

# **Required Measure 5(D) – Disconnection Process for Special Services and Special Service Inputs for the Access Service Families DDS Fastway, Data Access Radial, Megalink, Frame Relay, ISDN 2 and ISDN10/20/30**

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## **1 Background**

Telstra has announced that it has decided to exit DDS Fastway, Data Access Radial, Megalink, Frame Relay, ISDN2 and ISDN10/20/30 products across all geographic regions for wholesale and retail customers due to platform obsolescence issues. Telstra intends that the product exits will occur in line with the NBN fixed network rollout until the final exit date applicable to the relevant Access Service Family occurs.

(a) 31 May 2019, for the DDS Fastway, DAR and Megalink Products;

(b)

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## **2 Application**

### **2.1 Application of this Required Measure 5(D)**

- (a) For clarity, this

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## 3 Disconnection arrangements

### 3.1 Disconnection Dates for each Covered SS Class of Direct Special Service

- (a) The Disconnection Date for each Covered Special Service is the relevant Special Services Disconnection Date as set out in clause 1 of this Required Measure 5(D).
- (b) Subject to clauses 3.1(c) to (e) and clauses 3.3(a) and 3.4(a) of this Required Measure 5(D), as part of this product exit, in accordance with clauses 22.8 and 22.9 of the Plan if a Direct Special Service or Special Service Input in a Covered SS Class is supplied in a Rollout Region with a Disconnection Date that is after the relevant Special Services Disconnection Date for a Covered SS Class, the standard rules for disconnecting the Services will apply to the Direct Special Services and Special Service Inputs in that Covered SS Class supplied to a Premises in that Rollout Region as they apply to any other Copper Services that are not Special Services supplied to a Premises in that Rollout Region.
- (c) Subject to clauses 3.3(a) and 3.4(a), where after the date that is 6 months before the Disconnection Date for a Rollout Region NBN Co notifies Telstra of a change in the Access Technology used or proposed to be used to make a Premises within the Fixed Line Footprint in that Rollout Region NBN Serviceable (**Access Technology Change Notification**) and, as a result, 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 5(D).
- (d) Subject to clauses 3.3(a) and 3.4(a), 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 (Delayed Access Technology 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 22.13A of the Plan, Telstra will disconnect the Direct Special Service and Special Service Inputs in a Covered SS Class in accordance with clause 10.3A of this Required Measure 5(D).
- (e) Where a Relevant Atomic Service is supplied to a Critical Infrastructure Premises, Telstra will disconnect the Relevant Atomic Service in accordance with clause 10.7 of this Required Measure 5(D).

### 3.2 Final Sunset Exit (applies to all Services in a Covered Access Service Family)

- (a) Telstra has announced that it intends to exit any remaining Direct Special Services and Special Service Inputs in a Covered Access Service Family on a national basis, across both Telstra Wholesale and Telstra Retail Business Units. This means that Direct Special Services and Special Service Inputs in a Covered Access Service Family that are not already disconnected as at the Final ISDN Exit Date or Final Non-ISDN Exit Date (as relevant) will be exited at the Final ISDN Exit Date or Final Non-ISDN Exit Date (as relevant), and those services disconnected, 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;

 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; and

(iii) whether NBN Co introduces a new type of Access Technology to make Premises NBN Serviceable,

**(Final Sunset Exit).**

### **3.3 Final Exit Date for Covered ISDN Access Service Families (applies to all Services in a Covered ISDN Access Service Family)**

(a) The date for the Final Sunset Exit of the Covered ISDN Access Service Families is 31 May 2022 (**Final ISDN Exit Date**). This means that all Services within the Covered ISDN Access Service Families that are not already disconnected, and which remain active on the Final Sunset Exit Date, will be exited at the Final ISDN Exit Date and those services disconnected in accordance with clause 11 of this Required Measure 5(D), 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 o0912 0 612 792 reW\*nBT/F

- (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

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(D) 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(D).

