

# Product Terms

**nbn**<sup>®</sup> Ethernet Product Module

Wholesale Broadband Agreement





# Product Terms

## nbn<sup>®</sup> Ethernet Product Module

### Wholesale Broadband Agreement

Version	Description	Effective Date
5.0	First issued version of WBA 5	1 December 2023
<a href="#">5.x</a>	<a href="#">Expiry of Continued Ordering Period for UNI-V and Battery Backup for nbn Ethernet (Fibre)</a>	<a href="#">26 June 2024</a>

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#### Environment

**nbn** asks that you consider the environment before printing this document.

# Introduction

These **nbn**<sup>®</sup> Ethernet Product Terms include:

- provisions which are specific to **nbn**'s supply of **nbn**<sup>®</sup> Ethernet, but which are otherwise similar in nature to those in the [Head Terms](#);
- explanatory notes as a guide to provisions which have corresponding provisions in the [Head Terms](#); and
- Special Terms, which take priority over other provisions in this Agreement (including the [Head Terms](#)) and are subject to specific change management provisions in clause F4 of the [Head Terms](#).

The **nbn**<sup>®</sup> Ethernet Product Terms are generally arranged to replicate the order of the [Head Terms](#), with some modifications.

As an aid to the reader, this document includes the following icons:



This icon is used to identify provisions which are Special Terms.



This icon is used to identify provisions which relate to **nbn**<sup>®</sup> Ethernet (Fibre).



This icon is used to identify provisions which relate to **nbn**<sup>®</sup> Ethernet (FTTB).



This icon is used to identify provisions which relate to **nbn**<sup>®</sup> Ethernet (FTTN).



This icon is used to identify provisions which relate to **nbn**<sup>®</sup> Ethernet (FTTB) and **nbn**<sup>®</sup> Ethernet (FTTN).



This icon is used to identify provisions which relate to **nbn**<sup>®</sup> Ethernet (FTTC).



This icon is used to identify provisions which relate to **nbn**<sup>®</sup> Ethernet (HFC).



This icon is used to identify provisions which relate to **nbn**<sup>®</sup> Ethernet (Wireless).



This icon is used to identify provisions which relate to **nbn**<sup>®</sup> Ethernet (Satellite).

This document forms part of the **nbn**<sup>®</sup> Ethernet Product Module.

# Roadmap

A roadmap describing the structure of this document follows for the assistance of RSP.

## Part A: Product Supply

Part A sets out **nbn**<sup>®</sup> Ethernet-specific Special Terms and Product Terms related to product supply.

Part A: Product Supply		Page
1	Satellite Statement of Capability	7

## Part B: Financial Management

Part B sets out **nbn**<sup>®</sup> Ethernet-specific Special Terms and Product Terms related to financial management.

Part B: Financial Management		Page
2	Charges when Repair Profile applied	8

## Part C: Operational Management

Part C sets out **nbn**<sup>®</sup> Ethernet-specific Special Terms and Product Terms related to operational management.

Part C: Operational Management		Page
3	Pull Through Consents	9
4	ULLS disconnection consents	9
5	FTTB/FTTN/FTTC installation-related consents	10
6	Pre-existing satellite broadband service consents	11
7	HFC Installation consents	12
8	Battery Backup Service consents	13
9	HFC Rollout Planned Outages	13
10	FTTC Rollout Planned Outages	14
11	Supply Terms for Self-Install Kit – HFC and Self-Install Kit – FTTC	14
12	Supply Terms for NNI Link	15
13	Supply Terms for V-NNI	16
14	Performance Incident rectification relating to the Original Access Technology following a Network Activity COAT	17

## Part D: Information & Rights Management

Part D sets out **nbn**<sup>®</sup> Ethernet-specific Special Terms and Product Terms related to information & rights management.

Part D: Information & Rights Management		Page
15	Use and disclosure of Confidential Information regarding <b>nbn</b> <sup>®</sup> Ethernet (FTTB), <b>nbn</b> <sup>®</sup> Ethernet (FTTN), <b>nbn</b> <sup>®</sup> Ethernet (FTTC)	18
16	Use and disclosure of Confidential Information relating to supply of NNI-Link or V-NNI	18

## Part E: Risk Management

Part E sets out **nbn**<sup>®</sup> Ethernet-specific Special Terms and Product Terms related to risk management.

Part E: Risk Management		Page
17	CSG and priority assistance in relation to <b>nbn</b> <sup>®</sup> Ethernet	20
18	Central Splitter Faults	21
19	Exclusions of liability in connection with <b>nbn</b> <sup>®</sup> Ethernet (FTTB) and <b>nbn</b> <sup>®</sup> Ethernet (FTTN)	21
20	Exclusions of liability in connection with <b>nbn</b> <sup>®</sup> Ethernet (FTTC)	22
21	Exclusions of liability in connection with <b>nbn</b> <sup>®</sup> Ethernet (HFC)	23
22	Material Service Failure	24

## Part F: Agreement Management

Part F sets out **nbn**<sup>®</sup> Ethernet-specific Special Terms and Product Terms related to agreement management.

Part F: Agreement Management		Page
23	Changes to withdraw <b>nbn</b> <sup>®</sup> Ethernet	26
24	Immediate remedies	27
25	<b>nbn</b> 's Central Splitter and Professional Wiring Service obligations	28
26	Defaults in relation to Accelerated Connections	28

## Part G: Dispute Management

No **nbn**<sup>®</sup> Ethernet-specific Special Terms or Product Terms currently apply with respect to dispute management.

## Part H: General Terms

No **nbn**<sup>®</sup> Ethernet-specific Special Terms and Product Terms of a general nature currently apply.

## Part I: Product Management

Part I sets out **nbn**<sup>®</sup> Ethernet-specific Special Terms and Product Terms related to product management. Part I is arranged to replicate the product management lifecycle: pre-order information, installation and activation, use and disconnection of an Ordered Product.

Part I: Product Management		Page
27	Serviceability information about Non-Addressable Objects	31
28	Estimated Speeds of Ordered Products	31
29	Standard Installations and Non Standard Installations	31
30	Installation of cables and splitters for FTTB and FTTN	38
31	Voiceband Continuity and Non-Voiceband Service transition	38
32	UNI-V parameters and requirements	39
33	Modem compatibility and registration	40
34	Satellite Test Service	40
35	Priority Assistance	41
36	Priority Assistance and Accelerated Connection audit rights	42
37	Hand-back obligations	42
38	Disconnection if HFC-NTD moved	43
39	Public Interest Premises	43
40	Approved Non-Premises Locations	43

## Part A: Product Supply



*Section 1 is a Product Term which applies in connection with **nbn**<sup>®</sup> Ethernet (Satellite).*

### 1. Satellite Statement of Capability

RSP must complete a Statement of Capability to the satisfaction of **nbn** (acting reasonably) before it may place orders for **nbn**<sup>®</sup> Ethernet (Satellite).

## Part B: Financial Management



*Section 2 is a Special Term that applies in connection with **nbn**<sup>®</sup> Ethernet (FTTB) and **nbn**<sup>®</sup> Ethernet (FTTN). It should be read in conjunction with clause B1 of the [Head Terms](#).*

### 2. Charges when Repair Profile applied

RSP must continue to pay the applicable Charges for each **nbn**<sup>®</sup> Ethernet (FTTB) and **nbn**<sup>®</sup> Ethernet (FTTN) Ordered Product which has been placed into a Repair Profile notwithstanding that the service actually supplied may be restricted, limited or downgraded.



## Part C: Operational Management



Section 3 is a Special Term which applies in connection with **nbn**<sup>®</sup> Ethernet (Fibre) and **nbn**<sup>®</sup> Ethernet (HFC).

### 3. Pull Through Consents

- (a) Prior to ordering **nbn**<sup>®</sup> Ethernet (Fibre) in respect of a Service Class 1 Premises or **nbn**<sup>®</sup> Ethernet (HFC) in respect of a Service Class 21 Premises, RSP must, and must ensure that Downstream Service Providers, use reasonable endeavours to:
- (i) obtain a Pull Through Consent from all Authorised Account Holders for that Premises, except in respect of Existing Infrastructure over which a Special Service is supplied; and
  - (ii) for Existing Infrastructure at that Premises over which a Special Service is supplied, offer to each Authorised Account Holder the option of providing a Pull Through Consent and, if exercised, obtain that consent.
- (b) RSP must:
- (i) ensure that any Pull Through Consent is for the benefit of, or held on trust for, **nbn**, its Related Bodies Corporate and their respective Personnel;
  - (ii) notify **nbn** when an order is placed in respect of a Service Class 1 Premises or Service Class 21 Premises (as the case may be), whether or not all Authorised Account Holders at that Premises have provided Pull Through Consents and if any Special Service is provided at the relevant Premises;
  - (iii) maintain any Pull Through Consent obtained by RSP or any Downstream Service Provider, and provide a copy to **nbn** on request; and
  - (iv) notify **nbn** immediately if any Pull Through Consent is withdrawn at any time.
- (c) Any notifications under section 3(b) must be made in accordance with the processes set out in the [WBA Operations Manual](#).



Section 4 is a Special Term which applies in connection with **nbn**<sup>®</sup> Ethernet (Fibre).

### 4. ULLS disconnection consents

- (a) Where RSP orders **nbn**<sup>®</sup> Ethernet (Fibre) in respect of a Service Class 1 Premises and wishes to discontinue the ULLS-based service it supplies to that Premises, RSP:
- (i) consents irrevocably to:
    - (A) the ULLS being disconnected from that Premises (including for **nbn** to undertake work to supply the Ordered Product, which may include using the cable to assist pull through of **nbn**'s cable) and, where the line is solely used for ULLS provided by RSP to one or more End Users, the permanent disconnection of that line; and

- (B) any information about RSP necessary for work prior to the supply of an Ordered Product being disclosed by Telstra to, and used and disclosed by, **nbn** (such as identifying the cable over which the ULLS is supplied and enabling its removal);
  - (ii) must inform **nbn** if there is a priority assistance service, medical alert service, alarm service or other similar service with similar service levels provided at that Premises using the ULLS; and
  - (iii) without limiting **nbn**'s obligations to indemnify RSP under clauses E2.1, E2.2, E2.3 or E2.4(b) of the [Head Terms](#), releases **nbn** and its Related Bodies Corporate and their respective Personnel from any Loss or Claim arising out of or in relation to the ULLS or any line over which it is supplied being temporarily or permanently disconnected.
- (b) RSP must obtain all valid consents and approvals from Downstream Service Providers and End Users as may be required to comply with section 4(a).



