

SOA Module 5 – Telecommunications Services

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SOA Module 5 – Telecommunications Services

1 Application of SOA Module

- (a) The SOA Comprehensive Contract Conditions - ICT Products and/or Services (**SOA Comprehensive Contract Conditions**) apply to this SOA Module.
- (b) The terms and conditions included in this SOA Module form part of the Contract when the parties state in the Details that SOA Module 5 forms part of the Contract.
- (c) The terms and conditions in:
 - (i) clause 3 apply to the supply of all Telecommunications Services; and
 - (ii) clause 4 apply to the supply of Connectivity and Carriage Services.
- (d) If the Customer has engaged the Supplier to provide telecommunications equipment (including, in the case of Mobile Services, Mobile Devices) for or in relation to Telecommunications Services provided under this SOA Module, such telecommunications equipment will be provided on the terms of the relevant SOA Module, which may include SOA Module 1 in respect of Hardware or Hardware Maintenance Services.

2 Interpretation

- (a) The definitions for this SOA Module are set out in clause 5.
- (b) Other definitions and rules of interpretation applicable to this SOA Module are set out in the SOA Comprehensive Contract Conditions.

3 Telecommunications Services

3.1 Service Period

- (a) The Supplier must provide the Telecommunications Services for the Service Period specified in the SOA Module Order Form.
- (b) The Customer may extend the Service Period on the same terms and conditions for the extension period specified in the SOA Module Order Form by giving the Supplier written notice by at least the period as specified in the SOA Module Order Form before expiry of the then current Service Period.

3.2 Supply of Telecommunications Services

The Supplier must provide the Telecommunications Services:

- (a) in accordance with the Contract, including the Requirements and the Service Levels; and
- (b) by the Delivery Date (if applicable).

3.3 Transition-In Services

- (a) If specified in the SOA Module Order Form that Transition-In Services are required, the Supplier must provide the Transition-In Services to transition the Customer to the Telecommunications Services in accordance with the Transition-In Plan.
- (b) The Customer must perform all services, functions and tasks assigned to the Customer in the Transition-In Plan.
- (c) The Supplier must use its best endeavours to complete the Transition-In Services by the date specified in the SOA Module Order Form, and must promptly notify the Customer of anything it becomes aware of that is likely to delay the Supplier in completing the Transition-In Services by that date.

- (d) If specified in the Details, Acceptance Tests must be conducted for the Transition-In Services in accordance with clause 9 of the SOA Comprehensive Contract Conditions. If Acceptance Tests are conducted for the Transition-In Services, the Service Period will commence on the AAD of the Transition-In Services unless otherwise specified in the SOA Module Order Form.
- (e) If specified in the Details that Acceptance Tests are not required for the Transition-In Services, once the Supplier has completed the Transition-In Services, the Supplier must notify the Customer in writing that the Transition-In Services are complete and the date that the Service Period will commence. The Service Period will commence on the date specified in the Supplier's notice

3.4 Standards and compliance with Telecommunications Legislation

Without limiting clause 4.2 of the SOA Comprehensive Contract Conditions, the Supplier must comply with, and must ensure that the Telecommunications Services conform to:

- (a) Telecommunications Legislation; and
- (b) any applicable technology and industry standards including:
 - (i) all applicable ACMA Standards; and
 - (ii) any standards specified in the SOA Module Order Form.

3.5 Customer's use of Telecommunications Services

The Customer is responsible for all use of the Telecommunications Services by its Users, and will use reasonable endeavours to ensure that its Users do not use, or attempt to use the Telecommunications Services:

- (a) for any illegal or fraudulent purpose;
- (b) to reproduce, distribute, transmit, publish, copy or exploit any material that constitutes an infringement of any Intellectual Property Right of a third party in Australia;
- (c) in a manner which constitutes a breach or an infringement of any duty or obligation in contract, tort or otherwise to any third party; or
- (d) to commit an offence against any Law (including Telecommunications Legislation).

3.6 Service Levels and Service Credits

- (a) The Supplier must:
 - (i) measure its performance against the Service Levels and provide a report to the Customer at the frequency specified in SOA Module Order Form; or
 - (ii) provide or make available to the Customer at no additional cost, tools and mechanisms on a self-service basis to enable the Customer to monitor the Supplier's performance against the Service Levels, as specified in the SOA Module Order Form.
- (b) Subject to clause 3.11, if the Supplier fails to meet the Service Levels, it must apply the Service Credits against the next invoice issued after the relevant Service Credits accrue, or in accordance with the process set out in the SOA Module Order Form. If the Service Period has terminated or expired, the Supplier must promptly pay the amount of the Service Credits to the Customer.

