

General Order Form

Schedule 1 to the Customer Contract (which is Part 2 of the *Procure IT V3.2 Framework*)

Incorporating Module 11 – Telecommunications as a Service
(TPA Contract - Fixed Voice, Mobile, Fixed Data and Internet Services – Whole of Business)

CUSTOMER

Item 1 Name of Customer

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Customer's full legal name:	Technical and Further Education Commission (ABN 89 755 348 137)

Item 2 Service Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Customer's service/delivery address:	Building A, Cnr Harris and Mary Ann Street, Ultimo, NSW 2007 Australia

Item 3 Customer's Representative

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Representatives (clause 23.1)	
Specify an employee who is the Customer's Authorised Representative:	██████████ ████████████████████

CONTRACTOR

Item 4 Name of Contractor

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Contractor's full legal name:	Telstra Corporation Limited ABN 33 051 775 556

Item 5 Service Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify the Contractor's service/delivery address:	Level 6, 400 George Street Sydney NSW 2000

Item 6 Contractor's Representative

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Representatives (clause 23.1)	
Specify an employee who is the Contractor's Authorised Representative:	██████████ ██

Item 7 Head Agreement

This Item 7 must be completed when the Customer Contract is entered into under a Head Agreement.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.1)	
Specify the Head Agreement number:	2210
Specify the Head Agreement title:	Contract 2210: Telecommunications Purchasing Arrangements for the nominated service tower
Specify the Term of the Head Agreement: <ul style="list-style-type: none"> Start Date: End Date: If the Term of the Head Agreement has expired the Customer must obtain the Contract Authority's approval to enter into a further Customer Contract, and this approval should be attached to this General Order Form.	Start Date: 1 July 2018 End Date: 30 June 2023
Insurance (clause 16.2)	
Specify the insurances required under the Head Agreement:	As per clause 10 of the Head Agreement
The default insurance requirement under the Head Agreement is public liability insurance with an indemnity of at least \$10,000,000 in respect of each claim for the period of cover. Specify any higher limit of cover that is required by the Head Agreement:	No higher limit applies
The default insurance requirement under the Head Agreement is product liability insurance with an indemnity of at least \$10,000,000 for the total aggregate liability for all claims for the period of cover. Specify any higher limit that is required by the Head Agreement:	No higher limit applies
Specify if professional indemnity/errors and omissions insurance was required under the Head Agreement. If so, the default insurance requirement is for a limit of cover of \$1,000,000 in respect of the total aggregate liability for all claims	No higher limit applies

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
for the period of cover. Specify any higher limit that is required by the Head Agreement:	
Workers' compensation insurance in accordance with applicable legislation:	No higher limit applies
Specify any other type of insurance required under the Head Agreement and the specified amount:	Nil.
Performance Guarantee (clause 17.1)	
Specify if the Contractor was required to provide a Performance Guarantee under the Head Agreement:	Not applicable.

Item 8 Modules that form part of the Customer Contract

Formation (clause 3.8(a))

Indicate, by marking with an X, the Modules that apply

Module 1 – Hardware Acquisition and Installation	<input type="checkbox"/>	Module 11 – Telecommunications as a Service	<input checked="" type="checkbox"/>
Module 2 – Hardware Maintenance and Support Services	<input type="checkbox"/>	Module 12 – Managed Services	<input type="checkbox"/>
Module 3 – Licensed Software	<input type="checkbox"/>	Module 13 – Systems Integration	<input type="checkbox"/>
Module 4 – Development Services	<input type="checkbox"/>	Module 13A – Major Project Systems Integration Services	<input type="checkbox"/>
Module 5 – Software Support Services	<input type="checkbox"/>		
Module 6 – Contractor Services	<input type="checkbox"/>		
Module 7 – Professional Services	<input type="checkbox"/>		
Module 8 – Training Services	<input type="checkbox"/>		
Module 9 – Data Migration	<input type="checkbox"/>		
Module 10 – As a Service	<input type="checkbox"/>		

Item 9 Schedules that form part of the Customer Contract in addition to the General Order Form

Formation (clause 3.8(b))

Indicate, by marking with an X, the Schedules that apply

Schedule 1 – General Order Form	Applies	Schedule 7 – Statutory Declaration - Subcontractor	<input type="checkbox"/>
Schedule 2 – Agreement Documents	<input checked="" type="checkbox"/>	Schedule 8 – Deed of Confidentiality	<input type="checkbox"/>
Schedule 3 – Service Level Agreement	<input checked="" type="checkbox"/>	Schedule 9 – Performance Guarantee	<input type="checkbox"/>
Schedule 4 – Variation Procedures	<input checked="" type="checkbox"/>	Schedule 10 – Financial Security	<input type="checkbox"/>
Schedule 5 – Escrow Deed	<input type="checkbox"/>	Schedule 11 – Dispute Resolution Procedures	<input checked="" type="checkbox"/>
Schedule 6 – Deed Poll – Approved Agents	<input type="checkbox"/>	Schedule 12 – Project Implementation and Payment Plan	<input type="checkbox"/>

Schedules 4 and 11 as available on <https://www.procurepoint.nsw.gov.au/before-you-buy/standard-procurement-contract-templates/procure-it-framework-version-32> are incorporated by reference.

