



## TACTICAL OFFER NOTICE (“Trial Campaign”)

We refer to your Telstra Dealership Agreement (**Agreement**). This is a **Tactical Offer Notice**. Participation is optional. See the **Generic Tactical Offer Terms** (on Retail Live or as otherwise communicated to you) and your Agreement for further details

Eligible Partners:

1. Telstra Dealership Agreement TDA – Complex Data Schedule
2. Telstra Dealership Agreement TDA, Business & Enterprise Dealer Category – Complex Data Schedule

### About the Tactical Offer

#### 1 **Tactical Offer – On-Net Renewal Bonus for IP VPN**

The purpose of this campaign (“**On-Net Renewal Bonus Offer Trial**”) is to promote Renewals of sites that currently have an active Telstra Business IP / Connect IP Telstra Fibre service.

Under the terms of this On-Net Renewal Bonus Offer Trial, partners will be eligible to receive a Renewal Bonus payment in instances where an IP VPN service has been renewed for a 36-month or 24-month period and meets the below eligibility requirements. The eligible renewed service must be signed by the customer between the Incentive Start Date the Incentive End Date. Eligible Services for Renewal are listed in detail in Appendix A together with the respective amount to be paid.

#### 2 **Eligible Customer**

The On-Net Renewal Bonus Offer applies to Partners that renew **Telstra Enterprise customers only** and that are not leveraging State Panel Contract Pricing. Claims from Partners that relate to renewing Consumer & Small Business (C&SB) customers are not eligible under this Trial Campaign.

### Tactical Offer Period

#### 3 **Relevant Period**

The On-Net Renewal Bonus Offer Trial Period is the relevant period between the following Start Date and End Date, inclusive, unless varied or terminated earlier in line with the Agreement or these terms:

Start Date: 1<sup>st</sup> of April 2020  
End Date: 31<sup>st</sup> of December 2020

### Eligibility Criteria

#### 4 **Eligibility for On-Net Renewal Bonus Offer Trial Payment**

To be eligible to receive an On-Net Renewal Bonus payment, the following conditions apply:

- a) The service must be renewed for a contract term of 36 months or greater to receive full payment. Contract terms of 24 months will result in a two-thirds payment of the On-Net Renewal Bonus Payment.
- b) The Renewal is signed no earlier than the Start Date of this Tactical Offer and before the End Date of this On-Net Renewal Bonus Offer Trial and, in addition, no more than 90 days before the end date of the customer’s prior associated Business Services Agreement (BSA) or Corporate Services Agreement (CSA.) Partners must provide evidence of this by embedding within the On-Net Renewal Bonus Offer Trial Payment Template, a copy of the prior BSA/CSA which must show the end date of the contract and the Monthly/Quarterly Spend. Partners must also embed a copy of the Renewal BSA/CSA showing the start date and the new Monthly/Quarterly Spend.
- c) The customer must not be leveraging Government State Panel Contract Pricing.
- d) Partners must be nominated as the contributing partner of record by the aligned Client Executive (CE) or Business Solutions Lead (BSL) Sales Manager and tagged within the associated Phoenix / Telstra Partner Central Opportunity at a Product Level. Partners will need to provide a screenshot of this tagging within the On-Net Renewal Bonus Offer Trial Payment Template. Instructions on where to go to obtain this screenshot will be provided in the Template.
- e) Partners must embed, within the On-Net Renewal Bonus Offer Trial Payment Template, an email from the aligned CE or BSL Sales Manager indicating that:
  - i. The partner in question played an active role and contributed to the Renewal of the Service.
  - ii. The customer that the partner renewed was not a customer leveraging State Panel Contract Pricing.

Guidance on the articulation of this email from aligned CE/BSL Sales Managers will be provided in the On-Net Renewal Bonus Offer Trial Payment Template.

- f) Where a speed upgrade or downgrade order is incorporated into the Renewal, the Renewal Bonus Offer will be paid against the final speed – only after speed changes are complete.
- g) Payment submission can only occur after the signed Renewal BSA/CSA has been lodged with Telstra's Billing Implementation Team and after any associated speed changes are complete.
- h) Only applicable for Business IP (all speeds and redundancy variants) and Connect IP (all speeds.) Refer to Appendix A for the full list of applicable plans.
- i) The customer's quarterly/monthly spend for Data and IP service must not reduce by more than 25%. In the On-Net Renewal Bonus Offer Trial Payment Template Partners will be required to input the prior BSA/CSA quarterly/monthly spend and the Renewal BSA/CSA quarterly/monthly spend. The template will then calculate the % movement in quarterly/monthly spend, if a reduction of more than 25% occurs, the services will be ineligible for the On-Net Renewal Bonus Offer Trial Payment.
- j) The fully populated On-Net Renewal Bonus Offer Trial Payment Template must have embedded in it:
  - i. A copy of the new 36-month/24-month term signed BSA/CSA
  - ii. A copy of the prior signed BSA/CSA
  - iii. A screenshot of the Partner being tagged in the opportunity in Salesforce
  - iv. An email from the aligned CE or BSL Sales Managerand must be sent to **! Renewals Bonus@team.telstra.com (F1801336@team.telstra.com.)** Instructions on how to embed documents within the template are provided within the template.
- k) The fully populated On-Net Renewal Bonus Offer Trial Payment Template must be submitted within 14 days of the campaign End Date to be considered.

