

Program Support Agreement

NBN Co Limited ABN 86 136 533 741

nbn

[insert customer name], ABN [insert ABN]

RSP



The nbn™ Activities described in this document are not a listed carriage service for the purposes of section 152AL of the Competition and Consumer Act. The supply of nbn™ Activities under this Agreement does not have the effect of making the nbn™ Activities a declared service for the purposes of Part XIC of the Competition and Consumer Act. This document is not executable and is not a Standard Form of Access Agreement for the purposes of Part XIC of the Competition and Consumer Act.



Execution

Executed as an agreement.

Signed for **nbn co limited** by its authorised representatives:

Signature of authorised representative

Signature of authorised representative

Name of authorised representative

Name of authorised representative

Date of signature

Date of signature

Executed by **[RSP]** by its authorised representatives:

Signature of authorised representative

Signature of authorised representative

Name of authorised representative

Name of authorised representative

Date of signature

Date of signature



Background

- A nbn and RSP may be parties to an EEBC that governs the design and construction of infrastructure required for the supply of nbn Enterprise Ethernet ordered products.
- B nbn and RSP are parties to a WBA that sets out the terms on which RSP may order Products from nbn and nbn will supply those Products to RSP, including in respect of Eligible nbn Ethernet TC-4 Business Products requiring Program Support for related build activities.
- C RSP requires assistance with Activities in respect of an Opportunity.
- E nbn and RSP promise to carry out and complete their respective obligations in accordance with these Terms and Conditions.

Terms and Conditions

Current as at 15 August 2025.

1. Program Support

- (a) RSP may submit a Registration Form in respect of each Opportunity.
- (b) nbn may accept or reject such a Registration Form. nbn will endeavour to inform RSP whether their Opportunity has been accepted within 5 Business Days of receiving the Registration Form, or if nbn requires any further information.
- (c) If nbn, in its discretion, accepts a Registration Form in respect of an Opportunity, nbn will provide RSP with the following support activities (the **Program Support**):
 - a. development of a schedule of Activities having regard to the delivery requirements of both RSP and the End User, to the extent notified to nbn by RSP (for clarity, this schedule will not affect any Committed Delivery Date given under the WBA);
 - b. regular reporting on the progress of the Activities, which will be provided at a cadence determined by nbn (such as written weekly reports and monthly steering committees); and
 - c. ongoing contact with the nbn representatives, which includes access to an escalation process and may include, on request, tripartite meetings between the RSP, End User and nbn from time to time.
- (d) For the duration of Program Support, RSP must provide all assistance that may be requested by nbn, including (where applicable):
 - a. providing a single project manager to work with nbn for the Opportunity to which the Program Support relates;
 - b. facilitating a tripartite kick-off meeting between the RSP, nbn and the End User;
 - c. providing accurate address information (including Location IDs);
 - d. placing any orders under the WBA for nbn™ Ethernet and/or Enterprise Ethernet Products, in relation to the Opportunity, in line with any transition plan delivery dates agreed between nbn and RSP, and ensure that the Customer Required Dates are entered correctly; and
 - e. submitting a Registration Form for any new Premises to be added to the Opportunity.

2. RSP acknowledgements regarding Program Support

- (a) RSP acknowledges and agrees that: (A) no service levels, performance objectives or rebates are available or applicable in connection with Program Support; (B) nbn's capacity to provide the Program Support may be constrained from time to time; and (C) Program Support has not been designed by nbn as (and is not suitable as) input into the supply of Downstream Products on a commercial basis.
- (b) RSP further acknowledges that:



- a. the activities (including build activities) described in this document are not a listed carriage service or a service that facilitates the supply of a listed carriage service for the purposes of section 152AL of the Competition and Consumer Act; and
- b. this document is not a Standard Form of Access Agreement for the purposes of Part XIC of the Competition and Consumer Act.

3. Termination and suspension

- (a) Notwithstanding anything to the contrary in these Terms and Conditions, nbn may suspend or cease the provision of Program Support (or any aspect of the Program Support) and / or terminate these Terms and Conditions, at any time by giving as much notice to RSP as is reasonably practicable in the circumstances, which for the avoidance of doubt, may be immediate if RSP fails to comply with these Terms and Conditions.
- (b) RSP may cancel the provision of Program Support in full at any time by giving notice to nbn. Upon receipt of such notice from RSP, nbn will cease supplying Program Support.