Section 5 is a Special Term which applies in connection with **nbn**<sup>®</sup> Ethernet (FTTB), **nbn**<sup>®</sup> Ethernet (FTTN) and **nbn**<sup>®</sup> Ethernet (FTTC).

## 5. FTTB/FTTN/FTTC installation-related consents

### 5.1 FTTB/FTTN/FTTC installation consents

- (a) Prior to ordering:
- (i) **nbn**<sup>®</sup> Ethernet (FTTB) or **nbn**<sup>®</sup> Ethernet (FTTN) in respect of an **nbn**<sup>®</sup> Copper Pair used to serve a Service Class 11, Service Class 12 or Service Class 13 Premises; or
  - (ii) **nbn**<sup>®</sup> Ethernet (FTTC) in respect of an **nbn**<sup>®</sup> Copper Pair used to serve a Service Class 31, Service Class 32, Service Class 33 or Service Class 34 Premises,

RSP must ensure that an FTTB/FTTN Installation Consent or FTTC Installation Consent (as applicable) has been obtained from the Contracted End User on behalf of all Authorised Account Holders in respect of each affected existing Voiceband Service and Non-Voiceband Service being supplied over that **nbn**<sup>®</sup> Copper Pair. RSP is not required to obtain such FTTB/FTTN Installation Consent or FTTC Installation Consent where there is no affected existing Voiceband Service or Non-Voiceband Service being supplied over that **nbn**<sup>®</sup> Copper Pair.

- (b) RSP must notify **nbn** immediately if any FTTB/FTTN Installation Consent or FTTC Installation Consent is withdrawn at any time.
- (c) RSP must, on request by **nbn**, provide a copy of any FTTB/FTTN Installation Consent or FTTC Installation Consent to **nbn**.

### 5.2 Consent to replacement of existing services with ordered products

- (a) Where RSP orders:
- (i) **nbn**<sup>®</sup> Ethernet (FTTB) or **nbn**<sup>®</sup> Ethernet (FTTN) in respect of an **nbn**<sup>®</sup> Copper Pair used to serve a Service Class 11, Service Class 12 or Service Class 13 Premises; or
  - (ii) **nbn**<sup>®</sup> Ethernet (FTTC) in respect of an **nbn**<sup>®</sup> Copper Pair used to serve a Service Class 31, Service Class 32, Service Class 33 or Service Class 34 Premises,

and RSP is the supplier of any affected existing Voiceband Service or Non-Voiceband Service over that **nbn**<sup>®</sup> Copper Pair, RSP:

- (iii) irrevocably consents to an FTTB/FTTN Installer or FTTC Installer (as applicable) carrying out any FTTB/FTTN Installation Activity or FTTC Installation Activity (as applicable) in respect of that service; and
  - (iv) must inform **nbn** if there is a priority assistance service provided on the same Line over which **nbn**<sup>®</sup> Ethernet (FTTB), **nbn**<sup>®</sup> Ethernet (FTTN) or **nbn**<sup>®</sup> Ethernet (FTTC) is to be supplied.
- (b) If an Other RSP places an order for a product in respect of an **nbn**<sup>®</sup> Copper Pair used to serve a Service Class 11, Service Class 12, Service Class 13, Service Class 31, Service Class 32, Service Class 33 or Service Class 34 Premises, and RSP is the supplier of an existing Voiceband Service or Non-Voiceband Service over that **nbn**<sup>®</sup> Copper Pair, RSP irrevocably consents to an FTTB/FTTN Installer or FTTC Installer (as applicable) carrying out any FTTB/FTTN Installation Activity or FTTC Installation Activity (as applicable) necessary to supply the relevant service to that Other RSP.
- (c) RSP must obtain all valid consents and approvals from each Downstream Service Provider or End User as may be required to comply with sections 5.2(a) and 5.2(b).

### 5.3 In-building Wiring Consent

- (a) Prior to ordering **nbn**<sup>®</sup> Ethernet (FTTC) in respect of a Service Class 31, Service Class 32, Service Class 33 or Service Class 34 Premises at an MDU Site RSP must, and must ensure that Downstream Service Providers, obtain, or procure that the End User obtains, In-building Wiring Consent.
- (b) RSP must:
- (i) notify **nbn** immediately if it becomes aware that, in respect of any Premises for which **nbn**<sup>®</sup> Ethernet (FTTC) has been ordered:
    - (A) In-building Wiring Consent has not been obtained; or
    - (B) In-building Wiring Consent has been withdrawn at any time; and
  - (ii) on request by **nbn**, provide a copy of any In-building Wiring Consent to **nbn**.



*Section 6 is a Special Term which applies in connection with **nbn**<sup>®</sup> Ethernet (Satellite).*

## 6. Pre-existing satellite broadband service consents

- (a) If RSP or an Other RSP places an order for **nbn**<sup>®</sup> Ethernet (Satellite) which involves the de-installation or removal of equipment which is used or was previously used in connection with the supply of services under the ABG, NSS or ISS, RSP irrevocably consents to **nbn**, in connection with any of the purposes set out in clause C11(b) of the [Head Terms](#), accessing, disconnecting, removing or performing any other activity in relation to equipment used in connection with any pre-existing satellite broadband service and owned by RSP.
- (b) Prior to placing an order for **nbn**<sup>®</sup> Ethernet (Satellite) which involves the de-installation or removal of ABG, NSS or ISS equipment, RSP must obtain, and must ensure that each Downstream Service Provider and Contracted End User obtains, all necessary consents, including from each relevant End User and third party, to permit **nbn** to lawfully access,

disconnect, remove and perform any other activity in respect of any pre-existing satellite broadband service equipment in connection with any of the purposes set out in clause C11(b) of the [Head Terms](#).

- (c) RSP:
- (i) must notify **nbn** immediately if any consent obtained by RSP, a Downstream Service Provider or a Contracted End User under section 6(b) is withdrawn at any time; and
  - (ii) without limiting **nbn**'s obligations to indemnify RSP under clauses E2.1, E2.2, E2.3 or E2.4(b) of the [Head Terms](#), releases **nbn** and its Related Bodies Corporate and their respective Personnel from any Loss or Claim arising out of or in relation to any pre-existing satellite broadband service being temporarily or permanently disconnected.



*Section 7 is a Special Term which applies in connection with **nbn**<sup>®</sup> Ethernet (HFC).*

## 7. HFC Installation consents

- (a) Prior to placing an order for **nbn**<sup>®</sup> Ethernet (HFC) in respect of a Premises, RSP must ensure that an HFC Installation Consent has been obtained from the Contracted End User (and must ensure that the Contracted End User gives such HFC Installation Consent on behalf of all Authorised Account Holders) in respect of any affected existing Carriage Service delivered over an Other HFC Network and/or the HFC Network. RSP is not required to obtain such HFC Installation Consent where there is no affected Carriage Service being supplied over an Other HFC Network or the HFC Network.
- (b) RSP must notify **nbn** immediately if any HFC Installation Consent is withdrawn at any time.
- (c) Where RSP places an order for a Product in respect of **nbn**<sup>®</sup> Ethernet (HFC) in respect of a Premises, and RSP is the supplier of any affected existing Carriage Service over the HFC Network, RSP:
- (i) irrevocably consents to a HFC Installer carrying out any HFC Installation Activity in respect of that Carriage Service; and
  - (ii) must inform **nbn** if there is a priority assistance service provided on the same Line over which that **nbn**<sup>®</sup> Ethernet (HFC) Product is to be supplied.
- (d) If an Other RSP places an order for **nbn**<sup>®</sup> Ethernet (HFC) in respect of a Premises, and RSP is the supplier of an existing Carriage Service over the HFC Network, RSP irrevocably consents to an HFC Installer carrying out any HFC Installation Activity necessary to supply the relevant service to that Other RSP.
- (e) RSP must obtain all valid consents and approvals from each Downstream Service Provider and End User as may be required to comply with sections 7(c) and 7(d).



Section 8 is a Product Term which applies in connection with **nbn**<sup>®</sup> Ethernet (Fibre). It should be read in conjunction with section 8 of the **nbn**<sup>®</sup> Ethernet [Product Description](#).

## 8. Battery Backup Service ~~consents~~

- ~~(a) RSP must obtain and retain (or ensure that each Downstream Service Provider obtains and retains) the Informed Consent of the relevant Contracted End User when making a selection to either receive or not receive the Battery Backup Service in respect of a UNI.~~

Where **nbn** supplies the Battery Backup Service to RSP, the responsibilities of **nbn** and RSP in relation to the battery which supports the Battery Backup Service are:

Responsible party	Obligation
<b>nbn</b>	Supply and install the First Battery
	Notify RSP in accordance with any processes set out in the <a href="#">WBA Operations Manual</a> if the NTD generates a Battery Missing Alarm or a Replace Battery Alarm
	Give to RSP the First Battery Credit in accordance with the <a href="#">nbn</a> <sup>®</sup> <a href="#">Ethernet Discounts, Credits and Rebates Annexure</a>
RSP	Maintain, or arrange for the maintenance of, the First Battery
	Supply, install and maintain (or arrange for the supply, installation and maintenance of) all replacement batteries
	Comply with <b>nbn</b> 's directions, technical specifications and processes in relation to the maintenance of the First Battery and supply, installation and maintenance of replacement batteries
	Notify the Contracted End User of any Battery Missing Alarm or Replace Battery Alarm notified to RSP by <b>nbn</b> in accordance with the <a href="#">WBA Operations Manual</a>

**Note:** the responsible party is liable for the cost of performing its obligations set out in this section.



Section 9 is a Product Term which applies in connection with **nbn**<sup>®</sup> Ethernet (HFC). It should be read in conjunction with clause C15 of the [Head Terms](#).

## 9. HFC Rollout Planned Outages

- (a) Without limiting **nbn**'s rights to implement a Planned Outage under clause C15 of the [Head Terms](#), a Planned Outage affecting an **nbn**<sup>®</sup> Ethernet (HFC) Ordered Product may be carried out by **nbn** or a third party:
- (i) to enable; or
  - (ii) as a consequence of,
 

the performance of any work required in relation to the rollout of the HFC Network (**HFC Rollout Planned Outage**) in accordance with the [WBA Operations Manual](#).
- (b) Clause C15.1(c) of the [Head Terms](#) does not apply in respect of HFC Rollout Planned Outages.



