



BUSINESS SERVICES AGREEMENT VARIATION

VARIATION AGREEMENT 18

YOUR DETAILS

Name Data Action Pty Ltd (you or your)
ABN 32 008 102 690
Address 55 Currie Street,
Adelaide SA 5000

OUR DETAILS

Name Telstra Corporation Limited (ABN 33 051 775 556) (we, us or our)
Address for Notices General Manager, Contract Management
Locked Bag 6502, Sydney NSW 2001
Fax Number 1300 886 281

- A. The parties entered into a Business Services Agreement for the provision of telecommunication services dated 30 June 2014 (**Agreement**).
- B. The parties agree that from the date this Variation Agreement is signed by the last party, the Agreement will be varied in accordance with the terms of this Variation Agreement. Subject to the variations, the Agreement will continue in full force and effect.
- C. Terms used in this Variation Agreement have the same meaning as terms defined in the Agreement.

AGREED BY YOU

Signed for you by your authorised representative:

Signature  Date 30/9/2021 | 10:46 AM ACST
DocuSigned by: 113A4AACD79A439...
Print Name Jarrod Sawers Position Acting Chief Executive Officer

AGREED BY US

Signed for us by our authorised representative:

Signature  Date 30/9/2021 | 11:40 AM AEST
DocuSigned by: 031218C6CB7C474...
Print Name Rob Frost Position GM SA/NT - Telstra Enterprise

The terms of the Agreement are varied as follows:

CLAUSE	VARIATION
Schedule 3 – Data Services	Amend as follows: SERVICE START DATE: From the date the last party signs Variation Agreement 18.
Schedule 3 – Data Services Clause 1.2	Delete the contents of Clause 1.2 in its entirety and replace with: Upon your request, we will provide you Adaptive Network solutions subject to the terms set out in Att11 to this Schedule 3.
Schedule 3 – Data Services Clause 3.5(b)	Delete the contents of clause 3.5 (b) and the associated table in its entirety and replace with “Not Used”
Att 11 to Schedule 3 - Adaptive Network Services	Insert the new Att 11 to Schedule 3 – Adaptive Network Solution and Appendix 1 to Att 11 – Pricing attached to this Agreement at Annexure A immediately following Att 10 to Schedule 3 Telstra Internet Direct – Price List

Annexure A**Att 11 To Schedule 3 - Adaptive Network Solution****1 SERVICE DESCRIPTION**

- 1.1 The Adaptive Network solutions which you may apply to order under this Service Schedule are set out in the Attachments. The Adaptive Network solutions are further described in Our Customer Terms.

2 AVAILABILITY AND ORDERING

- 2.1 When you request to order an Adaptive Network solution or a feature, option, change or work related to your Adaptive Network solution, we will confirm at that time whether your request is feasible and available for order. You will need to submit the applicable Service Order Form to order a service or request a change unless we notify you otherwise.
- 2.2 We may cancel your order if our obligations to nbn™ prevent us from building any Telstra fibre infrastructure required to supply your requested Adaptive Network solution. In such circumstances, we will exercise reasonable endeavours to offer you the opportunity to order an alternative service on the terms applicable for that service.

3 PRICING

- 3.1 The pricing for your Adaptive Network solutions is the List Price which is subject to change. We may also charge you any additional ancillary fees (such as change fees) that are set out in Telstra Connect.
- 3.2 Your discounts off the List Price are:
- (a) set out in the Appendix 1 to this Attachment;
 - (b) are fixed for the Minimum Spend Term;
 - (c) subject to the spend conditions below.
- 3.3 The discounts for your Adaptive Network solutions will be effective from implementation into our billing systems.

SPEND CONDITIONS

- 3.4 All individual Adaptive Network solutions are offered on a month to month basis and you can add, change and remove them during the Minimum Spend Term provided you maintain the minimum Spend per Quarter across all your Adaptive Network solutions.
- 3.5 The minimum Spend per Quarter for your Adaptive Network solutions is: No minimum Spend per Quarter applies.
- 3.6 We will monitor your Spend for each Quarter after the Service Start Date. If you do not meet the Adaptive Networks minimum Spend amount in any Quarter during the Minimum Spend Term, we may invoice you for an amount equal to the difference between your actual spend and the Adaptive Networks minimum Spend amount.

INSTALLATION FEES

- 3.7 You can elect to pay Installation fees for Adaptive Network solutions upfront or in instalments with an MRO.
- 3.8 GST on the full Installation fee will be charged on the first invoice and remaining MRO payments will not have GST applied.
- 3.9 Details of your MRO term and monthly payments can be found in your quote.

Annexure A

- 3.10 Any discount of the Installation fees applies to all new Access Services added during the Service Schedule Term provided you maintain that Access Service for a period equal in length to the Minimum Spend Term of your initial site(s).

RELOCATION FEES

- 3.11 If you wish to relocate your Access Service before the end of the Minimum Spend Term, we will:
- (a) waive any applicable early termination charge for your existing site; and
 - (b) apply the applicable discount to the Installation fees for your new site in accordance with clause 3.10.

