

20 October 2025

nbn[®] Sky Muster[®] Plus Strengthening Telecommunications Against Natural Disasters (SMP STAND) Letter Agreement

I refer to the **nbn[®] Sky Muster[®] Plus Interim Agreement** between nbn co limited ABN 86 136 533 741 (**nbn**) and **[insert RSP name]** ABN **[insert RSP ABN/ACN]** (**RSP**) as amended and from time to time in accordance with its terms (the **SMP IA**).

The SMP STAND Product is supplied for the purposes of RSP supporting emergency services organisations or Government Agencies in the event of a natural disaster or emergency, as part of nbn's participation in the Commonwealth government's Strengthening Telecommunications Against Natural Disasters (**STAND**) program.

Subject to the terms and conditions of this letter agreement, RSP may obtain the SMP STAND Product as defined in this letter agreement.

Annexure 1 below sets out the terms and conditions on which this letter agreement is made available to your organisation.

Action required

If you wish to accept this Offer, please contact Customer_Contracting@nbnco.com.au to request for an executable version of this letter agreement to be signed and returned to Customer_Contracting@nbnco.com.au as soon as possible, noting the Ordering Window is intended to open on and from 17 October 2025.

Further information

If you have any queries, please contact your **nbn** Account Team or Customer_Contracting@nbnco.com.au.



Annexure 1: Terms

A. Key Terms

Start Date	Execution date of this letter agreement (see section 22.a).
Expiry Date	31 st December 2027, unless extended or terminated in accordance with section 23.
Eligibility Criteria	See section 3.
Extending this letter agreement	nbn may amend this letter agreement to extend the Expiry Date by providing prior notice to RSP (see section 23.b).
Changes to this letter agreement	nbn may amend the terms of this letter agreement by giving RSP at least 5 Business Days' notice (see section 23.a).
Termination of this letter agreement	nbn may terminate this letter agreement at any time if RSP does not comply with the terms of this letter agreement, including the Eligibility Criteria (see section 23.d and 23.e). nbn may terminate this letter agreement by giving RSP notice (see section 23.c).
Interpretation	Unless otherwise specified, any capitalised terms used but not defined in this letter agreement have the meanings given to those terms in the following order of precedence: (i) SMP IA; and (ii) WBA.

B. Description of the SMP STAND Product

The SMP STAND Product is an nbn® Sky Muster® Plus Product which is used to serve a Designated Location, and which includes a 24x7 Uncapped Data Usage – 100 Plan as described in section 1.2(a) of the SMP Product Description.

C. General conditions of supply

1. RSP must at all times during the Term:
 - a. be party to the latest version of the SMP IA;



- b. be fully compliant with the terms of that SMP IA;
- c. satisfy the Supply Conditions set out in clause A2.2 (Pre-conditions to nbn supply) of the SMP IA Head Terms as at the date(s) RSP places such requests;
- d. comply with the terms of this letter agreement; and
- e. only use the SMP STAND Product for its intended purpose of providing redundant connectivity in the event of a natural disaster or emergency affecting the Designated Location to which such SMP STAND Product is supplied.

D. Designated Locations

- 2. nbn will only supply the SMP STAND Product at a fixed location which has been determined and approved by nbn as a Designated Location in accordance with section 4.
- 3. To the extent applicable to the supply of any SMP STAND Product under this letter agreement, a reference in the SMP IA to a “Premises” will be taken to be a reference to a Designated Location.

E. Ordering process

- 4. During the Term, nbn will make available to RSP a list of proposed designated locations for which RSP may submit a request to order SMP STAND Product (each, a **Designated Location**). This list may be amended or supplemented by nbn from time to time.
- 5. Within 5 Business Days of the date that nbn makes available the list (or any updated or additional list) under section 4, or such other timeline as notified to RSP by nbn from time to time (**Ordering Window**), RSP may submit a request to order the SMP STAND Product at one or more Designated Locations.
- 6. nbn will, to the extent reasonably practicable, accept or decline RSP’s request to order SMP Stand Product in accordance with section 7. However, nbn may decline a request to order the SMP STAND Product for any reason, including without limitation where due to network capacity constraints, nbn considers that the supply of the SMP STAND Product would impact other nbn Products.
- 7. Where more than one retail service provider requests to order the SMP STAND Product at a Designated Location within the Ordering Window, nbn will take into account the following criteria, in the following order of precedence, before accepting or declining a request under section 8:
 - a. first, whether RSP is or was acquiring a precursor nbn Product at the same Designated Location, with preference given to retail service providers who will minimise disruption to End Users;
 - b. second, whether the Relevant End User at the Designated Location has nominated a particular retail service provider;