4. Participation of third parties

RSP must manage all aspects of the End Users' involvement in Program Support, and must:

- (a) ensure that the End User participates in any activities in connection with Program Support as reasonably requested by nbn from time to time;
- (b) manage all interactions with End Users, including handling all requests, disputes and the provision of information as reasonably directed by nbn;
- (c) ensure that any necessary consents have been obtained to disclose End User confidential information and Personal Information to, and for that information to be used and disclosed, by nbn; and
- (d) exclude, to the extent permitted by law, all express or implied representations, conditions, warranties and guarantees arising from or in connection with Program Support, and to the extent such matters cannot be lawfully excluded, limit all liability for such matters to the re-performance of the activities in connection with Program Support.

5. Access to premises

- (a) RSP must provide, or procure the provision of, safe and timely access to any premises owned, controlled or occupied by RSP or End User to the extent access is required by nbn to provide Program Support.
- (b) RSP must hold any consent, approval or right of access obtained under section 5(a) of these Terms and Conditions on trust for the benefit of nbn, and on request must provide nbn documentary evidence of such consent, approval or right of access.
- (c) When visiting any premises of the other party or an End User, the visiting party must comply with any policies of the other party (or the End User), any reasonable directions given by that party (or the End User), and all OH&S Laws.

6. Confidentiality

- (a) Clauses 18.1 to 18.5 (inclusive) and clause 20 of the EEBC and/or Module D1 (Confidential Information) of the WBA will apply to these Terms and Conditions as if references in those clauses to the EEBC and WBA are references to these Terms and Conditions.

7. Liability

- (a) To the full extent permitted by law, nbn excludes: (A) all liability to RSP in respect of any loss arising by reason of any failure of Program Support to perform in accordance with the descriptions set out in the Registration Form, be fit for the purposes for which such services are commonly supplied; fit for a particular purpose or supplied within a particular time; or at all; and (B) all express or implied representations, conditions, warranties and guarantees arising from or in connection with Program Support, whether based in statute, regulation, common law or otherwise. RSP Quarterly Bulletin #24 (1 April 2025 to 30 June 2025) RSP Quarterly Bulletin #24 (1 April 2025 to 30 June 2025)



- (b) To the full extent permitted by law, nbn's aggregate liability to RSP in relation to any and all events that arise in connection with Program Support (whether that liability arises in contract, tort (including negligence), at common law, in equity, under statute, under an indemnity or otherwise) is limited to \$100.
- (c) If nbn breaches any condition, warranty or guarantee under or implied by law which cannot be lawfully excluded, to the maximum extent permitted by law, the liability of nbn is limited, at nbn's option, to the re-performance of the activities in connection with Program Support.

8. Pricing and delivery dates

- (a) RSP acknowledges that the Program Support does not guarantee pricing in relation to any Activities under the WBA.
- (b) If, as a part of Program Support, RSP agrees to a date by which nbn will complete Delivery that is more than 50 Business Days after Accepting an Order, RSP acknowledges and agrees that in such circumstances RSP is waiving its right to rely on the Service Delivery Guarantee.

9. Title and Intellectual Property

- (a) Each party (or its licensors) owns all right, title and interest in its own systems, equipment, facilities and materials which currently exist or may be acquired, created or developed by or on behalf of that party.
- (b) Subject to section 9(a), nbn (or its licensors) will own all intellectual property rights in any products or services supplied by nbn in connection with Program Support.