4 EARLY TERMINATION CHARGE

- 4.1 If your Access Service is cancelled for any reason other than for our material breach and:
- (a) we have discounted the Installation fees and the Access Service is cancelled before the end of the Minimum Spend Term (or the period specified in clause 3.10 as applicable), then we may charge you an amount up to 100% of the List Price discount you received on the Installation fee for the cancelled Access Service;
 - (b) you are paying an MRO in connection with the cancelled Access Service, we may charge you an amount equal to 100% of the MRO charges multiplied by the number of months remaining in the MRO term at the date of cancellation.

5 DEFINITIONS

- 5.1 In this Attachment, unless otherwise stated:

Access Service means Telstra Fibre, nbn™ TC2, nbn™ TC4 and/or nbn™ Enterprise Ethernet.

Quarter means each full 3 calendar month period commencing on 1 July, 1 October, 1 January, and 1 April in any year.

Spend means the GST exclusive amount of money that we bill you.

Installation fee means the fees that we charge you for installing the Adaptive Network solution as set out in the List Price, unless discounted in the Service Schedule.

List Price(s) means the price lists for Adaptive Network solutions published in Telstra Connect.

Minimum Spend Term means a period commencing on the Service Start Date and continuing for the Service Schedule Term.

MRO means a monthly repayment option of 12, 24 or 36 months.

Annexure A

Appendix 1 to Att 11 - Pricing

SERVICES	PRICING		
Telstra Fibre is the network access component needed to connect to Telstra's fixed network.	Standard Installation fee	List Price less	
	Telstra Fibre Single Uplink	100%	
	Telstra Fibre Dual Access		
	Telstra Fibre Fully Redundant		
	Telstra Fibre Data Centre Rate Card Single Uplink	100%	
	Telstra Fibre Data Centre Rate Card Fully Redundant		
	Monthly Service Fees	List Price less	
	Telstra Fibre Single Uplink	10%	
	Telstra Fibre Dual Access		
	Telstra Fibre Fully Redundant		
	Telstra Fibre Data Centre Rate Card Single Uplink	0%	
	Telstra Fibre Data Centre Rate Card Fully Redundant		
	Conditions:		
	<ul style="list-style-type: none">• The connection charges above do not include any charges relating to any cabling and any other equipment that is required to connect from the Network Boundary Point to your equipment.• If you request us to relocate this Telstra Fibre connection charges set out in Telstra Connect will apply.• Installation discount applies to standard installations only. Non-standard installations include where you request a dedicated NTU or requests relocation of the NTU.		
	nbn™ Enterprise Ethernet is a non-contention based symmetrical service, delivered over a dedicated nbn fibre connection extended from a fibre access node into your premises.	Standard Installation fee	List Price less
		nbn Enterprise Ethernet Single Uplink High CoS	100%
		nbn Enterprise Ethernet Single Uplink Low CoS	
Monthly Service Fees		List Price less	
nbn Enterprise Ethernet Single Uplink High CoS		10%	
nbn Enterprise Ethernet Single Uplink Low CoS			
nbn™ Ethernet TC2 is a non-contention based symmetrical service, delivered over nbn's Multi-Technology Mix fibre network.	Standard Installation fee	List Price less	
	nbn Ethernet TC2 Single Uplink	100%	
	Monthly Service Fees	List Price less	
	nbn Ethernet TC2 (BIP Service)	5%	
	nbn Ethernet TC2 (TID Service)	4%	

Annexure A

nbn™ Broadband TC4 is a contention based service with asymmetrical download and upload speeds, delivered over nbn's Multi-Technology Mix fibre network.	Standard Installation fee	List Price less
	nbn Broadband TC4	100%
	Monthly Service Fees	List Price less
	nbn Broadband TC4	8%
Business IP Adapt is an Internet Protocol based data network solution comprising IP connectivity.	Activation Fee	List Price less
	Business IP Adapt Single Uplink	100%
	Business IP Adapt Redundant	
	Business IP Adapt Data Centre Rate Card Single uplink	100%
	Business IP Adapt Data Centre Rate Card Redundant	
	Business IP Adapt on nbn Broadband TC4	100%
	Monthly Service Fees	List Price less
	Business IP Adapt Single Uplink	15%
	Business IP Adapt Redundant	
	Business IP Adapt Data Centre Rate Card Single Uplink	0%
	Business IP Adapt Data Centre Rate Card Redundant	
	Business IP Adapt on nbn Broadband TC4	8%
Telstra Internet Direct Premium Adapt gives you high performance dedicated connection to the internet that lets you connect to the Internet via our points of presence around Australia	Activation Fee	List Price less
	Telstra Internet Direct Premium Adapt Single Uplink	100%
	Telstra Internet Direct Premium Adapt Redundant	
	Monthly Service Fees	List Price less
	Telstra Internet Direct Premium Adapt Single Uplink	10%
	Telstra Internet Direct Premium Adapt Redundant	
Telstra Internet Direct Lite Adapt gives you high performance connection to the internet that lets you connect to the Internet via our points of presence around Australia	Activation Fee	List Price less
	Telstra Internet Direct Lite Adapt Single Uplink	100%
	Monthly Service Fees	List Price less
	Telstra Internet Direct Lite Adapt Single Uplink	10%