



10 January 2023

Hello,

nbn[®] Business Satellite Services (BSS) Strengthen Telecommunications Against Natural Disasters (STAND) and Wi-Fi Services

I refer to the **nbn[®] Business Satellite Services Interim Launch Agreement (BSS-ILA)** between **nbn co limited ABN 86 136 533 741 (nbn)** and **[insert Customer name] ABN [insert Customer ABN/ACN] (Customer)**, including the Interim Terms (**BSS-ILA Head Terms**), the Price List (**BSS-ILA Price List**) and the Discounts, Credits and Rebates List that is provided under the BSS-ILA (**BSS-DCR**).

Subject to the terms and conditions of this letter agreement, Customer may obtain business grade satellite services to support emergency services organisations or Government Agencies in the event of natural disaster or emergency (**STAND Program**), for demonstration activities or to supply to First Peoples communities.

Action required

To accept this offer, please request an executable copy of this letter agreement by email to contractmanager@nbnco.com.au. Alternatively, if you would like use DocuSign to execute this letter agreement, please request this via email to contractmanager@nbnco.com.au.

If you have any questions about this letter agreement, please email contractmanager@nbnco.com.au.



A. General

1. Customer must be a party to a BSS-ILA and, at all such times, be fully compliant with the terms of that BSS-ILA.
2. Any capitalised term used but not defined in this letter agreement, has the meaning given to that term, in the following order of precedence:
 - a. in the standard form of access agreement version of the:
 - i. BSS-ILA; and
 - ii. WBA,as published on **nbn**'s Website from time to time; and
 - b. the BSS-DCR.
3. To the extent applicable to the supply of any Eligible **nbn**[®] BSS Service under this letter agreement, a reference in the BSS-ILA to a "Premises" will be taken to be a reference to a Designated Location (as that term is defined below).
4. An **Eligible nbn**[®] **BSS Service** means each of the following, as defined below:
 - a. the Eligible **nbn**[®] STAND Service; and
 - b. the Eligible **nbn**[®] Wi-Fi Service.

B. Description of the Eligible **nbn**[®] BSS Services

5. The **Eligible nbn**[®] **STAND Service** is **nbn**[®] VISP as offered under the BSS-ILA, supplied to a fixed location approved by **nbn** (**Designated Location (Fixed)**), with the following Product Features:
 - a. the Disaster Recovery Product Feature;
 - b. the 30/5 Mbps Forward/Return bandwidth profile; and
 - c. the Assurance – Bronze, or Assurance Self-Installation – Bronze, Operational Assurance Service.
6. The **Eligible nbn**[®] **Wi-Fi Service**:
 - a. is a Layer 3 and above service that carries traffic between the air interface of a Wireless Access Point located at or near a Designated Location specified in section 7 and the **nbn**[®] Upstream Network Boundary;
 - b. is supplied by means of the BSS Network and a temporary wireless access network;
 - c. enables Customer to supply a Carriage Service or Content Service to the area around a Designated Location;
 - d. comprises the following Product Components:
 - i. the Satellite Segment Component, which includes a subset of the Product Features of **nbn**[®] Mobility VISP, with the subset:



- A) selected by **nbn**; or
 - B) to the extent the feature is not selected by **nbn**, selected by Customer and approved by **nbn**; and
- ii. the Wireless Segment Component, which has Product Features determined by **nbn**; and
- e. includes the Content Filtering Product Feature which **nbn** may, at its discretion, elect to supply.
7. The Eligible **nbn**® Wi-Fi Service is available to order at any of the following locations:
- a. a transportable enclosure that is supplied by **nbn** in accordance with this letter agreement (**Designated Location (Transportable)**); and
 - b. a vehicle that is supplied by **nbn** in accordance with this letter agreement (**Designated Location (Vehicle-Mounted)**).
8. The Content Filtering Product Feature provides DNS based content filtering that is designed to block or restrict access to some websites, services, apps, files and other network resources as may be notified by **nbn** from time to time.

C. Supply of Eligible **nbn**® Wi-Fi Services

9. Supply at Designated Location (Transportable)

- a. Where **nbn** supplies an Eligible **nbn**® Wi-Fi Service to a Designated Location (Transportable), **nbn** will supply the relevant transportable enclosure, which will remain **nbn**® Equipment.
- b. **nbn** will be responsible for maintaining and operating the Designated Location (Transportable). Customer must not, and must ensure that End Users do not, move or alter any Designated Location (Transportable).

