



## Subscriber Agreement

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**NBN Co Limited**

ABN 86 136 533 741

**Telstra Corporation Limited**

ABN 33 051 775 556

# **Schedule 1**

## **DISCONNECTION PROTOCOLS**

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## **OPERATIVE PROVISIONS**

### **1. INTERPRETATION**

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#### **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 or an NBN Based Service (or, for the avoidance of doubt, a Copper Network Management Service, HFC Management Service or Permitted 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).

#### **1.6 Determining the Disconnection Date for a Rollout Region**

Subject to clauses 1.7 and 1.8, the Disconnection Date for a Rollout Region is determined as follows:

- (a) in the case of an Initial Release Rollout Region or an Acquired Network Rollout Region the Disconnection Date is:
  - (i) where the Disconnection Commencement Date for that Initial Release Rollout Region or Acquired Network Rollout Region is on or before the Restatement Date, the date which is 18 months after the Disconnection Commencement Date for that Initial Release Rollout Region or Acquired Network Rollout Region; or
  - (ii) where the Disconnection Commencement Date for that Initial Release Rollout Region or Acquired Network Rollout Region is after the Restatement Date, the first date which is:
    - (A) the second Friday of a month; and

- (B) at least 18 months after the Disconnection Commencement Date for that Initial Release Rollout Region or Acquired Network Rollout Region; or
- (b) in the case of a Service Continuity Rollout Region the Disconnection Date is the first date which is:
  - (i) the second Friday of a month; and
  - (ii) at least 12 months after the Region Ready For Service Date for that Rollout Region,
 or such other date as is otherwise agreed by NBN Co and Telstra; or
- (c) in the case of any other Rollout Region the Disconnection Date is:
  - (i) where the Region Ready For Service Date for that Rollout Region is on or before the Restatement Date, the date which is 18 months after the Region Ready For Service Date for that Rollout Region; or
  - (ii) where the Region Ready For Service Date for that Rollout Region is after the Restatement Date, the first date which is:
    - (A) the second Friday of a month; and
    - (B) at least 18 months after the Region Ready For Service Date for that Rollout Region.

## 1.7 Secondary Disconnection Date proposals

- (a) Subject to clauses 1.7(b), 1.7(c) and 1.7(d), if either party reasonably anticipates that it will experience logistical and operational difficulties in a particular month because of the volume of Disconnection Dates for all Rollout Regions falling in that month, that party may propose to the other party that the Disconnection Date for some of those Rollout Regions will be the fourth Friday of the same month in which the Primary Disconnection Date occurs (**Secondary Disconnection Date**). A proposal under this clause 1.7(a) must specify for all Rollout Regions with a Primary Disconnection Date falling in that month, whether the Primary Disconnection Date or the Secondary Disconnection Date is proposed to apply to each Rollout Region.
- (b) A party may only make a proposal under clause 1.7(a) in respect of a Rollout Region to which clause 1.6(a)(ii) or 1.6(c)(ii) applies.
- (c) A party must not make a proposal under clause 1.7(a) that would result in more than 75% or less than 25% of the Rollout Regions with the same Primary Disconnection Date having a Disconnection Date that is the Secondary Disconnection Date.
- (d) Once a proposal is made by a party in respect of a Rollout Region under clause 1.7(a), the other party may not make a proposal in relation to that Rollout Region under clause 1.7(a) unless the first party has notified the other party that it has withdrawn its proposal.
- (e) The party making a proposal and notifying the other party of this proposal under this clause 1.7 must act reasonably in making and notifying that proposal, including by providing details of the relevant logistical and operational difficulties that the party anticipates that it will experience, having regard to any impact on Subscribers in a Rollout Region specified in the proposal resulting from the matters

referred to in clause 1.7(a) and considering any feedback (including as to the distribution of Rollout Regions between the Primary Disconnection Date and the Secondary Disconnection Date in a month) provided by the other party within 20 Business Days of the other party receiving the proposal.

- (f) If a party makes a proposal in respect of a Rollout Region under clause 1.7(a) it must notify the other party at least:
  - (i) 20 Business Days after making such a proposal; and
  - (ii) 9 months prior to the Primary Disconnection Date for that Rollout Region, of its final determination that the Disconnection Date for that Rollout Region will be the Primary Disconnection Date or the Secondary Disconnection Date, in which circumstances that determination will bind both parties and the Disconnection Date for that Rollout Region will be that Primary Disconnection Date or Secondary Disconnection Date as notified.
- (g) If clause 3.7 applies, the Disconnection Date of a Rollout Region is the date determined in accordance with clause 3.7, and not the Disconnection Date determined under clause 1.6 or this clause 1.7.

