

# Required Measure 5(D) – Disconnection Process for Special Services and Special Service Inputs for the Access Service Families DDS Fastway, Data Access Radial, Megalink, Frame Relay, ISDN 2 and ISDN10/20/30

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## 1 Background

Telstra has announced that it has decided to exit DDS Fastway, Data Access Radial, Megalink, Frame Relay, ISDN2 and ISDN10/20/30 products across all geographic regions for wholesale and retail customers due to platform obsolescence issues. Telstra intends that the product exits will occur in line with the NBN fixed network rollout until the final exit date applicable to the relevant Access Service Family occurs.

Consistent with Telstra's product exit announcement, Telstra has applied a 'stop sell' across the affected Access Service Families. This Required Measure 5(D) applies to the:

- (a) Access Service Families DDS Fastway, Data Access Radial, Megalink, Frame Relay and all Special Service Inputs that are Service Equivalent to those SS Classes (**Covered DDS Fastway, Data Access Radial, Megalink, Frame Relay Access Service Families**); and
- (b) Access Service Families ISDN2 and ISDN10/20/30 and all Special Service Inputs that are Service Equivalent to those SS Classes (**Covered ISDN Access Service Families**),

together, the **Covered Access Service Families**. Therefore, the 'stop sell' and Final Sunset Exit arrangements in this Required Measure 5(D) apply to all the Covered Access Service Families. The Final Sunset Exit arrangements will occur at different points for the Covered Access Services Families, irrespective of the geographic region in which the Service is located or the access technology used or proposed to be used to connect these services to the nbn.

This Required Measure 5(D) also sets out additional disconnection processes that only apply to the following SS Classes:

- (a) DDS Fastway (P), (B) and (N), Data Access Radial (P), (B) and (N), Megalink (P), (B) and (N) and all Special Service Inputs that are Equivalent to those SS Classes (**DDS Fastway, DAR and Megalink Products**);
- (b) Frame Relay (P), (B) and (N), ISDN2 (P), (B) and (N) and ISDN10/20/30 (P), (B) and (N) and all Special Service Inputs that are Service Equivalent to those Special Service Classes (**Frame Relay and ISDN Products**); and
- (c) ISDN2 (C) and ISDN10/20/30 (C) and all Special Service Inputs that are Service Equivalent to those Special Service Classes (**ISDN (C) Products**),

referred to together in this Required Measure 5(D) as the **Covered SS Classes**.

In accordance with clause 22.1(b) of the Plan, the Disconnection Dates for the Covered SS Classes are:

- (a) 31 May 2019, for the DDS Fastway, DAR and Megalink Products;
- (b) 30 September 2019, for the Frame Relay and ISDN Products (other than the ISDN (C) Products); and
- (c) 31 May 2022, for the ISDN (C) Products

each a **Special Services Disconnection Date**.

Except where remaining services are subject to service disconnection as part of a Final Sunset Exit, the disconnection processes set out in this Required Measure 5(D) apply to services in the Covered SS Classes only.

Direct Special Services of a Covered SS Class and Special Service Inputs that are Service Equivalent to a Covered SS Class supplied to Premises within a Rollout Region with a Disconnection Date on or before the relevant Special Services Disconnection Date (which do not fall within one of the exceptions set out below) are referred to as “**Covered Special Services**”.

For the avoidance of doubt:

- (a) the Disconnection Date for any remaining ISDN10/20/30 (P), (B) and (N) and all Special Service Inputs that are Service Equivalent to those Special Service Classes that are within the Covered ISDN Access Service Families will be the subsequent Disconnection Dates for the respective Rollout Regions until the Final ISDN Exit Date;
- (b) the Disconnection Date for all remaining Special Services and Special Services Inputs in the Covered ISDN Access Service Families (including any remaining ISDN10/20/30 (P), (B) and (N) and all Special Service Inputs that are Service Equivalent to those Special Service Classes that have not been disconnected by the Final ISDN Exit Date and any ISDN (C) Products) within the Covered ISDN Access Service Families is the Final ISDN Exit Date (including those not in the Covered SS Classes but that are still within the Covered ISDN Access Service Families);
- (c) the Final Sunset Exit, and the Final ISDN Exit Date, for the Covered ISDN Access Service Families aligns with the Special Services Disconnection Date for the ISDN (C) Products;
- (d) the Disconnection Date for any remaining DDS Fastway, DAR, Megalink or Frame Relay Products and all Special Service Inputs that are Service Equivalent to those Special Service Classes that are within the Covered DDS Fastway, Data Access Radial, Megalink, Frame Relay Access Service Families will be the subsequent Disconnection Dates for the respective Rollout Regions until the Final Non-ISDN Exit Date; and
- (e) the Disconnection Date for all remaining Special Services and Special Services Inputs in the Covered DDS Fastway, Data Access Radial, Megalink, Frame Relay Access Service Families is the Final Non-ISDN Exit Date (including those not in the Covered SS Classes but that are still within the Covered DDS Fastway, Data Access Radial, Megalink, Frame Relay Access Service Families).

The Final ISDN Exit Date and Final Non-ISDN Exit Date has been triggered by underlying technologies and platforms that support these Products ceasing to be being supported by the relevant vendors.

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## 2 Application

### 2.1 Application of this Required Measure 5(D)

- (a) For clarity, this disconnection process only applies to the Access Service Families DDS Fastway, Data Access Radial, Megalink, Frame Relay, ISDN2 and ISDN10/20/30.
- (b) The 'stop sell' and Final Sunset Exit provisions (as modified for the particular Covered Access Service Families) in this Required Measure 5(D) apply to all Special Services and Special Service Inputs in the Covered Access Service Families.
- (c) The disconnection arrangements set out in clauses 3.1, 6, 7, 7A, 9 and 10 of this Required Measure 5(D) apply to the Covered SS Classes only.
- (d) Where Telstra supplies a SS Class of the same name to both Wholesale and Retail Customers, this disconnection process applies to both SS Classes.
- (e) Special Service Inputs that are Service Equivalent to the Covered SS Classes have been certified by Wholesale Customers using the codes NI, NM, NN, ND, NF, NL, HL, HD, HF, HI, HM, and HN.

### 2.2 Exceptions to this Required Measure 5(D)

- (a) The following are exceptions to the Disconnection Process in this Required Measure 5(D):
  - (i) subject to clause 3.3(a), Double-Ended Special Services, unless and until the later of the dates by which Telstra is required to disconnect the Premises at the A end or the Premises at the B end of the Double-Ended Special Service in accordance with clauses 22.8, 22.9 and 22.11 of the Plan and clause 10.7(b) of this Required Measure 5(D); and
  - (ii) subject to clause 3.3(a), Direct Special Services and Special Service Inputs of a Covered SS Class that terminate at an MDU Common Area, which will be disconnected in accordance with clause 1.4 of the Plan.

### 2.3 Application of this Required Measure 5(D) is dependent on data from NBN Co and may be subject to change

- (a) The application of the disconnection processes in this Required Measure 5(D) to a particular Premises within a Rollout Region is based on the most current information Telstra has received from NBN Co about the underlying Access Technology NBN Co has used or proposes to use to make an individual Premises NBN Serviceable at the time a relevant assessment under this Required Measure is made. The application of this Required Measure 5(D) to a particular Premises may subsequently change as Telstra receives further information from NBN Co, for example if the Premises becomes a Changed Technology SS Premises or Delayed Notification SS Premises.