Item 10 Contract Period

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contract Period (Clause 2.4)	
Specify the Commencement Date if it is not the date when the Customer and the Contractor sign the Customer Contract:	The date the last party signs this Customer Contract
Specify the end of the Contract Period:	██ ██ ██ ██
Specify any period of extension of the Contract Period in days/weeks/years:	██ ██

Item 11 Common Details

Formation (clause 3.4)			
Product and/or Service	Price per Unit	Quantity	Extended Price
As set out in the Module 11 Order Form, which is a standing offer for the Contractor to supply Services ordered by the Customer on the terms and conditions (including Price) of this Customer Contract. The services to be contracted under this Customer Contract on Commencement Date include: For Fixed Data services, the services in Annexure C – Data Service List of Services. For Fixed Voice Services, the services listed in the inventory report included in, Annexure D – Fixed Voice List of Services, For Mobile Services, the services listed in the Blitz report included in Annexure G – Mobile List of Services, and Any new services ordered by the Customer after the Commencement Date will be ordered through the standard process applicable to that service.			
		Sub-Total:	
		Delivery Charges:	
		Any Other Charges:	
		GST:	
This is the Contract Price (plus GST)		Total Amount:	

Item 12 Delivery Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Delivery (clause 5.1)	
Specify the address of the Site where delivery is to be made:	Same as Service Address or as set out in Module 11 or as otherwise agreed between the Parties.
Specify any delivery instructions:	

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify the hours during which delivery may be made to the Site:	

Item 13 Contract Specifications

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
If the Contract Specifications are the User Documentation leave this Item blank. If the Contract Specifications comprise other documents, list those documents in order of priority:	The Contract Specifications are set out in the Service description in Annexure 2 of the Head Agreement and the Service Schedules attached.
System (clauses 5.11 and 9.3)	
Specify whether the Products and Services comprise a System.	Not applicable.

Item 14 Payment

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Payment (clauses 11.1 and 11.2)	
Invoicing (clauses 11.7 and 11.9)	
Specify the Customer's officer to receive invoices:	
Specify address to which invoices should be sent:	Same as Service Address
Specify the number of days from receipt of a Correctly Rendered Invoice that the Customer must make payment. If this Item is not completed, the Customer must pay the Contractor within 30 days from receipt of a Correctly Rendered Invoice.	30 days
Specify when the Contract Price must be paid: E.g. if the earlier Price is to be paid on delivery, insert "The Contract Price is due on delivery". If payment is to be made on more than one occasion then consider using a PIPP under Item 20.	As specified in the Module 11 Order Form and the Service Schedules attached.
Specify whether the Contract Price is fixed: E.g. does the unit Price per item vary for inflation or other factors? If so, specify the calculation for Price variations:	As specified in the Module 11 Order Form and the Service Schedules attached.

Item 15 User Documentation

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
User Documentation (clause 5.4(b))	
Specify the Price of any additional copies of the User Documentation:	Not applicable.

Item 16 Management Committee

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Management Committee (clause 6.4)	
List the name/s of the Contractor's project manager, officers or other relevant persons who will sit on the management committee:	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
Management Committee (clause 6.6)	
Specify the function to be performed by the management committee:	[REDACTED].
List the name/s of the Customer's project manager, officers or other relevant persons who will sit on the management committee:	
Management Committee (clause 6.8)	
Specify the details, including the contents of the progress report to be submitted to the Customer's project manager:	[REDACTED].
Specify any other details:	Not Applicable

Item 17 Performance Review Procedures

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Performance Reviews (clause 6.10)	
Specify if a service and performance review/s of the Contractor's performance of the Customer Contract is to apply:	[REDACTED].
Specify any specific time intervals for service and performance reviews:	

Item 18 Site Preparation and Maintenance

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Site Specifications (clause 6.12)	
Specify: <ul style="list-style-type: none"> • Site location; and • whether a Site Specification is required. 	Not applicable
Access to Customer's Site (clause 7.1(b))	
Specify any other requirements in relation to the Site access:	
Specify any requirements for the preparation and maintenance of the Site:	

Item 19 Implementation Planning Study

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Implementation Planning Study (clauses 6.14 to 6.16)	
Specify if the Contractor must provide an implementation planning study:	Not applicable.
Specify the implementation planning study objectives and time for provision of study:	
Date for delivery of the implementation planning study to the Customer:	
Specify if the implementation planning study need to undergo Acceptance Tests in accordance with clause 10.1(b):	

Item 20 Project Implementation and Payment Plan (PIPP) and Staged Implementation

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Project Schedule (clause 6.17)	
Invoicing (clause 11.7)	
Specify if a PIPP has been created. If so, identify the document in this Item and attach as an Annex to this General Order Form: E.g. the PIPP is in a document "PIPP v1_1 27/10/11" and Annexure 1 to the Customer Contract.	Not applicable.
Staged Implementation (clause 6.20)	
Specify if there is to be Staged Implementation: If so, details of the Deliverables that comprise each Stage must be stated in the PIPP together with the period during which the Customer must give written notice to move to the next Stage (if greater than 10 Business Days):	Not applicable.

Item 21 Liquidated Damages

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Liquidated Damages (clauses 6.28 to 6.34)	
Specify if Liquidated Damages (LDs) will apply:	Not applicable.
Specify the Milestones which are LD Obligations:	
Specify the Due Date for completion of each LD Obligation:	
Specify the calculation and amount of LDs for each LD obligation:	
Specify the maximum number of days LDs are to be paid for each LD obligation:	

Item 22 Customer Supplied Items (CSI) and Customer Assistance

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Customer Supplied Items (CSI) (clause 6.36)	
Specify each CSI to be provided by the Customer: CSI may be: <ul style="list-style-type: none"> office access, desks etc (specify location, standards, times of access); Hardware or software (specify equipment, capacity, versions of software and dates of availability); VPN access or other remote access (specify capacity and hours available). [Note: details of any Customer Personnel should be specified in Item 26].	As specified in the Service Schedules or otherwise agreed between the Parties from time to time.
Specify if any CSI must be covered by support and maintenance contracts including the period of cover, the Contractor's rights of access to any third party support help desk, the hours and service levels to which support and maintenance must be available to the Contractor:	
Specify the times when each CSI is to be provided:	
Specify any requirements to attach to any CSI: E.g. any standards that the CSI must meet.	
Specify if the Contractor must conduct any verification checks of CSI's to ensure they are satisfactory:	
If so, specify the verification check process for each CSI: Include: a process to manage satisfactory and unsatisfactory verification checks;	

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<ul style="list-style-type: none"> a process to manage 'reissued' CSI's: a process to manage repeat CSI verification checks: a process to manage 'draft' or 'incomplete' and 'updated' CSI's; a process to manage rejected CSI's: a process to manage previously satisfactory CSI which becomes defective: a list of required verification check forms and/or registers and a corresponding data entry process: a list of Customer and Contractor nominee/s for responsibility to undertake verification checks: 	
Specify any amount payable by the Contractor to the Customer for any item of CSI:	
Customer Assistance (clause 6.41)	
Specify the instructions, information, data, documents, specifications, plans, drawings and other materials that must be provided by the Customer to the Contractor:	

