

REFERENCE OFFER:

TELSTRA WHOLESALE AGREEMENT (TWA)

Date	Version No.	Summary of Changes
1 July 2014	V1	Initial Version (TWA)
1 October 2014	V2	Version 2; Lower monthly charges in SBX ESA

For wholesale customers who acquire services from Telstra under the TWA, the following Fibre Access Broadband Product Profile and Fibre Access Broadband Product Pricing together constitute

- the 'reference offer' for the purposes of subsection 4(2)(c)(i) of the Telecommunications (Network Exemption – Telstra South Brisbane Network) Instrument 2012; and
- the 'reference offer' for the purposes of subsection 4(2)(b)(i) of the Telecommunications (Network Exemption – Specified Velocity Networks) Instrument 2012.



FIBRE ACCESS BROADBAND PRODUCT PROFILE

1. Product Descri	ption	
1.1. General	 a. The Fibre Access Broadband service carries data between an End User and the Customer's point of interconnect using Layer 2 Tunneling Protocol on a best efforts internet-grade basis. b. The service is made up of one or more End User Accesses and at least one or two Broadband VLANs in a State (depending on the access option the Customer chooses when ordering the Broadband VLANs in that State). Each End User Access is a fibre optic connection from the optical network termination device at the End User's premises to the Telstra exchange. Broadband VLANs aggregate all of the End User Access traffic to the Customer's point of interconnect router. c. Where the Customer acquires Digital Subscriber Line Layer 2 Internet Grade services under this agreement in the same State as its Fibre Access Broadband services, and the Customer uses Broadband VLANs to carry traffic for both services using the same Broadband VLANs to carry traffic from both services. d. Because the service is internet-grade only, Telstra does not guarantee successful data transport. The performance and availability of parts or all of the service may vary. 	
	For more details about the Fibre Access Broadband service, see the TSIS (as referenced at the end of this document).	
1.2. Features	a. The service can be provided with an optional Multiple Domain Name feature.For more details of this feature, see the TSIS.	
1.3. Customer Premises Equipment provided as part of the installation	Not Applicable	
1.4. Network Boundary Point	The Network Boundary of the Fibre Access Broadband service is the Ethernet port on the optical network termination device at the End User's premises.	
2. Pre-requisites		
2.1. Technical pre- requisites	 a. Telstra only supplies the Fibre Access Broadband service where a fixed voice service provisioned over fibre is linked to that End User Access. Telstra can cancel an End User Access for this service if the underlying fixed voice service linked to it is cancelled or faulty (and Telstra reasonably does not believe it is economical to repair it). b. Telstra only provides the Fibre Access Broadband service to End User premises located in the National Fibre Access Broadband footprint. (The National Fibre Access Broadband footprint is those areas described in the 'FAB Site List' at 	



