9e, 9f, 9g, 9h, 9i, 9j, 9k, 9l, 9m, 9n, 9o, 9p, 9q	<ul style="list-style-type: none"> • Ethernet Lite • Business IP Ethernet Lite • Connect IP Ethernet Lite • GBIP (Government Broadband IP) 		10/100 Base-T Ethernet
ISDN10/20/30	1b, 9a, 9b, 9c, 9d, 9e, 9f, 9g, 9h	<ul style="list-style-type: none"> • 1 touch video • ISDN10/20/30 Businessline • ISDN Dual Node • ISDN Diverse Access • Business Connect /2 • Business Options Connect • Business Premium Connect Corporate Connect 		E1/G.703
ISDN2	4a	<ul style="list-style-type: none"> • All-4-Biz • ISDN2 Businessline • ISDN2 Enhanced BusinessLine • ISDN Xpress • Business Connect / 2 • Business Options Connect • Business Premium Connect Corporate Connect 	Argent Dial Video conferencing	ISDN BRA S-BUS
DDS Low Speed	3a, Digital Baseband/Differential di-	<ul style="list-style-type: none"> • All-4-Biz (newly released) • DDS Low Speed • DDS BIN (bank 		X.21 bis, V.11

A Access Service	B ACIF C559 Deployment Class ¹	C Product Bundles ²	D Dependent retail products	E Customer Interface ³
	phase	interchange network)		
VGDL	3a	<ul style="list-style-type: none"> • PAPL • Tie Lines • Voice Links • Remote Telemetry • Telstra Secure 		-
POTS / ADSL / ADSL 2+ (for Remote Telemetry and Telstra Secure only)	3a, 6a, 6h, Various Non-Deployment Class Systems			
ATM (over copper)	1b, 9a, 9b, 9c, 9d, 9e, 9f, 9g, 9h	<ul style="list-style-type: none"> • N/A 		
Payphones	3a	<ul style="list-style-type: none"> • N/A 		

Annexure 1C

TEMPORARY SPECIAL SERVICES – WHOLESALE DIRECT SPECIAL SERVICES

Each Access Service listed in column A means the Copper Service of that name and that, where a corresponding Product Bundle is listed in column C, is used to provide that Product Bundle. The Access Service is a Direct Special Service, whether it is used to supply the listed Product Bundles or additional Product Bundles.

A Access Service	B ACIF C559 Deployment Class ⁴	C Product Bundles ⁵	D Dependent products	E Customer Interface ⁶
DDS Fastway	1b, 4a, 5, 8b, 9a, 9b, 9c, 9d, 9e, 9f, 9g, 9h	<ul style="list-style-type: none"> • DDS Fastway • DDS Flexnet • DDS Local Area Service (LAS) • N/A 		X.21, V.35, E1/G.703, HSSI
Data Access Radial	1b, 4a, 5, 8b, 9a, 9b, 9c, 9d, 9e, 9f, 9g, 9h	<ul style="list-style-type: none"> • Frame Relay 		X.21, V.35, E1/G.703, HSSI
Frame Relay	4a, 5a, 5b, 8b, 9a, 9b, 9c, 9d, 9e, 9f, 9g, 9h	<ul style="list-style-type: none"> • N/A 		X.21, V.35, E1/G.703, HSSI
Megalink	1b, 8b, 9a, 9b, 9c, 9d, 9e, 9f, 9g, 9h	<ul style="list-style-type: none"> • CRA163 – Telstra domestic tail 		E1/G.703
Wholesale Transmission – CRA163 –	1b, 8b, 9a, 9b, 9c, 9d, 9e, 9f, 9g,			E1/G.703

⁴ Refers to the ACIF C559 *Unconditioned Local Loop Service (ULLS) Network Deployment* Industry Code.

⁵ Each Product Bundle listed in column C means the product of that name as defined in Telstra's Our Customer Terms accessible at <http://www.telstra.com.au/customer-terms/> as at the Execution Date, without regard to any subsequent variation of Our Customer Terms.

⁶ Identification of a Customer Interface in column E does not restrict Telstra from changing customer interfaces over time.