Item 23 Escrow

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Escrow (clause 6.42)	
Specify if an escrow arrangement is required:	Not applicable.
Specify the parties to the escrow arrangement:	
Specify the time for the escrow arrangement to endure:	

Item 24 Business Contingency Plan

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Business Contingency (clauses 6.45 to 6.47)	
Specify if a Business Contingency Plan is required:	Not applicable.
Specify when the Business Contingency Plan is required:	
Specify any information to be included in the Business Contingency Plan including the business contingency services required and the period of the services:	
Specify the periods that the Business Contingency Plan must be reviewed, updated by the Contractor:	

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify the time periods that the Contractor is to test the operability of the Business Contingency Plan:	

Item 25A Transfer of Records outside NSW - Customer Data

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Customer Data (clause 7.5)	
<p>Specify whether any State Records will be transferred to the Contractor's possession under the Customer Contract.</p> <p>If yes, Customer to state whether consent is provided to transfer State Records outside the jurisdiction of New South Wales.</p> <p>If consent is granted, Customer to specify:</p> <ol style="list-style-type: none"> the jurisdiction(s) for which consent is granted the conditions on which such consent is granted. <p>[Note: Clause 7.5 of the Customer Contract requires that the Contractor must not transfer, take or send Customer Data which is a State Records without the Customer's prior written consent.]</p>	<p>Consent is granted for the transfer of State Records outside of NSW to the following jurisdictions only and subject to the following conditions:</p> <ol style="list-style-type: none"> any other Australian state or territory; and South Africa, India and Philippines. <p>Any new countries not listed above would need to be subject to the Customer's consent, not to be unreasonably withheld.</p>

Item 25B Transfer of Records outside NSW – Personal Information

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Privacy (clause 15)	
<p>Customer to specify whether consent is provided to transfer Personal Information outside the jurisdiction of New South Wales.</p> <p>If consent is granted, Customer to specify:</p> <ol style="list-style-type: none"> the jurisdiction(s) for which consent is granted the conditions on which such consent is granted. <p>[Note: Clause 15.1(h) of the Customer Contract requires that the Contractor must not transfer, take or send Customer Data which is a State Records without the Customer's prior written consent.]</p>	<p>Consent is granted for transfer of Personal Information outside of NSW to the following jurisdictions only and subject to the following conditions:</p> <ol style="list-style-type: none"> any other Australian state or territory; and South Africa, India and Philippines. <p>Any new countries not listed above would need to be subject to the Customer's consent, not to be unreasonably withheld.</p>

Item 25 Secrecy and Security

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Access to Customer's Site (clause 7.11)	
<p>Specify any secrecy or security requirements that the Contractor and its Personnel must comply with:</p> <p>E.g. insert a reference to any document</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
that includes a security requirement.	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
Timeframes for response to a Security Issue	
<p>Specify whether Customer agrees to any alternate timeframe for:</p> <ol style="list-style-type: none"> Notification of actual, alleged or suspected security breach (clause 7.12(a)) <p>[Note: default is immediate notification]</p> <ol style="list-style-type: none"> Investigation of Security Issue (clause 7.12(b)) <p>[Note: default is within 48 hours from notification]</p> <ol style="list-style-type: none"> Remedy the Security Breach (clause 7.12(c)) <p>[Note: the default is within 24 hours from conclusion of investigation].</p> <p>Any alternate timeframes agreed to in this General Order Form must:</p> <ol style="list-style-type: none"> be approved by the Customer's Chief Information Officer; and comply with the NSW Government Digital Information Security Policy, NSW Government Information Security Event Reporting Protocol, NSW Government Cloud Policy and all other applicable NSW Government policies; comply with applicable security standards; and comply with the Customer's Information Security Management System and other Customer security and policy requirements. 	<p>The default timeframes apply.</p>

Item 26 Customer's Personnel

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Personnel General (clause 8.5)	
<p>Specify the Customer's Personnel who will be available to work with the Contractor and their roles and responsibilities:</p> <p>Also specify the times and duration of their involvement as well as their authority levels:</p>	<p>Not applicable.</p>

Item 27 Specified Personnel

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specified Personnel (clause 8.8)	
Specify the identity and roles and responsibilities of any of the Contractor's Specified Personnel:	Not applicable.

Item 28 Subcontractors

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Agents and Subcontractors (clause 8.17)	
Specify which subcontractors are required to provide a Statutory Declaration - Subcontractor, substantially in the form of Schedule 7:	Not applicable.

Item 29 Quality Standard Accreditation

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contractor Warranties (clause 9.1(h))	
Specify any quality standard accreditation arrangements the Contractor must hold during the Contract Period:	Not applicable.

Item 30 Contractor's Compliance with Standards, Codes and Laws

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contractor Warranties (clause 9.1(g))	
Specify any laws (other than Statutory Requirements) the Contractor is to comply with:	Not applicable.
Specify any codes, policies, guidelines or standards the Contractor is to comply with:	Not applicable.

Item 31 Customer's Compliance with Standards, Codes and Laws

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Customer Warranties (clause 9.4(h))	
Specify any laws (other than Statutory Requirements) the Customer is to comply with:	Not applicable.
Specify any codes, policies, guidelines or standards the Customer is to comply with:	

