Price List

nbn[®] Enterprise Ethernet Product Module Wholesale Broadband Agreement



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nbn[®] Enterprise Ethernet Product Module

Wholesale Broadband Agreement

Version	Description	Effective Date
5.0	First issued version of WBA 5	1 December 2023
5.1	Amendments to Recurring Charges for UNI	1 June 2024
	Product Component, Route Aggregation and	
	Service Modification by Modify Order	
5.2	Amendments to allow re-commitment to a second or subsequent Minimum Term and to introduce Locked-in Rate Card that applies for the period of a Minimum Term	1 May 2025

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Environment

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Introduction

This document sets out specified Charges and other amounts payable in connection with the **nbn**[®] Enterprise Ethernet Product.

Discounts, credits, rebates and waivers to Charges in this **nbn**[®] Enterprise Ethernet Price List may be offered from time to time, as set out in this **nbn**[®] Enterprise Ethernet Price List and Discounts, Credits and Rebates Annexures.

Charges in this **nbn**[®] Enterprise Ethernet Price List are separated into recurring Charges and nonrecurring Charges. Recurring Charges are periodic amounts which are payable in each Billing Period that a product or service is supplied by **nbn** to RSP. Non-recurring Charges are payable only when certain activities or events occur (e.g. installations, disconnections).

Certain provisions of this \mathbf{nbn}^{\otimes} Enterprise Ethernet Price List may be affected by the terms of an SAU.

This document forms part of the **nbn**[®] Enterprise Ethernet Product Module.

Roadmap

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

Part A: Recurring Charges

Part A sets out the recurring Charges which apply in connection with the supply of \mathbf{nbn}^{\otimes} Enterprise Ethernet.

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Part B: Non-recurring Charges

Part B sets out the non-recurring Charges which apply in relation to the supply of \mathbf{nbn}^{\otimes} Enterprise Ethernet.

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Part A: Recurring Charges

Section 1 sets out the recurring Charges which apply to the **nbn**[®] Enterprise Ethernet Product Components which RSP must acquire as part of **nbn**[®] Enterprise Ethernet. The specific Charges which apply to an Ordered Product depend on the Product Features selected by RSP.

1. Recurring Charges for core components

1.1 OVC

 Subject to section 1.4, the recurring Charges per Billing Period for the OVC Product Component for **nbn**[®] Enterprise Ethernet Ordered Products for which Order Acknowledgement occurs on or after the EE Price Transition Date are as follows:

Symmetrical Mbps (EIR)	Recurring Charge
10	\$170.00
20	\$197.00
30	\$202.00
40	\$207.00
50	\$208.00
60	\$209.00
70	\$210.00
80	\$211.00
90	\$211.00
100	\$215.00
150	\$250.00
200	\$290.00
250	\$345.00
300	\$380.00
350	\$420.00
400	\$430.00
450	\$440.00
500	\$450.00
600	\$460.00
700	\$470.00
800	\$480.00
900	\$490.00

(i) CoS-L:

Symmetrical Mbps (EIR)	Recurring Charge
1,000	\$500.00
2,000	\$1,000.00
3,000	\$1,500.00
4,000	\$2,000.00
5,000	\$2,500.00
6,000	\$3,000.00
7,000	\$3,500.00
8,000	\$4,000.00
9,000	\$4,500.00
10,000	\$5,000.00

(ii) CoS-M:

Symmetrical Mbps (CIR and EIR at a 1:3 ratio)	Recurring Charge
10	\$207.00
20	\$229.00
30	\$250.00
40	\$271.00
50	\$293.00
60	\$296.00
70	\$299.00
80	\$302.00
90	\$305.00
100	\$308.00
150	\$347.00
200	\$386.00
250	\$426.00
300	\$465.00
350	\$483.00
400	\$502.00
450	\$520.00
500	\$538.00
600	\$557.00
700	\$575.00

