
Migration Plan

given by Telstra Corporation Limited to the
Australian Competition and Consumer
Commission on ~~29 July~~24 August 2011 under
section 577BDA of the Telecommunications
Act 1997

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Background

- A The Commonwealth is proposing to deploy the NBN Co Fibre Network to pass 93% of Australian premises.
- B The Commonwealth established NBN Co to construct, own and operate the NBN Co Fibre Network.
- C Telstra has given the ACCC an Undertaking under subsection 577A(1) of the Act which, if it comes into force, will require that Telstra must (among other things) ensure that, by the Designated Day, it does not supply fixed-line carriage services to retail customers over a telecommunications network Telstra controls, other than as provided in the Networks and Services Exemption.
- D Subject to certain conditions being satisfied (including the coming into force of this Plan and the Undertaking), Telstra and NBN Co have agreed that Telstra will progressively disconnect fixed line carriage services (other than Exempt Services) that are supplied by Telstra to Premises within the Fibre Footprint using the Copper Network and HFC Network as the NBN Co Fibre Network is deployed.
- E This Plan sets out certain actions that Telstra will take, and those processes which it will apply to:
 - (a) cease to supply fixed line carriage services (other than Exempt Services) using the Copper Network and HFC Network; and
 - (b) commence to supply fixed line carriage services using the NBN Co Fibre Network.
- F This Plan is given by Telstra to the ACCC under subsection 577BC(1) and in accordance with section 577BDA of the Act and is the draft migration plan nominated as such by Telstra in the Undertaking.
- G In a document accompanying the Undertaking, Telstra nominated for the purpose of sub section 577AA(1)(c)(vi) of the Act that the ACCC's acceptance of the Undertaking was to be subject to the ACCC approving this Plan.

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

A term or expression starting with a capital letter:

- (a) which is defined in the Dictionary in Schedule 9 (**Dictionary**) to this Plan, has the meaning given to it in the Dictionary;
- (b) which is not defined in the Dictionary, has the meaning given to it in the Undertaking; and
- (c) which is defined in the Act, but is not defined in the Dictionary or the Undertaking, has the meaning given to it in the Act.

1.2 Interpretation

- (a) Subject to clauses (b) and (c), the Dictionary sets out rules of interpretation for this Plan.
- (b) For the purposes of this Plan:
 - (i) Telstra disconnects a Premises from a Separating Network when that Premises is Passed and Telstra ceases to supply all Copper Services or HFC Services (other than Special Services and Special Service Inputs) to that Premises using that Separating Network;
 - (ii) Telstra disconnects a Separating Network in a Rollout Region when it ceases to supply Copper Services or HFC Services (other than Special Services and Special Service Inputs) using that Separating Network to any Premises in that Rollout Region that is Passed, other than Premises to which one of the circumstances in clause 16 applies;
 - (iii) Telstra disconnects a Copper Service or HFC Service supplied to a Premises in a Rollout Region that is Passed when it ceases to supply that service to that Premises using the Copper Network or HFC Network, respectively;
 - (iv) Telstra disconnects a Soft Dial Tone service from a Premises that is Passed when Telstra ceases to supply the Soft Dial Tone service to that Premises;
 - (v) a Copper Path connecting a Premises that is Passed is permanently disconnected when and for so long as the conditions specified in Schedule 5 apply in respect of that Copper Path;
 - (vi) an HFC Line connecting a Premises that is Passed is permanently disconnected when and for so long as the conditions specified in Schedule 5 apply in respect of the relevant Premises;
 - (vii) a Premises is Passed if the Premises is included in a list of Premises notified by NBN Co to Telstra from time to time, under and in accordance with the Definitive Agreements, of Premises that both have been passed by the NBN Co Fibre Network and are capable of being physically connected to the NBN Co Fibre Network, irrespective of whether or not the Premises is NBN Serviceable;
- (c) In accordance with subsection 577BE(5) of the Act, when this Plan comes into force the Undertaking will have effect as if the provisions of this Plan were provisions of the Undertaking.
- (d) Explanatory notes included in this Plan may be taken into account when interpreting it.

1.3 Types of Rollout Regions and the Fibre Footprint within each Rollout Region

- (a) Telstra's disconnection of Premises under this Plan will occur on a region by region basis and as NBN Co rolls out the NBN Co Fibre Network and Premises are Passed.
- (b) The types of regions that will be the basis of deployment of the NBN Co Fibre Network are:

- (i) an FSA Module;
 - (ii) an Initial Release Rollout Region;
 - (iii) an Acquired Network Rollout Region;
 - (iv) an In-fill Rollout Region,
- (each referred to as a **Rollout Region**).
- (c) The Fibre Footprint in each Rollout Region is:
- (i) before the Disconnection Date:
 - (A) the set of Premises notified by NBN Co to Telstra, under and in accordance with the Definitive Agreements, as having been Passed or which NBN Co intends will be Passed in that Rollout Region; and
 - (B) may change at any time, as notified by NBN Co to Telstra, under and in accordance with the Definitive Agreements; and
 - (ii) on the Disconnection Date, is the set of Premises notified by NBN Co to Telstra, under and in accordance with the Definitive Agreements, as having been Passed in that Rollout Region.

1.4 Order of precedence

If there is any conflict or inconsistency between any of the provisions of this Plan and the Undertaking (other than this Plan), the provisions of the Undertaking prevail to the extent of the conflict or inconsistency.

2 Objective and scope of this Plan

The objectives of this Plan are to provide for the disconnection of carriage services supplied to Premises within a Rollout Region that are Passed, in a way that:

- (a) provides for the efficient and timely disconnection of wholesale and retail Non-Exempt Services from a Separating Network as the NBN Co Fibre Network is deployed;
- (b) to the extent that it is in Telstra's control, minimises disruption to the supply of Non-Exempt Services;
- (c) to the greatest extent practicable, gives Wholesale Customers autonomy over decisions about the timing of disconnection of their Copper Services (to the extent they are Non-Exempt Services) from the Copper Network and sequencing of that disconnection with connection to the NBN Co Fibre Network requested by a Wholesale Customer from NBN Co to enable them to minimise disruption to the supply of services to end users, when connecting to the NBN Co Fibre Network;
- (d) to the greatest extent practicable, provides for Wholesale Services supplied to Premises within the Fibre Footprint in a Rollout Region to be disconnected in an equivalent manner to the disconnection of corresponding Retail Copper Services supplied to those Premises; ~~and~~

- (e) provides for the equivalent treatment of Wholesale Customers and Retail Business Units in the implementation of the processes for disconnecting Copper Services supplied to Premises within the Fibre Footprint in the same Rollout Region;
- (f) provides for Telstra to have in place reasonable policies and business practices relating to disconnection from a Separating Network and which policies and business practices provide for Telstra to facilitate, to the extent it is reasonably in Telstra's control to do so, the management by Wholesale Customers of the migration of their customers in a way that:
 - (i) minimises the period of any service outage; and
 - (ii) the time taken to complete local number portability processes and other ancillary procedures; and
- (g) provides for these objectives to be met in a way which gives reasonable regulatory certainty for Telstra in connection with activities it is required to undertake in the course of Migration.

3 Application to Telstra and Telstra subsidiaries

This Migration Plan applies to Telstra and any Related Entity of Telstra which is in a position to exercise control of a Separating Network or any part of a Separating Network over which Non-Exempt Services are supplied to Premises within the Fibre Footprint in any Rollout Region.

4 Commencement and term

4.1 Commencement

- (a) This Plan commences at the start of the day immediately following the day on which both of the following become satisfied:
 - (i) the Undertaking is accepted by the ACCC and comes into force; and
 - (ii) this Plan is approved by the ACCC.
- (b) If the DA Commencement Date occurs after the Plan Commencement Date, then:
 - (i) the following provisions of this Plan will come into force on the Plan Commencement Date:
 - (A) clause 5;
 - (B) clause 23;
 - (C) clause 24;
 - (D) clause 27;
 - (E) clause 30;
 - (F) clause 32; and

- (ii) all remaining provisions of this Plan come into force only on the DA Commencement Date.

4.2 Operation

- (a) Subject to clause 4.2(b), this Plan will continue in force until the date that Telstra completes disconnection of all Separating Networks in all Rollout Regions, at which time it will cease to have effect.
- (b) The following provisions of this Plan continue to apply indefinitely, notwithstanding that this Plan has otherwise ceased to have effect in accordance with clause 4.2(a):
 - (i) clauses 17 and 18;
 - (ii) clause 24.2(a).

4.3 Telstra's existing non-Migration related activities and rights are unaffected by this Plan

- (a) Except as provided for in this Plan nothing in this Plan restricts or prevents Telstra from engaging in business as usual conduct to manage its business and products within the Fibre Footprint. For example, nothing in clauses 9, 14 or 21 restricts or prevents Telstra from applying its ordinary business practices or exercising contractual rights in respect of:
 - (i) disconnection of a Copper Service or HFC Service for a purpose which is unrelated to Migration (for example, when a service is terminated by Telstra for non-payment of an account or through the exercise by Telstra of standard contractual rights to terminate a contract with a Wholesale Customer or Retail Customer);
 - (ii) any refusal to supply, or continue to supply, a particular Wholesale Service or Retail Service (including at a particular Premises) due to business rules that also apply on a similar basis outside the Fibre Footprint, such as:
 - (A) service qualification issues;
 - (B) standard technical requirements; or
 - (C) due to a failure by a customer to meet minimum standard financial requirements; and
 - (iii) undertaking product exits involving any Copper Service or HFC Service, from time to time, including to exit a particular Telstra product which is a Special Service before a White Paper Disconnection Date for that SS Class has been determined under clause 21.

4.4 Telstra's performance affected by a Force Majeure Event

- (a) Telstra will not contravene this Plan, or be liable for any delay or failure to perform any obligation under this Plan, to the extent that the delay or failure to perform is caused by a Force Majeure Event.
- (b) Telstra will take all reasonably available steps to address or overcome the effects of a Force Majeure Event and until the effects of that Force Majeure

Event are addressed or have been overcome, take all reasonably available steps to mitigate the effects of the Force Majeure Event. This clause 4.4 does not require Telstra to give preference in its response to a natural disaster or other emergency to the need to overcome the effects of a Force Majeure Event over any other ordinary business or network priorities which it applies in responding to such events.

- (c) If Telstra determines that it needs to rely on this clause 4.4 in respect of any delay or failure to perform an obligation under this Plan, it will:
 - (i) as soon as reasonably practicable after it becomes aware that a Force Majeure Event has affected its performance under this Plan, notify the ACCC of the Force Majeure Event and any steps which Telstra will undertake under clause 4.4(b) to address, overcome or mitigate that effect;
 - (ii) notify the ACCC as soon as reasonably practicable after Telstra becomes aware that the Force Majeure Event has ceased to affect its obligations under this Plan.

5 Required Measures

5.1 Scope of Required Measures

- (a) At the date of lodging this Plan with the ACCC for approval, Telstra is not in a position to establish or specify the measures, processes, business practices, systems, interfaces and other matters contemplated by the Migration Plan Principles Determination set out in Schedule 7 (**Required Measures**).
- (b) For clarity,
 - (i) the list of Required Measures set out in Schedule 7 is exhaustive and the addition of any further new matters to this Plan would require Telstra to lodge a variation to this Plan; and
 - (ii) Telstra will ensure that Required Measures are consistent with and do not limit or restrict any obligation owed by Telstra to NBN Co under a Definitive Agreement, including in respect of any disconnection timeframes.
- (c) **Subject to clause 21.5**, Telstra will develop the Required Measures set out in Schedule 7 and lodge each Required Measure with the ACCC for approval not later than the date that is:
 - (i) 6 months after the Plan Commencement Date; or
 - (ii) such later date as the ACCC allows in respect of any one or more of the Required Measures (or any part of a Required Measure).

5.2 Roadmap for development of Required Measures

- (a) Within not more than 30 Business Days of the ACCC's approval of the Plan, Telstra will provide the ACCC with a high level roadmap for the development of all of the Required Measures, which will set out:

- (i) the intended order in which Telstra anticipates developing each of the Required Measures; and
 - (ii) an indicative and non-binding timeframe for the development of each Required Measure, including a high level description of any related activities that are being undertaken by Telstra or NBN Co under the Definitive Agreements which could impact the development of the Required Measure (for example, where Telstra intends to align the development of systems or processes under both the Definitive Agreements and a Required Measure under this Plan).
- (b) Telstra will publish a copy of the development roadmap on its web site as soon as practicable after providing the roadmap to the ACCC under clause 5.2(a).
 - (c) Telstra will keep the ACCC reasonably informed about its progress in respect of the development roadmap for Required Measures and, if Telstra becomes aware that there is a material change or variation required, it will promptly lodge an amended development roadmap with the ACCC.

5.3 Individual work plans

- (a) In accordance with the roadmap provided to the ACCC under clause 5.2, Telstra will for each Required Measure:
 - (i) develop a work plan which which meets the requirements of clause 5.3(b);
 - (ii) provide a copy of the work plan to the ACCC and publish the work plan on the Telstra website;
 - (iii) keep the ACCC regularly informed of Telstra's progress in developing each Required Measure, including:
 - (A) responding to any request for an update or information received from the ACCC in respect of a work plan; and
 - (B) taking into account any matters raised by the ACCC in relation to the development of the Required Measure.
- (b) Each work plan for development of a Required Measure will comprise:
 - (i) a high level description of the Required Measure;
 - (ii) where relevant, a high level description of any technical or system functionality that needs to be developed, including any modifications (if known) to Telstra's ordering, provisioning or other systems or interfaces to implement the Required Measure (for example, any new order type or billing process which needs to be introduced into Telstra's systems);
 - (iii) a timeline for development of the Required Measure to meet the date by which the documentation of the Required Measure must be provided to the ACCC;
 - (iv) if relevant, a timeline for implementation of the Required Measure following approval by the ACCC pursuant to clause 5.4; and

- (v) an engagement strategy for consulting with industry groups and Wholesale Customers (as relevant) where the Required Measure:
 - (A) needs to be consistent with an existing Standard Industry Process; or
 - (B) will be likely to involve any system or process modifications by Wholesale Customers; or
 - (C) will establish a process which Wholesale Customers will need to use for the purposes of this Plan.
- (c) Telstra will develop each Required Measure under this clause 5 in accordance with the work plan provided to the ACCC.
- (d) Telstra may vary a work plan at any time, provided that it:
 - (i) updates the ACCC within 5 Business Days in respect of the variation; and
 - (ii) complies with any subsequent direction from the ACCC in relation to such variation.

5.4 ACCC approval of a Required Measure

- (a) Once Telstra has developed or established a draft Required Measure, it will submit it to the ACCC for approval.
- (b) The ACCC may undertake a public consultation in respect of the draft Required Measure, provided that the ACCC may not publish any confidential information identified by Telstra in the Required Measure (or associated documentation) without the prior consent of Telstra.
- (c) The ACCC may request the Adjudicator to provide the ACCC with advice in respect of the draft Required Measure and if it does so, the ACCC must provide Telstra with a full copy of the Adjudicator's advice as soon as practicable after receiving it.
- (d) The ACCC must within 60 Business Days of Telstra lodging a Required Measure:
 - (i) approve a draft Required Measure if the ACCC is satisfied that it complies with the Migration Plan Principles; or
 - (ii) otherwise refuse to approve the draft Required Measure if it does not comply with the Migration Plan Principles, and direct Telstra to resubmit the draft Required Measure, amended to take into account the concerns raised by the ACCC.
- (e) Within 40 Business Days of receiving a direction under sub-clause (d)(ii), Telstra will resubmit an amended draft Required Measure to the ACCC for approval, in respect of which clauses 5.4(b) to (d) will then apply recursively.
- (f) If the ACCC seeks advice from the Adjudicator under clause 5.4(c), the 60 Business Day period applicable under clause 5.4(d) will be extended by a period equal to the time between the date that the ACCC submits a request to

the Adjudicator and the date the ACCC receives the advice from the Adjudicator.

- (g) Once approved by the ACCC, a Required Measure will be deemed to form part of this Plan.

6 Telstra to use Existing Processes

6.1 Telstra will use Existing Processes

- (a) As a general principle, as a means of ensuring the efficient and timely disconnection of Copper Services, Telstra will use Existing Processes for managing and implementing the disconnection of Copper Services at Premises that are Passed:
 - (i) to the maximum extent that it is reasonable and practicable for Telstra to do so; and
 - (ii) except and to the extent that the ACCC or the Adjudicator requires a variation of an Existing Process or a new or modified Disconnection Measure in accordance with clause 28.
- (b) Telstra will use the Existing Processes specified in Schedule 1 for managing and implementing the disconnection of Premises in a Rollout Region during the Migration Window.
- (c) Telstra will develop the Required Measures in accordance with the general principle in clause 6.1(a).

6.2 Telstra will use standard operating systems and interfaces

- (a) As a general principle, as a means of minimising the extent of IT and system changes required to be made by Telstra and Wholesale Customers to implement this Plan, Telstra will use existing Telstra wholesale systems and interfaces, including both business support systems and operational support systems to receive and process orders received by Telstra from Wholesale Customers for the disconnection of Wholesale Services:
 - (i) to the maximum extent that it is reasonable and practicable to do so; and
 - (ii) except and to the extent that the ACCC or the Adjudicator requires variation of a standard operating system or interface or an Existing Process in accordance with clause 28.
- (b) Telstra will use the existing Telstra wholesale systems and interfaces, including both business support systems and operational support systems, as specified in Schedule 1 to allow each Wholesale Customer to lodge, and for Telstra to accept, process and execute, orders for the disconnection of Wholesale Services during the Migration Window in each Rollout Region.
- (c) Where Telstra is reasonably required to develop new or modified wholesale systems or interfaces in order to support a new Required Measure, Telstra will do so in accordance with the general principle in clause 6.2(a).

6.3 Telstra will use Standard Industry Processes

- (a) Telstra will seek to ensure that this Plan, and each Existing Process for disconnecting Copper Services at Premises that are Passed in Rollout Regions remains substantially aligned with Standard Industry Processes:
 - (i) to the maximum extent that it is reasonable and practicable for Telstra to do so; and
 - (ii) except and to the extent that the ACCC or the Adjudicator requires variation of a standard operating system or interface or an Existing Process or Disconnection Measure in accordance with clause 28.
- (b) Subject to any variation made under clause 28, Telstra will use the Standard Industry Processes, including in relation to local number portability, set out as part of the Existing Processes specified in Schedule 1.
- (c) If a new or modified industry standard or process is developed by industry groups from time to time in order to facilitate disconnection and other related activities, Telstra will consider whether that new standard or process may reasonably require a variation to this Plan and for that purpose, Telstra will consult in good faith with Wholesale Customers about whether a variation to this Plan (including any Existing Process) is required.
- (d) Where Telstra proposes:
 - (i) a variation to this Plan to give effect to a variation of an Existing Process; or
 - (ii) a new or modified Disconnection Measure,

in order to keep this Plan aligned with a Standard Industry Process, then notwithstanding that the ACCC or the Adjudicator has accepted the relevant variation, Disconnection Measure or Required Measure, it will not take effect under this Plan unless and until the relevant Standard Industry Process comes into force, including by virtue of:

 - (i) a registered industry code or industry standard established under Part 6 of the Act;
 - (ii) a service provider rule; or
 - (iii) any other binding legal or regulatory requirement.
- (e) Where there is no Standard Industry Process dealing with RSPs' ability to lodge disconnection orders on behalf of an end user, Telstra will not implement its own policy in this regard unless the ACCC has approved a variation to this Plan that provides for this policy to be used. For clarity, this clause 6.3(e) does not apply, and so does not require Telstra to seek approval from the ACCC, prior to Telstra participating in and complying with any Standard Industry Process which is developed to deal with RSPs' ability to lodge disconnection orders on behalf of an end user.

6.4 Telstra not responsible for coordination or management of the connection process

- (a) Except as provided for under clause 10 in respect of Pull Through Activities, including the obligation to provide Easycall call diversion functionality in respect of Wholesale Line Rental services under clause 10.3, nothing in this Plan makes Telstra responsible, directly or indirectly, for coordinating or managing with NBN Co, the Wholesale Customer or any third party (other than a Telstra Retail Customer on the NBN Co Fibre Network) any aspect of the connection process for Wholesale Customers except at Telstra's discretion and where it occurs on commercially agreed terms. For clarity, Telstra is not required to:
- (i) redesign or modify any of its systems, interfaces or processes in order to provide access to Copper Services information required for NBN Connection, including in respect of installation;
 - (ii) supply any other technical or network information, data, system access or expertise in connection with NBN Connection; or
 - ~~(iii)~~ provide any ~~interim carriage~~ Interim Carriage Service, except Easycall call diversion as specified in clause 10.3.
- ~~(iii)~~ (b) For clarity, this clause 6.4 does not limit or restrict the ACCC from setting charges, either in the form of one-off or ongoing charges, with respect to the provision of access to a declared service.— supplied by Telstra.

7 Telstra's timetable for disconnection of Premises will be determined by reference to NBN Co's rollout schedule

7.1 A Disconnection Schedule to be published

- (a) Telstra will establish a schedule of Disconnection Dates (**Disconnection Schedule**), which will set out the Disconnection Dates for all of those Rollout Regions for which a Ready for Service Date has been published by NBN Co.
- (b) Telstra will publish the Disconnection Schedule at the same time to Retail Customers and Wholesale Customers and in a manner which is prominent and appropriate (although it may not be the same communications method for all Wholesale Customers and Retail Customers) including, for example, on a Telstra website or, in the case of Wholesale Customers, as a web link on the Wholesale Portal.
- (c) Telstra will update the Disconnection Schedule as soon as reasonably practicable and in any event within 5 Business Days of:
- (i) NBN Co publishing or updating a Ready for Service Date for a Rollout Region on its website;
 - (ii) any other update or modification to a Disconnection Date, including any extension of a Disconnection Date for a Rollout Region under clause 7.3.
- (d) Telstra will ensure that all Wholesale Customers are notified that Telstra will or has commenced publishing the Disconnection Schedule on the Wholesale Portal (or any other Telstra website). For clarity, once Telstra has given notice under this clause 7.1(d), Telstra is not required to notify individual Wholesale

Customers of subsequent changes in the Disconnection Schedule as they are published.

7.2 Disconnection Dates for different types of Rollout Regions

- (a) Subject to clause 7.3, the Disconnection Dates for different types of Rollout Regions will be set by reference to the NBN Co Fibre Network rollout schedule published by NBN Co, as follows:
- (i) in the case of an Initial Release Rollout Region or an Acquired Network Rollout Region, the Disconnection Date will be:
 - (A) where the Disconnection Commencement Date for that Initial Release Rollout Region or Acquired Network Rollout Region is before the Disconnection Trigger Date, the date which is 18 months after the Disconnection Trigger Date; or
 - (B) where the Disconnection Commencement Date for that Initial Release Rollout Region or Acquired Network Rollout Region is on or after the Disconnection Trigger Date, the date which is 18 months after the Disconnection Commencement Date for that Initial Release Rollout Region; or
 - (ii) in the case of any other Rollout Region the Disconnection Date will be:
 - (A) where the Ready For Service Date for that Rollout Region is before the Disconnection Trigger Date, the date which is 18 months after the Disconnection Trigger Date; or
 - (B) where the Ready For Service Date for that Rollout Region is on or after the Disconnection Trigger Date, the date which is 18 months after the ~~Region~~ Ready For Service Date for that Rollout Region,or as those dates are modified or extended as referred to in clause 7.3.
- (b) For the purpose of this clause 7.2, the Disconnection Commencement Date or Ready for Service Date for a Rollout Region will be the relevant date specified for that Rollout Region published by NBN Co from time to time as part of the schedule for the rollout of the NBN Co Fibre Network by NBN Co on its website.

7.3 Extension of a Disconnection Date

Telstra will update the Disconnection Schedule as soon as practicable and in any event within 5 Business Days after the Disconnection Date for a Rollout Region has been extended by NBN Co and Telstra in accordance with the Definitive Agreements.

Explanatory note: Possible causes of an extension to the Disconnection Date

There are a limited number of circumstances which may give rise to an extension of the Disconnection Date, as determined under the Definitive Agreements. These include where the level or volume of end user complaints associated with the NBN rollout in a particular Rollout Region leads to a joint NBN-Telstra Operational Review Committee determining that there has been a 'Material Adverse Customer Impact' in a particular Rollout Region that requires an extension of the Disconnection Date for that Rollout Region.

7.4 First and last date on which orders for disconnection can be lodged

Retail Customers and Wholesale Customers may lodge orders for the disconnection of Copper Services at Premises that are Passed within a Rollout Region:

- (a) commencing at any time, in accordance with Telstra's Existing Processes for managing the disconnection of Copper Services before the Ready for Service Date for that Rollout Region; and
- (b) up until the last date on which Telstra will accept disconnection orders for Copper Services in respect of Premises in the Rollout Region (which are not Special Services), being the Disconnection Date for that Rollout Region; and
- (c) for a Special Service or Special Service Input, up to the Disconnection Date for that type (and, if applicable, SS Class) of Special Service or Special Service Input, as determined under clause 21.

8 Provision by Telstra of information about disconnection and Disconnection Dates

8.1 Telstra communication with Wholesale Customers about impending Disconnection Dates

- (a) Without limitation to clause 7.1, Telstra will use all reasonable endeavours to communicate in a timely and effective manner with its Wholesale Customers about the Disconnection Schedule.
- (b) Telstra has a significant number and diversity of Wholesale Customers, and consequently Telstra has in place a number of communication policies and business practices which it uses to keep its Wholesale Customers informed about relevant developments and Telstra activities, including:
 - (i) the Telstra Wholesale website and/or the Wholesale Portal;
 - (ii) wholesale helpdesk facilities;
 - (iii) individualised communications through account managers;
 - (iv) engagement by Telstra in industry groups and publications;
 - (v) periodic customer reviews between relevant managers of Telstra and the Wholesale Customer;
 - (vi) various marketing and promotional activities;
 - (vii) period events such as wholesale product launches and technical briefings; and
 - (viii) other regular communications, notifications, and materials distributed generally to Wholesale Customers.
- (c) Taking into account the number and diversity of Wholesale Customers, Telstra will use all reasonable endeavours, including adopting appropriate and effective communication approaches for different types of Wholesale Customer, to ensure that Wholesale Customers are made aware in a timely manner of

impending Disconnection Dates for Rollout Regions. For example, without limitation, Telstra will ensure that:

- (i) all wholesale account managers are instructed and trained to discuss the Disconnection Schedule with Wholesale Customers;
 - (ii) the Disconnection Schedule, and discussion of any impending Disconnection Dates, is included as a standing item on periodic customer reviews;
 - (iii) a hyper link to the Disconnection Schedule is placed prominently on the Telstra Wholesale website and/or the Wholesale Portal.
- (d) For the avoidance of doubt, nothing in this clause 8.1 requires Telstra to notify end users of a Wholesale Customer of any impending Disconnection Dates applicable to those end users.

8.2 Telstra communication with Retail Customers about impending Disconnection Dates

- (a) Without limitation to clause 7.1, Telstra will use all reasonable endeavours to communicate in a timely and effective manner with its Retail Customers of Retail Copper Services and HFC Services about the Disconnection Schedule.
- (b) Telstra has a significant number of and diverse Retail Customers of Retail Copper Services and HFC Services, and consequently Telstra has in place a number of communication policies and business practices which it uses to keep its Retail Customers informed about relevant developments and Telstra activities, including:
 - (i) mass marketing and promotions for retail residential and business customers;
 - (ii) websites and online resources;
 - (iii) individualised communications through dedicated account managers for some government and commercial customers;
 - (iv) Telstra outbound call centres and inbound help desk facilities; and
 - (v) information and updates included for Retail Customers with or as part of their periodic billing process.
- (c) Taking into account the number and diversity of Retail Customers of Retail Copper Services and HFC Services, Telstra will use all reasonable endeavours, including adopting appropriate and effective communication approaches for different types of Retail Customer, to ensure that Retail Customers in a Rollout Region are made aware in a timely manner of impending Disconnection Dates for that Rollout Region.
- (d) Without limitation to clause 8.2(c), where Telstra continues to supply Retail Copper Services or HFC Services to a Retail Customer at Premises in a Rollout Region four months before the Disconnection Date for that Rollout Region, Telstra will notify the Retail Customer no less than three months before the Disconnection Date of the impending disconnection of their Premises from the Separating Network, irrespective of whether or not Telstra had already provided any earlier notification of disconnection to that Retail Customer.