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## 3 Disconnection arrangements

### 3.1 Disconnection Dates for each Covered SS Class of Direct Special Service

- (a) The Disconnection Date for each Covered Special Service is the relevant Special Services Disconnection Date as set out in clause 1 of this Required Measure 5(D).
- (b) Subject to clauses 3.1(c) to (e) and clauses 3.3(a) and 3.4(a) of this Required Measure 5(D), as part of this product exit, in accordance with clauses 22.8 and 22.9 of the Plan if a Direct Special Service or Special Service Input in a Covered SS Class is supplied in a Rollout Region with a Disconnection Date that is after the relevant Special Services Disconnection Date for a Covered SS Class, the standard rules for disconnecting the Services will apply to the Direct Special Services and Special Service Inputs in that Covered SS Class supplied to a Premises in that Rollout Region as they apply to any other Copper Services that are not Special Services supplied to a Premises in that Rollout Region.
- (c) Subject to clauses 3.3(a) and 3.4(a), where after the date that is 6 months before the Disconnection Date for a Rollout Region NBN Co notifies Telstra of a change in the Access Technology used or proposed to be used to make a Premises within the Fixed Line Footprint in that Rollout Region NBN Serviceable (**Access Technology Change Notification**) and, as a result, Telstra is entitled to continue to supply the Direct Special Service and Special Service Inputs in a Covered SS Class in accordance with clause 22.13 of the Plan, Telstra will disconnect the Direct Special Service and Special Service Inputs in a Covered SS Class in accordance with clause 10.3 of this Required Measure 5(D).
- (d) Subject to clauses 3.3(a) and 3.4(a), where after the date that is 6 months before the Disconnection Date for a Rollout Region NBN Co first notifies Telstra of the Access Technology it has used or proposes to use to make the Premises within the Fixed Line Footprint in that Rollout Region NBN Serviceable (Delayed Access Technology Notification) and Telstra is entitled to continue to supply the Direct Special Service and Special Service Inputs in a Covered SS Class in accordance with clause 22.13A of the Plan, Telstra will disconnect the Direct Special Service and Special Service Inputs in a Covered SS Class in accordance with clause 10.3A of this Required Measure 5(D).
- (e) Where a Relevant Atomic Service is supplied to a Critical Infrastructure Premises, Telstra will disconnect the Relevant Atomic Service in accordance with clause 10.7 of this Required Measure 5(D).

### 3.2 Final Sunset Exit (applies to all Services in a Covered Access Service Family)

- (a) Telstra has announced that it intends to exit any remaining Direct Special Services and Special Service Inputs in a Covered Access Service Family on a national basis, across both Telstra Wholesale and Telstra Retail Business Units. This means that Direct Special Services and Special Service Inputs in a Covered Access Service Family that are not already disconnected as at the Final ISDN Exit Date or Final Non-ISDN Exit Date (as relevant) will be exited at the Final ISDN Exit Date or Final Non-ISDN Exit Date (as relevant), and those services disconnected, irrespective of:
  - (i) whether the Direct Special Service or Special Service Input is supplied to a Premises within or outside of the Fixed Line Footprint for a Rollout Region and regardless of the Rollout Region within which a particular Premises is located;

- (ii) the Access Technology that NBN Co has notified Telstra it has used or proposes to use to make a Premises within the Fixed Line Footprint in a Rollout Region NBN Serviceable; and
- (iii) whether NBN Co introduces a new type of Access Technology to make Premises NBN Serviceable,

**(Final Sunset Exit).**

### **3.3 Final Exit Date for Covered ISDN Access Service Families (applies to all Services in a Covered ISDN Access Service Family)**

- (a) The date for the Final Sunset Exit of the Covered ISDN Access Service Families is 31 May 2022 (**Final ISDN Exit Date**). This means that all Services within the Covered ISDN Access Service Families that are not already disconnected, and which remain active on the Final Sunset Exit Date, will be exited at the Final ISDN Exit Date and those services disconnected in accordance with clause 11 of this Required Measure 5(D), irrespective of:
  - (i) whether the Direct Special Service or Special Service Input is supplied to a Premises within or outside of the Fixed Line Footprint for a Rollout Region and regardless of the Rollout Region within which a particular Premises is located;
  - (ii) the Access Technology that NBN Co has notified Telstra it has used or proposes to use to make a Premises within the Fixed Line Footprint in a Rollout Region NBN Serviceable;
  - (iii) whether NBN Co introduces a new type of Access Technology to make Premises NBN Serviceable; and
  - (iv) notwithstanding clause 1.4 of the Plan, whether the Direct Special Services and Special Service Inputs of a Covered ISDN Access Service Family terminates at an MDU Common Area.
- (b) As required by the Plan, the Final ISDN Exit Date is the same in respect of both Retail Customers and Wholesale Customers.
- (c) Telstra will provide affected Wholesale Customers with not less than 18 months prior notice of the Final ISDN Exit Date (unless Telstra agrees a shorter notice period with a Wholesale Customer).

### **3.4 Final Exit Date for Covered DDS Fastway, Data Access Radial, Megalink, Frame Relay Access Service Families (applies to all Services in the Covered DDS Fastway, Data Access Radial, Megalink, Frame Relay Access Service Families)**

- (a) The date for the Final Sunset Exit of the Covered DDS Fastway, Data Access Radial, Megalink, Frame Relay Access Service Families is 31 August 2022 (**Final Non-ISDN Exit Date**). This means that all Services within the Covered DDS Fastway, Data Access Radial, Megalink, Frame Relay Access Service Families that are not already disconnected, and which remain active on the Final Non-ISDN Exit Date, will be exited at the Final Non-ISDN Exit Date and those services disconnected in accordance with clause 11 of this Required Measure 5(D), irrespective of:

- (i) whether the Direct Special Service or Special Service Input is supplied to a Premises within or outside of the Fixed Line Footprint for a Rollout Region and regardless of the Rollout Region within which a particular Premises is located;
  - (ii) the Access Technology that NBN Co has notified Telstra it has used or proposes to use to make a Premises within the Fixed Line Footprint in a Rollout Region NBN Serviceable;
  - (iii) whether NBN Co introduces a new type of Access Technology to make Premises NBN Serviceable; and
  - (iv) notwithstanding clause 1.4 of the Plan, whether the Direct Special Services and Special Service Inputs of a Covered ISDN Access Service Family terminates at an MDU Common Area.
- (b) As required by the Plan, the Final Non-ISDN Exit Date is the same in respect of Retail Customers and Wholesale Customers.
  - (c) Telstra will provide affected Wholesale Customers with not less than 18 months prior notice of the Final Non-ISDN Exit Date (unless Telstra agrees a shorter notice period with a Wholesale Customer).

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## 4 Commencement of 'stop sell' for Covered Access Service Families

### 4.1 'Stop sell' for the Covered Access Service Families

- (a) On and from 30 June 2018 Telstra will not supply any new Direct Special Services or Special Service Inputs in a Covered Access Service Family.

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## 5 Period after which no moves or changes can be made

### 5.1 No moves or changes for Covered Special Services

- (a) Subject to clause 5.1(c) of this Required Measure 5(D), Telstra will apply a period during which no moves or changes can be made to Covered Special Services on and from the date that is 20 Business Days before the Special Services Disconnection Date for the SS Class until the date that the Covered Special Service is required to be disconnected during the SS Principal Disconnection Window (**No Changes Period**).
- (b) Subject to clauses 3.3(a) and 3.4(a) of this Required Measure 5(D), if a Premises is a Changed Technology SS Premises or a Delayed Notification SS Premises, in accordance with clause 22.15 of the Plan, any No Changes Period which applied to the previous Disconnection Date will be lifted and the extended date for disconnection under the Plan will be treated as the relevant Disconnection Date for the purposes of applying a No Changes Period or Order Stability Period, as applicable.
- (c) Subject to clauses 3.3(a) and 3.4(a) of this Required Measure 5(D), if the Premises is an SS In-Train Order Premises or a Deemed SS ITOP, Telstra will apply the SS Order

Stability Period until a date no later than the latest date after the Special Services Disconnection Date for the SS Class specified in clause 7A.3(c) of this Required Measure 5(D) as the date by which Telstra will permanently disconnect Covered Special Services which are the subject of clause 7A.3(b) of this Required Measure 5(D).

## 5.2 Exceptions to the no moves or changes period

During the No Changes Period for the Covered Special Services, Telstra will not process any order types in respect of the supply of Copper Services to Premises within the Fixed Line Footprint in a Rollout Region used as a Direct Special Service or Special Service Input in a Covered SS Class, except:

- (a) orders for disconnection of Covered Special Services (including orders for number portability or service requests which result in or are associated with disconnection);
- (b) order types listed in Attachment A; and
- (c) order types for Covered Special Services that are subject to an Order Stability Proposal which has been implemented.