Symmetrical Mbps (CIR and EIR at a 1:3 ratio)	Recurring Charge
800	\$593.00
900	\$612.00
1,000	\$630.00
2,000	\$1,260.00
3,000	\$1,890.00
4,000	\$2,520.00
5,000	\$3,150.00
6,000	\$3,780.00
7,000	\$4,410.00
8,000	\$5,040.00
9,000	\$5,670.00
10,000	\$6,300.00

(iii) CoS-H:

Symmetrical Mbps (CIR)	Recurring Charge
10	\$245.00
20	\$290.00
30	\$335.00
40	\$350.00
50	\$365.00
60	\$372.00
70	\$379.00
80	\$386.00
90	\$393.00
100	\$400.00
150	\$438.00
200	\$475.00
250	\$513.00
300	\$550.00
350	\$573.00
400	\$597.00
450	\$620.00
500	\$643.00

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Symmetrical Mbps (CIR)	Recurring Charge
600	\$667.00
700	\$690.00
800	\$713.00
900	\$737.00
1,000	\$760.00
2,000	\$1,520.00
3,000	\$2,280.00
4,000	\$3,040.00
5,000	\$3,800.00
6,000	\$4,560.00
7,000	\$5,320.00
8,000	\$6,080.00
9,000	\$6,840.00
10,000	\$7,600.00

- (b) For **nbn**[®] Enterprise Ethernet Ordered Products for which Order Acknowledgement occurs before the EE Price Transition Date, the recurring Charges per Billing Period for the OVC Product Component are as:
 - (i) determined by **nbn** in accordance with the process set out in the <u>**nbn**® Enterprise</u> <u>Ethernet Operations Manual</u> at the time of that Order Acknowledgement; and
 - specified by **nbn** in a Price Confirmation in accordance with the process set out in the <u>nbn® Enterprise Ethernet Operations Manual</u> at the time of that Order Acknowledgement.

Note: This section 1.1(b) does not apply to Enterprise Ethernet Ordered Products for which Order Acknowledgement occurs after the EE Price Transition Date. See section 1.1(a).

- (c) RSP must pay the Early Termination Payment in respect of an **nbn**[®] Enterprise Ethernet Ordered Product calculated in accordance with section 1.1(d) below if:
 - **nbn** has commenced supplying the **nbn**[®] Enterprise Ethernet Ordered Product to RSP;
 - the **nbn**[®] Enterprise Ethernet Ordered Product is subject to a Minimum Term under section 1.1(g);
 - (iii) **nbn** disconnects or ceases to supply that **nbn**[®] Enterprise Ethernet Ordered Product in accordance with this Agreement prior to the expiry of the Minimum Term, including as a result of RSP submitting a Disconnect Order (the **Disconnected Product**); and
 - (iv) for **nbn**[®] Enterprise Ethernet Ordered Products for which Order Acknowledgement occurs before the EE Price Transition Date, the Price Confirmation for the Disconnected Product also specifies that an Early Termination Payment may apply.

Note: This section 1.1(c)(iv) does not apply to Enterprise Ethernet Ordered Products for which Order Acknowledgement occurs after the EE Price Transition Date. For such Ordered Products, Early Termination Payments will be calculated under this **nbn**[®] Enterprise Ethernet Price List to the exclusion of any Price Confirmation.

- (d) The Early Termination Payment will be calculated as follows:
 - (i) if **nbn** undertook any Build Activities under a Build Agreement with RSP as a precursor to offering and supplying the Disconnected Product and the Disconnected Product is in its Initial Term at the time of the Disconnect Order:

Early Termination Payment = Disconnection Monthly Recurring Charges x Shortfall Period x 85%; or

 (ii) if **nbn** did not undertake any Build Activities under a Build Agreement with RSP as a precursor to offering and supplying the Disconnected Product or the Disconnected Product is not in its Initial Term at the time of the Disconnect Order:

Early Termination Payment = Disconnection Monthly Recurring Charges x Shortfall Period x 7.5%