	<u>http://www.telstrawholesale.com.au/download/document/fab-site.xls</u> , as updated by Telstra from time to time.) Even within those areas, there may be limited availability or availability may become progressively available. The Customer can check availability through the service qualification process.
2.2. Other products that must be acquired before this product will work	The Customer must separately acquire Wholesale Broadband Ethernet services from Telstra under this agreement for the Broadband VLANs that form part of this service.
3. Essential Custo	omer Obligations
3.1. Restrictions on Use	 a. The Customer must only use Broadband VLANs to aggregate and transport End User traffic between Telstra's network and the Customer's network for the Fibre Access Broadband service (and the Digital Subscriber Line Layer 2 Internet Grade service, where applicable). b. The Customer must give Telstra 3 Business Days' notice of a planned outage in the Customer's network that might reasonably negatively affect Telstra's network. For example, the Customer would need to give Telstra notice of a planned outage in the Customer's network that will result in a large number of the Customer's end users re-authenticating concurrently, because this could generate an 'authentication shower'.
3.2. Other	 a. The Customer must provide Telstra with IP addresses to be used in routing Fibre Access Broadband service traffic that are registered for public use with the Asia Pacific Network Information Centre (APNIC). b. The Customer must provide power for the service (or ensure that the End User does.)
4. Charging Appr	oach
4.1. Types of	Unless otherwise stated in the Pricing Catalogue, the Customer will pay:
Charges	 an installation or transfer charge and a monthly charge for each end user access; a monthly charge for each Broadband VLAN; and various miscellaneous charges as described in the Pricing Catalogue.
5. SLAs	
5.1. SLAs that have rebates for failure	Not Applicable
6. Other Product	Specific Terms
6.1. Battery backup	Telstra does not provide or maintain battery backup for the optical network termination device at the end user's premises, except for the customers in the South Brisbane exchange service area who receive the priority assistance service and who Telstra has agreed to provide a battery backup.
6.2. All services in premises use the same fibre	The Customer understands that by activating an End User Access for this service, all fixed telephone and broadband services on the Telstra network at that End User's premises (including this service) will be provided over the same optical fibre line.
6.3. Factors affecting transmission	Any bandwidth mentioned in relation to this service is a maximum transmission capability, not a guarantee that that speed will be achieved. The actual bandwidth will likely be lower than that maximum transmission
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	capability because of one or more of the following factors: the customer access speeds, end-to-end latency, protocol overhead, traffic load conditions, limitations in the customer equipment and other technical reasons.
6.4. Cancellation - superfast carriage obligations	Telstra may cancel any Fibre Access Broadband service where for any reason it is no longer exempt from any of the obligations under the Telecommunications Act 1997 relating to the delivery of superfast carriage service.
6.5. Rights to refuse	Telstra can refuse to provision an End User Access for the service where:
to provision an End User Access	 the End User is located outside the National Fibre Access Broadband Footprint; the End User Access does not pass the service qualification process; or
	• Telstra reasonably believes that technical matters affecting Telstra's network at that time (such as interference, capacity constraints or technical capabilities) prevent or would unduly delay or affect provision of that End User Access.
6.6. Service qualification	The 'full service qualification' and 'mini service qualification' tools that may be available for copper-based services do not apply to Fibre Access Broadband.
6.7. Limits on monthly usage	 a. The Customer must reasonably try to make sure that the average monthly usage of its end users of the Fibre Access Broadband service (averaged in each State) is no higher than 35 Gbytes of downloads each and 17.5 Gbytes of uploads each. b. If an individual End User Access has more than 100 Gbytes of combined downloads and uploads in a month with the downloads being less than half of the total and that continues for three consecutive months, Telstra may suspend, limit or cancel that End User Access for excessive use. c. Telstra may introduce a 'Fair Use Policy' in the future if it considers that further measures are needed to manage unfair or excessive use of the service by some end users.
6.8. Shaping and other network management measures	Telstra may choose to apply any network management measures it thinks are appropriate, including 'shaping' the service to manage performance issues, service difficulties, faults, availability of bandwidth, congestion and other infrastructure and network issues that affect multiple customers and end users.
6.9. Transfer	 a. The process for transferring Fibre Access Broadband services to another provider is set out in the Broadband Transfer Process Manual. It is only possible to transfer the service to another provider who acquires Fibre Access Broadband from Telstra or to a BigPond Velocity service. Telstra and the Customer must follow the Broadband Transfer Process Manual for each transfer. b. For the purposes of transferring a Fibre Access Broadband service, each End User is treated as if they have a contract with the Customer (where the Customer or one of its resellers is the losing service provider) or will have a contract with the Customer (where the Customer is the gaining service provider.)
6.10. End User consents	a. Before Ordering an End User Access or requesting a service migration (including where it will replace an existing broadband service at those End User premises), the Customer must obtain all of the following consents, acknowledgements and warranties from the End User (and by placing the Order or requesting the relevant service migration, the Customer is warranting to Telstra that it has these consents,