3.7 Maintenance and Scheduled Downtime

- (a) The Supplier is responsible for ensuring that a Telecommunications Network is operated and maintained in such a manner as to enable the Supplier to comply with its obligations in relation to the Service Levels and Requirements and to minimise interruptions to the Customer's use of the Telecommunications Services.

- (b) The Supplier must:
- (i) use its best efforts to minimise interruptions to the Customer's use of the Telecommunications Services for Scheduled Downtime; and
 - (ii) if specified in the SOA Module Order Form, give the Customer the specified prior notice of all Scheduled Downtime.

3.8 Third party service providers

Without limiting clause 4.4 of the SOA Comprehensive Contract Conditions, the Supplier agrees to comply with the Customer's reasonable requests for cooperation and assistance for the Customer and its third party service providers (if any) in connection with the Telecommunications Services as specified in the SOA Module Order Form.

3.9 Security

The Supplier must implement and maintain:

- (a) appropriate security measures with the purpose of preventing unauthorised access by:
 - (i) any third party to a Telecommunications Network; and
 - (ii) the Customer to the data or confidential information of another customer of the Supplier;
- (b) appropriate security measures to maintain the confidentiality and integrity of data in a Telecommunications Network; and
- (c) the security features for the Telecommunications Services specified in the SOA Module Order Form.

3.10 Warranties

The Supplier warrants that the Telecommunications Services will be performed so as to meet or exceed the Service Levels (or, if no service levels are agreed, within a reasonable time and manner) and the Contract.

3.11 Exclusions from Telecommunications Services

The Supplier is not in breach of its obligations to provide the Telecommunications Services, and is not responsible for any failure to meet the Service Levels, to the extent that the breach or failure arises as a result of:

- (a) any failure of the Customer to comply with its obligations under the Contract;
- (b) any failure of a Customer Input (if applicable) to comply with the requirements specified in the Details;
- (c) an Unexpected Event;
- (d) in relation to Service Levels as to Availability, any period of unavailability during Scheduled Downtime; or
- (e) any suspension in accordance with clause 3.12(a).

3.12 Limitations on Telecommunications Services

- (a) The Supplier may suspend or limit the Telecommunications Services if:
 - (i) in respect of Connectivity and Carriage Services which consist of Fixed Voice Services or Data Services:
 - (A) the Customer vacates (except on a temporary basis) the premises to which the Fixed Voice Services or Data Services are provided; or
 - (B) it is reasonable to do so in circumstances where the Supplier is not able to enter premises to which the Fixed Voice Services or Data Services are provided in order to inspect, repair or maintain any equipment belonging to the Supplier and connected with the Fixed Voice Services or Data Services (as applicable);

- (ii) there is an Emergency or anticipated Emergency;
 - (iii) the continued provision of the Telecommunications Services by the Supplier is unlawful;
 - (iv) the Supplier reasonably suspects fraud, the commission of an offence against any Law (including the Telecommunications Legislation) or interference with the Supplier's Telecommunications Network using or through the Telecommunications Services;
 - (v) urgent maintenance is required to avoid potential for fraud or for the safety of the Telecommunications Network;
 - (vi) the Supplier is required to do so by any Law (including the Telecommunications Legislation) or by ACMA or other regulator, government authority or emergency services organisation; or
 - (vii) it is unable to continue to supply the Telecommunications Services due to a failure of any Telecommunications Network that is owned or operated by a third party, provided that the Supplier must resume supply of the Telecommunications Services as soon as practicable after the reason for the suspension is removed or addressed.
- (b) The Supplier must notify the Customer of any suspension or limitation of any Telecommunications Services under clause 3.12(a) as soon as it is reasonably practical to do so.
- (c) The Supplier must continue to keep the Customer informed of any progress relating to the suspension or limitation of the Telecommunications Services.
- (d) While the Telecommunications Services are suspended under this clause 3.12 (excluding clause 3.12(a)(i), or 3.12(a)(iv) where the Customer has engaged in the activities described in 3.12(a)(iv)), the Customer is relieved of its obligation to pay for such Telecommunications Services.