- (e) Notwithstanding section 1.1(c), no Early Termination Payment will apply if:
 - the **nbn**[®] Enterprise Ethernet Ordered Product is not subject to a Minimum Term under section 1.1(g);
 - (ii) the Disconnection Date occurs after the expiry of any and all Minimum Terms;
 - (iii) the Disconnected Product is replaced by a Replacement Product;
 - (iv) the Disconnected Product is disconnected in order to upgrade the bandwidth profile for the same building and Premises, where:
 - (A) the upgraded bandwidth profile is higher than 1000Mbps; and
 - (B) the Minimum Term of the new **nbn**[®] Enterprise Ethernet Ordered Product is equal to or greater than the Shortfall Period of the Disconnected Product.
 - (v) the Disconnected Product is disconnected in connection with the relocation of an **nbn**[®] Enterprise Ethernet Ordered Product within the same building and the same Premises; or
 - (vi) the Disconnected Product is disconnected in connection with the relocation of an **nbn**[®] Enterprise Ethernet Ordered Product to another Premises or another building, and:
 - (A) RSP pays any applicable Charges and Fibre Build Contribution associated with any new Installation required for that relocation; and
 - (B) the Minimum Term of the new **nbn**[®] Enterprise Ethernet Ordered Product is equal to or greater than the Shortfall Period of the Disconnected Product.
- (f) In this section 1.1:

Disconnected Product has the meaning given to it in section 1.1(c)(iii).

Disconnection Date means the date on which an event described in section 1.1(c)(iii) occurs.

Disconnection Monthly Recurring Charges means the sum of the recurring Charges for the UNI and OVC in connection with the Disconnected Product in the Billing Period in which

the Disconnection Date occurs, calculated as if the UNI and OVC in effect on the Disconnection Date had been supplied for the full duration of that Billing Period without any pro rata adjustment.

Initial Term means the first Minimum Term to apply to an Ordered Product.

Replacement Product means an nbn[®] Enterprise Ethernet Ordered Product supplied to an Other RSP that replaces a Disconnected Product supplied to RSP at the same building and Premises where:

- (i) if **nbn** undertook any Build Activities under a Build Agreement with RSP as a precursor to offering and supplying the Disconnected Product and the Disconnected Product is subject to an Initial Term, the Disconnected Product has a Shortfall Period of no more than 60 calendar days at the time of the relevant Disconnect Order; or
- (ii) for any other Disconnected Product, the Shortfall Period is shorter than the Minimum Term of the nbn[®] Enterprise Ethernet Ordered Product that replaces the Disconnected Product.

Note: For clarity, **nbn** will, acting reasonably, determine if the nbn[®] Enterprise Ethernet Ordered Product supplied to an Other RSP constitutes a replacement of the Disconnected Product.

Shortfall Period means the number of remaining Billing Periods between and including the Disconnection Date and the end of the Minimum Term, calculated on a pro rata daily basis.

- (g) An **nbn**[®] Enterprise Ethernet Ordered Product will be subject to a Minimum Term if and only if one or more of the following conditions are met and the applicable Minimum Term has not yet expired:
 - the original Connect Order that Activated that **nbn**[®] Enterprise Ethernet Ordered Product was Acknowledged before the EE Term Simplification Date;
 - (ii) the original Activation of that **nbn**[®] Enterprise Ethernet Ordered Product required **nbn** to perform an Installation; or
 - (iii) RSP expressly requested the **nbn**[®] Enterprise Ethernet Ordered Product be subject to a Minimum Term as part of the relevant Connect Order or Modify Order (as applicable).
- (h) If a Minimum Term applies for an **nbn**[®] Enterprise Ethernet Ordered Product under section 1.1(g), the Minimum Term will be the period specified in the Product Order Form submitted as part of the relevant Connect Order or Modify Order (as applicable).