Explanatory Note: The Public Information Campaign

The communications requirements under this Plan are limited to disconnection measures undertaken by Telstra. However, prior to the Disconnection Date in each Rollout Region, there will be a broader information campaign (**Public Information Campaign**) which will be undertaken by NBN Co that will, amongst other things, inform end users in that Rollout Region about:

- the benefits of disconnecting their Copper Services and using alternative Fibre Services over the NBN;
- what will occur in respect of any Copper Services and HFC Services that have not been disconnected by the Disconnection Date;
- any actions end users may be required to take in order to Connect to the NBN, including any likely replacement or upgrade of customer premises equipment, in-premises wiring or new or upgraded applications;
- the possibility of Copper Services being disconnected by NBN Co in the course of Connecting a Premises to the NBN; and
- any special arrangements that have been put in place to assist particular types of end users, such as medical priority assistance customers, and information about how those arrangements can be accessed.

Each service provider, including Telstra, may develop and undertake its own communications strategy for customers about migration and its impacts on existing services, unrelated to the Public Information Campaign.

9 Disconnection of Copper Services and HFC Services during the Migration Window

9.1 Existing Processes for disconnection of Retail Services during the Migration Window

- (a) During the Migration Window for a Rollout Region, Telstra will disconnect a Retail Copper Service at each Premises which is Passed in that Rollout Region:
 - (i) where requested to do so directly by the relevant Retail Customer;
 - (ii) where it receives a number portability request in relation to the relevant Retail Copper Service;
 - (iii) where the Retail Customer has agreed to acquire Fibre Services from Telstra and Telstra is disconnecting the Retail Copper Service in the course of Migrating that Retail Customer;

- (iv) where a Retail Service which is a broadband service is disconnected following disconnection of any other Standard Telephone Service supplied using the same Copper Path; or
 - (v) if a Standard Industry Process is in place dealing with notifications by gaining RSPs in relation to Migrating end users, by an RSP acting on behalf of a Retail Customer in accordance with that Standard Industry Process.
- (b) Telstra will implement and manage disconnection of Retail Services using the Existing Processes for Copper Services set out in Schedule 1.

9.2 Existing Process for disconnection of HFC Services during the Migration Window

- (a) During the Migration Window for a Rollout Region, Telstra will disconnect an HFC Service at each Premises that is Passed in that Rollout Region, either:
- (i) where requested to do so directly by the Retail Customer; or
 - (ii) where the Retail Customer has agreed to acquire Fibre Services from Telstra and Telstra is disconnecting the HFC Service in the course of Migrating that Retail Customer.
- (b) Telstra will implement and manage the disconnection of HFC Services using the Existing Process set out for HFC Services in Schedule 2.

9.3 Wholesale Customers to retain autonomy over disconnection decisions, including control over the timing of disconnection

- (a) Subject to clause 9.3(b), during the Migration Window, Telstra will ensure that each Wholesale Customer retains autonomy and control over the timing of disconnection by Telstra of that Wholesale Customer's Copper Service at a Premises in a Rollout Region which is Passed by:
- (i) only disconnecting that Wholesale Customer's Copper Service in accordance with a disconnection order received from the Wholesale Customer; and
 - (ii) using Existing Processes, to the maximum extent that it is reasonable and practicable to do so, in accordance with clauses 6.1 and 6.2.
- (b) During the Migration Window for a Rollout Region, a Wholesale Service supplied to Premises in that Rollout Region which is Passed may be disconnected without a disconnection order or prior notice to the Wholesale Customer in the event that:
- (i) the Wholesale Service is an LSS or Wholesale ADSL Layer 2 service and a Standard Telephone Service which is provided using the same Copper Path is disconnected;
 - (ii) the Wholesale Service is otherwise disconnected in accordance with the ordinary operation of a Standard Industry Process that does not require a Wholesale Order for disconnection (for example, where Telstra receives a number portability request the processing of which gives rise to an automatic cancellation of any other Wholesale Copper Services supplied using the same Copper Path).

- (c) Subject to clause 4.3, the circumstances set out in clauses 9.3(b)(i) and (ii) are the only circumstances in which a Wholesale Customer may not control the timing of disconnection of its Wholesale Services, prior to the Disconnection Date.
- (d) The standard operating systems and interfaces and Existing Processes referred to in clauses 6.1 and 6.2 facilitate, to the extent that it is reasonably in Telstra's control to do so, management by Wholesale Customers of the Migration of their customers in a way that:
 - (i) minimises the period of any service outage and the time taken to complete local number portability processes and any ancillary processes; and
 - (ii) allows Wholesale Customers autonomy to:
 - (A) control the timing of the disconnection of Wholesale Services by setting and re-setting, if required, the requested date for disconnection of each Copper Service (subject to clause 9.3(b)); and
 - (B) coordinate with NBN Co to minimise the period of any service outage between the disconnection of Wholesale Services at a Premises and the connection at the same Premises of Fibre Services.

10 Pull Through Activities

10.1 Consents for Pull Through Activities

- (a) In the course of connecting a Premises to the NBN Co Fibre Network, it may be necessary or expedient for NBN Co or its installing contractor to physically remove one or more Copper Lines or HFC Lines from a lead-in conduit at that Premises in order to 'pull through' the fibre optic cable which will be used to connect the Premises to the NBN Co Fibre Network (**Pull Through Activities**).
- (b) For clarity, Pull Through Activities will be undertaken by NBN Co or its agents or contractors. Telstra is not required to undertake any Pull Through Activities, Cable Rectification or installation of any Temporary Cable by NBN Co at a Premises.
- (c) In respect of Premises to which Wholesale Services are supplied, Telstra will inform NBN Co that a lead-in conduit is not suitable for Pull Through Activities where:
 - (i) a Copper Line located in the lead-in conduit is used to supply a Wholesale Service, and the Wholesale Customer has not given prior consent to Pull Through Activities in respect of a Copper Line over which that Wholesale Customer is supplied with Wholesale Services; and
 - (ii) where there is more than one Copper Line in the lead-in conduit over which Wholesale Services are being supplied and not all affected Wholesale Customers have given prior consent to Pull Through Activities in respect of Copper Lines over which those Wholesale Customers are supplied with Wholesale Services.

- (d) As soon as reasonably practicable following the Plan Commencement Date, Telstra will develop a Required Measure which establishes a standardised process that enables it to:
 - (i) use reasonable endeavours to obtain a consent from the Wholesale Customer to NBN Co (or its Personnel) undertaking Pull Through Activities using Copper Lines over which that Wholesale Customer is supplied with Wholesale Services; and
 - (ii) use reasonable endeavours to obtain a release from the Wholesale Customer in favour of an NBN Co Benefited Person for certain Losses or Claims arising out of or in relation to the Pull Through Activities, Cable Rectification or installation of a Temporary Cable in relation to Pull Through Activities;
 - (iii) use reasonable endeavours to obtain a consent from the Wholesale Customer for NBN Co or its Personnel to use and disclose confidential information of the Wholesale Customer which is provided to NBN Co or its Personnel by Telstra or directly by the Wholesale Customer for the purposes of NBN Co performing Pull Through Activities, Cable Rectification and installing any Temporary Cable; and
 - (iv) use reasonable endeavours to obtain an undertaking by the Wholesale Customer, for the purposes of NBN Co (or its Personnel) performing Pull Through Activities, to provide information directly to NBN Co (if so requested) as to whether there is a priority assistance service, medical alert service, alarm service, or service with substantially similar service levels to the foregoing being supplied over a Copper Line by a person other than Telstra.
- (e) Telstra is obtaining the consents and releases set out in clause 10.1(d) for and on behalf of NBN Co.
- (f) For the avoidance of doubt, nothing in this clause 10:
 - (i) permits or requires Telstra to seek or obtain the consent of an end user of a Wholesale Customer in relation to Pull Through Activities at a Premises; and
 - (ii) makes Telstra responsible, directly or indirectly, for providing NBN Co with notice as to whether there is a priority assistance service, medical alert service, alarm service, or service with substantially similar service levels to the foregoing being supplied over a Copper Line by a person other than Telstra.

10.2 Notification of a Pull Through Exception Event

- (a) If NBN Co notifies Telstra that:
 - (i) NBN Co is prevented by a Pull Through Exception Event from completing Pull Through Activities, Cable Rectification or the installation of a Temporary Cable at a Premises and which relates to a Copper Line used to supply a Wholesale Service; or
 - (ii) NBN Co has installed a Temporary Cable, which is being used to supply a Wholesale Service,

Telstra will promptly give notice to the affected Wholesale Customer of any matter notified to Telstra by NBN Co (other than to the extent that the information is confidential).

- (b) As soon as reasonably practicable following the Plan Commencement Date, Telstra will develop a Required Measure which establishes a standardised process that enables it to provide notices to Wholesale Customers of the matters set out in this clause 10.2.

Explanatory Note: Pull Through Activities

The Pull Through Activity process will be undertaken by NBN Co and its installing contractors on a case by case basis, after attending a Premises and determining if the conduit is suitable for use for this purpose. NBN Co will put in place more detailed technical manuals and specifications governing Pull Through Activities, including the rectification processes (including any temporary measures) to be used in the event that NBN connection is not immediately successful.

Where the Copper Lines which are used for the purpose of Pull Through Activities are used to supply ULLS or LSS, Telstra anticipates that Wholesale Customers will primarily interact with NBN Co directly in relation to any remote testing of Cable Rectification or installed Temporary Cables.

10.3 Interim call diversion arrangements

- (a) Telstra will maintain call diversion as a standard feature of Wholesale Line Rental services supplied to Premises in Rollout Regions during the Migration Window so that this feature is available to end users of Wholesale Customers where NBN Co proposes to undertake Pull Through Activities at a Premises supplied with Wholesale Services.
- (b) For clarity, nothing in this clause 10.3 requires Telstra to inform end users of Wholesale Customers of the call diversion feature or how to activate it.

10.4 Any temporary disconnection during Pull Through will not affect call diversion or local number portability

Telstra undertakes that any outage period or temporary disconnection associated with NBN Co undertaking Pull Through Activities will not:

- (a) affect the operation (including any future cancellation) of any call diversion functionality which has been activated on the relevant Copper Path; or
- (b) prevent or restrict the porting of any telephone number associated with the Copper Path,

following completion of the Pull Through Activities and NBN Connection by NBN Co (or its Personnel).

11 Telstra staff and contractors attending on site

- (a) To the greatest extent practicable, Telstra will use processes for disconnection which do not require any Personnel of Telstra to attend at end user Premises that are Passed to disconnect those Premises from a Separating Network.

- (b) Subject to clause 11(c), in the exceptional case where Personnel of Telstra are required to attend on site at a Premises in the Fibre Footprint within a Rollout Region for the purpose of:
 - (i) connecting an end user to a Fibre Service who is not a Retail Customer for that service; or
 - (ii) disconnecting a Wholesale Service,the Personnel will be prohibited from undertaking any Marketing Activity while attending on site for that purpose.
- (c) Nothing in clause 11(b) will be taken to limit or prevent Personnel of Telstra from engaging in Marketing Activity if and to the extent that:
 - (i) the Marketing Activity relates to the provision of services by Telstra under the USO;
 - (ii) the Commonwealth Government has requested or required Telstra to conduct the Marketing Activity; and
 - (iii) the Telstra Personnel are attending on site at Premises in order to disconnect a Retail Service supplied by Telstra, except where the Personnel are doing so for or on behalf of NBN Co (in which case, clause 11(d) applies).
- (d) Where Personnel of Telstra are required to attend on site at a Premises for or on behalf of NBN Co, the Personnel will be prohibited from undertaking any Marketing Activity while attending on site for that purpose.
- (e) For clarity, subject to clause 11(f), Telstra Personnel may attend on site at the Premises of Retail Customers in order to perform work for and on behalf of NBN Co as well as in connection with the installation or supply of Telstra retail services, during the same visit. In those circumstances, nothing in clause 11(d) restricts or prevents those Telstra Personnel from undertaking any Marketing Activity while performing work in connection with the installation or supply of the Telstra retail service and which is therefore unrelated to the work undertaken for or on behalf of NBN Co.
- (f) Where Personnel of Telstra are required to attend for or on behalf of NBN Co on site at the Premises of a Retail Customer that is also a customer of a Wholesale Customer or another RSP, the Telstra Personnel must not undertake any “win back” or other Marketing Activity related to alternative Telstra products to the product or products supplied by that Wholesale Customer or other RSP to the end user.
- (g) Without limitation to this clause 11, Telstra will provide mandatory training for all Personnel who are engaged in attending on site at Premises in the circumstances contemplated by clause 11(b), in order to ensure that such Personnel are aware of the restrictions placed on their activities under this Plan.

12 Telstra activities in the lead up to the Disconnection Date for each Rollout Region

12.1 Notification to disconnecting Telstra voice only Retail Customers of the automatic disconnection of related services

Where, in respect of a Premises which is Passed in a Rollout Region, Telstra supplies only a Standard Telephone Service to a Retail Customer at that Premises using the Copper Network, Telstra will notify the Retail Customer that if Telstra disconnects that Standard Telephone Service in response to a request from that Retail Customer, any other fixed line carriage service supplied using the same Copper Path, whether by Telstra or a Wholesale Customer, will also be disconnected without further notice.

12.2 Notification to Wholesale Customers when Wholesale Services are automatically disconnected

- (a) Where Telstra disconnects a Retail Copper Service supplied to a Premises within the Fibre Footprint in a Rollout Region in response to a request received from a Retail Customer and that disconnection affects a Wholesale Service supplied to that Premises using the same Copper Path, Telstra will notify the relevant Wholesale Customer of the disconnection, in accordance with the Existing Process for such notifications set out in Schedule 1.
- (b) Where Telstra disconnects a Copper Service supplied to a Premises within the Fibre Footprint in a Rollout Region in response to a disconnection order received from a Wholesale Customer and that disconnection affects a Wholesale Service supplied to a second Wholesale Customer at that Premises using the same Copper Path, Telstra will notify the second Wholesale Customer of the disconnection, in accordance with the Existing Process for such notifications set out in Schedule 1.

13 Order Stability Period prior to the Disconnection Date

13.1 Order Stability Period leading up to the Disconnection Date

- (a) Telstra may apply an Order Stability Period in each Rollout Region immediately prior to the Disconnection Date for that Rollout Region for the purpose of facilitating Migration in an orderly and robust manner and to allow Telstra time to clear any remaining pending orders (or modifications) before the Managed Disconnection process commences.
- (b) The duration of the Order Stability Period that will apply under this Plan, unless or until amended in accordance with clause 13.2, is 20 Business Days.
- (c) During the Order Stability Period in each Rollout Region, Telstra will not process any order types in respect of the supply of Copper Services and HFC Services to Premises within the Fibre Footprint in a Rollout Region, except orders for disconnection of Copper Services and HFC Services (including orders for number portability or other service requests which result in or are associated with disconnection).
- (d) Telstra will ensure that the length of the Order Stability Period applied in a Rollout Region and any restrictions imposed during the Order Stability Period, as varied from time to time under clause 13.2:

- (i) are in accordance with General Principles 8 and 21;
- (ii) to the greatest extent practicable, apply to Wholesale Orders to the same extent and in the same way as they apply to Retail Orders of the same type; and
- (iii) are imposed for the shortest period reasonably required.

Explanatory Note: Order Stability Period

The Order Stability Period under this clause 13 only relates to services supplied by Telstra on the Copper Network. The Order Stability Period will not prevent either Retail Customers or Wholesale Customers from lodging disconnection orders (and those orders being processed by Telstra) up to the Disconnection Date, including as part of migration of a Premises to the NBN Fibre Network. The Order Stability Period also does not affect the ordering or provisioning systems of NBN Co – so does not impact on the ability of RSPs to lodge connection orders with NBN Co during this period.

Telstra is still identifying what order restrictions (e.g. specific order types) may be required in the lead up to the Disconnection Date (and the subsequent managed disconnection of all remaining Copper Services in a Rollout Region) to allow it to stabilise its service database. While Telstra will continue to handle disconnection orders up to the Disconnection Date, it is not yet aware of what other order types will be able to be managed during this period.

13.2 Review and modification of the Order Stability Period and associated restrictions

- (a) Telstra will review the Order Stability Period from time to time to assess whether the duration and nature of restrictions set out in clauses 13.1(b) and 13.1(c) require adjustment with the benefit of operational experience, and taking into account the Plan Objectives and the Migration Plan Principles, including in each of the following circumstances:
 - (i) where Telstra is requested to do so by the ACCC;
 - (ii) where Telstra is requested to do so by the Adjudicator; and
 - (iii) where Telstra is reasonably requested to do so by a Wholesale Customer.
- (b) In undertaking any review of the Order Stability Period, Telstra will consult with Wholesale Customers, NBN Co and any relevant NBN working group of Communications Alliance.
- (c) Where Telstra undertakes a review of the Order Stability Period, unless otherwise agreed with a party requesting the review, Telstra will complete its review within 20 Business Days of the date that Telstra receives the relevant request.
- (d) As soon as reasonably practicable and in any event within 10 Business Days of completing its review of the Order Stability Period, Telstra will:
 - (i) notify the ACCC or the Adjudicator (as applicable) of any proposal to introduce a different Order Stability Period or to modify the number or type of orders which are subject to the relevant restrictions (**Order**

- Stability Proposal)** – where Telstra is reviewing its Order Stability Period at the request of a Wholesale Customer, it will notify the ACCC;
- (ii) publish a description of the Order Stability Proposal on the Wholesale Portal, together with the reasons for and likely costs and benefits of the Order Stability Proposal; and
 - (iii) consult in good faith with the ACCC and Adjudicator (as applicable), and Wholesale Customers, including providing them with a reasonable prior opportunity to comment on the Order Stability Proposal.
- (e) The ACCC or Adjudicator (as applicable) may:
- (i) accept the Order Stability Proposal;
 - (ii) reject the Order Stability Proposal provided that in doing so the ACCC or Adjudicator (as applicable) provide reasons for rejection.
- (f) If an Order Stability Proposal is accepted under clause 13.2(e), then:
- (i) this clause 13 will be taken to be varied to reflect the new or modified restrictions on order processing or the modified Order Stability Period specified in the Order Stability Proposal; and
 - (ii) Telstra will notify Wholesale Customers of the new Order Stability Period, including publishing a notice on the Telstra Wholesale website.
- (g) A Wholesale Customer may refer any of the following matters as a dispute under clause 31 of this Plan:
- (i) any complaint that the operation of the Order Stability Period does not provide for equivalent treatment of orders received by Telstra from Wholesale Customers and Retail Customers (in respect of comparable services), or that the operation of the Order Stability Period is otherwise inconsistent with General Principles 8 or 21; or
 - (ii) a failure by Telstra to consult in good faith or to provide Wholesale Customers with a reasonable prior opportunity to comment on the Order Stability Proposal.

14 Managed Disconnection commencing at the Disconnection Date

14.1 Managed Disconnection to commence on the Disconnection Date

- (a) On the Disconnection Date for a Rollout Region, Telstra will commence to disconnect all remaining Copper Services and HFC Services which are still active at Premises within the Fibre Footprint in that Rollout Region and for which no disconnection order has been received by Telstra from a Retail Customer or a Wholesale Customer at that Premises before the Disconnection Date (**Managed Disconnection**).
- (b) Subject to clause 14.3, Telstra will complete Managed Disconnection of all Premises within the Fibre Footprint in a Rollout Region by the date which is 10 Business Days after the Disconnection Date, except for the following types of Premises and Copper Services:

- (i) In-Train Order Premises, which will be disconnected in accordance with clause 15.1;
 - (ii) Added Premises, which may be disconnected in accordance with clause 15.2;
 - (iii) Affected Premises which Telstra is prohibited by law from disconnecting, in accordance with clause 15.3;
 - (iv) any Premises or Copper Services that are Reconnected in accordance with clause 18; and
 - (v) all Special Services, which will be disconnected in accordance with the process and principles set out in clause 21 in this Plan.
- (c) The period commencing on the Disconnection Date and ending on the latest date permitted for disconnection of a Premises under this clause 14.1 is the **'Disconnection Window'** for that Premises.

14.2 Processes to be used by Telstra for undertaking Managed Disconnection

- (a) Telstra will develop a Required Measure under clause 5 to specify the process or processes that it will use to undertake Managed Disconnection during the Disconnection Window.
- (b) The high level process steps set out in Schedule 3 are indicative of the Managed Disconnection process that Telstra anticipates will be required.

14.3 Network Management Services

Telstra is permitted to provide, and there is no obligation under this Plan requiring it to disconnect, any Network Management Services, including where provided in a Rollout Region after the Disconnection Date for that Rollout Region.

14.4 Telstra to notify Wholesale Customers before final disconnection

On or as soon as reasonably practicable after the Disconnection Date, Telstra will notify Wholesale Customers of any Wholesale Services which Telstra supplies to that Wholesale Customer at Premises which are Passed in the Rollout Region and which will be disconnected as part of the Managed Disconnection, including by notifying those Wholesale Customers of the impending disconnection on the Wholesale Portal.

15 Types of Premises and related Disconnection Windows

15.1 Disconnection of In-Train Order Premises

- (a) On or before the Disconnection Date for each Rollout Region, Telstra will procure that NBN Co will provide Telstra with a list of NBN In-Train Order Premises that are Passed within that Rollout Region.
- (b) In respect of a Premises that is Passed, if NBN Co determines that:
 - (i) a completed, valid and serviceable order for the provision to an NBN Customer of a Fibre Service to that Premises has been accepted by NBN Co before the relevant Disconnection Date;

- (ii) the installation work or provision of Fibre Services for the order is scheduled to commence before the date which is 30 Business Days after that Disconnection Date (unless otherwise extended by NBN Co); and
- (iii) NBN Co believes that Premises will not be NBN Connected as at the Disconnection Date,

that Premises is an **In-Train Order Premises**.

- (c) On and after the Disconnection Date for a Rollout Region, Telstra will continue to supply each Copper Service or HFC Service which it supplied as at the Disconnection Date to a Premises notified by NBN Co as an In-Train Order Premises, until the earliest of the following dates, on which date Telstra will then disconnect the Premises:
 - (i) the date that a Copper Service or HFC Service is disconnected in accordance with a standard disconnection order or Existing Process;
 - (ii) the date that is 30 Business Days after the date that:
 - (A) Telstra is notified by NBN Co that the In-Train Order Premises has been NBN Connected; or
 - (B) Telstra cancels or revokes an order for the provision to an NBN Customer of NBN Services for an In-Train Order Premises before NBN Connection of that In-Train Order Premises; or
 - (C) NBN Co informs Telstra that an order for the provision to an NBN Customer of NBN Services for an In-Train Order Premises has been revoked or cancelled before NBN Connection of that In-Train Order Premises; and
 - (iii) the date which is 90 Business Days after that Disconnection Date.

15.2 Disconnection of Added Premises

- (a) If:
 - (i) a Premises is added to the Fibre Footprint in a Rollout Region after the 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 (an **Added Premises**); and
 - (ii) Telstra has a contractual obligation to the Retail Customer or the Wholesale Customer in respect of that Premises to provide a notice period prior to disconnecting that Premises, and that notice period is longer than the period between the date that NBN Co notifies Telstra of the addition of the Premises to the Fibre Footprint and the Disconnection Date for the Rollout Region; and
 - (iii) prior to the Disconnection Date for that Rollout Region, that Retail Customer or Wholesale Customer objects to Telstra in writing to the disconnection of that Premises by the Disconnection Date,

then:

- (iv) Telstra may continue to provide those Copper Services or HFC Services that Telstra provided to that Premises as at that Disconnection Date between that Disconnection Date and the earlier of:
 - (A) the date that those Copper Services or HFC Services are disconnected in accordance with a standard disconnection order or Existing Process;
 - (B) the end of the notice period referred to in clause 15.2(a)(ii) (calculated on the basis that the notice period begins on the date which is 20 Business Days after the date that NBN Co notifies Telstra of the addition of the Premises to the Fibre Footprint); and
 - (C) the date which is 18 months after the date that Telstra is notified that the Premises is added to the Fibre Footprint;
- (v) or such later date determined under clause 15.2(b).
- (b) Clauses 15.1 will apply to extend the date until which Telstra may continue to supply Copper Services and HFC Services under clause 15.2(a)(iv), and will establish the later date on which Telstra will disconnect the Premises, as if all references in clause 15.1 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 15.2(a)(iv) (but for this clause 15.2(b)).

15.3 Premises where disconnection is prohibited by law

- (a) Telstra may continue to supply Copper Services and HFC Services to any Premises in a Rollout Region which is Passed on or after the Disconnection Date for that Rollout Region (**Affected Premises**) to the extent that Telstra is prevented by law from:
 - (i) ceasing the provision of those services to that Affected Premises; and
 - (ii) disconnecting the Affected Premises.
- (b) Telstra will disconnect an Affected Premises no later than 5 Business Days after the date that Telstra ceases to be prevented by law from:
 - (i) ceasing the provision of those services to that Affected Premises; and
 - (ii) disconnecting the Affected Premises.

16 Disconnection of all Premises to be completed by the Designated Day

As at the Designated Day, Telstra will have permanently disconnected all Premises that are Passed from all Separating Networks, except:

- (a) Premises in any Rollout Region in which NBN Co is still in the process of undertaking a rollout as at the Designated Day, in which case Telstra will complete disconnection of that Rollout Region in accordance with this Plan, including undertaking a Managed Disconnection process following the later Disconnection Date for that Rollout Region, in accordance with clauses 14 and 15;

- (b) Premises to which Telstra or a Wholesale Customer are supplying a Special Service or a Special Service Input, and in respect of which a Disconnection Date has not occurred for the applicable SS Class in accordance with clause 21; and
- (c) Premises that have had Copper Paths or HFC Lines built or Reconnected in accordance with clause 18.

17 No supply of new Copper Services and HFC Services after a Premises becomes NBN Serviceable

17.1 No supply of Copper Services

Subject to clause 21, Telstra will not supply any new Copper Service to a Retail Customer or to a Wholesale Customer using a Separating Network after the Ready for Service Date for a Rollout Region at a Premises within the Fibre Footprint in that Rollout Region which is Passed and:

- (a) is NBN Serviceable; or
- (b) is not NBN Serviceable but would require the installation of new copper or other infrastructure (i.e. there is not an 'in place' copper connection at the Premises) except and to the extent that Telstra in its discretion supplies a new Copper Service to the Premises in order to fulfil a USO requirement.

17.2 No supply of HFC Services

Telstra will not supply any new HFC Service to a Premises using a Separating Network after the Ready for Service Date for a Rollout Region at a Premises within the Fibre Footprint in that Rollout Region which is Passed and NBN Serviceable.