Item 32 Acceptance Testing

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Part 3 Dictionary (clauses 1.2 to 1.5)	
<p>Acceptance Test Notification Period is the period from the end of the Acceptance Test Period, within which the Customer must provide to the Contractor written notice of the result of the Acceptance Test.</p> <p>Specify this period:</p> <p>If no period is specified, the period is 2 Business Days:</p>	<p>The Parties will agree if a Deliverable is to undergo if Acceptance Testing.</p>
<p>Acceptance Test Data is the data that is provided by the Customer, and agreed by the Contractor that reflects the data the Customer will use in the Deliverable, that is to be used for Acceptance Testing.</p> <p>Specify the Acceptance Test Data:</p>	
<p>Acceptance Test Period is the period for the performance of any Acceptance Tests for any Deliverable.</p> <p>Specify this period:</p> <p>If no period is specified, the period is 10 Business Days from the date of delivery of the Deliverable to the Customer.</p>	
Acceptance (clause 10.1)	
<p>For each Deliverable, specify whether each Deliverable is to undergo Acceptance Testing:</p> <p>If not, the Deliverable will be Accepted under clause 10.1(a)</p>	
<p>If a Deliverable is not to undergo Acceptance Tests, specify the period required following delivery of the Deliverable as required by the Order Documents when the Actual Acceptance Date for a Deliverable occurs:</p> <p>If no period is specified, then the period is 2 Business Days.</p>	
Conducting Acceptance Tests (clause 10.3)	
<p>For each Deliverable that is to undergo Acceptance Tests, specify details of the Acceptance Testing requirements:</p>	
<p>Specify the identification of the Deliverables or part of the Deliverables to be tested:</p>	
<p>Specify the allocation of each Party's responsibilities in relation to testing, including the Party responsible for conducting the Acceptance Tests:</p>	
<p>Specify which Party is to provide the test environment, including hardware, software, power, consumables and other resources and when the environment and resources must be ready for use:</p>	
<p>Specify the methodology and process for conducting Acceptance Tests:</p>	

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify the scheduling of Acceptance Tests including the Acceptance Test Period and the Acceptance Test Notification Period:	
Specify the Acceptance Criteria used to test whether the Deliverable meets the Contract Specification and other requirements of the Customer Contract:	
Specify the Acceptance Test Data required:	
If an Acceptance Test document has been created that addresses the above points it can be attached to the General Order Form by identifying the document here:	

Item 33 Credit/Debit Card

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Payment (clause 11.3)	
Specify any credit/ debit card or electronic facility that the Customer may use to pay the Contractor:	Only electronic facility
Specify any fee that is applicable for payment by credit/debit card	Not applicable.

Item 34 Intellectual Property

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Existing Material (clauses 13.7, 13.9 and 13.10)	
Specify any terms and condition applicable for granting a licence for Existing Material owned by a third party:	Not applicable.
If a perpetual and irrevocable licence to use certain Existing Material cannot be provided (for example because it is licensed under subscription for a defined period), specify: <ul style="list-style-type: none"> the duration of the licence to use that Existing Material and/or the terms on which the licence may be revoked. 	<p>A perpetual and irrevocable licence cannot be provided.</p> <ul style="list-style-type: none"> The duration of the licence shall be for the term of the Contract Period; The terms on which the licence may be revoked shall be as set out in the applicable Service Schedule attached.
Specify any fees to be charged for any licence to use any of Contractor's Existing Materials:	Not applicable.
Customer Owned New Material (clause 13.11)	
Specify whether clause 13.11 applies ie. whether the Customer owns any New Material. If so, specify:	Not applicable.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<ul style="list-style-type: none"> which items of New Material are Customer Owned New Material; and whether the Contractor is granted any licence by the Customer to use the Customer Owned New Material, and if so, what licence terms apply to the Contractor's use of the Customer Owned New Material. <p>If clause 13.11 does not apply, state "Not applicable".</p>	

Item 35 Confidentiality

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Confidentiality (clause 14.4)	
Specify if the Contractor must arrange for its Subcontractors to execute a Deed of Confidentiality substantially in the form of Schedule 8 - Deed of Confidentiality	Not required

Item 36 Insurance Requirements

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Insurance (clause 16.7)	
<p>Level of indemnity of public liability insurance in respect of each claim for the period of cover.</p> <p>The default requirement in the Customer Contract is \$10,000,000</p> <p>[Only specify if a higher limit of cover that is required by the Customer Contract:]</p>	As per clause 16 of the Customer Contract
<p>Level of indemnity of product liability insurance for the total aggregate liability for all claims for the period of cover.</p> <p>The default requirement in the Customer Contract is \$10,000,000</p> <p>[Only specify if any higher limit of cover that is required by the Customer Contract:]</p>	As per clause 16 of the Customer Contract
<p>If Services are being provided under the Customer Contract the default level of indemnity of professional indemnity insurance for the total aggregate liability for all claims for the period of cover is \$1,000,000</p> <p>[Only specify is a higher limit that is required by the Customer Contract:]</p>	As per clause 16 of the Customer Contract
Specify any additional insurance that the Contractor is to hold, including the type of insurance, the term of the insurance and the amount of the insurance:	As per clause 16 of the Customer Contract

Item 37 Performance Guarantee

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Performance Guarantee (clause 17.2)	
Specify if the Contractor must arrange for a guarantor to enter into a Performance Guarantee:	Not applicable.
Specify the date by which the Performance Guarantee must be provided to the Customer. If no date is specified the Contractor must provide the Performance Guarantee to the Customer within 30 days of the Commencement Date.	

Item 38 Financial Security

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Financial Security (clause 17.4)	
Specify if the Contractor must provide a Financial Security: If so, specify the amount of the Financial Security:	Not applicable.
Specify the date by which the Financial Security must be provided to the Customer: If no date is specified, the Contractor must provide the Financial Security within 14 days of the Commencement Date.	

Item 39 Limitation of Liability

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Limitation of Liability (clause 18)	
<p>If the Parties cannot agree the amount that is legally payable under the Customer Contract for the:</p> <ol style="list-style-type: none"> 1. Non-Recurring Service or Product; and/or 2. Short Term Recurring Service <p>(as applicable) insert the amount that the Parties agree is the best estimate of the Contract Value for the relevant item (the Estimated Contract Price).</p> <p>Note: It may be necessary to separately identify the amounts payable under a single Customer Contract into separate amounts that are attributable to each of the different types of Product/ Service.</p> <p>(See the definition of Contract Value in Part 3)</p>	As set out in clause 18 of the Customer Contract
<p>If Services are being provided under any of the following Modules:</p> <ol style="list-style-type: none"> 3. Module 6 – Contractor Services; 4. Module 7 – Professional Services; or 5. Module 8 – Training Services, <p>specify whether the Parties regard the</p>	Not applicable.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>relevant Services as being:</p> <p>6. the supply of a service of the same type on a periodic basis, and so are to be classified as Recurring Services for the purpose of the limitation of liability; or</p> <p>7. provided in respect of a specific project where the Contractor has been engaged by a Customer to produce, create or deliver a specified outcome or solution that may be subject to Acceptance Testing, in which case the Services are to be classified as Non-Recurring Services for the purpose of the limitation of liability.</p> <p>(See definition of Non-Recurring Services and Recurring Services in Part 3)</p>	
Specify the alternative cap of liability (clause 18.3):	No alternative cap.

