

**Reference Offer:**  
**Customer Relationship Agreement (CRA)**

**CRA 48 - TELSTRA WHOLESALE FIBRE ACCESS BROADBAND LAYER 2  
INTERNET GRADE SERVICE SCHEDULE COVER PAGE**

<b>Date</b>	<b>Version No.</b>	<b>Summary of Changes</b>
12 April 2012	V1	Initial version
1 July 2014	V2	Version 2; Update to Cover Page (references to CRA)
1 October 2014	V3	Version 3; Lower monthly charges in SBX ESA

For wholesale customers who acquire services from Telstra under the CRA, Parts A, B and C1 of this document constitute the 'reference offer' for the purposes of subsection 4(2)(c)(i) of the *Telecommunications (Network Exemption – Telstra South Brisbane Network) Instrument 2012*.

For wholesale customers who acquire services from Telstra under the CRA, Parts A, B and C2 of this document constitute the 'reference offer' for the purposes of subsection 4(2)(b)(i) of the *Telecommunications (Network Exemption – Specified Velocity Networks) Instrument 2012*.

## **CRA 48 - TELSTRA WHOLESALE FIBRE ACCESS BROADBAND LAYER 2 INTERNET GRADE SERVICE SCHEDULE COVER PAGE**

<b>Parties</b>	<b>Telstra and [Customer]</b>
<b>CRA Reference</b>	<b>Customer Relationship Agreement dated</b>
<b>Prerequisites</b>	<b>An Ethernet Service</b>
<b>Service Module</b>	<b>Wholesale Data Service Module</b>

# Telstra Wholesale Fibre Access Broadband Layer 2 Internet Grade Service Schedule

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## Part A: General

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### 1 Definitions

#### 1.1 In this Service Schedule the following words have these meanings:

**8Mbps Service** means a FAB-L2IG Service acquired under this Service Schedule for which the End User Access has a maximum transmission rate of up to 8 Mbps downstream and up to 384 kbps upstream.

**30Mbps Service** means a FAB-L2IG Service acquired under this Service Schedule for which the End User Access has a maximum transmission rate of up to 30 Mbps downstream and up to 1 Mbps upstream.

**100Mbps Service** means a FAB-L2IG Service acquired under this Service Schedule for which the End User Access has a maximum transmission rate of up to 100 Mbps downstream and up to 5 Mbps upstream.

**Activation** of a FAB-L2IG Service means activation of a data port on the ONT by Telstra in response to:

- (a) a Request from [Customer] arising as a result of a Migration; or
- (b) an Order from [Customer] for the provisioning of a new FAB L2IG End User Access,

and **Activate** has a corresponding meaning.

**Basic Telephone Service** means a service described in the Basic Telephone Service section of Our Customer Terms which is (or is to be) provided over the same fibre communications line as the FAB-L2IG Service.

**Broadband End User Access** means a physical access at End User Premises providing an end user with access to broadband by means of a DSL-L2IG Service, Spectrum Sharing Service or Unconditioned Local Loop Service.

**Broadband Transfer Process Manual** means the document of that title issued to [Customer] by Telstra under the DSL-L2IG Service Schedule which describes among other things the FAB Transfer.

**DSL-L2IG Service** means an Individual Service under the DSL-L2IG Service Schedule.

**DSL-L2IG Service Schedule** means a Telstra Wholesale Broadband DSL Layer 2 Internet Grade Service Schedule.

**Eligible Areas** has the meaning given in paragraph 4.1 of Part B.

**Eligible Bundle** means an Eligible Bundle (Business) or Eligible Bundle (Residential), as applicable.

**Eligible Bundle (Business)** means:

- (a) an 8Mbps Service or 30Mbps Service; and
- (b) a Telstra Basic Telephone Service for Business Access (as described in the OCT) acquired under the OCT and Declared Services Service Schedule,

provisioned at the same End User Premises.

**Eligible Bundle (Residential)** means:

- (a) an 8Mbps Service or 30Mbps Service; and
- (b) a Telstra Basic Telephone Service for Home Access (as described in the OCT) acquired under the OCT and Declared Services Service Schedule,

provisioned at the same End User Premises.

**End Date** means 30 September 2014.

**End Migration Date** means the date Telstra plans to conclude migration activity for a particular Tranche, as advised by Telstra to [Customer] from time to time.

**End User** in this Service Schedule (and in other parts of this Agreement when used in relation to the FAB-L2IG Service) means a person who acquires an End User Access, or a service derived from the FAB-L2IG Service, from [Customer] or a Reseller.

**Ethernet Access** means either a "Standard Access" as that term is described in the Telstra Wholesale Business Grade Ethernet Service Schedule or an "Ethernet Access" as described in the relevant Ethernet Service Schedule, over which the Broadband VLAN is provisioned.

**Ethernet Service** means a Service suitable for provisioning the Broadband VLAN, as advised by Telstra to the [Customer] from time to time (this will either be the Telstra Wholesale Business Grade Ethernet Service or another Ethernet Service agreed between the parties).

**Ethernet Service Schedule** means either the Telstra Wholesale Business Grade Ethernet Service Schedule used for the supply of the Telstra Wholesale Business Grade Ethernet Service or another relevant Service Schedule under which [Customer] acquires an Ethernet Service.

**Excessive Use** has the meaning given in section 3.5 of the Telstra Service Interface Specification (TSIS) Telstra Wholesale Fibre Access Broadband Layer 2 Internet Grade Service End User Interface.

**FAB-L2IG End User Access** means an End User Access.

**FAB-L2IG Service** or **FAB-L2IG** means (as applicable):

- (a) the South Brisbane FAB-L2IG Service; and
- (b) the National FAB-L2IG Service.

**FAB Operations and Maintenance Manual** or **FAB OMM** means the document called *Operations Manual - Operations and Maintenance Manual: Fault Management Procedures for Telstra Wholesale Fibre Access Broadband Layer 2 Internet Grade Service*.

**FAB Ordering and Provisioning Manual** or **FAB OPM** means the document called *Operations Manual - Ordering and Provisioning Manual: Telstra Wholesale Fibre Access Broadband Layer 2 Internet Grade Service*.

**Fast Fix** means the enhanced fault restoration service provided by Telstra to [Customer] on the terms and conditions set out in the FAB OMM.

**Fast Fix Charge** is the applicable Charge that is payable by [Customer] for each request made for Fast Fix for a fault on an individual FAB-L2IG Service in accordance with:

- (a) for the South Brisbane FAB-L2IG Service, paragraph 4.5 of Part C1 (Charges for South Brisbane FAB-L2IG Service); or
- (b) for the National FAB-L2IG Service, paragraph 4.3 of Part C2 (Charges for National FAB-L2IG Service).

**Fault** means a failure in the normal operation of the FAB-L2IG Service which is determined by Telstra to be Telstra's responsibility under this Agreement to rectify, and does not include a failure caused as a result of:

- (a) any fault in equipment, software or any network not forming part of the FAB-L2IG Service;
- (b) damage due to causes external to the FAB-L2IG Service;
- (c) interference;
- (d) Force Majeure; or
- (e) Planned Outages.

**Fibre Distribution Area** or **FDA** means a geographic urban area serviced by fibre cables connected to a fibre distribution hub in the street, which is then connected back to the Exchange. (The FDA replaces the existing copper based distribution area, but has different geographic boundaries given the different technology.)

**Group** means [Customer] and any:

- (a) Related Body Corporate of [Customer];
- (b) unincorporated entity in which [Customer] or any Related Body Corporate of [Customer] has a participating interest of not less than 50% at the relevant time;
- (c) unincorporated entity which has a participating interest in [Customer] or any Related Body Corporate of [Customer] of not less than 50% at the relevant time;
- (d) Controlled Entity of [Customer] or of any Related Body Corporate of [Customer];
- (e) entity in relation to which [Customer] or any Related Body Corporate of [Customer] is a Controlled Entity;

- (f) body corporate or unincorporated entity managed by [Customer] or any Related Body Corporate of [Customer], including any trust in relation to which [Customer] or any Related Body Corporate of [Customer] is a trustee; or
- (g) entity which is a Related Body Corporate of, or a Controlled Entity of, an entity in relation to which [Customer] or any Related Body Corporate of [Customer] is a Controlled Entity.