- c. third, whether RSP is supplying the SMP STAND Product at other Designated Locations, with preference given to retail service providers with lower numbers of total Designated Locations requested or ordered; and
 - d. fourth, the order in which retail service providers submitted a request to order the SMP STAND Product at that Designated Location, with preference given to the earlier in time request.
- 8. Where nbn offers to supply to a proposed Designated Location and neither RSP nor any Other RSP places a request to order in respect of that Designated Location within the Ordering Window:
 - a. nbn will prepare a list that records the order in which RSP and any Other RSPs have executed this letter agreement (in this section 8, an **Eligible RSP List**);
 - b. nbn will then allocate that Designated Location to RSP (or Other RSPs) as follows — if a retail service provider was acquiring a precursor nbn Product at the same Designated Location, or the Relevant End User at a Designated Location has nominated a particular retail service provider, the Designated Location will be allocated to that retail service provider to minimise disruption to End Users — and otherwise:
 - i. the first Designated Location which is not requested will be allocated to the first retail service provider on the Eligible RSP List;
 - ii. the next Designated Location which is not requested will be allocated to the next retail service provider on the Eligible RSP List;
 - iii. this allocation sequence will continue until the last retail service provider on the Eligible RSP List has been allocated a Designated Location which has not been requested by any retail service provider; and
 - iv. if there remain proposed Designated Locations that have not been the subject of a request or allocation, then the sequence described in sections 8.a. and 8.b will be repeated until all Designated Locations have either been allocated or are subject to a separate request from RSP or any Other RSP; and
 - c. where nbn allocates a Designated Location to RSP under this section 10, RSP will be deemed to have submitted a request to order SMP STAND Product at that Designated Location in accordance with section 8 and the terms of this letter agreement.
- 9. nbn may at any time during the Term, cease supply of SMP STAND Product to a Designated Location and remove any nbn® Equipment from that Designated Location:
 - a. immediately, on request or direction from the Commonwealth government, or the reduction, cancellation, or termination of arrangements between nbn and the Commonwealth government, pursuant to the STAND program; or



- b. with at least 30 days' written notice.

F. RSP's Obligations

- 10. RSP acknowledges that any activities performed by nbn at a Designated Location in relation to the SMP Stand Product (or any RSP Product for which the SMP Stand Product is an input, including any interactions with Contracted End Users in connection with activation or assurance activities are (or were) performed by nbn on behalf of RSP.
- 11. RSP must support and assist nbn with the activities within the STAND Program including by:
 - a. assisting nbn with contacting End Users (where required by nbn, acting reasonably);
 - b. providing feedback, for the purposes of improving the products, processes or procedures that are the subject of nbn's participation in the Commonwealth's STAND Program; and
 - c. providing information about RSP's experience, and the experience of End Users, and the use and performance of the SMP STAND Product as reasonably requested by nbn for the purposes of reporting to the Commonwealth government on the STAND program.
- 12. RSP consents to nbn sharing RSP's Confidential Information with the Commonwealth as represented by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts for the purposes of nbn's participation in the Commonwealth's STAND program.

G. Contracted End User terms and conditions

- 13. In respect of each Designated Location at which nbn notifies RSP that nbn will supply the SMP STAND Product to RSP, RSP must promptly make available the terms and conditions on which RSP will supply its corresponding RSP Product to End Users (in this Part G, the **End User Terms**), either:
 - a. directly to the End User; or
 - b. to nbn for nbn to communicate, on RSP's behalf, to the End User.
- 14. RSP must ensure that any proposed End User Terms (including those adapted from any template terms notified by nbn), and any updates from time to time, are appropriate to nbn's reasonable satisfaction
- 15. In assessing whether proposed End User Terms are appropriate for the purposes of this section 15, nbn may have regard to whether the proposed End User Terms:
 - a. set out obligations on Contracted End Users regarding fair use of the RSP Product;
 - b. contain appropriate disclaimers or warnings regarding data retention that may be performed by or on behalf of nbn or RSP in the course of nbn's supply of the SMP STAND Product;



- c. appropriately and accurately communicate to the End User the nature and characteristics of nbn's supply of the SMP STAND Product; and
 - d. are updated as soon as reasonably practicable after any corresponding update to any applicable template terms notified by nbn to RSP from time to time.
16. nbn may specify the means by which RSP must present the terms and conditions referred to in section 14 to prospective End Users of the RSP Product in respect of a Designated Location.

