

Statement of Differences – Exetel access agreement

Opticomm Pty Ltd ACN 117 414 776 (**Opticomm**) and Exetel Pty Ltd ACN 097 986 546 (**Exetel**) have entered into a variation of an access agreement (the **Exetel MSA Variation**). The effect of the Exetel MSA Variation is that the Master Services Agreement for Supply of Telecommunications Services between Exetel and Opticomm (the **Exetel MSA**) contains terms and conditions which are not the same as the terms and conditions set out in the offer to Opticomm’s wholesale customers published at <https://www.opticomm.com.au/legal/> immediately before the variation agreement was entered into (the **Opticomm RSPMA (July 2022)**). The Exetel MSA Variation was entered into on 10 October 2022.

The following table describes the differences between the terms and conditions set out in the Exetel MSA and the terms and conditions in the offer in the Opticomm RSPMA (July 2022) arising from the Exetel MSA Variation. Opticomm provides this statement of differences pursuant to section 151ZH(2) of the *Telecommunications Act 1997*.

Subject	Exetel MSA Variation Clause no.	Opticomm RSPMA (July 2022) Clause no.	Differences between the Exetel MSA and the Opticomm RSPMA (July 2022)
Pool of New Services	3(a)	N/A	<p>With effect from 1 October 2022 (Amendment Date), a pool of ‘New Services’ are subject to terms and conditions in the Exetel MSA Variation, rather than the terms and conditions in the Exetel MSA that existed immediately prior to the Exetel MSA Variation.</p> <p>The New Services comprise Service Orders for an Eligible Bitstream Service (each a Relevant Service Order) which are:</p> <ul style="list-style-type: none"> • active as at the Amendment Date and nominated in the Exetel MSA Variation; or • entered into between the Amendment Date and the expiry of the Initial Period and the Further Period (if applicable) of the Exetel MSA Variation, and replace prior nominated Service Orders. <p>Eligible Bitstream Services means those Services identified as ‘Ethernet Bitstream Services’ from time to time within the Opticomm Ethernet Product Specification Guide (or replacement document).</p> <p>Opticomm has offered the New Services in bundles of ten (10) Service Orders (capped at 12,000 Service Orders (Cap)), which forms the pool of New Services. The inclusion of Eligible Bitstream Services in the pool of New Services is on a pro-rata basis, having regard to Exetel’s total Service Orders for Eligible Bitstream Services and the Cap.</p>
Pricing of Pool	6, 7(e)	N/A	<p><u>Prepaid</u></p> <p>The fees and charges payable by Exetel to Opticomm under the Exetel MSA for the Service Orders comprising the New Services will cease to apply and the New Service Fees will apply.</p> <p>The New Service Fees are payable to Opticomm by Exetel as a lump sum within five Business Days of the commencement of the Initial Period (being 3 years commencing on the Amendment Date) and, if applicable, the Further Period (being 3 years commencing on expiry of the Initial Period) of the term of the Exetel MSA Variation.</p>