Item 40 Performance Management Reports

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Reporting (clause 21.1)	
Specify the reports required, (if any), the time for provision and the agreed format:	The Customer will be provided with self serve access to Telstra's online portals which will contain available performance and billing related reports.

Item 40A Audit

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Alternative Audit Mechanism (clause 23.11)	
<p>If the default audit provisions of clause 23.5-23.8 are to apply, state "Not Applicable".</p> <p>If an alternative audit mechanism is agreed by the Customer and Contractor, specify the terms of such alternate audit including the Contractor's obligations to be audited.</p> <p>Note: Any alternate audit mechanism must address compliance with the Contractor's Customer Data, security and privacy obligations and such other obligations required by the Customer and reasonably agreed by the Contractor.</p>	Not applicable.

Item 41 Dispute Resolution

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Dispute Resolution (clause 24)	

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify the threshold amount in AU\$ for issues to be resolved by expert determination under clauses 24.7-24.8.	As set out in clause 24.11(a) of the Customer Contract or 20% of the Contract Price, whichever is the higher
Specify type of issue/s not to be determined by expert determination under clauses 24.7 to 24.8.	

Item 42 Termination for Convenience

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Termination for Convenience by the Customer (clause 25.4)	
Specify whether an amount is payable under clause 25.4(b) if the Customer exercises its right of termination for convenience under clause 25.3, and if so, specify that amount:	[Redacted]

Item 43 Additional Conditions

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify any Additional Conditions: Note: where the Customer Contract is made under a Head Agreement the Customer must obtain the consent of the Contract Authority and the Secretary of the New South Wales Department of Finance, Services and Innovation where an Additional Condition varies any term or condition of the Procure IT Framework including a Protected Clause.	[Redacted]

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none"> ■ [REDACTED] ■ [REDACTED] <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none"> ■ [REDACTED] ■ [REDACTED] <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none"> ■ [REDACTED] ■ [REDACTED] <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none"> ■ [REDACTED] ■ [REDACTED] <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none"> ■ [REDACTED]

This General Order Form is part of the Customer Contract and incorporates all Parts, terms and conditions and other documents listed in clause 3.8 as if repeated in full in this General Order Form.

SIGNED AS AN AGREEMENT

Signed for and on behalf of

the Technical and Further Education Commission

By [insert name of Customer's Representative] but not so as to incur personal liability

G. ILES Curtin

In the presence of: [insert name of witness]

Bernie McCartney

G. ILES Curtin

Signature of Customer

G. I. CURTIN

Print name

17.9.19

Date

B. McCartney

Signature of Witness

Bernie McCartney

Print name

17/09/2019

Date

Executed by Martin Freeman as attorney for
Telstra Corporation Ltd ABN 33 051 775 556
under power of attorney dated 29 April 2019

Martin Freeman

Signature of Attorney

Martin Freeman

Print name

17-Sep-2019

Date

In the presence of:

DocuSigned by:

Rueben khawly

Signature of Witness

Rueben khawly

Print name

17-Sep-2019

Date

By executing this Customer Contract the attorney states that
the attorney has received no notice of revocation of the
power of attorney


Schedule 2: Agreement Documents

Itemise all documentation (including any supplemental terms and conditions agreed to by the Customer, accepted tenders, offers or quotes from the Contractor, and any letter of acceptance or award issued by the Customer) between the Customer and the Contractor. All such documentation must be itemised in this Schedule 2 and listed below in descending date order (i.e. the latest document is listed first.)


Document	Date of Document
Annexure A – Additional Conditions	
Annexure B – Price Book Details	
Service Schedule 1 – Fixed Voice	
Service Schedule 2 – Mobile Services	
Service Schedule 3 – Fixed Data Services	
Service Schedule 4 – Internet Services	
Annexure C – Data Service List of Services	
Annexure D – Fixed Voice List of Services	
Annexure E – Mobile List of Services	

Schedule 3: Service Level Agreement

The Service Levels are the service levels set out in the Service descriptions attached in Annexure 2 of the Head Agreement and Contractor's Our Customer Terms as they apply to the Services. These are available at <https://www.telstra.com.au/content/dam/tcom/our-customer-terms/business-government/pdf/bg-restoration.pdf> or the Customer can obtain a copy from the Contractor.



Our Customer Terms means Telstra's Standard Form of Agreement formulated for the purposes of Part 23 of the Telecommunications Act 1997 (Cth) as amended from time to time in accordance with that Act.



ANNEXURE A - Additional Conditions

Extract of the Head Agreement

Omitted

ANNEXURE B – Price Book Details

Omitted

ANNEXURE C – Fixed Data Services (as at the Commencement Date)

Omitted

ANNEXURE D – Fixed Voice Services (as at the Commencement Date)

Omitted

NEXURE E – Mobile Services (as at the Commencement Date)