### **1.8 Proposal to permanently vary the arrangements for Disconnection Dates**

- (a) Either party may propose to the other party to vary the arrangements under clauses 1.6 and 1.7 on an ongoing basis (a **Disconnection Date Proposal**), provided that the Disconnection Date of each Rollout Region under any varied arrangements must always be a date which is:
  - (i) on or after the date that is 18 months; and
  - (ii) on or before the date that is 20 months,after the Disconnection Commencement Date or Region Ready For Service Date (as applicable) for the relevant Rollout Region.
- (b) Within 10 Business Days of a party receiving the Disconnection Date Proposal from the other party, the parties must meet and consider the Disconnection Date Proposal and whether to adopt it.
- (c) If the parties do not agree to the Disconnection Date Proposal within 30 Business Days of a party receiving the Disconnection Date Proposal from the other party, either party may escalate the matter to the Heads of Operations. If the Heads of Operations cannot agree to the Disconnection Date Proposal, the originally scheduled Disconnection Date for any relevant Rollout Region does not change.
- (d) The Disconnection Date of a Rollout Region cannot be changed under a Disconnection Date Proposal unless the Disconnection Date Proposal is agreed by the parties before the date that is at least 9 months prior to the originally scheduled Disconnection Date of that Rollout Region.
- (e) This clause 1.8 does not limit either party's rights to raise a Dispute at any time.

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

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### **2.1 Provision of services up to Disconnection Date**

- (a) Subject to clause 2.1(b) and 10.3, Telstra may provide Copper Services, HFC Services and Interim Services, and NBN Based Services (and for the avoidance of doubt, Copper Network Management Services, HFC Management Services and Permitted Services) to Premises in the Fixed Line 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 Fixed Line 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.
- (c) Without limiting any other right or obligation under these Disconnection Protocols, Telstra may cease to supply a Copper 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),

to a Premises within the Fixed Line Footprint in a Rollout Region in the 5 Business Day period immediately preceding and at any time after the Region Ready For Service Date but prior to the date that Telstra is required to Disconnect or Special Service Enable that Premises under these Disconnection Protocols.

### **2.2 No restriction outside the Fixed Line Footprint**

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

### **2.3 Use of Copper Network and HFC Network within the Fixed Line Footprint after the Disconnection Date**

After the Disconnection Date for a Rollout Region, subject to clause 10.3, Telstra may provide only the following Carriage Services over the Copper Network or HFC Network to Premises within the Fixed Line Footprint in that Rollout Region:

- (a) Copper Services and HFC Services which Telstra is expressly permitted to provide under clause 3.2(c)(i) or 3.2A(c)(i) but only until the date specified in clause 3.2(c)(ii) or 3.2A(c)(ii) (as relevant);
- (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) [not used] ;



- (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),
 in each case 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);
- (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; and
- (j) NBN Based Services.

#### **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) and 10.3, Telstra may only provide the following Interim Services over an Interim Network to Premises in the Fixed Line Footprint in that Rollout Region:
  - (i) Interim Services which Telstra is expressly permitted to provide under clause 3.2(c)(i) or 3.2A(c)(i) but only until the date specified in clause 3.2(c)(ii) or 3.2A(c)(ii) (as relevant);
  - (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**

#### **2.5 REDACTED**

### **3. DISCONNECTION**

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#### **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), 3.2A(c)(i) or 3.3(a)(iv), the date determined under clauses 3.2(c)(ii), 3.2(d)(ii), 3.2A(c)(ii) or

3.3(a)(v) (as applicable)), Telstra must (subject to clauses 6.4, 6.5, 8 and 10.3) Special Service Enable each Premises in the Fixed Line 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 (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), 3.2A(c)(i) or 3.3(a)(iv), as at the date determined under clauses 3.2(c)(ii), 3.2(d)(ii), 3.2A(c)(ii) or 3.3(a)(v) (as applicable)).

- (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), 3.2A(c)(i) or 3.3(a)(iv), the date determined under clauses 3.2(c)(ii), 3.2(d)(ii), 3.2A(c)(ii) or 3.3(a)(v) (as applicable)), Telstra must (subject to clauses 6.4, 6.5, 8 and 10.3) Disconnect each Premises in the Fixed Line 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 Fixed Line Footprint in that Rollout Region then Telstra must (subject to clauses 6.4, 6.5 and 8), by no later than the date specified in clauses 6.1(e), 6.2(b) or 6.5(b) (as applicable):
  - (i) if Telstra is expressly permitted to provide any Special Service to that Premises (other than the Carriage Service it is no longer expressly permitted to provide) 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.
- (f) If a Premises in the Fixed Line Footprint in a Rollout Region has no Telstra Copper Path, HFC Line, Interim Fibre Path or Interim Wireless Path at any time on and from the Service Determination Date for the Premises until the Disconnection Date for the Rollout Region in which that Premises is located, then that Premises is deemed to be Disconnected on that Disconnection Date.