1.2 UNI

(a) The recurring Charges per Billing Period for the UNI Product Component for **nbn**[®] Enterprise Ethernet Ordered Products for which Order Acknowledgement occurs on or after the EE Price Transition Date are as follows, based on the applicable UNI Zone on the date of the Relevant Order Acknowledgement:

UNI bandwidth profile	UNI Zone			
	UNI CBD Zone	UNI Zone 1	UNI Zone 2	UNI Zone 3
1 Gbps	\$100.00	\$200.00	\$200.00	\$200.00

UNI bandwidth profile	UNI Zone			
	UNI CBD Zone	UNI Zone 1	UNI Zone 2	UNI Zone 3
10 Gbps	\$150.00	\$250.00	\$250.00	\$250.00

- (b) For **nbn**[®] Enterprise Ethernet Ordered Products for which Order Acknowledgement occurs before the EE Price Transition Date, the recurring Charges per Billing Period for the UNI Product Component are as:
 - (i) determined by **nbn** in accordance with the process set out in the <u>**nbn**® Enterprise</u> <u>Ethernet Operations Manual</u> at the time of that Order Acknowledgement; and
 - (ii) specified by **nbn** in a Price Confirmation in accordance with the process set out in the <u>nbn® Enterprise Ethernet Operations Manual</u> at the time of that Order Acknowledgement.

Note: This section 1.2(b) does not apply to Enterprise Ethernet Ordered Products for which Order Acknowledgement occurs after the EE Price Transition Date. See section 1.2(a).

(c) The Early Termination Payment described in section 1.1 will apply in relation to the UNI Product Component.

1.3 NNI

The recurring Charges per Billing Period for the NNI Product Component of **nbn**[®] Enterprise Ethernet (including V-NNIs) are identical to, and apply in accordance with the same terms and conditions as, the recurring Charges that apply to the equivalent **nbn**[®] Ethernet Product Component, as set out in the <u>nbn[®] Ethernet Price List</u> as updated from time to time.

1.4 Locked-In Rate Card

(a) In this clause 1.4:

the **Locked-In Rate Card** for an **nbn**[®] Enterprise Ethernet Ordered Product refers to the OVC Product Component and UNI Product Component Charges set out in section 1.1(a) or 1.2(a) (as applicable) less any Discounts, Credits, Rebates or Waivers that apply:

- (i) on 1 May 2025, if Order Acknowledgement in respect of that **nbn**[®] Enterprise Ethernet Ordered Product occurred before 1 May 2025; or
- (ii) on the date of Order Acknowledgement, if Order Acknowledgement in respect of that **nbn**[®] Enterprise Ethernet Ordered Product occurred on or after 1 May 2025.

Order Acknowledgement refers to the Order Acknowledgement for the relevant Connect Order or Modify Order (as applicable), in respect of an **nbn**[®] Enterprise Ethernet Ordered Product that is subject to a Minimum Term under section 1.1(g), immediately prior to the commencement of that Minimum Term.

- (b) For an **nbn**[®] Enterprise Ethernet Ordered Product that is subject to a Minimum Term under section 1.1(g), the recurring Charge per Billing Period for the OVC Product Component and UNI Product Component will be based on the Locked-In Rate Card for the duration of that Minimum Term.
- (c) Section 1.4(b) will continue to apply despite:
 - (i) the withdrawal, suspension, amendment or expiry of any Discount, Credit, Rebate or Waiver that applied on 1 May 2025 (if Order Acknowledgement in respect of the

nbn[®] Enterprise Ethernet Ordered Product occurred before 1 May 2025) unless otherwise specified in the terms of the Discount, Credit, Rebate or Waiver;

- (ii) the withdrawal, suspension, amendment or expiry of any Discount, Credit, Rebate or Waiver that applied on the date of the relevant Order Acknowledgement (if Order Acknowledgement in respect of the **nbn**[®] Enterprise Ethernet Ordered Product occurred on or after 1 May 2025) during the relevant Minimum Term, unless otherwise specified in the terms of the Discount, Credit, Rebate or Waiver; or
- (iii) a change by **nbn** to any of the Charges set out in section 1.1(a) or 1.2(a) (as applicable) during the relevant Minimum Term.

Section 2 sets out the recurring Charges which apply to the optional **nbn**[®] Enterprise Ethernet Product Features that RSP may elect to acquire.