10. Supply at Designated Location (Vehicle-Mounted)

- a. Where **nbn** supplies an Eligible **nbn**® Wi-Fi Service to a Designated Location (Vehicle-Mounted), **nbn** will supply the relevant vehicles, which will remain **nbn**® Equipment.
- b. **nbn** will be responsible for maintaining and operating the Designated Location (Vehicle-Mounted). Customer must not, and must ensure that End Users do not, move or alter any Designated Location (Vehicle-Mounted).

D. Ordering process generally

11. Subject to the terms of this letter agreement, Customer can only order Eligible **nbn**® BSS Services within the Ordering Window by complying with the processes that apply to ordering **nbn**® VISP under the BSS-ILA.
12. Eligible **nbn**® BSS Services must only be used:
- a. for the purposes of providing redundant connectivity in the event of a natural disaster or emergency affecting the Designated Locations to which such Eligible **nbn**® BSS Services are supplied; or



- b. in respect of Eligible **nbn**[®] Wi-Fi Services only, for the purpose of:
 - i. providing access options for remote First Peoples communities; or
 - ii. demonstration activities performed by **nbn**.
- 13. **nbn** may reject a request for the supply of an Eligible **nbn**[®] BSS Service for any reason, including where, due to network capacity constraints, **nbn** considers that the supply of the Eligible **nbn**[®] BSS Service would impact other **nbn**[®] BSS Ordered Products.

E. Specific ordering processes for Eligible **nbn**[®] STAND Services

- 14. If, as at the Start Date, Customer is taking supply of any “Eligible **nbn**[®] BSS STAND Services” as described in the “**nbn**[®] BSS STAND Waiver” formerly available under the BSS-DCR, these services will be deemed to be Eligible **nbn**[®] STAND Services and will be subject to the terms of this letter agreement on and from the Start Date.
- 15. To order an Eligible **nbn**[®] STAND Service, Customer must select the “30/5 SDR Plan” on the **nbn**[®] BSS Portal.

F. Specific ordering processes for Eligible **nbn**[®] Wi-Fi Services

16. General

- a. Customer may place a request to order an Eligible **nbn**[®] Wi-Fi Service at the Designated Location (Transportable) or Designated Location (Vehicle-Mounted) in accordance with section 17.

Note: Customer must already satisfy, and must continue to satisfy, the Supply Conditions set out in clause A2.2 of the BSS-ILA Head Terms as at the date(s) Customer places such requests.
- b. Customer may only place an order for an Eligible **nbn**[®] Wi-Fi Service at a Designated Location once **nbn** has accepted a request by Customer to order that Eligible **nbn**[®] Wi-Fi Service.

17. Eligible RSP List for Designated Locations (Transportable) and Designated Locations (Vehicle-Mounted)

- a. **nbn** will make available to Customer:
 - i. a list of proposed Designated Locations (Transportable); and
 - ii. a list of proposed Designated Locations (Vehicle-Mounted),at which the Customer may place a request to order an Eligible **nbn**[®] Wi-Fi Service, each of which may be amended by **nbn** from time to time.
- b. **nbn** will prepare lists that record the order in which Customer and any Other Customer has validly submitted a request under section 16.b (or the equivalent section in any Other Customers’ “**nbn**[®] BSS STAND and Wi-Fi Services Letter Agreement”), which **nbn** will use to decide whether to accept or decline Customer’s request to order an Eligible **nbn**[®] Wi-Fi Service in respect of each Designated Location (Transportable) or Designated Locations (Vehicle-Mounted) (as applicable) (in this section 17, each an **Eligible RSP List**).



- c. For clarity, **nbn** will prepare one Eligible RSP List for Designated Locations (Transportable) and a separate Eligible RSP List for Designated Locations (Vehicle-Mounted).
- d. In respect of each Designated Location (Transportable) or Designated Location (Vehicle-Mounted) (as applicable), the Eligible **nbn**[®] Wi-Fi Service will be allocated to retail service providers on an Eligible RSP List in accordance with the following process:
 - i. if Customer is the first retail service provider on the applicable Eligible RSP List, **nbn** will accept Customer's request to order and will supply an Eligible **nbn**[®] Wi-Fi Service to that Designated Location (Transportable) or Designated Location (Vehicle-Mounted) (as applicable) from the date of selection until disconnected by **nbn**;
 - ii. if Customer is not the first retail service provider on the Eligible RSP List, then **nbn** will only accept Customer's request to order if each retail service provider preceding Customer has either:
 - A) been supplied an Eligible **nbn**[®] Wi-Fi Service to a Designated Location (Transportable) or Designated Location (Vehicle-Mounted) (as applicable); or
 - B) each such retail service provider has declined **nbn**'s selection; and
 - iii. subject to section 17.e, when **nbn** reaches the end of an applicable Eligible RSP List, the next retail service provider that **nbn** will allocate to that Designated Location (Transportable) or Designated Location (Vehicle-Mounted) (as applicable) is the first retail service provider on the Eligible RSP List.
- e. The allocation process in section 17.d will continue in the order that retail service providers are listed on the Eligible RSP List in line with the sequence described in sections 17.d.i to 17.d.iii for the duration that this letter agreement remains in effect.

