

Quarters until you achieve in a subsequent Quarter 100% of the amount in clauses 17.1 and 17.2 above (based on the previous off-tariff or discounted pricing).

- 17.5 If you do not achieve at least 70% of the amount in clauses 17.1 and 17.2 above, we may on 7 days notice terminate the relevant Service Schedule(s).

18 2011 AGREEMENT

- 18.1 The parties agree that:

- (a) subject to clause 18.1(b), the 2011 Agreement is terminated effective from the Start Date;
- (b) the following items listed in Attachment 1 to Schedule 2 of the 2011 Agreement, and as set out in Att 1 to Service Schedule 3 of this Agreement will continue:
 - (i) IP Wide Area Port, Annual Interconnect Bandwidth Charges table; and
 - (ii) IP WAN Monthly Port Charge – ADSL IP Access, which will continue for 12 months from the Start Date for the purposes of allowing you to transition to Connect IP services.

19 DEFINITIONS

- 19.1 In this Agreement, unless otherwise stated:

Act means the Telecommunications Act 1997 (Cth).

Business Day means any day other than a Saturday, Sunday or recognised public holiday in the jurisdiction in clause 16.2.

Early Termination Charge means the early termination charge(s) for a Service (if any) set out or referred to in the Service Schedule or the relevant section of Our Customer Terms for that Service.

Facility means facility as defined in the Act and includes any line, equipment, tower, mast, antenna, tunnel, hole, pit or pole used in connection with a Service.

Intellectual Property Rights means all current and future registered rights in respect of copyright, designs, circuit layouts, trademarks, trade secrets, domain names, database rights, know-how and confidential information and any other intellectual property rights as defined by Article 2 of the World Intellectual Property Organisation Convention of July 1967, excluding patents.

Our Customer Terms means the Standard Form of Agreement formulated by Telstra for the purposes of Part 23 of the Act, as amended by us from time to time in accordance with the Act.

Premises means any land, building, structure, vehicle or vessel which is owned, leased or occupied by you containing a Facility or a Service, or to which a Service is supplied.

Service means the service set out or referred to in a Service Schedule and includes any individual service or component which constitutes the service.

Service Schedules means the Schedules attached or added to these Agreement Terms for a Service.

Service Start Date for a Service means the date set out in the relevant Service Schedule.

Service Schedule Term for a Service means the period for that Service set out in the relevant Service Schedule.

Rollover Amount means the amount of \$31,140.72 (GST Incl.), being the accumulated funds remaining in the TIF account created pursuant to clause 15 of the Business Services Agreement between the parties dated 30 May 2011.

Taxes means a tax, levy, duty, charge, deduction or withholding, however described, imposed by law or a government agency, together with any related interest, penalty or fine, including in respect of GST, but excluding income tax.

Attachment 1 - Resale Service Terms

Capitalised terms are defined in this Agreement (including clause 11 of this Attachment).

1 RESALE SERVICES

- 1.1 These Resale Service Terms apply to the Resale Services, and any reference to Services in the Agreement includes the Resale Services. To the extent of any inconsistency between this Attachment and any other part of the Agreement, this Attachment prevails in respect of the Resale Services to the extent of the inconsistency.
- 1.2 We agree that you may resell the Resale Services in Australia to End Users for the Term, subject always to the terms and conditions of this Attachment. For the avoidance of doubt, you may not resell any services set out in Schedules 8 and 9 of this Agreement.

Relationship of the Parties

- 1.3 The relationship of the parties is that of independent contractors and nothing in this Agreement is to be treated as creating an employee/employer relationship, agency relationship, partnership or joint venture between the parties.
- 1.4 You must not incur or purport to incur any liability on our behalf.

2 PRICING

- 2.1 The price at which you supply the Resale Services to End Users will be in your sole discretion.