Omitted

PROCURE IT VERSION 3.2
MODULE ORDER FORM
MODULE 11 – TELECOMMUNICATIONS AS A SERVICE

Box 1 Telecommunications as a Service

Details to be included from Module 11	Order Details agreed by the Contractor and the Customer
Service Description (clause 2.2, 2.3, 2.4, 32.1(a), 41.1(b) and 45.1(a))	
<p>Telecommunications Services to be provided: The Telecommunications Service Definition should include the strategy for the delivery of the Telecommunications Services that is appropriate for the Customer's needs and its User population, such as:</p> <ol style="list-style-type: none"> identification of the Telecommunications Services to be performed; a mechanism to determine when the Transition In Plan is complete and the Telecommunications Services can commence; Users to whom such Telecommunications Services must be made available; and implementation of the Telecommunications Services. 	<p>Fixed Data Services <input checked="" type="checkbox"/></p> <p>Internet Services <input checked="" type="checkbox"/></p> <p>Fixed Voice Services <input checked="" type="checkbox"/></p> <p>Mobile Services <input checked="" type="checkbox"/></p> <p>Refer to service descriptions and requirements compliance set out in Annexure 2 of Contract 2210 and the documents attached at Schedule 2 of this Customer Contract which incorporate Contractor's Our Customer Terms by reference.</p>
<p>Where this is an order for Telecommunications Services subsequent to the establishment of a Transition In Plan, specify:</p> <ol style="list-style-type: none"> the Telecommunications Services which are the subject of the request; and the date from which the Customer requires the instructions under this Module Order Form to be completed. 	Not applicable.
List the Sites where the Services are required (if applicable):	As per Contractor's quote(s), if applicable and Customer's purchase order(s) during the Contract Period.
List any Services that must be scalable:	Refer to Annexure 2 of the Head Agreement and enclosed Service Schedules.
<p>Does the Service involve any Contractor provided transition? Note: such a plan must be supplied and may include:</p> <ol style="list-style-type: none"> due diligence; data migration; Business Continuity Plans; testing of Services; and handover arrangements. 	<p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>If yes, list the relevant services and any specific transition requirements</p>
Due diligence may include assessment and definition of the:	Not applicable.

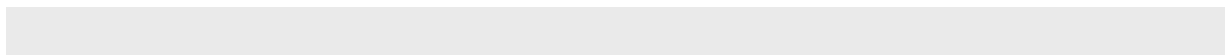
Details to be included from Module 11	Order Details agreed by the Contractor and the Customer
<p>a. Customer's goals, requirements and expectations in respect of the Telecommunications Services;</p> <p>b. Contractor's understanding of the Customer's and/or User's experience and requirements in relation to the Telecommunications Services;</p> <p>c. objectives to be met by the Contractor;</p> <p>d. nature and scope of the Telecommunications Service, including the Environment, Client Contracts and Third Party Contracts (and any requirement to novate or assign any of them);</p> <p>e. end users who will be supported by the Telecommunications Service;</p> <p>f. migration of Customer Content;</p> <p>g. data retention and disposal requirements;</p> <p>h. resources required (including any Customer Supplied Items or Customer assistance);</p> <p>i. complexity of the project ; and</p> <p>j. any Transition Out Services plan.</p> <p>Data migration services should include the drafting of a Procedures Manual (if one does not exist as part of the Telecommunications Service Definition) for approval by the Customer (eg within 14 days). The Procedures Manual should describe the key attributes of the Services, including:</p> <p>a. the governance arrangements between the Customer and the Contractor;</p> <p>b. the governance arrangements dealing with the Contractor and any third parties;</p> <p>c. the protocols for managing security issues between the Parties;</p> <p>d. the protocols for identifying and managing risks;</p> <p>e. how the key aspects of the Services will be provided to the Customer;</p> <p>f. the procedures for varying Services and providing additional Telecommunications Services;</p> <p>g. how User complaints and disputes will be managed;</p> <p>h. updating the Procedures Manual; and</p> <p>i. Data backups, if required outside of disaster recovery processes.</p> <p>Note: Once the Procedures Manual has been approved by the Customer it forms part of the Customer Contract and the Parties must perform their obligations in accordance with it.</p>	
<p>Is Acceptance Testing required?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>If yes, list requirements:</p>

Details to be included from Module 11	Order Details agreed by the Contractor and the Customer
Service Period (clause 3.1)	
Commencement Date for the purposes of Module 11 (or "Service Start Date"):	For existing Services, as per Item 10 of the General Order Form. For new Services, the date the Telecommunication Service has been provisioned and is available for use by the Customer.
Expiry Date (if any):	[REDACTED]
Service Period (time from commencement to expiry) if any:	[REDACTED]
Training (clause 2.7)	
List any training to be provided:	Not applicable.
Standards (clause 5.1(b))	
Specify any specific standards that apply to the Telecommunications Services:	Not applicable.

Box 2 Data Control and Access

Details to be included from Module 11	Order Details agreed by the Contractor and the Customer
Security (clause 23.1)	
Is any security and encryption required for the Customer Content as defined by the Customer's Information Security Management System (ISMS)? Note: All NSW Government Departments, Statutory Bodies and Shared Service Providers are required to have an ISMS	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, list agreed requirements:
Security standards (clause 23.2(e))	
List any other security standards with which the Contractor must comply:	Not applicable.
Disaster Recovery/Business Continuity Plan (clause 26)	
Is a Business Continuity Plan required (including backup and disaster recovery procedures)?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, detail the matters to be included:

Box 3 Service Levels



Details to be included from Module 11	Order Details agreed by the Contractor and the Customer
Service Level Agreement (clause 13.5)	
<p>Is a Service Level Agreement for the Telecommunications Services required?</p> <p>Note: it is anticipated that all Telecommunications Services will be supplied in accordance with a Service Level Agreement or the Service Levels as contained in the Contractor's Standard Form of Agreement (as at the date and time of the executed order)</p>	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>If yes, list agreed requirements: Refer to Schedule 3: Service Level Agreement.</p>
Failure to supply (clause 11.3)	
<p>Specify the number of occasions during a three-month rolling period after which the Contractor must identify and implement steps to address the cause of failure to supply the Telecommunications Service.</p> <p>Note: the default position in Module 11 is three or more consecutive occasions and the steps must be notified to and agreed with the Customer within 5 days of the third Service Level failure.</p>	<p>Default position applies.</p>
Service Credits (clauses 13.1 & 13.3)	
<p>Specify whether Service Credits will apply to the Telecommunications Service:</p> <p>Note: it is not expected that Service Credits are the Customer's sole remedy. For example, other remedies may include, but are not limited to:</p> <ol style="list-style-type: none"> 1. Termination for cause; 2. Transition Out at Contractor's cost; 3. Damages; 4. Replacement of Service at Contractor's cost; and 5. Other (specify) 	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>If yes:</p> <p>a. Where is the calculation of the Service Credits outlined?</p> <p>Module 11 Order Form <input type="checkbox"/></p> <p>Service Level Agreement <input checked="" type="checkbox"/></p> <p>b. Are Service Credits the Customer's sole remedy?</p> <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>If No, specify the Customer's additional remedies: All rights and remedies provided for in the Customer Contract.</p> <p>c. What is the period in which Service Credits accrue? (Note: default period under Module 11 is 1 month) As per Schedule 3, Service Level Agreement.</p>

