



## Resale of Services Agreement Variation

### Variation No. 2

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#### YOUR DETAILS

**Name** Victorian Rail Track (you or your)  
**ABN** 55 047 316 805  
**Address** Level 8, 1010 LaTrobe St, Docklands, VIC 3008

#### OUR DETAILS

**Name** Telstra Corporation Limited (ABN 33 051 775 556) (we, us or our)  
**Address** General Manager, Contract Management  
 Locked Bag 6502, Sydney NSW 2001  
**Fax Number** 1300 886 281

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1. The parties entered into the Resale of Services Agreement dated 3 October 2011 (as amended by Variation No. 1 dated 27 October 2011) (**Agreement**).
  2. The parties agree that from the date this Variation Agreement No. 2 is signed by the last party, the Agreement will be varied in accordance with the terms of this Variation Agreement No. 2. Subject to the variations, the Agreement will continue in full force and effect.
  3. Terms used in this Variation Agreement have the same meaning as terms defined in the Agreement.
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#### Agreed by you

Signed for you by your authorised representative:

Signature

Date

21 JAN 2013

Print Name

Max Higgins

Position

Procurement Manager

#### Agreed by us

Signed for us by our authorised representative:

Signature

Date

16 JANUARY 2013

Print Name

DING GOU

Position

GM VIC/TAS Q&UT



The terms of the Agreement are varied as follows:

Clause	Variation				
Annexure A - List of Customers	Add a new row in the table in 'Annexure A – List of Customers' as follows: <table border="1" data-bbox="379 383 1437 472"> <thead> <tr> <th data-bbox="387 394 906 427">Customer Company / Entity Name</th> <th data-bbox="911 394 1430 427">ACN / ABN</th> </tr> </thead> <tbody> <tr> <td data-bbox="387 434 906 468">KDR Victoria Pty Ltd (trading as Yarra Trams)</td> <td data-bbox="911 434 1430 468">42 138 066 074</td> </tr> </tbody> </table>	Customer Company / Entity Name	ACN / ABN	KDR Victoria Pty Ltd (trading as Yarra Trams)	42 138 066 074
Customer Company / Entity Name	ACN / ABN				
KDR Victoria Pty Ltd (trading as Yarra Trams)	42 138 066 074				
Service Schedule 1 – Mobile Services (Government Fleet Plan)  Service Schedule Term	In Service Schedule 1 – Mobile Services (Government Fleet Plan) replace the words “24 months from the Service Start Date” that appear in the Service Schedule Term with the words “24 months from the date Variation Agreement No. 2 is signed by the last party”.				
Service Schedule 1 – Mobile Services (Government Fleet Plan)  Attachment 1 - Pricing	Replace 'Attachment 1 – Pricing' in Service Schedule 1 – Mobile Services (Government Fleet Plan) with 'Attachment 1 – Pricing' that is attached to this Variation Agreement.				



# Attachment 1 - Pricing

## A. PRICING DETAILS

For the Customer 'KDR Victoria Pty Ltd (trading as Yarra Trams) (ABN 42 138 066 074)' all prices for the Services provided under this Service Schedule 1 – Mobile Services (Government Fleet Plan) and any other fees are the prices applicable for "Enterprise Fleet Casual Plan 10" as provided in Our Customer Terms.

For all other Customers all prices for the Services provided under this Service Schedule 1 – Mobile Services (Government Fleet Plan) and any other fees are the prices applicable for "Enterprise Fleet Casual Plan 10" as provided in Our Customer Terms, except as otherwise set out below:

Services / Pricing Plans	Pricing (exc. GST)
<b>Telstra Government Fleet Plan</b>	
Monthly network access charge	\$0
Included national, MessageBank, Circuit Switched data calls, SMS	\$0
Charges for national calls to an Australian fixed or mobile number (at all times) – per 30 second block (charged per second)	6.36¢
Connection fee for national voice calls to an Australian fixed or mobile number	0¢
Charges per SMS up to 160 characters sent (except to premium numbers and international numbers)	10.91¢
Charges per MessageBank Diversion	5c per 30 sec block
Charges per MessageBank Retrieval (customised)	5¢ per 30 sec block
Intra-account calls	9.09¢ for the first 10 minutes – standard call rates apply after 10 minutes.