18 Temporary Reconnection

18.1 Reconnection for Material NBN Unavailability

- (a) Except as otherwise specified in this clause 18, and subject to clause 21, Telstra will not build new Copper Paths or Reconnect Copper Paths or HFC Lines at Premises which have been Passed and that have been permanently disconnected and will reject any request from an end user or a Wholesale Customer to do so.
- (b) While not required to do so, Telstra may (at its discretion) as a measure of last resort build new Copper Paths or Reconnect Copper Paths or HFC Lines in order to provide Copper Services or HFC Services, respectively, in the event of Material NBN Unavailability.
- (c) If Telstra elects to build new Copper Paths or to Reconnect Copper Paths in order to provide Copper Services to Retail Customers under this clause 18.1, Telstra will:
 - (i) also make available Wholesale Services on an equivalent basis over those Copper Paths;
 - (ii) consult in good faith with Wholesale Customers and the ACCC in relation to the nature and timing of any Wholesale Services supplied, taking into

account that such Copper Services will need to be put in place quickly and will only be provided as an interim measure; and

- (iii) permanently disconnect any new or Reconnected Copper Paths or HFC Lines as soon as is reasonably practicable after receiving notice from NBN Co that the Material NBN Unavailability has ceased, and in any event will complete such permanent disconnection by the date 30 calendar days after the date such notice was received from NBN Co.

18.2 Reconnection in the event of Permanent Cessation of Operations

- (a) Telstra may at its discretion Reconnect Copper Paths or HFC Lines on and from the date that any Permanent Cessation of Operations or Insolvency Event occurs in relation to NBN Co.
- (b) If Telstra elects to build new Copper Paths or to Reconnect Copper Paths in order to provide Copper Services to Retail Customers under this clause 18.2, Telstra will:
 - (i) also make available Wholesale Services on an equivalent basis over those Copper Paths; and
 - (ii) consult in good faith with Wholesale Customers and the ACCC in relation to the nature and timing of any Wholesale Services supplied.

19 Telstra's commencing to provide services using the NBN

Telstra will commence to supply carriage services using the NBN Co Fibre Network:

- (a) by following the connection protocols set out in ~~the~~ NBN Co's wholesale broadband agreement or any other connection arrangements agreed from time to time by Telstra and NBN Co; and
- (b) in accordance with a timetable that, ~~to the greatest extent reasonably practicable, is consistent with the requirements of Telstra's Retail Customers within the Fibre Footprint, is determined on the following basis:~~
 - (i) Telstra will place orders with NBN Co for the NBN Connection of Premises on a region by region basis, commencing in each Rollout Region from the date that NBN Co notifies RSPs that it will commence accepting orders in respect of that Rollout Region;
 - (ii) during the Migration Window in each Rollout Region, Telstra will to the greatest extent reasonably practicable determine the timing of individual orders for NBN Connection of Premises as requested by or otherwise agreed with each Telstra customer and in accordance with the ordering and provisioning processes established by NBN Co under the connection protocols or other arrangements referred to in clause 19(a).

20 Soft Dial Tone

20.1 Telstra to provide Soft Dial Tone after the Disconnection Date for voice only customers supplied using Wholesale Line Rental

If:

- (a) Telstra disconnected a Wholesale Line Rental service at a Premises as part of a Managed Disconnection process undertaken in accordance with clause 14; and
- (b) Telstra is not supplying any carriage service to that Premises over the NBN Co Fibre Network; and
- (c) NBN Co has not notified Telstra that the Premises is an In-Train Order Premises,

then Telstra will:

- (d) as far as practicable, continue to supply Soft Dial Tone to the Premises until the date (the **relevant date**) which is the earliest of:
 - (i) 20 Business Days after the Disconnection Date for the relevant Rollout Region; or
 - (ii) the date that Telstra is informed by NBN Co or the Wholesale Customer that the Premises is otherwise connected to the NBN Co Fibre Network; and
- (e) disconnect the Soft Dial Tone service from the Premises on the relevant date.

20.2 Telstra to provide Soft Dial Tone after the Disconnection Date for voice only Retail Customers

If:

- (a) Telstra has disconnected a Premises as part of a Managed Disconnection process undertaken in accordance with clause 14; and
- (b) Telstra was supplying a Standard Telephone Service to a Retail Customer at that Premises over a Copper Path immediately prior to the disconnection; and
- (c) Telstra is not supplying any carriage service to a Retail Customer at that Premises over the NBN Co Fibre Network; and
- (d) NBN Co has not notified Telstra that the Premises is an In-Train Order Premises;

then Telstra will:

- (e) as far as practicable, continue to supply a Soft Dial Tone service until the date (the **relevant date**) which is the earliest of:
 - (i) 20 Business Days after the Disconnection Date for the relevant Rollout Region; or
 - (ii) the date that the Premises is otherwise connected to the NBN Co Fibre Network; and
- (f) disconnect the Soft Dial Tone service from the Premises on the relevant date.

21 Special Services

21.1 Direct Special Services will continue to be supplied up to the Disconnection Date for each SS Class

- (a) Telstra will continue to accept new orders for, and will continue to supply, each SS Class of Direct Special Service and each Special Service Input certified by a Wholesale Customer under clauses 21.6 or 21.7 as being used to supply a carriage service which is Service Equivalent to that SS Class, in respect of a Premises which is Passed in a Rollout Region:

(i) that has otherwise been permanently disconnected; and

(ii) after the Disconnection Date for that Rollout Region,

up until the Disconnection Date for that SS Class, determined in accordance with clause 21.1(b),

(SS Supply Period).

- (b) Subject to clause 21.11, the Disconnection Date for each SS Class of Direct Special Services (and which will also be the Disconnection Date for any Special Service Inputs certified by a Wholesale Customer under clauses 21.6 or 21.7 as being used to supply a carriage service which is Service Equivalent to that SS Class) will be the date which is the earlier of:

(i) the date that the SS Class is no longer supplied by Telstra or any earlier cease supply date applicable to Telstra's acceptance of new orders as determined in accordance with a standard Telstra product exit process as contemplated by clause 4.3; and

(ii) the White Paper Disconnection Date, if any, applicable to that SS Class, as determined in accordance with clause 21.4 (in the case of new orders, subject also to any prior Order Stability Period).

- (c) Telstra will continue to disconnect Special Services and Special Service Inputs, from time to time during the SS Supply Period applicable to the relevant SS Class, in accordance with any disconnection orders received from a Retail Customer or Wholesale Customer.

Explanatory Note: Disconnection of Direct Special Services

There are a number of specific types of Copper Services for which appropriate NBN-based alternatives may not be available during the early period of the NBN rollout. As at the commencement of the Migration Plan, this list is set out in Schedule 4, for both retail and wholesale 'Direct Special Services'.

Direct Special Services will be disconnected during the course of the NBN rollout on a different timetable to the 'region by region' disconnection process used for standard voice and broadband services. This will occur either following the release by NBN Co of new NBN product functionality using a new 'White Paper' process (see clause 21.4) or in accordance with Telstra's business as usual product withdrawal process.

At the same time as Telstra disconnects (and stops accepting new orders for) a SS Class of Direct Special Services, it will also disconnect (and stop accepting new orders for) any ULLS or LSS that have been certified by Wholesale Customers as being used to supply services that are service equivalent to that SS Class (i.e. Special Service Inputs). From the Disconnection Date for a SS Class of Direct Special Services, any ULLS or LSS used by Wholesale Customers to provide equivalent services will be treated as standard ULLS and LSS, and not as Special Service Inputs, meaning they will be disconnected in accordance with the standard rollout schedule and Telstra will not supply new ULLS and LSS of this kind to Premises that have already become NBN Serviceable (see clause 17).

Telstra intends to keep the current list of active Direct Special Services (i.e. those which are still being supplied by Telstra) published on its Telstra Wholesale website, and to provide information about upcoming product exits, NBN Co White Papers and the associated disconnection arrangements and timeframes for each SS Class of Direct Special Services and Special Service Inputs.

21.2 Copper Paths will be built at permanently disconnected Premises in order to enable supply of Direct Special Services and Special Service Inputs

- (a) Subject to clauses 21.8 and 21.9, where Telstra receives an order for the supply of a new Direct Special Service or Special Service Input during the SS Supply Period for the applicable SS Class, in respect of a Premises that has been permanently disconnected, Telstra will use all reasonable endeavours to build a Copper Path at the Premises in order to enable the supply of the ordered Direct Special Service or Special Service Input.
- (b) Telstra will prepare a Required Measure that sets out the processes contemplated by this clause 21.2 for Telstra to build Copper Paths at Premises which had previously been permanently disconnected, in order to supply Special Services and Special Service Inputs to that Premises.

21.3 Equivalent notice to Wholesale Customers about product exits for Direct Special Services

- (a) Where Telstra supplies Copper Services of the same SS Class to both Retail Customers and Wholesale Customers (i.e. where an Access Service or a Product Bundle of the same name is listed in both Tables 1 and 2 of Schedule 4), Telstra will ensure that any Disconnection Date set for that SS Class under a product exit process is:
 - (i) the same in respect of Retail Customers and Wholesale Customers; and

- (ii) in any event, ensures that affected Wholesale Customers are provided not less than 18 months prior notice of the Disconnection Date for the SS Class (unless Telstra agrees a shorter notice period with a Wholesale Customer).
- (b) Where Telstra supplies Copper Services of an SS Class to Wholesale Customers only (i.e. where an Access Service or a Product Bundle is listed in Tables 2 of Schedule 4 only), Telstra will ensure that any Disconnection Date set for that SS Class under a product exit process ensures that affected Wholesale Customers are provided not less than 18 months prior notice of the Disconnection Date for the SS Class (unless Telstra agrees a shorter notice period with a Wholesale Customer).
- (c) Where Telstra reaches a final decision to exit an SS Class as contemplated in clause 4.3, it will provide Wholesale Customers which acquire Special Service Inputs that are certified under clause 21.7 as being used to provide a carriage service which is Service Equivalent to that SS Class with:
 - (i) at least the same period of notice of the product exit as:
 - (A) if the exiting SS Class is supplied to Retail Customers – the period of notice that Telstra’s Retail Business Unit provides to relevant customers; and
 - (B) if the exiting SS Class is supplied to Wholesale Customers – the period of notice that Telstra’s Wholesale Business Unit provides to relevant Wholesale Customers; and
 - (ii) in any event, not less than 18 months prior notice of the Disconnection Date for the SS Class (unless Telstra agrees a shorter notice period with a Wholesale Customer).

21.4 NBN Co Product Releases and the White Paper Disconnection Date

Explanatory Note: The NBN Co White Paper process

From time to time, NBN Co may issue a commercial release of additional product functionality relevant to a particular SS Class ~~(SS Product Release)~~. Where NBN Co makes an SS Product Release, it will publish a public ~~white paper~~ White Paper which outlines how the NBN can be used to provide the SS Equivalent Services ~~(White Paper)~~.

The White Paper process will be undertaken by NBN Co and Telstra expects that NBN Co's product development process will involve an industry consultation process, managed by NBN Co, in which service providers can engage directly with NBN Co in relation to product development issues or questions.

The Subscriber Agreement provides a process for Telstra to dispute whether a proposed NBN ~~services~~ service described in a White Paper does permit Telstra to support services on the NBN Co Fibre Network which are equivalent to the Special Service class on the Copper Network. The dispute is to be resolved by an Independent Assessor. If the Independent Assessor decides that the proposed NBN Co service will support equivalent services on the NBN Co Fibre Network, disconnection of the class of Special Services is to proceed. If the Independent Assessor determines that the proposed NBN Co service does not permit equivalent services to be offered on the NBN Co Fibre Network, the required disconnection of that class of Special Services is not triggered by the White Paper (although NBN Co may develop a further White Paper for that service class).

If NBN Co does not publish a White Paper for a particular SS Class before the fifth anniversary of the date of commencement of the Definitive Agreements, then NBN Co may, by giving Telstra not less than three months notice, elect that Telstra is not required to permanently disconnect any Special Services in that SS Class, in which case there will not be a White Paper Disconnection Date for that SS Class, and any Disconnection Date for that SS Class may only occur through an ordinary product exit process, as contemplated by clause 4.3 of the Plan.

- (a) The White Paper Disconnection Date for a SS Class will be either:
 - (i) if sub-clause (a)(ii) does not apply, 36 months from the date the White Paper for that SS Class was published by NBN Co; or
 - (ii) the date which is 35 months after an Independent Assessor has determined under the Subscriber Agreement that the SS Product Release would enable Telstra (acting reasonably, including taking all reasonable steps and incurring reasonable costs to develop products that use (among other things) the additional product functionality) to provide SS Equivalent Services for that SS Class.
- (b) Where Telstra supplies Direct Special Services of the same SS Class to both Retail Customers and Wholesale Customers (i.e. where an Access Service or a Product Bundle of the same name is listed in both Tables 1 and 2 of Schedule 4), Telstra will ensure that any Disconnection Date set for that SS Class under this clause 21.4 is the same in respect of Retail Customers and Wholesale Customers.

21.5 Disconnection processes for each SS Class

- (a) Telstra will develop and submit for approval under clause 5 a Required Measure setting out the process which Telstra will use to manage and implement disconnection of Copper Services of an SS Class, and all Special

Service Inputs used to provide carriage services that are Service Equivalent to that SS Class, at the earlier of the date which is:

- (i) no more than 6 months after Telstra publicly announces a product exit in respect of the SS Class, in the course of a standard Telstra product exit process as contemplated by clause 4.3; and
- (ii) no more than 6 months after a White Paper Disconnection Date for that SS Class has been determined,

or such later date as the ACCC permits.

- (b) For clarity, the Required Measure which is developed under clause 21.5(a) will address the disconnection of all relevant Direct Special Services and Special Service Inputs, including those which are in Rollout Regions for which the Disconnection Date has otherwise already occurred.

21.6 Certification of Special Service Inputs prior to the Ready for Service Date and Disconnection Date in a Rollout Region

- (a) Telstra will use the processes set out in Schedule 4 to confirm with each Wholesale Customer, on or before both the Ready for Service Date and Disconnection Date for a Rollout Region:
 - (i) those ULLS or LSS supplied to the Wholesale Customer at Premises within the Fibre Footprint in that Rollout Region which are Special Service Inputs; and
 - (ii) the carriage services provided by that Wholesale Customer over those Special Service Inputs are Service Equivalent to Direct Special Services (and if so, which SS Class of Direct Special Service, in each case).
- (b) Telstra will, as soon as reasonably practicable after receiving a request to do so from the ACCC or the Commonwealth, supply the requesting party with a list of the Special Service Inputs certified by Wholesale Customers in the Rollout Region(s) identified in the request, specifying:
 - (i) the number and type of Special Service Inputs certified;
 - (ii) the Wholesale Customer that certified each Special Service Input; and
 - (iii) such other information as the ACCC or Commonwealth reasonably request in respect of the certification(s).
- (c) Telstra will disconnect each ULLS or LSS supplied to a Wholesale Customer in a Rollout Region in accordance with the standard Managed Disconnection process for that Rollout Region, applying the disconnection processes and timeframes for disconnection of Premises set out in clauses 14 and 15, unless that Wholesale Customer has, before the Disconnection Date, certified to Telstra under this clause 21.6 that the Wholesale Customer uses the relevant ULLS or LSS as a Special Service Input.

21.7 Certification of New Special Service Inputs after the Disconnection Date

- (a) Telstra will not accept an order to supply a new ULLS or LSS to a Premises within the Fibre Footprint in a Rollout Region after the Disconnection Date for that Rollout Region, unless:

- (i) the Wholesale Customer provides a certification under clauses 2.4(a) and 2.4(b) of Schedule 4, to the extent applicable, in respect of the relevant Premises and ULLS or LSS; and
 - (ii) the certification provides that the ULLS or LSS is to be used to supply a carriage service which is Service Equivalent to an SS Class for which the Disconnection Date has not yet occurred (and identifies the relevant SS Class).
- (b) Nothing in this clause 21.7 prevents Telstra from refusing to accept an order for a new ULLS or LSS in respect of a Premises which is Passed in a Rollout Region prior to the Disconnection Date for that Rollout Region in accordance with clause 17, where the ULLS or LSS which is the subject of the order is certified as being for the purpose of supplying a carriage service which is Service Equivalent to an SS Class of Direct Special Service after the Disconnection Date for that SS Class of Direct Special Service.

21.8 Disconnection of Direct Special Services

- (a) If the Disconnection Date for a Rollout Region is on or before the Disconnection Date for an SS Class of Direct Special Services, Telstra will disconnect and will cease to accept any new orders for Copper Services in that SS Class at Premises in that Rollout Region on or immediately following the Disconnection Date for that SS Class of Direct Special Services, in accordance with the Required Measure established under clause 21.5.
- (b) If the Disconnection Date for a Rollout Region is after the Disconnection Date for an SS Class of Direct Special Services, then:
 - (i) where Telstra has undertaken a product exit in relation to that SS Class as contemplated by clause 4.3, Telstra will disconnect any existing Copper Services of that SS Class, and will cease to accept any new orders for Copper Services of that SS Class, in accordance with the relevant product exit arrangements, including disconnecting or ceasing to accept orders to supply those Copper Services before the Disconnection Date for that Rollout Region;
 - (ii) where there has not been any product exit by Telstra of that SS Class as contemplated by 4.3, but a White Paper Disconnection Date has elapsed in respect of the SS Class, Telstra will:
 - (A) continue to supply, and accept new orders for, Copper Services in that SS Class at Premises that have not been Passed;
 - (B) not accept orders for the supply of new Copper Services in that SS Class at Premises that have been Passed; and
 - (C) disconnect any existing Copper Services in that SS Class immediately following the Disconnection Date for that Rollout Region in accordance with the standard Managed Disconnection process and applying the disconnection processes and timeframes for disconnection of Premises set out in clauses 14 and 15 (i.e. in the same manner as if the Copper Services in that SS Class were not Special Services).

21.9 Disconnection of Special Service Inputs

- (a) If the Disconnection Date for a Rollout Region is on or before the Disconnection Date for an SS Class of Direct Special Services, Telstra will disconnect, and will cease accepting any new orders for, Special Service Inputs certified by a Wholesale Customer under clause 21.6 as being used to supply a carriage service which is Service Equivalent to that SS Class at Premises within the Fibre Footprint in the Rollout Region:
 - (i) immediately following the Disconnection Date for that SS Class of Direct Special Services (or, in the case of new orders, any earlier Order Stability Period); and
 - (ii) in accordance with the Required Measure established under clause 21.5.
- (b) If the Disconnection Date for a Rollout Region is after the Disconnection Date for an SS Class, then from the Disconnection Date for that SS Class any new or existing ULLS or LSS that are certified by a Wholesale Customer under clause 21.6 as Special Service Inputs used to supply a carriage service which is Service Equivalent to that SS Class at Premises within the Fibre Footprint in the Rollout Region, will no longer be treated as Special Service Inputs, but will be treated as ordinary ULLS or LSS, meaning that:
 - (i) immediately following the Disconnection Date for that Rollout Region (or, in the case of new orders, at any earlier Order Stability Period), Telstra will disconnect all such ULLS and LSS in accordance with the standard Managed Disconnection process and applying the disconnection processes and timeframes for disconnection of other Premises in that Rollout Region as set out in clauses 14 and 15; and
 - (ii) before the Disconnection Date for that Rollout Region, Telstra will not accept any new orders for such ULLS or LSS at Premises in respect of which clause 17 applies.

21.10 Telstra will publish up to date information about disconnection of Direct Special Services and Special Service Inputs

Telstra will establish and maintain a website for Wholesale Customers which provides up to date information in relation to product exits and disconnection arrangements affecting Direct Special Services and Special Service Inputs, including in respect of each SS Class of Direct Special Services:

- (a) whether a Disconnection Date has been determined for that SS Class and, if so, that date;
- (b) if a White Paper Disconnection Date has been determined for that SS Class, a link to further information made available by NBN Co in respect of the SS Product Release which is intended to provide alternative or replacement functionality using Fibre Services; and
- (c) if Telstra is undertaking any product exit in respect of that SS Class, a link to further information or notifications issued by Telstra in relation to the product exit.

21.11 Disconnection arrangements for Double-Ended service addresses

- (a) Where a Direct Special Service is Double-Ended and the Premises that is the A end and the Premises that is the B end of that Direct Special Service are in different Rollout Regions, Telstra will continue to provide that Double-Ended Special Service to both of those Premises until the date which is:
 - (i) determined in accordance with a standard disconnection order in respect of the Double-Ended Special Service; and
 - (ii) the later of the dates, if any, by which Telstra would otherwise be required to disconnect the A end Premises or B end Premises under clause 21.8.
- (b) If one end of a Double-Ended Special Service never becomes part of the Fibre Footprint, Telstra has no obligation to disconnect the Direct Special Service at either end.

21.12 Disconnection Date for Contracted Special Services

- (a) Telstra may continue to supply Copper Services (**Contracted Special Services**) in accordance with a limited number of retail contracts that were entered into by Telstra before 23 June 2011.
- (b) Telstra may build a Copper Path at Premises in a Rollout Region:
 - (i) that has otherwise been permanently disconnected; and
 - (ii) after the Disconnection Date for that Rollout Region,if Telstra considers that the Copper Path is necessary in order to supply a Contracted Special Service.
- (c) Telstra will disconnect Contracted Special Services which are supplied to a Premises in a Rollout Region by the later of:
 - (i) one month after the date that Telstra is no longer required to continue to provide that Contracted Special Service under the relevant retail contract;
 - (ii) to the extent that the relevant Copper Service is a Direct Special Service, the applicable Disconnection Date for that Direct Special Service determined in accordance with this clause 21; and
 - (iii) the Disconnection Date for that Rollout Region.

22 Removal of Wholesale Customer equipment from Telstra facilities

22.1 Telstra will keep TEBA and duct access processes under review and may apply to vary them as NBN Co access arrangements are developed

- (a) Telstra will process requests received from Wholesale Customers to remove equipment from Exchange Building Facilities and Telstra ducts serving Premises within the Fibre Footprint in a Rollout Region, using existing Telstra standard processes.

- (b) Telstra will keep the Existing Processes under review and will promptly seek approval for a variation of this Plan from the ACCC under section 577BF of the Act if Telstra reasonably considers that new or modified processes for equipment removal are necessary in order to align the processes under this Plan with any changes being made by Telstra to other facilities management and planning processes to facilitate access by NBN Co to Telstra facilities.

22.2 Telstra will handle requests from Wholesale Customers for permission to remove equipment from an Exchange Building Facility using the standard process

- (a) On and from the Plan Commencement Date, Telstra will accept requests for the removal of equipment from Exchange Building Facilities serving Premises within the Fibre Footprint in a Rollout Region in the form of Preliminary Study Requests (PSRs) and in accordance with standard TEBA ordering and provisioning processes, as varied from time to time.
- (b) Removal of equipment from Exchange Building Facilities will be governed by the standard processes and practices set out in:
 - (i) the arrangements between Telstra and the relevant Wholesale Customer under the relevant TEBA schedule of the contract between Telstra and the Wholesale Customer; and
 - (ii) Telstra Technical Specifications and Procedures.
- (c) The procedures governing physical access to ducts for the removal of equipment will be as set out in Telstra's TEBA Physical Access Procedures, as varied from time to time.
- (d) Any activities associated with access to duct and removal of cables must be undertaken by Telstra or a Telstra approved contractor. A list of approved contractors for this purpose will be made available by Telstra from time to time on the Telstra Wholesale website.

22.3 Telstra will process requests received from Wholesale Customers for permission to remove cables from a Telstra duct using the standard process

- (a) On and from the Plan Commencement Date, Telstra will accept orders for the removal of cables from ducts serving Premises within the Fibre Footprint in a Rollout Region in the form of duct study requests and in accordance with standard duct access ordering and provisioning processes, as varied from time to time.
- (b) Removal of cables from ducts will be governed by the standard processes and practices set out in:
 - (i) the arrangements between Telstra and the relevant Wholesale Customer under the contract between Telstra and the Wholesale Customer; and
 - (ii) Telstra Technical Specifications and Procedures.
- (c) The procedures governing physical access to ducts for the removal of equipment will be as set out in Telstra's TEBA Physical Access Procedures, as varied from time to time.

- (d) Any activities associated with access to duct and removal of cables must be undertaken by Telstra or a Telstra approved contractor. A list of approved contractors for this purpose will be made available by Telstra from time to time on the Telstra Wholesale Business Unit website.

22.4 Disputes may be referred to the Adjudicator

A Wholesale Customer may refer any complaint or dispute in respect of Telstra's application of the TEBA processes referred to in this clause 22, including any timeframes allowed by Telstra for the removal of the Wholesale Customer's equipment from an Exchange Building Facility, to the Adjudicator under clause 31 of this Plan.

22.5 Other ~~terms~~ requirements relating to removal of equipment from Exchange Building Facilities

Nothing in ~~this~~ clause 22.2 or 22.3 will prevent or restrict Telstra from being required to comply with any obligations that apply between a Wholesale Customer and Telstra under either:

- (a) an access agreement in place between Telstra and that Wholesale Customer in respect of the relevant Copper Services; or
- (b) any applicable final access determination,

in respect of the terms and conditions governing removal of equipment by Wholesale Customers from Telstra Exchange Building Facilities.

23 Information supplied to NBN Co

- (a) Those kinds of information which Telstra contemplates providing to NBN Co for the purposes of:
 - (i) facilitating the connection of Premises to the NBN and the commencement of supply of Fibre Services; and
 - (ii) the disconnection by Telstra of carriage services from a Separating Network at Premises in a Rollout Region,from the Plan Commencement Date are set out in Schedule 8.
- (b) As soon as reasonably practicable after Telstra becomes aware of any modification to the kind of information which it will be providing to NBN Co or that Telstra will be supplying any additional kind of information to NBN Co for either of the purposes set out clause 23(a), Telstra will notify the ACCC in writing of:
 - (i) the additional or modified kinds of information provided, or to be provided, to NBN Co; and
 - (ii) the circumstances in which it will supply those kinds of information to NBN Co.

24 Information security

Explanatory Note: NBN Co information

Telstra anticipates that most, if not all, of the information which NBN Co provides to Telstra under the Definitive Agreements will be published by NBN Co to the rest of industry at the same time. Any information which cannot be disclosed publicly (or to other service providers) will be the subject of specific ring fencing obligations set out in this clause 24.

24.1 NBN Co Migration Information

For the purpose of this clause 24, **NBN Co Migration Information** means any document, materials, data, or tangible item, or any information in some other form, which is disclosed by or on behalf of NBN Co to Telstra under the Definitive Agreements for the purposes of:

- (a) the connection by NBN Co or its Personnel of Premises and commencement of supply of Fibre Services using the NBN Co Fibre Network; or
- (b) disconnecting carriage services from a Separating Network at Premises within the Fibre Footprint in a Rollout Region,

but does not include:

- (c) any information which is, or comes into, the public domain other than through an act or omission of Telstra or any of its Related Entities or Personnel;
- (d) any information which NBN Co has made available to service providers or infrastructure providers generally;
- (e) any information which has been made available to Telstra by NBN Co under an agreement which is not a Definitive Agreement;
- (f) any information which was made available to Telstra by a person (other than NBN Co) who is not or was not then under an obligation of confidence to NBN Co in relation to that information;
- (g) any information which is or was developed by Telstra independently of NBN Co;
- (h) any information to the extent that Telstra is required by law to disclose that information (and then only to the extent it is required to do so);
- (i) any information received from or on behalf of NBN Co in relation to any payment by NBN Co of any amount to Telstra in connection with the disconnection of a Separating Network;
- (j) any information received from or on behalf of NBN Co in relation to any payment to Telstra for access to Telstra infrastructure or related services in connection with the build of the NBN Co Fibre Network; or
- (k) any other information or type of information that NBN Co and Telstra agree in writing is not NBN Co Migration Information.

24.2 Information security for NBN Co Migration Information

- (a) Telstra will ensure that any NBN Co Migration Information is not used or disclosed by Telstra to gain or exploit an unfair commercial advantage over Telstra's Wholesale Customers.
- (b) For the term specified for this Plan in clause 4.2(a), Telstra will comply with clause 24.2(a) by means of establishing and complying with the NBN Information Security Plan, and associated policies and processes.
- (c) Nothing in this Plan, including the NBN Information Security Plan, authorises Telstra to use or disclose confidential information of NBN Co in a manner which breaches or is inconsistent with any contractual or equitable duty of confidence owed by Telstra to NBN Co.
- (d) Any use or disclosure of confidential information which is required by this Plan, including the NBN Information Security Plan, will not be taken to be a use or disclosure required by law, for the purposes of the Definitive Agreements.