### **3.2 In-Train Order Premises and Late Premises**

- (aa) Clauses 3.2(a), 3.2(b), 3.2(c), 3.2(e) and 3.2(f) do not apply to Rollout Regions with a Disconnection Date occurring in calendar year 2015 and clause 3.2A applies to those Rollout Regions instead.

#### ***(Categories of In-Train Order Premises)***

- (a) In respect of a Premises, if:
  - (i) ***(category 1)*** a valid and serviceable order for the provision to an NBN Customer of an NBN Service to that Premises has been received by NBN Co before the Disconnection Date for the Rollout Region in which

that Premises is located and that Premises is not NBN Connected as at the Disconnection Date;

- (ii) (**category 2**) it becomes NBN Connected within one month before the Disconnection Date for the Rollout Region in which that Premises is located;
- (iii) (**category 3**) a valid and serviceable order for the provision to an NBN Customer of an NBN Service to that Premises has been received by NBN Co between the Disconnection Date for the Rollout Region in which that Premises is located and that date which is 25 Business Days after the Disconnection Date (both dates inclusive); or
- (iv) (**category 4**) that Premises:
  - (A) is NBN Connected as at the Disconnection Date;
  - (B) a valid and serviceable order for the provision to an NBN Customer of one or more additional NBN Services to that Premises has been received by NBN Co before the Disconnection Date for the Rollout Region in which that Premises is located; and
  - (C) any order referred to in clause 3.2(a)(iv)(B) has not:
    - (I) resulted in a commercial wholesale NBN Service being provided in respect of that order to the Premises as at the Disconnection Date; or
    - (II) been revoked or cancelled as at the Disconnection Date,

that Premises is an **In-Train Order Premises** and the order is an **In-Train Order**.

**(NBN Co notices to Telstra)**

- (b) NBN Co must:
  - (i) on the Disconnection Date for a Rollout Region, notify Telstra of any In-Train Order Premises;
  - (ii) on the date which is 26 Business Days after the Disconnection Date for a Rollout Region, notify Telstra of any In-Train Order Premises as at the date which is 25 Business Days after that Disconnection Date;
  - (iii) (**single orders**) except where clause 3.2(b)(iv) applies, in the case of an In-Train Order:
    - (A) (**categories 1 to 3**) referred to in clauses 3.2(a)(i) to 3.2(a)(iii), notify Telstra as soon as practicable after:
      - (I) an In-Train Order Premises is NBN Connected (including those that are NBN Connected under clause 3.2(a)(ii)); or
      - (II) the In-Train Order is revoked or cancelled before NBN Connection of that In-Train Order Premises; and
    - (B) (**category 4**) referred to in clause 3.2(a)(iv), notify Telstra as soon as practicable after that In-Train Order has either:
      - (I) resulted in a commercial wholesale NBN Service being provided in respect of that In-Train Order Premises that is

not provided in connection with the Development Program or as part of any pilot, trial or test provision of services; or

- (II) been revoked or cancelled; and
- (iv) (**multiple orders**) where there is more than one In-Train Order for a Premises, notify Telstra as soon as practicable after all of those In-Train Orders have either:
  - (A) resulted in a commercial wholesale NBN Service being provided in respect of that In-Train Order Premises that is not provided in connection with the Development Program or as part of any pilot, trial or test provision of services; or
  - (B) been revoked or cancelled.

**(Disconnection and Special Service Enabling of In-Train Order Premises)**

- (c) For each In-Train Order Premises notified by NBN Co to Telstra under clause 3.2(b)(i) or 3.2(b)(ii) 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)(iii)(A), 3.2(b)(iii)(B) or 3.2(b)(iv) (as applicable); and
    - (B) a date which is at least 120 Business Days after that Disconnection Date and no more than 130 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)(iii)(A), 3.2(b)(iii)(B) or clause 3.2(b)(iv) (as applicable); and
    - (B) a date which is at least 120 Business Days after that Disconnection Date and no more than 130 Business Days after that 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.

**(Late Premises)**

- (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 45 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 the Premises becomes an In-Train Order 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 45 Business Days after that Disconnection Date; and
  - (iii) 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.

***(Interaction System)***

- (e) If Telstra and NBN Co provide in IT Documents 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, consents or other communications 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).

**3.2A In-Train Order Premises in Rollout Regions with Disconnection Dates in 2015 only**

- (aa) This clause 3.2A applies only to Rollout Regions with a Disconnection Date occurring in calendar year 2015 and clauses 3.2(a), 3.2(b), 3.2(c), 3.2(e) and 3.2(f) apply to all other Rollout Regions. Clause 3.2(d) applies to all Rollout Regions.