## 5.3 No moves or changes for all remaining Copper Services before the Final Sunset Exit Date

For all remaining Copper Services in the Covered Access Service Families that are subject to the Final Sunset Exit disconnection arrangements outlined in clause 11, for a period commencing on and from 20 Business Days before the Final Sunset Exit Date, Telstra will not process any order types it receives in respect to moves, adds or changes, except:

- (a) to the same extent order types listed in Attachment A are permitted for the SS Order Stability Period.

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# 6 Communication with Wholesale Customers prior to Disconnection for the Covered SS Classes

## 6.1 Preliminary SS Disconnection List notified to Wholesale Customers

- (a) Where Telstra continues to supply a Covered Special Service (other than the ISDN (C) products) to a Wholesale Customer 9 months before the relevant Special Services Disconnection Date, not less than 8 months before the Special Services Disconnection Date, Telstra will notify that Wholesale Customer of those relevant Services which Telstra expects to be subject to disconnection during the SS Principal Disconnection Window (**Preliminary SS Disconnection List**), whether or not Telstra had already provided earlier notification of disconnection to that Wholesale Customer.
- (b) Notification of the Preliminary SS Disconnection List to Wholesale Customers will occur no later than when the equivalent information is made available to Retail Business Units.

## 6.2 6 Month SS Disconnection Lists notified to Wholesale Customers

- (a) Where Telstra continues to supply a Covered Special Service (other than the ISDN (C) products) to a Wholesale Customer 6 months before the Special Services Disconnection Date for that Covered SS Class, Telstra will notify that Wholesale Customer of those relevant Services which Telstra expects to be subject to disconnection during the SS Principal Disconnection Window (**6 Month SS Disconnection List**), whether or not Telstra had already provided earlier notification of disconnection to that Wholesale Customer.
- (b) Telstra will use reasonable efforts to notify Wholesale Customers of the 6 Month SS Disconnection List within 5 Business Days of the 6 Month SS Disconnection List being produced by Telstra Operations, and in any event, notification to Wholesale Customers will occur no later than when the equivalent information is made available to Retail Business Units.

## 6.3 Dispute process

- (a) Within 20 Business Days of Telstra providing a Wholesale Customer with a 6 Month SS Disconnection List, the Wholesale Customer may notify Telstra of any Premises or Services on the 6 Month SS Disconnection List which the Wholesale Customer considers should not be subject to Managed Disconnection during the SS Principal Disconnection Window due to:
  - (i) a data error in respect of the service information associated with a Premises on the 6 Month SS Disconnection List;
  - (ii) the Service acquired by the Wholesale Customer being a Double Ended Special Service where the Disconnection Date for the SS Class is not the later of the dates on which Telstra is required to disconnect the A end Premises or B end Premises under clause 22.8 of the Plan;
  - (iii) the Service acquired by the Wholesale Customer is a Direct Special Service or Special Service Input that is not in a Covered SS Class (for example, the Direct Special Service forms part of the DDS Low Speed Access Service Family);
  - (iv) the Service acquired by the Wholesale Customer is supplied to a Premises that was notified to Telstra as a Changed Technology SS Premises before the date that is 6 months prior to the Disconnection Date for the SS Class.
  - (v) At any time prior to Managed Disconnection, a Wholesale Customer may notify Telstra of any Premises or Services on the 6 Month SS Disconnection List, a Further SS Disconnection List or the SS Final Disconnection List which the Wholesale Customer considers should not be subject to Managed Disconnection due to the Premises to which the Service is being supplied being a Changed Technology SS Premises after the date that is 6 months prior to the Disconnection Date for the SS Class
- (b) The Wholesale Customer may not raise a dispute in respect of Service or Premises on the 6 Month SS Disconnection List on any basis other than as set out in subparagraph (a) and (b) above. For clarity, any concern as to whether or not a relevant Premises is passed or NBN Serviceable should be referred by a Wholesale Customer to NBN Co or their wholesale provider over the NBN.



- (c) Telstra will respond to any dispute notified to it by a Wholesale Customer under clause 6.3 within 20 Business Days of receiving notice (or as extended by agreement with the Wholesale Customer) and will notify the Wholesale Customer whether or not Telstra agrees to reflect the requested change in the 3 Month SS Disconnection List (referred to in clause 6.4(e)).
- (d) If Telstra does not agree to reflect the change in the 3 Month SS Disconnection List, as requested by a Wholesale Customer, the parties will use reasonable endeavours to resolve the issue.
- (e) If the parties have failed to resolve a dispute as to whether a Service or Premises is to be included in the 3 Month SS Disconnection List by the date which is 5 Business Days before the 3 Month SS Disconnection List is due to be notified to Wholesale Customers under clause 6.4(c), then Telstra is permitted to include the disputed Service or Premises in the 3 Month SS Disconnection List for that SS Class.
- (f) If the Special Service or Special Service Input is in a Covered SS Class in a Rollout Region which has a Disconnection Date which is after the Disconnection Date for the SS Class, then the dispute process set out in clause 3.2 of Required Measure 2 will apply, except that a Wholesale Customer may only raise a dispute in respect of a Premises on the Preliminary Disconnection List in accordance with clause 3.2(a)(i) and (ii) of Required Measure 2 if:
  - (i) the Wholesale Customer has previously certified that services which it supplied at the relevant Premises are Special Service Inputs that are not in a Covered SS Class;
  - (ii) the Service acquired by the Wholesale Customer from Telstra in respect of the relevant Premises is a Direct Special Service that is not a Direct Special Service or Special Service Input in a Covered SS Class; or
  - (iii) the Service acquired by the Wholesale Customer is supplied to a Premises that was notified to Telstra as a Changed Technology SS Premises.

#### **6.4 Further SS Disconnection Lists notified to Wholesale Customers**

- (a) Telstra will update the 6 Month SS Disconnection List each month up until the date that is two months before the Special Services Disconnection Date to include any active Covered Special Service Telstra continues to supply to a Wholesale Customer which Telstra expects to be subject to disconnection during the SS Principal Disconnection Window (**Further SS Disconnection List**).
- (b) Where Telstra continues to supply a Covered Special Service to a Wholesale Customer that is included on a Further SS Disconnection List, Telstra will notify that Wholesale Customer of that Further SS Disconnection List, irrespective of whether or not Telstra had already provided any earlier notification of disconnection to that Wholesale Customer.
- (c) Telstra will use reasonable efforts to notify Wholesale Customers of each Further SS Disconnection List within 5 Business Days of the relevant Further Disconnection List being produced by Telstra Operations, and in any event, notification to Wholesale Customers will occur no later than when the equivalent information is made available to Retail Business Units.

- (d) Notification to Wholesale Customers will be provided via the Wholesale Customer Portal.
- (e) The Further SS Disconnection List updated at the date that is 3 months prior to the Special Services Disconnection Date is also known as the 3 Month SS Disconnection List.

#### **6.5 SS In-Train Order Premises List notified to Wholesale Customers**

- (a) Where Telstra continues to supply a Covered Special Service (other than the ISDN (C) products) to a Premises:
  - (i) that has been identified by NBN Co as a SS In-Train Order Premises as at the date that is 2 months before the Special Services Disconnection Date (**First SS In-Train Order Identification Date**); and
  - (ii) provided that Telstra has been notified by NBN Co that it is a SS In-Train Order Premises under and in accordance with the Definitive Agreements,

Telstra Operations will produce a list of SS In-Train Order Premises (**SS In-Train Order List**) as soon as reasonably practicable, and in any event within 15 Business Days of the date which is 2 months before the Special Services Disconnection Date.

- (b) Telstra will notify Wholesale Customer of the SS In-Train Order List as soon as reasonably practicable after it is produced by Telstra Operations and, in any event, notification to Wholesale Customers will occur no later than when the equivalent information is made available to Retail Business Units.
- (c) Notification to Wholesale Customers will be provided via the Wholesale Customer Portal.