24.3 Development of NBN Information Security Plan

- (a) No later than 6 months after the Plan Commencement Date, or such later date as permitted by the ACCC, Telstra will develop a draft NBN Information Security Plan and submit the draft NBN Information Security Plan to the ACCC for approval:
 - (i) as a Required Measure in accordance with clause 5; and
 - (ii) incorporating the principles set out in Schedule 6.
- (b) Telstra will consult NBN Co in the development of the draft NBN Information Security Plan.
- (c) Until the NBN Information Security Plan is approved by the ACCC under clause 5 and comes into effect, Telstra will:
 - (i) comply with the notification regime in respect of its use and disclosure of NBN Co Migration Information under clause 24.4;
 - (ii) act in a manner consistent with the principles set out in Schedule 6; and
 - (iii) otherwise comply with any other obligations of confidence placed on Telstra in relation to NBN Co Migration Information set out in the Definitive Agreements.

24.4 Notification regime prior to the establishment of the NBN Information Security Plan

- (a) Telstra acknowledges that before the NBN Information Security Plan comes into effect, there may be circumstances where:
 - (i) Telstra has a legitimate reason to use or disclose NBN Co Migration Information other than as contemplated in, or permitted under, the principles set out in Schedule 6; and
 - (ii) it is not or may not be reasonably practical (given time and other practical constraints) for Telstra to seek the ACCC's approval to amend the

principles set out in Schedule 6 (as applicable) in relation to such use or disclosure.

- (b) In these circumstances, Telstra will provide the ACCC with at least 5 Business Days notice specifying:
 - (i) the NBN Co Migration Information that Telstra wishes to use or disclose (subject to any obligations of confidence placed on Telstra, including under the Definitive Agreements);
 - (ii) the identity of the proposed recipient of such information;
 - (iii) the purpose of the use or disclosure; and
 - (iv) any measures that Telstra will take to ensure that the use or disclosure does not allow Telstra to gain or exploit any unfair commercial advantage over any Wholesale Customer or Wholesale Customers.
- (c) Telstra will not provide a notice to the ACCC under clause 24.4(b), unless it has obtained the prior consent of NBN Co.
- (d) If the ACCC, within 5 Business Days of receipt of notice from Telstra:
 - (i) does not object to the use or disclosure referred to in clause 24.4(b); or
 - (ii) notifies Telstra that it approves such use or disclosure subject to the imposition of specified conditions, and Telstra agrees to implement those conditions in connection with the proposed use or disclosure,

then Telstra may proceed with the use or disclosure on the terms so specified.

24.5 Use or disclosure of NBN Co information which is made publicly available

Nothing in this Plan restricts or prevents Telstra from using or disclosing, including for retail and wholesale commercial planning and business purposes, any information which NBN Co makes available publicly or to other service providers or infrastructure providers, subject to any restrictions that NBN Co places on the use or disclosure of that information at the time it is released.

24.6 Information security for Wholesale Customer information

- (a) Where:
 - (i) a Wholesale Customer provides information to Telstra under or in connection with a disconnection of Copper Services or Premises in a Rollout Region, or
 - (ii) Telstra otherwise obtains Confidential Information in respect of a Wholesale Customer in the course of performing any functions or processes which Telstra is required to undertake pursuant to this Plan,

Telstra will use and disclose that information, including any Confidential Information, in accordance with the information security provisions in Part D and Schedule 2 of the Undertaking.

- (b) Without limitation to clause 24.6(a), Telstra will comply with any confidentiality obligations that apply between the Wholesale Customer and Telstra under either:
 - (i) an access agreement in place between Telstra and that Wholesale Customer in respect of the relevant Copper Services; or
 - (ii) any final access determination in place in respect of the relevant Copper Services,

so as to ensure that Telstra does not use or disclose information referred to in clause 24.6(a) to gain or exploit an unfair commercial advantage over that Wholesale Customer or any other Wholesale Customers in a market.

25 Reporting framework

25.1 Establishment of performance standards

- (a) Telstra will establish internal compliance processes which enable it to collect and report on the following measures in each reporting period under clause 25.2 for each Rollout Region on and from the Disconnection Trigger Date:
 - (i) the total volume of disconnection orders processed during the relevant period in respect of Premises within the Fibre Footprint in each Rollout Region;
 - (ii) the total proportion of disconnection orders received from Wholesale Customers in respect of Premises within the Fibre Footprint in a Rollout Region which were completed on the Telstra Committed Date;
 - (iii) for each Rollout Region in which the Disconnection Date occurred during the reporting period, the number of Copper Services disconnected as part of Managed Disconnections; and
 - (iv) the respective numbers and types of retail orders and Wholesale Customer orders, if any, processed by Telstra during an Order Stability Period in respect of Premises within the Fibre Footprint in a Rollout Region in which the Disconnection Date occurred within the reporting period.
- (b) At the same time that Telstra develops a Required Measure under clause 5, it will include in the relevant measure a proposed approach to monitoring compliance by Telstra with the Required Measure including, wherever possible, an appropriate metric or metrics capable of forming part of the Migration Plan Compliance Report.
- (c) Telstra will include the results of the performance measures established under this clause 25.1 as part of the Migration Plan Compliance Report, provided to the ACCC under clause 25.2.

25.2 Director of Equivalence to oversee preparation of a Migration Plan Compliance Report

- (a) For each Quarter, the Director of Equivalence will prepare and provide to the ACCC on a confidential basis a report (**Migration Plan Compliance Report**) setting out:

- (i) results for the performance measures under clause 25.1;
 - (ii) any information in respect of certified Special Services Inputs requested by the ACCC under clause 21.6; and
 - (iii) a summary of any disputes commenced by a Wholesale Customer during the Quarter under clause 31.
- (b) Telstra will cooperate with the ACCC, in good faith, to identify any additional information (including metrics) which should be developed or included in the Migration Plan Compliance Report and that the parties agree would improve the effectiveness of compliance processes under this Plan, including monitoring the continued consistency of this Plan with the General Principles.
 - (c) The ACCC may consult with Wholesale Customers and other stakeholders from time to time in respect of Telstra's compliance with this Plan, including publishing any parts of a Migration Plan Compliance Report that are not commercially confidential.
 - (d) Telstra will give each Migration Plan Compliance Report to the ACCC not more than 20 Business Days after the end of the Quarter to which it relates. Where requested by the Commonwealth, Telstra will also provide the Minister with a copy of the Migration Plan Compliance Report.

25.3 ACCC information requests

Without limitation to clause 25.2, Telstra will use all reasonable endeavours to respond in an effective, timely and complete manner to any request received from the ACCC for information which it reasonably requires for the purpose of monitoring compliance by Telstra with this Plan.

26 Rectification of the Plan

- (a) If based on a Migration Plan Compliance Report or any other information provided to the ACCC under this Plan and in light of subsequent operational experience with the application of the provisions of this Plan, the ACCC determines that the provisions of this Plan do not comply with the General Principles, then the ACCC may issue a direction to Telstra under clause 26(b), requiring Telstra to lodge a draft variation to this Plan in accordance with section 577BF of the Act, which variation is intended to ensure that the Plan is brought back into compliance with the General Principles.
- (b) A direction from the ACCC under this clause 26 must set out:
 - (i) those provisions of this Plan, and where applicable the manner of their operation, that in the ACCC's view no longer comply with the General Principles;
 - (ii) its reasons for holding that view; and
 - (iii) any steps which the ACCC reasonably considers Telstra should take, including any necessary variation to this Plan, in order to rectify the non-compliance.
- (c) Telstra will as soon as reasonably practicable and in any event within 40 Business Days of receiving a direction (or such longer period as permitted by

the ACCC), give the ACCC a draft variation to this Plan in accordance with section 577BF of the Act, and being one that:

- (i) takes into account the matters specified by the ACCC in its direction as well as such other matters as Telstra considers are relevant (for example, any alternative steps which Telstra has identified might be adopted in order to ensure compliance); and
 - (ii) ensures that the provisions of this Plan comply with the General Principles.
- (d) In assessing any draft variation submitted by Telstra under this clause 26, the ACCC may seek advice from the Adjudicator on the draft variation.
- (e) The ACCC will provide to Telstra a copy of any advice provided by the Adjudicator under clause 26(d) and will give Telstra a reasonable opportunity to comment on that advice.
- (f) If the ACCC in accordance with section 577BF of the Act refuses to approve a variation submitted by Telstra under clause 26(c), the ACCC will issue a final direction to Telstra which specifies:
- (i) any changes to the draft variation which Telstra is required to make in order for it to be approved; and
 - (ii) the reasons why those changes are required.
- (g) Within not less than 20 Business Days of the date which it receives a draft direction, or such longer period as the ACCC allows, Telstra will submit a variation under section 577BF of the Act that complies with the final direction.
- (h) For clarity nothing in this Plan operates to make any inconsistency or non-compliance which develops between a provision of this Plan or the manner of its operation and the General Principles a contravention by Telstra of this Plan.

27 Compliance

- (a) The duties of the Director of Equivalence will include responsibility for overseeing compliance by Telstra with the obligations set out in this Plan.
- (b) Telstra's compliance with this Plan will form part of the same compliance monitoring and reporting processes as apply in respect of the Undertaking, as set out in Part E of the Undertaking.

28 Variation of an Existing Process or development of new or modified Disconnection Measures

28.1 ACCC or the Adjudicator to consider compliance of Existing Processes with General Principles 8 and 21

- (a) Where the ACCC or Adjudicator (**Relevant Decision Maker**) reasonably considers that use by Telstra of:

- (i) an Existing Process to implement and manage disconnection of Copper Services (including existing local number portability processes) at Premises within the Fibre Footprint; or
- (ii) a standard operating system, interface or an Existing Process to receive and process disconnection orders from Wholesale Customers in respect of Copper Services at Premises within the Fibre Footprint,

is inconsistent with General Principles 8 and 21, the Relevant Decision Maker may issue a direction to Telstra, setting out the nature of the inconsistency and directing Telstra to submit a proposal under this clause 28 to resolve the inconsistency.

- (b) If the ACCC is the Relevant Decision Maker, in determining whether or not to issue a direction under clause 28.1(a) the ACCC may consult with, and seek the views of, the Adjudicator.
- (c) The ACCC will provide to Telstra a copy of any advice provided by the Adjudicator under clause 28.1(b) and will give Telstra a reasonable opportunity to comment on that advice.
- (d) Within 20 Business Days of the date it receives a direction under clause 28.1(a), or as otherwise agreed with the Relevant Decision Maker, Telstra will provide a response to the Relevant Decision Maker that either:
 - (i) it does not accept that there is an inconsistency of the kind identified by the Relevant Decision Maker in the direction; or
 - (ii) it accepts that there is, or may be, an inconsistency of the kind identified in the direction, in which case Telstra will provide a proposal (**Variation Proposal**) setting out:
 - (A) where the inconsistency involves an Existing Process used to implement and manage disconnection of Copper Services:
 - (1) a modification to the Existing Process (to the extent to which the Existing Process is within Telstra's control); or
 - (2) any new process, measure or action that Telstra uses to implement and manage disconnection of Copper Services (**Disconnection Measure**);
 - (3) a modification to an existing Disconnection Measure; and
 - (B) where the inconsistency involves a standard operating system, interface or an Existing Process used to receive and process disconnection orders – by modifying the standard operating system, interface or Existing Process.
- (e) The Relevant Decision Maker may, but is not required to, publish for public consultation its direction and any non confidential parts of Telstra' response.
- (f) If the ACCC is the Relevant Decision Maker, in assessing any response submitted by Telstra under this clause 28,1(d), including any Variation Proposal, the ACCC may seek advice from the Adjudicator.

- (g) The ACCC will provide to Telstra a copy of any advice provided by the Adjudicator under clause 28.1(f) and will give Telstra a reasonable opportunity to comment on that advice.
- (h) Within 60 Business Days of receiving a response from Telstra under clause 28.1(c), the Relevant Decision Maker will issue a final determination to Telstra that states whether it considers there is an inconsistency of the kind identified under clause 28.1(a), including providing reasons for reaching its conclusion.
- (i) If the Relevant Decision Maker considers that there is an inconsistency of the kind identified under clause 28.1(a), the final determination must either:
 - (i) require Telstra to implement its Variation Proposal; or
 - (ii) if the Relevant Decision Maker does not accept that the Variation Proposal would resolve the inconsistency, require Telstra to submit an amended Variation Proposal that does so. The final determination may identify specific amendments which the Relevant Decision Maker considers could be made by Telstra to the Variation Proposal to resolve the inconsistency.
- (j) If a final determination requires Telstra to implement a Variation Proposal, under clause 28.1(i)(i), Telstra must implement the Variation Proposal in accordance with its terms.
- (k) If a final determination requires Telstra to resubmit an amended Variation Proposal under clause 28.1(i)(ii), Telstra will within 60 Business Days of the date of the final determination, or such longer period as the Relevant Decision Maker permits lodge with the Relevant Decision Maker an amended Variation Proposal that resolves the inconsistency of the kind identified under clause 28.1(a).
- (l) Telstra will implement any amended Variation Proposal which is lodged with a Relevant Decision Maker under clause 28.1(k) in accordance with its terms..

28.2 Limits on ACCC and Adjudicator determinations

- (a) The ACCC and Adjudicator must not exercise any power or perform any function under this Plan or the Undertaking, including in respect of any direction or determination made or issued under this clause 28, if or to the extent that doing so has the effect or likely effect of:
 - (i) preventing Telstra from disconnecting Soft Dial Tone to a Premises at the date that is the relevant date for that Premises under clause 20; or
 - (ii) preventing Telstra from disconnecting Premises which are Passed in each Rollout Region as part of the Managed Disconnection process under clause 14 within the period of the applicable Disconnection Window under clause 14 or 15; or
 - (iii) preventing Telstra from disconnecting each SS Class of Direct Special Services and Special Service Inputs on and from a Disconnection Date applicable to the relevant Direct Special Services and Special Service Inputs as determined in accordance with clause 21; or
 - (iv) preventing Telstra from disconnecting any other fixed line carriage services supplied using a Copper Path without notice when, as requested

by a Retail Customer, Telstra disconnects a Standard Telephone Service supplied using that Copper Path; or

- (v) preventing Telstra from disconnecting any other fixed-line carriage services supplied using a Copper Path without notice when, as requested by a Wholesale Customer, Telstra disconnects a Wholesale Line Rental service supplied using that Copper Path.
- (b) In making or issuing any determination, direction or order under this Plan (including without limitation in making a determination under any of clauses 5, 13, 24, 26, 28, 29 or 31), the Relevant Decision Maker must have regard to:
- (i) the costs to Telstra involved in taking the action specified. In assessing those costs, the Relevant Decision Maker must have regard to costs of Telstra modifying or replacing any Existing Process or establishing any new or modified Disconnection Measure within and outside the Fibre Footprint where it would be inefficient for Telstra to operate different processes within the Fibre Footprint and outside the Fibre Footprint;
 - (ii) the effectiveness of the action; and
 - (iii) the relative costs and benefits of not taking that action, including the materiality of the consequences of continuing to rely on the Existing Processes.
- (c) Any directions, determinations or orders by a Relevant Decision Maker under this Plan are subject to monetary caps as follows:
- (i) Telstra is not required to incur total costs of more than \$1,000,000 in implementing any determination which requires it to:
 - (A) modify an Existing Process;
 - (B) modify any standard operating system or interface;
 - (C) develop a new Required Measure or modify an existing Required Measure; or
 - (D) develop a new or modified Disconnection Measure,unless the Relevant Decision Maker demonstrates in its determination that:
 - (E) the steps required to be undertaken by Telstra to comply with the determination are the least cost solution to resolve the concern which is the subject of the determination; and
 - (F) the cost to Telstra of complying with the determination is outweighed by the relative benefits, including the materiality of the consequences of continuing to rely on Existing Processes or systems; and
 - (ii) Telstra is not required to incur total costs of more than \$10,000,000 in any calendar year in implementing determinations made by a Relevant Decision Maker under this Plan.

- (iii) For clarity, the capacity for the Adjudicator to exceed the monetary cap in clause 28.2(c)(i) in relation to one or more determinations remains subject to the annual monetary cap that applies in sub-clause 28.2(c)(ii).

28.3 Wholesale Customer Modification Proposals

- (a) A Wholesale Customer may itself, or jointly with one or more other Wholesale Customers, at any time submit to Telstra a request in writing for:
 - (i) a modification of any of the existing standard Telstra processes set out in Schedule 1; or
 - (ii) a modification to a Disconnection Measure,
(Modification Proposal).
- (b) Each Modification Proposal must specify the reasons for the requested variation to an Existing Processes or a Disconnection Measure, including the implications for the Migration process if the Modification Proposal is not adopted.
- (c) As soon as practicable after the date it receives a Modification Proposal from a Wholesale Customer, Telstra will:
 - (i) provide the Adjudicator and ACCC with a copy of the Modification Proposal; and
 - (ii) make it publicly available for comment, for example by publishing a copy of the Modification Proposal on the Telstra Wholesale web site.
- (d) Telstra will consult in good faith with the relevant Wholesale Customer(s), and such other persons as Telstra considers appropriate, on the Modification Proposal in order to understand and reasonably assess:
 - (i) the benefits and costs associated with the Modification Request;
 - (ii) any alternatives which may offer a more effective or proportionate means of achieving similar or comparable benefits;
 - (iii) where a Modification Proposal involves the replacement or modification of an Existing Process, interface or system – any legacy processes, interfaces or systems that Telstra would shut down as part of any implementation of the Modification Proposal; and
 - (iv) whether the Modification Proposal, or implementation of any alternative process variation or modified Disconnection Measure, is reasonably necessary in order to ensure the continued compliance of this Plan with the Plan Objectives and General Principles 8 and 21.
- (e) As soon as reasonably practicable, and in any event within 60 Business Days of the date that Telstra receives a Modification Proposal (or such longer period as Telstra and the relevant Wholesale Customer(s) agree or, if they cannot agree, the Adjudicator determines), Telstra will respond in writing to the Wholesale Customer(s), setting out:
 - (i) in circumstances where Telstra proposes to make a modification to the Existing Process or Disconnection Measure:

- (A) a description of the modification which Telstra proposes to make;
 - (B) modifications which Telstra reasonably considers will be required in the processes, practices or systems of Wholesale Customers in order to implement the modification;
 - (C) the proposed timetable for implementing the modification; and
 - (D) details of any engagement process which Telstra intends to establish with Wholesale Customers or relevant industry bodies in order to manage the development and/or implementation of the modification; or
- (ii) in circumstances where Telstra does not intend to make any modification to the Existing Process or Disconnection Measure:
- (A) the reasons for rejecting the Modification Request;
 - (B) a brief description of alternatives, if any, which Telstra considered and the reasons for rejecting those alternatives; and
 - (C) where applicable, details of any further engagement process which Telstra intends to establish with Wholesale Customers in order to address the concern raised in the Modification Proposal.
- (f) As soon as reasonably practicable after Telstra provides a response to the Wholesale Customer(s) under clause 28.3(e), it will:
- (i) provide a copy of the Modification Proposal and its response to the ACCC and the Adjudicator; and
 - (ii) publish a copy of the Modification Proposal and its response on the Wholesale Business Unit web site.
- (g) If a Wholesale Customer (whether or not the Wholesale Customer is that which originally lodged the Modification Proposal with Telstra) does not accept Telstra's proposed response under clause 28.3(e), the Wholesale Customer may within 10 Business Days after the date the response was published, refer the matter as a dispute to the Adjudicator under clause 31. If there has been no such referral within that time the Modification Proposal is deemed to have been accepted by all Wholesale Customers. Where more than one Wholesale Customer refers issues or concerns related to the same Modification Proposal response, the Adjudicator must deal with those issues or concerns in a coordinated and efficient manner, including wherever possible by making only one final determination in respect of each proposed Modification Proposal response.
- (h) Telstra will:
- (i) implement any Modification Proposal which is accepted or which is deemed accepted by all Wholesale Customers under this clause 28.3; and
 - (ii) if a variation to this Plan is required, promptly submit a variation of this Plan to the ACCC under section 577BF of the Act in order to give effect to the agreed modification to the Existing Process or Disconnection Measure.

- (i) If a Modification Proposal is not accepted or deemed to be accepted by all Wholesale Customers under this clause 28.3, Telstra will implement the Modification Proposal in accordance with any final determination made by the Adjudicator in relation to the matter under clause 30.
- (j) Subject to any determination of the Adjudicator under clause 31, nothing in this clause 28.3 requires Telstra to accept or implement a Modification Proposal.

29 Testing of new or modified disconnection processes

29.1 Telstra may undertake tests of new or modified processes, systems and interfaces and systems

- (a) Where this Plan otherwise requires Telstra to use a standard Existing Process, interface or system, it may use an alternative or modified process, system of interface, provided that it does so as part of a bona fide test undertaken in accordance with this clause 29.
- (b) In the course of developing or implementing under this Plan:
 - (i) a Required Measure;
 - (ii) a new or modified Disconnection Measure; or
 - (iii) any modification to a standard disconnection process, interface or system,

Telstra may notify the ACCC that Telstra intends to undertake testing of one or more new or modified processes, systems or interfaces (**Process Test Notice**).

- (c) A Process Test Notice must specify:
 - (i) the process, system or interface that is being tested;
 - (ii) the date on which testing will commence and the intended duration of the testing;
 - (iii) the participants involved in the test (including confirmation that any participants have consented to being involved); and
 - (iv) any other matters which Telstra reasonably considers may assist the ACCC to assess the appropriateness of Telstra's proposed test.
- (d) Subject to clause 29.1(e), Telstra may undertake any testing which has been notified to the ACCC under a Process Test Notice, in accordance with that Process Test Notice.
- (e) At any time after it receives a Process Test Notice, the ACCC may issue a notice to Telstra indicating that the ACCC has concerns about testing proposed under the Process Test Notice and which specifies:
 - (i) the nature of the concerns which the ACCC has in relation to the testing;
 - (ii) any further information or evidence which the ACCC reasonably requires Telstra to provide in order to satisfy itself of the appropriateness of the testing; and

- (iii) any amendment to the Process Test Notice, including any modification to the test plan required in order to resolve the ACCC's concerns.
- (f) Where Telstra receives an ACCC notice under clause 29.1(e), in respect of proposed testing, Telstra will:
 - (i) if testing has not yet commenced – not proceed with the test; or
 - (ii) if testing has commenced – as soon as practicable, suspend or cease the testing,

in each case unless and until the ACCC's concerns have been resolved in accordance with clause 29.1(e).
- (g) Telstra may (at its discretion) at any time after receiving a notice from the ACCC under clause 29.1(e), issue a modified Process Test Notice to the ACCC which is amended to seek to resolve the ACCC's concerns. An amended Process Test Notice issued by Telstra under this clause 29.1(g) will take effect as if it were issued under clause 29.1(b).

29.2 No requirement for duplication of processes, interfaces or systems

- (a) Where Telstra develops a new or modified process, interface or system under this Plan, it may identify as part of the related implementation arrangements any legacy processes, interfaces or systems that will be replaced by the new or modified process, interface or system and which Telstra will shut down, partly or wholly, once the new or modified process, interface or system has been implemented.
- (b) For clarity, nothing in this Plan requires Telstra to continue to use or make available any process, interface or system which has been replaced by a new or modified one, approved and implemented in accordance with clause 4.3 or clause 28.
- (c) Subject to any contractual requirement to notify Wholesale Customers of changes in systems or processes, where a Required Measure, a new or varied Disconnection Measure or any other variation to this Plan requires a Wholesale Customer to implement a modification to its own systems or its interface with Telstra's systems, Telstra is not required under this Plan to:
 - (i) implement the existing standard process or new or varied Disconnection Measure in respect of that Wholesale Customer unless and until the necessary modification(s) have been made; or
 - (ii) bear any costs incurred by a Wholesale Customer in making any such modification to its systems or interfaces.

30 Telstra will consult with NBN Co about relevant matters under this Plan

Telstra will consult in good faith with NBN Co in respect of the following matters under this Plan:

- (a) before proposing any amendment, variation or modification of an existing standard process;

- (b) in the course of developing a new Disconnection Measure or modifying any existing Disconnection Measure;
 - (c) in the course of developing Required Measures, including before submitting a proposed Required Measure to the ACCC under clause 5 and in the course of responding to any feedback received from the ACCC in relation to a proposed Required Measure;
 - (d) in the course of any process for rectification of this Plan under clause 26;
 - (e) prior to notifying the ACCC of the information Telstra provides to NBN Co, in accordance with clause 23; and
 - (f) prior to providing written notice to the ACCC about a test procedure in accordance with clause 29.
-

31 Dispute resolution process

- (a) A Wholesale Customer may refer any complaint or dispute under this Plan to the Adjudicator for resolution under and in accordance with the ITA Process set out in Schedule 5 to the Undertaking.
 - (b) For clarity, any dispute under this Plan be referred directly to the Adjudicator and is not required to be first referred to or dealt with by Telstra under the Accelerated Investigation Process.
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32 Functions and powers of the ACCC under the Plan

In accordance with section 577A(18) of the Act, this Plan provides for the ACCC to perform the following functions and exercise the following powers in respect of and subject to the requirements set out in this Plan:

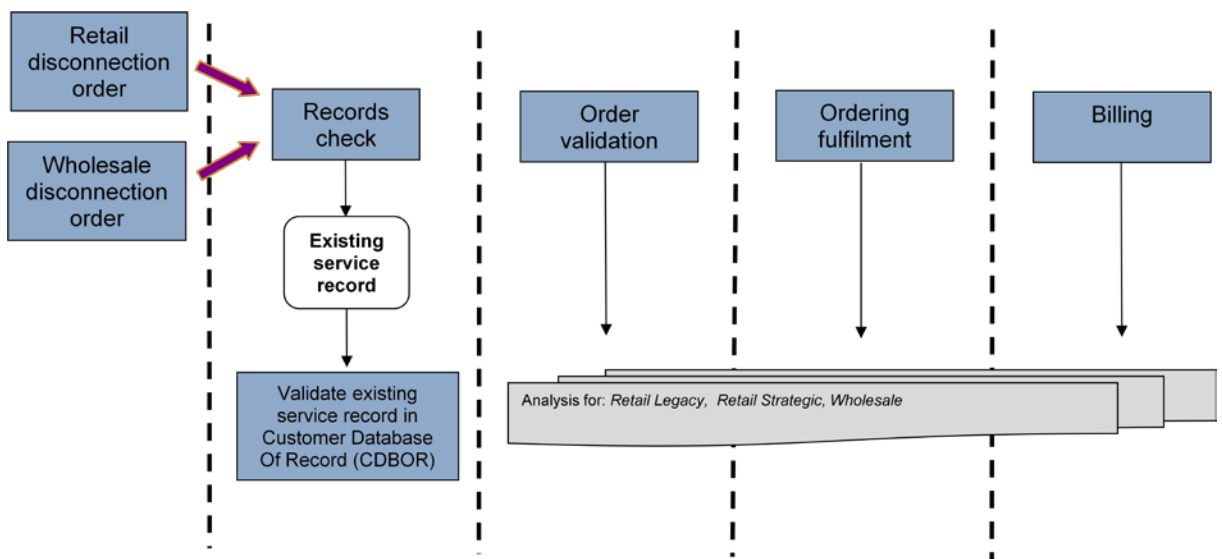
- (a) approve or reject a Required Measure under clauses 5, 21.5 and 24.3;
- (b) accept or reject an Order Stability Proposal under clause 13.2;
- (c) accept or reject the use or disclosure of NBN Co Migration Information notified by Telstra under clause 24.4;
- (d) request information from Telstra under clause 25.3;
- (e) require Telstra to rectify the provisions of this Plan under clause 26;
- (f) require Telstra to vary an Existing Process or develop a new or modified Disconnection Measure under clause 28; and
- (g) respond to a Process Test Notice as contemplated by clause 29.