***(Categories of In-Train Order Premises)***

- (a) In respect of a Premises, if:
  - (i) (**category 1**) a valid and serviceable order for the provision to an NBN Customer of an NBN Service to that Premises has been received by NBN Co before the Disconnection Date for the Rollout Region in which that Premises is located and that Premises is not NBN Connected as at the Disconnection Date;

- (ii) (**category 2**) it becomes NBN Connected within the three months before the Disconnection Date for the Rollout Region in which that Premises is located;
- (iii) (**category 3**) a valid and serviceable order for the provision to an NBN Customer of an NBN Service to that Premises has been received by NBN Co between the Disconnection Date for the Rollout Region in which that Premises is located and that date which is 25 Business Days after the Disconnection Date (both dates inclusive); or
- (iv) (**category 4**) that Premises:
  - (A) is NBN Connected as at the Disconnection Date;
  - (B) a valid and serviceable order for the provision to an NBN Customer of one or more additional NBN Services to that Premises has been received by NBN Co before the Disconnection Date for the Rollout Region in which that Premises is located; and
  - (C) any order referred to in clause 3.2A(a)(iv)(B) has not:
    - (I) resulted in a commercial wholesale NBN Service being provided in respect of that order to the Premises as at the Disconnection Date; or
    - (II) been revoked or cancelled as at the Disconnection Date,

that Premises is an **In-Train Order Premises** and the order is an **In-Train Order**.

**(NBN Co notices to Telstra)**

- (b) NBN Co must:
  - (i) on the Disconnection Date for a Rollout Region, notify Telstra of any In-Train Order Premises;
  - (ii) on the date which is 26 Business Days after the Disconnection Date for a Rollout Region, notify Telstra of any In-Train Order Premises as at the date which is 25 Business Days after that Disconnection Date;
  - (iii) (**single orders**) except where clause 3.2A(b)(iv) applies, in the case of an In-Train Order:
    - (A) (**categories 1 to 3**) referred to in clauses 3.2A(a)(i) to 3.2A(a)(iii), notify Telstra as soon as practicable after:
      - (I) an In-Train Order Premises is NBN Connected (including those that are NBN Connected under clause 3.2A(a)(ii)); or
      - (II) the In-Train Order is revoked or cancelled before NBN Connection of that In-Train Order Premises; and
    - (B) (**category 4**) referred to in clause 3.2A(a)(iv), notify Telstra as soon as practicable after that In-Train Order has either:
      - (I) resulted in a commercial wholesale NBN Service being provided in respect of that In-Train Order Premises that is not provided in connection with the Development Program or as part of any pilot, trial or test provision of

services; or

- (II) been revoked or cancelled;

provided that NBN Co is not required to give a notice under clause 3.2A(b)(iii)(A)(II) or clause 3.2A(b)(iii)(B)(II) in relation to an In-Train Order Premises before the date which is 26 Business Days after the Disconnection Date for the relevant Rollout Region; and

- (iv) (**multiple orders**) where there is more than one In-Train Order for a Premises:

- (A) in the case of not all of those In-Train Orders being revoked or cancelled, notify Telstra as soon as practicable after the last outstanding In-Train Order has either:

- (I) resulted in a commercial wholesale NBN Service being provided in respect of that In-Train Order Premises that is not provided in connection with the Development Program or as part of any pilot, trial or test provision of services; or

- (II) been revoked or cancelled; or

- (B) in the case of all of those In-Train Orders being revoked or cancelled, notify Telstra as soon as practicable (but not before the date which is 26 Business Days after the Disconnection Date for the relevant Rollout Region) after all of those In-Train Orders have been revoked or cancelled.

***(Disconnection and Special Service Enabling of In-Train Order Premises)***

- (c) For each In-Train Order Premises notified by NBN Co to Telstra under clause 3.2A(b)(i) or 3.2A(b)(ii) 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 any notice referred to in clauses 3.2A(b)(iii)(A)(II), 3.2A(b)(iii)(B)(II) or 3.2A(b)(iv)(B) (where applicable), but not in relation to any notice referred to in other provisions of clause 3.2A(b); and

- (B) a date which is at least 120 Business Days after that Disconnection Date and no more than 130 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 any notice

referred to in clauses 3.2A(b)(iii)(A)(II), 3.2A(b)(iii)(B)(II) or 3.2A(b)(iv)(B) (where applicable) but not in relation to any notice referred to in other provisions of clause 3.2A(b); and

- (B) a date which is at least 120 Business Days after that Disconnection Date and no more than 130 Business Days after that Disconnection Date; and
- (iii) provided that Telstra complies with clause 3.2A(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 3.2A(c)(ii) is deemed to have occurred on the Disconnection Date for the Rollout Region in which that In-Train Order Premises is located.

