

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 Services in the Covered Access Service Families because the aggregate volumes of the Direct Special Services and Special Service Inputs that are in a Covered Access Service Family supply mean that it is no longer commercially viable to support the product.

2 Application

2.1 Application of this Required Measure 5(C)

- (a) For clarity, some of the disconnection processes in this Required Measure 5(C) only apply to the Telstra Services Wholesale ATM (over copper) (P), (B) and (N), ATM (Rebill) (over copper) (P), (B) and (N) and ATM (over copper) (P), (B) and (N) Special Service Classes within each of the Wholesale ATM (over copper), ATM (Rebill) (over copper) and ATM (over copper) Access Service Families.
- (b) Special Service Inputs that have been certified by Wholesale Customers using the code NA or HA and have an Access Technology of (P), (B), or (N) are the Special Service Inputs that fall within the Covered SS Classes under this Required Measure 5(C).
- (c) However, this Required Measure also has provisions dealing with disconnection and the

Family that are not already disconnected at the Final Sunset Exit Date will be exited at the Final Sunset Exit Date and those services will be exited, irrespective of:

- (i) whether the Direct Special Service or Special Service Input is supplied to a Premises within or outside the Fixed Line Footprint for a Rollout Region and regardless of the Rollout Region within which a particular Premises is located;
- (ii) the Access Technology that NBN Co has notified Telstra it has used or proposed to use to make a Premises within the Fixed Line Footprint in a Rollout Region NBN Serviceable; and
- (iii) whether NBN Co introduced a new type of Access Technology to make Premises NBN Serviceable,

(Final Sunset Exit).

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

4 Commencement of stop sell and cease sale for Special Services and Special Service Inputs

4.1 'Stop sell' for the Covered Access Service Families

Telstra will not supply:

- (a) any new Direct Special Services or Special Service Inputs

irrespective of whether the customer is a customer of a Retail Business Unit or of a Wholesale Business Unit.

- (b) _____ is a later date and is of a shorter duration for _____ of ATM Direct Special Services in the ATM (over copper) Access Service Family. However, t _____ in the same manner, irrespective of whether the customer is a customer of a Retail Business Unit or of a Wholesale Business Unit.

5 SS Order Stability Period and no moves or changes period

5.1 Commencement of the SS Order Stability Period

- (a) Subject to clause 5.1(c) of this Required Measure 5(C), Telstra will apply an SS Order Stability Period from the date that is 20 Business Days before the Special Services Disconnection Date for the SS Class until the Covered Special Service is disconnected during the SS Principal Disconnection Window.
- (b) Subject to clause 3.2 of this Required Measure 5(C), if a Premises is a Changed Technology SS Premises or a Delayed Notification SS Premises, in accordance with clause 22.15 of the Plan, any SS Order Stability Period which applied to the previous Disconnection Date will be lifted and the extended date for disconnection under the Plan will be treated as the relevant Disconnection Date for the purposes of applying a SS Order Stability Period.
- (c) Subject to clause 3.2 of this Required Measure 5(C), if the Premises is an SS In-Train Order Premises or a Deemed SS ITOP, Telstra will apply the SS Order Stability Period until a date no later than the latest date after the Special Services Disconnection Date for the SS Class specified in clause 7A.3(c) of this Required Measure 5(C) as the date by which Telstra will permanently disconnect Covered Special Services which are the subject of clause 7A.3(b) of this Required Measure 5(C).

5.2 Exceptions to the SS Order Stability Period

During the SS Order Stability Period for the Covered SS Classes, Telstra will not process any order types in respect of the supply of Copper Services to Premises within the Fixed Line Footprint in a Rollout Region used as a Direct Special Service or Special Service Input, except:

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

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

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

- (a) orders for disconnection of Covered Special Services (including orders for exchange based barring)

- (f) If the parties have failed to resolve a dispute as to whether a Service or Premises is to be included in the 3 Month SS Disconnection List by the date which is 5 Business Days before the 3 Month SS Disconnection List is due to be notified to Wholesale Customers under clause 6.5(c), then Telstra is permitted to include the disputed Service or Premises in the 3 Month SS Disconnection List for that SS Class.