*Section 10 is a Product Term which applies in connection with **nbn**<sup>®</sup> Ethernet (FTTC). It should be read in conjunction with clause C15 of the [Head Terms](#).*

## 10. FTTC Rollout Planned Outages

- (a) Without limiting **nbn**'s rights to implement a Planned Outage under clause C15 of the [Head Terms](#), a Planned Outage affecting an **nbn**<sup>®</sup> Ethernet (FTTC) Ordered Product may be carried out by **nbn** or a third party:
- (i) to enable; or
  - (ii) as a consequence of,
- the performance of any work required in relation to the rollout, expansion or Upgrade of the FTTC Network (**FTTC Rollout Planned Outage**) in accordance with the [WBA Operations Manual](#).
- (b) Clause C15.1(c) of the [Head Terms](#) does not apply in respect of FTTC Rollout Planned Outages.



*Section 11 is a Product Term which applies in connection with **nbn**<sup>®</sup> Ethernet (HFC) and **nbn**<sup>®</sup> Ethernet (FTTC). This section should be read in conjunction with clause C7 of the [Head Terms](#).*

## 11. Supply Terms for Self-Install Kit – HFC and Self-Install Kit – FTTC

- (a) Subject to section 11(c), RSP must comply, and ensure its Personnel comply, with any Supply Terms notified by **nbn** to RSP from time to time in respect of the Self-Install Kit – HFC and Self-Install Kit – FTTC (as applicable).
- (b) **nbn** will:
- (i) consult with RSP about the introduction of, or changes to, any proposed Supply Terms in respect of supply or installation for the Self-Install Kit – HFC or Self-Install Kit – FTTC in accordance with the processes set out in clauses F4.12(b) to F4.12(l) of the [Head Terms](#); and
  - (ii) after the end of the consultation period, provide RSP with at least 60 Business Days' notice of any Supply Terms in respect of supply or installation notified under section 11(a).
- (c) Any Supply Terms notified under this section 11 in respect of supply or installation will not introduce any charges unless they are set out in the [nbn<sup>®</sup> Ethernet Price List](#) or are otherwise introduced in accordance with Module F of the [Head Terms](#).



Section 12 is a Special Term which applies in connection with **nbn**<sup>®</sup> Ethernet (Fibre), **nbn**<sup>®</sup> Ethernet (FTTB), **nbn**<sup>®</sup> Ethernet (FTTN), **nbn**<sup>®</sup> Ethernet (FTTC), **nbn**<sup>®</sup> Ethernet (HFC) and **nbn**<sup>®</sup> Ethernet (Wireless). It should be read notwithstanding clause H2 of the [Head Terms](#).

## 12. Supply Terms for NNI Link

- (a) RSP represents and warrants to **nbn** during the period starting on the date that RSP orders an NNI Link and ending on the date that **nbn** ceases to supply that NNI Link:
- (i) the Linked NNI is acquired for itself and as agent for and on behalf of V-NNI RSP of the Downstream V-NNI associated with that NNI Link (in this section 12, **Relevant V-NNI RSP**); and
  - (ii) the NNI Link is acquired for itself and as agent for Relevant V-NNI RSP, and it is duly authorised by Relevant V-NNI RSP to make such acquisition.
- (b) RSP, on its own behalf and on behalf of each V-NNI RSP, acknowledges and agrees that:
- (i) with respect to any act or omission of RSP in relation to the NNI Link associated with the Downstream V-NNI of V-NNI RSP (in this section 12, **Relevant Downstream V-NNI**) or a Linked NNI (including in connection with billing and payment or any connection, modification, disconnection, fault or incident):
    - (A) V-NNI RSP is bound by that act or omission, whether or not V-NNI RSP gave any instruction in relation to that matter;
    - (B) any such act or omission of RSP will be taken to be duly authorised by V-NNI RSP; and
    - (C) **nbn** is not required to enquire as to whether RSP has been given any instructions by V-NNI RSP or as to the terms of any such instructions; and
  - (ii) on and from Activation of a Relevant Downstream V-NNI:
    - (A) RSP and any and all V-NNI RSPs are jointly and severally liable for the acts and omissions of RSP or any and all V-NNI RSPs in respect of the Linked NNI associated with the Relevant Downstream V-NNI; and
    - (B) RSP and Relevant V-NNI RSP are jointly and severally liable for the acts and omissions of RSP and Relevant V-NNI RSP in respect of the NNI Link.



Section 13 is a Special Term which applies in connection with **nbn**<sup>®</sup> Ethernet (Fibre), **nbn**<sup>®</sup> Ethernet (FTTB), **nbn**<sup>®</sup> Ethernet (FTTN), **nbn**<sup>®</sup> Ethernet (HFC), **nbn**<sup>®</sup> Ethernet (FTTC) and **nbn**<sup>®</sup> Ethernet (Wireless). It should be read notwithstanding clause H2 of the [Head Terms](#).

## 13. Supply Terms for V-NNI

(a) RSP represents and warrants to **nbn** during the period starting on the date that RSP orders a V-NNI and ending on the date that **nbn** ceases to supply that V-NNI:

- (i) the acquisition of the Upstream NNI Link in respect of which the V-NNI is configured (in this section 13, **Relevant Upstream NNI Link**); and
- (ii) on and from the Activation of the V-NNI, the acquisition (or continued acquisition) of the Upstream Linked NNI associated with the Upstream NNI Link (in this section 13, **Relevant Upstream Linked NNI**),

is made by NNI Link RSP of the Relevant Upstream NNI Link (in this section 13, **Relevant NNI Link RSP**) as agent for and on behalf of RSP and that RSP has duly authorised Relevant NNI Link RSP to undertake such acquisition.

(b) RSP acknowledges and agrees that:

- (i) RSP is acquiring the V-NNI for itself and not as agent on behalf of any other person;
- (ii) with respect to any act or omission of Relevant NNI Link RSP in relation to a Relevant Upstream NNI Link or a Relevant Upstream Linked NNI (including in connection with billing and payment or any connection, modification, disconnection, fault or incident):
  - (A) RSP is bound by that act or omission, whether or not RSP gave any instruction in relation to that matter;
  - (B) any such act or omission of Relevant NNI Link RSP will be taken to be duly authorised by RSP; and
  - (C) **nbn** is not required to enquire as to whether Relevant NNI Link RSP has been given any instructions by RSP or as to the terms of any such instructions; and
- (iii) on and from Activation of a V-NNI:
  - (A) RSP, Relevant NNI Link RSP and any other V-NNI RSP associated with the Relevant Upstream Linked NNI are jointly and severally liable for the acts and omissions of RSP, Relevant NNI Link RSP or any V-NNI RSP in respect of the Relevant Upstream Linked NNI; and
  - (B) RSP and Relevant NNI Link RSP are jointly and severally liable for the acts and omissions of RSP or Relevant NNI Link RSP in respect of the Relevant Upstream NNI Link.



*Section 14 is a Product Term. It should be read in conjunction with clause C16.1 of the [Head Terms](#).*

## 14. Performance Incident rectification relating to the Original Access Technology following a Network Activity COAT

Despite anything else in this Agreement, after **nbn** has completed a Network Activity COAT:

- (a) **nbn** will no longer investigate or repair Performance Incidents affecting any Ordered Product supplied by **nbn** by means of the Original Access Technology; and
- (b) RSP must not submit a Performance Incident Trouble Ticket in respect of any Ordered Product supplied by **nbn** by means of the Original Access Technology.

## Part D: Information & Rights Management



Section 15 is a Special Term which applies in connection with **nbn**<sup>®</sup> Ethernet (FTTB), **nbn**<sup>®</sup> Ethernet (FTTN), **nbn**<sup>®</sup> Ethernet (FTTC) and **nbn**<sup>®</sup> Ethernet (HFC). It should be read in conjunction with clause D1.2 of the [Head Terms](#).

### 15. Use and disclosure of Confidential Information regarding **nbn**<sup>®</sup> Ethernet (FTTB), **nbn**<sup>®</sup> Ethernet (FTTN), **nbn**<sup>®</sup> Ethernet (FTTC) and **nbn**<sup>®</sup> Ethernet (HFC)

Where **nbn** is the Recipient of Confidential Information of RSP, **nbn** may, to the extent necessary, use and disclose Confidential Information for the purposes of:

- (a) pull through activities; and
- (b) the installation, maintenance, upgrade, repair, reinstatement or removal of any part of the FTTB Network, FTTN Network, FTTC Network or HFC Network, including:
  - (i) HFC Installation Activities;
  - (ii) FTTB/FTTN Installation Activities;
  - (iii) FTTC Installation Activities;
  - (iv) Jumpering;
  - (v) installing Voiceband Continuity; and
  - (vi) investigating and rectifying faults or incidents on cables in lead-in conduits,

subject to **nbn** ensuring that any person to whom a disclosure is made (which may be an Other RSP) is subject to an obligation to keep the information confidential and use the information only for the applicable purposes set out above.



Section 16 is a Product Term which applies in connection with **nbn**<sup>®</sup> Ethernet (Fibre), **nbn**<sup>®</sup> Ethernet (FTTB), **nbn**<sup>®</sup> Ethernet (FTTN), **nbn**<sup>®</sup> Ethernet (FTTC), **nbn**<sup>®</sup> Ethernet (HFC) and **nbn**<sup>®</sup> Ethernet (Wireless). It should be read in conjunction with clauses D1.2 and D1.4 of the [Head Terms](#).

### 16. Use and disclosure of Confidential Information relating to supply of NNI-Link or V-NNI

- (a) Where **nbn** is the Recipient of Confidential Information of RSP, **nbn** may, to the extent necessary, use and disclose Confidential Information, including to an Other RSP, for the purposes of exercising its rights in respect of any Loss suffered by **nbn**, or any Claim which arises or which **nbn** considers likely to arise, under an Other Wholesale Broadband Agreement relating to:

Part D: Information & Rights Management

- (i) a Downstream V-NNI associated with an NNI Link; or
- (ii) an Upstream NNI Link in respect of which the V-NNI is configured.

## Part E: Risk Management



*Section 17 is a Special Term which applies in connection with **nbn**<sup>®</sup> Ethernet. It should be read in conjunction with clauses E1 and E2 of the [Head Terms](#).*

### 17. CSG and priority assistance in relation to **nbn**<sup>®</sup> Ethernet

#### 17.1 Non-permitted uses of **nbn**<sup>®</sup> Ethernet (Wireless) or **nbn**<sup>®</sup> Ethernet (Satellite)

RSP must not use, and warrants to **nbn** that it will not use, **nbn**<sup>®</sup> Ethernet (Wireless) or **nbn**<sup>®</sup> Ethernet (Satellite), or permit any Downstream Service Provider to use an RSP Product which relies on **nbn**<sup>®</sup> Ethernet (Wireless) or **nbn**<sup>®</sup> Ethernet (Satellite) as an input, to supply a:

- (a) Downstream CSG Service (including standard telephone services that are subject to retail service providers service guarantees for the purposes of the TCPSS Act); or
- (b) Downstream Priority Assistance Service.