## **5.2 Exceptions to the no moves or changes period**

During the No Changes Period for the Covered Special Services, 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 in a Covered SS Class, except:

- (a) orders for disconnection of Covered Special Services (including orders for number









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## 6A Communication with Wholesale Customers prior to Final ISDN Exit Date and Final Non-ISDN Exit Date

**Explanatory Note:** From the publication of this amended Required Measure 5(D), Wholesale Customers will need to read the ISDN Services Lists or DDS Fastway, Data

## **6A.2 DDS Fastway, Data Access Radial, Megalink, Frame Relay Services Lists notified to Wholesale Customers**

Telstra will provide the following to each Wholesale Customer who continues to acquire a Special Service or Special Service Input in a Covered DDS Fastway, Data Access Radial, Megalink Frame Relay Access Service Family:

- (a) an Initial DDS Fastway, Data Access Radial, Megalink, Frame Relay Services List by 9 months before the Final Non-ISDN Exit Date which includes all active Special Services and Special Service Inputs in a Covered DDS Fastway, Data Access Radial, Megalink, Frame Relay Access Service Family which Telstra expects to be subject to disconnection from the Final Non-ISDN Exit Date;
- (b) once per month from the date that is approximately 6 months before the Final Non-ISDN Exit Date until the date that is 1 month before to the Final Non-ISDN Exit Date, an updated list which includes any remaining active services Telstra expects to be subject to disconnection from or before the Final Non-ISDN Exit Date (**Updated DDS**

- (b) The Wholesale Customer may not raise a dispute in respect of Services on an ISDN Services List or DDS Fastway, Data Access Radial, Megalink, Frame Relay Services List (as relevant) on the basis of any concern as to whether or not a relevant Premises is passed or NBN Serviceable.
- (c) Telstra will respond to any dispute notified to it by a Wholesale Customer under clause 6A.3(a) in accordance with the processes outlined in the relevant supply agreement.
- (d) If the parties have failed to resolve a dispute as to whether a Service is in a Covered ISDN Access Service Family or Covered DDS Fastway, Data Access Radial, Megalink, Frame Relay Access Service Family (as relevant) by the date which is 15 Business Days before the Final ISDN Exit Date or Final Non-ISDN Exit Date (as relevant), then Telstra is permitted to treat the Service as being in a Covered ISDN Access Service Family or Covered DDS Fastway, Data Access Radial, Megalink, Frame Relay Access Service Family (as relevant) and disconnect that Service.

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## **7 Commencement of Disconnection of Special Services**

### **7.1 Application of Clause 7**

Clause 7 does not apply to Premises in respect of ISDN (C) Products.

### **7.2 SS Final Disconnection List**

- (a) As soon as Telstra is notified by NBN Co of Premises:
  - (i) that do not form part of the final Fixed Footprint List; or
  - (ii) that are SS In-Train Order Premises for a Covered SS Class,Telstra will update its database accordingly.
- (b) Telstra Operations will create a list specifying all the Direct Special Services and

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;

(iv) any Copper Services supplied to Affected Premises in the Rollout Region on the Disconnection Date for the SS Class but only to the extent that Telstra is prevented by law from ceasing the provision of those Copper Services to that Affected Premises and disconnecting the Premises; and

(v) any Relevant Atomic Services supplied to Critical Infrastructure Premises,

and will be the SS Final Disconnection List for the Covered SS Class(es).

(d) For clarity, MDU Common Areas will not be included in the SS Final Disconnection List provided that Telstra has been notified by NBN Co that a relevant Premises is an MDU Common Area.

(e) For clarity, any Covered Special Services supplied to Premises notified to Telstra by NBN Co as being an SS In-Train Order Premises will remain on the SS Final Disconnection List.

### **7.3 Final Notification for Wholesale Customers before the Disconnection Date**

(a) 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.

(b) 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.

(c) Notification to Wholesale Customers will be provided via the Wholesale Customer Portal.