3 YOUR OBLIGATIONS

- 3.1 You acknowledge and agree that:
 - (a) it is your responsibility to comply with all relevant legal and regulatory requirements industry codes and/or standards (including your applicable obligations if you are a Carriage Service Provider or Carrier for the purposes of the Act); and
 - (b) to the extent that you are a Carriage Service Provider or Carrier for the purposes of the Act, clause 8.3(d) (Suspension or Cancellation of Services) of the Agreement Terms will not apply in respect of the Resale Services.
- 3.2 You acknowledge that you and/or the End Users may be required to enter into additional terms and conditions in relation to the Resale Services (such as software end user licence terms). If we provide any software to you as part of providing the Resale Services, you must only distribute such software to the End Users.

4 END USER OBLIGATIONS

- 4.1 You must ensure that the agreement between you and an End User in relation to the resale of the Resale Services contains provisions:
 - (a) which ensure you are able to comply with this Service Schedule (including any restrictions on use of the Resale Services);
 - (b) enabling supply of the Resale Services in respect of the End User to be suspended or terminated on the same terms as we may suspend or terminate the provision of the Resale Services to you; and
 - (c) that will enable us, on your behalf, to enter the End User's Premises and install, maintain, remove or otherwise deal with any Facility belonging to us which is connected with that Resale Service.

4.2 You acknowledge and agree that you are responsible for:

- (a) resolving any disputes raised by your End Users;
- (b) all liability in respect of any amounts payable by your End Users to you; and
- (c) any failure by your End Users to comply with any terms of this Agreement applicable to the use of the Resale Services, as if references in this Agreement to you, were references to each End User.

5 CONTACT WITH END USERS

5.1 You acknowledge and agree that we may contact and deal with End Users for any purpose not prohibited by law (for example, for the purpose of informing them of any impending or actual cessation of supply of the Resale Services or otherwise in accordance with the Act), provided that we do not discuss your pricing for the Resale Services.

5.2 For the avoidance of doubt, we may contact and deal with End Users as part of our ordinary course of business, including discussing our products and services, and we will notify you of such discussions.

Emergency Services

5.3 You:

- (a) authorise us to contact and deal with your End Users in an Emergency and in connection with the testing or fault remediation of a service provided for the purpose of Emergency management or disaster planning (**Displan Service**);
- (b) appoint each End User as your agent to activate or to add, remove or change a Resale Service for that End User in an Emergency;
- (c) will give us all reasonable assistance (including provision of information and access to records) as required by us for the purposes of connecting Resale Services or remedying Resale Service faults in an Emergency;
- (d) must maintain and make available to us on request account numbers, services, Emergency contact details and service details (including the address of the End User's Premises and the location of the service within the Premises) in relation to a Displan Service and the End User of that service; and
- (e) must comply with applicable national, state and local disaster and Emergency management plans and to assist us to comply with such plans.

6 END USER RECORDS

6.1 You must maintain auditable and up-to-date records and supporting documentation in relation to End Users and the Resale Services supplied by you to the End Users, including contact details, account numbers and service details (**Records**).

6.2 If requested by us, you must provide us with the Records as reasonably required by us to perform our rights and obligations under this Agreement and comply with any applicable laws.

6.3 You acknowledge that we may access certain information about an End User when we deal with them, including details about the Resale Services supplied by you to that End User.

7 PRIVACY

7.1 Each party must:

- (a) comply with all Privacy Laws in relation to the Personal Information;

- (b) ensure that any person to whom Personal Information is disclosed in accordance with this Agreement, does not do or omit to do anything which, if done or omitted to be done, would constitute breach of this clause 7; and
 - (c) not do anything or omit to do anything with the Personal Information that will cause the other party to breach its obligations under a Privacy Law.
- 7.2 Where you disclose Personal Information to us, you warrant that you have notified or made the relevant individual aware of the matters required by APP 5.1 in respect of the disclosure to and use by us of the Personal Information for the purposes of this agreement.
- 7.3 You agree and will ensure that your related bodies corporate, representatives and Personnel and any individuals who receive the Resale Services, are aware, that we may use and disclose information about you and each of them in accordance with our Privacy Statement (as amended by us from time to time) which is available at http://www.telstra.com.au/privacy_statement.html or by calling us on 1800 039 059.