#### 17.2 CSG Compensation and liability under the TCPSS Act

- (a) Other than to the extent expressly specified in:
  - (i) sections 1.4(c), 2.4(d), 8.5(d), 9.5(a), 11.4(d) and 20 of the [nbn<sup>®</sup> Ethernet Service Levels Schedule](#); and
  - (ii) section 17.3,

nothing in this Agreement amends, limits or negates the rights and obligations of the parties under section 118A of the TCPSS Act.

- (b) **nbn** is not required to pay CSG Compensation to RSP under this Agreement to the extent that **nbn** has already compensated RSP or a Downstream Service Provider (or been found liable by a court of competent jurisdiction to compensate RSP or a Downstream Service Provider) for any acts or omissions contributing to the CSG contravention giving rise to that CSG Compensation by making a payment under section 118A of the TCPSS Act.

#### 17.3 CSG waivers

- (a) RSP waives, and must use reasonable endeavours to ensure that any relevant Downstream Service Provider waives, any right to recover any amount from **nbn** pursuant to section 118A of the TCPSS Act in respect of any of the following activities undertaken under this Agreement or any Prior WBA:
  - (i) the supply of **nbn**<sup>®</sup> Ethernet (Wireless) or **nbn**<sup>®</sup> Ethernet (Satellite) to RSP; and
  - (ii) each Migration Connection.
- (b) RSP releases, and must use reasonable endeavours to ensure that any relevant Downstream Service Provider releases, **nbn** from any current or future Liability in connection with section 118A of the TCPSS Act in respect of any of the following activities undertaken under this Agreement or any Prior WBA:
  - (i) the supply of **nbn**<sup>®</sup> Ethernet (Wireless) or **nbn**<sup>®</sup> Ethernet (Satellite) to RSP; and
  - (ii) each Migration Connection.

- (c) RSP waives any right which RSP may have to recover any amount from **nbn** pursuant to section 118A of the TCPSS Act in respect of any CSG contravention to the extent that a Downstream Service Provider has recovered any amount from **nbn** pursuant to section 118A of the TCPSS Act in respect of that CSG contravention.

#### 17.4 Indemnification against CSG related claims

- (a) RSP must pay to **nbn**, on demand, an amount equal to all Losses suffered or incurred by **nbn**, any Related Body Corporate of **nbn**, or their respective Personnel in connection with any Claim by RSP or Downstream Service Provider brought before, during or after the Term for:
- (i) CSG Compensation or amounts under section 118A of the TCPSS Act in respect of the supply of **nbn**<sup>®</sup> Ethernet (Wireless) or **nbn**<sup>®</sup> Ethernet (Satellite) to RSP; or
  - (ii) CSG Compensation or amounts under section 118A of the TCPSS Act to the extent caused or contributed to by any failure by RSP or Downstream Service Provider to take all reasonable action to avoid or mitigate their liability to pay Primary Damages under the CSG Standard where **nbn** may be liable to pay CSG Compensation under the [nbn<sup>®</sup> Ethernet Service Levels Schedule](#) or secondary damages under section 118A of the TCPSS Act, including any failure to take any step described in section 20(b) of the [nbn<sup>®</sup> Ethernet Service Levels Schedule](#), under this Agreement or any Prior WBA.
- (b) The indemnity in section 17.4(a) is subject to clauses E2.7 and E2.8 of the [Head Terms](#).
- (c) The limitations of liability imposed by clause E1.4 of the [Head Terms](#) and exclusions of liability in clause E1.6 of the [Head Terms](#) do not apply to any liability of RSP to **nbn** under this section 17.4.



*Sections 18 and 19 are Special Terms which apply in connection with **nbn**<sup>®</sup> Ethernet (FTTB) and **nbn**<sup>®</sup> Ethernet (FTTN). They should be read in conjunction with clauses E1.7 and E1.8 of the [Head Terms](#).*

## 18. Central Splitter Faults

- (a) Notwithstanding clause E1.8(b) of the [Head Terms](#), **nbn** does not exclude liability for Losses suffered or incurred by RSP to the extent such Losses are caused or contributed to by a failure by **nbn** to comply with its obligations under this Agreement in relation to a Central Splitter Fault.
- (b) For clarity, section 18(a) does not limit or modify any provision of Module E of the [Head Terms](#) except for clause E1.8(b).

## 19. Exclusions of liability in connection with **nbn**<sup>®</sup> Ethernet (FTTB) and **nbn**<sup>®</sup> Ethernet (FTTN)

To the extent permitted by law:

- (a) **nbn** excludes all liability for any and all Losses suffered or incurred by RSP to the extent such Losses are caused or contributed to by:
- (i) any act or omission of RSP, Downstream Service Provider or any of their Related Bodies Corporate or any of their respective Personnel or third party suppliers, or any End User in the course of:

- (A) Jumpering or performing a Professional Wiring Service or Voiceband Continuity; or
- (B) moving, removing or altering the **nbn**<sup>®</sup> Network, including pursuant to this Agreement, any applicable Authorisation to Alter Document or otherwise; or
- (ii) without limiting **nbn**'s liability:
  - (A) in respect of the supply of **nbn**<sup>®</sup> Ethernet; or
  - (B) pursuant to clauses E2.3 or E2.4 of the [Head Terms](#) for any act or omission of **nbn**, its Related Bodies Corporate or any of their respective Personnel or third party suppliers in the course of installing Voiceband Continuity, any fact, matter or circumstance relating to the supply of any Voiceband Service, regardless of whether or not a Voiceband Service is provided by RSP to a Downstream Service Provider or End User;
- (b) **nbn** excludes all liability for any and all Losses suffered or incurred by RSP arising from or in connection with the supply of **nbn**<sup>®</sup> Ethernet (FTTB) or **nbn**<sup>®</sup> Ethernet (FTTN) to the extent such Losses are caused or contributed to by any network, systems, equipment or facilities at an MDU Site that are part of any Common Property or otherwise common to, accessible or used by, or shared between, two or more separately owned or occupied Premises (but excluding any network, systems, equipment or facilities that are part of the FTTB Network or the FTTN Network); and
- (c) if **nbn** breaches any condition or warranty in the [WBA Operations Manual](#) in respect of the goods or services it provides in the course of a Professional Wiring Service then, without limiting clause E1.7 of the [Head Terms](#) or **nbn**'s obligations under this Agreement in respect of a Central Splitter Fault or any services it provides in the course of a Professional Wiring Service, **nbn**'s liability is limited, at its election, to:
  - (i) (in the case of services) supplying the services again; and
  - (ii) (in the case of goods) to the replacement of the goods, the supply of equivalent goods or the repair of the goods.



*Section 20 is a Special Term which applies in connection with **nbn**<sup>®</sup> Ethernet (FTTC). It should be read in conjunction with clauses E1.7 and E1.8 of the [Head Terms](#).*

## 20. Exclusions of liability in connection with **nbn**<sup>®</sup> Ethernet (FTTC)

To the extent permitted by law:

- (a) **nbn** excludes all liability for any and all Losses suffered or incurred by RSP to the extent such Losses are caused or contributed to by any act or omission of RSP, its Related Bodies Corporate or any of its or their respective Personnel or third party suppliers, or any End User:
  - (i) moving, removing or altering the **nbn**<sup>®</sup> Network, including pursuant to this Agreement, any applicable Authorisation to Alter Document or otherwise;
  - (ii) in the course of Jumpering, Professional Wiring Service or installing any FTTC-NCD Connecting Equipment using a Self-Install Kit – FTTC; or

- (iii) in connection with RSP, Downstream Service Provider or End User being in possession of any FTTC-NCD Connecting Equipment, including pursuant to this Agreement or any Supply Terms for the Self-Install Kit – FTTC;
- (b) **nbn** excludes all liability for any and all Losses suffered or incurred by RSP from or in connection with the supply, delay in supply, failure to supply or an error or defect in supply, of **nbn**<sup>®</sup> Ethernet (FTTC) to the extent such Losses are caused or contributed to by:
  - (i) any In-building Wiring or other wiring between the **nbn**<sup>®</sup> Downstream Network Boundary and the UNI-D; or
  - (ii) network, systems, equipment or facilities at an MDU Site that are part of any Common Property, Common MDU Site Equipment or otherwise common to, accessible or used by, or shared between, two or more separately owned or occupied Premises (but excluding any network, systems, equipment or facilities that are part of the FTTC Network); and
- (c) if **nbn** breaches any condition or warranty in the [WBA Operations Manual](#) in respect of the services it provides in the course of Professional Wiring Service then, without limiting clause E1.5 of the [Head Terms](#), **nbn**'s liability is limited, at its election, to:
  - (i) (in the case of services) supplying the services again; and
  - (ii) (in the case of goods) the replacement of the goods, the supply of equivalent goods or the repair of the goods.



*Section 21 is a Special Term which applies in connection with **nbn**<sup>®</sup> Ethernet (HFC). It should be read in conjunction with clauses E1.7 and E1.8 of the [Head Terms](#).*

## 21. Exclusions of liability in connection with **nbn**<sup>®</sup> Ethernet (HFC)

To the extent permitted by law, **nbn** excludes all liability for any and all Losses suffered or incurred by RSP to the extent such Losses are caused or contributed to by any act or omission of RSP, its Related Bodies Corporate or any of its or their respective Personnel or third party suppliers, or any End User:

- (a) moving, removing or altering the **nbn**<sup>®</sup> Network, including pursuant to this Agreement, any applicable Authorisation to Alter Document or otherwise;
- (b) in the course of installing any HFC-NTD Connecting Equipment using a Self-Install Kit – HFC; or
- (c) in connection with RSP, Downstream Service Provider or End User being in possession of a Self-Install Kit – HFC, including pursuant to this Agreement or any Supply Terms for the Self-Install Kit – HFC.



Section 22 is a Service Term which applies in connection with **nbn**<sup>®</sup> Ethernet (Fibre), **nbn**<sup>®</sup> Ethernet (FTTB), **nbn**<sup>®</sup> Ethernet (FTTN), **nbn**<sup>®</sup> Ethernet (FTTC), **nbn**<sup>®</sup> Ethernet (HFC) and **nbn**<sup>®</sup> Ethernet (Wireless). It should be read in conjunction with clauses E1.3 to E1.5 of the [Head Terms](#).