Box 4 Payment and Invoicing

Details to be included from Module 11	Order Details agreed by the Contractor and the Customer
Invoicing (clause 8.4)	
<p>Specify whether aggregated or consolidated invoicing is applicable to the Telecommunications Service (if any):</p>	<p>Aggregated <input checked="" type="checkbox"/></p> <p>Consolidated</p>

<p>Note: 'Aggregated' invoicing means an invoice specifying each Customer and that Customer's bill. 'Consolidated' invoicing means an invoice that is the sum of all Customers' bills on the one invoice with no individual Customer's details.</p> <p>For example, an aggregated invoice to a principal department would detail each agency's invoice within that Cluster. A consolidated invoice would have no such detail.</p>	
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Box 5 Reports and records

Details to be included from Module 11	Order Details agreed by the Contractor and the Customer
Reports (clause 15.1)	
Specify any Customer Works or non-standard reports that the Contractor must provide to the Customer, including the timing and format of such reports (if any):	Not applicable.

Box 6 Cancellation

Details to be included from Module 11	Order Details agreed by the Contractor and the Customer
Notice for transfer (clause 17.3)	
Specify the notice period that will apply where a Customer wants to transfer or redeploy a Telecommunications Service. Note: The default period under Module 11 is 60 days' Notice in Writing	Not applicable.

Box 7 Transition Out

Details to be included from Module 11	Order Details agreed by the Contractor and the Customer
Transition Out Services (clause 18.4)	
<p>Is a disengagement (Transition-Out Services) plan required?</p> <p>Transition-Out Services may include:</p> <ul style="list-style-type: none"> a. returning or destroying documents or materials, together with any reproduction of those documents or materials; b. transitioning the Telecommunications Service to a new service provider or to the Customer; c. ensuring technological parity with other service providers and the provision of sufficient technical documentation to enable successful and cost-effective transfer of the Customer Content; and d. procedures for the return/transfer or deletion of Customer Content upon termination of the 	<p>Yes No</p> <p>If yes, list requirements:</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>a. use due care and skill;</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>

Customer Contract; or in the event that the Contractor becomes subject to corporate takeover or insolvency.

Consider issues relating to:

- a. regular (eg annual) review of the Transition-Out Services Plan; and
- b. how and when the Transition Out-Services are brought into effect.

Specific matters that may be covered in the plan include that the Contractor, in consultation with the Customer and as stated in the Transition-Out Services plan:

- a. provide all reasonable transition assistance for the delivery of Customer Content to the new service provider or to the Customer and the reloading of the production databases;
- b. provide a list of outstanding service desk issues (provided as a csv file or as otherwise agreed by the Parties in the Transition Out Plan);
- c. provide a list of the outstanding issues detailed on any issues register;
- d. answer questions and provide such other information as may be reasonably sought by the new service provider and/or by the Customer to assist it in the transition process;
- e. surrender any remaining Customer owned reports and documents still in the Contractor's possession;
- f. the Contractor ceases to become liable to perform any part of the Telecommunications Service after it is transitioned to a new service provider or to the Customer;
- g. the Contractor's obligations to meet the Service Levels is not reduced and the Contractor remains liable for failing to meet any Service Levels;
- h. the Customer must continue to pay the full Contract Price until the last day of the Service Period, notwithstanding that some or all of the Telecommunications Service may have been transitioned to a new service provider or to the Customer;
- i. the Contractor must, subject to clause 30, return to the Customer all Customer Content within 14 days of termination of the Customer Contract and back up and secure Customer Content for a further 60 days after termination of the Customer Contract; and
- j. not delete any Customer Content at the end of the Customer Contract without the express prior approval of the Customer.

- d. co-operate and work with the Contractor's

Transition-Out Plan

- b. the transition methodology that will be used

Box 8 Access to Customer's Site

Details to be included from Module 11	Order Details agreed by the Contractor and the Customer
Access (clause 19.1)	
Specify any requirements that apply to a Contractor where the Contractor is required to access the Customer's Site(s):	Not applicable.

Box 9 Management of Networks

Details to be included from Module 11	Order Details agreed by the Contractor and the Customer
Maintenance of Network (clause 24.1(a))	
Specify the agreed notice period before the Contractor may undertake planned or non-essential maintenance of a Network:	In accordance with the timeframes set out in the Service Descriptions in Annexure 2 of the Head Agreement and the Contractor's standard notice periods depending on the nature of the maintenance (for either non-complex network change, network design or other major change).

Box 10 Incident and Problem Management

Details to be included from Module 11	Order Details agreed by the Contractor and the Customer
Severity codes (clause 25.2)	
Do default severity codes apply?	Yes No <input checked="" type="checkbox"/> If no, list severity codes & agreed resolution timeframes: As per Schedule 3, Service Level Agreement.