10. General

- (a) Each party must comply with all applicable laws in connection with the exercise of its rights and the performance of its obligations in connection with Program Support.
- (b) These Terms and Conditions represent the entire agreement between the parties about Program Support and replace all previous agreements, understandings, representations and warranties about those matters. These Terms and Conditions do not amend and do not replace the parties obligations under the WBA or an EEBC.
- (c) nbn may, acting reasonably, vary these Terms and Conditions during the Program Support Period upon no less than 20 business days' prior written notice to the RSP, and such amended Terms and Conditions will apply to any Registration Forms submitted from the date the amendment to the Terms and Conditions take effect.
- (d) Clauses 23, 24, 25, 26, 27, 28, 29(a), 29(b) of the EEBC and/or Module H (General Terms) of the WBA (as applicable) will apply to these Terms and Conditions as if references in those clauses to the EEBC and/or WBA (as applicable) are references to these Terms and Conditions.

11. Defined terms

- (a) Subject to section 11(b) of these Terms and Conditions, a capitalised term used but not defined in these Terms and Conditions has the meaning given to it in the EEBC or WBA (as applicable), and to the extent of any inconsistency, the meaning given in the WBA and/or EEBC will apply.
- (b) In these Terms and Conditions, the following definitions apply:

Activities means the preparatory build activities, including Program Support, provided under an EEBC and/or the WBA for Eligible nbn Ethernet TC-4 Business Products, undertaken to ensure the readiness of a Premises for a given Opportunity.

EEBC means the nbn Enterprise Ethernet Build Contract version 6 and any subsequent versions (or replacements) of that agreement.

End User means the person in respect of which the Opportunity relates.



Eligible nbn Ethernet TC-4 Business Products means nbn Ethernet TC-4 Built for Business Products and/or nbn Ethernet TC-4 Products for which either a corresponding 'Enhanced-4 (24/7)', 'Enhanced-12 (24/7)' or 'Enhanced 90 day-12 (24/7)' Fault Rectification Service is to be ordered, under the WBA.

Opportunity means the opportunity set out on the first page of the Registration Form in Annexure A, which relates to the Premises in respect of which RSP requests nbn to provide Program Support.

Program Support has the meaning given to it in section 1(c) of these Terms and Conditions.

Program Support Period means the period commencing on the date on which these Terms and Conditions are executed by the last party, and ending on the date that nbn terminates these Terms and Conditions in accordance with section 3(a) of these Terms and Conditions.

Registration Form means a form by which RSP provides nbn with details of proposed Opportunities for Program Support, in the form set out in Annexure A or such other form as developed and notified by nbn from time to time.

WBA means the most recent agreement of that name entered into between the parties (as amended from time to time).



Annexure A Registration Form

Please send this completed Registration Form (along with the completed excel spreadsheet of fields as set out in Annexure B – Site Details, including the Premises details and LOC IDs, etc) to your respective account manager and cc BusinessNBN_PMRRegistration@nbnco.com.au

Please submit a Registration Form for each Opportunity.

nbn will endeavour to respond to this Registration Form within 5 Business Days of receipt.

RSP Details	Name: Telephone: Email
RSP Project Manager Details	Name: Telephone: Email:
Opportunity name	<i>Please attach the registration site form along with the completed excel spreadsheet as set out in Annexure B – Site Details. All fields marked mandatory must be completed, including all details including Customer name, site address(es) and LOC ID number/s.</i>

By ticking this box, RSP warrants that the information in this Registration Form is accurate and complete, that it will comply with this Registration Form and that it further agrees to provide any additional information as may reasonably be requested by nbn from time to time to better understand the Opportunity (including any relevant site transition information).

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By ticking this box, RSP confirms that it has read the Terms and Conditions and agrees that those Terms and Conditions will apply to the Program Support.

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If applicable, by ticking this box, RSP confirms that it has not placed any Orders regarding the Opportunity via the nbn™ Enterprise Ethernet Portal prior to submitting this Registration Form. RSP acknowledges that Orders placed via the nbn™ Enterprise Ethernet Portal prior to nbn providing the EE Program Support will not be eligible for EE Program Support.

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If applicable, by ticking this box, RSP confirms that it has not placed any Orders regarding the Opportunity via the nbn™ Service Portal prior to submitting this Registration Form. RSP acknowledges that Orders placed via the nbn™ Service Portal for Eligible nbn Ethernet TC-4 Business Products prior to nbn providing the Program Support will not be eligible for Program Support under this Agreement.

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Annexure B Site Details



PSA Registration
Form.xlsx