H. Service Levels

17. RSP acknowledges and agrees that the SMP STAND Product:
- a. is supplied for public interest purposes where standard Carriage Services (including internet access and broadband access services) are not available in the event of a natural disaster or emergency; and
 - b. may not provide features, functionality, performance, capacity or reliability that are equivalent to a standard Carriage Service (including an internet access or broadband access service).
18. nbn will not provide any Service Levels, Performance Objectives, Operational Targets, Service Fault Rebates, or Performance Reports (as those terms are defined under the SMP IA) in respect of the supply of the SMP STAND Product or other activities under this letter agreement.
19. nbn may interrupt the supply of an SMP STAND Product and any such interruption will not constitute an Outage or a Service Fault (as those terms are defined under the SMP IA).

I. Charges

20. The SMP Stand Product supplied to RSP will not be subject to Charges (recurring and non-recurring), including for activities performed in connection with the installation and activation of the SMP STAND Product.

J. Disconnection of SMP STAND Product

21. nbn may disconnect and cease supplying any SMP STAND Product, prior to the Expiry Date, at any time in its absolute discretion.

K. Term and termination

22. This letter agreement:
- a. commences on the date on which it is signed by RSP and returned to nbn (**Start Date**); and



- b. expires on the Expiry Date, unless extended or terminated earlier by nbn in accordance with section 25,

(Term).

23. nbn may:

- a. amend this letter agreement on 5 Business Days' written notice to RSP;
- b. extend the term of this letter at any time by written notice to RSP;
- c. terminate this letter agreement with immediate effect upon written notice to RSP.

24. If nbn amends this letter agreement under section 23.a, RSP may elect to terminate this letter agreement by giving written notice to nbn no later than 5 Business Days prior to the effective date of the amendment.

25. Clause F13 of the WBA SFAA Head Terms (Disengagement after expiry or termination of this Agreement), as that clause is incorporated into the SMP IA, is incorporated into this letter agreement as though set out in full, with references to:

- a. "Agreement" being read as references to this letter agreement; and
- b. "Ordered Product" being read as references to an SMP STAND Product as supplied to RSP at a specific Designated Location.

L. General

26. Unless otherwise specified, any capitalised terms used but not defined in this letter agreement have the meanings given to those terms in the following order of precedence:

- a. SMP IA; and
- b. WBA SFAA.

27. Except as expressly specified, this letter agreement does not vary the SMP IA or the WBA.

28. Nothing in this letter agreement affects the accrued rights and liabilities of either party under the SMP IA or the WBA.

29. Clauses H4.5, (Counterparts), H4.10 (Governing law and jurisdiction), H4.13 (Severability) and H4.15 (Waiver) of the WBA, as those clauses are incorporated into the SMP IA, are incorporated into this letter agreement as though set out in full with references to "Agreement" being read as references to this letter agreement.

M. Definitions

Designated Location has the meaning given in section 3.

Eligible RSP List has the meaning given in section 8.a.



End User Terms has the meaning given in section 14.

Expiry Date means the Expiry Date specified in section A of this letter agreement, or such other date as amended in accordance with section 25.

Ordering Window means the period described in section 7.

Relevant End User means the emergency services organisation, government agency or other entity contracting with an RSP for the RSP Product at a Designated Location.

SMP IA has the meaning given in the cover page of the letter agreement.

SMP Product Description means the **nbn**® Sky Muster® Plus 'Product Description' under the SMP IA.

SMP STAND Product has the meaning given in section 1.

Term has the meaning given in section 24.

WBA means the most recent Wholesale Broadband Agreement entered into between **nbn** and RSP.

WBA SFAA means the Wholesale Broadband Agreement as published as a standard form of access agreement on the **nbn** website from time to time.

WBA SFAA Head Terms means the 'Head Terms' of the WBA SFAA.

