

# Dictionary

30 APRIL 2014

VERSION 2.4

This document forms part of NBN Co's Wholesale Broadband Agreement, which is a Standard Form of Access Agreement for the purposes of Part XIC of the Competition and Consumer Act 2010.

NBN Co Limited

## **Dictionary - Wholesale Broadband Agreement**

30 April 2014

Version 2.4

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### **Environment**

NBN Co asks that you consider the environment before printing this document.

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## Introduction

*This Dictionary contains definitions used in this Agreement. Some documents which comprise this Agreement also contain additional definitions which apply to those documents.*

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## Dictionary

**100BaseEX** has the meaning given to that NNI Bearer profile as described in the [Product Technical Specification for the NBN Co Ethernet Bitstream Service](#).

**100BaseLX** has the meaning given to that NNI Bearer profile as described in the [Product Technical Specification for the NBN Co Ethernet Bitstream Service](#).

**10GBaseER** has the meaning given to that NNI Bearer profile as described in the [Product Technical Specification for the NBN Co Ethernet Bitstream Service](#).

**10GBaseLR** has the meaning given to that NNI Bearer profile as described in the [Product Technical Specification for the NBN Co Ethernet Bitstream Service](#).

**24/7 Priority Assistance Contact Centre** means the contact centre maintained by NBN Co for the purposes of communications with NBN Co concerning Products used or to be used as an input into the supply of Downstream Priority Assistance Services.

**50 Kbps CVC Credit** has the meaning given to that term in section 6.2(a) of the [Price List](#).

**90 Day Bank Bill Swap Rate** means:

- (a) the “90 day Bank Bill Swap Rate: Average Bid” quoted in the *Australian Financial Review* on the due date for payment of the relevant amount or, if no such rate is quoted on the due date, on the first date preceding the due date on which such rate is quoted in the *Australian Financial Review*; or
- (b) if the *Australian Financial Review* ceases to quote that rate, there is a manifest error in the publication of that rate, or the *Australian Financial Review* ceases to be published, such other rate reasonably determined by NBN Co.

**AAA** means authentication, authorisation and accounting.

**AC** means Alternating Current.

**ACCC** means the Australian Competition and Consumer Commission.

**Accelerated Connection** means the connection and activation of the Access Components for the NEBS supplied by means of the NBN Co Fibre Network:

- (a) in respect of an Inactive Premises; and
- (b) which is ordered by Customer as an ‘Accelerated Connection’.

**Acceptable Credit Rating** means a long term credit rating for senior unsecured indebtedness of at least BBB from Standard and Poor's Ratings Group, or an equivalent rating from a reputable international rating agency.

**Acceptable Insurer** means an insurer which is:

- (a) a reputable APRA authorised insurer;
- (b) APRA exempt and maintains a Standard & Poor's rating of A minus or higher (or an equivalent rating agency rating);
- (c) in the case of workers compensation insurance, an authorised self insurer, specialist insurer or scheme agent; or
- (d) otherwise approved in writing by NBN Co (which consent must not be unreasonably withheld).

**Accepted Invitee** means Customer and/or any Other NBN Co Customer accepted by the Panel as a party to an Industry Relevant Dispute in accordance with clause G6.2 of the [Head Terms](#).

**Accepted Notification** means a notification provided by NBN Co to Customer that the Trouble Ticket Status of a Trouble Ticket has been changed to In Progress.

**Access Component** means the UNI and/or the AVC, as the case may be.

**Access Component Disconnection** means the disconnection of a UNI or AVC supplied by NBN Co to Customer in respect of a Premises.

**Access Component Modification** means, in respect of a Premises, the modification of an Access Component including, where relevant, to:

- (a) change the AVC bandwidth profile or UNI allocation;
- (b) change C-VLAN used to identify the AVC at the NNI;
- (c) associate the AVC with a different CVC supplied to Customer in the same CSA;
- (d) enable or remove a UNI-V and associated AVC;
- (e) enable or remove a Multicast AVC or change the bandwidth profile of a Multicast AVC;
- (f) enable or disable the Enhanced Fault Rectification Service; or
- (g) add or remove the Battery Backup Service,

but is not a Priority Assistance Modification.

**Access Component Reactivation** means the Activation of the Access Components in respect of a Service Class 3 or Service Class 6 Premises where equivalent Access Components were previously being provided by NBN Co on the same NTD where no attendance at the Premises is required.

**Access Loop Identification** means the functionality described in section 6.2.3 of the [Product Technical Specification of the NBN Co Ethernet Bitstream Service](#).

**Access Seeker** means a Carrier, Carriage Service Provider, Content Service Provider or Specified Utility engaged in a related Specified Activity seeking the supply of a Product from NBN Co that is not Customer or an Other NBN Co Customer.

**Access Seeker Undertaking** means a deed of undertaking that is enforceable by the Underlying Facility Provider relating to the supply of the Facilities Access Service in respect of a Type 2 Facility in the form provided by NBN Co to Customer from time to time.

**Access Timetable** means the timetable of those dates and times that Customer may access and use the National Test Facility for the purpose of completing Interoperability Certification Testing or Operational Accreditation Testing (as the case may be), including any revised timetable (if applicable), as determined by NBN Co.

**Access Virtual Circuit** has the meaning given to that term in section 3 of the [Product Description for the NBN Co Ethernet Bitstream Service](#) or for the purposes of the Sandpit, has the meaning given to that term in section 2.3(a) of the [Service Description for the Sandpit](#).

**Accessible Location** has the meaning given to that term in section 9.1(b) of the [Service Description for the Facilities Access Service](#).

**Acknowledged** means the Order Status described in section 4.5.1.5 or the Trouble Ticket Status described in section 5.2.1 of the [NBN Co Operations Manual](#), as the context requires.

**Acknowledged Notification** means a notification provided by NBN Co to Customer that the Order Status of an order or the Trouble Ticket Status of a Trouble Ticket has been changed to Acknowledged, as the context requires.

**ACMA** means the Australian Communications and Media Authority.

**ACS** means Automatic Configuration Server.

**ACT Utilities Tax** means the tax imposed under the *Utilities (Network Facilities Tax) Act 2006* (ACT).

**Activation** means the completion of an activation order for the setup and activation of any Product, Product Component or Product Feature.

**Activity** means those activities of NBN Co that are the subject of Service Levels or Performance Objectives in the [Service Levels Schedule](#).

**Additional / Replacement Access Card** means an additional or replacement access card provided by NBN Co to Customer in respect of a Type 1 Facility or Type 2 Facility.

**Address Enquiry** means an enquiry that is made through the NBN Co Platform Interfacing Service as to whether a service delivery location is known to NBN Co.

**Address Query** has the meaning given to that term in clause 4.2.4 of the [NBN Co Operations Manual](#).

**Address Search** has the meaning given to that term in the [B2B Interaction Business Process Technical Specification](#).

**Addressing Mode A** means the AVC and CVC addressing mode described in section 3.1.5 of the [Product Technical Specification for the NBN Co Ethernet Bitstream Service](#).

**Addressing Mode C** means the AVC and CVC addressing mode described in section 3.1.6 of the [Product Technical Specification for the NBN Co Ethernet Bitstream Service](#).

**Addressing Mode D** means the AVC and CVC addressing mode described in section 3.1.7 of the [Product Technical Specification for the NBN Co Ethernet Bitstream Service](#).

**Adjustment Event** has the meaning given to that term in the GST Law.

**Adverse Network Impact** means conduct which:

- (a) endangers the health or safety of any person;

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- (b) damages, threatens, interferes with, prejudices the integrity of, degrades or results in the deterioration of the operation or performance of any other party's network, systems, equipment, property, infrastructure or facilities;
- (c) in the case of Customer, causes a nuisance in or while accessing NBN-Related Networks; or
- (d) in the case of Customer, damages, threatens, interferes with, prejudices the integrity of, degrades or causes the deterioration of the operation or performance of:
  - (i) NBN-Related Networks;
  - (ii) communications within NBN-Related Networks (including Carriage Services and Content Services provided over the NBN-Related Networks);
  - (iii) any Other NBN Co Customer's network, systems, equipment, property, infrastructure or facilities used in connection with the NBN Co Network or at the National Test Facility;
  - (iv) the Products or the supply of any other products or services to Customer or any Other NBN Co Customer; or
  - (v) other property or facilities of any third party.

**Advisory Notice** has the meaning given to that term in section 151AQB of the Competition and Consumer Act.

**Affected Party** has the meaning given to that term in the definition of "Force Majeure Event".

**Aggregation Node Site** means, collectively, those parts of a building within the Site Boundary in respect of an Established POI, at which:

- (a) NBN Co presents the NNI;
- (b) NBN Co supplies NBN Co Co-location; or
- (c) NBN Co supplies Cross Connects.

**Agreement** means the agreement comprising the documents referred to in the "Agreement" provision of the [Agreement Execution Document](#).

**Agreement Execution Document** means the document entitled "[Agreement Execution Document](#)" that forms part of this Agreement.

**Amendment Order** has the meaning given to that term in section 4.5.1.2 of the [NBN Co Operations Manual](#).

**Ancillary Charge** has the meaning given to the term "Other Charge" under an SAU.

**Annexed Aggregation Node Site** means, in respect of an Established POI, an Aggregation Node Site that is located at a different address to the relevant POI Site.