A Access Service	B ACIF C559 Deployment Class ⁴	C Product Bundles ⁵	D Dependent products	E Customer Interface ⁶
Telstra domestic tail transmission capacity service	9h	transmission capacity service		
CustomNet Spectrum	3a, 4a	<ul style="list-style-type: none"> • CustomNet Spectrum 		Analogue or P-Phone
Wholesale Business DSL (W-BDSL)	9a, 9b, 9c, 9d, 9e, 9f, 9g, 9h, 9i, 9j, 9k, 9l, 9m, 9n, 9o, 9p, 9q	<ul style="list-style-type: none"> • Business Data Access Service (BDAS) 		10/100 Base-T Ethernet
ISDN10/20/30	1b, 9a, 9b, 9c, 9d, 9e, 9f, 9g, 9h	<ul style="list-style-type: none"> • ISDN10/20/30 Businessline • ISDN Dual Node 		E1/G.703
ISDN2	4a	<ul style="list-style-type: none"> • ISDN2 Businessline • ISDN2 Enhanced BusinessLine—Currently CNRs for call rates. Basic Access as per OCT. 		ISDN BRA S-BUS
DDS Low Speed	3a, Digital Baseband/Differential di-phase	<ul style="list-style-type: none"> • DDS Low Speed • DDS BIN 		X.21 bis, V.11
VGDL	3a	<ul style="list-style-type: none"> • N/A 		-
Telstra Traffic Light Service	3a	<ul style="list-style-type: none"> • N/A 		
Wholesale ATM (over copper)	1b, 9a, 9b, 9c, 9d, 9e, 9f, 9g, 9h	<ul style="list-style-type: none"> • N/A 		
ATM (Rebill) (over copper)	1b, 9a, 9b, 9c, 9d, 9e, 9f, 9g, 9h	<ul style="list-style-type: none"> • N/A 		
Customer-operated payphones	3a, 4a	<ul style="list-style-type: none"> • N/A 		

Annexure 1D

REDACTED

Annexure 1E

CUSTOMER CERTIFICATION AND VERIFICATION OF ULLS / LSS BASED SPECIAL SERVICES

This Annexure 1E sets out the process Telstra proposes to use to confirm Copper Network Wholesale Customer claims as to ULLS / or LSS Based Special Services provided by that Copper Network Wholesale Customer in the Fibre Footprint in a Rollout Region.

Verification of ULLS SIO certifications

- 1 Telstra can, with a high degree of confidence, verify the number of ULLS based services that are Service Equivalent to Direct Special Services by reference to:
 - (a) the number of ULLS services as were originated through *category D port* (less those for which there has been a FNN hand back as set out below); and
 - (b) the deployment class information for new (as opposed to ported) ULLS services.
- 2 The majority of ULLS services acquired by Copper Network Wholesale Customers have been ported away from Telstra. Services which originated through a category D port are not Service Equivalent to Direct Special Services. The exception will be those ULLS services which, after a category D port occurs, are subsequently used by the Copper Network Wholesale Customers to supply services that are Service Equivalent to Direct Special Services to an end user. For these ULLS services, the Copper Network Wholesale Customer is required to hand back to Telstra the Full National Number (**FNN**) associated with the ULLS service, as the FNN is not required in order to supply a service that is Service Equivalent to Direct Special Service. By analysing the number of FNN hand backs, Telstra will be able to determine when a category D port ULLS service has subsequently been used to supply service that are Service Equivalent to Direct Special Services.
- 3 Copper Network Wholesale Customers may also acquire a new (ie non-port) ULLS service from Telstra Wholesale in some instances. Where a new copper service is ordered for ULLS and there is no working Telstra number for the service, the Copper Network Wholesale Customers will typically issue a number from their own number range. In this circumstance, no port will occur and the category D port verification process cannot be used.
- 4 However, the deployment class information can be used in most circumstances to ascertain the types of services being provided over the new ULLS service.
- 5 The deployment class information is provided by the Copper Network Wholesale Customer at the time the service is ordered. While there are no penalties for listing the wrong deployment class, Copper Network Wholesale Customers have an incentive to list the correct information, as listing the wrong deployment class can lead to operational issues.
- 6 Normally deployment classes 6a (typically voice) and 6h (typically ADSL 2 and 2+) identify standard services, however these deployment classes are also used by a Copper Network Wholesale Customer if it provides a service that is Service Equivalent to Telstra retail Remote Telemetry or Telstra Secure services - which are Direct Special Services.
- 7 This process does not allow Telstra to verify the accuracy of claims by a Copper Network Wholesale Customer about the Direct Special Service to which a particular service is Service Equivalent.

Summary Process for verifying ULLS SIO certifications

- 8 The process described in this worked example (using entirely random SIO numbers) can be used to identify for each Copper Network Wholesale Customer the number of ULLS services which are being used by Copper Network Wholesale Customer to supply services that are Service Equivalent to Direct Special Services to end users.