3.13 Disaster recovery procedures

- (a) If specified in the SOA Module Order Form, the Supplier must implement, maintain and comply with disaster recovery procedures, including back-up procedures and facilities, to ensure the Supplier's provision of the Telecommunications Services continues with minimal interruption if a Disaster occurs or affects the Telecommunications Network or the Supplier as specified in the SOA Module Order Form (**Disaster Recovery Procedures**).
- (b) If a Disaster occurs and affects the Telecommunications Network or the provision of all or any part of the Telecommunications Services, the Supplier must:
- (i) immediately notify the Customer;
 - (ii) comply with the Disaster Recovery Procedures (if applicable);
 - (iii) use its best endeavours to reinstate all affected Telecommunications Services within the minimum possible time and in any event within any time periods specified in the Disaster Recovery Procedures (if applicable); and
 - (iv) continue to provide those Telecommunications Services not affected by the Disaster in accordance with the Contract.
- (c) If specified in the SOA Module Order Form that the Supplier is required to implement and maintain Disaster Recovery Procedures, the Supplier must, on request by the Customer from time to time:
- (i) provide the Customer with a summary of the Disaster Recovery Procedures; and
 - (ii) conduct annual testing of the Disaster Recovery Procedures and provide the results of those tests to the Customer on request.

3.14 Transition-Out Services

- (a) If specified in the SOA Module Order Form, the Supplier must provide the Transition-Out Services.
- (b) If Transition-Out Services are required, the Supplier must:
 - (i) prepare and submit to the Customer for the Customer's review and approval a comprehensive transition-out plan by the due date specified in the SOA Module Order Form which sets out:
 - (A) the period during which the Transition-Out Services will be provided and the extent to which any Telecommunications Services will continue to be provided during that period;
 - (B) all activities and Deliverables to be provided by the Supplier (including due dates for performance);
 - (C) all Customer Inputs relevant to transition-out, including all inputs to be provided by the Customer's replacement service provider (if applicable);
 - (D) the Price payable for the Transition-Out Services; and
 - (E) such other matters required by the Customer (acting reasonably),
(Transition-Out Plan);
 - (ii) promptly make all changes to the draft Transition-Out Plan reasonably requested by the Customer and resubmit the draft Transition-Out Plan for further review and approval by the Customer;
 - (iii) annually (or at such other frequency agreed by the parties) review the Transition-Out Plan, amend the Transition-Out Plan as necessary, and submit the amended Transition-Out Plan for review and approval by the Customer;
 - (iv) on request, prior to expiry or termination of the Service Period, carry out the Transition-Out Services, to facilitate an orderly, prompt and efficient transition-out of the Telecommunications Services;
 - (v) continue to provide the Telecommunications Services to the extent and during the period specified in the Transition-Out Plan (and otherwise on the terms and conditions of the Contract), until the Telecommunications Services are transitioned to the Customer or a replacement service provider;
 - (vi) reasonably co-operate with the Customer and any replacement service provider as reasonably required for the proper performance of the replacement service provider's obligations; and
 - (vii) provide other termination or expiration assistance reasonably requested by the Customer.
- (c) The Transition-Out Plan will, when approved by the Customer under clause 3.14(b) (as amended under clause 3.14(b)(ii)) become part of the Requirements, and the Supplier must carry out its obligations as specified in the Transition-Out Plan within the timeframes specified in the Transition-Out Plan.
- (d) If the Contract is terminated under clause 24.1 of the SOA Comprehensive Contract Conditions, the Supplier will bear its own costs of providing the Transition-Out Services. Otherwise, the Customer will pay the Supplier the Price for the Transition-Out Services specified in the Transition-Out Plan in accordance with clause 10 of the SOA Comprehensive Contract Conditions.

3.15 Supplier's Standard Form of Agreement

- (a) This clause 3.15 applies if the SOA Module Order Form specifies that the Supplier has a Standard Form of Agreement.
- (b) The parties agree that the Supplier's Standard Form of Agreement (including those mandatory terms that relate to services on the National Broadband Network, if any and if

applicable, as set out in the Supplier's Standard Form of Agreement) will apply to the supply of the Telecommunications Services by the Supplier to the Customer, and is incorporated into this SOA Module to the extent that the Standard Form of Agreement is not expressly inconsistent with this SOA Module or the SOA Comprehensive Contract Conditions.