**Incorrect Callout Fee** is a Charge that may be applied to [Customer] if a Telstra technician attends the Customer Premises and the reported fault is found to be in the Customer Premises Equipment.

**Initial Period** has the meaning given in paragraph 3.1 of this Part A.

**Migration** means the provisioning of a FAB-L2IG End User Access, and the Disconnection of an existing Broadband End User Access, at End User Premises in response to a [Customer] request made in accordance with this Service Schedule and the Telstra Documents. **Migrate**, **Migrated** and **Migrating** have corresponding meanings.

**Minister** means the minister responsible for administering the relevant legislative provision or legislation.

**National FAB-L2IG Service** means the “Telstra Wholesale Fibre Access Broadband Layer 2 Internet Grade” Service described in paragraph 1 of Part B and supplied to an End User Premises located in the National FAB-L2IG Service Area.

**National FAB-L2IG Service Area** means an area described in the “FAB Site List” available at <http://telstrawholesale.com.au/products/fibre-access/fibre-access-broadband/index.htm>, as updated or otherwise advised by Telstra.

**National Relevant Exemption** means an instrument made pursuant to subsection 141A(1) and subsection 144(1) of the Telecommunications Act which relates to a National FAB-L2IG Service provided under this Service Schedule.

**NBN Co** means NBN Co Limited (ACN 136 533 741).

**Network Upgrade** means maintenance or upgrade of Telstra’s Network including:

- (a) maintenance or upgrade generally by way of remediation, reconfiguration, enablement, augmentation, maintenance and repair; and
- (b) in particular:
  - (i) the removal, rearrangement, replacement or decommissioning of all or part of the fibre communications line used for one or more End User Accesses; or
  - (ii) the installation of TCAMs or other network devices closer to an End User than traditional Exchange buildings.

**Not In Attendance** means where a Telstra technician attends the Customer Premises or End User Premises to attend a suspected Fault but [Customer], an End User, or a person authorised by the End User (as relevant), is not in attendance.

**OCT and Declared Services Service Schedule** means [Customer]’s CRA 001 – OCT and Declared Services Service Schedule or such other Service Schedule under which [Customer] acquires the Telstra Basic Telephone Service.

**Part A** means the Part of this Service Schedule entitled “Part A: General”.

**Part B** means the Part of this Service Schedule entitled “Part B: Service Description”.

**Part C1** means the Part of this Service Schedule entitled “Part C1: Charges for South Brisbane FAB-L2IG Service”.

**Part C2** means the Part of this Service Schedule entitled “Part C2: Charges for National FAB-L2IG Service”.

**Relevant Exemption** means:

- (a) the South Brisbane Relevant Exemption; and
- (b) the National Relevant Exemption,

as applicable.

**Reseller** means a person who acquires the FAB-L2IG Service, or a service derived from the FAB-L2IG Service, from [Customer], for the purpose of reselling, or transforming and then selling, a service to End Users.

**Schedule Date** has the meaning given in paragraph 3.1 of this Part A.

**South Brisbane Eligible Bundle Rebate** has the meaning given in paragraph 5.6 of Part C1 (Charges for South Brisbane FAB-L2IG Service).

**South Brisbane Eligible FAB Rebate** has the meaning given in paragraph 5.3 of Part C1 (Charges for South Brisbane FAB-L2IG Service).

**South Brisbane Exchange Service Area** or **SBX ESA** means the area of South Brisbane serviced by the South Brisbane exchange as described at <http://www.fibretosouthbrisbane.com.au/>, including as updated or otherwise advised by Telstra.

**South Brisbane FAB-L2IG Service** or **South Brisbane FAB-L2IG** means the "Telstra Wholesale Fibre Access Broadband Layer 2 Internet Grade" Service described in paragraph 1 of Part B and supplied to an End User Premises in the SBX ESA.

**South Brisbane Migration Rebate** has the meaning given in paragraph 5.1 of Part C1 (Charges for South Brisbane FAB-L2IG Service).

**South Brisbane Relevant Exemption** means an instrument made pursuant to subsection 141A(1) and subsection 144(1) of the Telecommunications Act which relates to a South Brisbane FAB-L2IG Service provided under this Service Schedule.

**Start Migration Date** means the date Telstra plans to commence migrating Services over copper to fibre for a particular Tranche, as advised by Telstra to [Customer] from time to time.

**State** means a state or territory of the Commonwealth of Australia and includes the Australian Capital Territory and the Northern Territory. However, for the purposes of this Service Schedule, the Northern Territory is taken to be part of South Australia until Telstra notifies [Customer] otherwise.

**Subscribed Data Speed Charge** has the meaning given in paragraph 3.2 of Part C1 or Part C2, as applicable.

**TCAM** means a Telstra customer access module, a device owned by Telstra that provides dial tone, ring current and battery feed to customer equipment.

**Technical Specifications** means:

- (a) Telstra Service Interface Specification (TSIS) Telstra Wholesale Fibre Access Broadband Layer 2 Internet Grade Service End User Interface; and
- (b) Telstra Service Interface Specification (TSIS) Telstra Wholesale Fibre Access Broadband Layer 2 Internet Grade Service Customer Interface.

**Telstra Basic Telephone Service** has the meaning given in the OCT and Declared Services Service Schedule.

**Telstra Documents** means the FAB OMM, the FAB OPM, the Technical Specifications and other Telstra documents that support or describe the FAB-L2IG Service (excluding the Ethernet Service Schedule and Our Customer Terms).

**Tranche** means a group of FDAs within the SBX ESA as notified from time to time. Services currently provided over copper in the SBX ESA will be Migrated to fibre Tranche by Tranche.

**Tranche Migration Window** for a Tranche means the 3 month period commencing on and from the Start Migration Date until the End Migration Date, or such longer period as advised by Telstra to [Customer] from time to time.

**ULLS Return with Same Day FAB Process in the SBX ESA** means the process to connect a Telstra Basic Telephone Service and a FAB-L2IG Service on the same day in the SBX ESA as further described in paragraph 13 of Part B, and the term "**ULLS Return with Same Day FAB in the SBX ESA**" has the corresponding meaning.

**Unconditioned Local Loop Service or ULLS** means the Telstra Wholesale Service which:

- (a) provides Carriers and service providers with access to a twisted metallic pair from End User Premises to a Telstra Exchange or customer access module (CAM); and
- (b) is provided in accordance with CRA 167 Telstra Unconditioned Local Loop Service Schedule.

**Zone 1 Exchange** means a Telstra Exchange identified as a Zone 1 Exchange in the “FAB Site List” available on the Telstra Wholesale website (at <http://telstrawholesale.com.au/products/fibre-access/fibre-access-broadband/index.htm>) or as otherwise made available by Telstra and notified to [Customer] from time to time.

**Zone 2/3 Exchange** means a Telstra Exchange identified as a Zone 2 or a Zone 3 Exchange in the “FAB Site List” available on the Telstra Wholesale website (at <http://telstrawholesale.com.au/products/fibre-access/fibre-access-broadband/index.htm>) or as otherwise made available by Telstra and notified to [Customer] from time to time.