#### **6.6 Notification of disconnection to Wholesale Customers where the Disconnection Date for the Rollout Region is after the Special Services Disconnection Date**

- (a) Subject to clauses 10.3 and 10.3A of this Required Measure 5(D), where the Disconnection Date for a Rollout Region is after the relevant Special Services Disconnection Date for a Covered SS Class but before the Final Exit Date, Telstra will notify Wholesale Customers of those relevant Services which Telstra expects to be subject to disconnection in accordance with the communication process set out in clause 3 of Required Measure 2, with the exception that the basis on which a Wholesale Customer may dispute the inclusion of a Service on the Preliminary Disconnection List is as set out in clause 6.3(g).
- (b) Where Telstra has announced a Final Exit Date for a product within a Covered Access Service Family, notification of remaining services to be disconnected as part of that exit will occur in line with Telstra's "business as usual" processes for exiting products (noting clause 6A of this Required Measure 5(D) which deals with the procedure Telstra must follow for Wholesale Customers).

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## 6A Communication with Wholesale Customers prior to Final ISDN Exit Date and Final Non-ISDN Exit Date

**Explanatory Note:** From the publication of this amended Required Measure 5(D), Wholesale Customers will need to read the ISDN Services Lists or DDS Fastway, Data Access Radial, Megalink, Frame Relay Services Lists (as relevant) in combination with the disconnection notifications provided in accordance with Required Measure 2.

### 6A.1 ISDN Services List notified to Wholesale Customers

Telstra will provide the following to each Wholesale Customer who continues to acquire a Special Service or Special Service Input in a Covered ISDN Access Service Family:

- (a) an Initial ISDN Services List by 9 months before the Final ISDN Exit Date which includes all active Special Services and Special Service Inputs in a Covered ISDN Access Service Family which Telstra expects to be subject to disconnection from the Final ISDN Exit Date;
- (b) once per month from the date that is approximately 6 months before the Final ISDN Exit Date until the date that is 1 month before to the Final ISDN Exit Date, an updated list which includes any remaining active services Telstra expects to be subject to disconnection from or before the Final ISDN Exit Date (**Updated ISDN Services Lists**),

together the ISDN Services Lists.

For the avoidance of doubt, the ISDN Services Lists will include any active Special Service and Special Service Inputs in a Covered ISDN Access Service Family which Telstra expects to be subject to disconnection:

- (i) during the SS Principal Disconnection Window;
  - (ii) following a subsequent Disconnection Date for a Rollout Region in which the Premises is located;
  - (iii) in accordance with the processes described in this Required Measure 5(D) for disconnecting SS In-Train Order Premises or Premises notified to Telstra as a Changed Technology SS Premises or Delayed Notification SS Premises; or
  - (iv) as part of the Final Sunset Exit.
- (c) Telstra will provide the ISDN Services Lists irrespective of whether or not Telstra has already provided any earlier notification of disconnection to that Wholesale Customer.
  - (d) The ISDN Services List updated 1 month prior to the Final ISDN Exit Date is also known as the “**Final ISDN Services List**”.

## 6A.2 DDS Fastway, Data Access Radial, Megalink, Frame Relay Services Lists notified to Wholesale Customers

Telstra will provide the following to each Wholesale Customer who continues to acquire a Special Service or Special Service Input in a Covered DDS Fastway, Data Access Radial, Megalink Frame Relay Access Service Family:

- (a) an Initial DDS Fastway, Data Access Radial, Megalink, Frame Relay Services List by 9 months before the Final Non-ISDN Exit Date which includes all active Special Services and Special Service Inputs in a Covered DDS Fastway, Data Access Radial, Megalink, Frame Relay Access Service Family which Telstra expects to be subject to disconnection from the Final Non-ISDN Exit Date;
- (b) once per month from the date that is approximately 6 months before the Final Non-ISDN Exit Date until the date that is 1 month before to the Final Non-ISDN Exit Date, an updated list which includes any remaining active services Telstra expects to be subject to disconnection from or before the Final Non-ISDN Exit Date (**Updated DDS Fastway, Data Access Radial, Megalink, Frame Relay Services List**),

together the DDS Fastway, Data Access Radial, Megalink, Frame Relay Services Lists.

For the avoidance of doubt, the DDS Fastway, Data Access Radial, Megalink, Frame Relay Services Lists will include any active Special Service and Special Service Inputs in a Covered DDS Fastway, Data Access Radial, Megalink, Frame Relay Access Service Family which Telstra expects to be subject to disconnection:

- (i) during the SS Principal Disconnection Window;
  - (ii) following a subsequent Disconnection Date for a Rollout Region in which the Premises is located;
  - (iii) in accordance with the processes described in this Required Measure 5(D) for disconnecting SS In-Train Order Premises or Premises notified to Telstra as a Changed Technology SS Premises or Delayed Notification SS Premises; or
  - (iv) as part of the Final Sunset Exit.
- (c) Telstra will provide the DDS Fastway, Data Access Radial, Megalink, Frame Relay Services Lists irrespective of whether or not Telstra has already provided any earlier notification of disconnection to that Wholesale Customer.
  - (d) The DDS Fastway, Data Access Radial, Megalink, Frame Relay Services List updated 1 month prior to the Final Non-ISDN Exit Date is also known as the "**Final DDS Fastway, Data Access Radial, Megalink, Frame Relay Services List**".

## 6A.3 Dispute process

- (a) A Wholesale Customer may notify Telstra of any Service on an ISDN Services List or DDS Fastway, Data Access Radial, Megalink, Frame Relay Services List (as relevant) which the Wholesale Customer considers should not be subject to disconnection in accordance with the processes for raising complaints and disputes outlined in its supply agreement with Telstra.

- (b) The Wholesale Customer may not raise a dispute in respect of Services on an ISDN Services List or DDS Fastway, Data Access Radial, Megalink, Frame Relay Services List (as relevant) on the basis of any concern as to whether or not a relevant Premises is passed or NBN Serviceable.
- (c) Telstra will respond to any dispute notified to it by a Wholesale Customer under clause 6A.3(a) in accordance with the processes outlined in the relevant supply agreement.
- (d) If the parties have failed to resolve a dispute as to whether a Service is in a Covered ISDN Access Service Family or Covered DDS Fastway, Data Access Radial, Megalink, Frame Relay Access Service Family (as relevant) by the date which is 15 Business Days before the Final ISDN Exit Date or Final Non-ISDN Exit Date (as relevant), then Telstra is permitted to treat the Service as being in a Covered ISDN Access Service Family or Covered DDS Fastway, Data Access Radial, Megalink, Frame Relay Access Service Family (as relevant) and disconnect that Service.

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## 7 Commencement of Disconnection of Special Services

### 7.1 Application of Clause 7

Clause 7 does not apply to Premises in respect of ISDN (C) Products.

### 7.2 SS Final Disconnection List

- (a) As soon as Telstra is notified by NBN Co of Premises:
  - (i) that do not form part of the final Fixed Footprint List; or
  - (ii) that are SS In-Train Order Premises for a Covered SS Class,Telstra will update its database accordingly.
- (b) Telstra Operations will create a list specifying all the Direct Special Services and Special Service Inputs in a Covered SS Class that remain active at Premises in the final Fixed Footprint List, as understood by Telstra as at the date that is 1 month before the Special Services Disconnection Date (the SS Premises Address List).
- (c) Following creation, the SS Premises Address List will have the following Premises and Copper Services removed:
  - (i) Direct Special Services and Special Service Inputs within Covered SS Classes supplied to Premises located in Rollout Regions for which a Rollout Disconnection Date will not occur on or before the Special Services Disconnection Date;
  - (ii) Double Ended Special Services, for which disconnection is not yet required in accordance with the disconnection arrangements under the Plan;
  - (iii) any Direct Special Services and Special Service Inputs in a Covered SS Class which are supplied to Premises that have become Changed Technology SS

Premises or Delayed Notification SS Premises during the period from 6 months prior to the Rollout Region Disconnection Date up to that Disconnection Date that qualify for an extension of disconnection under clause 22.13 or clause 22.13A of the Plan;

(iv) any Copper Services supplied to Affected Premises in the Rollout Region on the Disconnection Date for the SS Class but only to the extent that Telstra is prevented by law from ceasing the provision of those Copper Services to that Affected Premises and disconnecting the Premises; and

(v) any Relevant Atomic Services supplied to Critical Infrastructure Premises,

and will be the SS Final Disconnection List for the Covered SS Class(es).