3.16 Migration to Products and/or Services

(a) If the Supplier:

- (i) decides or is required to modify or cease the provision of a Telecommunications Service in order to migrate the Customer to a product or service provided by the Supplier on the NBN; or
- (ii) decides to discontinue a Telecommunications Service such that the Telecommunications Service will no longer be generally available to the Supplier's customers and where the Supplier proposes to make available to the Customer an alternative Telecommunications Service,

the Supplier must:

- (iii) provide notice in writing to the Customer as soon as possible and not less than 90 days prior to the proposed migration;
 - (iv) provide a written report to the Customer setting out details of the product or service it proposes to make available to the Customer on the NBN or the proposed modified or alternative Telecommunications Service (as applicable) and the proposed migration to that product or service; and
 - (v) consult with the Customer prior to the implementation of the proposed changes and co-operate with the Customer in good faith to facilitate an orderly, prompt and efficient transition (at no additional charge to the Customer) to the migrated products or services.
- (b) Upon receipt of a notice under clause 3.16(a), if the Customer considers that the proposed replacement product or service to be provided on the NBN or the proposed modified or alternative Telecommunications Service (as applicable) is a material degradation in the Telecommunications Service, the Customer may cancel the Telecommunications Services by providing the Supplier with at least 30 days' notice prior to the proposed migration, without liability for cancellation (including payment of early termination fees).
- (c) If requested by the Supplier, the Customer must provide reasonable assistance to enable the Supplier to migrate the Customer to the product or service provided by the Supplier on the NBN or the proposed modified or alternative Telecommunications Service (as applicable), including reasonable access to the Customer's premises.
- (d) If the Supplier:
- (i) provides the Customer with a notice under clause 3.16(a) in relation to any Other Telecommunications Service; and
 - (ii) is supplying that Other Telecommunications Service using or with a Connectivity and Carriage Service provided under this SOA Module or another carriage service supplied under another agreement between the parties,

the Supplier agrees that the Customer may exercise its rights under clause 3.16(b) in relation to that Connectivity and Carriage Service or other carriage service, and the Supplier will not charge the Customer any early termination or similar fees under that agreement (if any).

4 Connectivity and Carriage Services

4.1 Cancellation and transfer of Connectivity and Carriage Services

- (a) The Customer may cancel a Connectivity and Carriage Service by giving at least 30 days' notice in writing to the Supplier, and if specified in the SOA Module Order Form, the Customer will pay the Supplier any amount specified in the SOA Module Order Form following such termination.
- (b) The Customer may, by giving at least 60 days' notice in writing (or otherwise agreed time period in the relevant SOA Module Order Form) to the Supplier, transfer or redeploy any Connectivity and Carriage Service so that the Connectivity and Carriage Service is provided to a different User of the Customer under the Contract.
- (c) Upon receipt of a notice under clause 4.1(b), the Supplier must promptly notify the Customer of any proposed change in the Price for the transferred or redeployed Connectivity and Carriage Service which may occur directly as a result of the transfer or redeployment. Any such change in Price may be documented by way of a Change Request under clause 7.8 of the SOA Comprehensive Contract Conditions.
- (d) This clause 4.1 does not limit the termination rights of each party under clause 24 of the SOA Comprehensive Contract Conditions, or the parties' rights and obligations under clause 25.4 of the SOA Comprehensive Contract Conditions.

4.2 Invoices

- (a) Without limiting clause 10 of the SOA Comprehensive Contract Conditions, a Correctly Rendered Invoice for a Connectivity and Carriage Service must:
 - (i) identify and itemise the Connectivity and Carriage Service to which the invoice relates; and
 - (ii) where relevant, include the date and time at which the charges were incurred, in a manner that is able to be readily understood by the Customer (acting reasonably).
- (b) Subject to clause 4.2(c), charges not invoiced in accordance with clause 4.2(a) may be included in a subsequent Correctly Rendered Invoice if:
 - (i) the charges are listed separately from the current charges;
 - (ii) the date and time that the charges were incurred is clearly identified; and
 - (iii) the invoice is issued within the Back Billing Period.
- (c) If the charges are not invoiced within the Back Billing Period, the Customer does not have to pay those charges unless:
 - (i) the charges have been withheld for subsequent invoicing with the Customer's prior written agreement;
 - (ii) the charges are disputed and, with the Customer's knowledge, the Supplier has refrained from invoicing them because of the dispute;
 - (iii) the delay in invoicing is attributable to an Unexpected Event; or
 - (iv) the delay in invoicing was caused or contributed to by the Customer, or by an invoicing delay by a third party supplier of relevant services to the Supplier.
- (d) If the Customer disputes a current invoice or a previously paid invoice, the Customer must submit to the Supplier a notice of billing dispute, as soon as practicable after becoming aware of the dispute, but not later than six (6) months after the date of the invoice. The notice of billing dispute will be used for the purpose of any dispute resolution process undertaken in accordance with clause 23 of the SOA Comprehensive Contract Conditions.