Schedule 1 — Telstra existing standard processes for disconnection of Copper Services (other than Special Services)

1 Overview

Telstra’s existing standard processes for disconnection of retail and wholesale services comprise the following high level process steps: order capture (including records check, order validation and order modification); order fulfilment and billing.

These processes are depicted below. This diagram is provided for illustrative purposes only and should not be used as a basis for interpreting, construing or extrapolating the intended meaning of any statement in this Schedule.



Equivalence between retail and wholesale customers in disconnection orders is delivered through the use of one OSS platform for both wholesale and retail Business Units (made up of a number of individual system components). The single OSS platform accepts, prioritises, manages and fulfills disconnection orders from wholesale and retail customers in an equivalent manner based on the Telstra Commitment Date for disconnection. An illustration of the current IT systems used by Telstra to give effect to the existing standard processes for disconnection at the date of this Plan are set out in Annexure A to this Schedule. This diagram is provided for illustrative purposes only and should not be used as a basis for interpreting, construing or extrapolating the intended meaning of any statement in this Schedule.

Differences may naturally exist between the wholesale and retail systems and data flows. This is due to the degree of autonomy requested by and afforded to wholesale customers in order origination formats, the preference of wholesale customers to interact with Telstra’s BSS through their own systems and environments and the mediation layer required between the OSS and the retail and wholesale BSS built to the business requirements of retail and wholesale supply.

2 Disconnection of a Telstra retail voice service or wholesale voice service supplied using WLR (where the telephone number is not being ported)

2.1 Order capture (including records check and order modification)

(a) Order Capture - Retail STS Disconnection Order

Telstra will accept a disconnection order from a retail end user for a retail standard telephony service (**STS**) in a variety of forms and through a variety of originating processes through which the Telstra Retail Business Units deal with their customers (including by different customer segment). A retail customer may currently contact Telstra by telephone, in person or via correspondence either directly or via one of Telstra's indirect retail sales channels.

The order is typically handled by a customer service representative who will directly manually key the order into the appropriate order capture system within Telstra's retail BSS (eg EMPTOR / STS / Siebel) and conduct a records check to verify the customer's identity, confirm the customer record exists in the Customer Database of Record (**CDBOR**) and that the person contacting Telstra is authorised to disconnect the service.

The retail customer can nominate the day and time (morning or afternoon) on which they would like the disconnection to take effect (**Customer Requested Date** or **CRD**).

Telstra's consumer Retail Business Unit has set an additional business rule for their customers that limits the CRD to a maximum of 12 months after the disconnection order is received by Telstra.

Telstra will set a Telstra Commitment Date (**TCD**) for disconnection for the purposes of the internal work flow orders that are passed to the OSS which is the same as the CRD except in the following circumstances.

- If the CRD is a Sunday or a public holiday (based on service location), the TCD will be the next day which is not a Sunday or a public holiday (based on service location).
- If the CRD is the date on which the disconnection order is received by Telstra and the order is received later than 5:00 pm (local time based on service location) on that day, the TCD will be the next day which is not a Sunday or public holiday (based on service location), unless the relevant exchange calendar is open at the time the order is created. Where an exchange calendar is open, it is open for both wholesale and retail disconnection orders.
- If the CRD is before the end of any minimum disconnection notice period contractually agreed between Telstra and the customer¹, the TCD will be the

¹ Some of Telstra's contractual arrangements with customers contain minimum notice periods for service cancellation. For example, "the customer may cancel a service under this agreement by giving Telstra 30 days' written notice".

next day which is not a Sunday or a public holiday (based on service location) after the end of the minimum disconnection notice period.

The circumstances in which Telstra will not meet the customer's CRD for disconnection are substantially the same as between retail and wholesale.

In exceptional circumstances (eg where the recovery of customer premises equipment is required) the disconnection of an STS may require a site visit from a communications technician. In these circumstances, the TCD will be the next day on which an appointment slot with a communications technician is available (or some later day agreed with the retail customer).

Where Telstra sets a TCD for disconnection which is different to the customer's CRD for disconnection, the retail customer is informed of the TCD for disconnection (either over the telephone, in person or in writing depending on how the retail customer placed the disconnection order). If the TCD is not convenient for the retail customer, the retail customer can modify their disconnection order in accordance with the order modification process described below.

Telstra will process the disconnection order in accordance with the TCD for disconnection in all but exceptional circumstances (eg system failures or events beyond Telstra's reasonable control).

(b) Order Capture – Wholesale WLR Disconnection Order

Wholesale customers accept disconnection orders from wholesale end users for a wholesale voice service supplied using WLR in a variety of forms and through a variety of originating processes.

The order is typically handled by a customer service representative who will directly manually key the order into an order capture system within the wholesale customer's BSS and conduct a records check to verify the customer's identity, confirm the customer record exists in the wholesale customer's CDBOR and that the person contacting the wholesale customer is authorised to disconnect the service.

Telstra will accept a disconnection order for a wholesale voice service supplied using WLR from a wholesale customer via Telstra's Wholesale BSS layer (which currently includes LinxOnline Ordering (**LOLO**) and the newer B2B-enabled LinxOnline Interaction Gateway (**LOLIG**)). Telstra's Wholesale BSS layer is highly automated and provides system to system level delivery of service orders into Telstra's OSS with capacity to handle high order volumes. Telstra currently receives substantially most of disconnection orders from wholesale customers through these B2B systems.²

Where a wholesale customer is unable to, or chooses not to, interface with LOLO or LOLIG, Telstra will accept a disconnection order for a WLR Service via Telstra's wholesale customer service representatives.

² Telstra has given enforceable commitments in relation to the service availability of those BSS systems available to Wholesale Customers to access LOLO and LOLIG, either through a B2B interface or the Wholesale Portal, in clause 12 of the Undertaking.

In addition, if a WLR Service disconnection order is received from a wholesale customer via Telstra's wholesale BSS layer and either the WLR Service has associations or associated services or the LOLO or LOLIG interface otherwise fails to submit the order for any reason, the order will proceed down a manual path and be processed by Telstra's wholesale customer service representatives.

Where a disconnection order is processed manually by a wholesale customer service representative, the wholesale customer service representative enters the disconnection order data directly into Telstra's OSS (currently via an interface to the AXIS system).

The wholesale customer can nominate the day and time (morning or afternoon) on which they would like the disconnection to take effect (**Customer Requested Date or CRD**).

Telstra will set a Telstra Commitment Date (**TCD**) for disconnection for the purposes of the internal work flow orders that are passed to the OSS which is the same as the CRD except in the following circumstances:

- if the CRD is a Sunday or a public holiday (based on service location);
- if the CRD is the date on which the disconnection order is received by Telstra and the order is received later than 5:00 pm (local time based on service location) on that day, unless the order is processed directly through the LOLO or LOLIG interface and the relevant exchange calendar is open at the time the order is created. Where an exchange calendar is open, it is open for both wholesale and retail disconnection orders; or
- if the CRD is before the end of any minimum disconnection notice period contractually agreed between Telstra and the customer.³

The circumstances in which Telstra will not meet the customer's CRD for disconnection are substantially the same as between retail and wholesale.

Where a wholesale customer nominates a CRD which Telstra is unable to meet, the wholesale customer is informed (either through Telstra's Wholesale BSS Layer or via Telstra's wholesale customer service representatives depending on how the wholesale customer placed the disconnection order) and prompted to nominate an alternative CRD. Telstra will not set a TCD for disconnection until the wholesale customer nominates an alternative CRD which Telstra can meet.

Telstra will process the disconnection order in accordance with the TCD for disconnection in all but exceptional circumstances (eg system failures or events beyond Telstra's reasonable control).

³ Some of Telstra's contractual arrangements with customers contain minimum notice periods for service cancellation. For example, "the customer may cancel a service under this agreement by giving Telstra 30 days' written notice".

(c) Order validation - Retail STS Disconnection Order

The disconnection order is validated by a combination of retail BSS system enforced rules and Telstra retail business processes prior to being submitted to OSS for fulfillment. These rules of validation are a service qualification check to determine whether a commitment is required and, if so, to ensure that a CRD has been nominated and a TCD has been scheduled. This also tests that the CRD is not prior to the date of application (i.e. it has not already passed).

Once the disconnection order is validated, it flows into Telstra's OSS (currently via an interface to the AXIS system).

(d) Order validation - Wholesale WLR Disconnection Order

For disconnections, the wholesale customer submits a FNN and a CRD for disconnection, and validation is required to establish whether the service for that FNN is owned by the submitting wholesale customer, and the CRD is today or in the future.

Once the disconnection order is validated, it flows into Telstra's OSS (currently via an interface to the AXIS system).

(e) Order Modification - Retail STS Disconnection Order

A retail customer can modify its retail STS disconnection order at any time prior to the point at which the OSS Activation Manager (currently Autocat) executes the disconnection tasks in the network. Modifications may include withdrawing the disconnection order or changing the CRD for the order which, in accordance with the rules above, will translate to a new TCD for disconnection.

Telstra will accept an order modification request from a retail customer in a variety of forms and through a variety of originating processes. For example, a retail customer may contact Telstra by telephone, in person or via correspondence either directly or via one of Telstra's indirect retail sales channels. The order modification is typically handled by a customer service representative who will directly manually key the order modification into the appropriate order capture system (eg EMPTOR / STS / Siebel) which comprises part of the retail BSS.

(f) Order Modification – Wholesale WLR Disconnection Order

A wholesale customer can modify its WLR disconnection order at any time prior to the point at which the OSS Activation Manager (currently Autocat) executes the disconnection tasks in the network. Modifications may include withdrawing the disconnection order or changing the CRD for the order which, in accordance with the rules above, will translate to a new TCD for disconnection.

Telstra will accept a disconnection order modification request via Telstra's wholesale front of house (the Wholesale Service Centre). In the Wholesale Service Centre the order modification is handled by a customer service representative who will directly manually key the order modification into Telstra's OSS (currently via an interface to the AXIS system).

In addition, Telstra will accept a WLR disconnection order modification request from a wholesale customer via Telstra's Wholesale BSS layer (which currently includes LinxOnline Ordering (**LOLO**) and the newer B2B-enabled LinxOnline Interaction Gateway (**LOLIG**)). A wholesale customer can modify its WLR disconnection order via LOLO or LOLIG at any date prior to the TCD.

2.2 Order fulfilment

(a) Receiving orders in the OSS

Once a disconnection order is captured and validated in the relevant BSS it is passed to a system within the OSS (currently *AXIS*) which deconstructs and orchestrates the various order components, determining the network-related and other manual tasks required to complete the order. The various task components are then delivered to another system within the OSS (currently *NPAMS*), which performs automatic and manual network plant assignment tasks and confirms completion back to *AXIS*.

If any tasks are required to be completed at an exchange, *AXIS* delegates those tasks to a separate system (currently 'Service Order Manager Back End' (*SOMBE*)). *SOMBE* determines and manages those tasks necessary within an exchange. If required, *SOMBE* also deconstructs the order components further and initiates the systems responsible for creating manual work orders and returns any requirement for field work to Telstra's field workforce management system (currently *CONNECT*) (eg where retrieval of customer premises equipment is required).

(b) Prioritising and Processing Orders

Once wholesale and retail disconnection orders enter the OSS, they are processed by the relevant systems based solely on the relevant TCD for disconnection.

Following completion of a wholesale disconnection, Telstra will notify the relevant wholesale customer through its daily event file supplied through Telstra's eBill system (or through its monthly invoice in the exceptional circumstance that the wholesale customer does not use Telstra's eBill system).

Telstra does not typically⁴ notify the relevant retail customer following completion of a retail disconnection (other than through its final Bill for the relevant service).

(c) Cessation of Charging and Final Billing

Telstra will discontinue charging a retail customer on and from the date of disconnection of the STS . If the date of disconnection is later than the TCD for disconnection for any reason charges will apply until the relevant retail order capture system notifies order completion to the relevant retail billing system.

Telstra's retail Business and Enterprise and Government Business Units will apply business rules to manually credit customers in the event that the TCD for disconnection is set at the end of a contractually agreed minimum notice period for service cancellation, but disconnection actually occurs after the TCD for some reason.

Telstra will discontinue charging a wholesale customer on and from the date of disconnection of the WLR service. If the date of disconnection is later than the TCD for disconnection for any reason, charges will apply until the disconnection order completion is notified to the relevant wholesale billing system. However, Telstra's

⁴ Telstra has individualised customer notification processes with some of its larger account managed customers.

Wholesale Business Unit will apply business rules to manually credit the wholesale customer for the proportion of the WLR access charges billed by Telstra reflecting the period between the date of disconnection and the TCD for disconnection (calculated on a pro rata basis). Telstra will calculate and apply this credit to wholesale customers on a quarterly basis.

Telstra will finalise and submit any final Bill to the retail customer for the STS and the wholesale customer for the WLR Service in accordance with the billing arrangements contractually agreed between Telstra and that customer.

3 Disconnection of a copper broadband service (retail copper broadband or Wholesale ADSL Layer 2) or LSS due to the disconnection of the voice service (STS or WLR) using the same Copper Path (where the phone number is not being ported)

3.1 Overview

Where a retail or wholesale customer orders the disconnection of their copper voice service (STS or WLR), any retail copper broadband service or Wholesale ADSL Layer 2 Service or LSS using the same Copper Path will also be disconnected, whether supplied by the same provider to the end user or by a different provider. This same rule applies to services supplied by a Telstra Retail Business Unit and a service supplied by a wholesale customer.

The disconnection of the retail copper broadband service or Wholesale ADSL Layer 2 Service or LSS is driven by the voice disconnection order itself through system enforced rules, rather than as separate disconnection orders in their own right.

3.2 Order capture (including records check and order modification)

(a) Order Capture - Retail

Telstra will accept a disconnection order from a retail end user for a retail standard telephony service (**STS**) in a variety of forms and through a variety of originating processes through which the Telstra Retail Business Units deal with their customers (including by different customer segment). For example, a retail customer may currently contact Telstra by telephone, in person or via correspondence either directly or via one of Telstra's indirect retail sales channels.

The order is typically handled by a customer service representative who will directly manually key the order into the appropriate order capture system within Telstra's retail BSS (eg EMPTOR / STS / Siebel) and conduct a records check to verify the customer's identity, confirm the customer record exists in the CDBOR and that the person contacting Telstra is authorised to disconnect the service.

The retail customer can nominate the day and time (morning or afternoon) on which they would like the disconnection to take effect (**Customer Requested Date** or **CRD**).

Telstra's consumer Retail Business Unit has set an additional business rule for their customers that limits the CRD to a maximum of 12 months after the disconnection order is received by Telstra.

Telstra will set a Telstra Commitment Date (**TCD**) for disconnection for the purposes of the internal work flow orders that are passed to the OSS which is the same as the CRD except in the following circumstances.

- If the CRD is a Sunday or a public holiday (based on service location), the TCD will be the next day which is not a Sunday or a public holiday (based on service location).
- If the CRD is the date on which the disconnection order is received by Telstra and the order is received later than 5:00 pm (local time based on service location) on that day, the TCD will be the next day which is not a Sunday or public holiday (based on service location), unless the relevant exchange calendar is open at the time the order is created. Where an exchange calendar is open, it is open for both wholesale and retail disconnection orders.
- If the CRD is before the end of any minimum disconnection notice period contractually agreed between Telstra and the customer, the TCD will be the next day which is not a Sunday or a public holiday (based on service location) after the end of the minimum disconnection notice period.⁵

These circumstances are substantially the same as between retail and wholesale.

In exceptional circumstances (eg where the recovery of customer premises equipment is required) the disconnection of an STS may require a site visit from a communications technician. In these circumstances, the TCD will be the next day on which an appointment with a communications technician is available (or some later day agreed with the retail customer).

Where Telstra sets a TCD for disconnection which is different to the customer's CRD for disconnection, the retail customer is informed of the TCD for disconnection (either over the telephone, in person or in writing depending on how the retail customer placed the disconnection order). If the TCD is not convenient for the retail customer, the retail customer can modify their disconnection order in accordance with the order modification process described below.

Although manual exchange work (ie jumper removal) will always be required for disconnection of a LSS, this does not affect the TCD as the TCD is driven by the STS disconnection order. The manual exchange work will typically be performed after the TCD at a time that is convenient for Telstra.

Telstra will process the disconnection order in accordance with the TCD for disconnection in all but exceptional circumstances (eg system failures or events beyond Telstra's reasonable control).

⁵ Some of Telstra's contractual arrangements with customers contain minimum notice periods for service cancellation. For example, "the customer may cancel a service under this agreement by giving Telstra 30 days' written notice".

(b) Order Capture – Wholesale

Wholesale customers accept disconnection orders from wholesale end users for a wholesale voice service supplied using WLR in a variety of forms and through a variety of originating processes.

The order is typically handled by a customer service representative who will directly manually key the order into an order capture system within the wholesale customer's BSS and conduct a records check to verify the customer's identity, confirm the customer record exists in the wholesale customer's CDBOR and that the person contacting the wholesale customer is authorised to disconnect the service.

Telstra will accept a disconnection order for a wholesale voice service supplied using WLR from a wholesale customer via Telstra's Wholesale BSS layer (which currently includes LinxOnline Ordering (**LOLO**) and the newer B2B-enabled LinxOnline Interaction Gateway (**LOLIG**)). Telstra's Wholesale BSS layer is highly automated and provides system to system level delivery of service orders into Telstra's OSS with capacity to handle high order volumes.

Where a whole customer is unable to, or chooses not to, interface with LOLO or LOLIG), Telstra will accept a disconnection order for a WLR Service via Telstra's wholesale customer service representatives.

In addition, if a WLR Service disconnection order is received from a wholesale customer via Telstra's wholesale BSS layer and either the WLR Service has associations or associated services or the LOLO or LOLIG interface otherwise fails to submit the order for any reason, the order will proceed down a manual path and be processed by Telstra's wholesale customer service representatives.

Where a disconnection order is processed manually by a wholesale customer service representative, the wholesale customer service representative enters the disconnection order data directly into Telstra's OSS (currently via an interface to the AXIS system comprising part of the OSS).

The wholesale customer can nominate the day and time (morning or afternoon) on which they would like the disconnection to take effect (**Customer Requested Date or CRD**).

Telstra will set a Telstra Commitment Date (**TCD**) for disconnection for the purposes of the internal work flow orders that are passed to the OSS which is the same as the CRD except in the following circumstances:

- if the CRD is a Sunday or a public holiday (based on service location);
- if the CRD is the date on which the disconnection order is received by Telstra and the order is received later than 5:00 pm (local time based on service location) on that day, unless the order is processed directly through the LOLO or LOLIG interface and the relevant exchange calendar is open at the time the

order is created. Where an exchange calendar is open, it is open for both wholesale and retail disconnection orders; or

- if the CRD is before the end of any minimum disconnection notice period contractually agreed between Telstra and the customer.⁶

The circumstances in which Telstra will not meet the customer's CRD for disconnection are substantially the same as between retail and wholesale.

Where a wholesale customer nominates a CRD which Telstra is unable to meet, the wholesale customer is informed (either through Telstra's Wholesale BSS Layer or via Telstra's wholesale customer service representatives depending on how the wholesale customer placed the disconnection order) and prompted to nominate an alternative CRD. Telstra will not set a TCD for disconnection until the wholesale customer nominates an alternative CRD which Telstra can meet.

Telstra will process the disconnection order in accordance with the TCD for disconnection in all but exceptional circumstances (eg system failures or events beyond Telstra's reasonable control).

Manual exchange work (ie jumper removal) will always be required for disconnection of a LSS, however this does not affect the TCD as the TCD is driven by the WLR disconnection order. The manual exchange work will typically be performed after the TCD at a time that is convenient for Telstra.

(c) Order validation - Retail

The disconnection order is validated by a combination of retail BSS system enforced rules and Telstra retail business processes prior to being submitted to OSS for fulfillment. These rules of validation are a service qualification check to determine whether a commitment is required and, if so, to ensure that a CRD has been nominated and a TCD has been scheduled. This also tests that the CRD is not prior to the date of application (i.e. it has not already passed).

The disconnection of any copper broadband service (retail copper broadband or Wholesale ADSL Layer 2) or LSS using the same Copper Path as the STS is system driven in the OSS and is therefore not separately validated.

Once the disconnection order is validated, it flows into Telstra's OSS (currently via an interface to the AXIS system).

(d) Order validation - Wholesale

For disconnections, the wholesale customer submits a FNN and a CRD for disconnection, and validation is required to establish whether the service for that FNN is owned by the submitting wholesale customer, and the CRD is today or in the future.

⁶ Some of Telstra's contractual arrangements with customers contain minimum notice periods for service cancellation. For example, "the customer may cancel a service under this agreement by giving Telstra 30 days' written notice".

The disconnection of any copper broadband service (retail copper broadband or Wholesale ADSL Layer 2) or LSS using the same Copper Path as the WLR Service is system driven in the OSS and is therefore not separately validated.

Once the disconnection order is validated, it flows into Telstra's OSS (currently via an interface to the AXIS system).

(e) Order Modification - Retail STS Disconnection Order

A retail customer can modify its retail STS disconnection order at any time prior to the point at which the OSS Activation Managers (currently Autocat (for voice) or XDM (for retail copper broadband or Wholesale ADSL Layer 2) executes the disconnection tasks in the network. Modifications may include withdrawing the disconnection order or changing the CRD for the order which, in accordance with the rules above, will translate to a new TCD for disconnection.

Telstra will accept an order modification request from a retail customer in a variety of forms and through a variety of originating processes through which the Telstra Retail Business Units deal with their customers (including by different customer segment). For example, a retail customer may currently contact Telstra by telephone, in person or via correspondence either directly or via one of Telstra's indirect retail sales channels. The order modification is typically handled by a customer service representative who will directly manually key the order modification into the appropriate order capture system (eg EMPTOR / STS / Siebel) which comprise part of the retail BSS.

(f) Order Modification – Wholesale WLR Disconnection Order

A wholesale customer can modify its WLR disconnection order at any time prior to the point at which the OSS Activation Manager (currently Autocat) executes the disconnection tasks in the network. Modifications may include withdrawing the disconnection order or changing the CRD for the order which, in accordance with the rules above, will translate to a new TCD for disconnection.

Telstra will accept a disconnection order modification request via Telstra's wholesale front of house (the Wholesale Service Centre). In the Wholesale Service Centre the order modification is handled by a customer service representative who will directly manually key the order modification into Telstra's OSS (currently via an interface to the AXIS system).

In addition, Telstra will accept a WLR disconnection order modification request from a wholesale customer via Telstra's Wholesale BSS layer (which currently includes LinxOnline Ordering (**LOLO**) and the newer B2B-enabled LinxOnline Interaction Gateway (**LOLIG**)).

A wholesale customer can modify its WLR disconnection order via LOLO or LOLIG at any date prior to the TCD.

3.3 Order fulfilment

(a) Receiving orders in the OSS

Once a voice disconnection order is captured and validated in the relevant BSS, it is passed to a system within the OSS (currently *AXIS*) which deconstructs and orchestrates the various order components, determining the network-related and other manual tasks required to complete the order.

If there is a retail copper broadband services or Wholesale ADSL Layer 2 service or LSS which uses the same Copper Path as the relevant STS or WLR Service, AXIS includes system enforced rules to automatically disconnect the retail copper broadband services or Wholesale ADSL Layer 2 service or LSS.

The various task components are then delivered to another system within the OSS (currently *NPAMS*), which performs automatic and manual network plant assignment tasks and confirms completion back to *AXIS*.

If any tasks are required to be completed at an exchange or in the network, *AXIS* delegates those tasks to a separate system (currently 'Service Order Manager Back End' (*SOMBE*)). *SOMBE* determines and manages those tasks necessary within an exchange or in the network to the appropriate OSS Activation Manager system (currently Autocat for STS/WLR and XDM for retail copper broadband/Wholesale ADSL Layer 2). If required, *SOMBE* also deconstructs the order components further and initiates the systems responsible for creating manual work orders and returns any requirement for field work to Telstra's field workforce management system (currently *CONNECT*) (eg where retrieval of customer premises equipment is required).

(b) Prioritising and Processing Orders

Once wholesale and retail disconnection orders enter the OSS, they are processed by the relevant systems solely based on the TCD for disconnection of the relevant voice service.

Following completion of a WLR Service disconnection, Telstra will notify the relevant wholesale customer through its daily event file supplied through Telstra's eBill system (or through its monthly invoice in the exceptional circumstance that the wholesale customer does not use Telstra's eBill system).

Telstra does not typically⁷ notify the relevant retail customer following completion of a retail STS disconnection (other than through its final Bill for the relevant service).

If the disconnection of an STS or WLR Service results in the disconnection of a Wholesale ADSL Layer 2 service or LSS provided using the same Copper Path, Telstra will notify the relevant wholesale customer after the disconnection of the Wholesale ADSL Layer 2 service or LSS through the relevant wholesale customer's daily event file supplied through Telstra's eBill system (or through its monthly invoice in the exceptional circumstance that the wholesale customer does not use Telstra's eBill system). This is the notification referred to in clause 12.2.

Any manual exchange work (ie jumper removal) required for disconnection of a LSS will typically be performed by Telstra after the TCD for disconnection of the relevant voice service at a time that is convenient for Telstra.

If the disconnection of an STS or WLR Service results in the disconnection of a retail copper broadband service provided using the same Copper Path, Telstra does not

⁷ Telstra has individualised customer notification processes with some of its larger account managed customers.

typically⁸ notify the relevant retail customer after disconnection for the retail copper broadband service (other than through its final Bill for the relevant service).

3.4 Cessation of Charging and Final Billing

(a) Cessation of charging for STS and WLR

Telstra will discontinue charging a retail customer for the STS on and from the date of disconnection of the STS service. If the date of disconnection is later than the TCD for disconnection for any reason charges will apply until the retail order capture system notifies order completion to the relevant retail billing system.

Telstra's retail Business and Enterprise and Government Business Units will apply business rules to manually credit customers in the event that the TCD for disconnection of the STS is set at the end of a contractually agreed minimum notice period for service cancellation, but disconnection actually occurs after the TCD for some reason.

Telstra will discontinue charging a wholesale customer for a WLR service on and from the date of disconnection of the WLR service. If the date of disconnection is later than the TCD for disconnection for any reason, charges will apply until the disconnection order completion is notified to the relevant wholesale billing system. However, Telstra's Wholesale Business Unit will apply business rules to manually credit the wholesale customer for the proportion of the WLR access charges billed by Telstra reflecting the period between the date of disconnection and the TCD for disconnection (calculated on a pro rata basis). Telstra will calculate and apply this credit to wholesale customers on a quarterly basis.

(b) Cessation of charging for broadband services or LSS using the same Copper Paths

Telstra will discontinue charging a retail customer for any retail copper broadband service which used the same Copper Path as the relevant voice service on and from the date of disconnection of the copper broadband service. If the date of disconnection is later than the TCD for disconnection of the relevant voice service for any reason charges will apply until the relevant retail order capture system notifies order completion to the relevant retail billing system.

Telstra will discontinue charging a wholesale customer for a Wholesale ADSL Layer 2 service or a wholesale LSS which used the same Copper Path as the relevant voice service on and from the date of disconnection of the relevant service. If the date of disconnection (excluding any manual exchange work) is later than the TCD for disconnection of the relevant voice service for any reason charges will apply until the disconnection order completion is notified to the relevant wholesale billing system. However, Telstra's Wholesale Business Unit will apply business rules to manually credit the wholesale customer for the proportion of the Wholesale ADSL Layer 2 or wholesale LSS access charges billed by Telstra reflecting the period between the date

⁸ Telstra has individualised customer notification processes with some of its larger account managed customers.

of disconnection and the TCD for disconnection (calculated on a pro rata basis). Telstra will calculate and apply this credit to wholesale customers on a quarterly basis.