**Appointment** means an appointment period in which NBN Co (or the Installer) performs activities at a Premises in connection with the supply of an Ordered Product.

**Appointment Enquiry** has the meaning given to that term in section 4.6.2.2 of the [NBN Co Operations Manual](#).

**Appointment ID** means a unique identifier which identifies a timeslot assigned to Customer for the purposes of organising an Appointment or Trouble Ticket Appointment at a Premises.

**Appointment Status** means the status of an Appointment as Reserved, Booked, In Progress, Complete, Incomplete and Cancelled as described in section 4.6.2.1 of the [NBN Co Operations Manual](#).

**Approved Dispute Guidelines** means the guidelines for Disputes approved under an SAU.

**Approved Panel Terms** means the standard terms of appointment of Panel Members approved by the ACCC from time to time pursuant to an SAU and published on NBN Co's Website.

**Approved Purpose** has the meaning given to that term in clause D3.2(a) of the [Head Terms](#).

**As Built Drawings** means drawings provided by Customer to NBN Co after completion of the installation of Customer's lead-in or backhaul transmission cables which show the state of the installation in its 'as built' form.

**ATA** means Analogue Telephony Adaptor.

**Authorised Account Holder** means a person acquiring under contract from a service provider a product or service under contract from a service provider which is supplied to a Premises using the Existing Infrastructure, or that person's authorised representative.

**Authorised Contact** means a person authorised to raise a Billing Enquiry and/or Billing Dispute on behalf of Customer.

**Authorised Person** means a person who has successfully completed and continues to maintain relevant Site Induction Courses and has taken all steps and fulfilled all conditions as specified in the [NBN Co Operations Manual](#) in relation to entry into Type 1 Facilities and/or Type 2 Facilities, as applicable.

**Authorised User** has the meaning given to that term in section 2.2.7.2 of the [NBN Co Operations Manual](#).

**Auto-Closure Rules** means the rules for NBN Co automatically closing battery alarms, as notified to Customer from time to time.

**AVC** has the meaning given to the term Access Virtual Circuit.

**AVC Service ID** has the meaning given to that term in section 6.2.3.1 of the [Product Technical Specification for the NBN Co Ethernet Bitstream Service](#).

**AVC TC-1** has the meaning given to that term in section 3.1(c) of the [Product Description for the NBN Co Ethernet Bitstream Service](#).

**AVC TC-2** has the meaning given to that term in section 3.1(c) of the [Product Description for the NBN Co Ethernet Bitstream Service](#).

**AVC TC-4** has the meaning given to that term in section 3.1(c) of the [Product Description for the NBN Co Ethernet Bitstream Service](#).

**Average Monthly Billings Amount** means the monthly average of Customer’s annual billings in any Year, or part thereof, calculated in accordance with the following formula:

$$\text{Average Monthly Billings Amount} = \frac{\text{Recurring Charges} + \text{Non-Recurring Charges}}{\text{Days in Year}} \times \frac{365}{12}$$

where:

**Non-Recurring Charges** = the total amount of Charges (excluding GST) paid or payable by Customer between the first day of the relevant Year and the last relevant day of that Year;

**Recurring Charges** = the total amount of Charges (excluding GST) which relate to a period other than a particular day, which are attributable to a day between the first day of the relevant Year and the last relevant day of that Year, on a pro rata basis; and

**Days in Year** = the total number of days between the first day of the relevant Year and the last relevant day of the Year.

For the purposes of this formula, the last relevant day of the Year will be the last day of that Year unless a determination of liability is made in the same Year in which the relevant Claim is made, in which case:

- (a) the days which are taken into account will be those from (and including) the start of the relevant Year up to (and including) the day that the determination is made;
- (b) in the event that a later determination is made which relates to a Claim made in the same Year as an another Claim in respect of which a determination has already been made, the calculation in the formula above will be made again and the result of that recalculation, less any amount paid or payable with respect to the earlier determination of liability, will be used to determine the maximum amount payable with respect to the subsequent Claim;
- (c) in no event will a party’s liability for an already determined Claim or the liability limit applicable to a determination of liability pursuant to clause E1.4(a) of the [Head Terms](#) in respect of that Claim, be recalculated as a result of any recalculation of a liability limit under paragraph (b).

**Award** means a Panel’s final decision in respect of a Dispute.

**B2B Access** has the meaning given to that term in section 2 of the [Service Description for the NBN Co Platform Interfacing Service](#).

**B2B Forum** means the forum of that name established by NBN Co under clause F3 of the [Head Terms](#) for the purposes of the development of the B2B Specifications.

**B2B Interface Version** means B2B specifications that are described in a ‘NBN Co Platform Interfacing Service B2B Access Release Note’.

**B2B Gateway Interoperability Change** means a change which introduces a new:

- (a) ebMS version that is not backwards compatible with the ebMS version that existed immediately prior to the implementation of the change;
- (b) ebcpp version that is not backwards compatible with the ebcpp version that existed immediately prior to the implementation of the change; or



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- (c) authentication mechanism that is not backwards compatible with the authentication mechanism that existed immediately prior to the implementation of the change.

**B2B Sandpit ebXML Collaboration Profile Agreement** means the latest version of the document entitled 'B2B Sandpit ebXML Collaboration Protocol Agreement' that has been provided by NBN Co to Customer from time to time.

**B2B Specifications** means the latest version of the set of documents that NBN Co identifies as being the B2B Specifications and which NBN Co provides to Customer from time to time in accordance with this Agreement.

**BAF** has the meaning given to the term Billing Adjustment File.

**Battery Backup Service** comprises, in respect of a UNI port at a Premises:

- (a) a Power Supply with Battery Backup; and  
(b) Battery Missing Alarm and Replace Battery Alarm notifications.

**Battery Missing Alarm** means an alarm generated by an NTD powered by the Power Supply with Battery Backup when no battery is detected in the Power Supply with Battery Backup.

**BEF** has the meaning given to the term Billing Event File.

**BGP** means border gateway protocol.

**BIF** has the meaning given to the term Billing Invoice File.

**Bilateral Dispute** means a dispute that is classified as a bilateral dispute by a Panel in accordance with the Dispute Management Rules.

**Billing Account Request Form** has the meaning given to that term in section 2.2.7.1 of the [NBN Co Operations Manual](#).

**Billing Adjustment File** means the document described in, and containing the details set out in, section 6.4.1.5 of the [NBN Co Operations Manual](#).

**Billing Dispute** has the meaning given to that term in clause B5.2 of the [Head Terms](#).

**Billing Dispute Escalation Notice** means a notice given by Customer which specifies:

- (a) that Customer wishes to escalate the Billing Dispute; and  
(b) the reasons why Customer does not agree with a Billing Dispute Resolution Notice given by NBN Co.

**Billing Dispute Form** means the document by that name which is published by NBN Co from time to time.

**Billing Dispute Resolution Notice** means a notice given by NBN Co to Customer which sets out:

- (a) NBN Co's proposed resolution of a Billing Dispute; and  
(b) the proposed actions to be taken by NBN Co and Customer to settle a Billing Dispute.

**Billing Enquiry** means an enquiry raised by Customer regarding a matter set out in section 6.8.2.1 of the [NBN Co Operations Manual](#).

**Billing Event File** means the document described in, and containing the details set out in, section 6.4.1.4 of the [NBN Co Operations Manual](#).

**Billing Expert** means a person who is an auditor qualified under Australian law and appointed under clause B5.7 of the [Head Terms](#) to determine a Billing Dispute.

**Billing Invoice File** means the document described in, and containing the details set out in, section 6.4.1.3 of the [NBN Co Operations Manual](#).

**Billing Period** means each period of one calendar month starting on the day selected or determined in accordance with clause B2.2 of the [Head Terms](#).

**Billing Period Options** has the meaning given to that term in clause B2.2(a) of the [Head Terms](#).

**Booked** means the Appointment Status described in section 4.6.2.1 or the Trouble Ticket Appointment Status described in section 5.3.2.1 of the [NBN Co Operations Manual](#), as the context requires.

**Building** means a permanent structure, equipment or a building in respect of which an NTD is able to be installed.

**Building Entry Rights** means the rights to deploy lead-in or backhaul transmission cables to a POI Site, including rights necessary to install, house, operate, test, maintain and remove lead-in and backhaul transmission cables in the ducts leading into a building, optical cable trays, ducts and conduits leading up to the NBN Co ODF Termination Point and in those areas of a building in which a POI Site is located that are outside the Site Boundaries of the POI Site.

**Business Day** means any day other than a Saturday, Sunday or public holiday in the States or Territories where the relevant works or tasks are being carried out.

**Business Hours** means between 9.00am and 5.00pm on a Business Day in the place where the relevant works or tasks with respect to the relevant POI Site or Aggregation Node Site are being carried out.

**Business Rules** means any instructions, policies or procedures issued by NBN Co pursuant to clause C4.2 of the [Head Terms](#) (including the [Fair Use Policy](#)).

**C-TAG** has the meaning given to that term in section 3.1.1 of the [Product Technical Specification for the NBN Co Ethernet Bitstream Service](#).