- 1.2 In addition, in this Service Schedule, the following terms have the meaning given in the documents listed next to them in Table CRA 48.1 of this Part A:

**Table CRA 48.1**

Term	Document
<b>BigPond Velocity</b>	Broadband Transfer Process Manual
<b>Broadband Transfer Process</b>	Broadband Transfer Process Manual
<b>Broadband VLAN</b>	Technical Specifications
<b>Customer-Managed Wildcard MDN Feature</b>	Technical Specifications
<b>End User Access</b>	Technical Specifications
<b>FAB Footprint</b>	Broadband Transfer Process Manual
<b>FAB Transfer</b>	Broadband Transfer Process Manual
<b>Incompatible Product</b>	FAB OPM
<b>IGR</b>	Technical Specifications
<b>Multiple Domain Name Feature</b>	Technical Specifications
<b>Network Boundary Point</b>	Technical Specifications
<b>ONT</b>	Technical Specifications
<b>Partially Telstra-Managed MDN Feature</b>	Technical Specifications
<b>Planned Outage</b>	FAB OMM
<b>PSU</b>	Technical Specifications
<b>Request</b>	FAB OPM
<b>Service Qualification</b>	FAB OPM
<b>Standard Installation</b>	FAB OPM
<b>Telstra FRC</b>	FAB OMM
<b>Telstra-Managed MDN Feature</b>	Technical Specifications

## 2 Interpretation

- 2.1 In the event of any inconsistency:

- (a) between this Service Schedule and a Telstra Document or standards document referenced in this Service Schedule, then this Service Schedule will prevail to the extent of the inconsistency;
- (b) between the Telstra Ordering & Provisioning Annex and the FAB OPM, the FAB OPM will prevail to the extent of the inconsistency;
- (c) between the Telstra Operations & Maintenance Annex and the FAB OMM, the FAB OMM will prevail to the extent of the inconsistency;



- (d) between a Technical Specification and any other Telstra Document that is not a Technical Specification, the Technical Specification will prevail to the extent of the inconsistency;
  - (e) between the contacts listed in the Telstra Profile Annex and the contacts notified by one party to the other for the purposes of the FAB OPM and the FAB OMM, the contacts notified to the other party for the purposes of the applicable FAB OPM and FAB OMM will prevail to the extent of the inconsistency; and
  - (f) between a Telstra Document and the Acceptable Usage Policy, the Telstra Document will prevail to the extent of the inconsistency.
- 2.2 A reference to a Telstra Document in this Service Schedule is a reference to that Telstra Document as from time to time issued, updated or adopted by Telstra. Telstra Documents are available from Telstra upon request. Telstra may amend a Telstra Document on no less than 20 Business Days notice to [Customer].
- 2.3 Where any provision of this Agreement specifies the circumstances in which Telstra may withdraw, suspend, limit or cancel the provision of the FAB-L2IG Service or an End User Access, that provision applies in addition to, and not instead of, the provisions set out in the remainder of this Agreement.
- 2.4 A reference to a transmission rate in this Service Schedule is a reference to a maximum transmission capability, and is not a guarantee that the transmission rate will be achieved. In particular, the actual data transmission rate that can be achieved is likely to be less than the maximum transmission capability because of Network configuration, dimensioning, overhead, Customer Premises interference, CPE limitations, method of data transmission, Exchange type, an external ONT, hardware and software configuration and other technical reasons. Further explanation of the technical limitations of the FAB-L2IG Service is included in the Technical Specifications.
- 2.5 This Service Schedule does not deal with and does not confer upon [Customer] any rights in relation to Facilities owned or operated by Telstra under Parts 3 or 5 of Schedule 1 of the Telecommunications Act.
- ### 3 Term
- 3.1 Subject to any termination or extension rights the parties have under this Agreement, this Service Schedule applies from the date it is added to this Agreement, or if this Service Schedule has been replaced, the date the replaced Service Schedule is added to this Agreement ("**Schedule Date**") up to and including 12 months after the Schedule Date ("**Initial Period**") unless the parties otherwise agree.
- 3.2 Unless a party notifies the other party at least 30 days prior to the end of the Initial Period that it wishes to terminate this Service Schedule, the operation of this Service Schedule will be extended beyond the Initial Period until such time as:
- (a) either party gives the other party 30 days written notice of termination; or
  - (b) this Agreement expires or this Agreement or this Service Schedule is otherwise terminated.
- 3.3 In addition to Telstra's variation rights under this Agreement, Telstra may amend this Service Schedule, excluding amendments to the Charges or pricing structure (which are covered by paragraph 3.4, below), by giving [Customer] at least 20 Business Days written notice ("**Variation Notice**"). Subject to the amendments made to this Agreement and this Service Schedule by the Variation Notice, all other terms and conditions of this Agreement and this Service Schedule remain in full force and effect in accordance with their terms. If Telstra delivers a Variation Notice to [Customer] and the variation is materially detrimental to [Customer], [Customer] may terminate this Service Schedule by giving Telstra written notice before the date of effect in the Variation Notice.
- 3.4 In addition to Telstra's variation rights under this Agreement, Telstra may amend the Charges or pricing structure (or both) set out in Part C1 (Charges for South Brisbane FAB-L2IG Service) and/or Part C2 (Charges for National FAB-L2IG Service) of this Service Schedule by giving [Customer] 2 months' written notice ("**Pricing Notice**") so long as the notice period expires after any Validity Period for the affected Charges. Subject to the amendments made to this Agreement and this Service Schedule by the Pricing Notice, all other terms and conditions remain in full force and effect in accordance with their terms.
- 3.5 Subject to paragraph 3.6 of this Part A, [Customer] accepts an End User Access on the terms and conditions set out in this Service Schedule and this Agreement (including all Telstra Documents) as amended from time to time for the period from the Start Date until the first to occur of:
- (a) termination or cancellation of the FAB-L2IG Service;
  - (b) termination or expiration of this Service Schedule; and
  - (c) termination or expiration of this Agreement.

- 3.6 Telstra may cease to supply an End User Access to [Customer]:
- (a) on 3 months' prior written notice to [Customer], which notice may only be given after the expiry of the Initial Period;
  - (b) on 3 months' prior written notice to [Customer] if a Network Upgrade will result in the End User Access no longer being supplied;
  - (c) automatically if the underlying fixed voice service linked with that End User Access is cancelled;
  - (d) at any time on written notice if Telstra determines in its reasonable opinion that the fibre communications line over which that End User Access is provided would not pass Service Qualification;
  - (e) at any time on written notice if there is a Fault on an underlying Basic Telephone Service linked with that End User Access which in Telstra's reasonable opinion cannot be repaired economically; or
  - (f) where Telstra is entitled to cease or suspend provision of all or part of the FAB-L2IG Service, or terminate this Service Schedule or this Agreement, in accordance with this Service Schedule or this Agreement.
- 3.7 Telstra will use reasonable endeavours to provide as much notice to [Customer] (but no less than 3 months notice) of its intention to cease the supply of an End User Access to [Customer] under paragraph 3.6(a) of this Part A.
- 3.8 Without limiting the operation of paragraph 3.6 of this Part A, Telstra may on prior written notice cease to supply an End User Access or decline to Activate an End User Access if ownership, operation or control of the optical fibre telecommunications network (or any part of it) used to provide the FAB-L2IG Service in respect of that End User Access is acquired by, or in any manner whatsoever transferred to (or is subject to an agreement to acquire or transfer to), NBN Co or a Related Body Corporate of NBN Co.
- 3.9 If a Relevant Exemption is issued, amended, revoked or ceases to apply with the effect that a FAB-L2IG Service supplied by Telstra under this Service Schedule is no longer covered by a Relevant Exemption, Telstra may cease supply of the FAB-L2IG Service which is no longer covered by a Relevant Exemption at any time on written notice. If Telstra ceases to supply a FAB-L2IG Service under this paragraph 3.9 of Part A, this Service Schedule will cease to operate in relation to the affected FAB-L2IG Service.
- 3.10 The parties acknowledge that as at the Schedule Date, [Customer] will not have an unlimited ability to Order the FAB-L2IG Service in the Eligible Areas, and that its availability will be subject to a progressive roll out (including, in the case of National FAB-L2IG Service Areas, based on the progress of developers' activities). Availability will be notified to [Customer] by Telstra from time to time, including through the Service Qualification process.

## Part B: Service Description

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### 1 Service Summary

- 1.1 The FAB-L2IG Service comprises:
- (a) one or more End User Accesses; and
  - (b) a minimum of one or two Broadband VLANs in a State (depending on the option chosen by [Customer] when Ordering its Broadband VLAN(s) in a State).
- 1.2 The FAB-L2IG Service does not include the Ethernet Access or Ethernet Accesses over which a Broadband VLAN is provisioned, and which must be acquired separately under an Ethernet Service Schedule.
- 1.3 The FAB-L2IG Service is an "internet grade" service only. Accordingly:
- (a) successful data transport using the FAB-L2IG Service is not guaranteed;
  - (b) the availability or performance of the FAB-L2IG Service or parts of the FAB-L2IG Service may vary; and
  - (c) an End User Access may not be provided, depending on capacity, interference, technical capability or other technical matters affecting Telstra's Network at the relevant time.
- 1.4 The Technical Specifications contain a more detailed description of the technical features and limitations of the FAB-L2IG Service.
- 1.5 The Network Boundary Point for the FAB-L2IG Service is defined in the Technical Specifications.