	Step	SIOs
1	Number of ULLS SIOs	1000
2	Deduct all ULLS services which were category D port (less those for which there has been a FNN hand back).	(650)
3	Deduct all non-port ULLS services for which there are deployment classes 6a and 6h (less those services equivalent to Telstra's Remote Telemetry or Telstra Secure)	(100)
4	Total number of ULLS SIOs which are used to provide services that are Service Equivalent to Direct Special Services	250

- 9 From the worked example, if the customer's certified number of services that are Service Equivalent to Direct Special Services exceeds 250 by more than 10% Telstra would require the customer to reconsider its certification, pointing out the inconsistency.

Timing of ULLS / LSS Based Special Service certification and ULLS SIO verification process

- 10 Telstra will request that all Copper Network Wholesale Customers certify to Telstra, three months prior to the forecasted Region Ready for Service Date or Disconnection Commencement Date (as applicable) for a Rollout Region (or such later date as Telstra and NBN Co conclude the NBN Co Database Resolution Process in respect of all of the Premises with ULLS / LSS services in the Proposed Fibre Footprint List in that Rollout Region), a list of the Premises within the Fibre Footprint or Proposed Fibre Footprint List (referencing the NBN Location ID) within that Rollout Region in respect of which the Copper Network Wholesale Customer is using ULLS or LSS services to provide a service that is Service Equivalent to a Direct Special Service.

Prior to the Disconnection Date of a Rollout Region

- 11 Prior to the Disconnection Date of a Rollout Region, Telstra will request all Copper Network Wholesale Customers to provide Telstra by the Disconnection Date with a certified list of the Premises (referencing the NBN Location ID) within the Fibre Footprint in that Rollout Region in respect of which the Copper Network Wholesale Customer is using ULLS or LSS services to provide a service that is Service Equivalent to a Direct Special Service.
- 12 In addition, the Copper Network Wholesale Customer will be requested to certify:
- (a) the number of those services being used to provide a service that is Service Equivalent to Telstra's Remote Telemetry or Telstra Secure service; and
 - (b) for each ULLS or LSS, the service FNN for the relevant Premises, the Direct Special Service in respect of which the Carriage Service provided over that ULLS or LSS is believed by the customer to be Service Equivalent and the relevant TSS Class.
- 13 If the customer's certified number of ULLS or LSS services to provide a service that is Service Equivalent to a Direct Special Service exceeds the number verified by Telstra (in the manner set out above) by more than 10%, Telstra will point out the inconsistency and require the customer to reconsider its certification (which may include providing to Telstra other information relevant to the usage of the ULLS services).

- 14 By each anniversary of the Commencement Date the parties shall consider whether the certification and verification process should be continued taking account of the accuracy of the certifications provided by customers up until that time.

Verification of LSS SIO certifications

- 15 Copper Network Wholesale Customers may also use LSS to provide services that are Service Equivalent to Direct Special Services, but this is far less prevalent. So, whilst those services will be included as ULLS / LSS Based Special Services and Copper Network Wholesale Customers will (in accordance with clauses 10, 11, 12 and 14 of this Annexure 1E) be asked to certify the number of services that are Service Equivalent to Direct Special Services so supplied, Telstra verification of LSS certification (beyond simply querying a certified services that are Service Equivalent to Direct Special Services number which seems in any way material) will not occur.

Contracted Special Services

- 16 If a Copper Service is both a Contracted Special Service and a Temporary Special Service, and Telstra intends to provide that Copper Service after the date by which the Contracted Special Service must be Disconnected under clause 6.2(b) of the Disconnection Protocols, verification under this Annexure 1E will, if applicable, still be required (as described above).

New ULLS / LSS Based Special Services after the Disconnection Date

- 17 Prior to accepting an order from a Copper Network Wholesale Customer for the provision by Telstra of a ULLS or LSS for the provision by that customer of Carriage Services to a Premises in the Fibre Footprint in a Rollout Region after the Disconnection Date for that region, Telstra will request that the customer certifies the information described in clauses 11 and 12 of this Annexure 1E, to the extent applicable, in respect of the relevant Premises and ULLS or LSS.

Method of certification

- 18 For clarity, and without limiting its discretion as to the process for obtaining certifications in accordance with clauses 10 to 12 and 17 of this Annexure 1E, for the purposes of clauses 10 and 12, Telstra may request certifications from a Copper Network Wholesale Customer by providing that customer with a list (whether by electronic means or otherwise) of all ULLS and LSS being provided to the customer in the Fibre Footprint in the relevant Rollout Region on the relevant date and requiring the customer to certify, on an exceptions basis, which services are used to provide a service that is Service Equivalent to a Direct Special Service (together with the information required under clause 12 of this Annexure 1E to the extent applicable).