**C-VID** means Customer Edge (CE)-VLAN Identifier.

**CAA** means the *Commercial Arbitration Act 2010* (NSW).

**Cable Rectification** has the meaning given to that term in the Telstra Migration Plan.

**Cables** has the meaning given to that term in section 4.7.3 of the [NBN Co Operations Manual](#).

**Cancelled** means the Order Status described in section 4.5.1.5, the Appointment Status described in section 4.6.2.1 or the Trouble Ticket Appointment Status described in section 5.3.2.1 of the [NBN Co Operations Manual](#), as the context requires.

**Cancelled Notification** means a notification provided by NBN Co to Customer that the Order Status of an order has been changed to Cancelled.

**Capacity Management Policy** means the policy of that name published from time to time by NBN Co which specifies how NBN Co will manage capacity in relation to the supply of the Service Elements of the Facilities Access Service.

**Carriage Service** has the meaning given to that term in section 7 of the Telecommunications Act.

**Carriage Service Provider** has the meaning given to that term in section 87 of the Telecommunications Act.

**Carrier** has the meaning given to that term in section 7 of the Telecommunications Act.

**CBS** has the meaning given to the term Committed Burst Size.

**Change in Control** means, in relation to a party, a change of the entity which Controls the party or, if no entity Controls the party, the assumption of Control of the party by an entity.

**Charges** means the charges (including any Taxes) set out in the [Price List](#).

**CIR** has the meaning given to the term Committed Information Rate.

**Claim** means any and all claims, alleged claims, actions, suits or proceedings by any person of any nature or kind, whether in contract, tort (including negligence) at common law, in equity, under statute or otherwise however arising.

**Closed** means the Trouble Ticket Status described in section 5.2.1 of the [NBN Co Operations Manual](#).

**Closed Notification** means a notification provided by NBN Co to Customer that the Trouble Ticket Status of a Trouble Ticket has been changed to Closed.

**Collaboration Protocol Agreement** means the agreement, described in accordance with the Organization for the Advancement of Structured Information Standards (OASIS) Collaboration-Protocol Profile and Agreement Specification v2.0 for the purpose of defining the business services exposed by both the NBN Co B2B Gateway and Customer B2B Gateway, and notified by NBN Co to Customer from time to time.

**Commercial Rebate** means a Connection Rebate, Enhanced Fault Rectification Rebate or any other Rebate specified by NBN Co as a "Commercial Rebate" from time to time.

**Committed Burst Size** means the length of a burst of Layer 2 traffic (either in bytes, or milli-seconds as set out in the [Product Technical Specification for the NBN Co Ethernet Bitstream Service](#)) that may be received at ingress to the NBN Co Network, for a traffic class which is subject to a CIR before traffic is discarded by the NBN Co Network.

**Committed Information Rate** means the information transfer rate which the NBN Co Network is committed to transfer for a particular link under normal conditions, as described in the [Product Technical Specification for the NBN Co Ethernet Bitstream Service](#).

**Common Property** means any real property or part thereof which is owned or managed by a third party strata body, managing corporation or other similar entity, or which is otherwise common to, accessible by, or shared between, two or more separately owned or occupied Premises to which NBN Co may require access, including to perform an installation and/or activation of Connecting Equipment at a Premises in connection with the supply of a Product.

**Commonwealth** means the Commonwealth of Australia.

**Compatible** means capable of integration and operation with the NBN-Related Networks with no modification or conversion required to the NBN-Related Networks, including having regard to the compatibility requirements notified by NBN Co under clause C5.1(a) of the [Head Terms](#) or otherwise under this Agreement.

**Competition and Consumer Act** means the *Competition and Consumer Act 2010* (Cth).

**Competition Notice** has the meaning given to that term in section 151AB of the Competition and Consumer Act.

**Complete** means the Order Status described in section 4.5.1.5, the Appointment Status described in section 4.6.2.1 or the Trouble Ticket Appointment Status described in section 5.3.2.1 of the [NBN Co Operations Manual](#), as the context requires.

**Completed Notification** means a notification provided by NBN Co to Customer that the Order Status of an order has been changed to Complete.

**Completion Notification** means a notice of completion of a Planned Outage.

**Confidential Information** means all information, know-how, ideas, concepts, technology, marketing, product, operational, financial and other industrial or commercial knowledge and data of a confidential nature (whether in tangible or intangible form and whether coming into existence before or after the commencement of this Agreement) of a party or any of its Related Bodies Corporate relating to or developed in connection with this Agreement (the “first mentioned party”), but does not include:

- (a) information which is or becomes part of the public domain (other than through any breach of this Agreement);
- (b) information rightfully received by the other party from a third person without a duty of confidentiality being owed by the other party to the third person, except where the other party has knowledge that the third person has obtained that information either directly or indirectly as a result of a breach of any duty of confidence owed to the first mentioned party;
- (c) information which has been independently developed by the other party;
- (d) Product Development Confidential Information; or
- (e) information about Products supplied by NBN Co (including where that information is generated by NBN Co) that has been aggregated with other information of a similar or related nature, such that Customer, Downstream Customers or End Users cannot be identified by the information or any part of it.

**Confirmed Award** has the meaning given to that term in clause G7.3(b)(iii) of the [Head Terms](#).

**Connect Order** has the meaning given to that term in section 4.5.1.1 of the [NBN Co Operations Manual](#).

**Connecting Equipment** means:

- (a) where the NEBS is supplied by means of the NBN Co Fibre Network, any or all (as the context requires) of:
  - (i) a Drop Fibre;
  - (ii) a PCD;
  - (iii) a Connecting Fibre;
  - (iv) an NTD (and any installation and provision of an associated battery back-up unit and First Battery); and

- (v) any ancillary equipment, facilities, lines or network owned or controlled by, or operated by or on behalf of NBN Co between, and including, the NAP and the NTD; or
- (b) where the NEBS is supplied by means of the NBN Co Wireless Network, any or all (as the context requires) of:
  - (i) an outdoor NTD component;
  - (ii) a connecting cable;
  - (iii) an indoor NTD component; and
  - (iv) any ancillary equipment, facilities, lines or network owned or controlled by, or operated by or on behalf of NBN Co between and including the indoor component of the NTD and the outdoor component of the NTD.

**Connecting Fibre** means the fibre optic line which connects from a PCD to an NTD.

**Connection Rebate** means the rebate in respect of NBN Co's failure to achieve Service Levels for End User Connections calculated in accordance with section 1.4 of the of the [Service Levels Schedule](#).

**Connectivity Component** means the NNI or CVC, as the case may be.

**Connectivity Serving Area** means a geographical region that is addressable using a single CVC.

**Connectivity Virtual Circuit** has the meaning given to that term in section 2 of the [Product Description for the NBN Co Ethernet Bitstream Service](#) or for the purposes of the Sandpit, has the meaning given to that term in section 2.3(a) of the [Service Description for the Sandpit](#).

**Contact Details** has the meaning given to that term in clause H1.3 of the [Head Terms](#).

**Contact Matrix** means the matrix of Contact Details created in accordance with section 1.4 of the [NBN Co Operations Manual](#).

**Contamination** means the presence in, on, under or emanating from land or groundwater of a solid, liquid, gas, odour, heat or substance at a concentration above the concentration at which the substance is normally present in, on or under (respectively) land or groundwater in the same locality, being a presence that fails to comply with any Environmental Law or that presents a risk of harm to human health or any other aspect of the Environment.

**Content Service** has the meaning given to that term in section 15 of the Telecommunications Act.

**Content Service Provider** has the meaning given to that term in section 97 of the Telecommunications Act.

**Control** has the meaning set out in section 50AA of the Corporations Act.

**Copper Network** means the network in Australia comprising copper and aluminium wire lines that is owned, controlled or operated by, or on behalf of, Telstra Corporation Limited or any Related Body Corporate of Telstra Corporation Limited.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Corrective Action** means all steps that are reasonably practicable in the circumstances that NBN Co will undertake to address the non-achievement of a Service Level or Performance Objective.

**CoS** means Class of Service.

**Credit** means a credit given by NBN Co to Customer under this Agreement.

**Credit Policy** means the document entitled "[Credit Policy](#)" that forms part of this Agreement.

**Credit Review** means a review conducted in accordance with section 3 of the [Credit Policy](#).

**Credit Review Date** means the date on which an assessment is to be conducted to determine whether Customer is a Credit Risk as notified by NBN Co to Customer under the Credit Policy.

**Credit Review Event** means the occurrence of any of the following:

- (a) any amount due under this Agreement becomes an Overdue Amount;
- (b) NBN Co has reasonable grounds to believe that the Credit Risk posed by Customer is materially increased, or will materially increase;
- (c) NBN Co has reasonable grounds to believe that Customer is likely to be subject to an Insolvency Event;
- (d) there is, or in NBN Co's reasonable opinion is likely to be, a substantial increase in the amount of Charges payable by Customer under this Agreement;
- (e) NBN Co has issued a Default Notice to Customer under this Agreement; or
- (f) there is a Change in Control of Customer.

**Credit Risk** means an unacceptable risk for NBN Co that Customer is unable to pay all Charges and other amounts payable under this Agreement to NBN Co in full and promptly as they fall due.