	 acknowledgements and warranties.) b. The End User must consent to Telstra accessing its premises to activate, maintain and repair the End User Access. If the End User does not own the premises, the owner of the premises must also consent to Telstra accessing the premises to activate, maintain and repair the End User Access (or the End User has to warrant to the Customer that it has obtained that consent from the owner.) c. The End User must consent to the End User Access being provisioned (including any existing broadband services being disconnected if it is a migration) and from the time the End User Access is provisioned all fixed and broadband telephone services at the premises being provided over fibre. d. The End User must specifically acknowledge that: there will be an outage of all fixed telephone and broadband services at the End User's premises while the End User Access is being provisioned and, during that outage, no fixed telephone or broadband services at the premises will work, no calls will be able to be made or received, and in particular, it will not be possible to call the 000 emergency service from any of the fixed telephone services at the premises if the End User is being migrated from an existing broadband service, once the End User's services or using services over the same copper or aluminium wires fixed telephone or broadband services over the same copper or aluminium wires fixed telephone or broadband services over the same copper or aluminium wires no calls will be able to made or received during a power failure, and in particular, it will not be possible to call the 000 emergency service from a fixed telephone service at the premises, unless there is a working battery back-up (that is not faulty or flat) no calls will be able to made or received during a power failure, and in particular, it will not be possible to call the 000 emergency service from a fixed telephone service at the premises, unle	
	those other services.	
6.11. Use of information about Customer and End Users	The Customer agrees that Telstra may inform relevant service providers of fixed telephone and broadband services, end users and account holders at a particular End User's premises, that an End User has requested an End User Access there. Telstra may also contact End Users to connect, migrate, maintain or repair an End User Access. The Customer agrees to allow Telstra to publish the Customer's name on a website as a provider of fibre broadband services (and Telstra will inform the Customer of any such	



	website from time to time). This clause overrides anything else in this agreement that provides otherwise.
6.12. Outages	 a. Telstra tries to give the Customer 10 Business Days' notice of planned outages by giving a 'planned event notification' with sufficient detail for the Customer to be able to identify how the outage is likely to affect end users. However, the planned event notification will not identify which of the Customer's end users will be affected. b. Telstra posts details of planned outages affecting the service to <u>http://telstra.com/servicestatus/wholesale/.</u>
7. Definitions	

Not Applicable - Note that the following technical term is explained under "General" in Section 1 Product Description: Broadband VLAN.

For Reference (this does not form part of the agreement)

The **TSIS** (technical description) for this product can be found at https://portal.telstrawholesale.com.au/wholesale/customertools/app/ContractDocumentsPage?_web Pageld=TWCP_OPERATIONSMANUALS



FIBRE ACCESS BROADBAND PRODUCT PRICING

TABLE OF CONTENTS

Pricing Summary	Details / Reference
Commitments	
Minimum Spend or SIO Commitment	Not Applicable
Service Term for ETCs	6 Months from activation, for each End User Access
Price Validity Period	Until 31 December 2015
Charges	
Installation Charges	(Clause 1) Installation Charges – Table 48.1
Discount on Installation Charges	Not Applicable
Other charges related to Connections or Installations	Not Applicable
Once-off Equipment Charges	Not Applicable
Recurring Charges	 (Clause 2) 1. <u>Monthly End User Access Charges</u> – <u>Table 48.2</u> 2. <u>Monthly Broadband VLAN Charges</u> – <u>Table 48.3</u> 3. <u>Monthly Multiple Domain Name Feature Charges</u> – <u>Table 48.4</u>
Discount on Recurring Charges	 (Clause 3) 1. South Brisbane Migration Rebate – Table 48.5 2. South Brisbane Eligible Service Rebate – Table 48.6 3. South Brisbane Eligible Bundle Rebate – Table 48.7
Usage Charges	Not Applicable
Service Modifications and Relocations	(Clause 4) <u>Service Modifications</u> – <u>Table 48.8</u>
Miscellaneous Charges	(Clause 5) <u>Miscellaneous Charges</u> – <u>Table 48.9</u>
Fee For Service	Not Applicable
Early Termination Charges	(Clause 6) Early Termination Charge – Table 48.10
Disconnection Charges	Not Applicable
Reconnection Charges	Not Applicable
OCT Charges	Not Applicable
Specific Pricing Conditions	Not Applicable
SLA Rebates	Not Applicable



Pricing Summary	Details / Reference
Definitions	(Clause 7) Definitions
	(Capitalised terms not defined in this document are defined in the Definitions section of the General Terms of this agreement or, for an explanation of terms of specific relevance to this product, see the Product Profile.)