8 SERVICE DELIVERY

- 8.1 Orders for Resale Services (including any requests for moves, add and changes (MACs) and any other requests in relation to the Resale Services) must only be submitted by you to the service delivery team that we nominate in accordance with the process agreed between the parties.
- 8.2 You will be the primary point of contact for End Users in relation to the Resale Services, including for:
- (a) sales, ordering and provisioning enquiries;
 - (b) faults and outages;
 - (c) billing enquiries; and
 - (d) all other service related enquiries.
- 8.3 If an End User contacts us directly in relation to the Resale Services, we will advise that End User to contact and deal with you.

9 INDEMNITY

- 9.1 We remain liable to you for the ongoing performance of the Services (including any Resale Services) in accordance with the Agreement Terms.
- 9.2 Notwithstanding any other clause in the Agreement, you indemnify us against all losses, damages, costs or expenses suffered or incurred by us arising out of or in connection with the supply of Resale Services to an End User.

10 INTELLECTUAL PROPERTY AND BRANDING**Intellectual Property Rights**

- 10.1 A party must not use the other party's Intellectual Property Rights except as expressly permitted in this Agreement, or as otherwise agreed in writing by the other party.
- 10.2 Nothing in this Agreement transfers ownership in, or otherwise grants any rights in, any Intellectual Property Rights of a party.

Branding

- 10.3 You acknowledge and agree that:
- (a) we control the description and scope of the Resale Services and that you must not re-brand,

- repackage or modify the Resale Services; and
- (b) any agreement between you and an End User in relation to the Resale Services must not contain any branding of ours, including our name, logo, trademarks or corporate look,
- except as expressly permitted in this Agreement, or as otherwise agreed in writing by us.
- 10.4 You must not do anything, and must ensure that End Users do not do anything, in respect of the Resale Services which damages our reputation or brings us, our brand or products and services into disrepute.
- 10.5 You must promptly notify us after becoming aware of any claim or complaint by an End User in connection with their use of a Resale Service.

11 AUTHORITIES AND CONSENTS

- 11.1 You warrant that if you issue a direction or instruction to us in respect of any matter that requires an End User's authority or consent, you have obtained the relevant authority and consent from the End User.

12 DEFINITIONS

- 12.1 In this Attachment, unless otherwise stated:

Carriage Service Provider has the meaning given to it by section 87 of the Act.

Carrier has the meaning given to it by section 7 of the Act.

Resale Services means the following Services:

- (a) Fixed Voice Services as set out in Schedule 1;
- (b) Telstra IP Telephony Service as set out in Schedule 2;
- (c) Data Services as set out in Schedule 3;
- (d) Data Services (GWIP and Ethernet Campus) Services as set out in Schedule 4;
- (e) Telstra Wavelength Service as set out in Schedule 5;
- (f) Managed Data Network as set out in Schedule 6 and
- (g) Managed Billing and Reporting System as set out in Schedule 7.

Emergency means an emergency due to an actual or potential occurrence (such as fire, flood, storm, earthquake, explosion, accident, epidemic or war like action) which endangers or threatens to endanger the safety or health of persons, or destroys or damages or threatens to destroy or damage, property.

End User means your customer to which you will supply the Resale Services, as specified in Annexure A to this Attachment.

Personal Information means "Personal Information" as defined in the Privacy Act 1988 (Cth) which is received or learnt by you from any source in connection with this Agreement.

Privacy Laws means the *Privacy Act 1988 (Cth)*, the *Spam Act 2003 (Cth)*, the *Telecommunications Act 1997 (Cth)* and any other applicable legislation, and mandatory industry codes and standards relating to the handling of Personal Information.