(d) For clarity, MDU Common Areas will not be included in the SS Final Disconnection List provided that Telstra has been notified by NBN Co that a relevant Premises is an MDU Common Area.

(e) For clarity, any Covered Special Services supplied to Premises notified to Telstra by NBN Co as being an SS In-Train Order Premises will remain on the SS Final Disconnection List.

### **7.3 Final Notification for Wholesale Customers before the Disconnection Date**

(a) Telstra Wholesale will notify Wholesale Customers of any Wholesale Services supplied at Premises on the SS Final Disconnection List that are to be disconnected in the course of Managed Disconnection during the SS Principal Disconnection Window for that SS Class, however the SS Final Disconnection List will also include any Covered Special Services supplied to SS In-Train Order Premises that were included on the SS In-Train Order List.

(b) Telstra will use reasonable efforts to notify Wholesale Customers of the SS Final Disconnection List within 5 Business Days of the SS Final Disconnection List being produced by Telstra Operations, and in any event, notification to Wholesale Customers will occur at the same time as, or before, any notification of the SS Final Disconnection List to a Retail Business Unit.

(c) Notification to Wholesale Customers will be provided via the Wholesale Customer Portal.

### **7.4 Final Notification for Wholesale Customers after the Disconnection Date**

(a) Where Telstra continues to supply a Covered Special Service to a Premises:

(i) that has been identified by NBN Co as a SS In-Train Order Premises as at the Special Services Disconnection Date (**Second SS In-Train Order Identification Date**) and

(ii) provided that Telstra has been notified by NBN Co that it is a SS In-Train Order Premises under and in accordance with the Definitive Agreements;

Telstra Operations will, as soon as reasonably practicable, and in any event within 10 Business Days of the Special Services Disconnection Date, update the SS Premises Address List to create the SS Updated Final Disconnection List.

- (b) For the purposes of clause 7.3(a), the SS Updated Final Disconnection List is created by removing the following from the SS Premises Address List:
  - (i) any Covered Special Services supplied to a SS In-Train Order Premises identified by NBN Co on the First SS In-Train Order Identification Date and notified to Telstra under clause 6.5(a) that remain SS In-Train Orders on the Second SS In-Train Order Identification Date;
  - (ii) any additional Direct Special Services and Special Service Inputs in a Covered SS Class which have become Changed Technology SS Premises or Delayed Notification SS Premises during the period from 6 months prior to the Rollout Region Disconnection Date up to that Disconnection Date that qualify for an extension of disconnection under clause 22.13 or clause 22.13A of the Plan; and
  - (iii) any additional Covered Special Services supplied to a SS In-Train Order Premises identified by NBN Co on the Second SS In-Train Order Identification Date and notified to Telstra under clause 7.3(a) above,(the SS Updated Final Disconnection List).
- (c) Telstra will notify Wholesale Customers of:
  - (i) the SS Updated Final Disconnection List as soon as reasonably practicable after it is produced by Telstra Operations and, in any event, notification will occur no later than when the equivalent information is made available to Retail Business Units; and
  - (ii) any additional Covered Special Services which Telstra has identified as being supplied to Deemed SS ITOP as at the Special Services Disconnection Date as soon as reasonably practicable after the Special Services Disconnection Date.

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## 7A Disconnection of SS In-Train Order Premises and Deemed SS ITOP

### 7A.1 Application of Clause 7A

Clause 7A only applies to a Premises in respect of Special Services and Special Service Inputs in a Covered SS Class where the Special Services Disconnection Date for that SS Class is after the Disconnection Date of the Rollout Region in which the Premises is located.

Clause 7A does not apply to:

- (a) Critical Infrastructure Premises in respect of Relevant Atomic Services; and
- (b) Premises in respect of ISDN (C) Products (because the Special Services Disconnection Date aligns with the Final ISDN Exit Date).

## 7A.2 Categories of SS In-Train Order Premises

For the purposes of clause 6.5, clause 7 and clause 7A of this Required Measure 5(D), a Premises in a Covered SS Class is a **SS In-Train Order Premises** for that Covered SS Class, and any relevant order is an **SS In-Train Order** for that Covered SS Class, if:

- (a) an NBN Initial Connection Order or NBN Subsequent Order for the provision to an NBN Customer of an NBN Service to that Premises:
  - (i) has been received by NBN Co as at; and
  - (ii) has not resulted in a commercial wholesale NBN Service having commenced being supplied by NBN Co to the Premises (and has not been cancelled or revoked) as at,  
  
the First SS In-Train Order Identification Date or the Second SS In-Train Order Identification Date (and in the case of an NBN Subsequent Order, irrespective of whether and when the Premises became NBN Connected prior to that date); or
- (b) in respect of that Premises:
  - (i) NBN Co has identified that a Special Service or Special Service Input in that Covered SS Class supplied to that Premises is to be replaced by an NBN Service that is the subject of an NBN Initial Connection Order or NBN Subsequent Order for the provision to an NBN Customer of an NBN Service to a second Premises that it is located within the same MDU as the first Premises or is otherwise adjacent or nearby the first Premises; and
  - (ii) the NBN Initial Connection Order or NBN Subsequent Order for the second Premises has not resulted in a commercial wholesale NBN Service having commenced being supplied by NBN Co to the second Premises (and has not been cancelled or revoked) as at the First SS In-Train Order Identification Date or the Second SS In-Train Order Identification Date (and in the case of a NBN Subsequent Order, irrespective of whether and when the Premises became NBN Connected prior to that date); or
- (c) an Attempted NBN Connection Order for the provision of an NBN Service to that Premises has been made and NBN Co has received notification from the relevant NBN Customer that they have made that Attempted NBN Connection Order and that Attempted NBN Connection Order has not resulted in a commercial wholesale NBN Service having commenced being supplied by NBN Co to the Premises (and has not been cancelled or revoked) as at the First SS In-Train Order Identification Date or the Second SS In-Train Order Identification Date (and in the case of a NBN Subsequent Order, irrespective of whether and when the Premises became NBN Connected prior to that date); or
- (d) the Premises becomes NBN Connected within the SS ITO Period applicable for that SS Class, irrespective of the date on which NBN Co received the NBN Initial Connection Order; or
- (e) one or more NBN Subsequent Orders for that Premises have been connected by NBN Co within the SS ITO Period applicable for that Covered SS Class, irrespective of whether and when that Premises became NBN Connected or the date NBN Co received the NBN Initial Connection order; or



- (f) a Premises in a Covered SS Class is otherwise determined to be a SS In-Train Order Premises in accordance with the Definitive Agreements,

### **7A.3 Disconnection of SS In-Train Order Premises and Deemed SS ITOPs following the Special Services Disconnection Date**

For each Covered Special Service supplied to an SS In-Train Order Premises which is notified to Telstra by NBN Co under and in accordance with the Definitive Agreements or to a Deemed SS ITOP as at the Special Services Disconnection Date for the applicable Covered SS Class for that Covered Special Service:

- (a) that Covered Special Service will not be disconnected by Telstra during the SS Principal Disconnection Window, unless a disconnection order is placed by the customer of the Telstra Wholesale Business Unit or Retail Business Unit;
- (b) unless Telstra receives a disconnection order under sub-clause (a), Telstra may continue to provide that Covered Special Service that Telstra provided to that SS In-Train Order Premises or Deemed SS ITOP (as applicable) as at the Special Services Disconnection Date for that Covered SS Class up until the date by which Telstra must disconnect that Covered Special Service under sub-clause (c); and
- (c) Telstra must complete permanent disconnection for each Covered Special Service which is the subject of sub-clause (b) by the date which is as soon as reasonably practicable after the date that is 170 Business Days after the Special Services Disconnection Date for the relevant Covered SS Class.