DETAILED TERMS

Section	No.	Description
INSTALLATION CHARGES	1.	INSTALLATION CHARGES
		1.1 Customer must pay the Installation Charges in <u>Table</u> <u>48.1</u> for each End User Access.
		1.2 The 'Activation Charge' in Table 48.1 is payable where an optical network termination device:
		 (a) has to be installed at the end user premises under the terms of this agreement relating to the OCT and Declared Services service; or
		(b) is already installed at the end user premises and Customer has ordered the Fibre Access Broadband service other than as part of a Fibre Access Broadband transfer under Telstra's Broadband Transfer Process.
		 However, Customer does not have to pay the Installation Charges in <u>Table 48.1</u> for:
		(a) a Migrated End User Access in the South Brisbane Exchange Area; or
		 (b) a new End User Access in the South Brisbane Exchange Area connected before 30 September 2014.
		1.4 Because of the nature of Telstra's billing systems, the Activation Charge will be invoiced to Customer for new End User Accesses in the South Brisbane Exchange Area connected before 30 September 2014 and credited in a later invoice.
		1.5 Where Customer replaces the power supply unit more than once after migrating a Migrated End User Access in the South Brisbane Exchange Area, Customer must pay the charge for replacing the power supply unit in Table 48.1 each time after the first time.
RECURRING CHARGES	2.	MONTHLY END USER ACCESS CHARGES
		2.1 Customer must pay the End User Access Charges in <u>Table 48.2</u> each month for each End User Access, based on its transmission rate and what kind of exchange area it is in.
		MONTHLY BROADBAND VLAN CHARGES
		2.2 If Customer has an existing Broadband VLAN in a State and will aggregate DSL Layer 2 Internet Grade end user traffic and Fibre Access Broadband end user traffic for that State on that Broadband VLAN, Customer must pay the charges that apply for a 'DSL VLAN' under the Pricing Section for the DSL Layer 2 Internet Grade service. In that case, Customer does not have to pay the Broadband VLAN Charge under this Product Pricing.
		2.3 Otherwise, Customer must pay the Broadband VLAN Charge in <u>Table 48.3</u> each month for each Ethernet Access in the Broadband VLAN based on their



Section	No.	Description
		subscribed data speed. MONTHLY MULTIPLE DOMAIN NAME FEATURE CHARGES 2.4 Where Customer takes the optional Multiple Domain Name feature, Customer must pay the relevant Multiple Domain Name Feature Charge in <u>Table 48.4</u> each month.
DISCOUNT ON RECURRING CHARGES	3.	 SOUTH BRISBANE MIGRATION REBATE 3.1 For each billing month up to and including the billing month in which 30 September 2014 falls, Telstra credits Customer the applicable South Brisbane Migration Rebate in Table 48.5 for each: (a) Migrated End User Access in the South Brisbane Exchange Area at the end of the billing month; or (b) End User Access in the South Brisbane Exchange Area that was newly connected before 30 September 2014 as at the end of the billing month. SOUTH BRISBANE ELIGIBLE SERVICE REBATE 3.2 Until 30 September 2014, Telstra credits Customer the applicable South Brisbane Eligible Service Rebate in Table 48.6 each billing month for each: (a) Migrated 8Mbps Service or 30Mbps Service in the South Brisbane Exchange Area at the end of the billing month; (b) 8Mbps Service or 30 Mbps Service in the South Brisbane Exchange Area that was newly connected before 30 September 2014 as at the end of the billing month; (b) 8Mbps Service or 30 Mbps Service in the South Brisbane Eligible Service Rebate is paid in addition to the South Brisbane Migration Rebate for eligible services. If a service is eligible for the South Brisbane Eligible Service Rebate. SOUTH BRISBANE ELIGIBLE BUNDLE REBATE 3.4 For each billing month up to and including the month in which 30 September 2014 falls, Telstra credits Customer the applicable South Brisbane Eligible Bundle Rebate in Table 48.7 for each Eligible Bundle Rebate in Table 48.7 for each Eligible Residential Bundle and Eligible Business Bundle connected as at the end of the billing month.
		appear on Customer's bill after the eligible service is