Box 11 Telecommunications Equipment Supply and Maintenance

Details to be included from Module 11	Order Details agreed by the Contractor and the Customer
Supply of Telecommunications Equipment (clause 31.1)	
Is equipment to be provided in connection with the Telecommunications Service(s)?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes please specify the equipment to be provided and any additional terms (if not Module 1) Equipment may be provided as set out in, and in accordance with the terms of, the enclosed Service Schedules.
Are any maintenance services to be provided in connection with the Telecommunications Services?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please specify the maintenance services to be provided and any additional terms (if not Module 2)

Box 12 Additional terms – Fixed Voice Services

Details to be included from Module 11	Order Details agreed by the Contractor and the Customer
Additional terms and conditions (clauses 32.1, 33.1 and 34.1)	
<p>Specify any additional terms and conditions that apply to the Fixed Voice Services, including:</p> <ul style="list-style-type: none"> a. the Sites where the Fixed Voice Services will be delivered; b. the timeframes for delivery of the Fixed Voice Services; c. terms that apply to Telephone Numbers and addresses (including the porting of Telephone Numbers); and d. any other additional requirements. <p>Note: Where Telecommunications Equipment is to be provided for or in relation to Fixed Voice Services, such Telecommunications Equipment should be provided by the Contractor in accordance with and subject to the terms of Module 1 and maintained by the Contractor in accordance with and subject to the terms of Module 2.</p>	<p>See enclosed Service Schedule 1 and Annexure A</p>

Box 13 Additional terms – Mobile Services

Details to be included from Module 11	Order Details agreed by the Contractor and the Customer
Additional terms and conditions (clauses 38.1, 39.1, 40.1 and 42.1(c))	
<p>Specify any additional terms and conditions apply in relation to the provision of Mobile Services, SIM cards or mobile coverage?</p>	<p>See enclosed Service Schedule 2 and Annexure A.</p>

Box 14 Additional terms – Fixed Data/Internet Service

Details to be included from Module 11	Order Details agreed by the Contractor and the Customer
Additional terms and conditions (clause 45.1)	
<p>Specify any additional terms and conditions apply to the Data Services?</p>	<p>See enclosed Service Schedules 3 and 4 and Annexure A.</p>

SCHEDULE 1 – FIXED VOICE SERVICES (INCLUDING SIP CONNECT, TIPT AND PHONE CONFERENCING SERVICES)

SERVICE START DATE: As defined in Box 1 of Module 11 Order Form
SERVICE SCHEDULE TERM: [REDACTED]

In this Service Schedule, “you” refers to Customer and “we” or “us” refer to Contractor.

SERVICE TERMS

1 SERVICE DESCRIPTION

1.1 The Fixed Voice Services (including the “**SIP Connect Service**”, “Telstra Phone Conferencing Service” and “Telstra IP Telephony Service”) are the services described in the Attachments to this Service Schedule and the applicable sections of Our Customer Terms, as ordered by you from time to time.

2 PRICING

2.1 Omitted

3 TERM AND TERMINATION

3.1 This Service Schedule begins on the Service Start Date and continues for the Service Schedule Term unless terminated earlier or renewed in accordance with the terms of this Customer Contract.

EARLY TERMINATION CHARGE

3.2 [REDACTED]

3.3 If the Customer Contract sets out early termination charges specific to a Fixed Voice Service in an Attachment to this Service Schedule, those specific early termination charges apply to that Fixed Voice Service instead of the amount in clause 3.2.

4 DEFINITIONS

4.1 In this Service Schedule, unless otherwise stated:

[REDACTED]

First Year means the first 12 months consecutive period commencing on the Service Start Date.

Our Customer Terms means Telstra's Standard Form of Agreement formulated for the purposes of Part 23 of the Telecommunications Act 1997 (Cth) as amended from time to time in accordance with that Act.

Att 1 to Schedule 1 – Pricing

Omitted

Att 2 to Schedule 1 – International Calls – Price List

Omitted

Att 3 to Schedule 1 – SIP Connect – Price List

Omitted

**ATT 4 TO SCHEDULE 1 – TELSTRA IP TELEPHONY
SERVICE – NSW GOVT PRICE LIST**

Omitted

**SCHEDULE 2 – MOBILE SERVICES (CORPORATE
MOBILE PLUS PLANS)**

Omitted

Att 1 to Schedule 2 – Inclusions and Pricing

Omitted



Att 2 to Schedule 2 – Mobile Only Growth Technology Fund

Omitted



Att 3 to Schedule 2 – Telstra Mobile Device Management

Omitted

Att 4 to Schedule 2 – Enterprise Mobility Managed Service

Omitted

Att 5 to Schedule 2 – Telstra Mobile Network Security (T-MNS)

Omitted

Att 6 to Schedule 2– Optional Services

Omitted

SCHEDULE 3 – FIXED DATA SERVICES

SERVICE START DATE:

SERVICE TERMS

1 SERVICE DESCRIPTION

- 1.1 The Fixed Data Services are the services described in the Attachments to this Service Schedule and the applicable sections of [Our Customer Terms](#), as ordered by you from time to time.
- 1.2 If the Customer Contract sets out early termination charges specific to a Fixed Data Service in an Attachment to this Service Schedule, those specific early termination charges apply to that Fixed Data Service instead of the amount in clause 4.2.

Omitted

4 DEFINITIONS

4.3 In this Service Schedule, unless otherwise stated:

Base Price means the applicable GST exclusive price set out in Contractor's published prices for the Service before applying any Flexi-Plan or other discount plan, and excludes any weekend rates, pricing packages, spot specials, capped calls or other promotional offers.

First Year means the first 12 months consecutive period commencing on the Service Start Date.

Nbn co means nbn Co Limited (ABN 86 136 533 741).

Att 1 to Schedule 3 – Pricing

Omitted

Att 2 to Schedule 3 – AAN Price List

Omitted.

Att 3 to Schedule 3 – NSW Govt Business IP – Price List

Omitted

Att 4 to Schedule 3 – National Ethernet Price List

Omitted

Att 5 to Schedule 3 – Ethernet MAN – Data Centre Rate Card Offer Price List

Omitted

Att 6 to Schedule 3 – Telstra OpticWave – Data Centre Offer Price List

Omitted

Att 7 to Schedule 3 – Business IP Ethernet – Data Centre Rate Card Offer Price List

Omitted

Att 8 to Schedule 3 – TWS Price List

Omitted

Att 9 to Schedule 3 – Telstra OpticWave Price List

Omitted

Att 10 to Schedule 3 – MDN Price List

Omitted

Annexure 1 to Att 13 – Third party terms

Omitted

SCHEDULE 4 – INTERNET SERVICES

Omitted

Att 1 to Schedule 4 – Pricing

Omitted

Att 2 to Schedule 4 – Telstra Business Broadband - Price List

Omitted.

Att 3 to Schedule 4 – T-Biz Broadband multisite – Price List

Omitted

Att 4 to Schedule 4 – Telstra Internet Direct – Price List

Omitted