### **7.4 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 Service SS Final Disconnection Date (**Second SS In-Train Order Identification Date**) and

(ii) provided that Tels

- (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 6.5(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
  - (iii) 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)

## 7A.2 Categories of SS In-Train Order Premises

For the purposes of clause 6.5, clause 7 and clause 7A of this Required Measure 5(D), a Premises in a Covered SS Class is a **SS In-Train Order Premises** for that Covered SS Class, and any relevant order is an **SS In-Train Order** for that Covered SS Class, if:

- (a) an NBN Initial Connection Order or NBN Subsequent Order for the provision to an NBN Customer of an NBN Service to that Premises:
  - (i) has been received by NBN Co as at; and
  - (ii) 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 an NBN Subsequent Order, irrespective of whether and when the Premises became NBN Connected prior to that date); or

- (b) in respect of that Premises:
  - (i) NBN Co has identified that a Special Service or Special Service Input in that Covered SS Class supplied to that Premises is to be replaced by an NBN Service that is the subject of an NBN Initial Connection Order or NBN 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



- (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 practicable after the date that is 170 Business Days after the Special Services Disconnection Date for the relevant Covered SS Class.

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## **8 Disconnection of Special Services and Special Service Inputs within a Covered Access Service Family**

### **8.1 Disconnection arrangements - Covered DDS Fastway, Data Access Radial, Megalink, Frame Relay Access Service Families**

Telstra will:

- (a) subject to clause 9.1(d), disconnect 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;
- (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(D); 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 accordance with the Final Sunset Exit arrangements set out in clause 3.2, 3.4, 6A and 11 of this Required Measure 5(D).

### **8.2 Disconnection arrangements - Covered ISDN Access Service Families**

Telstra will:

- (a) subject to clause 9.1(d), disconnect all ISDN10/20/30 (P), (B) and (N) and all Special Service Inputs that are Service Equivalent to those Special Service Classes that are within the Covered ISDN Access Service Families as set out in the SS Updated Final Disconnection List during the SS Principal Disconnection Window applicable to the Frame Relay and ISDN Products;
- (b) disconnect all other ISDN10/20/30 (P), (B) and (N) and all Special Service Inputs that are Service Equivalent to those Special Service Classes that are within the Covered ISDN Access Service Families in accordance with the specific disconnection arrangements set out in clause 10 of this Required Measure 5(D) applicable to the Frame Relay and ISDN Products; and
- (c) apply service disconnection to all remaining Direct Special Services and Special Service Inputs that are Service Equivalent within the Covered ISDN Access Service Families (including all ISDN (C) Products) in accordance with the Final Sunset Exit arrangements set out in clause 3.3, 6A and clause 11 of this Required Measure 5(D).

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## 9 Managed Disconnection of Special Services and Special Service Inputs within a Covered SS Class

### 9.1 Managed Disconnection

- (a) For the purposes of this Required Measure 5(D), the SS Principal Disconnection Window refers to the period on and from 15 Business Day after the Special Services Disconnection Date up to and including the date that is 55 Business Days after the relevant Special Services Disconnection Date.
- (b) Telstra will disconnect:
  - (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(D); and
- (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 that the applicable Covered SS Class for that Covered Special Service and is listed on the SS Updated Final Disconnection List will be permanently disconnected in accordance with clause 7A.3. For clarity, clause 9.2 and 9.4 of this Required Measure 5(D) do not apply to these Covered Special Services.





remain active on the Final Sunset Exit Date, will be subject to disconnection in accordance with clause 3.3 and clause 11 of this Required Measure 5(D). For the avoidance of doubt, this includes all ISDN (C) Products.

(d) Notwithstanding anything to the

- (ii) Telstra will disconnect the Direct Special Service or Special Service Input applying the disconnection processes and communications regarding disconnection in clauses 6 to 9 of this Required Measure 5(D) and, where clauses 22.13(a)(i), 22.13(a)(ii)(B) or clause 22.13(b) apply, the processes and communications regarding disconnection in clauses 6, 7, 8 and 9 of this Required Measure 5(D) will be applied as modified by clause 10.3(b) of this Required Measure 5(D).
- (b) In disconnecting Direct Special Services or Special Service Inputs in a Covered SS Class supplied to the Changed Technology SS Premises, in accordance with clause 10.3(a), Telstra will:
  - (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 Future

as applicable, up to and including the date that is 55 Business Days after the Changed Technology Extension Date.