**Credit/Rebate Claim Form** means the document by that name which is published by NBN Co from time to time.

**Cross Connect** means the Service Element of the Facilities Access Service described in section 5 of the [Service Description for the Facilities Access Service](#) and the [Product Technical Specification for Facilities Access Service](#).

**Cross Connect Authorisation Form** has the meaning given to that term in section 4.5.2.2 of the [NBN Co Operations Manual](#).

**Cross Connect Cables** has the meaning given to that term in section 5(b) of the [Service Description for the Facilities Access Service](#).

**CSA** has the meaning given to the term Connectivity Serving Area.

**CSG** means a performance standard that applies pursuant to the CSG Standard.

**CSG Auditor** means the person appointed by NBN Co to audit any claims for CSG Compensation made by Customer under section 14.4 of the [Service Levels Schedule](#).

**CSG Compensation** means a credit amount claimed by Customer and calculated in accordance with section 14 of the [Service Levels Schedule](#).

**CSG Standard** means the *Telecommunications (Customer Service Guarantee) Standard 2011*.

**Customer** has the meaning given to that term in the "Parties" provision of the [Agreement Execution Document](#).

**Customer Active Equipment** means active equipment that is:

- (a) owned, controlled or operated by Customer;
- (b) used or to be used by Customer in relation to the transmission of traffic on the NEBS that is supplied by NBN Co to Customer or any Other NBN Co Customer (excluding hosting servers and content distribution network infrastructure); and
- (c) of a type approved by NBN Co pursuant to section 6.3 of the [Service Description for the Facilities Access Service](#),

and any other equipment as advised by NBN Co from time to time.

**Customer B2B Gateway** means the ebMS 2.0 compliant gateway that is hosted by Customer as further described in the [Service Description for the NBN Co Platform Interfacing Service](#).

**Customer Billing Account** has the meaning given to that term in section 2.2.7.1 of the [NBN Co Operations Manual](#).

**Customer Disconnection Obligation** means an obligation under this Agreement to:

- (a) disconnect and/or remove any Customer Equipment or other items owned or controlled by Customer from the NBN-Related Networks;
- (b) disconnect, remove and/or return to NBN Co any NBN Co Equipment supplied by NBN Co to Customer;
- (c) disconnect any connections made by or on behalf of Customer from Customer Network to the NBN-Related Networks; or
- (d) disconnect or procure the disconnection of any connections made by or on behalf of any Downstream Customer to the NBN-Related Networks in connection with Customer's supply of Customer Products.

**Customer Equipment** means any equipment that is:

- (a) used by Customer in connection with the NBN Co Network, the NBN Co Platform, the National Test Facility or any Ordered Product; or
- (b) provided by or on behalf of Customer to any Downstream Customer to whom it supplies Customer Products for use in connection with the NBN Co Network or any Customer Product,

but excludes all NBN Co Equipment.

**Customer Event** means:

- (a) any act or omission of Customer, any Downstream Customer or any End User other than in accordance with this Agreement or that is otherwise unlawful; or
- (b) any event or circumstance to the extent caused or contributed to by:
  - (i) Customer Network, Customer Platform or any Customer Equipment; or
  - (ii) the network, systems, equipment or facilities of any of Downstream Customers or any End Users.

**Customer IPRs** means any Intellectual Property Rights owned by Customer or a Related Body Corporate of Customer.

**Customer Material** means all material provided or otherwise made available by or on behalf of Customer to NBN Co in connection with this Agreement.

**Customer Network** means the networks, systems and facilities that are used, or are capable of being used, by Customer in relation to the carrying of communications by means of guided or unguided electromagnetic or optical energy in connection with the NBN Co Network, the NBN Co Platform, the National Test Facility or any Ordered Product, including Customer Equipment.

**Customer Platform** means the operational support systems and billing support systems used by Customer that are directly or indirectly connected to the NBN Co Platform.

**Customer Product** means a retail or wholesale product or service supplied by Customer to a third party that relies on an Ordered Product as an input.

**CVC** has the meaning given to the term Connectivity Virtual Circuit.

**CVC Modification** means the modification of the bandwidth of a CVC supplied by NBN Co to Customer in a CSA.

**CVC TC-1** has the meaning given to that term in section 2.1(b) of the [Product Description for the NBN Co Ethernet Bitstream Service](#).

**CVC TC-2** has the meaning given to that term in section 2.1(b) of the [Product Description for the NBN Co Ethernet Bitstream Service](#).

**CVC TC-4** has the meaning given to that term in section 2.1(b) of the [Product Description for the NBN Co Ethernet Bitstream Service](#).

**CVC Transitional Pricing Credit** has the meaning given to that term in section 6.3 of the [Price List](#).

**Data Enquiry** means an enquiry in relation to the accuracy of measurement and monitoring information on which a Performance Report is based.

**Data Transfer Rate** means the average number of bits per second transferred from a data source to a data destination.

**DC** means Direct Current.

**DCD** means DC Distribution Unit.

**Default** means a failure, inability or refusal by a party to comply with the terms of this Agreement.

**Default Notice** has the meaning given to that term in clause F6.1(a) of the [Head Terms](#).

**Delegated Administrator** has the meaning given to that term in section 2.2.7.2 of the [NBN Co Operations Manual](#).

**Designated End User** means an End User acquiring a Customer Product or Downstream Product under a contract with Customer or a Downstream Customer (as the case may be).

**Detailed Design Drawings** has the meaning given to that term in section 4.5.2.3 of the [NBN Co Operations Manual](#).

**DHCP** means Dynamic Host Configuration Protocol.

**Diagnostic Checklist** means the checklist made available by NBN Co from time to time to assist Customer identify Service Faults prior to reporting them to NBN Co.



**Dictionary** means this document, which forms part of the Agreement.

**Directory Assistance Services** has the meaning given to that term in the Telecommunications Act.

**Discloser** means a party which discloses its Confidential Information to the other party.

**Disconnect Order** has the meaning given to that term in section 4.5.1.1 of the [NBN Co Operations Manual](#).

**Discount** means any discount, allowance, rebate, waiver or credit given by NBN Co to Customer under this Agreement.

**Discount/Credit/Rebate Notice** means the document issued by NBN Co to Customer in accordance with clause 8.1(a) of the [Price List](#).

**Dispute** means a dispute that arises between NBN Co and Customer under or in relation to this Agreement.

**Dispute Management Rules** means the provisions in relation to dispute resolution in [Module G of the Head Terms](#).

**Diverse Chassis** has the meaning given to that term in section 6.5.1.3 of the [Product Technical Specification for the NBN Co Ethernet Bitstream Service](#).

**Downstream CSG Service** means a Customer Product or Downstream Product supplied in respect of a Premises that:

- (a) is subject to a performance standard that applies pursuant to the CSG Standard; and
- (b) relies on the Access Components of the NEBS supplied by means of the NBN Co Fibre Network supplied by NBN Co to Customer in respect of that Premises as inputs to the supply of that Customer Product or Downstream Product.

**Downstream Customer** means any person acquiring a Customer Product or a Downstream Product, including:

- (a) any Carrier, Carriage Service Provider or Content Service Provider acquiring a wholesale Customer Product;
- (b) any Carrier, Carriage Service Provider or Content Service Provider acquiring a wholesale Downstream Product; and
- (c) any Designated End User.

**Downstream Customer Details** means any information about any Downstream Customer that is required by NBN Co to exercise its rights or perform its obligations under this Agreement or by law.

**Downstream Customer Equipment** means any equipment that is used by any Downstream Customer in connection with the NBN Co Network or any Downstream Product.

**Downstream Priority Assistance Service** means a Customer Product or Downstream Product that relies on the NEBS supplied by means of the NBN Co Fibre Network as an input and is being used to provide Priority Assistance at a Premises.

**Downstream Product** means a retail or wholesale product or service supplied by a Downstream Customer to a third party that relies on a Customer Product as an input.

**Drop Fibre** means the fibre optic Line which connects from a NAP to a PCD.

**Due Date** has the meaning given to that term in clause B3.1(a) of the [Head Terms](#).

**ebMS** means ebXML messaging service.

**ebXML** means extensible business message markup language as described in the OASIS ebXML Message Service Specification (version 2.0) issued 1 April 2002.

**ECS** means ethernet combined switch.

**Effective Disconnection Date** means, following NBN Co's acknowledgement of a valid disconnection order, the date on which an Ordered Product should have been disconnected in accordance with the disconnection lead time for that Ordered Product specified in this Agreement. Where there is no disconnection lead time specified for an Ordered Product, the Effective Disconnection Date will be the date on which a disconnection order in respect of the Ordered Product is effective pursuant to the [NBN Co Operations Manual](#) or the Product Description for the Ordered Product (as the case may be).

**EFS** means Ethernet Fanout Switch.

**Electronic Access Cards** means electronic access cards provided to Customer to enable access to buildings (or certain parts of buildings).

**Embargo Period** means a period of anticipated high End User activity notified by NBN Co to Customer in accordance with the [NBN Co Operations Manual](#).

**Emergency** means an imminent actual or potential risk to the safety of persons or property or the integrity of a telecommunications network requiring immediate action to avoid or mitigate any loss, damage or personal injury.

**Emergency Access** means physical access to an Accessible Location permitted in accordance with section 9.2 of the [Service Description for the Facilities Access Service](#).