### 2 Service delivery and specifications

- 2.1 Both parties must comply with their obligations under the Technical Specifications. In particular, and without limitation, [Customer] must:
- (a) comply with its interception obligations under the Telecommunications Act and the *Telecommunications (Interception and Access) Act 1979* (Cth) in relation to the FAB-L2IG Service;
  - (b) only use Broadband VLANs to aggregate and transport DSL-L2IG Service and FAB-L2IG Service End User traffic between Telstra's Network and [Customer]'s Network;
  - (c) provide Telstra with IP addresses to be used in routing FAB-L2IG Service traffic that comply with the Technical Specifications;
  - (d) ensure that all services provided to an End User by means of the FAB-L2IG Service, and the use by an End User of these services, comply with the requirements set out in the Technical Specifications; and
  - (e) provide, or ensure that its End User provides, power for the FAB-L2IG Service.
- 2.2 Where [Customer] acquires Services under a DSL-L2IG Service Schedule in the same State as its FAB-L2IG Services, and uses Broadband VLAN(s) to carry its DSL-L2IG traffic in that State, [Customer] may aggregate its FAB-L2IG Service traffic with its DSL-L2IG Service traffic in that State into those Broadband VLAN(s). [Customer] is responsible for dimensioning its Broadband VLAN(s) for both the FAB-L2IG Service traffic and the DSL-L2IG Service traffic.
- 2.3 Without prejudice to any of Telstra's other rights in this Service Schedule and this Agreement, if [Customer] breaches its obligations set out in this Agreement (including the Telstra Documents):
- (a) Telstra may suspend, limit, Disconnect or terminate [Customer]'s FAB-L2IG Service in whole or in part, however, in respect of any breach which is capable of being remedied, Telstra will first provide [Customer] with a notice identifying the breach and give [Customer] 10 Business Days to remedy the breach and Telstra may only suspend, limit, Disconnect or terminate [Customer]'s FAB-L2IG Service if it considers (in its sole discretion) that the breach remains unremedied; and
  - (b) subject to clause [9.17] of the CRA Standard Terms, [Customer] releases Telstra from all liability to [Customer] and indemnifies Telstra against all Loss suffered by Telstra in connection with the breach

(including in respect of any claims made or actions brought against Telstra by Resellers, End Users, account holders, Regulators or other third parties arising out of the breach).

- 2.4 In addition to its rights under paragraph 2.3 of this Part B, Telstra may suspend, limit, Disconnect or terminate [Customer]'s FAB-L2IG Service in whole or in part if Telstra considers there to be excessive or unusual usage of [Customer]'s FAB-L2IG Service, including Excessive Use of an End User Access. However, Telstra is not obliged to monitor use of the FAB-L2IG Service, or to suspend, limit, Disconnect or terminate the FAB-L2IG Service if there is excessive or unusual usage (including Excessive Use), and whether or not Telstra does so, [Customer] remains liable for all uses of its FAB-L2IG Service.

### 3 Multiple Domain Name Features

Subject to the requirements in the Technical Specifications, [Customer] may elect to acquire one or more of the following Multiple Domain Name Features:

- (a) Telstra-Managed MDN Feature;
- (b) Partially Telstra-Managed MDN Feature; and
- (c) Customer-Managed Wildcard MDN Feature.

### 4 Availability

- 4.1 The FAB-L2IG Services is available in the SBX ESA and in the National FAB-L2IG Service Area ("**Eligible Areas**").
- 4.2 Telstra may decline to provide an End User Access:
- (a) if the End User is located outside the Eligible Areas;
  - (b) if the End User Access does not pass Service Qualification or does not otherwise meet the requirements in the FAB OPM; or
  - (c) where, in Telstra's opinion acting reasonably, capacity, interference, technical capability or other technical matters affecting Telstra's Network at the relevant time preclude, or would unduly delay or affect, the provision of that End User Access.

### 5 Ordering and provisioning

- 5.1 Both parties must comply with their obligations under the FAB OPM.
- 5.2 [Customer]'s sole remedy and compensation for a breach by Telstra of its obligations under the FAB OPM is escalation in accordance with the procedures set out in the FAB OPM.
- 5.3 Subject to clause [9.17] of the CRA Standard Terms, [Customer] releases Telstra from all liability to [Customer] and indemnifies Telstra against all Loss suffered by Telstra payable by Telstra in connection with any claims made or actions brought against Telstra by Resellers, End Users, account holders, Regulators or other third parties, arising from:
- (a) Activation of an End User Access or FAB Transfer, including disruption of one or more fixed telephone services, broadband services or other services supplied to the End User or other end users or account holders that are provisioned on the same fibre communications line as an End User Access, or the same copper or aluminium communications wire as a Broadband End User Access;
  - (b) unavailability, suspension, limitation, Disconnection or termination of an End User Access;
  - (c) Disconnection of, or refusals to provide, all Incompatible Products; or
  - (d) a breach by [Customer] of its warranty under paragraph 12.3 of this Part B, including a failure to obtain valid consents or warranties for Activation of an End User Access from the owner of any End User Premises and from account holders of other fixed voice and broadband services at the End User Premises,

to the extent that the Loss or statutory penalty is caused by the provision, delay in the Activation, installation, transfer, limitation, cancellation, Disconnection, repair or delay in repair of all or part of the FAB-L2IG Service or all or any part of the existing fixed telephone or broadband services at the End User Premises.

## **6 Fibre Access Broadband Transfer**

- 6.1 FAB-L2IG Services can only be transferred to BigPond Velocity Services and other FAB-L2IG Services within the FAB Footprint. Such transfer will take place in accordance with the Broadband Transfer Process Manual.
- 6.2 Telstra and [Customer] must comply with their obligations in the Broadband Transfer Process Manual in respect of each FAB Transfer.
- 6.3 [Customer] must pay the Charges in Part C1 (Charges for South Brisbane FAB-L2IG Service) and Part C2 (Charges for National FAB-L2IG Service), as applicable, in relation to the Broadband Transfer Process.
- 6.4 For the purposes of FAB Transfer, Telstra and [Customer] must treat each End User as if the End User has a contract with [Customer] (where [Customer] or Reseller is the losing service provider), or will have a contract with [Customer] (where [Customer] is the gaining service provider).

## **7 Service Assurance**

- 7.1 Both parties must comply with their obligations under the FAB OMM in respect of reporting Service Difficulties and dealing with Faults with the FAB-L2IG Service.
- 7.2 [Customer]'s sole remedy and compensation for a breach by Telstra of its obligations under the FAB OMM is escalation in accordance with the procedures set out in the FAB OMM.

## **8 Not Used**

## **9 No assignment**

[Customer] will not assign, otherwise dispose of, or deal with its rights under this Service Schedule (including to any member of its Group from time to time) or allow any interest in them to arise, or be extinguished or be varied, in each case, without the consent of Telstra.

## **10 Resale**

- 10.1 [Customer] may supply the FAB-L2IG Service, or a service derived from the FAB-L2IG Service, to a third party if [Customer] complies with paragraph 10.2 of this Part B.
- 10.2 Excluding [Customer]'s obligations under Part C1 (Charges for South Brisbane FAB-L2IG Service) and Part C2 (Charges for National FAB-L2IG Service), as applicable, [Customer] must procure each Reseller's compliance with this Agreement as if the Reseller was [Customer] and, in particular, must ensure that each Reseller does not do or omit to do anything, which if done or omitted by [Customer] would be a breach of this Agreement.
- 10.3 [Customer] may provide Telstra Documents to a Reseller to the extent necessary to support:
  - (a) [Customer]'s supply of the FAB-L2IG Service to the Reseller; and
  - (b) the Reseller's compliance with the Reseller's obligations to [Customer] and to Telstra contemplated by this Agreement.

## **11 Acceptable Usage Policy**

[Customer] must comply, and must ensure its End Users comply, with the Acceptable Usage Policy.