## **5 Ineligible Activity**

For clarity, circumstances where you will not be eligible to receive an On-Net Renewal Bonus Offer Trial Payment include:

- (a) The customer is not an Eligible Customer under the terms of this On-Net Renewal Bonus Offer Trial.
- (b) The contract renewal term is less than 24 months. Please note contract terms of 24-35 months will result in a two-thirds payment of the On-Net Renewal Bonus Payment.
- (c) The Renewal BSA/CSA was signed more than 90 days before the expiry date of the former BSA/CSA.
- (d) The prior BSA/CSA and/or Renewal BSA is not embedded into the On-Net Renewal Bonus Offer Trial Payment Template.
- (e) The contract end dates, start dates or monthly/quarterly spends are not clearly visible/legible in the Prior BSA/CSA or Renewal BSA/CSA.
- (f) The email from the aligned CE or BSL Sales Manager is not embedded into the On-Net Renewal Bonus Offer Trial Payment Template. Please note, screenshots of this email will not be accepted, the email must be embedded within the template.
- (g) Screenshot of the partner being tagged at a Product Level in Salesforce are not provided.
- (h) The customer renewed is leveraging Government State Panel Contract Pricing.
- (i) Payments are capped to 50 sites per customer Renewal.
- (j) Any other circumstances where the On-Net Renewal Bonus Offer Trial Product terms are not met, or you are in breach of your agreement.

## **7 Assessment**

- (a) Telstra's records are conclusive: When determining the eligibility or number of bonus payments that you may be entitled to under this On-Net Renewal Bonus Offer Trial, Telstra's records at the time of such determination, will be conclusive.
- (b) Bonus Payment Date: Where, in Telstra's assessment, you are eligible to receive a bonus payment under this On-Net Renewal Bonus Offer Trial, Telstra will use reasonable commercial endeavours to pay you within 60 days of successful completion of a reliable submission as outlined above. However, Telstra cannot guarantee that all amounts will be paid in accordance with this timing.

## **Further terms**

### **8 Variation and termination**

- (a) Telstra may vary the terms of this On-Net Renewal Bonus Offer Trial on notice to partners with immediate effect, at any time during the Tactical Offer Period.
- (b) Telstra may terminate this On-Net Renewal Bonus Offer Trial with immediate effect, at any time during the Tactical Offer Period.

### **9 Confidentiality**

You agree to keep the terms of this On-Net Renewal Bonus Offer Trial confidential in accordance with your obligations under the Agreement.

### **10 Overpayment and Clawback**

Where we pay you a bonus payment under this On-Net Renewal Bonus Offer Trial and we subsequently:

- (a) Determine that you were not entitled to this bonus payment; or
- (b) Determine that the service was never renewed; or
- (c) Determine that the service associated with this On-Net Renewal Bonus Offer Trial was subsequently disconnected within 6 months of our payment to you, or where the relevant customer has, since the date of the renewal sale, never paid any bill we issue to them relating to the service,

we are entitled to treat such payment as an overpayment for the purposes of the General Terms of your Agreement.

### **11 Other**

When participating in this On-Net Renewal Bonus Offer Trial you must comply with:

- (a) The terms of this Notice;
- (b) The terms of your Agreement; and
- (c) Any guidelines, procedures and communications issued by us in relation to this On-Net Renewal Bonus Offer Trial (including any information on the Dealer Communication System).

The terms of this apply in addition to the terms of your Agreement, including any variations to that Agreement. To the extent of any inconsistency, the terms of this Tactical Offer Notice prevail.

## **Next Steps**

If you have any questions about this Tactical Offer Notice, please speak with your Telstra Enterprise Partner Manager.

Yours faithfully,

**Steve Combes**

Channel Sales, Commercial Management Principal

Telstra Enterprise

For and on behalf of Telstra Corporation