**Emergency Access Request** has the meaning given to that term in section 9.2(b) of the [Service Description for the Facilities Access Service](#).

**Emergency Call Services** has the meaning given to that term in the Telecommunications Act.

**Emergency Outage** means an Outage which NBN Co reasonably determines to be necessary to respond to the occurrence of an Emergency or a Service Fault.

**Emergency Outage Notice** has the meaning given to that term in section 5.6.3 of the [NBN Co Operations Manual](#).

**Emergency POI Notice** means a notice of an Emergency POI Relocation/Closure which must include:

- (a) a description of the Emergency giving rise to the necessity to implement that Emergency POI Relocation/Closure;
- (b) the original location of the POI being closed or relocated during the Emergency; and
- (c) the location of the POI which will serve the Premises previously served by the original location of the POI during the Emergency.

**Emergency POI Relocation/Closure** means the relocation or closure of a POI performed by NBN Co in response to an Emergency.

**Emergency Upgrade** means an Upgrade performed by NBN Co in response to an Emergency.

**Emergency Upgrade Notice** means the notice to be given by NBN Co to Customers of an Emergency Upgrade which, at a minimum, comprises a description of the Emergency giving rise to the implementation of that upgrade and, where feasible, the nature and scope of the Emergency Upgrade.

**End User** means a person who is the ultimate recipient or user of a Customer Product or Downstream Product.

**End User Connection** means a Standard Connection, Priority Assistance Connection or an Accelerated Connection.

**End User Connection Forecast** means an End User Connections forecast provided by Customer to NBN Co in accordance with section 4.2.2.1 of the [NBN Co Operations Manual](#).

**End User Equipment** means any equipment used by any End User in connection with the NBN Co Network or any Downstream Product, including residential gateways, routers and personal computers.

**End User Fault** means a Service Fault affecting a single Ordered Product.

**End User Fault Response** means a response sent by NBN Co to Customer for a Trouble Ticket raised by Customer in respect of an End User Fault.

**Enhanced Fault** means, in respect of an Ordered Product for which NBN Co supplies an Enhanced Fault Rectification Service, an End User Fault affecting that Ordered Product.

**Enhanced Fault Rectification Rebate** means the rebate in respect of NBN Co's failure to achieve a Service Level for an Enhanced Fault calculated in accordance section 5.3 of the [Service Levels Schedule](#).

**Enhanced Fault Rectification Service** has the meaning given to that term in section 6 of the [Product Description for the NBN Co Ethernet Bitstream Service](#).

**Environment** means the physical factors of the surroundings of human beings including the land, waters, atmosphere, climate, sound, odours, the biological factors of animals and plants and the social factor of aesthetics.

**Environmental Hazard** means any material adverse impact on the Environment, including Contamination.

**Environmental Law** means a Law relating to the Environment or the health or safety of persons, including Laws relating to Contamination, vegetation, land use management and heritage.

**Equipment Modification** means the rearrangement or modification of any NBN Co Equipment that is installed or located at a Premises where Customer has validly requested that NBN Co rearrange or modify that NBN Co Equipment in accordance with the [NBN Co Operations Manual](#).

**Equipment Rack** has the meaning given to that term in section 6.2(a) of the [Service Description for the Facilities Access Service](#).

**Equipment Removal** means the removal of any NBN Co Equipment that is installed or located at a Premises where Customer has validly requested that NBN Co remove that NBN Co Equipment in accordance with the [NBN Co Operations Manual](#).

**Equipment Repair** means the repair or replacement of any NBN Co Equipment that is installed or located at a Premises where an act or omission of Customer (or any Downstream Customer or End User) has caused or contributed to the need to perform the repair or replacement.

**Escorted Physical Access** means physical access to an Accessible Location where Customer Personnel are escorted by NBN Co Personnel.

**Established POI** means a POI in the POI List but excluding any Temporary POI.

**Exceeded Configured Peak Bandwidth Event** occurs where the peak bandwidth for an individual Media Stream exceeds the configured peak bandwidths.

**Excluded Event** means:

- (a) any Force Majeure Event;
- (b) the implementation of any Upgrade or relocation or replacement of any POI or Temporary POI in accordance with [Module C \(Operational Management\)](#) of the [Head Terms](#) performed in accordance with the terms of this Agreement;
- (c) any Ordering Freeze, Service Reduction or Suspension that has been validly imposed in accordance with [Module F \(Agreement Management\)](#) of the [Head Terms](#); or
- (d) the failure or inability to supply of products, services, facilities or infrastructure by third parties, where the third party is unable to perform its obligations to NBN Co as a result of a Force Majeure Event.

**Execution Date** means the date that this Agreement is executed by the last party to sign this Agreement, as specified in the [Agreement Execution Document](#).

**Existing Infrastructure** means Copper Lines or HFC Lines, as those terms are defined in the Telstra Migration Plan.

**Expert** means an expert appointed by NBN Co and Customer to determine a Dispute in accordance with clause G3 of the [Head Terms](#).

**Expert Determination** means the determination of a Dispute by the Expert.

**Expert Shortlist** has the meaning given to that term in G3.2(b) of the [Head Terms](#).

**Expiry Date** means 1 March 2016 (subject to change in accordance with clause F2.2 of the [Head Terms](#)) or such other date as the parties may agree in writing.

**Extension Notice** has the meaning given to that term in clause F2.2(a) of the [Head Terms](#).

**External User Administration Portal** means the application provided to Customer to enable Customer to control its Personnel's access to permitted NBN Co systems and facilities, including to:

- (a) add or suspend the user account of an Authorised User;
- (b) change Authorised User details;
- (c) add or suspend physical access provided to Authorised Persons; and
- (d) change Authorised Person details.

**F-NTD** has the meaning given to the term Fibre Network Termination Device.

**Facilities Access Missed Appointment (During Business Hours)** means where NBN Co and Customer have agreed to meet onsite at the building in which an Aggregation Node Site is located during Business Hours and Customer is more than 1 hour late to that appointment.

**Facilities Access Missed Appointment (Outside Business Hours)** means where NBN Co and Customer have agreed to meet onsite at the building in which an Aggregation Node Site is located at any time other than during Business Hours, and Customer is more than 1 hour late to that appointment.

**Facilities Access Service** means the service described in the [Service Description for the Facilities Access Service](#).

**Facilities Access Service Order Completion** means the completion of a Facilities Access Service order.

**Facilities Access Service Order Processing** means the acceptance or rejection of a Customer order for a type of Facilities Access Service.

**Fair Use Policy** means the document entitled "[Fair Use Policy](#)" that forms part of this Agreement which is intended to avoid adverse network impacts on the quality or reliability of the NBN-Related Networks and the products and services supplied by NBN Co.

**Feasibility Study** has the meaning given to that term in section 4.5.2.3 of the [NBN Co Operations Manual](#).

**Fibre Distribution Area** means a geographical region within an FSAM which includes Premises served by the NBN Co Fibre Network.

**Fibre Network Termination Device** means the NTD which is used to supply the NEBS by means of the NBN Co Fibre Network as described in the [Product Technical Specification of the NBN Co Ethernet Bitstream Service](#).

**Fibre Serving Area** means a geographical region within a CSA which includes Premises served by the NBN Co Fibre Network.

**Fibre Serving Area Module** means a geographical region within an FSA which includes Premises served by the NBN Co Fibre Network.

**Financial Security** means either:

- (a) an unconditional guarantee from either an entity registered as an Authorised Deposit-taking Institution by the Australian Prudential Regulation Authority, or an insurer regulated by the Australian Prudential Regulation Authority under the *Insurance Act 1973* (Cth), which has an Acceptable Credit Rating; or
- (b) a prepayment.

**First Access Card** means the first access card that NBN Co provides to Customer in respect of a Type 1 Facility or Type 2 Facility.

**First Battery** means the first battery installed by or on behalf of NBN Co in a Power Supply with Battery Backup at a Premises.

**First Battery Credit** has the meaning given to that term in section 7 of the [Price List](#).

**First Battery Warranty Period** means a period of 2 years starting from (and including) the date on which the First Battery is installed.

**First Order Assessment** has the meaning given to that term in section 2.3.2 of the [NBN Co Operations Manual](#).

**Force Majeure Event** means any event or circumstance that:

## Dictionary

- (a) is not within the reasonable control of a person (the **Affected Party**) or any of its Related Bodies Corporate or any of their Personnel;
  - (b) the Affected Party or any of its Related Bodies Corporate or any of their Personnel is not reasonably able to prevent or overcome by the exercise of reasonable care, such as by having in place or implementing a disaster recovery plan; and
  - (c) causes the Affected Party to fail to perform any of its obligations under this Agreement,
- but does not include:
- (d) any event or circumstance that arises as a result of any lack of funds for any reason or any other inability to pay; or
  - (e) any event or circumstance that arises as a result of any negligent act or omission of the Affected Party.

**Force Majeure Event Notice** means a notice which gives notice of a Force Majeure Event which comprises:

- (a) a description of the nature of the Force Majeure Event;
- (b) details of the extent to which the Affected Party is unable to perform its obligations because of that Force Majeure Event; and
- (c) an estimate of the duration that the Affected Party expects that it will be unable to perform those obligations because of that Force Majeure Event.