## 22. Material Service Failure

- (a) If an event described in the table below is solely caused by one of the corresponding causes listed in the table below, **nbn** must resolve the event within the applicable Service Restoration Target (measured from the start of the event) set out in the table below.

Event	Cause of event	Service Restoration Target
90% or more of <b>nbn</b> <sup>®</sup> Ethernet ordered products supplied by <b>nbn</b> to all retail service providers from a single POI are simultaneously subject to service faults for at least 24 hours	Component Failure	3 Business Days
	General Failure	20 Business Days
90% or more of <b>nbn</b> <sup>®</sup> Ethernet ordered products supplied by means of the Fibre Network by <b>nbn</b> to all retail service providers across all CSAs are simultaneously subject to service faults for at least 24 hours	Component Failure	3 Business Days
	General Failure	20 Business Days
90% or more of <b>nbn</b> <sup>®</sup> Ethernet ordered products supplied by means of the FTTB Network, FTTN Network and FTTC Network (considered together) by <b>nbn</b> to all retail service providers across all CSAs are simultaneously subject to service faults for at least 24 hours	Component Failure	3 Business Days
	General Failure	20 Business Days
90% or more of <b>nbn</b> <sup>®</sup> Ethernet ordered products supplied by means of the HFC Network by <b>nbn</b> to all retail service providers across all CSAs are simultaneously subject to service faults for at least 24 hours	Component Failure	3 Business Days
	General Failure	20 Business Days
90% or more of <b>nbn</b> <sup>®</sup> Ethernet ordered products supplied by means of the Wireless Network by <b>nbn</b> to all retail service providers across all CSAs are simultaneously subject to service faults for at least 24 hours	Component Failure	3 Business Days
	General Failure	20 Business Days

- (b) Subject to sections 22(c) to 22(e), if **nbn** fails to comply with section 22(a) in respect of an event described in that section 22(a), that event will constitute a **Material Service Failure** which:
- (i) starts at the end of the applicable Service Restoration Target; and
  - (ii) ends on the date it is resolved as described in section 22(c).



- (c) For the purposes of this section 22, an event described in section 22(a) (whether or not that event ultimately constitutes a Material Service Failure) will be considered resolved on the date **nbn** determines, acting reasonably, that either:
- (i) 90% of the relevant service faults have been rectified; or
  - (ii) a substantial portion of the relevant service faults have been rectified, taking into account any factors **nbn** considers to be relevant, which may include the following:
    - (A) the percentage of relevant ordered products that are ordinarily affected by a service fault at a given time (in the absence of a Material Service Failure);
    - (B) any failure by RSP or an Other RSP to provide reasonable assistance to **nbn** in resolving the service faults;
    - (C) the level of impact on RSP and Other RSPs of the remaining service faults; and
    - (D) the fact that the resolution of some Material Service Failures can require some service faults to be rectified after the resolution of the Material Service Failure itself, as a separate set of activities and measures.
- (d) For the purposes of this section 22 only, a reference to an ordered product does not include any **nbn**<sup>®</sup> Ethernet (Satellite) ordered product.
- (e) An event will not constitute a Material Service Failure if:
- (i) the event is caused or contributed to by:
    - (A) any cause that is not listed in section 22(a);
    - (B) a Cyber Attack;
    - (C) a failure of any part of the **nbn**<sup>®</sup> Network, other than a Type 2 Facility, that is owned, operated or controlled by RSP or a third party; or
    - (D) a Force Majeure Event for which **nbn** provides a Force Majeure Event Notice under clause E6.1(c)(i) of the [Head Terms](#); or
  - (ii) to remedy that event, **nbn** determines that it needs to obtain equipment that is not reasonably available for purchase by **nbn** in Australia.
- (f) **nbn** will notify RSP as soon as reasonably practicable after **nbn** becomes aware that a Material Service Failure has occurred pursuant to section 22(b).

## Part F: Agreement Management



Section 23 is a Special Term which applies in connection with **nbn**<sup>®</sup> Ethernet. It should be read in conjunction with clause F4.6(a)(i) of the [Head Terms](#).

### 23. Changes to withdraw **nbn**<sup>®</sup> Ethernet

#### 23.1 Withdrawal

- (a) In addition to **nbn**'s rights under clause F4 of the [Head Terms](#) and section 23.2, subject to any applicable SAU or applicable law, **nbn** may withdraw from supply **nbn**<sup>®</sup> Ethernet, or any Product Component, Product Feature or access technology of **nbn**<sup>®</sup> Ethernet by complying with the process set out in this section 23.1.
- (b) **nbn** must consult with RSP in accordance with:
- (i) any applicable SAU to the extent that the SAU applies to the withdrawal of **nbn**<sup>®</sup> Ethernet or the relevant Product Component or Product Feature, as applicable; and
  - (ii) otherwise in accordance with clause F4.12 of the [Head Terms](#).
- (c) **nbn** must provide a notice to RSP specifying:
- (i) the period after which **nbn**<sup>®</sup> Ethernet or the relevant Product Component, Product Feature or access technology will be withdrawn (**Withdrawal Period**); and
  - (ii) the portion of the Withdrawal Period during which RSP may continue to order **nbn**<sup>®</sup> Ethernet or the Product Component, Product Feature or access technology being withdrawn, as applicable (**Continued Ordering Period**).
- (d) After the expiry of the Continued Ordering Period:
- (i) RSP must not submit an order under this Agreement for **nbn**<sup>®</sup> Ethernet or the Product Component, Product Feature or access technology being withdrawn, as applicable, unless that order is a Transition-out Modify Order or Disconnect Order; and
  - (ii) **nbn** may reject any order submitted in contravention of section 23.1(d)(i).
- (e) **nbn** must provide a minimum Withdrawal Period and minimum Continued Ordering Period as follows:

Product, Product Component, Product Feature or access technology	Withdrawal Period	Continued Ordering Period
<b>nbn</b> <sup>®</sup> Ethernet	30 months	12 months
Access technology	30 months	12 months
Product Component	30 months	12 months
Material Product Feature	30 months	12 months
Non-Material Product Feature	18 months	6 months

## 23.2 Withdrawal of **nbn**<sup>®</sup> Ethernet (FTTB), **nbn**<sup>®</sup> Ethernet (FTTN), **nbn**<sup>®</sup> Ethernet (FTTC) or **nbn**<sup>®</sup> Ethernet (HFC) in certain circumstances

In addition to **nbn**'s rights under clause F4 of the [Head Terms](#) and section 23.1, **nbn** may change any part of this **nbn**<sup>®</sup> Ethernet Product Module to withdraw from supply the whole of, or any part of, **nbn**<sup>®</sup> Ethernet (FTTB), **nbn**<sup>®</sup> Ethernet (FTTN), **nbn**<sup>®</sup> Ethernet (FTTC) or **nbn**<sup>®</sup> Ethernet (HFC) if no SAU provision applies in respect of the withdrawal, by giving RSP as much notice as is feasible in the circumstances if **nbn**'s contractual rights to access, use, modify, disconnect or reconnect any relevant part of the Other Copper Network, the HFC Network or the Other HFC Network are varied or terminated such that **nbn** cannot continue to install Voiceband Continuity or supply the Product, Product Component or Product Feature in accordance with this Agreement.

## 23.3 Transition

If **nbn** issues a notice pursuant to section 23.1 to withdraw a Product from supply, **nbn** will notify RSP of the transitional arrangements that **nbn** may put in place (if any) to migrate RSP from the relevant Product to an alternative Product, including:

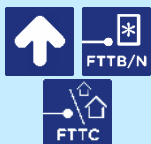
- (a) the proposed alternative Product;
- (b) the proposed timeframe for migration to that alternative Product;
- (c) the proposed testing arrangements for the alternative Product; and
- (d) the details of any proposed trials or transition processes for the alternative Product or, if **nbn** will not offer an alternative Product, **nbn**'s reasons for not doing so.



*Section 24 is a Special Term which applies in connection with **nbn**<sup>®</sup> Ethernet. It should be read in conjunction with clause F5.1 of the [Head Terms](#).*

## 24. Immediate remedies

- (a) **nbn** may immediately impose an Ordering Freeze, Service Reduction or Suspend an Ordered Product or the relevant part of an **nbn**<sup>®</sup> Ethernet Ordered Product (including any processes in or activities contemplated by the [WBA Operations Manual](#) associated with such supply or proposed supply) if **nbn** reasonably considers that:
  - (i) continued supply, acquisition or use of the Ordered Product or the relevant processes in, or activities contemplated by, the [WBA Operations Manual](#) are likely to prejudice the integrity of, or result in the deterioration of, the operation or performance of any other Carriage Service supplied by RSP or any third party, in which case **nbn** will, if it is obliged to undertake Interference Mitigation, do so as soon as reasonably practicable in the circumstances; or
  - (ii) any Modem is likely to prejudice the integrity of, or result in the deterioration of, the operation or performance of the FTTB Network or the FTTN Network.
- (b) Clauses F5.2 and F10 of the Head Terms apply to any exercise of rights by **nbn** under section 24(a) as if such right was exercised under clause F5.1 of the [Head Terms](#).

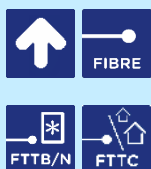


Section 25 is a Special Term which applies in connection with **nbn**<sup>®</sup> Ethernet (FTTB), **nbn**<sup>®</sup> Ethernet (FTTN) and **nbn**<sup>®</sup> Ethernet (FTTC). It should be read in conjunction with clause E1.9 of the [Head Terms](#).

## 25. **nbn**'s Central Splitter and Professional Wiring Service obligations

Without limiting clause E1.9 of the [Head Terms](#), RSP will not be in Default of an obligation under this Agreement in connection with RSP Equipment, Downstream Service Provider Equipment or End User Equipment (including pursuant to clauses C5.3(a), C8 and E4(b) of the [Head Terms](#)) to the extent that RSP's failure or inability to comply with the obligation is caused by:

- (a) **nbn**'s Default in connection with its performance of a Professional Wiring Service; or
- (b) a Central Splitter Fault.



Section 26 is a Special Term which applies in connection with **nbn**<sup>®</sup> Ethernet (Fibre), **nbn**<sup>®</sup> Ethernet (FTTB), **nbn**<sup>®</sup> Ethernet (FTTN) and **nbn**<sup>®</sup> Ethernet (FTTC). It should be read in conjunction with clause F6 of the [Head Terms](#).

## 26. Defaults in relation to Accelerated Connections

RSP will be in Material Default for the purposes of paragraph (a)(ii) of the definition of Material Default if, in respect of 5 per cent or more of all End User Connections in any rolling 3 month period, RSP submits Product Order Forms specifying an Accelerated Connection for Premises which do not qualify for an Accelerated Connection.

