

- (b) FTTC BDSL Products has been triggered by NBN Co issuing the White Paper titled Temporary Special Services White Paper Ethernet-Lite and Wholesale BDSL on 18 July 2019.

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

In this Required Measure 5(A), Direct Special Services of a Covered SS Class and Special Service Inputs that are Service Equivalent to a Covered SS Class supplied to Premises within a Rollout Region with a Disconnection Date which is on or before the relevant Special Disconnection Date (and which do not fall within one of the exceptions set out below) are Covered Special Services

For the avoidance of doubt:

- (a) the Disconnection Date for any remaining W-BDSL and Ethernet Lite BDSL Products and all Special Service Inputs that are Service Equivalent to those Special Service Classes that are within the Covered Access Service Families will be the subsequent Disconnection Dates for the respective Rollout Regions until the Final Sunset Exit Date; and
- (b) the Disconnection Date for all remaining Special Services and Special Services Inputs in the Covered Access Service Families is the Final Sunset Exit Date (including those not in the Covered SS Classes but that are still within the Covered Access Service Families).

The Final Sunset Exit Date has been triggered for the Products in the Covered Access Service Families because the aggregate volumes of these Direct Special Services and Special Service Inputs mean that it is no longer commercially viable for Telstra to support the product.

2

2.1 Application of this Required Measure 5(A)

- (a) For clarity, some of the disconnection processes in this Required Measure 5(A) only apply to the Telstra Services Ethernet Lite BDSL (P), (N), (B) and (C) and Wholesale Business DSL (W-BDSL) (P), (B), (N) and (C) Special Service Classes within each of the Ethernet Lite BDSL and Wholesale Business DSL (W-BDSL) Access Service Families. However, this Required Measure also has provisions dealing with disconnection and the processes for product exits that apply to all Special Service Class(es) in the in the W-

- (c) (c) Telstra supplies various products to Retail customers that fall within the Covered SS Classes under this Required Measure 5(A), including: Connect IP Ethernet Lite, Business IP Ethernet Lite, Ethernet Lite, Business Performance Network Ethernet Lite, Connect IP Telephony Ethernet Lite, GBIP Ethernet Lite, IP COIN and 1-Touch Video, TID Ethernet Lite/BDSL and TBB Ethernet Lite.

2.2 Exceptions to this Required Measure 5(A)

- (a) The following are exceptions to the White Paper Disconnection Process in this Required Measure 5(A):
 - (i) any Access Service Families other than Wholesale Business DSL (W-BDSL) and Ethernet Lite BDSL;
 - (ii) subject to clause 3.2, Double-Ended Special Services, unless and until the later of the dates by which Telstra is required to disconnect the Premises at the A-end or the Premises at the B end of the Double-Ended Special Service in accordance with clauses 22.8, 22.9 and 22.11 of the Plan; and
 - (iii) subject to clause 3.2, Direct Special Services and Special Service Inputs of a Covered SS Class that terminate at an MDU Common Area, which will be disconnected in accordance with clause 1.4 of the Plan.

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

(a)

- (a) The application of the cease sale, order stability period and managed disconnection processes in this Required Measure 5(A) to a particular Premises within a Rollout Region are based on the most current information Telstra has received from NBN Co. This information relates to the underlying Access Technology NBN Co has used or proposes to use to make an individual Premises NBN Serviceable at the time the

Technology to make a Premises within the Fixed Line Footprint in that Rollout Region NBN Serviceable (**Access Technology Change Notification**) and Telstra is entitled to continue to supply the Direct Special Service and Special Service Inputs in a Covered SS Class in accordance with clause 22.13 of the Plan, Telstra will disconnect the Direct Special Service and Special Service Inputs in a Covered SS Class in accordance with clause 10.3 of this Required Measure.

- (d) Subject to clause 3.2, where after the date that is 6 months before the Disconnection Date for a Rollout Region NBN Co first notifies Telstra of the Access Technology it has used or proposes to use to make the Premises within the Fixed Line Footprint in that Rollout Region NBN Serviceable

(iii)

- (a) orders for disconnection of Covered Special Services (including service requests which result in or

Disconnection List), whether or not Telstra had already provided earlier notification of disconnection to that Wholesale Customer.

- (b) Notification of the Preliminary SS Disconnection List to Wholesale Customers will occur no later than when the equivalent information is made available to Retail Business Units.