**Frame Delay** has the meaning given to the term in section 11.5(a) of the [Service Levels Schedule](#).

**Frame Delay Variation** has the meaning given to the term in section 11.5(b) of the [Service Levels Schedule](#).

**Frame Loss** has the meaning given to the term in section 11.5(c) of the [Service Levels Schedule](#).

**Frame Size** means has the meaning given to that term in the [Product Technical Specification for the NBN Co Ethernet Bitstream Service](#).

**FDA** has the meaning given to the term Fibre Distribution Area.

**FSA** has the meaning given to the term Fibre Serving Area.

**FSAM** has the meaning given to the term Fibre Serving Area Module.

**Governance Action Items** means the items identified by the parties during a Governance Meeting held in accordance with section 7.2.5 of the [NBN Co Operations Manual](#).

**Governance Meetings** mean the meetings held each Governance Period to discuss NBN Co's operational performance described in the Governance Report applicable to that Governance Period.

**Governance Period** means a period of no less than a 1 month during the Term during which the operational performance of NBN Co is to be assessed.

**Governance Processes** means collectively the Governance Action Items, the Governance Meetings and the Governance Reports.

**Governance Reports** means the reports prepared by each of NBN Co and Customer, in a form determined by NBN Co, which relate to the immediately prior Governance Period and comprise relevant data and graphs (but not lengthy narratives) about their respective operational performance, including:

- (a) in the case of NBN Co, the Performance Reports;
- (b) in the case of Customer, information about any orders Customer is holding and cannot place on NBN Co within the current and proposed footprint of the NBN Co Network; and
- (c) in respect of both parties, Customer's performance with regard to forecasting accuracy and events which have an adverse operational impact on the supply of Ordered Products.

**Government Agency** means any court or tribunal of competent jurisdiction or any agency, authority, board, department, government, instrumentality, ministry, official or public or statutory person of the Commonwealth or of any State or Territory of Australia, and any local or municipal government or governmental bodies.

**GPO** means General Purpose Outlet.

**GST** means a goods and services tax or similar value added tax levied or imposed under the GST Law.

**GST Law** has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Hazardous Material** means any material or substance which, because it possesses some dangerous characteristic, would or might reasonably be expected to cause damage or injury to any person, any property or the Environment.

**Head Terms** means Modules A to H of this Agreement.

**Held** means the Order Status described in section 4.5.1.5 of the [NBN Co Operations Manual](#).

**Held Order Notification** means a notification provided by NBN Co to Customer that the Order Status of an order has been changed to "Held".

**Heritage Item** means any fossil, bone or other object, location or area of scientific, geological, historical, cultural or archaeological significance, including:

- (a) any item listed on a Commonwealth, State, Territory or local government register relating to Aboriginal or non-indigenous; and
- (b) any item or area which is protected or otherwise recognised under a law of the Commonwealth, a State or Territory which makes provision for the protection or preservation of places, areas, sites and objects of significance to Aboriginal or Torres Straight Islanders.

**HFC Network** means the networks in Australia comprising hybrid fibre coaxial lines that are owned, controlled or operated by, or on behalf of, Telstra Corporation Limited or SingTel Optus Pty Ltd or any of their Related Bodies Corporate.

**Historical Footprint List** means an address list provided by NBN Co to Customer that details the then current Rollout Regions, including the address information and the Service Class for each Premises included in that list.

**Historical Rollout Region List** means the list containing the live NBN Co Fibre Network and NBN Co Wireless Network footprints.

**HSE** means health, safety and environment.

**ICT Documentation** means the documentation required by an ICT Program.

**ICT Program** has the meaning given in section 2.2.6 of the [NBN Co Operations Manual](#).

**IGMP** means Internet Group Management Protocol.

**IGMP Report Source Address** means a source IP address for the Multicast proxy function to be inserted by the NBN Co Fibre Network in IGMP report messages.

**IGMPv3** means Internet Group Management Protocol version 3.

**In Progress** means the Order Status described in section 4.5.1.5, the Trouble Ticket Status described in section 5.2.1 or the Trouble Ticket Appointment Status described in section 5.3.2.1 of the [NBN Co Operations Manual](#), as the context requires.

**In Progress - Held** means the Trouble Ticket Status described in section 5.2.1. of the [NBN Co Operations Manual](#).

**In Progress - Pending** means the Trouble Ticket Status described in section 5.2.1. of the [NBN Co Operations Manual](#).

**Inactive Premises** means a Service Class 1 or Service Class 2 Premises that has no Copper Network or HFC Network telecommunications service (whether or not connected to the Copper Network or HFC Network, including by operation of the Telstra Migration Plan).

**Incomplete** means the Appointment Status described in section 4.6.2.1 or the Trouble Ticket Appointment Status described in section 5.3.2.1 of the [NBN Co Operations Manual](#), as the context requires.

**Incorporated Aggregation Node Site** means, in respect of an Established POI, an Aggregation Node Site that is located at the same address as the relevant POI Site.

**Indemnified Party** means the party receiving the benefit of an indemnity under this Agreement.

**Indemnifying Party** means the party giving an indemnity under this Agreement.

**Indirect Loss** means Loss which:

- (a) does not arise directly, or naturally in the usual course of things, from the breach, action or inaction in question; or
- (b) constitutes loss of profit, loss of anticipated profit, loss of opportunity or anticipated savings, loss of revenue, loss or impairment of credit rating, loss of data, loss of business opportunities and loss of or damage to reputation or goodwill even if such loss arises directly or naturally in the usual course of things from that breach,

but does not include the following Losses to the extent that they arise directly, or naturally in the usual course of things, from the breach, action or inaction in question:

- (c) reasonable costs incurred in remedying the impact of the breach, action or inaction in question;
- (d) reasonable overtime and related expenses (including travel, lodging and wages); and
- (e) payments or penalties imposed by any Government Agency.



**Industry Code** means an industry code developed and registered with the ACMA under Part 6 of the Telecommunications Act.

**Industry Relevant Dispute** means a dispute that is classified as an Industry Relevant Dispute by a Panel in accordance with the Dispute Management Rules.

**Industry Standard** means an industry standard determined by the ACMA under Part 6 of the Telecommunications Act.

**Information Rate** has the meaning given to that term in section 6.1.1.2.2 of the [Product Technical Specification for the NBN Co Ethernet Bitstream Service](#).

**Informed Consent** means:

- (a) Customer has informed and made a Designated End User aware of the effect on the Customer Product or Downstream Product if NBN Co supplies or does not supply the Battery Backup Service in respect of the corresponding NEBS Ordered Product; and
- (b) that Designated End User has provided consent to Customer placing a Connect Order or a Modify Order requesting that NBN Co does or does not supply Battery Backup Service in respect of that corresponding NEBS Ordered Product.

**Infrastructure Component** means NBN Co Building Entry Service, NBN Co ODF Termination Point, NBN Co Co-Location or Cross Connect, as the case may be.

**Infrastructure Restoration Trouble Ticket** means a trouble ticket raised in accordance with the processes described in section 5.5.1 of the [NBN Co Operations Manual](#).

**Initial Non Standard Installation** means a Non Standard Installation that is the first Installation performed by NBN Co (or an Installer) in respect of a Premises.

**Initial Standard Installation** means a Standard Installation that is the first Installation performed by NBN Co (or an Installer) in respect of a Premises.

**Input Tax Credit** has the meaning given to that term in the GST Law.

**Insolvency Event** means the occurrence of any one or more of the following events in relation to a party:

- (a) an order is made that it be wound up, declared bankrupt or that a provisional liquidator or receiver or receiver and manager be appointed;
- (b) a liquidator or provisional liquidator is appointed;
- (c) an administrator is appointed to it under sections 436A, 436B or 436C of the Corporations Act;
- (d) a Controller (as defined in section 9 of the Corporations Act) is appointed to it or any of its assets;
- (e) it enters into an arrangement or composition with one or more of its creditors (in their capacities as creditors) and that arrangement or composition is not terminated within 10 Business Days, or an assignment for the benefit of one or more of its creditors (in their capacities as creditors), in each case other than to carry out a reconstruction or amalgamation while solvent;

- (f) it proposes a winding-up, dissolution or reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors (in their capacities as creditors), or it proposes a standstill arrangement or composition with one or more of its creditors (in their capacities as creditors) and that standstill, arrangement or composition is not terminated within 10 Business Days;
- (g) it is insolvent as disclosed in its accounts or otherwise, states that it is insolvent, is presumed to be insolvent under an applicable law (including under sections 459C(2) or 585 of the Corporations Act) or otherwise is, or states that it is, unable to pay all its debts as and when they become due and payable;
- (h) it is taken to have failed to comply with a statutory demand as a result of section 459F(1) of the Corporations Act;
- (i) a notice is issued under sections 601AA or 601AB of the Corporations Act and not withdrawn or dismissed within 21 days;
- (j) a writ of execution is levied against it or a material part of its property which is not dismissed within 21 days;
- (k) it ceases to carry on business or threatens to do so; or
- (l) anything occurs under the law of the Commonwealth or any Australian State or Territory which has a substantially similar effect to any of the events set out in the above paragraphs of this definition.

**Installation** means the installation and make ready for service of Connecting Equipment by NBN Co (or an Installer) at a Premises and may include the activation of that Connecting Equipment by NBN Co.