4.3 Invoice audit

- (a) The Customer may require an audit to be carried out on any invoice rendered to it by the Supplier. Unless otherwise specified in the SOA Module Order Form, the Customer may

not request more than 1 audit in any 6 month period. Unless otherwise agreed between the parties, the period covered by the audit must not exceed the audit cycle period of 6 months. The Supplier must do all things reasonably necessary to facilitate a prompt, efficient and accurate audit.

- (b) The Customer will be responsible for costs incurred by it and its auditors, in relation to an audit, unless the audit discloses overcharging greater than the cost of the audit, in which case the Supplier will be liable to the Customer for the reasonable costs incurred by the Customer in relation to the audit.
- (c) The Customer will provide the Supplier with reasonable notice of an intended audit. Unless otherwise specified in the SOA Module Order Form, the audit is to be carried out during Business Hours, unless otherwise agreed between the parties. The Customer (and its auditors) must comply with the Supplier's standard security procedures whilst on the Supplier's premises.
- (d) Where it is disclosed by a Customer audit that the Customer has been overcharged for Connectivity and Carriage Services, the Supplier will credit the amount of the overcharge to the Customer in a subsequent invoice, as soon as practically possible.

4.4 Benchmarking

- (a) This clause only applies if the SOA Module Order Form specifies that Benchmarking is required.
- (b) The Customer may undertake a Benchmark no more than annually to compare:
 - (i) the Prices the Customer is paying to the Supplier for the Connectivity and Carriage Services; and
 - (ii) the quality and standard of performance of the Connectivity and Carriage Services (as reflected in, among other things, the Service Levels),

against prices being paid by, and the quality and standard of performance of services being provided to, the Customer's peer organisations for the same or similar services at similar volumes, functionality and in similar geographic regions.

- (c) The Customer may at its own cost engage a Benchmarker, provided that it is not a competitor of the Supplier.
- (d) The parties agree that the Customer may disclose to the Benchmarker any provisions of the Contract that are relevant to the Connectivity and Carriage Services, and that the Benchmarker will be required to comply with the Customer's and the Supplier's reasonable confidentiality and security requirements.
- (e) Any Benchmark will be based on average data for the same type of services in Australia for the immediately preceding 12 month period. The Customer must instruct the Benchmarker to benchmark the Connectivity and Carriage Services on the basis of the following measures:
 - (i) the Price paid by the Customer for the Connectivity and Carriage Services; and
 - (ii) the quality of performance of the Connectivity and Carriage Services, including Service Levels,

taking into account the specifications, volume, geographic service coverage, service levels and quality of the same type of services.

- (f) The Benchmarker will prepare a Benchmark Report which sets out the results of the Benchmark.
- (g) Where the Benchmarker finds that the Prices charged by the Supplier for any Connectivity and Carriage Services are lower or higher than the comparable prices identified in the Benchmarking Report, the Supplier must adjust the Prices to price match or such alternative prices that may be agreed by the Customer and Supplier with effect from 2 months following the date of the issue of the final Benchmarking Report.

4.5 Public Addressing Identifiers

- (a) To the extent that the Connectivity and Carriage Services involve the delivery of IP-based services, the Supplier must use those IP addresses assigned to the Customer (unless otherwise agreed by the Customer in writing).
- (b) The Connectivity and Carriage Services may use one or more identifiers such as an IP address or a domain name (**Public Addressing Identifiers**).
- (c) The Customer must comply with the requirements of any regulator or other body which administers Public Addressing Identifiers.
- (d) The Customer acknowledges and agrees that:
 - (i) the Supplier does not control the allocation of Public Addressing Identifiers;
 - (ii) the Supplier is not liable to the Customer if the Supplier is required to change any Public Addressing Identifier as a result of any direction given by a regulator or other body which administers Public Addressing Identifiers; and
 - (iii) on cancellation of the applicable Connectivity and Carriage Service, the Supplier will use best endeavours to procure for the Customer the right to use any related Public Addressing Identifier where technically feasible and where commercial arrangements exist for porting of the relevant Public Addressing Identifier.