6.3 6 Month SS Disconnection Lists notified to Wholesale Customers

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

6.4 Dispute process

- (a) Within 20 Business Days of Telstra providing it with a 6 Month SS Disconnection List, a Wholesale Customer may notify Telstra of any Premises or Services on the 6 Month SS Disconnection List which the Wholesale Customer considers should not be subject to Managed Disconnection during the SS Principal Disconnection Window due to:
 - (i) a data error in respect of the service information associated with a

(c)

- (c) Telstra will use reasonable efforts to notify Wholesale Customers of each Further SS Disconnection List within 5 Business Days of the relevant Further Disconnection List being produced by Telstra Operations, and in any event, notification to Wholesale Customers will occur no later than when the equivalent information is made available to Retail Business Units.
- (d) Notification to Wholesale Customers will be provided via the Wholesale Customer Portal.
- (e) The Further SS Disconnection List updated at the date that is 3 months prior to the Special Services Disconnection Date is also known as the 3 Month SS Disconnection List.

6.6 SS In-Train Order Premises List notified to Wholesale Customers

- (a) Where Telstra continues to supply a Covered Special Service to a Premises:
 - (i) that has been identified by NBN Co as a SS In-Train Order Premises as at the date that is 2 months before the Special Services Disconnection Date relevant to that Covered Special Service (**First SS In-Train Order Identification Date**); and
 - (ii) provided that Telstra has been notified by NBN Co that it -6(al)7()-792 .11 Tm/F1 9.96 Tf1 0 0 1

7.2 Final Notification for Wholesale Customers before the Disconnection Date

- (a) Telstra Operations will provide the SS Final Disconnection List to Telstra Wholesale.
- (b) Telstra Wholesale will notify Wholesale Customers of any Wholesale Services supplied at Premises on the SS Final Disconnection List that are to be disconnected in the course of Managed Disconnection during the SS Principal Disconnection Window for that SS Class, however the SS Final Disconnection List will also include any Covered Special Services supplied to SS In-Train Order Premises that were included on the SS In-Train Order List.
- (c) Telstra will use reasonable efforts to notify Wholesale Customers of the SS Final Disconnection List within 5 Business Days of the SS Final Disconnection List being produced by Telstra Operations, and in any event, notification to Wholesale Customers will occur at the same time as, or before, any notification of the SS Final Disconnection List to a Retail Business Unit.
- (d) Notification to Wholesale Customers will be provided via the Wholesale Customer Portal.

7.3 Final Notification for Wholesale Customers after the Disconnection Date

- (a) Where Telstra continue0 g0 000912 0 612 792 r662s2(at)-8(i)5(on)4(s)-5(,)-9(an)4(d)-8(i)5(n)-8(an)-2

- (c) Telstra will notify Wholesale Customers of:
 - (i) the SS Updated Final Disconnection List as soon as reasonably practicable after it is produced by Telstra Operations and, in any event,

Subsequent Order for the provision to an NBN Customer of an NBN Service to a second Premises that it is located within the same MDU as the first Premises or is otherwise adjacent or nearby the first Premises; and

- (ii) the NBN Initial Connection Order or NBN Subsequent Order for the second Premises has not resulted in a commercial wholesale NBN Service having commenced being supplied by NBN Co to the second Premises (and has not been cancelled or revoked) as at the First SS In-Train Order Identification Date or the Second SS In-Train Order Identification Date (and in the case of a NBN Subsequent Order, irrespective of whether and when the Premises became NBN Connected prior to that date); or
- (c) an Attempted NBN Connection Order for the provision of an NBN Service to that Premises has been made and NBN Co has received notification from the relevant NBN Customer that they have made that Attempted NBN Connection Order and that Attempted NBN Connection Order has not resulted in a commercial wholesale NBN Service having commenced being supplied by NBN Co to the Premises (and has not been cancelled or revoked) as at the First SS In-Train Order Identification Date or the Second SS In-Train Order Identification Date (and in the case of a NBN Subsequent Order, irrespective of whether and when the Premises became NBN Connected prior to that date); or
- (d) the Premises becomes NBN Connected within the SS ITO Period applicable for that SS Class, irrespective of the date on which NBN Co received the NBN Initial Connection Order; or
- (e) one or more NBN Subsequent Orders for that Premises have been connected by NBN Co within the SS ITO Period applicable for that Covered SS Class, irrespective of whether and when that Premises became NBN Connected or the date NBN Co received the NBN Initial Connection order; or
- (f) a Premises in a Covered SS Class is otherwise determined to be a SS In-Train Order Premises in accordance with the Definitive Agreements.

To avoid doubt, the SS In-Train Order process does not apply to Premises in respect of FTTC BDSL Products.

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

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

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

(c)

- (i) subject to clause 9.1(d), all Covered Special Services that are required to be disconnected as set out in the SS Updated Final Disconnection List during the SS Principal Disconnection Window; and
 - (ii) all other Direct Special Services and Special Service Inputs in a Covered SS Class in accordance with the specific disconnection arrangements set out in clause 10 of this Required Measure 5(A).
- (c) Disconnections during the SS Principal Disconnection Window will occur in two stages:
 - (i) service disconnection; followed by,
 - (ii) permanent disconnection.