**(Interaction System)**

- (d) If Telstra and NBN Co provide in IT Documents agreed pursuant to Part E of the Implementation and Interpretation Deed that a notice under this clause 3.2A 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 3.2A.
- (e) Unless and until a specific Interaction System described in clause 3.2A(d) 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, consents or other communications under this clause 3.2A 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 Fixed Line Footprint after the Region Ready For Service Date**

- (a) If:
  - (i) a Premises is added to the Fixed Line 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 Fixed Line 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 Fixed Line Footprint); and
    - (B) the date which is 18 months after the date that Telstra is notified that the Premises is added to the Fixed Line 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 Fixed Line Footprint); and
    - (B) the date which is 18 months after the date that Telstra is notified that the Premises is added to the Fixed Line 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 or 3.2A (as relevant) 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 or 3.2A (as relevant) 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 Fixed Line 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 Fixed Line 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 Fixed Line 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 [Not used]**

**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 anticipated 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 MACI.

### **3.8 [Not used]**

### **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

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### 4.1 Path Disconnection conditions for Telstra Copper Paths

- (a) A Telstra Copper Path is Path Disconnected if:
- (i) the status of each Carriage Service that was provided over that Telstra Copper Path prior to Path Disconnection, and that Telstra 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 Telstra Copper Path and has the following effects and consequences:
      - (I) it ensures the Telstra 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 Telstra Copper Path is not possible; and
      - (III) it ensures the Telstra 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 Telstra Copper Paths over which ULLS or LSS were provisioned, there is no Wholesale Cable Jumper for the Telstra Copper Path;
  - (iii) there is no Dial Tone (including no soft dial tone) over that Telstra Copper Path;
  - (iv) there is no active DSL port at the DSLAM for that Telstra Copper Path;
  - (v) the Configuration Data is configured so as to prevent that Telstra Copper Path carrying Communications to any Premises over the Copper Network;
  - (vi) any Premises to which that Telstra Copper Path is connected is NPAMS Blocked from that Telstra Copper Path; and
  - (vii) without limiting any of the foregoing:
    - (A) no Carriage Service or Content Service is provided over that Telstra Copper Path; and
    - (B) no Communications can be delivered over the Telstra Copper Path to any Premises.
- (b) A Telstra 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 Telstra 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 in any Telstra system or database with a Premises except in respect of Permitted Services, HFC Management Services, NBN Services or NBN Based Services; and
    - (II) it ensures the HFC Line cannot be available to Telstra to enable Telstra (or permit third parties) to deliver any Communications to or from a Premises other than Permitted Services, HFC Management Services, NBN Services or NBN Based 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:
  - (A) where the service record is recorded in SERVICEINV, marked as "ceased"; or
  - (B) where the service record is recorded in MOBY/BPI, marked as "closed",and which:
  - (C) is identifiable by a person as "disconnected" (by being marked as "ceased" (in SERVICEINV) or "closed" (in MOBY/BPI) (as relevant));
  - (D) prevents the provision of the HFC Service over the HFC Line; and
  - (E) 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 SERVICEINV and/or MOBY/BPI 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, HFC Management Service, NBN Service or NBN Based 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**) to another Premises 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) If a Subscriber acquired an HFC Service at the First Premises and they inform Telstra that they have moved to the Second Premises, then Telstra must perform a service qualification check and prevent the provision of Carriage Services other than Permitted Services, HFC Management Services, NBN Services or NBN Based Services over an HFC Line in the Second Premises.

#### 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 Fixed Line 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 Telstra 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 Telstra 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 Telstra 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 Telstra 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 Telstra 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 NPAMS Blocked 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 NPAMS Blocked 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. NOT USED

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

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### 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 Fixed Line 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 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 Based Special Services)**,  
  
(together, the **Temporary Special Services**), including to provide to Premises in the Fixed Line Footprint in a Rollout Region new Temporary Special Services that were not provided as at the Disconnection Date.
- (b) Telstra will use the processes set out in Annexure 1E to confirm with each Copper Network Wholesale Customer:
- (i) the ULLS that are used by that 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 Copper Network Wholesale Customer over those ULLS to Subscribers that are Service Equivalent to Direct Special Services (and if so, which of those Direct Special Services).
- (c) After the relevant Disconnection Date for a Rollout Region, Telstra will not be permitted to continue providing a ULLS (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 Based Special Service to the relevant Premises (and the Direct Special Service in respect of which that ULLS 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 (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 Based