- (g) If the Special Service or Special Service Input is in a Covered SS Class in a Rollout Region which has a Disconnection Date which is after the Disconnection Date for the SS Class, then the Dispute process set out in clause 3.2 of Required Measure 2 will apply, except that a Wholesale Customer may only raise a dispute in respect of a Premises on the Preliminary Disconnection List in accordance with clause 3.2(a)(i)

For the avoidance of doubt, the Wholesale ATM (over copper) and ATM (Rebill) (over copper) Services Lists

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 continues to supply a Covered Special Service to a Premises:
 - (i) that has been identified by NBN Co as a SS In-Train Order Premises as at the Special Services Disconnection Date (**Second SS In-Train Order Identification Date**); and
 - (ii) provided that Telstra has been notified by NBN Co that it is a SS In-Train Order Premises under and in accordance with the Definitive Agreements;

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

- (b) For the purposes of clause 7.3(a), the SS Updated Final Disconnection List is created by removing the following from the SS Premises Address List:
 - (i) any Covered Special Services supplied to a SS In-Train Order Premises identified by NBN Co on the First SS In-Train Order Identification Date and notified to Telstra under clause 6.6(a) that remain SS In-Train Orders on the Second SS In-Train Order Identification Date;
 - (ii) any additional Direct Special Services and Special Service Inputs in a Covered SS Class which have become Changed Technology SS Premises or Delayed Notification SS Premises during the period from 6 months prior to the Rollout Region Disconnection Date up to that Disconnection Date that qualify for an extension of disconnection under clause 22.13 or clause 22.13A of the Plan; and

any additional Covered Special Services supplied to a SS In-Train Order Premises identified by NBN Co on the Second SS In-Train Order Identification Date and notified to Telstra under clause 7.3(a) above,

(the SS Updated Final Disconnection List).

- (c) Telstra will notify Wholesale Customers of:
 - (i) the SS Updated Final Disconnection List as soon as reasonably practicable after it is produced by Telstra Operations and, in any event, notification will occur no later than when the equivalent information is made available to Retail Business Units; and
 - (ii) any additional Covered Special Services which Telstra has identified as being supplied to Deemed SS ITOPs as at the Special Services Disconnection Date as soon as reasonably practicable after the Special Services Disconnection Date.

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

7A.1 Application of Clause 7A

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

7A.2

been cancelled or revoked) as at the First SS In-Train Order Identification Date or the Second SS In-Train Order Identification Date (and in the case of a NBN Subsequent Order, irrespective of whether and when the Premises became NBN Connected prior to that date); or

- (d) the Premises becomes NBN Connected within the SS ITO Period applicable for that SS Class, irrespective of the date on which NBN Co received the NBN Initial Connection Order; or
- (e) one or more NBN Subsequent Orders for that Premises have been connected by NBN Co within the SS ITO Period applicable for that Covered SS Class, irrespective of whether and when that Premises became NBN Connected or the date NBN Co received the NBN Initial Connection order; or
- (f) a Premises in a Covered SS Class is otherwise determined to be a SS In-Train Order Premises in accordance with the Definitive Agreements,

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

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

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

- (b) disconnect all other Direct Special Services and Special Service Inputs in a Covered SS Class in accordance with the specific disconnection arrangements set out in clause 10 of this Required Measure 5(C); and
- (c) apply service disconnection to all remaining Direct Special Services and Special Service Inputs that are Service Equivalent in a Covered Access Service Family in

by the date that is 25 Business Days after the Disconnection Date (**SS Service Disconnection Phase**).

(b)

10 Disconnection of Remaining Premises

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 Special Services Disconnection Date (29 April 2019), then Telstra will:

- (i) continue to supply, and only accept new orders stop s date set out at 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,

using 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 supplier ccc

disconnection in clauses 6 to 9 of this Required Measure 5 BDC q0.0DoG)7.70912 0 612 792 reV

- (c) If Telstra is notified of a change in the Access Technology used or proposed to be used to make a Premises NBN Serviceable on and from the date that is 6 months before the Disconnection Date for the Rollout Region and Telstra is supplying a Direct Special Service or Special Service Input in a Covered SS Class to that Premises at

- (iv) disconnect all Direct Special Services or Special Service Inputs supplied to a Delayed Notification SS Premises that are required to be disconnected as set out in the SS Final Disconnection List during the Technology Extension Disconnection Window; and

disconnected in accordance with the disconnection arrangements in clause 11 of this Required Measure.

11 Disconnection on the Final Sunset Exit Date

- (a) Subject to clause 11.1(c), Telstra will disconnect all remaining active Special Services and Special Service Inputs in a Covered Access Service Family that are set out on the Final Wholesale ATM (over copper) and ATM (Rebill) (over copper) Services List.
 - (b) Subject to clause 11.1(c), Telstra will commence the disconnection of all Services set out on the Final Wholesale ATM (over copper) and ATM (Rebill) (over copper) Services List on the date that is 1 Business Day after the 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(C) 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.
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12 Reporting

- (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 SS Class, aggregated across the relevant Access Service Family:
 - (i) the total number of Covered Special Services estimated at key dates for the period that is 9 months before the Special Services Disconnection Date until the date that is 55 Business Days after the Special Services Disconnection Date;
 - (ii)