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## **8 Disconnection of Special Services and Special Service Inputs within a Covered Access Service Family**

### **8.1 Disconnection arrangements - Covered DDS Fastway, Data Access Radial, Megalink, Frame Relay Access Service Families**

Telstra will:

- (a) subject to clause 9.1(d), disconnect all Covered Special Services that are required to be disconnected as set out in the SS Updated Final Disconnection List during the SS Principal Disconnection Window;
- (b) disconnect all other Direct Special Services and Special Service Inputs in a Covered SS Class in accordance with the specific disconnection arrangements set out in clause 10 of this Required Measure 5(D); and
- (c) apply service disconnection to all remaining Direct Special Services and Special Service Inputs that are Service Equivalent in a Covered Access Service Family in accordance with the Final Sunset Exit arrangements set out in clause 3.2, 3.4, 6A and 11 of this Required Measure 5(D).

### **8.2 Disconnection arrangements - Covered ISDN Access Service Families**

Telstra will:

- (a) subject to clause 9.1(d), disconnect all ISDN10/20/30 (P), (B) and (N) and all Special Service Inputs that are Service Equivalent to those Special Service Classes that are within the Covered ISDN Access Service Families as set out in the SS Updated Final Disconnection List during the SS Principal Disconnection Window applicable to the Frame Relay and ISDN Products;
- (b) disconnect all other ISDN10/20/30 (P), (B) and (N) and all Special Service Inputs that are Service Equivalent to those Special Service Classes that are within the Covered ISDN Access Service Families in accordance with the specific disconnection arrangements set out in clause 10 of this Required Measure 5(D) applicable to the Frame Relay and ISDN Products; and
- (c) apply service disconnection to all remaining Direct Special Services and Special Service Inputs that are Service Equivalent within the Covered ISDN Access Service Families (including all ISDN (C) Products) in accordance with the Final Sunset Exit arrangements set out in clause 3.3, 6A and clause 11 of this Required Measure 5(D).

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## **9 Managed Disconnection of Special Services and Special Service Inputs within a Covered SS Class**

### **9.1 Managed Disconnection**

- (a) For the purposes of this Required Measure 5(D), the SS Principal Disconnection Window refers to the period on and from 15 Business Day after the Special Services Disconnection Date up to and including the date that is 55 Business Days after the relevant Special Services Disconnection Date.
- (b) Telstra will disconnect:
  - (i) subject to clause 9.1(d), all Covered Special Services that are required to be disconnected as set out in the SS Updated Final Disconnection List during the SS Principal Disconnection Window; and
  - (ii) all other Direct Special Services and Special Service Inputs in a Covered SS Class in accordance with the specific disconnection arrangements set out in clause 10 of this Required Measure 5(D); and
- (c) Disconnections during the SS Principal Disconnection Window will occur in two stages:
  - (i) service disconnection; followed by,
  - (ii) permanent disconnection.

The process involved in each stage is described in clauses 9.2 and 9.4.

- (d) Any Covered Special Service supplied to a Deemed SS ITOP as at the Special Services Disconnection Date for that the applicable Covered SS Class for that Covered Special Service and is listed on the SS Updated Final Disconnection List will be permanently disconnected in accordance with clause 7A.3. For clarity, clause 9.2 and 9.4 of this Required Measure 5(D) do not apply to these Covered Special Services.

## 9.2 Service disconnection

- (a) Upon receiving the SS Updated Final Disconnection List from Telstra Operations, Telstra will commence the disconnection of all services on that list supplied to a Telstra Retail or Telstra Wholesale customer on the date that is 15 Business Day after the Special Services Disconnection Date and where practicable, complete disconnection of these services by the date that is 25 Business Days after the Disconnection Date (**SS Service Disconnection Phase**).
- (b) Telstra Wholesale and Telstra Retail Business Units carry out the SS Service Disconnection Phase in order to prepare all relevant Covered Special Services that appear on the SS Updated Final Disconnection List for permanent disconnection, for example by:
  - (i) rejecting and removing all pending orders from Telstra's systems;
  - (ii) carrying out all required steps to disconnect the Copper Services in Telstra's provisioning and billing systems; and
  - (iii) monitoring and managing any errors occurring during the first two steps (i) and (ii) above throughout the Service Disconnection Phase.

## 9.3 Reconnection where disconnection not required

- (a) For clarity, nothing in this Required Measure 5(D) limits Telstra's ability to build a new Copper Path or Reconnect a Copper Path to a Premises where the pre-existing Copper Path was not required to be disconnected in accordance with clause 19 of the Plan.

## 9.4 Permanent disconnection

- (a) After the SS Service Disconnection Phase and up until the end of the relevant SS Principal Disconnection Window, Telstra Operations will perform permanent disconnection of the relevant Copper Paths within Telstra's systems for all Covered Special Services that appear on the SS Updated Final Disconnection List.
- (b) Permanent disconnection of all Covered Special Services appearing on the SS Updated Final Disconnection List will occur regardless of activities completed during the preceding SS Service Disconnection Phase.
- (c) Telstra Operations will manage the permanent disconnection processes on a day-to-day basis during the permanent disconnection phase to efficiently allocate available resources and respond to operational issues as they arise. This may require Telstra to change the sequencing of disconnection of Services on the SS Updated Final Disconnection List during the permanent disconnection phase. Telstra is not required to assign a specific date for permanent disconnection of each Service within the SS Principal Disconnection Window.
- (d) All permanent disconnections occurring during the permanent disconnection phase will be processed by Telstra Operations without regard to whether the Copper Service is supplied to a customer of a Retail Business Unit or a Wholesale Business Unit.

- (e) Telstra will monitor each Rollout Region to ensure that all Covered Special Services on the SS Updated Final Disconnection List are permanently disconnected by the end of the relevant SS Principal Disconnection Window.
- (f) Where disconnection orders are identified as having not been processed due to an error, these will then be corrected and re-submitted into Telstra's systems. A check will be conducted to ensure the service is disconnected. This process will be repeated until the relevant Covered Special Service is permanently disconnected.

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## 10 Disconnection of Remaining Premises

### 10.1 Disconnection of Direct Special Services and Special Service Inputs in a Covered SS Class after the relevant Special Services Disconnection Date and before a Final Sunset Exit

- (a) In accordance with clauses 22.8 and 22.9 of the Plan, and subject to clause 3.1(e) of this Required Measure 5(D), if the Disconnection Date for a Rollout Region in which a service in a Covered SS Class is being supplied is after the relevant Special Services Disconnection Date, then Telstra will disconnect any existing Copper Services in a Covered SS Class following the Rollout Region Disconnection Date using the same disconnection processes that apply to standard services in Required Measure 2 (and if applicable, clause 10.1(b) of this Required Measure 5(D)).
- (b) If the Premises to which a Direct Special Service or Special Service Input in a Covered SS Class is supplied is located in a Rollout Region which has a Disconnection Date that is after the Special Services Disconnection Date for that Covered SS Class and that Premises is an In-Train Order Premises then:
  - (i) a Direct Special Service or Special Service Input in that Covered SS Class that is supplied to that Premises as at the Disconnection Date of that Rollout Region will not be disconnected by Telstra during the Primary Disconnection Window (as defined in Required Measure 2), unless a disconnection order is placed by the customer of the Telstra Wholesale Business Unit or Retail Business Unit;
  - (ii) Telstra may continue to provide each relevant Direct Special Service or Special Service Input which is in that Covered SS Class which it supplied to that In-Train Order Premises as at the Disconnection Date for that Rollout Region up until the date by which Telstra must disconnect the In-Train Order Premises under clause 15.1A(c) or clause 15.1(c) (as applicable) of the Plan;
  - (iii) Telstra will continue to receive from Retail Customers and Wholesale Customers orders for disconnection of Special Services or Special Service Inputs within a Covered SS Class which are supplied to an In-Train Order Premises up to the date specified in clause 15.1A(c)(i)(B), 15.1A(c)(ii)(D) or clause 15.1(c) of the Plan, as applicable; and
  - (iv) Telstra will commence and complete the disconnection of all Direct Special Services and Special Service Inputs in that Covered SS Class that are supplied to that In-Train Order Premises in accordance with clause 15.1A or clause 15.1 of the Plan (as applicable).
- (c) Notwithstanding anything to the contrary in this clause 10, all Services within the Covered ISDN Access Service Families that are not already disconnected, and which

remain active on the Final Sunset Exit Date, will be subject to disconnection in accordance with clause 3.3 and clause 11 of this Required Measure 5(D). For the avoidance of doubt, this includes all ISDN (C) Products.