## **12 Consents, [Customer] obligations and acknowledgment**

- 12.1 [Customer] acknowledges that Activation of an End User Access will result in all fixed telephone and broadband services at the End User Premises being provided over the same fibre communications line as the FAB-L2IG Service.
- 12.2 Notwithstanding any inconsistent provision of this Service Schedule or this Agreement, [Customer] agrees that:
  - (a) following receipt of a request from [Customer] to Activate an End User Access at particular End User Premises, Telstra may disclose to service providers of fixed telephone and broadband services and to end users and account holders at that End User Premises the fact that an End User has requested an End User Access;

- (b) Telstra may contact its End Users for the purposes of connecting, Migrating, maintaining or repairing an End User Access; and
  - (c) Telstra may publish [Customer]'s name as a provider of fibre broadband services on a website (if any) to be advised to [Customer] from time to time.
- 12.3 Before placing an Order for Activation of an End User Access or a Request for Migration, [Customer] must obtain, and by placing an Order or a Request for Migration [Customer] warrants that it has obtained, the following:
- (a) consent from the End User for Telstra to access the End User Premises to Activate, and to maintain and repair, the End User Access (as applicable);
  - (b) if the End User is not the owner of the End User Premises, consent from the owner of the End User Premises, or a warranty from the End User that it has obtained consent from the owner of the End User Premises for Activation of the End User Access;
  - (c) consent from the End User, or if the End User is not the account holder for all fixed telephone and broadband services at the End User Premises, a warranty that the End User has obtained consent from each such account holder:
    - (i) for the End User Access to be provisioned, including for Migrations, to the Disconnection of the existing broadband service(s) (where they are not able to be provided over fibre), or to the Migration of the Broadband End User Access(es); and
    - (ii) for fixed telephone service(s) at the End User Premises to be provided over fibre,
 and the consents obtained must address the matters specified in paragraphs 12.3(d) to 12.3(e) (inclusive) of this Part B;
  - (d) in relation to Migrations, acknowledgment from the End User that the End User and all account holders will experience an outage on existing fixed telephone and broadband services at the End User Premises while the FAB-L2IG End User Access is being provisioned, and that the End User and all account holders will not be able to receive or make any telephone calls (including to the 000 emergency service) over any of its fixed telephone services for the duration of the outage (or, if the End User is not the account holder for all fixed and broadband services at the End User Premises, a warranty from the End User that the End User has obtained such acknowledgments from all account holders); and
  - (e) agreement from the End User that, from the date the End User Access is provisioned:
    - (i) all fixed telephone and broadband services at the End User Premises will be provisioned over a fibre communications line;
    - (ii) in relation to Migrations only, the copper or aluminium communications wire to the End User Premises will be taken to be removed, and Telstra is under no obligation to reinstall copper or aluminium communications wire to the End User Premises;
    - (iii) the new fixed voice and broadband services over a fibre communications line may be unavailable if there is a failure of the power supply;
    - (iv) if the End User does not have a back-up battery PSU, the back-up battery PSU is not installed, or installed but flat or faulty, the End User will not be able to receive or make any telephone calls (including calls to 000 emergency service) over the fixed voice service for the duration of the power failure;
    - (v) it is the End User's responsibility to check that the PSU is operational and to report suspected faults to [Customer];
    - (vi) the Activation and operation of an End User Access may mean that Incompatible Products will not be supplied to the End User;
    - (vii) the installation and operation of a monitoring service may cause temporary disruptions to an End User Access;
    - (viii) the effects listed in paragraph 12.3(d) of this Part B will apply equally to an end user that uses the End User's services or other end user that acquires services that are provisioned over the same copper or aluminium communications wire; and

- (ix) the effects listed in this paragraph 12.3(e) of this Part B will apply equally to an end user that uses the End User's services or other end user that acquires services that are provisioned over the same fibre communications line.

### 13 ULLS Return with Same Day FAB Process in the SBX ESA

- 13.1 [Customer] may use the ULLS Return with Same Day FAB Process in the SBX ESA only to connect a Telstra Basic Telephone Service and FAB-L2IG Service on the same day in the SBX ESA.
- 13.2 The ULLS Return with Same Day FAB Process in the SBX ESA will be completed on the terms and conditions set out in:
  - (a) paragraph 6 of Part B of the OCT and Declared Services Service Schedule and paragraph 10 of the Fixed Rebill Operations Manual in relation to the ULLS Return Process, except that for the purposes of the ULLS Return with Same Day FAB Process in the SBX ESA:
    - (i) paragraph 6.1 of Part B of OCT and Declared Services Service Schedule will not apply; and
    - (ii) all references to:
      - (A) the "ULLS Return Process" are to be read as references to the "ULLS Return with Same Day FAB Process in the SBX ESA";
      - (B) a "ULLS Return" are to be read as references to a "ULLS Return with Same Day FAB in the SBX ESA"; and
      - (C) the Telstra Basic Telephone Service is to be read as including a FAB-L2IG Service (except in paragraph 10.1.5(e) of the Fixed Rebill Operations Manual, which is only relevant to a Telstra Basic Telephone Service); and
  - (b) paragraphs 13.3 and 13.4 of this Part B.
- 13.3 For the purposes of the ULLS Return with Same Day FAB Process in the SBX ESA:
  - (a) as part of the "Work Request" submitted in accordance with paragraph 10 of the Fixed Rebill Operations Manual, [Customer] must complete the FAB-L2IG Service section of the "Work Request";
  - (b) after validating the ULLS transfer with the ULLS End User's existing service provider and before advising [Customer] of the timing of the completion of the ULLS Return with Same Day FAB in the SBX ESA request, Telstra will investigate whether it is possible to provision a FAB-L2IG Service;
  - (c) if Telstra determines that it is not possible to provision a FAB-L2IG Service, Telstra will reject the ULLS Return with Same Day FAB in the SBX ESA request; and
  - (d) a FAB-L2IG Service will only be provisioned using the ULLS Return with Same Day FAB Process in the SBX ESA where:
    - (i) an active Telstra Basic Telephone Service has been provisioned in the SBX ESA using the process;
    - (ii) the ULLS specified in the "Work Request" is in an open Tranche Migration Window as notified by Telstra from time to time; and
    - (iii) the required infrastructure is available for a FAB-L2IG Service in the SBX ESA (as determined by Telstra).
- 13.4 If the FAB-L2IG Service cannot be provisioned, then the ULLS Return with Same Day FAB in the SBX ESA request will be rejected, and Telstra will not connect a Telstra Basic Telephone Service or a FAB-L2IG Service.
- 13.5 Telstra will waive all connection Charges that would otherwise apply for Services provisioned using the "ULLS Return Process" in the SBX ESA or the ULLS Return with Same Day FAB Process in the SBX ESA.

## Part C1: Charges for South Brisbane FAB-L2IG Service

### 1 General

1.1 This Part C1 sets out the Charges payable for the South Brisbane FAB-L2IG Service.

1.2 The pricing structure for the South Brisbane FAB-L2IG Service is as follows:

- (a) Monthly Charges for each End User Access;
- (b) Charges for Broadband VLANs (as applicable); and
- (c) miscellaneous Charges.

1.3 Rebates may apply in accordance with paragraph 5 of this Part C1.

### 2 End User Accesses

2.1 [Customer] must pay Telstra the relevant monthly Charge for each End User Access based on the transmission rate selected by [Customer] for that End User Access, as set out in Table CRA 48.3 of this Part C1.

**Table CRA 48.3 - Monthly Charges for each End User Access**

Transmission rate*	Up to 8 Mbps downstream and up to 384 kbps upstream	Up to 30 Mbps downstream and up to 1 Mbps upstream	Up to 100 Mbps downstream and up to 5 Mbps upstream (except where there is an external ONT) **
Charge for each End User Access	\$25.40	\$25.40	\$40.00

\*Subject to paragraph 2.4 of Part A.

\*\*Where there is an external ONT and [Customer] has requested an End User Access with a data transmission rate of “up to 100Mbps downstream and up to 5Mbps upstream”, the data transmission rate will be up to 93Mbps downstream and up to 5Mbps upstream.

### 3 Broadband VLANs

3.1 If [Customer] has an existing Broadband VLAN in a State and, in accordance with paragraph 2.2 of Part B, will aggregate DSL-L2IG and FAB-L2IG End User traffic for that State on that Broadband VLAN:

- (a) [Customer] must pay Telstra the Charges for a “DSL VLAN” as set out in Part C of [Customer]’s DSL-L2IG Service Schedule; and
- (b) the Broadband VLAN Charges set out in this paragraph 3 of this Part C1 will not apply to those existing Broadband VLANs.