G. Disconnection of Eligible **nbn**[®] BSS Services

18. **nbn** may disconnect and cease supplying any Eligible **nbn**[®] BSS Service at any time in its absolute discretion.

*Note: It is **nbn**'s intention that Eligible **nbn**[®] STAND Services will ordinarily be supplied for a minimum period of three (3) years and that Eligible **nbn**[®] Wi-Fi Services will ordinarily be supplied on a short-term basis.*

H. Heightened Support Option

19. Customer may elect for **nbn** to, on behalf of Customer, manage assurance and technical enquiries relating to an Eligible **nbn**[®] STAND Service directly with the relevant End User (**Heightened Support Option**). This includes troubleshooting and triaging any performance or technical issues with such End Users.
20. If Customer selects the Heightened Support Option, Customer must:
 - a. advise End Users to raise assurance and technical queries via the BSS STAND number on 1300 626 267 (or such other contact channel notified by **nbn** from time to time); and
 - b. raise Trouble Tickets where **nbn** notifies Customer this is required.



21. For clarity, if Customer does not select the Heightened Support Option, Customer will manage all assurance and technical enquiries with End Users.

I. Customer's obligations

22. **nbn** may survey End Users at Designated Locations in relation to their experience and use of the Customer Products that rely on Eligible **nbn**[®] BSS Services as inputs.
23. Customer must support and assist **nbn** with the activities within the STAND Program including by:
 - a. notwithstanding section 21, assisting **nbn** with contacting End Users (where required by **nbn**, acting reasonably);
 - b. providing feedback, for the purposes of improving the products, processes or procedures that are the subject of **nbn**'s participation in the Commonwealth's Strengthening Telecommunications Against Natural Disasters Program; and
 - c. providing information about Customer's experience, and the experience of End Users, and the use and performance of the Eligible **nbn**[®] BSS Service as reasonably requested by **nbn** for the purposes of reporting to the Commonwealth on the Strengthening Telecommunications Against Natural Disasters Program.
24. Customer consents to **nbn** sharing Customer's Confidential Information with the Commonwealth as represented by the Department of Industry, Science, Energy and Resources for the purposes of **nbn**'s participation in the Commonwealth's Strengthening Telecommunications Against Natural Disasters Program.
25. For Eligible **nbn**[®] Wi-Fi Services, a log on process will be provided to End Users by making Customer terms and conditions available to End Users for acceptance.

J. Service Levels

26. No Service Levels or Rebates will apply in respect of the supply of an Eligible **nbn**[®] BSS Service or other activities under this letter agreement.
27. Customer acknowledges and agrees that the Eligible **nbn**[®] BSS Service:
 - a. is supplied for public interest purposes where standard Carriage Services (including internet access and broadband access services) are not available; and
 - b. may not provide features, functionality, performance, capacity or reliability that are equivalent to a standard Carriage Service (including an internet access or broadband access service).
28. **nbn** may interrupt the supply of an Eligible **nbn**[®] BSS Service and any such interruption will not constitute an Outage or a Service Fault.



K. Transition of Eligible nbn® STAND Services to supply on a paid basis

29. Prior to the Expiry Date, Customer may request that **nbn** transitions the supply of any Eligible **nbn**® STAND Service such that the Eligible **nbn**® STAND Service is supplied on a paid basis under and subject to the BSS-ILA (each, a **Transitioning Service**).
30. If **nbn**, in its discretion, accepts a request made by Customer under section 29, then on and from the date of such acceptance:
 - a. subject to this section 30, each Transitioning Service and any processes or activities undertaken in connection with each Transitioning Service will be supplied without further action by either party;
 - b. the relevant Charges under the BSS-ILA Price List will apply to each Transitioning Service;
 - c. the limitations set out in Part J will no longer apply to each Transitioning Service; and
 - d. the Heightened Support Option will no longer be available in respect of each Transitioning Service, and Customer may not select the Heightened Support Option for any Transitioning Service.

L. Charges

31. No Charges will apply to the supply of any Eligible **nbn**® BSS Service other than in accordance with section 30 in respect of any Transitioning Service.