(c) Final Billing

Telstra will finalise and submit any final Bill to the retail customer and/or the wholesale customer (as applicable) in accordance with the billing arrangements contractually agreed between Telstra and that customer.

4 Disconnection of a voice service (STS or WLR) and/or a copper broadband service (retail copper broadband, Wholesale ADSL Layer 2 or LSS) (where the telephone number is being ported)

4.1 Order capture (including records check and order modification)

(a) Order Capture

Telstra will accept and process Local Number Porting (**LNP**) requests submitted from a Gaining Carrier/Carriage Service Provider (**CSP**) in accordance with the LNP Code.

The Gaining Carrier/CSP may elect for an LNP Request to be processed by Telstra using either the Category A Porting Process or the Category C Porting Process as outlined in the LNP Code depending on the nature of the services supplied in connection with the telephone number or numbers to be ported and in accordance with the LNP Code.

Telstra will accept and process LNP Requests (including associated Simple Notification Advices (**SNAs**), Electronic Cutover Advices (**ECAs**), Complex Notification Advices (**CNAs**) and Complex Cutover Advices (**CCAs**) each as defined in the code) via Telstra's Local Number Portability Carrier Interface System (**LNPCIS**) using the standard wholesale file transfer process for LNP requests, set out in the LNP IT Standard.

Telstra will generate a disconnection order for a copper voice service (STS or WLR Service) or copper broadband service (retail copper broadband, Wholesale ADSL Layer 2 or LSS) in accordance with the LNP Code, where Telstra receives a valid LNP request via LNPCIS in relation to the telephone number associated with that service.

(b) Order validation

Telstra will perform each validation and confirmation stage of either the Category A Porting Process or the Category C Porting Process (as applicable) in accordance with the LNP Code via Telstra's LNPCIS.

For the Category A Porting Process this includes (without limitation) each SNA validation, SNA confirmation/rejection advice, SNA retarget validation, SNA retarget confirmation/rejection advice, ECA validation and ECA confirmation/rejection advice.

For the Category C Porting Process this includes (without limitation) each CNA receipt advice, CNA validation, CNA confirmation/rejection advice, CNA withdrawal validation, CNA withdrawal confirmation/rejection advice, CCA receipt advice, CCA validation, CCA confirmation/rejection advice, CCA retarget receipt advice, CCA retarget

validation, CCA retarget confirmation/rejection advice, CCA withdrawal validation and CCA withdrawal confirmation/rejection advice.

(c) Order Modification

Telstra will accept and process SNA retarget requests and SNA withdrawal requests submitted from a Gaining Carrier/CSP via Telstra's LNPCIS in accordance with the Category A Porting Process under the LNP Code.

Telstra will also accept and process a reversal of a porting request in accordance with the Category A Porting Process under the LNP Code. Where a customer rescinds or cancels an agreement in accordance with the applicable fair trading legislation during the relevant Reversal Period (as defined under the LNP code), Telstra will only accept and process a reversal initiated by the Gaining Carrier/CSP via LNPCIS.

Telstra will accept and process CCA retarget requests and CCA or CNA withdrawal requests at a batch level via Telstra's LNPCIS in accordance with the Category C Porting Process under the LNP Code.

In accordance with the LNP Code, Telstra will not accept a reversal of a porting request under the Category C Porting Process, instead the Gaining Carrier/CSP must use the Emergency Return process outlined in the LNP Code.

4.2 Order fulfilment

(a) Receiving orders in the OSS

Once an LNP request has been accepted and validated by Telstra in accordance with the LNP Code, Telstra creates disconnection orders via Telstra's LNPCIS for any services associated with the relevant telephone number (including any copper voice service (STS or WLR) or copper broadband service (retail copper broadband, Wholesale ADSL Layer 2 or LSS) with a Telstra Commitment Date (**TCD**) for disconnection equal to the ECA submission date (for Cat A) or CCA porting date (for Cat C) as applicable. LNPCIS then passes the disconnection orders directly into Telstra's OSS Platform (currently via AXIS).

AXIS deconstructs and orchestrates the various order components, determining the network-related and other manual tasks required to complete the order. The various task components are then delivered to another system within the OSS (currently *NPAMS*), which performs automatic and manual network plant assignment tasks and confirms completion back to *AXIS*.

If any tasks are required to be completed at an exchange (eg jumper removal), *AXIS* delegates those tasks to a separate system (currently 'Service Order Manager Back End' (*SOMBE*)). *SOMBE* determines and manages those tasks necessary within an exchange.

(b) Prioritising and Processing Orders

Within the OSS, wholesale and retail disconnection orders are processed by the relevant systems based solely on the relevant TCD for disconnection.

Telstra will process the disconnection order in accordance with the TCD for disconnection in all but exceptional circumstances (eg system failures or events beyond Telstra's reasonable control). Telstra will complete the port (including all relevant service disconnections) in accordance with the LNP Code.

Telstra will notify each Losing Wholesale Customer of the disconnection of the relevant WLR Service, Wholesale ADSL Layer 2 Service or LSS in accordance with the LNP Code through the Wholesale Customer's daily event file supplied through Telstra's eBill system (or through its monthly invoice in the exceptional circumstance that the wholesale customer does not use Telstra's eBill system).

Telstra does not typically⁹ notify a Losing Retail Customer of the disconnection of the relevant retail STS or retail copper broadband service (other than through its final Bill for the relevant service).

4.3 Cessation of Charging and Final Billing

(a) Cessation of charging

Telstra will cease to charge a retail customer for an STS or a retail copper broadband service on and from the date of disconnection of the relevant service. If the date of disconnection is later than the TCD for any reason, Telstra will cease to charge the retail customer on and from the point at which the relevant retail order capture system notifies disconnection order completion to the relevant retail billing system.

Telstra will cease to charge a wholesale customer for a WLR Service, a Wholesale ADSL Layer 2 Service or a LSS on and from the date of disconnection of the relevant service. If the date of disconnection (excluding any manual exchange work) is later than the TCD for any reason, charges will apply until the disconnection order completion is notified to the relevant wholesale billing system. However, Telstra's Wholesale Business Unit will apply business rules to manually credit the wholesale customer for the proportion of the access charges billed by Telstra reflecting the period between the date of disconnection and the TCD for disconnection (calculated on a pro rata basis). Telstra will calculate and apply this credit to wholesale customers on a quarterly basis.

(b) Final Billing

Telstra will finalise and submit any final Bill to each relevant retail customer and/or wholesale customer in accordance with the billing arrangements contractually agreed between Telstra and that customer.

5 Disconnection of a retail broadband service supplied over copper or a Wholesale ADSL Layer 2 Service in circumstances where a voice service using the same Copper Path is not disconnected.

5.1 Order capture (including records check and order modification)

(a) Order Capture - Retail Copper Broadband Service Disconnection Order

⁹ Telstra has individualised customer notification processes with some of its larger account managed customers.

Telstra will accept a disconnection order from a retail end user for a retail copper broadband service in a variety of forms and through a variety of originating processes through which the Telstra Retail Business Units deal with their customers (including by different customer segment). For example, a retail customer may currently contact Telstra by telephone, in person or via correspondence either directly or via one of Telstra's indirect retail sales channels.

For simple disconnection orders, the order is typically handled by a customer service representative who will directly manually key the order into the appropriate order capture system within Telstra's retail BSS (eg Moby / EMPTOR / STS / Siebel) and conduct a records check to verify the customer's identity, confirm the customer record exists in the CDBOR and that the person contacting Telstra is authorised to disconnect the service.

The retail customer can nominate the day and time (morning or afternoon) on which they would like the disconnection to take effect (**Customer Requested Date or CRD**).

Telstra's consumer Retail Business Unit has set an additional business rule for their customers that limits the CRD up to a maximum of 30 calendar days after the disconnection order is received by Telstra.

Telstra will set a Telstra Commitment Date (TCD) for disconnection for the purposes of the internal work flow orders that are passed to the OSS which is the same as the CRD except in the following circumstances.

- If the CRD is a Sunday or a public holiday (based on service location), the TCD will be the next day which is not a Sunday or a public holiday (based on service location).
- If the CRD is the date on which the disconnection order is received by Telstra and the order is received later than 5:00 pm (local time based on service location) on that day, the TCD will be the next day which is not a Sunday or public holiday (based on service location), unless the relevant exchange calendar is open at the time the order is created. Where an exchange calendar is open, it is open for both wholesale and retail disconnection orders.
- If the CRD is before the end of any minimum disconnection notice period contractually agreed between Telstra and the customer, the TCD will be the next day which is not a Sunday or a public holiday (based on service location) after the end of the minimum disconnection notice period.¹⁰

The circumstances in which Telstra will not meet the customer's CRD for disconnection are substantially the same as between retail and wholesale.

Where Telstra sets a TCD for disconnection which is different to the customer's CRD for disconnection, the retail customer is informed of the TCD for disconnection (either over the telephone, in person or in writing depending on how the retail customer

¹⁰ Some of Telstra's contractual arrangements with customers contain minimum notice periods for service cancellation. For example, "the customer may cancel a service under this agreement by giving Telstra 30 days' written notice".

placed the disconnection order). If the TCD is not convenient for the retail customer, the retail customer can modify their disconnection order in accordance with the order modification process described below.

Telstra will process the disconnection order in accordance with the TCD for disconnection in all but exceptional circumstances (eg system failures or events beyond Telstra's reasonable control).

(b) Order Capture – Wholesale ADSL Layer 2 Service Disconnection Order

Wholesale customers accept disconnection orders from wholesale end users for a Wholesale ADSL Layer 2 Service in a variety of forms and through a variety of originating processes.

The order is typically handled by a customer service representative who will directly manually key the order into an order capture system within the wholesale customer's BSS and conduct a records check to verify the customer's identity, confirm the customer record exists in the wholesale customer's CDBOR and that the person contacting the wholesale customer is authorised to disconnect the service.

Telstra will accept a disconnection order for a **Wholesale ADSL Layer 2 Service** from a wholesale customer via Telstra's Wholesale BSS layer (which currently includes LinxOnline Ordering (**LOLO**) and the newer B2B-enabled LinxOnline Interaction Gateway (**LOLIG**)). Telstra's Wholesale BSS layer is highly automated and provides system to system level delivery of service orders into Telstra's OSS with capacity to handle high order volumes. Telstra currently receives substantially most of disconnection orders from wholesale customers through these B2B systems.

Where a wholesale customer is unable to, or chooses not to, interface with LOLO or LOLIG), Telstra will accept a disconnection order for a Wholesale ADSL Layer 2 Service via Telstra's wholesale customer service representatives.

In addition, if a Wholesale ADSL Layer 2 Service disconnection order is received from a wholesale customer via Telstra's wholesale BSS layer and the LOLO or LOLIG interface otherwise fails to submit the order for any reason, the order will proceed down a manual path and be processed by Telstra's wholesale customer service representatives.

Where a disconnection order is processed manually by a wholesale customer service representative, the wholesale customer service representative enters the disconnection order data directly into Telstra's OSS (currently via an interface to the AXIS system comprising part of the OSS).

The wholesale customer can nominate the day and time (morning or afternoon) on which they would like the disconnection to take effect (**Customer Requested Date or CRD**).

Telstra's Wholesale Business Unit has set an additional business rule for their customers that limits the CRD up to a maximum of 30 calendar days after the disconnection order is received by Telstra.

Telstra will set a Telstra Commitment Date (TCD) for disconnection for the purposes of the internal work flow orders that are passed to the OSS which is the same as the CRD except in the following circumstances:

- if the CRD is a Sunday or a public holiday (based on service location);

- if the CRD is the date on which the disconnection order is received by Telstra and the order is received later than 5:00 pm (local time based on service location) on that day, unless the order is processed directly through the LOLO or LOLIG interface and the relevant exchange calendar is open at the time the order is created. Where an exchange calendar is open, it is open for both wholesale and retail disconnection orders; or
- if the CRD is before the end of any minimum disconnection notice period contractually agreed between Telstra and the customer.¹¹

The circumstances in which Telstra will not meet the customer's CRD for disconnection are substantially the same as between retail and wholesale.

Where a wholesale customer nominates a CRD which Telstra is unable to meet, the wholesale customer is informed (either through Telstra's Wholesale BSS Layer or via Telstra's wholesale customer service representatives depending on how the wholesale customer placed the disconnection order) and prompted to nominate an alternative CRD. Telstra will not set a TCD for disconnection until the wholesale customer nominates an alternative CRD which Telstra can meet.

Telstra will process the disconnection order in accordance with the TCD for disconnection in all but exceptional circumstances (eg system failures or events beyond Telstra's reasonable control).

(c) Order validation - Retail Copper Broadband Service Disconnection Order

The disconnection order is validated by a combination of retail BSS system enforced rules and Telstra retail business processes prior to being submitted to OSS for fulfillment. These rules of validation are a service qualification check to determine whether a commitment is required and, if so, to ensure that a CRD has been nominated and a TCD has been scheduled. This also tests that the CRD is not prior to the date of application (i.e. it has not already passed).

Once the disconnection order is validated, it flows into Telstra's OSS (currently via an interface to the AXIS system).

(d) Order validation - Wholesale ADSL Layer 2 Disconnection Order

For disconnections, the wholesale customer submits a FNN and a CRD for disconnection, and validation is required to establish whether the service for that FNN is owned by the submitting wholesale customer, and the CRD is no more than 30 calendar days in the future.

Once the disconnection order is validated, it flows into Telstra's OSS (currently via an interface to the AXIS system).

(e) Order Modification - Retail Copper Broadband Service Disconnection Order

¹¹ Some of Telstra's contractual arrangements with customers contain minimum notice periods for service cancellation. For example, "the customer may cancel a service under this agreement by giving Telstra 30 days' written notice".

A retail customer can modify its retail copper broadband service disconnection order at any time prior to the point at which the OSS Activation Manager (currently XDM) executes the disconnection tasks in the network. Modifications may include withdrawing the disconnection order or changing the CRD for the order which, in accordance with the rules above, will translate to a new TCD for disconnection.

Telstra will accept an order modification request from a retail customer in a variety of forms and through a variety of originating processes through which the Telstra Retail Business Units deal with their customers (including by different customer segment). For example, a retail customer may currently contact Telstra by telephone, in person or via correspondence either directly or via one of Telstra's indirect retail sales channels. The order modification is typically handled by a customer service representative who will directly manually key the order modification into the appropriate order capture system (eg Moby / EMPTOR / STS / Siebel) which comprises part of the retail BSS.

(f) Order Modification – Wholesale ADSL Layer 2 Disconnection Order

A wholesale customer can modify its Wholesale ADSL Layer 2 service disconnection order at any time prior to the point at which the OSS Activation Manager (currently XDM) executes the disconnection tasks in the network. Modifications may include withdrawing the disconnection order or changing the CRD for the order which, in accordance with the rules above, will translate to a new TCD for disconnection.

Telstra will accept a disconnection order modification request via Telstra's wholesale front of house (the Wholesale Service Centre). In the Wholesale Service Centre the order modification is handled by a customer service representative who will directly manually key the order modification into Telstra's OSS (currently via an interface to the AXIS system).

In addition, Telstra will accept a Wholesale ADSL Layer 2 disconnection request from a wholesale customer via Telstra's Wholesale BSS layer (which currently includes LinxOnline Ordering (**LOLO**) and the newer B2B-enabled LinxOnline Interaction Gateway (**LOLIG**)).¹²

A wholesale customer can modify its DSL disconnection order via LOLO or LOLIG at any date prior to the TCD.

5.2 Order fulfilment

(a) Receiving orders in the OSS

Once a disconnection order is captured and validated in the relevant BSS it is passed to a system within the OSS (currently *AXIS*) which deconstructs and orchestrates the various order components, determining the network-related and other manual tasks required to complete the order. The various task components are then delivered to

¹² Telstra has given enforceable commitments in relation to the service availability of those BSS systems available to Wholesale Customers to access LOLO and LOLIG, either through a B2B interface or the Wholesale Portal, in clause 12 of the Undertaking.

another system within the OSS (currently *NPAMS*), which performs automatic and manual network plant assignment tasks and confirms completion back to *AXIS*.

Network tasks to be completed are delegated by *AXIS* to a separate system (currently 'Service Order Manager Back End' (*SOMBE*)). *SOMBE* determines and manages those tasks necessary within the network.

(b) Prioritising and Processing Orders

Once wholesale and retail disconnection orders enter the OSS, they are processed by the relevant systems based solely on the relevant TCD for disconnection.

Following completion of a wholesale disconnection, Telstra will notify the relevant wholesale customer through its daily event file supplied through Telstra's eBill system (or through its monthly invoice in the exceptional circumstance that the wholesale customer does not use Telstra's eBill system).

Telstra does not typically¹³ notify the relevant retail customer following completion of a retail disconnection (other than through its final Bill for the relevant service).

5.3 Cessation of charging and Final Billing

(a) Cessation of Charging

Telstra will discontinue charging a retail customer on and from the date of disconnection of the retail copper broadband service. If the date of disconnection is later than the TCD for disconnection for any reason charges will apply until the retail order capture system notifies order completion to the relevant retail billing system.

Telstra's retail Business and Enterprise and Government Business Units will apply business rules to manually credit customers in the event that the TCD for disconnection are set at the end of a contractually agreed minimum notice period for service cancellation, but disconnection actually occurs after the TCD for some reason.

Telstra will discontinue charging a wholesale customer on and from the date of disconnection of the Wholesale ADSL Layer 2 service. If the date of disconnection is later than the TCD for disconnection for any reason charges will apply until the disconnection order completion is notified to the relevant wholesale billing system. However, Telstra's Wholesale Business Unit will apply business rules to manually credit the wholesale customer for the proportion of the Wholesale ADSL Layer 2 access charges reflecting the period between the date of disconnection and the TCD for disconnection (calculated on a pro rata basis). Telstra will calculate and pay this credit to wholesale customers on a quarterly basis.

(b) Final Billing

¹³ Telstra has individualised customer notification processes with some of its larger account managed customers.

Telstra will finalise and submit any final Bill to the retail customer or wholesale customer in accordance with the billing arrangements contractually agreed between Telstra and that customer.

6 Disconnection of a wholesale ULL service.

6.1 Order capture (including records check and order modification)

(a) Order Capture

Telstra will accept a disconnection order for a wholesale ULL Service from a wholesale customer via Telstra's Wholesale BSS layer (which currently includes ULLCIS). Wholesale customers can currently submit up to 4 files per day via FTP into ULLCIS.

Where a whole customer is unable to, or chooses not to, interface with ULLCIS), Telstra will accept a disconnection order for a wholesale ULL Service via Telstra's wholesale customer service representatives.

In addition, if a ULL Service disconnection order is received from a wholesale customer via Telstra's wholesale BSS layer and ULLCIS fails to submit the order into the OSS for any reason, the order will proceed down a manual path and be processed by Telstra's wholesale customer service representatives.

Where a disconnection order is processed manually by a wholesale customer service representative, the wholesale customer service representative enters the disconnection order data directly into Telstra's OSS (currently via an interface to the AXIS system comprising part of the OSS).

The wholesale customer can currently choose between a same day disconnection or a pending disconnection (**Customer Requested Date** or **CRD**). If the wholesale customer chooses a pending disconnection, it currently means that the customer has elected for the disconnection to take place 5 business days after the order is placed. Telstra will set a Telstra Commitment Date (**TCD**) for disconnection for the purposes of the internal work flow orders that are passed to the OSS which is the same as the CRD.

Telstra will process the disconnection order in accordance with the TCD for disconnection in all but exceptional circumstances (eg system failures or events beyond Telstra's reasonable control).

(b) Order validation

Telstra confirms its receipt of a ULL disconnection order to the relevant wholesale customer via ULLCIS.

The only validation performed is to confirm whether the service for the ULL service number submitted by the wholesale customer as part of its order is supplied to the submitting wholesale customer and that the customer has either selected a same day (immediate) disconnection order or a pending disconnection order.

If the disconnection order is not valid, Telstra sends a rejection advice to the relevant wholesale customer via ULLCIS.

(c) Order Modification

Same day ULL disconnection orders cannot be modified or withdrawn. Pending ULL disconnection orders can be withdrawn at any date prior to the TCD but cannot otherwise be modified.

Telstra will accept a pending ULL disconnection order withdrawal request via Telstra's Wholesale BSS layer (which currently includes ULLCIS) at any time prior to the point at which the order passed from Telstra's Wholesale BSS layer (which currently includes ULLCIS) to Telstra's OSS (currently via AXIS).

6.2 Order fulfilment

(a) Receiving orders in the OSS

Once a disconnection order is captured and validated it is passed to a system within the OSS (currently *AXIS*) which deconstructs and orchestrates the various order components, determining the network-related and other manual tasks required to complete the order. The various task components are then delivered to another system within the OSS (currently *NPAMS*), which performs automatic and manual network plant assignment tasks and confirms completion back to *AXIS*.

AXIS then delegates the tasks required to be completed at an exchange to a separate system (currently 'Service Order Manager Back End' (*SOMBE*)). *SOMBE* also deconstructs the order components further and initiates the systems responsible for creating manual work orders (currently *CONNECT*).

Telstra will recover the ULL jumper at the exchange at a time that is efficient for Telstra, this may be several days later than the TCD.

(b) Prioritising and Processing Orders

Once ULL disconnection orders enter the OSS, they are processed by the relevant systems based solely on the relevant TCD for disconnection.

Following completion of a ULL disconnection, Telstra will notify the relevant wholesale customer through its daily event file supplied through Telstra's eBill system (or through its monthly invoice in the exceptional circumstance that the wholesale customer does not use Telstra's eBill system).

6.3 Cessation of charging and Final Billing

(a) Cessation of Charging

Telstra will discontinue charging a wholesale customer on and from the date of disconnection of the wholesale ULL Service. If the date of disconnection (excluding any manual exchange work) is later than the TCD for disconnection for any reason charges will apply until the disconnection order completion is notified to the relevant wholesale billing system. However, Telstra's Wholesale Business Unit will apply business rules to manually credit the wholesale customer for the proportion of the ULL access charges reflecting the period between the date of disconnection and the TCD for disconnection (calculated on a pro rata basis). Telstra will calculate and pay this credit to wholesale customers on a quarterly basis.

(b) Final Billing

Telstra will finalise and submit any final Bill to the wholesale customer in accordance with the billing arrangements contractually agreed between Telstra and that customer.

7 Disconnection of a wholesale LSS.

7.1 Order capture (including records check and order modification)

(a) Order Capture

Telstra will accept a disconnection order for a LSS from a wholesale customer via Telstra's Wholesale BSS layer (which currently includes LinxOnline Ordering (**LOLO**) and the newer B2B-enabled LinxOnline Interaction Gateway (**LOLIG**)). Telstra's Wholesale BSS layer is highly automated and provides system to system level delivery of service orders into Telstra's OSS with capacity to handle high order volumes.¹⁴

Where a whole customer is unable to, or chooses not to, interface with LOLO or LOLIG), Telstra will accept a disconnection order for a LSS via Telstra's wholesale customer service representatives.

In addition, if a LSS disconnection order is received from a wholesale customer via Telstra's wholesale BSS layer and the LOLO or LOLIG interface otherwise fails to submit the order for any reason, the order will proceed down a manual path and be processed by Telstra's wholesale customer service representatives.

Where a disconnection order is processed manually by a wholesale customer service representative, the wholesale customer service representative enters the disconnection order data directly into Telstra's OSS (currently via an interface to the AXIS system comprising part of the OSS).

The wholesale customer can nominate the day and time (morning or afternoon) on which they would like the disconnection to take effect (**Customer Requested Date or CRD**).

Telstra's Wholesale Business Unit has set an additional business rule for their customers that limits the CRD up to a maximum of 30 calendar days after the disconnection order is received by Telstra.

Telstra will set a Telstra Commitment Date (**TCD**) for disconnection for the purposes of the internal work flow orders that are passed to the OSS which is the same as the CRD except in the following circumstances:

- if the CRD is before the expiry of the 3 day minimum lead time;
- if the CRD is a Sunday or a public holiday (based on service location);
- if the CRD is the date on which the disconnection order is received by Telstra and the order is received later than 5:00 pm (local time based on service

¹⁴ Telstra has given enforceable commitments in relation to the service availability of those BSS systems available to Wholesale Customers to access LOLO and LOLIG, either through a B2B interface or the Wholesale Portal, in clause 12 of the Undertaking.

location) on that day, unless the order is processed directly through the LOLO or LOLIG interface and the relevant exchange calendar is open at the time the order is created. Where an exchange calendar is open, it is open for both wholesale and retail disconnection orders; or

- if the CRD is before the end of any minimum disconnection notice period contractually agreed between Telstra and the customer.¹⁵

Where a wholesale customer nominates a CRD which Telstra is unable to meet, the wholesale customer is informed (either through Telstra's Wholesale BSS Layer or via Telstra's wholesale customer service representatives depending on how the wholesale customer placed the disconnection order) and prompted to nominate an alternative CRD. Telstra will not set a TCD for disconnection until the wholesale customer nominates an alternative CRD which Telstra can meet.

Telstra will process the disconnection order in accordance with the TCD for disconnection in all but exceptional circumstances (eg system failures or events beyond Telstra's reasonable control).

(b) Order validation

For disconnections, the wholesale customer submits a FNN and a CRD for disconnection, and validation is required to establish whether the service for that FNN is owned by the submitting wholesale customer, and the CRD is no more than 30 calendar days in the future.

(c) Order Modification

A wholesale customer can modify its wholesale LSS disconnection order at any time prior to the point at which the order completes in the OSS. Modifications may include withdrawing the disconnection order or changing the CRD for the order which, in accordance with the rules above, will translate to a new TCD for disconnection.

Telstra will accept a disconnection order modification request via Telstra's wholesale front of house (the Wholesale Service Centre). In the Wholesale Service Centre the order modification is handled by a customer service representative who will directly manually key the order modification into Telstra's OSS (currently via an interface to the AXIS system).

In addition, Telstra will accept a wholesale LSS disconnection modification from a wholesale customer via Telstra's Wholesale BSS layer (which currently includes LinxOnline Ordering (**LOLO**) and the newer B2B-enabled LinxOnline Interaction Gateway (**LOLIG**)).

A wholesale customer can modify its LSS disconnection order via LOLO or LOLIG at any date prior to the TCD.

¹⁵ Some of Telstra's contractual arrangements with customers contain minimum notice periods for service cancellation. For example, "the customer may cancel a service under this agreement by giving Telstra 30 days' written notice".

7.2 Order fulfilment

(a) Receiving orders in the OSS

Once a disconnection order is captured it is passed to a system within the OSS (currently *AXIS*) which deconstructs and orchestrates the various order components, determining the network-related and other manual tasks required to complete the order. The various task components are then delivered to another system within the OSS (currently *NPAMS*), which performs automatic and manual network plant assignment tasks and confirms completion back to *AXIS*.

If any tasks are required to be completed at an exchange (eg jumper removal), *AXIS* delegates those tasks to a separate system (currently 'Service Order Manager Back End' (*SOMBE*)). *SOMBE* determines and manages those tasks necessary within an exchange. *SOMBE* also deconstructs the order components further and initiates the systems responsible for creating manual work orders (currently *CONNECT*).

(b) Prioritising and Processing Orders

Once wholesale LSS disconnection orders enter the OSS, they are processed by the relevant systems solely based on the relevant TCD for disconnection.

Following completion of a wholesale LSS disconnection, Telstra will notify the relevant wholesale customer through its daily event file supplied through Telstra's eBill system (or through its monthly invoice in the exceptional circumstance that the wholesale customer does not use Telstra's eBill system). This is the notification referred to in clause 12.2.