Special Service to the relevant Premises (and the Direct Special Service in respect of which that ULLS 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 Fixed Line 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 Fixed Line 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 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 Fixed Line 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, including to provide to Premises in the Fixed Line Footprint in a Rollout Region new Contracted Special Services that were not provided at the Disconnection Date for that Rollout Region.
- (b) Telstra must not use the Copper Network to provide any Contracted Special Service to any Premises in a Rollout Region on and from the later of:
  - (i) 20 Business Days 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 Fixed Line Footprint:
  - (i) the Carriage Services which are required and are used only to enable the:
    - (A) 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**); or
    - (B) Ellenbrook 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 (including, for the avoidance of doubt, any variation, extension or replacement of such a contract provided such variation, extension or replacement complies with the Spectrum Management Plan and does not extend the term of the contract beyond the Pay TV End Date);
    - (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 (including, for the avoidance of doubt, any variation, extension or replacement of such a contract provided such variation, extension or replacement complies with the Spectrum Management Plan and does not extend the term of the contract beyond the Pay TV End Date); 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,
- (b) Telstra must not use the HFC Network to provide any Permitted Services to any Premises in the Fixed Line Footprint after the Pay TV End Date.
- (c) Subject to clause 6.3(b) Telstra is entitled to provide the Permitted Services until a date determined at its discretion and may (for the avoidance of doubt) renew or extend any contractual obligation to provide a Permitted Service, without the prior written consent of NBN Co.

### 6.4 Copper Network Management Services and HFC Management Services

Subject to clause 4.2 of the HFC Access Service Module, Telstra is permitted to provide, and there is no requirement for Telstra to Disconnect or remove, any Copper Network Management Service or HFC Management Service.

## **6.5 Disconnections prevented by law**

If, prior to the Disconnection of a Premises in a Rollout Region, Telstra is prevented by the Final Migration Plan or other law from Disconnecting that Premises on or after 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 the Final Migration Plan or other 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 20 Business Days after the date that Telstra ceases to be prevented by the Final Migration Plan or other 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**

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**REDACTED**

## **8. RECONNECTION BY TELSTRA**

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### **8.1 Right of Telstra to Reconnect Unavailable Premises**

After the Region Ready For Service Date or Disconnection Commencement Date (as applicable) for a Rollout Region, Telstra may:

- (a) Reconnect Telstra Copper Paths (excluding any Telstra Copper Path that is wholly or partly built over an NBN Co Copper Line), HFC Lines owned by Telstra or a Related Entity of Telstra, Interim Wireless Paths and Interim Fibre Paths to Unavailable Premises within that Rollout Region; and
- (b) provide Copper Services, HFC Services and Interim Services to Unavailable Premises within that Rollout Region using the HFC Lines or Telstra Copper Paths Reconnected under clause 8.1(a),

upon the occurrence of Material Unavailability of the NBN in that Rollout Region, but only until the date 20 Business Days after NBN Co notifies Telstra that the Material Unavailability of the NBN in respect of the relevant component part of the NBN Co Fixed Line Network in that Rollout Region has ceased. For the avoidance of doubt, this clause 8.1 does not apply to any Premises in the Fixed Line Footprint in a Rollout Region that is not an Unavailable Premises.

## **8.2 Disconnection after the end of a Material Unavailability of the NBN**

If Telstra has exercised its rights to Reconnect 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 in respect of Unavailable Premises in that Rollout Region has ceased, Telstra must, for each Unavailable Premises in that Rollout Region:

- (a) 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
- (b) in any other case, Disconnect that Premises,

and must ensure that each such Premises remains Special Service Enabled or Disconnected (as applicable), provided that Telstra must ensure that such Disconnection and Special Service Enabling takes place so as to be completed by the date 20 Business Days after NBN Co notifies Telstra that the Material Unavailability of the NBN in respect of Unavailable Premises in that Rollout Region has ceased.

## **8.3 Right of Telstra to Reconnect 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 Telstra Copper Paths (excluding any Telstra Copper Path that is wholly or partly built over an NBN Co Copper Line), HFC Lines owned by Telstra or a Related Entity of Telstra, Interim Wireless Paths and Interim Fibre Paths to Premises; and
- (b) Telstra may provide Interim Services, Copper Services and HFC Services.

## **8.4 Right of Telstra to Reconnect for a limited period**

In respect of a Premises in the Fixed Line Footprint for a Rollout Region, after the Region Ready For Service Date or Disconnection Commencement Date (as applicable) for that Rollout Region but before the date Telstra is required to Disconnect or Special Service Enable that Premises under these Disconnection Protocols, Telstra may, subject to clause 8.5 and without limiting Telstra's rights under clauses 6.1 and 6.2:

- (a) Reconnect Telstra Copper Paths, HFC Lines, Interim Wireless Paths and Interim Fibre Paths to that Premises; and
- (b) provide Copper Services, HFC Services and Interim Services to that Premises using the Telstra Copper Paths, HFC Lines, Interim Wireless Paths or Interim Fibre Paths Reconnected under clause 8.4(a),

in any of the following circumstances:

- (c) where Telstra inadvertently Path Disconnected or Line Disconnected a Telstra Copper Path, HFC Line, Interim Wireless Path or Interim Fibre Path to that Premises when Telstra intended to Path Disconnect or Line Disconnect a different Telstra Copper Path, HFC Line, Interim Wireless Path or Interim Fibre Path;
- (d) where Telstra inadvertently Path Disconnected or Line Disconnected a Telstra Copper Path, HFC Line, Interim Wireless Path or Interim Fibre Path to that Premises before the date on which Telstra intended to Path Disconnect or Line Disconnect that Telstra Copper Path, HFC Line, Interim Wireless Path or Interim Fibre Path;
- (e) where that Premises is not NBN Serviceable at the time it is Disconnected or