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

- (d) Any Covered Special Service supplied to a Deemed SS ITOP as at the Special Services Disconnection Date for the applicable Covered SS Class ce

10.1 Disconnection of Direct Special Services and Special Service Inputs in a Covered SS Class where the Rollout Region Disconnection Date is after the Special Services Disconnection Date and before the Final Sunset Exit

- (a) In accordance with clauses 22.8 and 22.9 of the Plan, if the Disconnection Date for a Rollout Region is after the relevant Special Services Disconnection Date, then Telstra will:
- (i) continue to supply, and accept new orders clause 4.1 for, Copper Services in that Covered SS Class that are not either NBN Serviceable or a Frustrated Premises;
 - (ii) not accept orders for the supply of new Copper Services in that Covered SS Class at Premises that are either NBN Serviceable or a Frustrated Premises; and
 - (iii) disconnect any existing Copper Services in that Covered SS Class following the Disconnection Date for that Rollout Region,

in accordance with the process that applies to Copper Services which are not Special Services in that Rollout Region.

- (b) If the Premises to which a Direct Special Service or Special Service Input in a Covered SS Class is supplied is located in a Rollout Region which has a Disconnection Date that is after the relevant Special Services Disconnection Date for that Covered SS Class and that Premises is an In-Train Order Premises then:
- (i) a Direct Special Service or Special Service Input in that Covered SS Class that is supplied to that Premises as at the Disconnection Date of that Rollout Region will not be disconnected by Telstra during the Primary Disconnection Window (as defined in Required Measure 2), unless a disconnection order is placed by the customer of the Telstra Wholesale Business Unit or Retail Business Unit;
 - (ii) Telstra may continue to provide each relevant Direct Special Service or Special Service Input which is in that Covered SS Class which it supplied to that In-Train Order Premises as at the Disconnection Date for that Rollout Region up until the date by which Telstra must disconnect the In-Train Order Premises under clause 15.1A(c) or clause 15.1(c) (as applicable) of the Plan;
 - (iii) Telstra will continue to receive from Retail Customers and Wholesale Customers orders for disconnection of Special Services or Special Service Inputs within a Covered SS Class which are supplied to an In-Train Order Premises up to the date specified in clause 15.1A(c)(i)(B), 15.1A(c)(ii)(D) or clause 15.1(c) of the Plan, as applicable; and
 - (iv) Telstra will commence and complete the disconnection of all Direct Special Services and Special Service Inputs in that Covered SS Class that are supplied to that In-Train Order Premises in accordance with clause 15.1A or clause 15.1 of the Plan (as applicable).

(c)

10.2 Types of Premises removed from the

- (i) notify Wholesale Customers of those Direct Special Services or Special Service Inputs which Telstra expects to be subject to disconnection following the Changed Technology Extension Date on the Preliminary SS Disconnection List;
- (ii) continue to notify Wholesale Customers of disconnection on each subsequent 6 Month SS Disconnection List and Further SS Disconnection List in accordance with the arrangements described in clause 6;
- (iii) allow a Wholesale Customer to notify Telstra of any Direct Special Service or Special Service Input supplied to a Changed Technology SS Premises included on the 6 Month SS Disconnection List in accordance with clause 6.4(a), except that a Wholesale Customer may not dispute the inclusion of a Direct Special Service or Special Service Input under clause 6.4(a)(iv) unless there has been a

- (ii) If Telstra is required to disconnect the Direct Special Service or Special Service Input, the disconnection processes and communications regarding disconnection in a Required Measure 5 specific to that SS Class will apply to the Service.

10.3A Disconnection of Special Services supplied to Delayed Notification SS Premises

- (a) If Telstra is notified by NBN Co for the first time of the Access Technology it has used or proposes to use to make the Premises NBN Serviceable on and from the date that is 6 months before the Disconnection Date for the Rollout Region in which that Premises is located and Telstra is supplying a Direct Special Service or Special Service Input to the Delayed Notification SS Premises at the date of that notification and it becomes part of a Covered SS Class, then:
 - (i) Telstra may continue to supply the Direct Special Service or Special Service Input to the Delayed Notification SS Premises in accordance with clause 22.13A of the Plan; and
 - (ii) Telstra will disconnect the Direct Special Service or Special Service Input

ensionf

sa fer (h)-9(eDe207b(l)5(a)21bQ)183end c

(B) references in clause 9 to the SS Service Disconnection Phase refer to the period on and from the date that is 10 Business D20(bQ)183(s)-5(f)-10aefer (he)4(De20(b

Final Sunset Exit Date and complete disconnection of these services as soon as reasonably practicable after the Final Sunset Exit Date.

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

12

- (a) Telstra will report quarterly to the ACCC as part of its Migration Plan Compliance Report, in respect of Premises within the Fixed Line Footprint of Rollout Regions falling in each relevant SS Class, aggregated across the relevant Access Service Family