2. Recurring Charges for optional features

2.1 Premium Assurance Service

(a) The recurring Charges per Billing Period for a Premium Assurance Service are as follows:

Option	Recurring Charge
Premium - 8 (24/7)	\$55.00
Premium - 6 (24/7)	\$65.00
Premium - 4 (24/7)	\$75.00

Note: Premium - 12 (24/7) will be the default for each **nbn**[®] Enterprise Ethernet Ordered Product if RSP does not acquire any of the optional Premium Assurance Service Product Feature options specified in this section 2.1. No additional Charge applies to Premium - 12 (24/7).

(b) RSP may order the Premium Assurance Service in respect of any UNI-E, and a single recurring Charge will apply to the Premium Assurance Service in relation to all **nbn**[®] Enterprise Ethernet Ordered Products which include the relevant UNI-E as a Product Component (including for all associated OVCs).

2.2 Route Aggregation

(a) The recurring Charges per Billing Period for the Route Aggregation Product Feature for nbn[®] Enterprise Ethernet Ordered Products for which Order Acknowledgement occurs on or after the EE Price Transition Date are as follows:

OVC bandwidth	Route Type		
Symmetrical Mbps (CIR/EIR)	Route Type 1	Route Type 2	Route Type 3
10	\$12.75	\$21.25	\$29.75
20	\$25.50	\$42.50	\$59.50
30	\$38.25	\$63.75	\$89.25
40	\$51.00	\$85.00	\$119.00
50	\$63.75	\$106.25	\$148.75
60	\$76.50	\$127.50	\$178.50

OVC bandwidth	Route Type		
Symmetrical Mbps (CIR/EIR)	Route Type 1	Route Type 2	Route Type 3
70	\$89.25	\$148.75	\$208.25
80	\$102.00	\$170.00	\$238.00
90	\$114.75	\$191.25	\$267.75
100	\$127.50	\$212.50	\$297.50
150	\$191.25	\$318.75	\$446.25
200	\$255.00	\$425.00	\$595.00
250	\$318.75	\$531.25	\$743.75
300	\$382.50	\$637.50	\$892.50
350	\$446.25	\$743.75	\$1,041.25
400	\$510.00	\$850.00	\$1,190.00
450	\$573.75	\$956.25	\$1,338.75
500	\$637.50	\$1,062.50	\$1,487.50
600	\$765.00	\$1,275.00	\$1,785.00
700	\$892.50	\$1,487.50	\$2,082.50
800	\$1,020.00	\$1,700.00	\$2,380.00
900	\$1,147.50	\$1,912.50	\$2,677.50
1,000	\$1,275.00	\$2,125.00	\$2,975.00

Note: The Route Aggregation bandwidth profile is determined by the aggregate bandwidth profiles of all Classes of Service of the OVC with which the Route Aggregation is associated.

- (b) For **nbn**[®] Enterprise Ethernet Ordered Products for which Order Acknowledgement occurs before the EE Price Transition Date, the recurring Charges per Billing Period for the Route Aggregation Product Feature are as:
 - (i) determined by **nbn** in accordance with the process set out in the <u>**nbn**® Enterprise</u> <u>Ethernet Operations Manual</u> at the time of that Order Acknowledgement; and
 - specified by **nbn** in a Price Confirmation in accordance with the process set out in the <u>nbn[®] Enterprise Ethernet Operations Manual</u> at the time of that Order Acknowledgement.

Note: This section 2.2(b) does not apply to Enterprise Ethernet Ordered Products for which Order Acknowledgement occurs after the EE Price Transition Date. See section 2.2(a).

2.3 NNI Link

The recurring Charge per Billing Period for the NNI Link Product Feature of **nbn**[®] Enterprise Ethernet is identical to, and applies in accordance with the same terms and conditions as, the

recurring Charge that applies to the equivalent **nbn**[®] Ethernet Product Feature, as set out in the **nbn**[®] Ethernet Price List as updated from time to time.

Part B: Non-recurring Charges

Section 3 sets out the Charges which apply to installations and activations in connection with the supply of **nbn**[®] Enterprise Ethernet.