## Part G: Dispute Management

*This document does not contain any Dispute Management terms which are specific to the **nbn**<sup>®</sup> Ethernet Product and additional to Module G of the [Head Terms](#).*

## Part H: General Terms

*This document does not contain any Special Terms or Product Terms of a general nature which are specific to the **nbn**<sup>®</sup> Ethernet Product.*

## Part I: Product Management



Section 27 is a Product Term which applies in connection with **nbn**<sup>®</sup> Ethernet (Fibre) and **nbn**<sup>®</sup> Ethernet (HFC). It should be read in conjunction with sections 11.2 and 12.2 of the [nbn<sup>®</sup> Ethernet Product Description](#).

### 27. Serviceability information about Non-Addressable Objects

**nbn** does not represent or warrant that RSP will be able to supply RSP Products (or support the supply of Downstream Products) to any Non-Addressable Object at a Multi-Premises Site, notwithstanding that a Site Qualification Enquiry indicates that the Non-Addressable Object is Serviceable.

Section 28 is a Product Term which applies in connection with **nbn**<sup>®</sup> Ethernet.

### 28. Estimated Speeds of Ordered Products

- (a) Any Estimated Speed provided by **nbn** as part of Site Qualification Information is an indicative estimate only and **nbn** does not represent or warrant that the Estimated Speed is complete or error-free.
- (b) RSP must not rely on any Estimated Speed provided by **nbn** as part of Site Qualification Information as an accurate measure of the Line Rate or Information Rate that might actually be experienced at the UNI used to serve a Premises.
- (c) If RSP makes representations to third parties about the speeds which may be achieved by RSP Products, RSP must not expressly or impliedly represent that the Estimated Speed constitutes a representation by **nbn** about the speeds which might actually be experienced by Downstream Service Providers or End Users.



Section 29 is a Special Term which applies in connection with **nbn**<sup>®</sup> Ethernet.

### 29. Standard Installations and Non Standard Installations

#### 29.1 Standard Installations

Subject to sections 29.2 and 29.4, an Installation in respect of a Premises will be a **Standard Installation** if each of the following conditions is satisfied:

- (a) all Connecting Equipment in respect of that Premises:
  - (i) can be installed during a single Appointment (where the [WBA Operations Manual](#) specifies that an Appointment is required); and
  - (ii) can be installed and activated during Standard Hours;
- (b) **nbn** (or the Installer):
  - (i) has been provided with necessary rights of access to the Premises and any other property as required under this Agreement; and
  - (ii) is given access to the MDF, Common Property and the Premises, as required by **nbn**,

during the Appointment (where the [WBA Operations Manual](#) specifies that an Appointment is required), to complete the installation of the Connecting Equipment (including any necessary inspection or related works);

- (c) with respect to a Premises to which **nbn** will supply **nbn**<sup>®</sup> Ethernet (Fibre):
- (i) no more than one Drop Fibre, one PCD, one Connecting Fibre and one NTD and, where applicable, the First Battery for the Power Supply with Battery Backup and one fibre wall outlet needs to be installed;
  - (ii) if a Drop Fibre needs to be installed, it:
    - (A) is only required from the NAP to the PCD;
    - (B) can be installed at the Premises:
      - (1) through an existing lead-in conduit;
      - (2) through a new lead-in conduit; or
      - (3) aurally; and
    - (C) needs to be no more than 60 metres in length, measured by the cable run distance between:
      - (1) the property boundary point that is nearest to the location of both the PCD and NAP; and
      - (2) the location of that PCD;
  - (iii) if a PCD needs to be installed, it can be installed on the exterior of the Building at which the Premises is located;
  - (iv) the Connecting Fibre needs to be no more than 40 metres in length, measured by the cable run distance between the PCD and the location of the NTD;
  - (v) the NTD and an associated Power Supply Unit can be attached to the interior side of a wall of the Premises, at a location agreed between the End User and **nbn** (or the Installer) which has a 240 volt power source which is:
    - (A) within a distance that will allow a direct connection to the indoor component of the NTD; and
    - (B) available to supply electricity to the NTD and an associated Power Supply Unit; and
  - (vi) the NTD requires:
    - (A) a cable which is no more than 1.8 metres from the 240 volt power source to the Power Supply Unit; and
    - (B) a cable which is no more than 3 metres from the Power Supply Unit to the NTD;
- (d) with respect to a Premises to which **nbn** will supply **nbn**<sup>®</sup> Ethernet (FTTB), no more than one Jumper Cable needs to be installed between the **nbn**<sup>®</sup> Side MDF and the Customer Side MDF;
- (e) with respect to a Premises to which **nbn** will supply **nbn**<sup>®</sup> Ethernet (FTTN), which is at an MDU Site, no more than one Jumper Cable needs to be installed between the **nbn**<sup>®</sup> Side MDF and the Customer Side MDF;



- (f) with respect to a Premises to which **nbn** will supply **nbn**<sup>®</sup> Ethernet (FTTN) which is not at an MDU Site:
  - (i) no more than one Lead-In Cable, one PCD, one Copper Connecting Cable, and one Telecommunications Outlet or Passive NTD need to be installed;
  - (ii) if a Lead-In Cable needs to be installed, it:
    - (A) is only required from the network connection point to the PCD which serves the Premises;
    - (B) can be installed at the Premises:
      - (1) through an existing lead-in conduit;
      - (2) through a new lead-in conduit; or
      - (3) aerially; and
    - (C) needs to be no more than 60 metres in length, measured by the cable run distance between:
      - (1) the property boundary point that is nearest to the location of the network connection point; and
      - (2) the location of the PCD or building entry point;
  - (iii) if a PCD needs to be installed, it can be installed on the exterior of the Building at which the Premises is located; and
  - (iv) the Copper Connecting Cable needs to be no more than 40 metres in length measured by the cable run distance between the PCD or building entry point, and the location of the **nbn**<sup>®</sup> Network Boundary;
- (g) with respect to a Premises to which **nbn** will supply **nbn**<sup>®</sup> Ethernet (FTTC), which is at an MDU Site, subject to section 29.1(i):
  - (i) no more than one Jumper Cable between the **nbn**<sup>®</sup> Side MDF and the Customer Side MDF and one set of FTTC-NCD Connecting Equipment needs to be installed; and
  - (ii) a functional Telecommunications Outlet is in place and is at a location which has a 240 volt power source which is:
    - (A) within a distance from the Telecommunications Outlet that will allow direct connection to the FTTC-NCD; and
    - (B) available to supply electricity to the FTTC-NCD;
- (h) with respect to a Premises to which **nbn** will supply **nbn**<sup>®</sup> Ethernet (FTTC) which is not at an MDU Site, subject to section 29.1(i):
  - (i) no more than one Lead-In Cable, one PCD, one Copper Connecting Cable, one Telecommunications Outlet or Passive NTD and one set of FTTC-NCD Connecting Equipment needs to be installed;
  - (ii) if a Lead-In Cable needs to be installed, it:
    - (A) is only required from the **nbn**<sup>®</sup> DPU to the PCD which serves the Premises;
    - (B) can be installed at the Premises;

- (1) through an existing lead-in conduit;
  - (2) through a new lead-in conduit; or
  - (3) aerially; and
- (C) needs to be no more than 60 metres in length, measured by the cable run distance between:
  - (1) the property boundary point that is nearest to the location of the **nbn**<sup>®</sup> DPU used to serve that Premises; and
  - (2) the location of the PCD or building entry point;
- (iii) if a PCD needs to be installed, it can be installed on the exterior of the Building at which the Premises is located;
- (iv) a Telecommunications Outlet or Passive NTD is in place, or a new Telecommunications Outlet can be attached to the interior side of a wall of the Premises, at a location agreed between the End User and **nbn** (or the Installer) which has a 240 volt power source which is:
  - (A) within a distance of the Telecommunications Outlet or Passive NTD that will allow direct connection to the FTTC-NCD; and
  - (B) available to supply electricity to the FTTC-NCD; and
- (v) the Copper Connecting Cable needs to be no more than 40 metres in length measured by the cable run distance between the PCD or building entry point, and the location of the **nbn**<sup>®</sup> Downstream Network Boundary;
- (i) for a Service Class 33 Premises or Service Class 34 Premises in respect of which an FTTC-NCD Shortfall applies, the FTTC-NCD Connecting Equipment is installed by End User Installation – FTTC only;
- (j) with respect to a Premises to which **nbn** will supply **nbn**<sup>®</sup> Ethernet (Wireless):
  - (i) no more than one NTD indoor component, one NTD outdoor component and one connecting cable between the indoor and outdoor units of the NTD need to be installed;
  - (ii) if an NTD outdoor component needs to be installed, it can be installed in a location where the cable run distance between the indoor and outdoor units of the NTD is no more than 30 metres in length; and
  - (iii) the NTD indoor component and an associated Power Supply Unit can be attached to the interior side of a wall of the Premises, at a location agreed between the End User and **nbn** (or the Installer) which has a 240 volt power source which is:
    - (A) within a distance that will allow a direct connection to the indoor component of the NTD; and
    - (B) available to supply electricity to the NTD and an associated Power Supply Unit;
- (k) with respect to a Premises to which **nbn** will supply **nbn**<sup>®</sup> Ethernet (Satellite):
  - (i) no more than one NTD indoor component, one NTD outdoor component, one mount and up to two connecting cables (as required) between the indoor and outdoor units of the NTD and, where applicable, one additional Power Supply Unit (Standard) and one power converter need to be installed;