- (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 the time of the change in Access Technology, no longer forms part of a Covered SS Class, then:
  - (i) Telstra may continue to supply the Service to the Changed Technology SS Premises in accordance with clause 22.13 of the Plan; and
  - (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 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

(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

(c)



- (c) For the avoidance of doubt, Direct Special Services and Special Service Inputs of a Covered SS Class that is subject to a Final Sunset Exit Date will be disconnected in accordance with the disconnection arrangements in clause 11 of this Required Measure.

## 10.7 Disconnection of Relevant Atomic Services at Critical Infrastructure Premises

- (a) In respect of each Relevant Atomic Service supplied to a Critical Infrastructure Premises at the Special Services Disconnection Date for DDS Fastway, DAR and Megalink Products:
  - (i) Telstra may continue to supply the Relevant Atomic Service to the Critical Infrastructure Premises until the 31 December 2020 (**Critical Infrastructure Extension Date**); and
  - (ii) Telstra will disconnect the Relevant Atomic Service to the Critical Infrastructure Premises during the period on and from 5 Business Days after the Critical Infrastructure Extension Date to the date that is 55 Business Days after the Critical Infrastructure Extension Date (**Critical Infrastructure Disconnection Window**). Disconnection during the Critical Infrastructure Disconnection Window will happen in two stages;
    - (E) Telstra will commence service disconnection from the date that is 5 Business Days after the Critical Infrastructure Extension Date up to and including/complete service disconnection by the date that is 20 Business Days after the Critical Infrastructure Extension Date (**Critical Infrastructure Service Disconnection Phase**); and
    - (F) after the Critical Infrastructure Service Disconnection Phase and up until the end of the Critical Infrastructure Disconnection Window, Telstra will perform permanent disconnection of the Relevant Atomic Services. -2(xit)TJET600912 0 6
- (b) If a Relevant Atomic Service at a Critical Infrastructure Premises forms part of a Double Ended Special Service (including where the A end and B end are located in the same Rollout Region), Telstra will continue to provide the Relevant Atomic Clock Service in accordance with clause 22.11 of the Plan. To avoid doubt, this is subject to any applicable Final Sunset Exit Date

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## 11 Disconnection from the Final Sunset Exit Date

### 11.1 Disconnection of Special Services and Special Service Inputs in a Covered Access Service Family as part of the Final Sunset Exit

- (a) Subject to clause 11.1(c), Telstra will disconnect all remaining active Special Services and Special Service FI(v)6(ii)0 g0 (an)4(d )-8(S)4(pe)4(c)-17(i)5(a)-9(l)5( S)-6(erv)-8(i)5(c)-5(e FI(v)9.9n

disconnection of these services as soon as reasonably practicable after the Final ISDN Exit Date or Final Non-ISDN Exit Date (as relevant).

- (c) Notwithstanding clauses 11.1(a)-(b) of this Required Measure 5(D) 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 ISDN Access Service Family or the Final DDS Fastway, Data Access Radial, Megalink, Frame Relay Services List (as relevant) beyond the Final ISDN Exit Date or Final Non-ISDN Exit Date (as relevant) 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.

## Attachment A – Excluded SS Order Types

Order Description	Service Restriction application during the No Changes Period
<b>Apply exchange based barring and suspension</b>	

**Order and service remediation, reversals, reconnections for error or credit management purposes**

Any remediation needed to

These order types will not be blocked during the No Changes Period for both Wholesale and Retail customers. Note that business-as-usual timeframes will apply to the processing of any orders received during the No Changes Period. In the event the order is received and not completed prior to the Special Services Disconnection Date, the service will be disconnected as per the disconnection requirements.