7.3 Cessation of charging and Final Billing

(a) Cessation of Charging

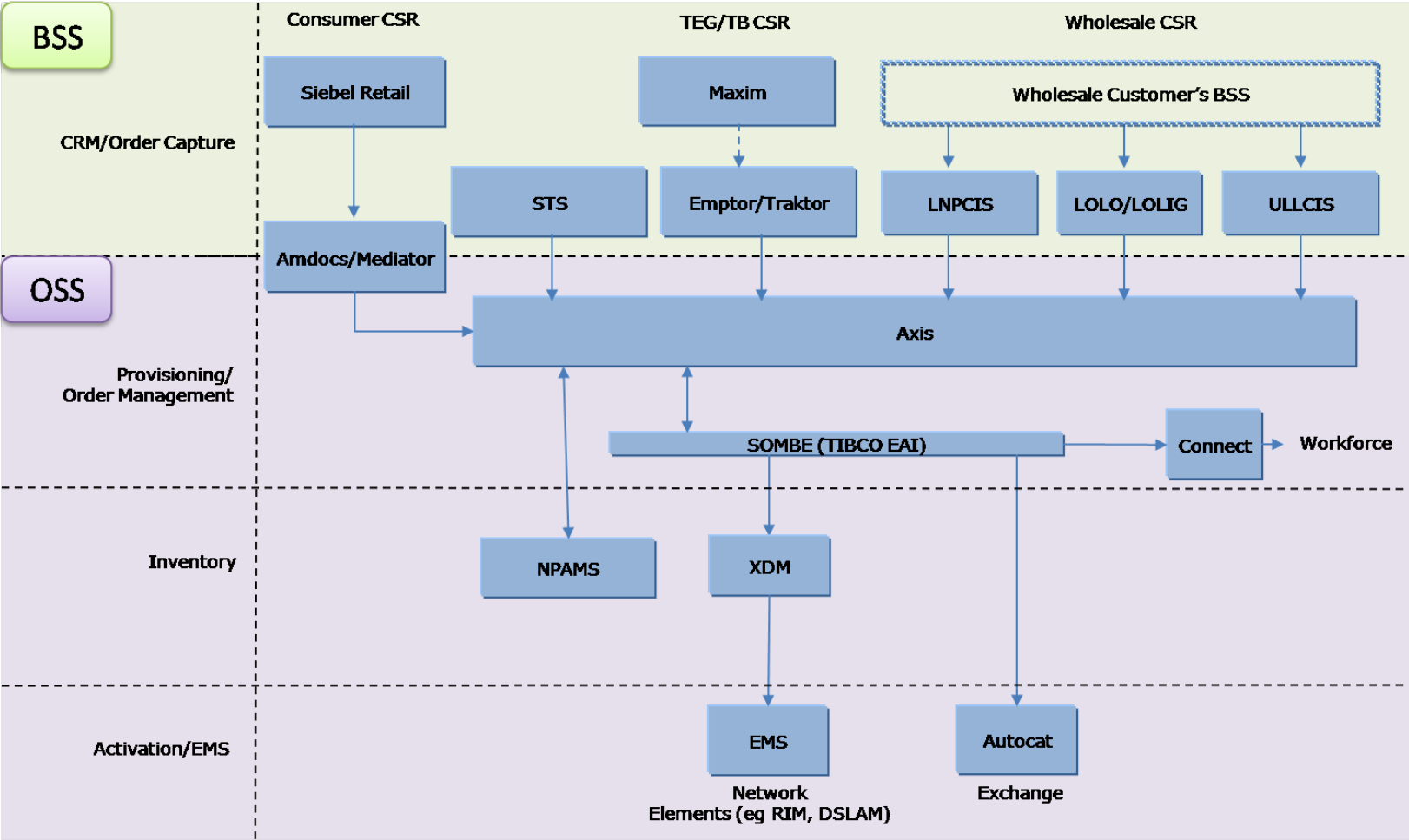
Telstra will discontinue charging a wholesale customer on and from the date of disconnection of the wholesale LSS. If the date of disconnection (excluding manual exchange work) is later than the TCD for disconnection for any reason charges will apply until the disconnection order completion is notified to the relevant wholesale billing system. However, Telstra's Wholesale Business Unit will apply business rules to manually credit the wholesale customer for the proportion of the wholesale LSS access charges reflecting the period between the date of disconnection and the TCD for disconnection (calculated on a pro rata basis). Telstra will calculate and pay this credit to wholesale customers on a quarterly basis.

(b) Final Billing

Telstra will finalise and submit any final Bill to the wholesale customer in accordance with the billing arrangements contractually agreed between Telstra and that customer.

The following is an illustrative representation of the current IT systems used by Telstra for the processes described in this document. This diagram is provided for illustrative purposes only and should not be used as a basis for interpreting, construing or extrapolating the intended meaning of any statement in this document.

Current State for Copper Network IT Systems



Schedule 2 — Telstra existing standard processes for disconnection of HFC Services

1 Disconnection of a HFC broadband service

1.1 Order capture (including records check and order modification)

(a) Order Capture

Telstra will accept a disconnection order for a HFC broadband service in a variety of forms and through a variety of originating processes through which the Telstra Retail Business Units deal with their customers (including by different customer segment). For example, a retail customer may currently contact Telstra by telephone, in person or via correspondence either directly or via one of Telstra's indirect retail sales channels.

For simple disconnection orders, the order is typically handled by a customer service representative who will directly manually key the order into the appropriate order capture system within Telstra's retail BSS (eg Siebel) and conduct a records check to verify the customer's identity, confirm the customer record exists in the CDBOR and that the person contacting Telstra is authorised to disconnect the service.

The retail customer can nominate the day (excluding Sundays and public holidays based on service location) and time (morning or afternoon) on which they would like the disconnection to take effect (**Customer Requested Date** or **CRD**).

Telstra's consumer Retail Business Unit has set an additional business rule for their customers that limits the CRD up to a maximum of 30 calendar days after the disconnection order is received by Telstra.

(b) Order Validation

The disconnection order is validated by a combination of BSS system enforced rules and Telstra retail business processes prior to being submitted to OSS for fulfillment.

(c) Order Modification

A retail customer can modify its HFC broadband service disconnection order at any time prior to the point at which the OSS Order Manager (currently BigPond Ring Fence) requests the disconnection tasks in the network. Modifications may include withdrawing the disconnection order or changing the customer requested date for the order.

Telstra will accept an order modification request from a retail customer in a variety of forms and through a variety of originating processes through which the Telstra Retail Business Units deal with their customers (including by different customer segment). For example, a retail customer may currently contact Telstra by telephone, in person or via correspondence either directly or via one of Telstra's indirect retail sales channels. The order modification is typically handled by a customer service representative who will directly manually key the order modification into the appropriate order capture system (eg Siebel).

1.2 Order fulfilment

(a) Receiving orders in the OSS

Once a disconnection order is captured it is passed to a system within the OSS (currently BigPond Ring Fence) which deconstructs and orchestrates the various order components, determining the network-related tasks required to complete the order.

(b) Prioritising and Processing Orders

Within the OSS disconnection orders are processed by the relevant systems based solely on the customer requested date for disconnection.

Telstra does not typically¹⁶ notify the relevant retail customer following completion of a retail disconnection (other than through its final Bill for the relevant service).

1.3 Cessation of Charging and Final Billing

(a) Cessation of Charging

Telstra will discontinue charging a retail customer on and from the date of disconnection of the HFC broadband service. If the date of disconnection is later than the TCD for disconnection for any reason charges will apply until the relevant retail order capture system notifies order completion to the relevant retail billing system.

(b) Final Billing

Telstra will finalise and submit any final Bill to the retail customer for the HFC broadband service in accordance with the billing arrangements contractually agreed between Telstra and that customer.

¹⁶ Telstra has individualised customer notification processes with some of its larger account managed customers.

Schedule 3 — Principles for Managed Disconnection immediately following the Disconnection Date

For information purposes, this Schedule sets out the high level (non binding) process steps which Telstra anticipates it will take when undertaking Managed Disconnection of all remaining active Copper Services (other than Special Services) within the Fibre Footprint in a Rollout Region during the period immediately following the Disconnection Date in that Rollout Region.

Telstra will develop a Required Measure that provides more detail for this process.

Process Step	Description
1. Fibre Footprint is finalised by NBN Co	<p>At the Disconnection Date, NBN Co will advise Telstra of any addresses previously within the Fibre Footprint that NBN Co determines will not be Passed at the Disconnection Date.</p> <p>Those Premises will be removed from the Fibre Footprint and Telstra will remove them also from the list of service addresses for Managed Disconnection.</p>
2. Telstra identifies the list of service addresses, which are candidates for Managed Disconnection	<p>Telstra will settle the list of service addresses which will form the basis for Managed Disconnection. This list will include all Premises within the Fibre Footprint where there are still active Copper Services including:</p> <ul style="list-style-type: none"> (a) Premises where there is a disconnection order in Telstra's system, but it is future-dated more than 10 Business Days after the Disconnection Date; and (b) any orders for the new connection of a Copper Service at a Premises which is still pending in Telstra's systems at the Disconnection Date.
3. Special Services, Network Management Services and any Affected Premises are removed	<p>Telstra will remove from the service address list any:</p> <ul style="list-style-type: none"> (a) Premises which are supplied only active Special Services or Special Service Inputs (in relation to those TSS Classes for which a disconnection date has not yet occurred under clause 21); (b) Network Management Service included in the service address list; and (c) any other Premises that Telstra is not permitted by law or is prevented by a Force Majeure Event from disconnecting.
4. In-Train Order Premises are removed	<p>On the Disconnection Date, NBN Co will provide Telstra with a list of In-Train Order Premises – and Telstra will remove those Premises from the service address list.</p>

Process Step	Description
5. All remaining services that are Standard Telephone Services are disconnected	Telstra will identify from the remaining candidate service addresses within the Fibre Footprint, those Copper Services that are Standard Telephone Services or Wholesale Line Rental services and will disconnect them (leaving Soft Dial Tone).
6. Telstra will permanently disconnect remaining non-STS Premises	<p>By the date that is 10 Business Days after the Disconnection Date, Telstra will have disconnected all Premises on the service list.</p> <p>Telstra may continue to provide those Premises identified in Step 5 with Soft Dial Tone.</p>
7. Telstra will permanently disconnect STS Premises	By the date that is 20 Business Days after the Disconnection Date, Telstra will cease providing Soft Dial Tone to those Premises identified under Step 5.
8. Telstra will permanently disconnect In-Train Order Premises	<p>Telstra will permanently disconnect any In-Train Order Premises, within 30 Business Days of being notified by NBN Co that the Premises has been NBN Connected (or that an order for NBN Connection at the Premises has been cancelled or revoked).</p> <p>If Telstra does not receive a notice from NBN Co, Telstra will permanently disconnect all remaining In-Train Order Premises on the date which is 90 Business Days after the Disconnection Date.</p>
9. Affected Premises may be permanently disconnected if this is later permitted	Telstra will permanently disconnect any Affected Premises in the Rollout Region at a later date, which is no later than 5 Business Days after the date that Telstra is no longer prevented by law from disconnecting the Premises.

Schedule 4 — Special Services

1 Direct Special Services

- (a) Subject to any condition specified in column 3 for that item, each of the carriage services that is specified in an item of column 1 of Table 1 is a Direct Special Service, including:
- (i) any of the products and Product Bundles provided by means of those carriage services which are specified in column 2 of Table 1; and
 - (ii) with the exception of the carriage services specified at item 10 of Table 1 — any other products or Product Bundles which are subsequently provided by means of those Access Services.
- (b) Each of the carriage services that is specified in an item of column 1 of Table 2 is a Direct Special Service, including:
- (i) any of the products and Product Bundles provided by means of those carriage services which are specified in column 2 of Table 2; and
 - (ii) any other products or product bundles which are subsequently provided by means of those Access Services.

Table 1 – Direct Special Services (Retail)

Item	Column 1 Access Service	Column 2 Product Bundles	Column 3 Condition
1	DDS Fastway	<ul style="list-style-type: none"> • DDS Fastway • DDS Flexnet • DDS Local Area Service (LAS) 	
2	Frame Relay	<ul style="list-style-type: none"> • Frame Relay • Business IP Frame Relay • Connect IP Frame Relay • GBIP (proxy) 	
3	Megalink	<ul style="list-style-type: none"> • Megalink 	
4	CustomNet Spectrum	<ul style="list-style-type: none"> • CustomNet Spectrum 	
5	Ethernet Lite BDSL	<ul style="list-style-type: none"> • Ethernet Lite • Business IP Ethernet Lite • Connect IP Ethernet Lite • GBIP (Government Broadband IP) • 1 touch video 	
6	ISDN10/20/30	<ul style="list-style-type: none"> • ISDN10/20/30 Businessline • ISDN Dual Node 	

Item	Column 1 Access Service	Column 2 Product Bundles	Column 3 Condition
7	ISDN2	<ul style="list-style-type: none"> • ISDN Diverse Access • Business Connect /2 • Business Options Connect • Business Premium Connect Corporate Connect • All-4-Biz • ISDN2 Businessline • ISDN2 Enhanced BusinessLine • ISDN Xpress • Business Connect / 2 • Business Options Connect • Business Premium Connect Corporate Connect • All-4-Biz (newly released) 	
8	DDS Low Speed	<ul style="list-style-type: none"> • DDS Low Speed • DDS BIN (bank interchange network) 	
9	VGDL	<ul style="list-style-type: none"> • PAPL • Tie Lines • Voice Links 	
10	STS / ADSL / ADSL 2+	<ul style="list-style-type: none"> • Remote Telemetry • Telstra Secure 	The service is only a Direct Special Service if supplied for Remote Telemetry or Telstra Secure
11	ATM (over copper)	<ul style="list-style-type: none"> • N/A 	
12	Payphones	<ul style="list-style-type: none"> • N/A 	

Table 2 – Direct Special Services (Wholesale)

Item	Access Service	Product Bundles
1	DDS Fastway	<ul style="list-style-type: none"> • DDS Fastway • DDS Flexnet • DDS Local Area Service (LAS)
2	Data Access Radial	<ul style="list-style-type: none"> • N/A
3	Frame Relay	<ul style="list-style-type: none"> • Frame Relay

Item	Access Service	Product Bundles
4	Megalink	<ul style="list-style-type: none"> • N/A
5	Wholesale Transmission – CRA163 – Telstra domestic tail transmission capacity service	<ul style="list-style-type: none"> • CRA163 – Telstra domestic tail transmission capacity service
6	CustomNet Spectrum	<ul style="list-style-type: none"> • CustomNet Spectrum
7	Wholesale Business DSL (W-BDSL)	<ul style="list-style-type: none"> • Business Data Access Service
8	ISDN10/20/30	<ul style="list-style-type: none"> • ISDN10/20/30 Businessline • ISDN Dual Node
9	ISDN2	<ul style="list-style-type: none"> • ISDN2 Businessline • ISDN2 Enhanced BusinessLine – Currently CNRs for call rates. Basic Access as per OCT.
10	DDS Low Speed	<ul style="list-style-type: none"> • DDS Low Speed • DDS BIN
11	VGDL	<ul style="list-style-type: none"> • N/A
12	Telstra Traffic Light Service	<ul style="list-style-type: none"> • N/A
13	Wholesale ATM (over copper)	<ul style="list-style-type: none"> • N/A
14	ATM (Rebill) (over copper)	<ul style="list-style-type: none"> • N/A
15	Customer-operated payphones	<ul style="list-style-type: none"> • N/A

2 Certification process for Special Service Inputs

This Schedule sets out the process Telstra will use to obtain certification from each Wholesale Customer as to the Special Service Inputs used by that Wholesale Customer in a Rollout Region.

2.1 Verification of ULLS certifications

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

2.2 Summary Process for verifying ULLS certifications

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

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

- (b) From the worked example, if the Wholesale Customer's certified number of services that are Service Equivalent to Direct Special Services exceeds 250 by more than 10% Telstra will require the Wholesale Customer to reassess its certification, pointing out the apparent inconsistency.

2.3 Certification of Special Service Inputs prior to the Ready for Service Date for a Rollout Region

- (a) For each Rollout Region, Telstra will notify Wholesale Customers of a date (**first certification date**) by which all Wholesale Customers must provide Telstra in writing with a list of the Premises within the Fibre Footprint (referencing the NBN Co Location ID) within that Rollout Region in respect of which the Wholesale Customer is using a Special Services Input to supply a carriage service that is Service Equivalent to a Direct Special Service.
- (b) The first certification date will be:
- (i) 3 months prior to the forecast Ready for Service Date for the relevant Rollout Region; or
 - (ii) such later date as Telstra determines, taking into account the time required for it and NBN Co to complete service address matching activities in respect of the relevant Rollout Region.

2.4 Further certification prior to the Disconnection Date for a Rollout Region

- (a) Prior to the Disconnection Date of a Rollout Region, Telstra will notify Wholesale Customers of the requirement to provide Telstra by the Disconnection Date with a certified list of any Premises (referencing the NBN Co Location ID) within the Fibre Footprint in that Rollout Region in respect of which the Wholesale Customer is using a Special Service Input to provide a carriage service that is Service Equivalent to a Special Service.

- (b) In addition, the Wholesale Customer will be requested to certify:
 - (i) the number of those carriage services being used to provide a service that is Service Equivalent to Telstra's Remote Telemetry or Telstra Secure services; and
 - (ii) for each ULLS or LSS:
 - (A) the service FNN for the relevant Premises;
 - (B) the Direct Special Service in respect of which the carriage service provided over that ULLS or LSS is considered by the Wholesale Customer to be Service Equivalent; and
 - (C) the SS Class of that Direct Special Service.
- (c) If the Wholesale Customer's certified number of Special Service Inputs exceeds the number verified by Telstra (in the manner set out above) by more than 10%, Telstra will respond to the Wholesale Customer, pointing out the inconsistency and requiring the Wholesale Customer to reconsider its certification (which may include providing to Telstra other information relevant to the usage of the ULLS or LSS services).

2.5 Verification of LSS certifications

Wholesale Customers may also use LSS to provide carriage services that are Service Equivalent to Direct Special Services, but this is far less prevalent. So, whilst those LSS will be included as Special Service Inputs and Wholesale Customers will (in accordance with clauses 2.3(a), 2.4(a) and 2.4(b) of this Schedule) be asked to certify the number of carriage services that are Service Equivalent to Direct Special Services so supplied, Telstra will not verify an LSS certification in the manner contemplated for ULLS based services under clause 2.1.

Schedule 5 — Technical conditions constituting permanent disconnection

1 Permanent disconnection of a Copper Path

- (a) A Copper Path is permanently disconnected if:
- (i) the status of each carriage service that was provided over that Copper Path prior to permanent disconnection, and that Copper Path is marked as "V" in NPAMS which:
 - (A) is identifiable to a person using NPAMS as "V";
 - (B) reflects a state of the Copper Path and has the following effects and consequences:
 - it ensures the Copper Path cannot be associated in any Telstra system or database with any DSLAM or carriage service;
 - it ensures the provisioning of any Copper Service over the Copper Path is not possible; and
 - it ensures the Copper Path cannot be available to Telstra to enable Telstra to (or permit third parties to) deliver any Communications to or from the Premises; and
 - (C) cannot be varied or changed except with authorisation of appropriate Personnel of Telstra that are employed at the level of director or higher;
 - (ii) in respect of Copper Paths over which ULLS or LSS were provisioned, there is no jumper for the Copper Path;
 - (iii) there is no Dial Tone over that Copper Path;
 - (iv) there is no active DSL port at the DSLAM for that Copper Path;
 - (v) the Configuration Data is configured so as to prevent that Copper Path carrying Communications to any Premises over the Copper Network;
 - (vi) any Premises to which that Copper Path is connected is Delinked from that Copper Path; and
 - (vii) without limiting any of the foregoing:
 - (A) no carriage service or Content Service is provided over that Copper Path; and
 - (B) no Communications can be delivered over the Copper Path to any Premises.
- (b) A Copper Path is permanently disconnected only for so long as each of the conditions specified in this Schedule continue to be satisfied in relation to that Copper Path.

2 Permanent disconnection of an HFC Line

- (a) Subject to 2(b), an HFC Line is permanently disconnected if and for so long as each of the following conditions is and remains satisfied for any and all HFC Lines to a Premises:
- (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:
 - it ensures the HFC Line cannot be associated with a Premises except in respect of Permitted Services; and
 - it ensures the HFC Line cannot be available to Telstra to enable Telstra to (or permit third parties to) deliver any Communications to or from a Premises other than Permitted Services; and
 - (C) cannot be varied or changed except with authorisation of appropriate Personnel of Telstra that are employed at the level of director or higher;
 - (iii) the service record for each HFC Service that was provided over that HFC Line prior to the date of permanent disconnection is marked as "disconnected" in AMDOCS, which:
 - (A) is identifiable by a person using AMDOCS as "disconnected";
 - (B) prevents the provision of the HFC Service over the HFC Line; and
 - (C) cannot be varied or changed except with authorisation of Personnel of Telstra that are employed at the level of director or within the Telstra Business Unit responsible for network management activities or higher;
 - (iv) no end user account in AMDOCS in relation to any Premises to which that HFC Line is connected is associated with any modem MAC ID; and
 - (v) without limiting any of the foregoing:
 - (A) no carriage service or Content Service is provided over that HFC Line except for a Permitted Service; and
 - (B) no HFC Services can be delivered over that HFC Line to any Premises.
- (b) If:
- (i) a Subscriber moves from a Premises (the **First Premises**) within an HFC Deactivation Region to another Premises within that HFC Deactivation

Region that has been permanently disconnected (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. Telstra cannot and will not prevent this.

(c) Telstra will ensure that if a Subscriber moves a modem from a Premises in one HFC Deactivation Region to another Premises and attempts to use that modem over an HFC Line in a Premises that has been permanently disconnected in another HFC Deactivation Region, the use of that modem will cause Telstra's systems to perform a service qualification check and prevent the provision of carriage services over that HFC Line.

Schedule 6 — Information security principles for development of NBN Co Migration Information security measures

1 Objective of the NBN Information Security Plan

- (a) The objective of the NBN Information Security Plan is to set out effective and appropriate measures to ensure that any NBN Co Migration Information:
 - (i) is only disclosed to, and made available for use by, authorised Personnel for a purpose permitted or required by the Definitive Agreements; and
 - (ii) cannot be used or disclosed by Telstra to gain or exploit an unfair commercial advantage over Telstra's Wholesale Customers.
- (b) The NBN Information Security Plan will set out the processes and procedures to be implemented by Telstra which are based on, and give effect to, the principles set out in this Schedule 6.

2 NBN Information Security Plan must detail information security measures and processes

- (a) The NBN Information Security Plan will detail the measures and processes to be implemented by Telstra in order achieve the objective referred to in clause 1 of this Schedule.
- (b) Without limiting clause 2(a), the NBN Information Security Plan will contain the following:
 - (i) a description of the type of NBN Co Migration Information which Telstra receives from NBN Co and which is therefore subject to the NBN Information Security Plan;
 - (ii) the security measures to be implemented on Telstra's information storage systems and data systems that will contain NBN Co Migration Information to ensure that there is no unauthorised disclosure of that information, including:
 - (A) the process for pre-approving specific members of Telstra Personnel or members of specific groups or teams of Telstra Personnel as authorised recipients of NBN Co Migration Information;
 - (B) the mechanisms used to restrict access to systems containing NBN Co Migration Information to those authorised Personnel only;
 - (C) the system monitoring and compliance activities to be undertaken by Telstra, including a usage audit on at least an annual basis;
 - (D) the practices, policies and procedures to be implemented by Telstra regarding collection, storage and archiving security of NBN Co Migration Information, including as required to comply with any applicable laws;

- (E) the training to be undertaken by Telstra for authorised Personnel in relation to the requirements of the NBN Information Security Plan, including the serious potential consequences of non-compliance.
-

3 Permitted use and disclosure

3.1 NBN Information Security Plan will provide for disclosure strictly on a 'need-to-know' basis

- (a) The underlying principle which the NBN Information Security Plan will apply is that NBN Co Migration Information will only be disclosed to, and be made available within Telstra's information and data systems for use or disclosure:
 - (i) by authorised Personnel; and
 - (ii) strictly on a 'need to know' basis.
- (b) The 'need-to-know' principle means that the default position under Telstra's information and data systems will be that Telstra Personnel will not be authorised and will have no access to NBN Co Migration Information unless they establish (either directly or as a consequence of their role or a group which they are a member of being pre-approved) that they 'need-to-know' such information for the purposes of:
 - (i) Telstra performing an agreement with NBN Co; and
 - (ii) either:
 - (A) facilitating the connection by NBN Co or its agents of Premises and commencement of supply of Fibre Services using the NBN Co Fibre Network; or
 - (B) disconnecting carriage services from a Separating Network at Premises in a Rollout Region.
- (c) The NBN Information Security Plan will establish the appropriate and effective processes which Telstra will put in place to:
 - (i) identify and authorise Personnel under clause 3.1(a), who need to know NBN Co Migration Information; and
 - (ii) ensure that Personnel or pre-approved roles or groups use and disclose NBN Co Migration Information for the purposes and in the circumstances contemplated under clause 3.1(b) and otherwise in accordance with the NBN Information Security Plan.

3.2 Pre-approval of roles and groups

- (a) The NBN Information Security Plan will establish and document the roles and/or teams within Telstra that will use and disclose particular categories of NBN Co Migration Information, including specifying how that list of roles and teams can be varied from time to time (with the consent of NBN Co and the ACCC).
- (b) For clarity, the NBN Information Security Plan may provide that particular categories of NBN Co Migration Information may be used by or disclosed to a

particular Business Unit or part of a Business Unit, for specified purposes, in accordance with the NBN Information Security Plan.

3.3 NBN Co Migration Information will not be made available to Retail Business Units

- (a) The NBN Information Security Plan will specify that NBN Co Migration Information will not be disclosed to, or made available for use by, Personnel in a Retail Business Unit except:
 - (i) with the prior consent of NBN Co (such consent being received by Telstra only after Commencement); or
 - (ii) in accordance with any purpose specified in the NBN Information Security Plan and approved by the ACCC.

4 Compliance and reporting on NBN Co information security

- (a) The NBN Information Security Plan will specify:
 - (i) effective mechanisms to be used by Telstra to monitor compliance with the NBN Information Security Plan, including the means by which Telstra logs requests made by Personnel to be authorised for access to NBN Co Migration Information; and
 - (ii) appropriate periodic reporting to the ACCC in respect of any updated processes or procedures described in the NBN Information Security Plan.
- (b) The NBN Information Security Plan will specify the programs and policies that Telstra will use to:
 - (i) educate relevant Personnel about the requirements of the NBN Information Security Plan; and
 - (ii) ensure compliance by Telstra Personnel with the requirements of the NBN Information Security Plan.
- (c) For clarity, the NBN Information Security Plan, and associated training policies and practices, will reflect that any breaches by Telstra Personnel of the NBN Information Security Plan will be regarded as a serious matter, with the possibility of performance management in appropriate cases.

Schedule 7 — Required Measures

As at the date that this Plan is submitted to the ACCC for approval, Telstra has identified the following Required Measures as needing to be subsequently developed and approved by the ACCC after the date that this Plan is accepted, in accordance with clause 5:

Required Measure	Migration Plan Reference
1. Processes for Telstra to obtain relevant consents and releases from Wholesale Customers <u>and provide relevant notices to Wholesale Customers</u> associated with Pull Through Activities by NBN Co.	Clause 10.1 <u>and 10.2</u>
2. Process for Managed Disconnection of Copper Services (which are not Special Services) on the Disconnection Date. <i>A high level (non binding) overview of the process steps which Telstra anticipates will be involved in Managed Disconnection is set out for information purposes in Schedule 3.</i>	Clause 14.2
3. Process for Managed Disconnection of HFC Services.	Clause 14.2
4. Processes for Telstra to build Copper Paths at Premises which had previously been permanently disconnected, in order to supply Special Services and Special Service Inputs to that Premises.	Clause 21.2
5. Processes which will be used to manage and implement disconnection of Copper Services of each SS Class (to be developed only after the White Paper process is completed and a Disconnection Date has been determined for that SS Class).	Clause 21.5
6. The NBN Information Security Plan.	Clause 24.3

Schedule 8 — Information exchanged to be provided by Telstra to NBN Co under the Definitive Agreements

The information set out in this table does not include standard notices or notifications required under the Definitive Agreements (for example, notice of a Force Majeure Event). Telstra will update this list, in consultation with NBN Co, once the information arrangements between Telstra and NBN Co are more fully developed and then from time to time.