- (ii) if an NTD outdoor component needs to be installed, it can be installed in a location where the cable run distance between the indoor and outdoor units of the NTD is no more than 50 metres in length; and
- (iii) the NTD indoor component and any associated Power Supply Unit can be attached to the interior side of a wall of the Premises, at a location agreed between the End User and **nbn** (or the Installer) which:
  - (A) if the AC Power Supply Unit is installed, has a 240 volt power source which is:
    - (1) within a distance that will allow a direct connection to the indoor component of the NTD; and
    - (2) available to supply electricity to the NTD and any associated Power Supply Unit; or
  - (B) if the DC Power Supply Unit is installed, has a power source which:
    - (1) complies with any requirements notified by **nbn** from time to time;
    - (2) is within a distance that will allow a direct connection to the indoor component of the NTD; and
    - (3) is available to supply electricity to the NTD and any associated Power Supply Unit;
- (l) with respect to a Premises to which **nbn** will supply **nbn**<sup>®</sup> Ethernet (HFC), subject to section 29.1(m):
  - (i) no more than one set of each of the HFC Wall Outlet Connecting Equipment and the HFC-NTD Connecting Equipment need to be installed;
  - (ii) if a Lead-In Cable needs to be installed, it:
    - (A) is only required from the HFC Tap to the PCD which serves the Premises;
    - (B) can be installed at the Premises:
      - (1) through an existing lead-in conduit;
      - (2) through a new lead-in conduit; or
      - (3) aerially; and
    - (C) needs to be no more than 60 metres in length, measured by the cable run distance between:
      - (1) the property boundary point that is nearest to the location of the network connection point; and
      - (2) the location of the PCD or building entry point;
  - (iii) if a PCD needs to be installed, it can be installed on the exterior of the Building at which the Premises is located;
  - (iv) the HFC Connecting Cable needs to be no more than 40 metres in length measured by the cable run distance between the PCD or building entry point, and the location of the first HFC Wall Outlet; and

- (v) a functioning HFC Wall Outlet is in place or a new HFC Wall Outlet can be attached to the interior side of a wall of the Premises, at a location agreed between the End User and **nbn** (or the Installer) which has a 240 volt power source which is:
  - (A) within a distance of the HFC Wall Outlet that will allow direct connection to the HFC-NTD;
  - (B) available to supply electricity to the HFC-NTD and its associated Power Supply (Standard); and
  - (C) available to supply electricity to the HFC Premises Amplifier Power Supply (if installed); and
- (m) for a Service Class 23 Premises, the HFC-NTD Connecting Equipment is installed by End User Installation – HFC (**nbn** Dispatched) only.

## 29.2 Non Standard Installations

Notwithstanding anything in section 29.1 but subject to section 29.4, an Installation in respect of a Premises will be a **Non Standard Installation** if **nbn** (or the Installer) determines, acting reasonably, that the Installation is not a “standard installation” having regard to all of the following:

- (a) generally accepted industry practices and any applicable industry guidelines, policies, laws, regulations or directions;
- (b) the level of complexity and difficulty associated with the Installation;
- (c) the uniqueness of the circumstances associated with the Installation;
- (d) the presence of obstacles, dangers or other safety concerns during the time of Installation;
- (e) in a Multi-Premises Site, where the requirements of a Centralised Deployment location introduces complexity, uniqueness, obstacles, dangers or other safety concerns;
- (f) in a Multi-Premises Site, where the Installation is unable to occur during Standard Hours or a third party (e.g. a building manager or owner) imposes other procedural or other constraints;
- (g) for **nbn**<sup>®</sup> Ethernet (Fibre), whether the Connecting Fibre is more than 40 metres in length measured by the cable run distance between the PCD and the location of the NTD;
- (h) for **nbn**<sup>®</sup> Ethernet (FTTN) and **nbn**<sup>®</sup> Ethernet (FTTC), whether the Copper Connecting Cable is more than 40 metres in length measured by the cable run distance between the PCD or building entry point, and the location of the **nbn**<sup>®</sup> Network Boundary;
- (i) for **nbn**<sup>®</sup> Ethernet (FTTC), whether the Lead-In Cable is more than 60 metres in length measured by the cable run distance between the property boundary point that is nearest to the location of the **nbn**<sup>®</sup> DPU used to serve that Premises and the location of the PCD or building entry point;
- (j) for **nbn**<sup>®</sup> Ethernet (HFC), whether the HFC Connecting Cable is more than 40 metres in length measured by the cable run distance between the PCD or building entry point, and the location of the **nbn**<sup>®</sup> Network Boundary;
- (k) for **nbn**<sup>®</sup> Ethernet (Wireless), whether the cable run distance between the indoor and outdoor units of the NTD is more than 30 metres in length; and
- (l) for **nbn**<sup>®</sup> Ethernet (Satellite), whether:

- (i) the Installation will occur in a Limited Access Area;
- (ii) the Installation requires special mounting or HSE arrangements; and
- (iii) the cable run distance between the indoor and outdoor units of the NTD is more than 50 metres in length.

### 29.3 Exclusions from Standard Installations

- (a) In addition to any limitations in sections 29.1 and 29.2 regarding what Installations will be Standard Installations, the following activities will not form part of any Standard Installation even if **nbn** agrees to perform such activities at the same time as a Standard Installation:
  - (i) a Professional Wiring Service;
  - (ii) installing or reconfiguring in-building wiring (including In-building Wiring) from the **nbn**<sup>®</sup> Downstream Network Boundary to the Telecommunications Outlet (where applicable);
  - (iii) extending or altering a serviceable pre-existing Lead-In Cable or Copper Connecting Cable within a Premises (regardless of the length of the Lead-In Cable or Copper Connecting Cable);
  - (iv) for **nbn**<sup>®</sup> Ethernet (FTTB), **nbn**<sup>®</sup> Ethernet (FTTN) and **nbn**<sup>®</sup> Ethernet (FTTC), the provision of any infrastructure beyond the **nbn**<sup>®</sup> Downstream Network Boundary (except any **nbn**<sup>®</sup> Equipment);
  - (v) for **nbn**<sup>®</sup> Ethernet (FTTB), any trenching in order to provide services to an individual Premises;
  - (vi) for **nbn**<sup>®</sup> Ethernet (FTTN) and **nbn**<sup>®</sup> Ethernet (FTTC), where a new Lead-In Cable is required, any trenching and conduit or the erection of poles, including clearing, digging and re-instatement of land between the property entry point and the building entry point; and
  - (vii) for **nbn**<sup>®</sup> Ethernet (HFC), where a new HFC Lead-In Cable is required, any trenching and conduit or the erection of poles, including clearing, digging and re-instatement of land between the property entry point and the building entry point (**HFC Trenching Works**).
- (b) Without limiting **nbn**'s obligations under this Agreement, pursuant to clause E4 of the [Head Terms](#), **nbn** will not be responsible for any of the activities described in sections 29.3(a)(i) to 29.3(a)(iv).
- (c) **nbn** will not be responsible for any of the activities described in sections 29.3(a)(v) to 29.3(a)(vii), except that until the Expiry Date, **nbn** will undertake HFC Trenching Works as part of an Initial Standard Installation or an Initial Non Standard Installation (as the case may be).

### 29.4 FTTN/C Fibre Upgrade Installations

Notwithstanding anything in sections 29.1 and 29.2, an FTTN/C Fibre Upgrade Installation will not be a Standard Installation or Non Standard Installation.



Section 30 is a Product Term which applies in connection with **nbn**<sup>®</sup> Ethernet (FTTB) and **nbn**<sup>®</sup> Ethernet (FTTN).

## 30. Installation of cables and splitters for FTTB and FTTN

### 30.1 Installation of Voiceband Continuity by RSP

- (a) RSP:
- (i) may install Voiceband Continuity as contractor to **nbn** subject to authorisation by **nbn** under the [WBA Operations Manual](#); and
  - (ii) will not, by reason of conducting such activities, be Personnel of **nbn** for the purposes of this Agreement.
- (b) On and from the time at which any Jumper Cable or Voiceband Continuity Cable is installed by RSP, title to any such cable transfers from RSP to **nbn** free of any "Security Interest" (as that term is defined in the *Personal Property Securities Act 2009* (Cth)).

### 30.2 Installation of a Central Splitter

- (a) Any Central Splitter supplied by **nbn** is sold and supplied to RSP by **nbn** under this Agreement for the purpose of RSP re-supplying that equipment to the owner of any Common Property or Premises where the Central Splitter will be installed.
- (b) Title and risk in any Central Splitter supplied by **nbn** will pass from **nbn** to RSP immediately upon completion of the installation of the Central Splitter by **nbn**.
- (c) RSP must use reasonable endeavours to do all of the following:
- (i) transfer title in the Central Splitter to its Downstream Service Provider or Contracted End User (as applicable);
  - (ii) ensure that any Downstream Service Provider transfers title in the Central Splitter to the Contracted End User; and
  - (iii) ensure that the Contracted End User uses reasonable endeavours to transfer title in the Central Splitter to the owner of the Common Property or Premises where the Central Splitter is installed.
- (d) Any Central Splitter supplied and sold by **nbn** to RSP is not **nbn**<sup>®</sup> Equipment and does not comprise part of any **nbn**<sup>®</sup> Network.



Section 31.1 and section 31.2 are Special Terms which apply in connection with **nbn**<sup>®</sup> Ethernet (FTTB) and **nbn**<sup>®</sup> Ethernet (FTTN) and 31.3 is a Special Term which applies in connection with **nbn**<sup>®</sup> Ethernet (FTTC).

## 31. Voiceband Continuity and Non-Voiceband Service transition

### 31.1 Voiceband Continuity

If RSP:

- (a) orders Voiceband Continuity, RSP will be deemed to have notified **nbn** that RSP or another retail service provider requires use of the voiceband spectrum (100Hz to 4kHz) in connection with the Voiceband Continuity Cable; and
- (b) orders Voiceband Continuity for the continued supply of a Voiceband Service by another retail service provider, neither RSP nor **nbn** is responsible for the continued supply of that Voiceband Service.

### 31.2 Non-Voiceband Service transition

RSP acknowledges that:

- (a) an Ordered Product and a Non-Voiceband Service cannot be supplied simultaneously on the same Line in respect of a Premises served by the FTTB Network or FTTN Network; and
- (b) the supply of an Ordered Product to a Premises served by the FTTB Network or FTTN Network will result in the disconnection of any Non-Voiceband Service supplied to that Premises on the Line on which that Ordered Product is supplied.

### 31.3 Voiceband Services and Non-Voiceband Services

RSP acknowledges that:

- (a) an Ordered Product and:
  - (i) a Voiceband Service; or
  - (ii) a Non-Voiceband Service,cannot be supplied simultaneously on the same Line in respect of a Premises served by the FTTC Network; and
- (b) the supply of an Ordered Product to a Premises served by the FTTC Network will result in the disconnection of any Voiceband Service or Non-Voiceband Service supplied to that Premises on the Line on which that Ordered Product is supplied.



*Section 32 is a Product Term which applies in connection with **nbn**<sup>®</sup> Ethernet (Fibre).*

## 32. UNI-V parameters and requirements

- (a) RSP must ensure that, for any UNI-V it acquires, the UNI-V parameters are configured in accordance with any requirements notified by **nbn** from time to time and certified through On-boarding.
- (b) RSP must not, without the prior written approval of **nbn**, modify the configuration (including the configuration dial-plan), or process for downloading the configuration, of the UNI-V parameters from those certified through On-boarding.
- (c) RSP must ensure that RSP Personnel and End Users only connect cabling and equipment to the UNI-V in accordance with any requirements in the Network Interface Specifications - UNI-V.