Subject	Exetel MSA Variation Clause no.	Opticomm RSPMA (July 2022) Clause no.	Differences between the Exetel MSA and the Opticomm RSPMA (July 2022)
			<p><u>Fixed Prices</u></p> <p>The New Service Fees are fixed for the Initial Period and, if applicable, the Further Period and include certain charges, costs and expenses for and in connection with the New Services, including:</p> <ul style="list-style-type: none"> (a) all recurring charges normally applicable for the Eligible Bitstream Services which includes the AVC (including the bundled CVC allowance) and State Based Aggregation fees (but excluding Interconnect Port (NNI) Fees); and (b) all charges for such items as TC-1 and TC-4 CVC (subject to such TC-1 and TC-4 CVC ordered by Exetel in any month not being 10% higher than the rolling average three-month aggregated TC-1 CVC or TC-4 CVC (as applicable) ordered by all Opticomm Retail Service Providers (which are not related parties of Opticomm) for the Eligible Bitstream Services and Service Change Requests. <p>Nothing relieves Exetel from:</p> <ul style="list-style-type: none"> (a) paying any fees or charges under the Exetel MSA which are not specified in the MSA Variation as included within the New Service Fees. Interconnect Port (NNI) Fees, Service Activation Fee, New Development Charge, New Connection Charge and Support Fees are examples of fees which remain separately payable by the Exetel in relation to any Relevant Service Order which becomes a New Service; or (b) paying any fees or charges applicable to any Excluded Service Orders. <p>There are no charges associated with upgrades/downgrades by speed or plan type for an End User in respect of the New Services. There will be no increase in the New Service Fees should there be inflationary increases in Opticomm's costs before the end date of the term of the Exetel MSA Variation.</p> <p><u>Refund of Upfront payment on termination</u></p> <p>If the Exetel Variation MSA terminates prior to expiry for any reason, Opticomm will reimburse Exetel a pro-rated rebate of the upfront New Service Fee (relative to the remaining duration of the Initial Term or Further Term (as applicable in the circumstance) (Refund) within 10 Business Days of the effective date of termination.</p>
Substitution of services into the Pool	2(b)	N/A	<p>Where any Service Order subsequently becomes an Excluded Service Order, Exetel can elect another Service Order (being for an identical Eligible Bitstream Service to the Excluded Service Order, or where Exetel has no replacement End User for such identical Eligible Bitstream Service then Exetel can select the next highest plan in the Eligible Bitstream Services to include (subject to such next highest plan not being EBS250-25 or above)) to be included in the pool comprising the New Services (and upon inclusion in the pool that Service Order will be subject to the terms and conditions applicable to the New Services).</p> <p>An Excluded Service Order means any Service Order for an Eligible Bitstream Service which is in excess of the Cap applicable to the pool of New Services, has been terminated by either Opticomm or Exetel, has been cancelled by the applicable End User, or Exetel has elected to remove from the pool.</p>

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Transfer of services within the Pool	3(f)	N/A	New Services are transferrable between connected premises on the Eligible Network at Exetel's discretion and at no cost to the Exetel other than the relevant Service Activation Fee. The Eligible Network is any area of Opticomm's network which is offered as layer-2 wholesale services only.
Preferencing of Opticomm network	4	N/A	<p>The Exetel MSA Variation contains marketing commitments.</p> <p>Exetel must, in marketing its services to retail end users:</p> <ul style="list-style-type: none"> (a) use commercially reasonable efforts to continually preference ethernet bitstream services delivered on the Eligible Network (Opticomm Network Services) over ethernet bitstream services delivered on any other Telecommunications Network in competitive network communities (which are those areas or locations where both the Eligible Network and any other Telecommunications Network(s) are present, excluding any Telecommunications Networks owned by Exetel or any of its affiliates); and (b) use commercially reasonable efforts to promote and advertise the retail supply of Opticomm Network Services in the same proportion to the level of the promotion and advertising of the NBN Network as the footprint of the Eligible Network bears to the footprint of the NBN Network. <p>If preferencing the Opticomm Network Services at competitive network communities becomes operationally or commercially detrimental for Exetel to do so, when compared to services delivered on any other Telecommunications Network, then Exetel will provide written notice of such issues to Opticomm. If, after good faith discussions, Opticomm and Exetel are unable to agree on mitigation activities, Opticomm may terminate the Exetel Variation MSA by giving sixty (60) Business Days' prior written notice of termination.</p>
Transitioning to Opticomm network	5	N/A	Exetel agrees to make a genuine one-time offer to its retail NBN End Users that are within Opticomm's Eligible Network footprint to transition to the Opticomm network. Exetel will make the offer within sixty (60) days of the Amendment Date. Opticomm agrees to continue to offer Exetel any incentives it offers to its entire RSP base (such as for example its 'Freedom to Get More' incentive) to assist Exetel with its marketing offer.
No termination for convenience	2(d)	N/A	Opticomm may not rely on its right under the Exetel MSA to terminate the agreement for convenience by giving no less than 6 months' written notice while the Initial Period and the Further Period (if applicable) remain on foot.