Special Service Enabled or that Premises ceases to be NBN Serviceable after it is Disconnected or Special Service Enabled, provided that that Premises is still not NBN Serviceable at the time of the Reconnection by Telstra;

- (f) where all of the following are satisfied:
  - (i) a Subscriber at that Premises is a Priority Customer;
  - (ii) that Premises is not NBN Connected; and
  - (iii) the Carriage Service Provider that wishes to provide a Carriage Service to the Priority Customer notifies Telstra, or where the Priority Customer is Telstra's own Subscriber, NBN Co notifies Telstra, that NBN Co is unable to NBN Connect that Premises within the applicable time periods for connection of Priority Customers as set out in the Priority Assistance Code or (in respect of Service Class 3 Premises only) the applicable time periods for connection of Priority Customers located at Service Class 3 Premises set out in the Supply Terms, whichever is the shorter time period; or
- (g) where:
  - (i) NBN Co notifies Telstra that NBN Co has received a valid and serviceable order for the provision to an NBN Customer of an NBN Service to that Premises, but that due to an error in service classification by NBN Co, NBN Co is unlikely to complete the order within 15 Business Days of receiving the order (including where the Premises is found to not be NBN Serviceable); and
  - (ii) no new Copper Line or HFC Line needs to be built to the Premises for Telstra to supply a Carriage Service.

#### **8.5 Disconnection after Reconnection in accordance with clause 8.4**

If Telstra has exercised its rights to Reconnect Telstra Copper Paths, HFC Lines, Interim Wireless Paths and Interim Fibre Paths to a Premises or provide Copper Services, HFC Services and/or Interim Services to a Premises under clause 8.4, then Telstra must:

- (a) 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
- (b) in any other case, Disconnect that Premises,

in accordance with these Disconnection Protocols (including at the times required by, and subject to the exceptions in, these Disconnection Protocols) and must ensure that each such Premises remains Special Service Enabled or Disconnected (as applicable).

#### **8.6 Costs of Reconnection**

Telstra is liable for all costs and expenses relating to Reconnection under clauses 8.1 or 8.3 or 8.4 and any subsequent Disconnection under clause 8.2 or 8.5.

#### **8.7 REDACTED**



**9. REDACTED**

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**9.1 REDACTED**

**9.2 REDACTED**

**9.3 REDACTED**

**10. MDU COMMON AREAS**

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**10.1 Interpretation of this clause 10**

- (a) For the avoidance of doubt, this clause 10:
  - (i) applies to any location in a Rollout Region which is an MDU Common Area (including any locations within that MDU Common Area); and
  - (ii) does not apply to any Telstra Copper Path, HFC Line, Interim Fibre Path and Interim Wireless Path which provides Copper Services, HFC Services or Interim Services to Premises in an MDU Building other than the MDU Common Area (even if that Telstra Copper Path, HFC Line, Interim Fibre Path or Interim Wireless Path passes through the MDU Common Area, for example where the communications room for the MDU Building forms part of the MDU Common Area).
- (b) In the event of any inconsistency between this clause 10 and any other provision in any Definitive Agreement, this clause 10 prevails to the extent of the inconsistency.

**10.2 REDACTED**

**10.3 Disconnection of MDU Common Areas**

- (a) By no later than the date which is 20 Business Days after the End of the Rollout Date, Telstra must notify NBN Co of the list of MDU Common Areas which as at the End of the Rollout Date are not included within the Fixed Line Footprint in a Rollout Region but which are located within MDU Buildings containing a Premises which, as at the End of the Rollout Date, NBN Co has Passed and which are in Rollout Regions in respect of which the Region Ready For Service Date or Disconnection Commencement Date (as applicable) (or, in the case of an Acquired Network Rollout Region in respect of which clause 8.2(d) of the Subscriber Agreement applies, the Deemed Commencement Date) has occurred.
- (b) NBN Co must include the MDU Common Areas notified by Telstra under clause 10.3(a) in the Fixed Line Footprint.
- (c) Subject to clause 2.1(b), Telstra may provide:
  - (i) Copper Services, HFC Services, Interim Services and Permitted Services to an MDU Common Area in the Fixed Line Footprint in a Rollout Region up to the date that is 24 months after the End of the Rollout Date; and
  - (ii) Special Services to an MDU Common Area in the Fixed Line Footprint in a Rollout Region which Telstra is expressly permitted to provide under clauses 6.1 or 6.2 (or would have been permitted to provide other than because of the effect of clause 6.1(e), clause 6.1(f) or clause 6.1(g)(i)) until the later of:
    - (A) the date that is 24 months after the End of the Rollout Date; and