- (d) Notwithstanding anything to the contrary in this clause 10, all Services within the Covered DDS Fastway, Data Access Radial, Megalink, Frame Relay Access Service Families that are not already disconnected, and which remain active on the Final Sunset Exit Date, will be subject to disconnection in accordance with clause 3.4 and clause 11 of this Required Measure 5(D).

## **10.2 Types of Premises removed from the SS Updated Final Disconnection List**

- (a) In addition to the Premises and Copper Services referred to in clause 7.1(c) and clause 7.3(b), the following types of Premises and Copper Services within the Fixed Line Footprint in a Rollout Region will not be subject to Managed Disconnection during the SS Principal Disconnection Window:
  - (i) Added Premises;
  - (ii) Affected Premises (in the Rollout Region on the Disconnection Date for the Rollout Region but only to the extent that Telstra is prevented by law from ceasing the provision of those Copper Services to that Affected Premises);
  - (iii) Direct Special Services and Special Service Inputs to the extent that these Services belong to a SS Class for which the applicable Disconnection Date has not yet occurred or they are Changed Technology SS Premises or Delayed Notification SS Premises that are not required to be disconnected during the SS Principal Disconnection Window;
  - (iv) Double-Ended Special Services that are not otherwise due to be disconnected during the SS Principal Disconnection Window in accordance with the Plan or a Final Exit Date;
  - (v) MDU Common Areas; and
  - (vi) Relevant Atomic Services at Critical Infrastructure Premises,

but will instead be disconnected in accordance with specific rules applicable to each category.

## **10.3 Disconnection of Special Services in a Covered SS Class where there is a change of Access Technology**

- (a) If Telstra is notified of a change in the Access Technology used or proposed to be used to make a Premises NBN Serviceable on and from the date that is 6 months before the Disconnection Date for the Rollout Region in which that Premises is located and Telstra is supplying a Direct Special Service or Special Service Input to that Premises at the date of NBN Co's notification and it becomes part of a Covered SS Class, then:
  - (i) Telstra may continue to supply the Direct Special Service or Special Service Input to the Changed Technology SS Premises in accordance with clause 22.13 of the Plan; and

- (ii) Telstra will disconnect the Direct Special Service or Special Service Input applying the disconnection processes and communications regarding disconnection in clauses 6 to 9 of this Required Measure 5(D) and, where clauses 22.13(a)(i), 22.13(a)(ii)(B) or clause 22.13(b) apply, the processes and communications regarding disconnection in clauses 6, 7, 8 and 9 of this Required Measure 5(D) will be applied as modified by clause 10.3(b) of this Required Measure 5(D).
- (b) In disconnecting Direct Special Services or Special Service Inputs in a Covered SS Class supplied to the Changed Technology SS Premises, in accordance with clause 10.3(a), Telstra will:
- (i) notify Wholesale Customers of those Direct Special Services or Special Service Inputs which Telstra expects to be subject to disconnection following the Changed Technology Extension Date on the Preliminary SS Disconnection List;
  - (ii) continue to notify Wholesale Customers of disconnection on each subsequent 6 Month SS Disconnection List and Further SS Disconnection List in accordance with the arrangements described in clause 6;
  - (iii) allow a Wholesale Customer to notify Telstra of any Direct Special Service or Special Service Input supplied to a Changed Technology SS Premises included on the 6 Month SS Disconnection List in accordance with clause 6.3(a), except that a Wholesale Customer may not dispute the inclusion of a Direct Special Service or Special Service Input under clause 6.3(a)(iv) unless there has been a subsequent change in the Access Technology used or proposed to be used to connect the Premises to the NBN;
  - (iv) disconnect all Direct Special Services or Special Service Inputs supplied to a Changed Technology SS Premises that are required to be disconnected as set out in the SS Final Disconnection List during the Technology Extension Disconnection Window; and
  - (v) for the purposes of this clause 10.3(b):
    - (A) references in clauses 6, 7, 8 and 9 (as applicable) to the Special Services Disconnection Date are to be read as though it is a reference to the Changed Technology Extension Date and references to the SS Principal Disconnection Window are to read as though it is a reference to the Technology Extension Disconnection Window;
    - (B) references in clause 9 to the SS Service Disconnection Phase refer to the period on and from the date that is 10 Business Days after the Changed Technology Extension Date up to and including the date that is 20 Business Days after the Changed Technology Extension Date;
    - (C) clauses 7.1(c)(iii) and 7.3(b) of this Required Measure 5(D) do not apply so Direct Special Services or Special Service Inputs supplied to a Changed Technology SS Premises that are required to be disconnected during the Technology Extension Disconnection Window will be included on the SS Final Disconnection List; and
    - (D) the Technology Extension Disconnection Window refers to the period on and from 1 Business Day after the Changed Technology Extension Date,

as applicable, up to and including the date that is 55 Business Days after the Changed Technology Extension Date.

- (c) If Telstra is notified of a change in the Access Technology used or proposed to be used to make a Premises NBN Serviceable on and from the date that is 6 months before the Disconnection Date for the Rollout Region and Telstra is supplying a Direct Special Service or Special Service Input in a Covered SS Class to that Premises at the date of NBN Co's notification which, following the change in Access Technology, no longer forms part of a Covered SS Class, then:
  - (i) Telstra may continue to supply the Service to the Changed Technology SS Premises in accordance with clause 22.13 of the Plan; and
  - (ii) If Telstra is required to disconnect the Direct Special Service or Special Service Input, the disconnection processes and communications regarding disconnection in a Required Measure 5 specific to that SS Class will apply to the Service.

### **10.3A Disconnection of Delayed Notification SS Premises**

- (a) If Telstra is notified by NBN Co for the first time of the Access Technology it has used or proposes to use to make the Premises NBN Serviceable on and from the date that is 6 months before the Disconnection Date for the Rollout Region in which that Premises is located and Telstra is supplying a Direct Special Service or Special Service Input to the Delayed Notification SS Premises at the date of that notification and it becomes part of a Covered SS Class, then:
  - (i) Telstra may continue to supply the Direct Special Service or Special Service Input to the Delayed Notification SS Premises in accordance with clause 22.13A of the Plan; and
  - (ii) Telstra will disconnect the Direct Special Service or Special Service Input applying the disconnection processes and communications regarding disconnection in clauses 6 to 9 of this Required Measure 5(D) and, where clauses 22.13A(a)(i), 22.13A(a)(ii)(B) or 22.13A(b) apply, the processes and communications regarding disconnection in clauses 6, 7, 8 and 9 of this Required Measure 5(D) will be applied as modified by clause 10.3A(b) of this Required Measure 5(D).
- (b) In disconnecting Direct Special Services or Special Service Inputs in a Covered Class supplied to the Delayed Notification SS Premises in accordance with clause 10.3A(a), Telstra will:
  - (i) notify Wholesale Customers of those Direct Special Services or Special Service Inputs which Telstra expects to be subject to disconnection following the Delayed Notice Extension Date on the Preliminary SS Disconnection List;
  - (ii) continue to notify Wholesale Customers of disconnection on each subsequent 6 Month SS Disconnection List and Further SS Disconnection List in accordance with the arrangements described in clause 6;
  - (iii) allow a Wholesale Customer to notify Telstra of any Direct Special Service or Special Service Input supplied to a Delayed Notification SS Premises included on the 6 Month SS Disconnection List in accordance with clause 6.3(a);

- (iv) disconnect all Direct Special Services or Special Service Inputs supplied to a Delayed Notification SS Premises that are required to be disconnected as set out in the SS Final Disconnection List during the Technology Extension Disconnection Window; and
- (c) for the purposes of this clause 10.3A(b):
  - (A) references in clauses 6, 7, 8 and 9 (as applicable) to the Special Services Disconnection Date are to be read as though it is a reference to the Delayed Notice Extension Date and references to the SS Principal Disconnection Window are to be read as though it is a reference to the Technology Extension Disconnection Window;
  - (B) references in clause 9 to the SS Service Disconnection Phase refer to the period on and from the date that is 10 Business Days after the Delayed Notice Extension Date up to and including the date that is 20 Business Days after the Delayed Notice Extension Date;
  - (C) clauses 7.1(c)(iii) and 7.3 of this Required Measure 5(D) do not apply, so Direct Special Services or Special Service Inputs supplied to a Delayed Notification SS Premises that are required to be disconnected during the Technology Extension Disconnection Window will be included on the SS Final Disconnection List; and
  - (D) the Technology Extension Disconnection Window refers to the period on and from 1 Business Day after the Delayed Notice Extension Date, as applicable, up to and including the date that is 55 Business Days after the Delayed Notice Extension Date.