3.2 If [Customer] does not:

- (a) acquire DSL-L2IG Services in a State;
- (b) have an existing Broadband VLAN in a State; or
- (c) aggregate DSL-L2IG and FAB-L2IG End User traffic for a State on its existing Broadband VLANs in accordance with paragraph 2.2 of Part B,

then [Customer] must pay Telstra a monthly Charge for each new Broadband VLAN calculated as follows:

Broadband VLAN Charge (monthly) = Subscribed Data Speed Charge x No. of Ethernet Accesses

where:

**Subscribed Data Speed Charge** is the Charge listed in Table CRA 48.4 of this Part C1 that corresponds to the subscribed data speed of the Ethernet Accesses in the Broadband VLAN; and



**No. of Ethernet Accesses** is the number of Ethernet Accesses acquired by [Customer] over which the Broadband VLAN is provisioned (in accordance with the guidelines in the Technical Specifications for the access option chosen by [Customer] for the Broadband VLAN).

**Table CRA 48.4 –Subscribed Data Speed Charges**

Subscribed Data Speed	Subscribed Data Speed Charge
20 Mb/s	<p>If [Customer] has a DSL-L2IG Service Schedule, the Charges are the same as the equivalent VLAN Subscribed Data Speed Charges in Part C of [Customer]'s DSL-L2IG Service Schedule. Any variation to those Charges in the DSL-L2IG Service Schedule is automatically applied to this Table CRA 48.4 of this Part C1.</p> <p>If [Customer] does not have a DSL-L2IG Service Schedule, the Charges are POA.</p>
50 Mb/s	
75 Mb/s	
100 Mb/s	
125 Mb/s	
150 Mb/s	
200 Mb/s	
250 Mb/s	
300 Mb/s	
350 Mb/s	
400 Mb/s	
450 Mb/s	
500 Mb/s	
550 Mb/s	
600 Mb/s	
700 Mb/s	
800 Mb/s	
900 Mb/s	
1,000 Mb/s	

#### 4 Miscellaneous Charges

- 4.1 [Customer] must pay Telstra the miscellaneous Charges (as applicable) set out in Table CRA 48.5 of this Part C1.
- 4.2 The “Activation Charge” set out in Table CRA 48.5 of this Part C does not apply to:
- (a) the Migration of an End User Access located in the SBX ESA; or
  - (b) the provisioning of a new End User Access located in the SBX ESA completed on or before the End Date.<sup>1</sup>
- 4.3 The “Early termination Charge if the End User Access is disconnected within 6 months of the relevant End User Access being activated” set out in Table CRA 48.5 of this Part C does not apply to Migrated End User Accesses located in the SBX ESA.
- 4.4 The Charge to “install battery back-up option to AC PSU (excluding supply of battery) at time of initial installation” and the Charge to “replace existing PSU with a PSU with battery back-up (excluding supply of battery) after initial installation” set out in Table CRA 48.5 of this Part C1 do not apply to Migrated End User

<sup>1</sup> Due to limitations with Telstra's billing systems the Activation Charge will appear on [Customer]'s Bill, but will be credited on a subsequent Bill.

Accesses located in the SBX ESA in respect of the first replacement of the PSU after the Migration of the End User Access only, but do apply for any subsequent replacements.

4.5 [Customer] must pay the Fast Fix Charge set out in Table CRA 48.5 for each request for Fast Fix on an individual South Brisbane FAB-L2IG Service unless paragraph 4.6 of this Part C1 applies.

4.6 If:

- (a) Telstra does not repair the individual South Brisbane FAB-L2IG Service within 24 hours of [Customer] notifying Telstra of the fault and requesting Fast Fix; or
- (b) the fault is in Telstra's Network or Telstra Equipment,

then unless one of the exceptions in paragraph 4.7 of this Part C1 applies, Telstra will waive the Fast Fix Charge for that Fast Fix request.

4.7 Telstra will not waive the Fast Fix Charge under paragraph 4.6 of this Part C1 if Telstra's ability to repair the fault is affected by:

- (a) a fault with the individual South Brisbane FAB-L2IG Service that is caused by [Customer], a Reseller or an End User;
- (b) the cutting of cable or fibre which is needed to provide the individual South Brisbane FAB-L2IG Service by [Customer], a Reseller, an End User or someone on [Customer]'s behalf;
- (c) interference or damage to Telstra Equipment or Telstra's Network by [Customer], a Reseller, an End User or by a third party on [Customer]'s behalf; or
- (d) [Customer], a Reseller or an End User not giving Telstra sufficient and timely access to premises and Telstra Equipment so that Telstra can carry out the repair or restoration, including in situations where [Customer], an End User or a person authorised by an End User is Not in Attendance.

**Table CRA 48.5 - Miscellaneous Charges**

Description	Charge per individual request
Activation Charge	\$22.50 Charge is waived for Migrating Services or new End User Accesses in the SBX ESA (but, in relation to new End User Accesses, will appear on [Customer]'s Bill and be credited on a subsequent [Customer] Bill).
Charge for installation of an ONT	As set out in [Customer]'s OCT and Declared Services Service Schedule. Charge is waived for Migrating Services and new End User Accesses located in the SBX ESA.
Early termination Charge if the End User Access is disconnected within 6 months of the relevant End User Access being activated	\$50 Charge is waived in accordance with paragraph 4.3 of this Part C1 for Migrations in the SBX ESA.
Charges for rejects, withdrawals and retargets associated with a Migration request via LOLO/LOLIG	A Charge advised by Telstra to [Customer] on 20 Business Days notice
Charge to change the configuration of an End User Access (port data transmission rate is increased or decreased or configuration of the End User's session is changed)	\$10
Charge for an incorrect call out and fee for service where a Telstra technician attends	Charged on a time and materials basis in accordance with the Fee-for-service section in OCT
Charge for Not In Attendance	\$90

Description	Charge per individual request
Charge for an incorrect fault report to the Telstra FRC	\$50
Charge when an End User directly calls the Telstra FRC for assistance	\$50
Service qualification (where required) per End User Access	\$0
Charge to install battery back-up option to AC PSU (excluding supply of battery) at time of initial installation	As set out in [Customer]'s OCT and Declared Services Service Schedule. Charges are waived in accordance with paragraph 4.4 of this Part C1 for Migrated End User Accesses located in the SBX ESA.
Charge to replace existing PSU with a PSU with battery back-up (excluding supply of battery) after initial installation	As set out in [Customer]'s OCT and Declared Services Service Schedule. Charges are waived in accordance with paragraph 4.4 of this Part C1 for Migrated End User Accesses located in the SBX ESA.
Charge for Telstra-Managed MDN Feature	\$155 per month
Charge for Partially Telstra-Managed MDN Feature	\$200 per month
Charge for Customer-Managed MDN Feature	\$500 per month
Charge for transferring a Broadband VLAN from one N-K Number to another N-K Number, or from one Ethernet Access to another Ethernet Access, at [Customer]'s request	A Charge advised by Telstra to [Customer] on 20 Business Days notice
Charge for [Customer] or [Customer]'s Group maintaining more than one N-K Number	A Charge advised by Telstra to [Customer] on 20 Business Days notice
Fast Fix Charge	\$53.64
Charge for a FAB Transfer Request via LOLO/LOLIG	\$22.50
Charge for a Reversal of a FAB Transfer Request via LOLO/LOLIG (payable by the losing service provider of the original Transfer Request, i.e. the party initiating the reversal)	\$22.50

## 5 Migration Rebates

### ***South Brisbane Migration Rebate***

- 5.1 Subject to paragraph 5.12 and where [Customer] meets the requirements set out in paragraph 5.2 of this Part C1, and until the End Date, Telstra will give [Customer] a monthly rebate of \$10 for each new End User Access and Migrated End User Access located in the South Brisbane Exchange Service Area ("**South Brisbane Migration Rebate**").
- 5.2 For each month up to and including the month in which the End Date occurs, [Customer] will qualify for and receive the South Brisbane Migration Rebate for all End User Accesses at End User Premises located in the SBX ESA which have been:
- (a) successfully Migrated by the end of that billing month; or
  - (b) newly connected by the end of that billing month.