**Installer** means a person authorised by, or on behalf of, NBN Co to install and make the Connecting Equipment at a Premises ready for service.

**Insurance Policies** has the meaning given to that term in clause E5.1 of the [Head Terms](#).

**Integrated Public Number Database** has the meaning given to that term in the Telecommunications Act.

**Intellectual Property Rights** means any patent, copyright, design right, trade name, trade mark, service mark, domain name right, semiconductor or circuit layout right or any other form of protection of a similar nature to any of these, anywhere in the world (whether registered or not and including applications for any such right).

**Interception Act** means the *Telecommunications (Interception and Access) Act 1979* (Cth).

**Interim Service Amount** means the amount determined in accordance with Module 6 of the [NBN Co Operations Manual](#), or as otherwise agreed between the parties.

**Interoperability Certification Testing** means, in respect of a Product Testing Module, the interoperability certification testing that is set out in that Product Testing Module.

**Invitation** means an invitation issued by a Resolution Advisor to Customer or an Other NBN Co Customer to apply to join as a party to an Industry Relevant Dispute.

**Invitee** means a person who receives an Invitation.

**iSafe** means the *iSafe* application made available to Customer during On-boarding.

**Key Business Transactions** has the meaning given to that term in section 1 of the [Service Description for the NBN Co Platform Interfacing Service](#).

**Keys** means mechanical keys provided to Customer to enable access to buildings or cabinets.

**Late Cancellation (Site Visit Required)** means the cancellation of a request by Customer for the performance of an activity that requires NBN Co to attend the Premises where that cancellation occurs after NBN Co has dispatched NBN Co Personnel for the purposes of fulfilling that request.

**Layer 2** means the 'data link' layer of the Open System Interconnection (OSI) model.

**Liability** means any legal liability, whether arising in contract, tort (including negligence), at common law, in equity, under statute, under an indemnity or otherwise.

**Line** means:

- (a) a wire, cable, optical fibre, tube, conduit, waveguide or other physical medium used, or for use, as a continuous artificial guide for or in connection with carrying communications by means of guided electromagnetic energy;
- (b) a "line" as defined in the Telecommunications Act if that definition differs from paragraph (a); or
- (c) any other media of a similar nature to any one or more of the media under paragraphs (a) or (b).

**Line Rate** has the meaning given to that term in section 6.1.1.2.1 of the [Product Technical Specifications of the NBN Co Ethernet Bitstream Service](#).

**Loss** means losses, damages, liabilities, charges, expenses, compensation, fine, penalty, payment outgoings or costs and all related costs and expenses (including reasonable legal fees and reasonable costs of investigation, litigation, settlement, judgment, appeal, interest and penalties) of any nature or kind, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

**Major B2B Interface Change** means a change:

- (a) which introduces a new B2B Interface Version that is not backwards compatible with the B2B Interface Version that existed immediately prior to the implementation of the change; or
- (b) in respect of which NBN Co will require Customer to perform "B2B Access Interoperability Certification Testing".

**Major B2B Interface Version** means a B2B Interface Version to which NBN Co has assigned an incremental major version number as described in an 'NBN Co Platform Interfacing Service B2B Access Release Note'.

**Major Rural Area** means an urban centre or other recognised community grouping with a population greater than 2,500 but less than 10,000 people.

**Major Upgrade** means an Upgrade that is listed in the NBN Co Program of Works that will:

- (a) require Customer to take particular action in order to continue to use an Ordered Product after the implementation of the Upgrade;
- (b) result in a Product no longer being supplied by reason of an Upgrade; or

- (c) require Customer to commit material capital expenditure in response to the implementation of that Upgrade,

but which is not an Emergency Upgrade.

**Major Upgrade Plan** means a plan for the implementation of a Major Upgrade, containing, at a minimum, the following information (as applicable):

- (a) the nature and scope of the Major Upgrade;
- (b) the date or dates, manner, locations and/or Products in whole or in part that will be affected by the Major Upgrade;
- (c) whether alternative Products will be offered to Customer on a temporary or permanent basis, including essential details of those alternative Products such as the date of supply, cost and connection requirements;
- (d) the steps that NBN Co is taking to minimise disruption to Customer that may result from the Major Upgrade;
- (e) the actions that Customer can take to minimise disruption to Downstream Customers that may result from the Major Upgrade; and
- (f) details of the NBN Co representative whom Customer may contact to obtain further information about the Major Upgrade.

**Material Default** means:

- (a) a Default which:
  - (i) itself, or when combined with other Defaults, is a material breach of this Agreement; or
  - (ii) is expressly specified to be a Material Default in this Agreement; or
- (b) any other Default, the occurrence of which means that NBN Co ceases to be under an obligation under section 152AXB of the Competition and Consumer Act (or any other law) to supply Products to Customer.

**Media Stream** means each coherent stream of content that is conveyed by Customer using the Multicast Components.

**Migration Connection** means an End User Connection in respect of a Premises:

- (a) that is Service Class 1 or Service Class 2 and is supplied with a working standard telephone service at the time at which Customer places the order for the End User Connection; and
- (b) for which NBN Co needs to perform an Initial Standard Installation or an Initial Non-Standard Installation.

**Minor B2B Interface Change** means a change:

- (a) which introduces a new B2B Interface Version that is backwards compatible with the related Major B2B Interface Version; and
- (b) in respect of which NBN Co will not require Customer to perform B2B Access Interoperability Certification Testing.

**Minor Rural Area** means an urban centre, locality or recognised community grouping with a population greater than 200 but not more than 2,500 people.

**Minor Upgrade** means an Upgrade that is not a Major Upgrade or an Emergency Upgrade.

**Missed Appointment** means the failure of the Designated End User (or their authorised representative) to be present from the beginning of an applicable Appointment window (under the [Service Levels Schedule](#)) during the attendance by NBN Co Personnel at a Premises.

**Modify Order** has the meaning given to that term in section 4.5.1.1 of the [NBN Co Operations Manual](#).

**More Information Required Notification** means the notification described in section 5.2.2 of the [NBN Co Operations Manual](#).

**Multicast** has the meaning given to that term in section 5.1(a) of the [Product Description for the NBN Co Ethernet Bitstream Service](#).

**Multicast Access Virtual Circuit** or **Multicast AVC** has the meaning given to that term in section 5.1(b)(ii) of the [Product Description for the NBN Co Ethernet Bitstream Service](#).

**Multicast AVC Reactivation** means the Activation of a Multicast AVC made available by NBN Co to Customer in respect of an NTD at a Premises where:

- (a) NBN Co has previously made available the Multicast AVC or Access Components of the NEBS supplied by means of the NBN Co Fibre Network in respect of that NTD at that Premises; and
- (b) NBN Co (or an Installer) is not required to attend that Premises to activate the Multicast AVC.

**Multicast Components** means the Multicast AVC and/or the Multicast Domain, as the case may be.

**Multicast Domain** has the meaning given to that term in section 5.1(b)(i) of the [Product Description for the NBN Co Ethernet Bitstream Service](#).

**Multicast Domain Modification** means a Non-Service Impacting Multicast Domain Modification or a Service Impacting Multicast Domain Modification.

**Multilateral SFAA Forum** has the meaning given to that term in an SAU.

**NAP** means in respect of a Premises, the network access point for the Premises for the purposes of the NBN Co Fibre Network.

**National Privacy Principle** has the meaning given to that term in section 6 of the *Privacy Act 1998* (Cth).

**National Test Facility** means NBN Co's test environment at a location notified by NBN Co to Customer from time to time, including all NBN Co Equipment located at that site.

**NBN Co** means NBN Co Limited (ABN 86 136 533 741) of Level 11, 100 Arthur Street, North Sydney NSW 2060.

**NBN Co B2B Gateway** means the ebMS 2.0 compliant gateway that is hosted by NBN Co as further described in the [Service Description for the NBN Co Platform Interfacing Service](#).

**NBN Co Billing Contact** means the person designated as such in the Contact Matrix.

**NBN Co Billing Escalation Contact** means the person designated as such in the Contact Matrix.

**NBN Co Billing Team** means the division of NBN Co designated as such in the Contact Matrix.

**NBN Co Building Entry Service** means the Service Element of that name described in section 3 of the [Service Description for the Facilities Access Service](#) and the [Product Technical Specification for the Facilities Access Service](#).

**NBN Co Co-location** means the Service Element of that name described in section 6 of the [Service Description for the Facilities Access Service](#) and the [Product Technical Specification for the Facilities Access Service](#).

**NBN Co Customer Solutions Centre** means the call centre established by NBN Co from time to time to provide customer solutions, the details of which are set out in the Contact Matrix.

**NBN Co Disconnection Right** means an express right under this Agreement or at law to:

- (a) remove or disconnect any Customer Equipment or other items owned or controlled by Customer from the NBN-Related Networks;
- (b) disconnect, remove and/or recover from Customer any NBN Co Equipment supplied by NBN Co to Customer;
- (c) disconnect any connections made by or on behalf of Customer from Customer Network to the NBN-Related Networks; or
- (d) disconnect any connections made by or on behalf of any Downstream Customer to the NBN-Related Networks in connection with Customer's supply of Customer Products.