Section 33 is a Special Term which applies in connection with **nbn**<sup>®</sup> Ethernet (FTTB) and **nbn**<sup>®</sup> Ethernet (FTTN).

### 33. Modem compatibility and registration

- (a) On and from the MMQS Date, RSP must not supply to any End User a Modem unless it is a Registered Modem within the Modem Provisioning Window.
- (b) RSP must use reasonable endeavours to ensure that, on and from the Downstream MMQS Date, no Downstream Service Provider supplies to any End User a Modem unless it is a Registered Modem within the Modem Provisioning Window.
- (c) If:
- (i) RSP, on or after the MMQS Date; or
  - (ii) any Downstream Service Provider, on or after the Downstream MMQS Date,
- supplies a Modem to an End User that is not a Registered Modem by the end of the Modem Provisioning Window, **nbn** may impose a Discount Freeze, Ordering Freeze or Suspension in respect of part or all of one or more Ordered Products using Unregistered Quality-Controlled Modems in accordance with the processes set out in section 5.3.3.2 of the [WBA Operations Manual](#).
- (d) Without limiting section 33(a), RSP may seek to register any Modem, including any Exempt Modem, to be used with **nbn**<sup>®</sup> Ethernet (FTTB) and **nbn**<sup>®</sup> Ethernet (FTTN) in accordance with the process set out in section 5.3.3 of the [WBA Operations Manual](#).
- Note:** *nbn* encourages the registration of all Modems, including Exempt Modems.
- (e) **nbn** will only investigate and repair any faults or incidents associated with services that utilise an Unregistered Modem to the extent required under the [WBA Operations Manual](#).
- Note:** *Charges may apply in relation to activities described in section 33(e), as set out in the [WBA Operations Manual](#) and [nbn](#)<sup>®</sup> Ethernet Price List.*
- (f) If **nbn** considers, acting reasonably, that a specific Modem (including any model or firmware version) is causing, or is likely to cause, any detriment to any Carriage Service supplied by **nbn** or any third party, **nbn** may exercise one or more of the rights set out in section 5.3.3 of the [WBA Operations Manual](#).



Section 34 is a Product Term which applies in connection with **nbn**<sup>®</sup> Ethernet (Satellite).

### 34. Satellite Test Service

#### 34.1 First Satellite Test Service

In respect of the first Satellite Test Service supplied to RSP:

- (a) notwithstanding any provision of the [nbn](#)<sup>®</sup> Ethernet Price List:
- (i) no recurring Charge will apply for the supply of the AVC TC-1 or AVC TC-4 Product Component or any associated UNI Product Component of that Satellite Test Service; and

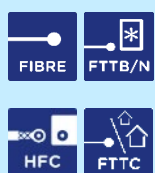


- (ii) no Charge will apply for the Installation of the Connecting Equipment for that Satellite Test Service, provided the Installation is a Standard Installation;
- (b) the provisions of the [nbn<sup>®</sup> Ethernet Fair Use Policy](#) do not apply to any AVC Product Component of that Satellite Test Service, unless use of such AVC Product Component contributes to an Adverse Network Impact or **nbn** considers that use of the AVC Product Component may contribute to an Adverse Network Impact; and
- (c) notwithstanding any provision of the [nbn<sup>®</sup> Ethernet Service Levels Schedule](#), no supply or non-supply of that Satellite Test Service, or performance or non-performance of any Activity required or performed in connection with the Satellite Test Service will be subject to, or contribute to, any Service Level, Operational Target or Performance Objective.

## 34.2 Subsequent Satellite Test Service

In respect of the second and subsequent Satellite Test Services supplied to RSP:

- (a) notwithstanding any provision of the [nbn<sup>®</sup> Ethernet Price List](#), no Charge will apply for the Installation of the Connecting Equipment for that Satellite Test Service, provided the Installation comprises a Standard Installation at a Premises that is within the footprint of the Satellite Network; and
- (b) except as set out in section 34.2(a), all provisions of this Agreement which apply in connection with an **nbn<sup>®</sup>** Ethernet (Satellite) Ordered Product apply in connection with that Satellite Test Service.



Sections 35 and 36 are Product Terms which apply in connection with **nbn<sup>®</sup>** Ethernet (Fibre), **nbn<sup>®</sup>** Ethernet (FTTB), **nbn<sup>®</sup>** Ethernet (FTTN), **nbn<sup>®</sup>** Ethernet (FTTC) and **nbn<sup>®</sup>** Ethernet (HFC). They should be read in conjunction with section 10.1 of the [nbn<sup>®</sup> Ethernet Product Description](#).

## 35. Priority Assistance

- (a) RSP must not submit any Priority Assistance Transaction unless RSP has demonstrated to **nbn's** satisfaction, acting reasonably, that:
  - (i) RSP or one or more of its Downstream Service Providers is subject to a Carrier licence condition requiring it to offer Downstream Priority Assistance Services; or
  - (ii) RSP, or one or more of its Downstream Service Providers, complies with *Industry Code ACIF C609:2007 (Priority Assistance for Life Threatening Medical Conditions)*.
- (b) If **nbn**, acting reasonably, considers at any time that RSP or a relevant Downstream Service Provider no longer fulfils the conditions described in sections 35(a)(i) or 35(a)(ii):
  - (i) **nbn** will consult with RSP; and
  - (ii) if **nbn** considers, acting reasonably and following consultation, that RSP or the relevant Downstream Service Provider (as the case may be) does not fulfil the conditions described in sections 35(a)(i) or 35(a)(ii):
    - (A) RSP must not submit any Priority Assistance Transactions; and
    - (B) if RSP submits any Priority Assistance Transaction in breach of section 35(b)(ii)(A), **nbn** may Reject it, Cancel it or perform it as if it had not been submitted as a Priority Assistance Transaction.

- (c) In respect of each Priority Assistance Transaction in respect of an Ordered Product, RSP warrants that:
  - (i) the relevant Contracted End User has advised RSP or Downstream Service Provider that the Contracted End User is eligible for Priority Assistance at the time RSP submits the Priority Assistance Transaction; and
  - (ii) RSP is not aware that the relevant Contracted End User is ineligible for Priority Assistance at the time that it submits the Priority Assistance Transaction.
- (d) RSP must not use, and warrants to **nbn** that it will not use, the Enhanced Fault Rectification Service where RSP or any Downstream Service Provider uses an RSP Product or Downstream Product as an input to provide Priority Assistance, or otherwise in connection with, a Downstream Priority Assistance Service.
- (e) If RSP submits any Priority Assistance Transaction in breach of section 35(d), **nbn** may Reject it, Cancel it or perform it as if it had not been submitted as a Priority Assistance Transaction.

## 36. Priority Assistance and Accelerated Connection audit rights

- (a) On request by **nbn**, RSP must conduct or permit **nbn** to conduct (as applicable), an audit of either or both of:
  - (i) Downstream Priority Assistance Services where **nbn** considers, acting reasonably, that there is a breach of a warranty given by RSP under section 35(c); and
  - (ii) records, materials, documents and correspondence that RSP is required to maintain and retain regarding End User Connections and Modify Orders under sections 1.3(a) and 12.4 of the [nbn<sup>®</sup> Ethernet Service Levels Schedule](#) respectively.
- (b) If **nbn** conducts an audit under section 36(a), RSP must cooperate with **nbn** to assist **nbn** in conducting that audit.

*Section 37 is a Product Term which applies in connection with **nbn**<sup>®</sup> Ethernet.*

## 37. Hand-back obligations

- (a) Within 4 weeks after the commencement of supply by **nbn** to RSP of each Access Component, RSP must start providing an RSP Product to which that Access Component is an input.
- (b) RSP must place a disconnection order for each Access Component as soon as practicable after it has ceased, or proposes to cease, supplying an RSP Product to which that Access Component is an input, for a continuous period of more than 4 weeks.
- (c) If RSP fails to comply with sections 37(a) or 37(b), **nbn** may disconnect each relevant Access Component in accordance with clause F9.2(a)(v) of the [Head Terms](#), by giving 5 Business Days' notice to RSP.



*Section 38 is a Product Term which applies in connection with **nbn**<sup>®</sup> Ethernet (HFC).*

## 38. Disconnection if HFC-NTD moved

**nbn** may disconnect an **nbn**<sup>®</sup> Ethernet (HFC) Ordered Product supplied to a Premises if the HFC-NTD which **nbn** is using to supply that **nbn**<sup>®</sup> Ethernet (HFC) Ordered Product is registered by **nbn** for use at a different Premises.



*Section 39 is a Product Term which applies in connection with **nbn**<sup>®</sup> Ethernet (Satellite).*

## 39. Public Interest Premises

- (a) RSP may request that **nbn** waive, at its discretion, one or more obligations under:
  - (i) section 4.4(a)(iv), 4.5(a) or 4.5(d) of the [nbn<sup>®</sup> Ethernet Fair Use Policy](#); or
  - (ii) section 3.7(a) or 3.7(b) of the [nbn<sup>®</sup> Ethernet Product Description](#),
 in respect of a Public Interest Premises (in whole or in part).
- (b) If **nbn** agrees to waive any of RSP's obligations in response to a request under section 39(a), **nbn** will provide written notice to RSP setting out:
  - (i) the extent to which **nbn** waives RSP's obligations; and
  - (ii) any conditions of such waiver.
- (c) Except as set out in a written notice from **nbn** under section 39(b), RSP must comply with all obligations under the [nbn<sup>®</sup> Ethernet Fair Use Policy](#) and the [nbn<sup>®</sup> Ethernet Product Description](#), including in respect of all Public Interest Premises.

## 40. Approved Non-Premises Locations

- (a) A location that would not otherwise qualify as a "Premises" under this Agreement will be a Premises for the purposes of the offer and supply of **nbn**<sup>®</sup> Ethernet if:
  - (i) **nbn** builds the **nbn**<sup>®</sup> Network to, or otherwise makes available the **nbn**<sup>®</sup> Network at, that location; and
  - (ii) **nbn** determines that location is Serviceable in respect of **nbn**<sup>®</sup> Ethernet.
- (b) If section 40(a) applies in respect of a location, RSP must comply with, and the supply of **nbn**<sup>®</sup> Ethernet to that location is subject to, each limitation relevant to that location (including in relation to any access technology, RSP Product or Downstream Product) that **nbn** determines to include in the Approved Non-Premises List in addition to any applicable limitations in this Agreement.