5 Definitions

ACMA means the Australian Communications and Media Authority.

ACMA Standard means a telecommunications, technical or radiocommunications standard published by ACMA from time to time.

Available in relation to Telecommunications Services means all features and functionality of the Telecommunications Services are available to the Customer and its Users in accordance with the Requirements (including any Service Levels).

Back Billing Period means a period of 3 months from the date that charges are incurred by the Customer.

Benchmark means a benchmarking exercise of Connectivity and Carriage Services conducted pursuant to, and for the purposes specified in, clause 4.4.

Benchmarker means an independent consultant agreed by the parties to undertake the benchmarking.

Benchmarking Report means a report prepared by a Benchmarker setting out the result of a Benchmark.

Connectivity and Carriage Services means:

- (a) Fixed Voice Service;
- (b) Data Services; and/or
- (c) Mobile Services,

as specified in the SOA Module Order Form.

Data Service means a service for the transmission of data as specified in the SOA Module Order Form. For the avoidance of doubt, a Data Service is not a Mobile Service.

Disaster means an Unexpected Event or other event which could prevent the Customer from receiving a substantial part of the benefit of the Telecommunications Services or which has the potential to substantially interfere with the usual operations of the Customer.

Disaster Recovery Procedures has the meaning given in clause 3.13(a).

Emergency means an event involving a threat to, and requiring prompt action to protect, property, health or safety of persons.

Fixed Voice Service means a service for the carriage of voice communications as specified in the SOA Module Order Form. For the avoidance of doubt, a Fixed Voice Service is not a Mobile Service.

Mobile Device means a device provided by the Supplier to the Customer for use with the Mobile Service, including handsets, dongles, tablets and other equipment, for use with the Mobile Service.

Mobile Service means a service for the wireless carriage of data and/or voice services as specified in SOA Module Order Form.

National Broadband Network or NBN means the networks, systems, equipment and facilities owned and controlled by, or operated by or on behalf of, nbn co limited.

Other Telecommunications Services means the telecommunication-related services (other than Connectivity and Carriage Services) that are typically provided over-the-top of or in connection with Connectivity and Carriage Services provided under this SOA Module, or other existing connectivity and carriage services, as specified in the SOA Module Order Form.

Scheduled Downtime means a planned period of non-Availability of a Telecommunications Service.

Service Credits means the service credits in respect of Telecommunications Services described in the SOA Module Order Form.

Service Levels means the service levels in respect of the Telecommunications Services described in the SOA Module Order Form.

Service Period means the period specified in the SOA Module Order Form for the supply of the Telecommunications Services.

Standard Form of Agreement means the Supplier's standard form of agreement formulated for the purposes of the *Telecommunications Act 1997* (Cth).

Telecommunications Legislation means the *Telecommunications Act 1997* (Cth), the *Telecommunications (Consumer Protection and Service Standards) Act 1999* (Cth), *Telecommunications (Interception and Access) Act 1979* (Cth) and Part XIB, Part XIC and related provisions of the *Competition and Consumer Act 2010* (Cth).

Telecommunications Network means a telecommunications network that is used by the Supplier to provide Telecommunications Services to the Customer.

Telecommunications Services means:

- (a) the Connectivity and Carriage Services; or
 - (b) Other Telecommunications Services,
- (as applicable).

Transition-In Plan means the plan set out in or attached to the SOA Module Order Form.

Transition-In Services means the transition-in services set out in the Transition-In Plan.

Transition-Out Plan means the plan prepared by the Supplier in accordance with clause 3.14(b).

Transition-Out Services means the assistance reasonably requested by the Customer to:

- (a) transition the provision of the Telecommunications Services to the Customer or its nominee; and
- (b) as may be further specified in the Transition-Out Plan.

User means any person who has been given the authority by the Customer to use a Telecommunications Service or some or all of the functionality provided by a Telecommunications Service.