- (B) in the case of a Temporary Special Service for a TSS Class, the Temporary Special Service Disconnection Date for that TSS Class or in the case of a Contracted Special Service, the date that is 20 Business Days after the date that Telstra is no longer required to continue to provide that Contracted Special Service under the relevant CSS Contract.
- (d) Telstra must (subject to clauses 6.1, 6.2, 6.4, 6.5, 8 and 10.3(c)(ii)) following the disconnection or cancellation of all Copper Services, HFC Services and Interim Services provided to an MDU Common Area in the Fixed Line Footprint in a Rollout Region in which the Disconnection Commencement Date or Region Ready For Service Date has occurred, Disconnect that MDU Common Area.
- (e) On or before the later of the date that is 24 months after the End of the Rollout Date and the date that is 20 Business Days after the Disconnection Date for the relevant Rollout Region, Telstra must (subject to clauses 6.4, 6.5, 8 and 10.3(c)(ii)) Special Service Enable each MDU Common Area:
  - (i) which as at the End of the Rollout Date is included within the Fixed Line Footprint in a Rollout Region in respect of which either:
    - (A) the Relevant Date has occurred;
    - (B) (except where the event in paragraph (a) of the definition of "End of the Rollout Date" has occurred) the Asset Transfer Date has occurred; or
    - (C) (except where the event in paragraph (a) of the definition of "End of the Rollout Date" has occurred) NBN Co has issued either a Commencement Notice or a Notice for Build and Network Interconnection (except where the DDD for the Rollout Region has lapsed before the Relevant Date); or
  - (ii) which as at the End of the Rollout Date is not included within the Fixed Line Footprint in a Rollout Region but which is located within an MDU Building containing a Premises which, as at the End of the Rollout Date, NBN Co has Passed and is in a Rollout Region in respect of which either:
    - (A) the Relevant Date has occurred;
    - (B) (except where the event in paragraph (a) of the definition of "End of the Rollout Date" has occurred) the Asset Transfer Date has occurred; or
    - (C) (except where the event in paragraph (a) of the definition of "End of the Rollout Date" has occurred) NBN Co has issued either a Commencement Notice or a Notice for Build and Network Interconnection (except where the DDD for the Rollout Region has lapsed before the Relevant Date),

in respect of which Telstra is expressly permitted to provide Special Services in accordance with clause 10.3(c)(ii) and in fact provides such Special Services as at the later of the date that is 24 months after the End of the Rollout Date and the date that is 20 Business Days after the Disconnection Date for the relevant Rollout Region.

- (f) On or before the later of the date that is 24 months after the End of the Rollout Date and the date that is 20 Business Days after the Disconnection Date for the

relevant Rollout Region, Telstra must (subject to clauses 6.4, 6.5, 8 and 10.3(c)(ii)) Disconnect each MDU Common Area:

- (i) which as at the End of the Rollout Date is included within the Fixed Line Footprint in a Rollout Region in respect of which either:
  - (A) the Relevant Date has occurred;
  - (B) (except where the event in paragraph (a) of the definition of "End of the Rollout Date" has occurred) the Asset Transfer Date has occurred; or
  - (C) (except where the event in paragraph (a) of the definition of "End of the Rollout Date" has occurred) NBN Co has issued either a Commencement Notice or a Notice for Build and Network Interconnection (except where the DDD for the Rollout Region has lapsed before the Relevant Date); or
- (ii) which as at the End of the Rollout Date is not included within the Fixed Line Footprint in a Rollout Region but which is located within an MDU Building containing a Premises which, as at the End of the Rollout Date, NBN Co has Passed and is in a Rollout Region in respect of which either:
  - (A) the Relevant Date has occurred;
  - (B) (except where the event in paragraph (a) of the definition of "End of the Rollout Date" has occurred) the Asset Transfer Date has occurred; or
  - (C) (except where the event in paragraph (a) of the definition of "End of the Rollout Date" has occurred) NBN Co has issued either a Commencement Notice or a Notice for Build and Network Interconnection (except where the DDD for the Rollout Region has lapsed before the Relevant Date),

other than those MDU Common Areas referred to in clause 10.3(e).

- (g) Subject to clauses 6.1, 6.2, 6.4, 6.5, 8 and 10.3(c)(ii), Telstra must ensure that from the date that an MDU Common Area is Disconnected under this clause 10.3, that MDU Common Area remains Disconnected.
- (h) Subject to clauses 6.1, 6.2, 6.4, 6.5, 8 and 10.3(c)(ii), Telstra must ensure that from the date that an MDU Common Area is Special Service Enabled under this clause 10.3, that MDU Common Area remains Special Service Enabled.
- (i) **REDACTED**

#### **10.4 REDACTED**