Section	No.	Description
		 connected or Migrated. 3.7 Customer is not entitled to withhold payment of any amounts in respect of a rebate or credit under this document. Rebates and credits are not paid as cash. 3.8 Telstra does not have to credit Customer any rebate or credit amounts unless Customer has paid all charges for relevant Migrations or connections, and has no overdue amounts outstanding on any of its accounts with Telstra that relate to Fibre Access Broadband services, other than charges subject of a genuine billing dispute. 3.9 If an End User Access is cancelled or transferred to another service provider, it is no longer eligible for any rebates under this document from the date of the cancellation or transfer.
SERVICE MODIFICATIONS AND RELOCATIONS	4.	SERVICE MODIFICATIONS Customer must pay the applicable charges in <u>Table 48.8</u> for any service modifications.
MISCELLANEOUS CHARGES	5.	 MISCELLANEOUS CHARGES 5.1 Customer must pay the applicable miscellaneous charges in <u>Table 48.9</u>. 5.2 However, Telstra waives the charge for the 'Fast Fix' enhanced fault restoration service where: (a) Telstra does not repair the individual 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, except that Telstra does not waive the charge where Telstra's ability to repair the fault is affected by: (c) a fault with the individual service caused by Customer, a Reseller or an End User; (d) Customer, a Reseller, an End User or someone on Customer's behalf cutting cable or fibre needed to provide the individual service; (e) interference or damage to Telstra equipment or Telstra's network by Customer, a Reseller, 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 a Telstra technician attends at the End User's Premises and Customer, an End User is not there.



Section	No.	Description
EARLY TERMINATION CHARGES	6.	 EARLY TERMINATION CHARGE 6.1 Customer must pay Telstra the Early Termination Charge in <u>Table 48.10</u> where an End User Access is cancelled within 6 months of being activated. 6.2 However, Customer does not have to pay the Early Termination Charge for Migrated End User Accesses in the South Brisbane Exchange Area.
DEFINITIONS	7.	 DEFINITIONS In this document: '100 Mbps Service' is a service whose End User Access has a maximum transmission rate of 100 Mbps downstream and 5 Mbps upstream, except that where the service has an external optical network termination device the End User Access has a maximum transmission rate of 93 Mbps downstream and up to 5 Mbps upstream. '30 Mbps Service' is a service whose End User Access has a maximum transmission rate of 30 Mbps downstream and 1 Mbps upstream. '8 Mbps Service' is a service whose End User Access has a maximum transmission rate of 8 Mbps downstream and 384 kbps upstream. '8 Mbps Service' is a service whose End User Access has a maximum transmission rate of 8 Mbps downstream and 384 kbps upstream. 'Eligible Business Bundle' means a Basic Telephone Service for Business Access (as described in the terms of this agreement relating to the OCT and Declared Services service) provisioned with a new (not Migrated) 8 Mbps Service or 30 Mbps Service at the same end user premises in the South Brisbane Exchange Area. 'Eligible Residential Bundle' means a Basic Telephone Service for Home Access (as described in the terms of this agreement relating to the OCT and Declared Services service) provisioned with a new (not Migrated) 8 Mbps Service or 30 Mbps Service at the same end user premises in the South Brisbane Exchange Area. 'Ethernet Access' means either a 'Standard Access' (as described in the Product Profile for the Wholesale Business Grade Ethernet service) or an 'Ethernet Access' (as described in the Product Profile for the relevant Ethernet service used to provision the Broadband VLAN). 'Migrated' means that a Fibre Access Broadband End User Access has been provisioned to replace a broadband access that was being provided to the end user through Telstra's DSL Layer 2 Internet Grade service, Spectrum Sharing service or Unconditioned Local Loop service (and which has been disconnected). 'South Brisbane E



Section	No.	Description
		Telstra from time to time.
		'Zone 2 or 3 Exchange' means a Telstra exchange indentified as a Zone 2 Exchange or a Zone 3 Exchange in the 'FAB Site List' available on the Telstra Wholesale website or otherwise made available by Telstra from time to time.