3. Installation and activations

(a) The Charges for the installation and activation of **nbn**[®] Enterprise Ethernet Ordered Products for which Order Acknowledgement occurs on or after the EE Price Transition Date are as follows:

Activity	nbn [®] Enterprise Ethernet
Standard Installation	\$5,000.00
Non Standard Installation	Labour Rate + Materials
After Hours Site Visit	\$150.00 ¹
Route Aggregation Activation	\$0.00

Notes:

¹ In relation to the Charge for an After Hours Site Visit:

- the Charge applies in addition to any Charges that would otherwise apply if the associated activities were performed in Standard Hours; and
- section 5 sets out other Charges which may apply in circumstances where there is no authorised person in attendance for an After Hours Site Visit.
- (b) The non-recurring Charges for NNI Bearers, V-NNIs and the NNI Link Product Feature of **nbn**[®] Enterprise Ethernet are identical to, and apply in accordance with the same terms and conditions as, the non-recurring Charges that apply to the equivalent **nbn**[®] Ethernet Product Components and Product Feature (as applicable) under the <u>nbn[®] Ethernet Price</u> <u>List</u> as updated from time to time.
- (c) For **nbn**[®] Enterprise Ethernet Ordered Products for which Order Acknowledgement occurs before the EE Price Transition Date, the Charges for installation and activation are:
 - (i) as set out in section 3(a) in relation to all Activities other than those set out in section 3(b)(ii); and
 - (ii) in relation to Standard Installation, After Hours Site Visit and Route Aggregation Activation, as:
 - (A) determined by **nbn** in accordance with the process set out in the <u>nbn®</u> <u>Enterprise Ethernet Operations Manual</u> at the time of that Order Acknowledgement; and
 - (B) specified by **nbn** in a Price Confirmation in accordance with the process set out in the <u>nbn® Enterprise Ethernet Operations Manual</u> at the time of that Order Acknowledgement.

Note: This section 3(b) does not apply to Enterprise Ethernet Ordered Products for which Order Acknowledgement occurs after the EE Price Transition Date. See section 3(a).

Section 4 sets out the Charges which apply to service modifications in connection with the supply of **nbn**[®] Enterprise Ethernet.

4. Service modification

The Charges for service modifications relating to **nbn**[®] Enterprise Ethernet are as follows¹:

Activity ²	Charge per Activity	
Service Modification (by Modify Order) ³	\$120.00	
Service Modification (by Service Request)	Labour Rate + Materials (min 2 hours)	

Notes:

- 1 These Charges do not apply in respect of modifications to NNI Product Components (including V-NNIs) or NNI Link Product Features. The Charges for such service modifications are set out in section 3(b).
- 2 The <u>**nbn**[®] Enterprise Ethernet Operations Manual</u> sets out which Service Modifications are required to be submitted via Modify Order and Service Request respectively.
- 3 This Charge does not apply if the Service Modification results in an upgrade to the relevant **nbn**[®] Enterprise Ethernet Ordered Product (for example, by increasing an OVC bandwidth profile, Premium Assurance Service option or Class of Service, or adding an OVC to an existing UNI-E, or adding or extending a Minimum Term).

Section 5 sets out the Charges which apply to service management in connection with the supply of **nbn**[®] Enterprise Ethernet.

5. Service management

(a) The Charges for service management relating to **nbn**[®] Enterprise Ethernet are as follows:

Activity	Charge per Activity	
No Fault Found (No Truck Roll Required)	\$50.00	
No Fault Found (Truck Roll Required)	Labour Rate (min 2 hours)	
Not In Attendance	\$75.00	
Not In Attendance (After Hours Site Visit)	\$150.00	
Restoration	\$50.00	

Section 6 sets out definitions for certain terms used in this Part B.

6. Labour Rate and Materials

In this Part B:

- (a) **Labour Rate** means \$75.00 for each of the total number of labour hours required to perform the relevant activity (rounded up to the next full hour); and
- (b) **Materials** means the cost of materials necessary to perform the relevant activity.