

## Statement of Differences – New Service Level Agreement

Opticomm Pty Ltd ACN 117 414 776 (**Opticomm**) and Telstra Corporation Limited ACN 051 775 556 (**Telstra**) have agreed a new Service Level Agreement (**New SLA**) which will apply to the access agreement entered into between the parties (the **Telstra RSPMA**). The New SLA has effect from 1 October 2022.

The effect of the New SLA is that the Telstra RSPMA 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 [www.opticomm.com.au/legal/](http://www.opticomm.com.au/legal/) immediately before the New SLA was entered into (the **Opticomm RSPMA (July 2022)**). The Service Level Agreement applicable under the Opticomm RSPMA (July 2022) immediately before the New SLA was entered into was the Service Level Agreement in Annexure A of the ‘Opticomm RSP MSA (prior)’ published at [www.opticomm.com.au/legal/](http://www.opticomm.com.au/legal/) (**Old SLA**).

Opticomm published the New SLA at [www.opticomm.com.au/legal/](http://www.opticomm.com.au/legal/) on 3 October 2022. Accordingly, effective from that date, Opticomm varied its standard offer to Opticomm’s wholesale customers to include the terms of the New SLA. The New SLA applies to the Opticomm RSPMA (July 2022), and is not applicable to prior versions of the Opticomm RSP Master Agreement which continue to be subject to the Old SLA.

The following table describes differences between terms and conditions set out in the New SLA and terms and conditions in the Old SLA. Opticomm provides this statement of differences pursuant to section 151ZH(2) of the *Telecommunications Act 1997*.

Subject	New SLA Clause no.	Old SLA Clause no.	Differences between the New SLA and Old SLA
<b>Applicability</b>	2(a)	2	<p>The terms of the New SLA will commence incrementally, as follows:</p> <p><i>2(a) This Service Level Agreement will apply to Ordered Services on the Opticomm FTTP Network as follows:</i></p> <p><i>(i) in respect of the Velocity Estates and any Services, this Service Level Agreement will apply from the commencement of scale transition (which excludes any pilot transition) for the Velocity Estates and will apply to Ordered Services at a premise within the Velocity Estates once the transition process applicable to the relevant passive optical network (PON) which that premise exists within is deemed as fully complete and a further grace period of ten (10) Business Days has passed;</i></p> <p><i>(ii) in respect of the remainder of the Opticomm FTTP Network and Ethernet Bitstream Services and Priority Assistance Services, this Service Level Agreement will apply from 1 July 2023; and</i></p> <p><i>(iii) in respect of the remainder of the Opticomm FTTP Network and Metro Ethernet Access Services, this Service Level Agreement will apply from 1 October 2022.</i></p> <p>The terms of the Old SLA apply to the provision of the Non-CSG Services set out in the Wholesale Price List and to CSG Services.</p>
<b>Fault Management, Fault Reporting, Performance</b>	3.1(b) & Operations Manual	3 to 6	The Old SLA contained terms and conditions relating to Fault Management, Fault Reporting, Performance Reporting and Planned Outages.

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<b>Reporting and Planned Outages</b>			The Telstra RSPMA and the Opticomm RSPMA (July 2022) each contain a requirement for the parties to comply with the Operations Manual published at <a href="http://www.opticomm.com.au/legal/">www.opticomm.com.au/legal/</a> . The New SLA provides that the service levels in the SLA do not apply where the RSP has failed to comply with the applicable ordering, trouble ticket or appointment process set out in the Operations Manual.
<b>Service Level Tables and Rebates</b>	2(c)	7.3	<p>Clause 7.3 of the Old SLA describes rebates for Service Level areas of performance for Non-CSG Services. The SLA Table in clause 2 of the New SLA describes rebates for Service Level areas of performance for Non-CSG Services. The SLA Table in the New SLA includes level of performance metrics.</p> <p>Key differences are:</p> <p><b>Rebates (Non-CSG Residential services):</b> The Old SLA provides some service levels, but no rebates for fault restoration for residential services (categorised as 'Bronze' level services). The New SLA applies service levels and rebates to residential services (with such service levels and rebates being equivalent to certain service levels and rebates offered by the nbn on its residential services).</p> <p><b>Rebates (Metro Ethernet Access Service):</b> The Old SLA rebate for a failure to meet Service Connection or Service Variation agreed dates comprise 100% of the Connection Fee. The New SLA rebate for failure to meet a committed installation date for a connection or activation of an Ordered Service is 10% of the monthly Service Fee per Business Day (max 10 Business Days).</p>
<b>Claiming Compensation</b>	4.3	7.5	<p>Under the Old SLA, the payment of a rebate is conditional on the RSP notifying Opticomm of the non-compliance within 3 months of the relevant issue.</p> <p>Under the New SLA, the payment of a rebate is conditional on the RSP notifying Opticomm of the non-compliance within 6 months of the relevant issue. The RSP must ensure that, for each rebate provided to RSP by Opticomm, the relevant affected End-user receives a fair value benefit (in monetary or other form) of that rebate.</p>
<b>Priority Assistance Service Levels</b>	7	n/a	The New SLA includes Service Levels for Priority Assistance connections and fault rectification.
<b>Customer Service Guarantee</b>	9, 10	8	<p>The New SLA and Old SLA each contain terms applicable where Opticomm is liable to the RSP for CSG compensation.</p> <p>Under the Old SLA, a claim by the RSP for compensation is conditional on various terms and conditions, including the RSP providing evidence to Opticomm of a claim for a CSG rebate from the End-user and on the RSP making a claim to Opticomm within 6 months of the relevant breach.</p> <p>Under the New SLA, a claim by the RSP for compensation is conditional on various terms and conditions, including on the RSP having discharged its liability for the CSG Damages via payment to the End-user and making a claim to Opticomm within 2 years after the RSP paid those CSG Damages.</p>
<b>Operational Targets, Network Performance, Backhaul Capacity Management</b>	11, 12, 13	n/a	The New SLA includes Service Levels for Operational Targets, Network Performance, Backhaul Capacity Management.