#### **10.4 Disconnection of Added Premises**

- (a) Subject to clauses 3.2 to 3.4 and the Final Sunset Exit Date, Added Premises to which a Covered Special Service is supplied will be disconnected in accordance with clause 7.2 of Required Measure 2.

#### **10.5 Disconnection of Affected Premises**

- (a) Subject to clauses 3.2 to 3.4 and the Final Sunset Exit Date, Telstra will disconnect Affected Premises to which a Covered Special Service is supplied in accordance with clause 7.3 of Required Measure 2.

#### **10.6 Disconnection of MDU Common Areas**

- (a) Subject to clauses 3.2 to 3.4 and the Final Sunset Exit Date, in accordance with the Plan, Telstra will not disconnect Covered Special Services supplied to an MDU Common Area under clause 22 of the Plan but will disconnect such Services in accordance with clause 1.4 of the Plan.
- (b) Telstra will prepare and publish a separate document setting out the process it will apply to the Managed Disconnection of MDU Common Areas 6 months before the End of Rollout Date.



- (c) For the avoidance of doubt, Direct Special Services and Special Service Inputs of a Covered SS Class that is subject to a Final Sunset Exit Date will be disconnected in accordance with the disconnection arrangements in clause 11 of this Required Measure.

#### **10.7 Disconnection of Relevant Atomic Services at Critical Infrastructure Premises**

- (a) In respect of each Relevant Atomic Service supplied to a Critical Infrastructure Premises at the Special Services Disconnection Date for DDS Fastway, DAR and Megalink Products:
  - (i) Telstra may continue to supply the Relevant Atomic Service to the Critical Infrastructure Premises until the 31 December 2020 (**Critical Infrastructure Extension Date**); and
  - (ii) Telstra will disconnect the Relevant Atomic Service to the Critical Infrastructure Premises during the period on and from 5 Business Days after the Critical Infrastructure Extension Date to the date that is 55 Business Days after the Critical Infrastructure Extension Date (**Critical Infrastructure Disconnection Window**). Disconnection during the Critical Infrastructure Disconnection Window will happen in two stages;
    - (E) Telstra will commence service disconnection from the date that is 5 Business Days after the Critical Infrastructure Extension Date up to and including/complete service disconnection by the date that is 20 Business Days after the Critical Infrastructure Extension Date (**Critical Infrastructure Service Disconnection Phase**); and
    - (F) after the Critical Infrastructure Service Disconnection Phase and up until the end of the Critical Infrastructure Disconnection Window, Telstra will perform permanent disconnection of the Relevant Atomic Services.
- (b) If a Relevant Atomic Service at a Critical Infrastructure Premises forms part of a Double Ended Special Service (including where the A end and B end are located in the same Rollout Region), Telstra will continue to provide the Relevant Atomic Clock Service in accordance with clause 22.11 of the Plan. To avoid doubt, this is subject to any applicable Final Sunset Exit Date

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## **11 Disconnection from the Final Sunset Exit Date**

### **11.1 Disconnection of Special Services and Special Service Inputs in a Covered Access Service Family as part of the Final Sunset Exit**

- (a) Subject to clause 11.1(c), Telstra will disconnect all remaining active Special Services and Special Service Inputs in a Covered Access Service Family that are set out on the Final ISDN Services List or the Final DDS Fastway, Data Access Radial, Megalink, Frame Relay Services List (as relevant).
- (b) Subject to clause 11.1(c), Telstra will commence the disconnection of all Services set out on the Final ISDN Services List or the Final DDS Fastway, Data Access Radial, Megalink, Frame Relay Services List (as relevant) on the date that is 1 Business Day after the Final ISDN Exit Date or Final Non-ISDN Exit Date (as relevant) and complete

disconnection of these services as soon as reasonably practicable after the Final ISDN Exit Date or Final Non-ISDN Exit Date (as relevant).

- (c) Notwithstanding clauses 11.1(a)-(b) of this Required Measure 5(D) but without limiting or restricting any obligation owed by Telstra to NBN Co under a Definitive Agreement, Telstra may defer commencement of disconnection of a Special Service or Special Service Input in a Covered ISDN Access Service Family or the Final DDS Fastway, Data Access Radial, Megalink, Frame Relay Services List (as relevant) beyond the Final ISDN Exit Date or Final Non-ISDN Exit Date (as relevant) if Telstra, acting reasonably and in accordance with the objectives in clause 2.1(d) and (e) of the Plan, considers this is required to minimise disruption to the supply of fixed-line carriage services in accordance with the objective in clause 2.1(b) of the Plan.

## Attachment A – Excluded SS Order Types

Order Description	Service Restriction application during the No Changes Period
<p><b>Apply exchange based barring and suspension</b></p>	<p>These order types will not be blocked during the No Changes Period for both Wholesale and Retail customers. Note that Telstra's business-as-usual timeframes will apply to the processing of any orders received during the No Changes Period. In the event the order is received and not completed prior to the Special Services Disconnection Date, the service will be disconnected as per the disconnection requirements.</p>
<p><b>Order and service remediation, reversals, reconnections for error or credit management purposes</b></p> <p>Any remediation needed to provide service continuity during the No Changes Period. For example, where it becomes evident an error was made in provisioning, where a service is incorrectly ported out causing a service disconnection which then needs to be restored, credit management issues arising from the need to restore services that have previously been barred or suspended due to credit purposes, fault rectification and / or service restoration.</p>	
<p><b>Local Number Portability</b></p> <p>Local Number Port Out requests will be allowed at any time. Local Number Port In requests will not be allowed.</p>	
<p><b>Changes to Service Details for nuisance calls and silent line requests</b></p> <p>Telstra is permitted to process requests to change a telephone listing so that it will not be published in Telstra's directories, or to allow a change of telephone number in the event of nuisance calls, as per Telstra's standard process.</p>	
<p><b>Orders that are received prior to the commencement of the No Changes Period</b></p> <p>For example, In-flight orders.</p>	
<p><b>Further changes to service details relating to Name or Directory Listing relating to specific personal circumstances</b></p> <p>Telstra is permitted to process changes to service details relating to Name or Directory Listing to reflect a change in personal circumstances, arising from:</p> <ul style="list-style-type: none"> <li>• changes in account holder name e.g., maiden to married name; or</li> <li>• changes in account ownership to a related party such as a spouse / partner as a result of death / relationship break-down.</li> </ul>	
<p><b>Bulk churns or transfers of copper services arising from industry mergers and acquisitions</b></p>	

Order Description	Service Restriction application during the No Changes Period
<p><b>Exchange Based Virtual Services</b></p> <p>Telstra is permitted to process requests for Exchange Based Virtual Services including:</p> <ul style="list-style-type: none"> <li>• Number Redirection and Messagebank; Reservation;</li> <li>• Messagebank Away and Messagebank Virtual;</li> <li>• Inbound products (13xx, 18xx, 19xx); and</li> <li>• Utilised by Law Enforcement Agencies.</li> </ul>	
<p><b>Orders for configuration, software and record changes to services.</b></p> <p>Both Wholesale and Retail customers will be able to place orders for configuration, software and record changes during the No Changes Period.</p>	
<p><b>Orders associated with Port Changes at the Telstra Exchange</b></p> <p>Orders relating to ULL Port Swap activity in Telstra Exchanges where the Wholesale Customer has certified prior to processing, that the resulting Port Change remains connected on the same Premises, Customer and Service type prior to the Port Change and will not involve a technology upgrade of the End User's Service.</p>	