### ***South Brisbane Eligible FAB Rebate***

- 5.3 Subject to paragraphs 5.5, 5.12 and 5.14 of this Part C1, where [Customer] meets the requirements set out in paragraph 5.4 of this Part C1, and until the End Date, Telstra will give [Customer] a monthly rebate of:
- (a) \$13 for each:
    - (i) newly connected 30Mbps Service with an End User Access in the South Brisbane Exchange Service Area; or
    - (ii) DSL-L2IG Service End User Access in the South Brisbane Exchange Service Area which is Migrated to become a 30Mbps Service;
- and
- (b) \$6 for each:
    - (i) newly connected 8Mbps Service with an End User Access in the SBX ESA; or
    - (ii) DSL-L2IG Service End User Access in the SBX ESA which is Migrated to become a 8Mbps Service,

(**"South Brisbane Eligible FAB Rebate"**). The South Brisbane Eligible FAB Rebate applies in addition to the South Brisbane Migration Rebate.

- 5.4 For each billing month up to and including the month in which the End Date occurs, [Customer] will qualify for and receive the South Brisbane Eligible FAB Rebate for each 8Mbps Service or 30Mbps Service with an End User Access in the SBX ESA which has been newly connected or Migrated in accordance with paragraph 5.3 above by the end of that billing month.
- 5.5 If a newly connected 8Mbps Service or 30Mbps Service forms part of an Eligible Bundle, then such Service may qualify for the South Brisbane Eligible Bundle Rebate (subject to paragraphs 5.6 to 5.8 below) but will not qualify for the South Brisbane Eligible FAB Rebate.

### ***South Brisbane Eligible Bundle Rebate***

- 5.6 Subject to paragraphs 5.8, 5.12 and 5.14 of this Part C1, where [Customer] meets the requirements set out in paragraph 5.7 of this Part C1 and until the End Date, Telstra will give [Customer] a monthly rebate of:
- (a) \$19.60 for each newly connected Eligible Bundle (Residential) that includes a 8Mbps Service;
  - (b) \$26.60 for each newly connected Eligible Bundle (Residential) that includes a 30Mbps Service;
  - (c) \$20.77 for each newly connected Eligible Bundle (Business) that includes a 8Mbps Service; and
  - (d) \$27.77 for each newly connected Eligible Bundle (Business) that includes a 30Mbps Service,
- (**"South Brisbane Eligible Bundle Rebate"**). The South Brisbane Eligible Bundle Rebate applies in addition to the South Brisbane Migration Rebate and to newly connected 8Mbps Services and newly connected 30Mbps Services only. The South Brisbane Eligible Bundle Rebate is not available for Migrations.
- 5.7 For each billing month up to and including the month in which the End Date occurs, [Customer] will qualify for and receive the South Brisbane Eligible Bundle Rebate for each newly connected Eligible Bundle which has been provisioned by the end of that billing month.
- 5.8 If the Telstra Basic Telephone Service forming part of the Eligible Bundle is transferred to a service provider other than [Customer] at any time, the South Brisbane Eligible Bundle Rebate will no longer apply from the date of such transfer (however, subject to paragraph 5.14 of this Part C1, from the date of such transfer [Customer] may be eligible for the South Brisbane Eligible FAB Rebate in accordance with paragraph 5.3 and/or the South Brisbane Migration Rebate in accordance with paragraphs 5.1 and 5.2 of this Part C1).

### ***General***

- 5.9 [Customer] acknowledges that due to Telstra's automatic billing practices, the rebates and credits payable by Telstra to [Customer] under this paragraph 5 of Part C1 may not appear on the first Bill for the South Brisbane FAB-L2IG Service following a billing period during which [Customer] acquired a Service to which a rebate or credit applies, but will appear on a subsequent Bill for the South Brisbane FAB-L2IG Service.

- 5.10 Any rebate or credit payable by Telstra under this paragraph 5 of Part C1 will be paid by Telstra as a credit against [Customer]'s Bill for the FAB-L2IG Services. The parties may agree alternative methods by which Telstra pays [Customer] rebates and credits.
- 5.11 [Customer] must not, and has no right to, withhold payment of any amounts in respect of any rebate or credit payable by Telstra under this paragraph 5 of Part C1. No rebate or credit payable by Telstra is redeemable for cash.
- 5.12 Telstra is not obliged to credit [Customer] any rebate or credit amounts unless [Customer] has paid Telstra all Charges which apply to an applicable Migration or connection, and has no overdue amounts outstanding on any of its accounts with Telstra which relate to Services provided under this Service Schedule, excluding Charges which are the subject of a genuine Billing Dispute.
- 5.13 Subject to paragraphs 5.5, 5.8 and 5.14 of this Part C1, the rebates and credits payable by Telstra under this paragraph 5 of Part C1 are cumulative, subject to the terms of this Service Schedule. [Customer] may qualify for any and all of them.
- 5.14 To avoid doubt, if an End User Access is cancelled or transferred to a service provider other than [Customer] at any time, the South Brisbane Migration Rebate, South Brisbane Eligible FAB Rebate and the South Brisbane Eligible Bundle Rebate will not apply in respect of that End User Access from the date of cancellation or transfer.
- 5.15 All other Charges continue to apply in accordance with this Service Schedule and this Agreement.

## 6 Validity Period of the Charges

- 6.1 Subject to paragraph 6.2 of this Part C1, the Validity Period of the Charges in this Part C1 is on and from the Schedule Date up to and including 31 December 2015.
- 6.2 There is no Validity Period applicable:
- (a) to the Fast Fix Charge set out in Table CRA 48.5 of this Part C1;
  - (b) to the Subscribed Data Speed Charges set out in Table CRA 48.4 of this Part C1; or
  - (c) for an incorrect call out or fee for service charge set out in Table CRA 48.5. The incorrect call out or fee for service Charges are the charges set out in OCT, as varied from time to time by Telstra.

## 7 GST

- 7.1 The Charges set out in this Part C1 are exclusive of any applicable GST. The amount of GST payable by [Customer] to Telstra for the South Brisbane FAB-L2IG Service and associated work referred to in this Part C1 will be calculated in accordance with the terms of this Agreement and included in the Bill which sets out the Charges payable by [Customer] to Telstra for the supply of such South Brisbane FAB-L2IG Services and associated work.
- 7.2 The parties acknowledge and agree that any rebate or credit amounts payable by Telstra are:
- (a) an adjustment to the consideration that Telstra previously received or will receive in respect of taxable supplies that it has made; and
  - (b) an adjustment event or adjustment for the purposes of Subdivision 19-A and Subdivision 19-B of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 7.3 Subject to receiving a tax invoice or adjustment note as appropriate, [Customer] must pay the GST amount to Telstra when it is liable to pay the GST amount to Telstra for taxable supplies or adjustments to taxable supplies pursuant to this Agreement.

## Part C2: Charges for National FAB-L2IG Service

### 1 General

1.1 This Part C2 sets out the Charges payable for the National FAB-L2IG Service.

1.2 The pricing structure for the FAB-L2IG Service is as follows:

- (a) Monthly Charges for each End User Access;
- (b) Charges for Broadband VLANs (as applicable); and
- (c) miscellaneous Charges.

### 2 End User Accesses

2.1 [Customer] must pay Telstra the relevant monthly Charge for each End User Access based on the transmission rate selected by [Customer] for that End User Access as set out in Table CRA 48.6 of this Part C2.

**Table CRA 48.6 - Monthly Charges for each End User Access**

Applicable Exchange Area	Transmission rate*		
	Up to 8 Mbps downstream and up to 384 kbps upstream	Up to 30 Mbps downstream and up to 1 Mbps upstream	Up to 100 Mbps downstream and up to 5 Mbps upstream (except where there is an external ONT) **
Zone 1 Exchange	\$25.40	\$25.40	\$40
Zone 2 or 3 Exchange	\$30.80	\$30.80	\$45

\*Subject to paragraph 2.4 of Part A.