Table 1 Types of information to be provided by Telstra to NBN Co

Type of information	Circumstances when information disclosed
Street address information about Premises in a Rollout Region	Once Migration has commenced in a Rollout Region (i.e. after the Ready for Service Date).
Notification of changes to Telstra databases or systems	If a Telstra database or system is modified or replaced that is relevant to NBN Co's interactions with Telstra, Telstra will notify NBN Co before the modification or replacement.
A quarterly report on each Rollout Region	Every quarter Telstra must report on a Rollout Region by Rollout Region basis, the following information: (a) the identity of the Rollout Region, rollout ready date, the type of Rollout Region, the Disconnection Date for the Rollout Region; and (b) Premises-specific information if the Disconnection Date or rollout Ready Date has occurred (identification information, disconnection status, USO Soft Dial Tone status, type of service provided).
Notifications and information associated with Pull Through Activities	If NBN Co has requested access to a LIC and intends to take Pull Through Activities Telstra must notify NBN Co about what cables are in the LIC and whether it is suitable for Pull Through Activities (e.g. whether relevant consents are in place). Telstra may also notify NBN Co's Contractors of any information relevant to the performance of Pull Through Activities. Telstra may also notify NBN Co of the results of any reinstatement or remote testing undertaken after NBN Co has completed Pull Through Activities.
Information about LICs	Telstra may notify NBN Co when it needs to do emergency work, repair or maintenance to a LIC, or if it becomes aware that a third party has damaged or disrupted active

Type of information	Circumstances when information disclosed
	services in a LIC.

Table 2 Information which is provided both from NBN Co to Telstra and Telstra to NBN Co

Type of information	Circumstances when information disclosed
Service address information	Telstra will provide address information to NBN Co where the address identifiers provided to Telstra do not match with Telstra's internal records.
Technical information	Telstra may provide technical or other information to NBN Co in the course of providing all reasonable technical assistance to NBN Co when it is developing product functionality required to migrate special services.
Information which Telstra has about any LICs which are not owned by Telstra	If, after the Ready for Service Date, Telstra is aware of non-Telstra owned LICs in a Rollout Region Telstra must notify NBN Co.

Schedule 9 — Dictionary

In this Plan, the following terms have the meanings set out below unless the context otherwise requires:

Access Service	means the Copper Services specified in the "Access Service" column in Schedule 4;
Acquired Network	means an optical fibre telecommunications network where NBN Co or a Related Entity of NBN Co has entered into an agreement, arrangement or understanding to acquire the ownership, control or operation of that network from a person (other than NBN Co or a Related Entity of NBN Co);
Acquired Network Rollout Region	means a geographic region determined by NBN Co that is or will be serviced using an Acquired Network;
Act	means the Telecommunications Act 1997;
Added Premises	has the meaning given in clause 15.2(a);
Adjudicator	has the meaning given in the Undertaking;
Adversely Impacted	in relation to an end user, means that the end user made a bona fide complaint to Telstra relating to Migration or the supply of services over the NBN (but only including complaints regarding that end user's actual Migration or receipt of services over the NBN, and excluding complaints solely in relation to the fact that a Copper Service or a Premises will be or has been disconnected) and which is logged by Telstra in its systems as a Level Zero Complaint;
ADSL	means asymmetric digital subscriber line;
Affected Premises	has the meaning given in clause 15.3(a);
AMDOCS	means the service database system or systems used by Telstra for HFC Services known as "AMDOCS" or any replacement or modification of it (and any related systems);
Board	means the board of Telstra;
BSS	means business support systems;
Cable Rectification	means reinstating or replacing a Copper Line or HFC Line which was removed for the sole purpose of Pull Through Activities undertaken by NBN Co (or its wholly-owned subsidiary), which includes through the use of a temporary or replacement Copper Line;
CDBOR	means Telstra's customer database of record;
Claim	means any claim, allegation, cause of action, proceeding, suit or demand made however it arises and whether it is present or future, fixed or unascertained, actual or contingent;

Communications	<p>means:</p> <ul style="list-style-type: none"> (a) any communication whether: <ul style="list-style-type: none"> (i) between persons and persons, things and things or persons and things; or (ii) in the form of speech, music or other sounds, data, text, visual images (animated or otherwise), signals, or other form or combination of forms; (b) communications which are a “communication” as defined in the Act if that definition differs from paragraph (a); and (c) any other service of a similar nature to any one or more of the services under paragraphs (a) or (b). <p>For the avoidance of doubt, “Communications” does not include any electrical current which exists or is available for use irrespective of any act by Telstra or any other party that is not used to provide a communication;</p>
Communications Alliance	means the peak industry body Communications Alliance Ltd;
Configuration Data	means data relating to a Copper Service which is used to associate that service to a Copper Path;
Content Service	<p>means:</p> <ul style="list-style-type: none"> (a) a broadcasting service; (b) an on line information service (for example, a dial up information service); (c) an on line entertainment service (for example, a video on demand service or an interactive computer game service); (d) any other on line service (for example, an education service provided by a State or Territory government); (e) a service of a kind specified in a determination made by the Minister for the purposes of section 15(1) of the Act; (f) a service which is a “content service” as defined in the Act if that definition differs from paragraphs (a) – (e); or (g) any other service of a similar nature to any one or more of the services under paragraphs (a) – (f);
Contracted Special Services	has the meaning given in clause 21.12;
Copper Line	means a Line or series of Lines that is part of the Copper Network that, together with any customer wiring, forms a connection to Premises;
Copper Network	<p>means a network in Australia over which Telstra is in a position to exercise control comprising copper or aluminium wire-based lines:</p> <ul style="list-style-type: none"> (a) from the network boundary point at each Premises up to and including the first electronic remote access

multiplexer (for example, a CMUX or RIM) immediately upstream of each such Premises; or

- (b) from the network boundary point at each Premises up to and including the MDF in a Telstra exchange (or similar location) immediately upstream of each such Premises; or
- (c) from the first electronic remote access multiplexer immediately upstream of each Premises up to and including the MDF in a Telstra exchange (or similar location) immediately upstream of each such electronic remote access multiplexer,

which is, or has been at any time, used to provide fixed line carriage services, and includes each such electronic remote access multiplexer and MDF;

Copper Path

means a logical path built over a Copper Line or series of Copper Lines to provide a Copper Service. Where that Copper Service is provided over multiple Copper Lines, all Copper Lines over which that Copper Service is provided are taken to form part of the same Copper Path. Where a Copper Line is used to provide a Copper Service to more than one Premises, the Copper Path is the Copper Line to the extent that it is used to provide Copper Services to each such Premises;

Copper Service

in this Plan, means a carriage service provided using a Copper Path, but does not include:

- (a) Soft Dial Tone; or
- (b) a Network Management Service;

Corporations Act

means the *Corporations Act 2001* (Cth);

CRAMER

means the network database system or systems used by Telstra for HFC Services known as "CRAMER" or any replacement or modification of it (and any related systems);

Customer Requested Date

in this Plan, means the customer requested date for disconnection as determined in accordance with an Existing Process;

Definitive Agreements

means each of:

- (a) the Implementation and Interpretation Deed dated 23 June 2011 and made between Telstra and NBN Co;
- (b) the Subscriber Agreement dated 23 June 2011 and made between Telstra and NBN Co;
- (c) the Infrastructure Services Agreement dated 23 June 2011 and made between Telstra and NBN Co;
- (d) the Access Deed dated 23 June 2011 and made between Telstra and NBN Co; and
- (e) any other documents agreed by NBN Co and Telstra to be Definitive Agreements;

Delinked	<p>in relation to a Premises, means:</p> <ul style="list-style-type: none"> (a) there is no logical association, connection or link between the Premises and the Copper Network in TPNI; and (b) NPAMS is unable to assign a Copper Path to a Premises other than via a process pursuant to which relevant Telstra Personnel will be authorised to manually build such paths to enable the provision of carriage services (as contemplated in clause 21.2 to provide for the provision of a Special Service to a permanently disconnected Premises, prior to the relevant Disconnection Date for that SS Class);
Dial Tone	<p>means an audible signal used to indicate that a Copper Path, is capable of being used for a voice service including:</p> <ul style="list-style-type: none"> (a) making telephone calls to emergency numbers; (b) making telephone calls to customer service or fault reporting telephone numbers; (c) receiving telephone calls; or (d) any capability provided by the Telstra product known as “In-Contact Service” or any replacement of that service, or any service that provides similar functionality or has a similar market placement as that service;
Dictionary	<p>means this Schedule 9 Dictionary;</p>
Direct Special Services	<p>are those carriage services set out in the ‘Access Service’ column of Table 1 and 2 in Schedule 4, including:</p> <ul style="list-style-type: none"> (a) any Product Bundles specified Schedule 4 that are provided over the corresponding category of Access Service; and (b) any Product Bundles subsequently provided over such Access Services;
Disconnection Commencement Date	<p>means the date determined by NBN Co at its discretion for an Initial Release Rollout Region or Acquired Network Rollout Region and notified by NBN Co to Telstra;</p>
Disconnection Date	<p>means:</p> <ul style="list-style-type: none"> (a) in respect of a Rollout Region, the date specified as the disconnection date for that Rollout Region in the Disconnection Schedule; (b) in respect of all Copper Services in the Fibre Footprint within a Rollout Region that are not Special Services or Added Premises, the date published by Telstra as the disconnection date for that Rollout Region in the Disconnection Schedule; (c) in respect of Added Premises, the date determined as the disconnection date in accordance with clause 15.2; (d) in respect of a Direct Special Service or Special Service Input, the disconnection date for the applicable SS Class

determined in accordance with clause 21.1; and

- (e) in respect of a Contracted Special Service, the date determined as the disconnection date under clause 21.12;

Disconnection Measure

has the meaning given in clause 28.1(d);

Disconnection Protocols

means Schedule 1 of the Subscriber Agreement;

Disconnection Schedule

means the schedule of Disconnection Dates referred to in clause 7.1(a) as published by Telstra from time to time;

Disconnection Trigger Date

means the first day of the calendar month following the date on which the last Upfront Disconnection Trigger is satisfied, provided that the earliest possible Disconnection Trigger Date is 1 July 2012;

Disconnection Window

has the meaning given in clause 14.1;

Double-Ended

in relation to a Direct Special Service, means:

- (a) the Direct Special Service is provided to an A end Premises and a B end Premises using a Copper Path as the connection to each of those Premises; and
- (b) Telstra is unable to provide an alternative carriage service or modify that Direct Special Service, such that the service required by the customer can be provided using:
 - (i) the NBN Co Fibre Network as the connection to either of the A end Premises or the B end Premises; and
 - (ii) a Copper Path or other non-NBN Co Fibre Network medium as the connection to the other,without Telstra or a Wholesale Customer or Retail Customer incurring unreasonable costs;

Exchange Building Facility

has the meaning given in the Telecommunications (Regulated Services) Determination (No. 1) 2011;

Exempt Body

means any of the authorities or bodies referred to in sections 10 to 16 (inclusive) of the *National Broadband Network Companies Act 2011* (Cth);

Existing Process

means the existing processes used by Telstra for:

- (a) implementing and managing disconnection; and
- (b) receiving disconnection orders,

as set out in Schedule 1 for Copper Services and Schedule 2 for HFC Services;

Fibre Footprint

has the meaning given to it in clause 1.3;

Fibre Service

means the carriage services which are, or are to be, supplied by

NBN Co over the NBN Co Fibre Network;

FNN	means full national number;
Force Majeure Event	means: <ul style="list-style-type: none">(a) natural disaster;(b) failure of a supplier or public utility other than Telstra, beyond the reasonable control of Telstra or NBN Co;(c) industrial action or labour disturbance (excluding industrial action or labour disturbance only of the employees of Telstra or NBN Co, its subcontractors or any of its Related Entities);(d) an act of war (whether declared or not) or terrorism;(e) lightning, fire, earthquake, storm, flood or any other weather conditions which would be expected to place at risk the health or safety of the employees of the Telstra or NBN Co or any other person;(f) currency restriction or embargo beyond the reasonable control of Telstra; or(g) any act or omission (including laws, regulations, disapprovals or failures to approve or accept) of any government or government agency;
Foxtel	means Foxtel Management Pty Limited (ACN 068 671 938) (for and on behalf of the Foxtel Partnership);
Foxtel Entity	means each of Foxtel Cable Television Pty Limited (ACN 069 008 797), Customer Services Pty Limited (ACN 069 272 117) and Foxtel;
Foxtel Partnership	means the partnership known as “Foxtel Partnership” between Telstra Media Pty Limited (ABN 72 069 279 027) and Sky Cable Pty Limited (ABN 14 069 799 640);
Foxtel Television Services	means carriage services which are used to enable the broadcast by Foxtel, using the HFC Network, of any or all of subscription television or audio broadcasting services or on-demand analogue or digital cable television or audio services, but which does not include internet protocol based services;
FSA Module or FSAM	means an area selected by NBN Co as an FSA Module;
General Principles	means those principles identified as general principles in the Migration Plan Principles Determination;
HFC Deactivation Region	means a geographical area served by the same cable modem termination system universal broadband router;
HFC Line	means a Line that is part of the HFC Network that forms the connection to a Premises;
HFC Network	means a hybrid fibre-coaxial telecommunications network:

- (a) that is used for the transmission of broadcasting services; and
 - (b) the line component of which consists of optical fibre to connecting nodes, supplemented by coaxial cable connections from the nodes to the premises of end-user,
- whether or not the network is also capable of being used to supply an internet carriage service;

HFC Service means a carriage service provided using an HFC Line, other than a Permitted Service;

HFC User Services means carriage services which Telstra Multimedia is required to provide to certain subscription television providers or broadcasters using the HFC Network as at 20 June 2010, and which are to enable those subscription television providers or broadcasters to provide services, other than:

- (a) internet protocol based services;
- (b) voice services;
- (c) broadband services; or
- (d) services requiring a return path transmission over the HFC Network from the end user

For clarity, HFC User Services do not include the Foxtel Television Services;

Implementation and Interpretation Deed means the document entitled "Implementation and Interpretation Deed" between NBN Co and Telstra;

Independent Assessor means a person appointed by Telstra and NBN Co for the purposes of determining the matters set out in clause 21.4;

In-fill Rollout Region means a group of one or more Premises in respect of which NBN Co has notified Telstra that, due to a change in the Fibre Footprint after the date which is 6 months prior to the Disconnection Date of that Rollout Region, become part of the Fibre Footprint (other than as part of an Acquired Network Rollout Region);

Initial Release Rollout Region means a geographic region determined by NBN Co and notified to Telstra within which the Rollout has commenced prior to the commencement of the Definitive Agreements;

Insolvency Event means an insolvency event, for the purpose of the Implementation and Interpretation Deed and as defined under the Implementation and Interpretation Deed;

Interim Carriage Service means any carriage service, including any feature or functionality associated with a carriage service, which is supplied or used to manage or mitigate a service disruption associated with Migration. Examples of Interim Carriage Services include an interim wireless service, installation of temporary Copper Paths, call forwarding and call diversion;

In-Train Order has the meaning given in clause 15.1(b);

Premises

Level One Complaint means a complaint to the Telecommunications Industry Ombudsman which is classified by the Telecommunications Industry Ombudsman as a Level One Complaint;

Level Zero Complaint means any complaint logged by Telstra in its complaints handling system but that has not been recorded or logged by the Telecommunications Industry Ombudsman. For the avoidance of doubt, a complaint does not include a mere order for work that is recorded in the course of normal customer activation and assurance activities;

LIC means a lead in conduit;

Line means:

- (a) a wire, cable, optical fibre, tube, conduit, waveguide or other physical medium used, or for use, as a continuous artificial guide for or in connection with carrying communications by means of guided electromagnetic energy;
- (b) a "line" as defined in the Act if that definition differs from paragraph (a); or
- (c) any other media of a similar nature to any one or more of the media under paragraphs (a) or (b);

LNP Request means a local number portability request;

Loss means any loss, damage, liability, compensation, fine, penalty, charge, payment, cost or expense (including any legal cost and expense) however it arises and whether it is present or future, fixed or unascertained, actual or contingent;

Managed Disconnection has the meaning given to it in clause 14.1(a);

Marketing Activity means promotion or marketing of Telstra retail products, but does not include answering any unprompted technical or other questions raised by a Retail Customer in respect of Telstra's retail products;

Material Adverse Customer Impact or MACI means:

- (a) at least 10% of end users in a Rollout Region have been Severely Impacted on or after Migration to the NBN; or
- (b) at least 20% of end users in a Rollout Region have been Adversely Impacted on or after Migration to the NBN;

Material NBN Unavailability in respect of a Rollout Region means the NBN Co Fibre Network is unable to be used to provide any NBN Based Services in the entirety of that Rollout Region for at least 5 consecutive calendar days;

MDF means a main distribution frame;

Migration	means the disconnection of Copper Services or HFC Services at a Premises and NBN Connection at the same Premises;
Migration Plan Compliance Report	means the report required under clause 25.2;
Migration Plan Principles Determination	means the Telecommunications (Migration Plan Principles) Determination 2011 as made by the Minister on 23 June 2011;
Migration Window	for a Rollout Region, means the period commencing on the Ready for Service Date and ending on the Disconnection Date for that Rollout Region;
Modification Proposal	has the meaning given in clause 28.3(a);
MPP Determination Date	means the date that the Migration Plan Principles are made by the Minister;
National Broadband Network or NBN	has the same meaning as in the Undertaking;
NBN Based Services	means a carriage service provided using an NBN Service;
NBN Co Benefitted Person	means NBN Co and its Related Entities, and each of their respective Personnel;
NBN Co Database	means the database used by NBN Co from time to time to record Premises address and NBN Co Location ID information and from which the Proposed Fibre Footprint List is extracted;
NBN Co Fibre Network	means the optical fibre telecommunications network of Verified fibre that is owned or controlled by, or operated by or on behalf of, NBN Co or a Related Entity of NBN Co;
NBN Co Location ID	means the primary identification reference for each Premises in the NBN Co Database as notified by NBN Co to Telstra from time to time (whether or not the data field of that identifier is named "NBN Location ID");
NBN Co Migration Information	has the meaning given in clause 24.1;
NBN Co-Telstra Operational Review Committee	means the committee established by Telstra and NBN Co under the Subscriber Agreement;
NBN Connection (NBN Connected)	in respect of Premises, means a commercial wholesale NBN Service is provided in respect of those Premises that is not provided in connection with the Development Program <u>development program</u> or as part of any pilot, trial or test provision of services;
NBN Customer	means a carrier, carriage service provider or content service provider or an Exempt Body that acquires, or seeks to or can

acquire, an NBN Service from NBN Co;

NBN Information Security Plan

means the plan to be developed and implemented by Telstra in accordance with clause 24.2 and the principles set out in Schedule 6;

NBN Service

means any service provided by NBN Co or a Related Entity of NBN Co over the NBN Co Fibre Network;

NBN Serviceable

means a Premises within the Fibre Footprint that NBN Co has determined is serviceable by the NBN Co Fibre Network, under and in accordance with the Definitive Agreements, and as shown in the NBN Co service qualification system;

Network Management Services

means Copper Services used only by Telstra exclusively for Copper Network management purposes such as network alarm management, cable pressurisation alarms and network synchronisation, but does not include any carriage services used for:

- (a) voice communications; or
- (b) the carriage of data not exclusively required for the management of Telstra's networks;

Non Exempt Network

has the meaning given in the Undertaking;

NPAMS

means the Telstra network and service system or systems for Copper Services known as "NPAMS" and any replacement or modification of it (and any related systems);

NTU

means network termination unit;

Order Stability Period

has the meaning given in clause 13.1;

Order Stability Proposal

has the meaning given in sub-clause 13.2(d);

OSS

means operational support system;

Passed

has the meaning given in sub-clause 1.2(b)(vii);

Permanent Cessation of Operations

means termination on a permanent basis of the operation of the entire NBN Co Fibre Network;

Permitted Service

means Foxtel Television Services and HFC User Services;

Personnel

in relation to a person, means:

- (a) all employees and officers of that person; and
- (b) all agents, contractors and suppliers of that person in their capacity as agents, contractors or suppliers of that person; and
- (c) all subcontractors of a contractor referred to in paragraph (b) in their capacity as subcontractors of that person;

Plan	means this Migration Plan;
Plan Commencement Date	means the date on which this Plan comes into force in accordance with clause 4.1;
Plan Objectives	means the objectives set out in clause 2;
Preliminary Study Requests or PSRs	has the meaning given in clause 22.2(a);
Premises	means each of the following: <ul style="list-style-type: none"> (a) an addressable location currently used on an on-going basis for residential, business (whether for profit or not), government, health or educational purposes; (b) a school as defined by the Department of Education, Employment and Workplace Relations; (c) a location within a new development at an addressable location for which NBN Co is the wholesale provider of last resort; (d) an addressable location for a Standard Telephone Service which is activated in compliance with the universal service obligation; (e) a payphone at a location at which Telstra is required to install or maintain a payphone in accordance with an instrument made under section 12EF of the Consumer Protection Act; (f) a location which NBN Co is directed by the Minister to connect to the NBN Co Fibre Network;
Process Test Notice	has the meaning given in clause 29.1(b);
Product Bundles	means one or more services that are provided over an Access Service, offered as a package to end users;
Proposed Fibre Footprint List	means, for a Rollout Region, the list of Premises notified by NBN Co to Telstra as being Passed or intended to be Passed, as updated from time to time by NBN Co;
Pull Through Activities	has the meaning given in clause 10.1(a);
Pull Through Exception Event	a circumstance that prevents Personnel from being able to complete Pull Through Activities or Cable Rectification;
Ready for Service Date	means: <ul style="list-style-type: none"> (a) in relation to an Initial Release Rollout Region or Acquired Rollout Region, the date notified by NBN Co as the Disconnection Commencement Date for that Rollout Region; and (b) in relation to any other Rollout Region, the date advised by NBN Co in a notice published on its website that Fibre

Services will be able to commence to be supplied in the Rollout Region;

Reconnect	means to take such steps as are necessary so that a Copper Path or HFC Line that has been permanently disconnected by Telstra is no longer permanently disconnected, to the extent required to provide Copper Services or HFC Services over that Copper Path or HFC Line as contemplated by clause 18;
Regulated Service	has the same meaning as in clause 71 of Schedule 1 to the Act;
Relevant Decision Maker	has the meaning given in clause 28.1;
Related Entity	means, for a person, each related body corporate of that person and any entity which is controlled by that person (as defined in section 50AA of the Corporations Act), but in the case of Telstra does not include a Foxtel Entity or the Foxtel Partnership;
Required Measures	has the meaning given in clause 5;
Retail Customer	has the same meaning as in the Undertaking;
Retail Orders	means an order received by Telstra from a Retail Customer for a Copper Service or HFC Service;
Retail Copper Services	means a Copper Service supplied by Telstra to a Retail Customer;
Rollout Region	has the meaning given in clause 1.3;
RSP	means a retail service provider over the NBN Co Fibre Network;
Separating Network	means a Non Exempt Network over which Telstra is in a position to exercise control;
Service Equivalent	in relation to two carriage services, means that those carriage services are substantially similar in terms of bandwidth, availability, service level agreements, UNI characteristics and features an encapsulation protocol;
Severely Impacted	in relation to an end user, means that the end user made a bona fide complaint to the Telecommunications Industry Ombudsman relating to Migration to the NBN or the supply of services over the NBN (but only including complaints regarding that end user's actual Migration or receipt of services over the NBN, and excluding complaints solely in relation to the fact that a Copper Service, HFC Service or Interim Service or a Premises will be or has been disconnected) and which is a Level One Complaint or higher;
SIO	means service in operation;
Soft Dial Tone	means: <ul style="list-style-type: none">(a) a service that allows an end user at a Premises in a Rollout Region connected by a Copper Path over which

Telstra supplied a Copper Service which is either a retail Standard Telephone Service or a wholesale line rental service at the Disconnection Date for that Rollout Region, after the disconnection of that Copper Service, to call Telstra’s customer service and fault centre numbers and to make emergency calls, but does not otherwise allow end users to make or receive other calls, or to receive other Copper Services; and

- (b) that service is taken not to be a carriage service or a Copper Service, for the purpose of this Plan;

Special Services	means Direct Special Services and Contracted Special Services;
Special Service Inputs	means ULLS or LSS certified by a Wholesale Customer as being used to provide carriage services which are Service Equivalent to Direct Special Services;
SS Class	means each type of Direct Special Service identified in the “Access Service” column of Table 2 in Schedule 4 and each such SS Class will include each Special Service Input that is certified by a Wholesale Customer to be Service Equivalent to that type of Direct Special Service;
SS Equivalent Services	means, in relation to an SS Class, products and services that are the same or better than the products and services that Telstra supplies to its customers by means of that SS Class at the same or better pricing as at the Plan Commencement Date;
SS Product Release	means a commercial release of additional product functionality by NBN Co relevant to a particular SS Class;
Standard Industry Processes	means an industry process established under a registered code or other binding industry process or practice;
Subscriber Agreement	means the document entitled “Subscriber Agreement” between NBN Co and Telstra executed on or about the date of execution of the Implementation and Interpretation Deed;
TEBA	means the Telstra Equipment and Buildings Access product;
TEBA Physical Access Procedures	means the TEBA physical access procedures published from time to time by Telstra on the Telstra Wholesale website;
Telstra Committed Date (TCD)	in respect of disconnection of a Wholesale Service or a Premises, means the later of: <ul style="list-style-type: none"> (a) the date requested for disconnection by the Wholesale Customer; or (b) if disconnection requires manual activity by Telstra and no technician appointments are available on the customer requested date, the next available appointment date; or (c) such later date as Telstra and the Wholesale Customer agree in respect of the disconnection;
Telstra Technical Specifications and	has the meaning given in the applicable service schedule for Facilities Access to Equipment Buildings of Telstra’s standard

Procedures	customer relationship agreement, as varied from time to time;
Temporary Cable	means a temporary cable installed by NBN Co or its installer at a Premises in the course of undertaking Pull Through Activities;
TPNI	means the network database system or systems used by Telstra for Copper Services known as “TPNI” or any replacement or modification of it (and any related systems);
Upfront Disconnection Trigger	means the disconnection triggers specified in clause 1 of Annexure 1A of the Disconnection Protocols;
Undertaking	means the Structural Separation Undertaking accepted by the ACCC under s.577A(1) of the Act;
USO	means universal service obligation, which has the meaning given in section 9 of the <i>Telecommunications (Consumer Protection and Service Standards) Act 1999</i> (Cth);
Verified	in relation to fibre, means that fibre has been identified by NBN Co or a Related Entity of NBN Co as accepted into operation and ready for the provision of NBN Services as part of a bona fide commercial arrangement to provide those NBN Services, and not as part of any pilot, trial or test provision of services (whether or not that commercial arrangement has been entered into and whether or not that fibre is used for the provision of NBN Services);
White Paper	means the white paper published from time to time by NBN Co setting out a proposal for a new SS Product Release;
Wholesale Business Unit	has the meaning given to it in the Undertaking;
Wholesale Customer	means a person that acquires a Wholesale Service from the Wholesale Business Unit;
Wholesale Order	means an order for a Wholesale Service;
Wholesale Service	means a Copper Service supplied by Telstra to a Wholesale Customer which is used to provide a carriage service to a third party.