M. Definitions

32. **Content Filtering** means the Product Feature described in section 8.
33. **Designated Location** means a Designated Location (Fixed), Designated Location (Transportable) or Designated Location (Vehicle-Mounted).
34. **Designated Location (Fixed)** has the meaning given to that term in section 5.
35. **Designated Location (Transportable)** has the meaning given to that term in section 7.
36. **Designated Location (Vehicle-Mounted)** has the meaning given to that term in section 7.
37. **DNS** means a hierarchical and decentralized naming system for computers, services, or other resources connected to the Internet or a private network used most prominently to translates more readily memorised domain names to numerical IP addresses.
38. **Eligible nbn® BSS Service** means an Eligible **nbn**® STAND Service or Eligible **nbn**® Wi-Fi Service.
39. **Eligible nbn® STAND Service** has the meaning given to that term in section 5.
40. **Eligible nbn® Wi-Fi Service** has the meaning given to that term in section 6.
41. **Expiry Date** means 31 December 2025.
42. **Heightened Support Option** has the meaning given to that term in section 19.



43. **Ordering Window** means the period from 15 March 2021 and ending on 31 December 2025 (or such other subsequent end date notified by **nbn** from time to time).
44. **Product Feature** means:
 - a. the “Product Features” in the BSS-ILA; and
 - b. a feature of an Eligible **nbn**® BSS Service described in this letter agreement, as the context requires.
45. **Satellite Segment Component** means a virtual circuit, over the BSS Network, from the **nbn**® Upstream Network Boundary to a point selected by **nbn**.
46. **Start Date** has the meaning given to that term in section 49.a.
47. **Transitioning Service** has the meaning given to that term in section 29.
48. **Wireless Segment Component** means a virtual circuit, over a temporary wireless terrestrial network, from a point selected by **nbn** for the Satellite Segment Component to the air interface at the outer surface of a wireless access point supplied by **nbn** in relation to the Eligible **nbn**® Wi-Fi Service.

N. Term and termination

49. This letter agreement:
 - a. commences on the date on which it is signed by Customer and returned to **nbn** (**Start Date**); and
 - b. expires on the Expiry Date, unless extended or terminated earlier by **nbn** in accordance with section 50, (**Term**).
50. **nbn** may:
 - a. amend this letter agreement on 15 days’ written notice to Customer;
 - b. terminate this letter agreement on 30 days’ written notice to Customer;
 - c. terminate this letter agreement in order to comply with any lawful order, instruction or request of a Regulator or Government Agency; or
 - d. terminate this letter agreement with immediate effect, if **nbn** determines that Customer has not complied with the terms of this letter agreement.
51. If **nbn** amends this letter agreement under section 50, Customer may elect to terminate this letter agreement by giving written notice to **nbn** no later than 10 days prior to effective date of the amendment.
52. Clause F13 of the WBA SFAA Head Terms, as that clause is incorporated into the BSS-ILA, is incorporated into this letter agreement as though set out in full with references to:
 - a. “Agreement” being read as references to this letter agreement; and
 - b. “Ordered Product” being read as references to an Eligible **nbn**® BSS Service.



O. General

53. Unless otherwise specified, capitalised terms used in this letter agreement have the meanings given to those terms in:
- a. the BSS-ILA; and
 - b. the BSS-DCR.
54. All charges referred to in this letter agreement are exclusive of GST.
55. Except as expressly specified, this letter agreement does not vary the BSS-ILA.
56. Except to the extent of any inconsistency with this letter agreement, all terms and conditions, and processes, under the BSS-ILA (including any standard processes determined by **nbn** from time to time in accordance with clause A3 of the BSS-ILA Head Terms) apply to the supply of:
- a. Eligible **nbn**® STAND Services; and
 - b. Eligible **nbn**® Wi-Fi Services, as if each Eligible **nbn**® Wi-Fi Service is an **nbn**® Mobility VISP Ordered Product.
57. Nothing in this letter agreement affects the accrued rights and liabilities of either party under the BSS-ILA between **nbn** and Customer.
58. All rights or obligations which expressly or impliedly, by their nature, survive expiry or termination of this letter agreement, will survive expiry or termination of this letter agreement.
59. Clauses H4.5 (Counterparts), H4.10 (Governing law and jurisdiction), H4.13 (Severability) and H4.15 (Waiver) of the WBA SFAA Head Terms, as those clauses are incorporated into the BSS-ILA, are incorporated into this letter agreement as though set out in full with references to “Agreement” being read as references to this letter agreement.

Yours sincerely

Jane Witter

General Manager, Wholesale Supply