\*\*Where there is an external ONT and [Customer] has requested an End User Access with a data transmission rate of "up to 100Mbps downstream and up to 5Mbps upstream", the data transmission rate will be up to 93Mbps downstream and up to 5Mbps upstream.

### 3 Broadband VLANs

3.1 If [Customer] has an existing Broadband VLAN in a State and, in accordance with paragraph 2.2 of Part B, will aggregate DSL-L2IG and FAB-L2IG End User traffic for that State on that Broadband VLAN:

- (a) [Customer] must pay Telstra the Charges for a "DSL VLAN" as set out in Part C of [Customer]'s DSL-L2IG Service Schedule; and
- (b) the Broadband VLAN Charges set out in this paragraph 3 of this Part C2 will not apply to those existing Broadband VLANs.

3.2 If [Customer] does not:

- (a) acquire DSL-L2IG Services in a State;
- (b) does not have an existing Broadband VLAN in a State; or
- (c) aggregate DSL-L2IG and FAB-L2IG End User traffic for a State on its existing Broadband VLANs in accordance with paragraph 2.2 of Part B,

then [Customer] must pay Telstra a monthly Charge for each new Broadband VLAN calculated as follows:

Broadband VLAN Charge (monthly) = Subscribed Data Speed Charge x No. of Ethernet Accesses

where:

**Subscribed Data Speed Charge** is the Charge listed in Table CRA 48.7 of this Part C2 that corresponds to the subscribed data speed of the Ethernet Accesses in the Broadband VLAN; and

**No. of Ethernet Accesses** is the number of Ethernet Accesses acquired by [Customer] over which the Broadband VLAN is provisioned (in accordance with the guidelines in the Technical Specifications for the access option chosen by [Customer] for the Broadband VLAN).

**Table CRA 48.7 –Subscribed Data Speed Charges**

Subscribed Data Speed	Subscribed Data Speed Charge
20 Mb/s	<p>If [Customer] has a DSL-L2IG Service Schedule, the Charges are the same as the equivalent VLAN Subscribed Data Speed Charges in Part C of [Customer]'s DSL-L2IG Service Schedule. Any variation to those Charges in the DSL-L2IG Service Schedule is automatically applied to this Table CRA 48.7 of this Part C2.</p> <p>If [Customer] does not have a DSL-L2IG Service Schedule, the Charges are POA.</p>
50 Mb/s	
75 Mb/s	
100 Mb/s	
125 Mb/s	
150 Mb/s	
200 Mb/s	
250 Mb/s	
300 Mb/s	
350 Mb/s	
400 Mb/s	
450 Mb/s	
500 Mb/s	
550 Mb/s	
600 Mb/s	
700 Mb/s	
800 Mb/s	
900 Mb/s	
1,000 Mb/s	

#### 4 Miscellaneous Charges

4.1 [Customer] must pay Telstra the miscellaneous Charges (as applicable) set out in Table CRA 48.8 of this Part C2.

4.2 [Customer] must pay the Activation Charge set out in Table CRA 48.8 of this Part C2 if:

- (a) an ONT is already installed at the End User Premises and the Customer places an Order for a FAB-L2IG Service (other than as part of a FAB Transfer); or
- (b) an ONT needs to be installed at the End User Premises by Telstra under the OCT and Declared Services Service Schedule.

4.3 [Customer] must pay the Fast Fix Charge set out in Table 48.8 for each request for Fast Fix on an individual FAB-L2IG Service unless paragraph 4.4 of this Part C2 applies.

4.4 If:

- (a) Telstra does not repair the individual National FAB-L2IG Service within 24 hours of [Customer] notifying Telstra of the fault and requesting Fast Fix; and
- (b) the fault is in Telstra's Network or Telstra Equipment,

then unless one of the exceptions in paragraph 4.5 of this Part C2 applies, Telstra will waive the Fast Fix Charge for that Fast Fix request.

- 4.5 Telstra will not waive the Fast Fix Charge under paragraph 4.4 of this Part C2 if Telstra's ability to repair the fault is affected by:
- (a) a fault with the individual National FAB-L2IG Service that is caused by [Customer], a Reseller or an End User;
  - (b) the cutting of cable or fibre which is needed to provide the individual National FAB-L2IG Service by [Customer], a Reseller, an End User or someone on [Customer]'s behalf;
  - (c) interference or damage to Telstra Equipment or Telstra's Network by [Customer], a Reseller, an End User or by a third party on [Customer]'s behalf; or
  - (d) [Customer], a Reseller or an End User not giving Telstra sufficient and timely access to premises and Telstra Equipment so that Telstra can carry out the repair or restoration, including in situations where [Customer], an End User or a person authorised by an End User is Not in Attendance.

**Table CRA 48.8 - Miscellaneous Charges**

Description	Charge per individual request
Activation Charge	\$22.50 (payable in accordance with paragraph 4.2 of this Part C2)
Charge for installation of an ONT	As set out in [Customer]'s OCT and Declared Services Service Schedule
Early termination Charge if the End User Access is disconnected within 6 months of the relevant End User Access being activated	\$50
Charge to change the configuration of an End User Access (port data transmission rate is increased or decreased or configuration of the End User's session is changed)	\$10
Charge for an incorrect call out and fee for service where a Telstra technician attends	Charged on a time and materials basis in accordance with the Fee-for-service section in OCT
Charge for Not In Attendance	\$90
Charge for an incorrect fault report to the Telstra FRC	\$50
Charge when an End User directly calls the Telstra FRC for assistance	\$50
Service qualification (where required) per End User Access	\$0
Charge to install battery back-up option to AC PSU (excluding supply of battery) at time of initial installation	As set out in [Customer]'s OCT and Declared Services Service Schedule
Charge to replace existing PSU with a PSU with battery back-up (excluding supply of battery) after initial installation	As set out in [Customer]'s OCT and Declared Services Service Schedule
Charge for Telstra-Managed MDN Feature	\$155 per month
Charge for Partially Telstra-Managed MDN Feature	\$200 per month
Charge for Customer-Managed MDN Feature	\$500 per month
Charge for transferring a Broadband VLAN from one N-K Number to another N-K Number, or from one Ethernet Access to another Ethernet Access, at [Customer]'s request	A Charge advised by Telstra to [Customer] on 20 Business Days notice
Charge for [Customer] or [Customer]'s Group maintaining more than one N-K Number	A Charge advised by Telstra to [Customer] on 20 Business Days notice



Description	Charge per individual request
Fast Fix Charge	\$53.64
Charge for a FAB Transfer Request via LOLO/LOLIG	\$22.50
Charge for a Reversal of a FAB Transfer Request via LOLO/LOLIG (payable by the losing service provider of the original Transfer Request, i.e. the party initiating the reversal)	\$22.50

## 5 Validity Period of the Charges

- 5.1 Subject to paragraph 5.2 of this Part C2, the Validity Period of the Charges in this Part C2 is on and from the Schedule Date up to and including 31 December 2015.
- 5.2 There is no Validity Period applicable:
- (a) to the Fast Fix Charge set out in Table CRA 48.8 of this Part C2;
  - (b) to the Subscribed Data Speed Charges set out in Table CRA 48.7 of this Part C2; or
  - (c) for an incorrect call out or fee for service charge set out in Table CRA 48.8. The incorrect call out or fee for service Charges are the charges set out in OCT, as varied from time to time by Telstra.

## 6 GST

- 6.1 The Charges set out in this Part C2 are exclusive of any applicable GST. The amount of GST payable by [Customer] to Telstra for the National FAB-L2IG Service and associated work referred to in this Part C2 will be calculated in accordance with the terms of this Agreement and included in the Bill which sets out the Charges payable by [Customer] to Telstra for the supply of such National FAB-L2IG Services and associated work.
- 6.2 The parties acknowledge and agree that any rebate or credit amounts payable by Telstra are:
- (a) an adjustment to the consideration that Telstra previously received or will receive in respect of taxable supplies that it has made; and
  - (b) an adjustment event or adjustment for the purposes of Subdivision 19-A and Subdivision 19-B of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 6.3 Subject to receiving a tax invoice or adjustment note as appropriate, [Customer] must pay the GST amount to Telstra when it is liable to pay the GST amount to Telstra for taxable supplies or adjustments to taxable supplies pursuant to this Agreement.