Term means the term of the Agreement.

Annexure A – End Users

Name of End User	ABN / ACN
Anglican Community Fund (Inc)	62 280 551 612
Anglican Financial Services	51 925 884 864
Synod of Diocese of Adelaide of Anglican Church of Aust Inc	63 198 215 958
Anglican Investment & Development Fund	71 007 807 415
AFG Securities Pty Ltd	32 094 842 458
Mecu Limited	21 087 651 607
Beyond Bank Australia	15 087 651 143
The Broken Hill Community Credit Union Ltd	31 504 012 749
Coastline Credit Union Limited	88 087 649 910
COC Investment Services	13 144 882 931
Credit Union SA Limited	36 087 651 232
Defence Bank Limited	57 087 651 385
Dnister Ukrainian Credit Co-Operative Limited	59 087 651 394
EECU Limited	35 087 650 039
Fire Service Credit Union Limited	17 087 651 152
Gateway Credit Union Ltd	47 087 650 093
Intech Credit Union Limited	70 087 650 191
Melbourne Anglican Trust Corporation	82 862 724 352
P&N Bank	69 087 651 876
Australian Central Credit Union Ltd	11 087 651 125
Pioneer Mortgage Services Pty Ltd	83 051 433 491
Prime Mortgage Group Ltd	64 007 364 114
Propcorp Pty Limited	16 080 201 912
R.A.C. Finance Limited	77 009 066 862
Sutherland Credit Union Limited (trading as The Shire Credit Union)	89 087 650 708

Summerland Credit Union Limited	23 087 650 806
The University Credit Society Limited	90 087 651 901

SCHEDULE 1 - FIXED VOICE SERVICES

SERVICE START DATE: The date the last party signs the Agreement.

SERVICE SCHEDULE TERM: 3 years.

SERVICE TERMS

1 SERVICE DESCRIPTION

- 1.1 The Fixed Voice Services are described in the Attachment to this Service Schedule.
- 1.2 The parties agree that during the Service Schedule Term:
 - (a) your Basic Telephone Service may be replaced with the equivalent Telstra T-Biz Voice Service on the NBN, being either:
 - (i) T-Biz Voice; or
 - (ii) T-Biz Voice Standard; and
 - (b) the price you pay us for the T-Biz Voice or T-Biz Voice Standard service (as applicable) will be the same as the price you would have paid to us for your Basic Telephone Service.

2 PRICING

- 2.1 All prices for the Fixed Voice Services and any other fees are the applicable Our Customer Terms prices, unless otherwise set out in this Service Schedule.
- 2.2 The prices and discounts set out in this Service Schedule will be effective from implementation into our billing systems.
- 2.3 All prices set out in this Service Schedule are GST exclusive, unless otherwise stated.

3 TERM AND TERMINATION

- 3.1 This Service Schedule begins on the Service Start Date and continues for the Service Schedule Term unless terminated or renewed.

EARLY TERMINATION CHARGE

- 3.2 If during the Service Schedule Term a Service is cancelled or terminated for any reason other than for our material breach, we may charge you any waived Service charges and an amount calculated as follows:

A x B x 25%

"A" = the average Service charges paid or payable each month by you for the Service up to the date of cancellation.

"B" = the number of months (or part of a month) remaining in the Service Schedule Term.

You acknowledge that this amount is a genuine pre-estimate of the loss we are likely to suffer.

4 DEFINITIONS

- 4.1 In this Service Schedule, unless otherwise stated:

Base Price means the GST exclusive price set out in Our Customer Terms for the Service before applying any Flexi-Plan or other discount plan described in Our Customer Terms, and excludes any weekend rates, pricing packages, spot specials, capped calls or other promotional offers.

First Year means the 12 month period up to but not including the first anniversary of the Service Start Date.

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

Second Year means the 12 month period immediately following the First Year.

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