CHARGES

INSTALLATION CHARGES

TABLE 48.1 – INSTALLATION CHARGES

Description	Charge
Activation	\$22.50
Installing an optical network termination device	See the Product Pricing for the OCT and Declared Services service
Installing a power supply unit with battery back-up (excluding supply of battery) at the time of initial installation	See the Product Pricing for the OCT and Declared Services service
Replacing an existing power supply unit with a power supply unit with battery back-up (excluding supply of battery) after initial installation	See the Product Pricing for the OCT and Declared Services service

RECURRING CHARGES

TABLE 48.2 – MONTHLY END USER ACCESS CHARGES

Transmission Rate	Zone 1 Exchange	Zone 2 or 3 Exchange	South Brisbane Exchange
8 Mbps Service	\$25.40	\$30.80	\$25.40
30 Mbps Service	\$25.40	\$30.80	\$25.40
100 Mbps Service	\$40.00	\$45.00	\$40.00



Subscribed Data Speed	Charge (per month)
20 Mbps	
50 Mbps	
75 Mbps	
100 Mbps	
125 Mbps	
150 Mbps	
200 Mbps	
250 Mbps	The same price as for VLAN Subscribed Data
300 Mbps	Speed Charges under the Product Pricing for the DSL Layer 2 Internet Grade service (if it forms part of this agreement) Otherwise, POA.
350 Mbps	
400 Mbps	
450 Mbps	
500 Mbps	
550 Mbps	
600 Mbps	1
700 Mbps	
800 Mbps	
900 Mbps	
1,000 Mbps	

TABLE 48.3 – MONTHLY BROADBAND VLAN CHARGES

TABLE 48.4 – MONTHLY MULTIPLE DOMAIN NAME FEATURE CHARGES

Description	Charge (per month)
Telstra-managed Multiple Domain Name feature	\$155
Partially Telstra-managed Multiple Domain Name feature	\$200
Customer-managed Multiple Domain Name feature	\$500

DISCOUNT ON RECURRING CHARGES

 TABLE 48.5 - SOUTH BRISBANE MIGRATION REBATE

Description	Monthly Rebate
Each End User Access	\$10

 TABLE 48.6 - SOUTH BRISBANE ELIGIBLE SERVICE REBATE



Description	Monthly Rebate
New 30 Mbps Service	\$13
30 Mbps Service migrated from a DSL Layer 2 Internet Grade service	\$13
New 8 Mbps Service	\$6
8 Mbps Service migrated from a DSL Layer 2 Internet Grade service	\$6

TABLE 48.7 – SOUTH BRISBANE ELIGIBLE BUNDLE REBATE

Description	Monthly Rebate
Each Eligible Residential Bundle with 8 Mbps Service	\$19.60
Each Eligible Residential Bundle with 30 Mbps Service	\$26.60
Each Eligible Business Bundle with 8 Mbps Service	\$20.77
Each Eligible Business Bundle with 30 Mbps Service	\$27.77

SERVICE MODIFICATIONS AND RELOCATIONS

TABLE 48.8 - SERVICE MODIFICATIONS

Description	Charge
Changing the configuration of an End User Access (e.g. changing the port data transmission rate or changing the configuration of the end user's session)	\$10
Transferring a Broadband VLAN from one N-K number to another N-K number or from one Ethernet Access to another Ethernet Access	As advised by Telstra on 20 business days' notice

MISCELLANEOUS CHARGES

TABLE 48.9 – MISCELLANEOUS CHARGES

Description	Charge
Rejects, withdrawals and retargets associated with a migration request via LOLO/LOLIG (South Brisbane Exchange Area services only)	As advised by Telstra on 20 business days' notice
A Telstra technician attending Customer's premises or the end user's premises to attend a suspected fault when the Customer, end user or a person authorised by either of them is not there	\$90
Incorrectly reporting a fault to Telstra	\$50
Service qualification (per End User Access) (where required)	\$0
Maintaining more than one N-K number for Customer or Customer's group	As advised by Telstra on 20 business days' notice



Description	Charge
Each Fibre Access Broadband transfer request via LOLO/LOLIG	\$22.50
Each reversal of a Fibre Access Broadband transfer request via LOLO/LOLIG (where Customer is the losing service provider of the original transfer request)	\$22.50

EARLY TERMINATION CHARGES

TABLE 48.10 – EARLY TERMINATION CHARGE

Description	Charge	
Early Termination Charge	\$50	