**NBN Co Equipment** means any equipment that is owned, operated or controlled by NBN Co (or any Related Body Corporate of NBN Co):

- (a) that is provided by NBN Co (or any Related Body Corporate of NBN Co) to Customer for use as part of, or in connection with, any Product; or
- (b) to which NBN Co (or any Related Body Corporate of NBN Co) permits Customer to access (or on-grant such access to any Downstream Customers or any End Users) as part of, or in connection with, any Product, including NTDs.

**NBN Co Ethernet Bitstream Service** means the service described in the [Product Description for the NBN Co Ethernet Bitstream Service](#).

**NBN Co EUAP Terms and Conditions** means the terms and conditions governing the use of the External User Administration Portal provided by NBN Co to Customer from time to time.

**NBN Co Fibre Network** means the fibre network that is owned or controlled by, or operated by or on behalf of, NBN Co (or any Related Body Corporate of NBN Co).

**NBN Co IPRs** means any Intellectual Property Rights owned by NBN Co or a Related Body Corporate of NBN Co, whether coming into existence before or after the Execution Date, including any Intellectual Property Rights in:

- (a) existing or new Products;
- (b) the development of new products or services which NBN Co may supply; or
- (c) the NBN Co Network, including the NBN Co Equipment, the NBN Co Platform and the National Test Facility,

but excluding any Third Party IPR.

**NBN Co Location ID** means an identifier allocated by NBN Co in accordance with section 4.3.1.1 of the [NBN Co Operations Manual](#), that is functionally equivalent to the Australian standard AS4819:2003 definition of an “Address” site.

**NBN Co Material** means all material (including technical and marketing material) provided or otherwise made available by or on behalf of NBN Co to Customer under this Agreement in connection with an Ordered Product or a Product.

**NBN Co Network** means the NBN Co Fibre Network, the NBN Co Satellite Network, the NBN Co Wireless Network and the NBN Co Equipment.

**NBN Co Network Boundaries** means:

- (a) the User Network Interface on the Network Termination Device at or near a Premises; and
- (b) if the Premises is associated with:
  - (i) a Temporary POI, the NNI serving the CSA in which that Premises is located; or
  - (ii) a POI (other than a Temporary POI), either:
    - (A) the NBN Co-side of the NBN Co ODF Termination Point, where Customer acquires NBN Co ODF Termination Point;
    - (B) the NBN Co-side of the points at which the pre-cabled and pre-terminated single mode fibre tie cables are terminated on the fibre patch panel in the relevant equipment rack (as further described in the [Service Description for the Facilities Access Service](#)), where Customer acquires NBN Co Co-location;
    - (C) the NBN Co-side of the designated point at which any other connection located within the building in which an Aggregation Node Site is located is presented on the NBN Co ODF at that Aggregation Node Site, where Customer acquires Cross Connects in respect of that designated point; or
    - (D) the external end point of the “starter duct” (as that term is defined in the [Product Technical Specifications for the Facilities Access Service](#)), where Customer acquires the NBN Co Building Entry Service.

**NBN Co ODF** means an optical distribution frame that is owned or operated by NBN Co at a POI Site or an Aggregation Node Site.

**NBN Co ODF Termination Point** means the Service Element of that name described in section 4 of the [Service Description for the Facilities Access Service](#) and the [Product Technical Specification for the Facilities Access Service](#) comprising point designated by NBN Co in its discretion (and notified to Customer) on the NBN Co ODF.

**NBN Co Operations Manual** means the document entitled “[NBN Co Operations Manual](#)” that forms part of this Agreement.

**NBN Co Platform** means NBN Co’s operational support systems and billing support systems for the purpose of ordering and tracking of Products, billing, payment and fault reporting and detection and restoration, where NBN Co provides access to those systems and any functionality of those systems in accordance with this Agreement, but excludes access to NBN Co’s core systems or any functionality of those core systems.

**NBN Co Platform Interfacing Service** means the service described in the [Service Description for the NBN Co Platform Interfacing Service](#).

**NBN Co Platform Workarounds** has the meaning given to that term in section 4.1(a) of the [Service Description for the NBN Co Platform Interfacing Service](#).

**NBN Co Platform-Related Software** means any interfaces, software or systems provided or made available by NBN Co to Customer as part of the NBN Co Platform Interfacing Service.

**NBN Co Program of Works** means any program of works issued by NBN Co and published on NBN Co's Website from time to time.

**NBN Co Satellite Network** means the satellite network that is owned or controlled by, or operated by or on behalf of, NBN Co (or any Related Body Corporate of NBN Co).

**NBN Co Service Portal** has the meaning given to that term in section 3 of the [Service Description for the NBN Co Platform Interfacing Service](#).

**NBN Co Service Portal Request Form** has the meaning given to that term in section 2.2.7.2 of the [NBN Co Operations Manual](#).

**NBN Co Service Portal Terms and Conditions** means the terms and conditions governing the use of the NBN Co Service Portal provided by NBN Co to Customer from time to time.

**NBN Co Service Qualification System** means a system or systems made available by NBN Co (whether automated or manually implemented) to enable a Customer to determine whether a particular address is identified by NBN Co as serviceable (at a given point in time) by the NBN Co Network.

**NBN Co Wireless Network** means the wireless network that is owned or controlled by, or operated by or on behalf of, NBN Co (or any Related Body Corporate of NBN Co).

**NBN Co's Website** means NBN Co's website, with the URL [www.nbnco.com.au](http://www.nbnco.com.au) or such other URL as NBN Co may notify to Customer from time to time.

**NBN Companies Act** means the *National Broadband Network Companies Act 2011* (Cth).

**NBN-Related Networks** means the NBN Co Network, the NBN Co Platform, the National Test Facility and any other network, systems, equipment and facilities used by NBN Co in connection with the supply of Products.

**NBN Serviceable** means, in respect of each Product, Product Component and Product Feature, a premises that NBN Co has determined is serviceable by the NBN Co Network, as shown in the NBN Co Service Qualification System (and, in the case of the NEBS supplied by means of the NBN Co Wireless Network, confirmed following on site validation by NBN Co).

**NEBS** has the meaning given to the term NBN Co Ethernet Bitstream Service.

**NEBS Testing and Development Activities** means the activities described in section 1.2 of the [Service Description for the Sandpit](#).

**Network Availability** means the combined availability of each NEBS ordered product (between NNI operating in chassis-diverse mode and the UNI) supplied by NBN Co to all NBN Co customers.

**Network Fault** means a Service Fault affecting multiple Ordered Products.

**Network Fault Response** means a response by NBN Co to a Network Fault in accordance with the [NBN Co Operations Manual](#).



**Network Fault Update** means, in respect of a Network Fault where NBN Co has issued a unique Trouble Ticket ID, an update provided by NBN Co to Customer of NBN Co's progress in rectifying the Network Fault.

**Network-Network Interface** has the meaning given to that term in section 1 of the [Product Description for the NBN Co Ethernet Bitstream Service](#) or, for the purposes of the Sandpit, has the meaning given to that term in section 2.3(a) of the [Service Description for the Sandpit](#).

**Network Services Operations Centre** means the centre described in section 1.1.5 of the [NBN Co Operations Manual](#).

**Network Termination Device** means a network termination device that is owned, operated or controlled by NBN Co (or any Related Body Corporate of NBN Co).

**New** means the Order Status described in section 4.5.1.5 of the [NBN Co Operations Manual](#) or the Trouble Ticket Status described in section 5.2.1 of the [NBN Co Operations Manual](#).

**NNI** has the meaning given to the term Network-Network Interface.

**NNI Bearer** has the meaning given to that term in section 1.1(c) of the [Product Description for the NBN Co Ethernet Bitstream Service](#).

**NNI Group** has the meaning given to that term in section 1.1(d) of the [Product Description for the NBN Co Ethernet Bitstream Service](#).

**NNI Modification** means the modification of the configuration of an NNI which NBN Co supplies to Customer in accordance with the [NBN Co Operations Manual](#).

**No Fault Found (No Truck Roll Required)** means no attendance at a Premises or other suspected location of a fault has been required for NBN Co to determine that a fault reported by Customer as a Service Fault is a Non-NBN Fault.

**No Fault Found (Truck Roll Required)** means that an attendance at a Premises or other suspected location of a fault has been required for NBN Co to determine that a fault reported by Customer as a Service Fault is a Non-NBN Fault.

**Non-Discrimination Obligations** means the obligations applying to an NBN corporation (as that term is defined in section 5 of the NBN Companies Act) under section 152AXC and section 152AXD of the Competition and Consumer Act.

**Non-NBN Fault** means a fault which is not a Service Fault.

**Non Standard Installation** means has the meaning given to that term in section 4.7.4 of the [NBN Co Operations Manual](#).

**Non-Service Impacting Multicast Domain Modification** means the modification of a Multicast Domain comprising:

- (a) the addition or deletion of one or more Media Streams;
- (b) the modification of the bandwidth; or
- (c) the modification of an existing IGMP Report Source Address.

**NPIS Testing and Development Activities** means the activities described in section 1.3 of the [Service Description for the Sandpit](#).

**NSOC** has the meaning given to the term NBN Co Services Operations Centre.

**NTD** has the meaning given to the term Network Termination Device.

**OAT Plan** means a document provided by NBN Co to Customer setting out the plan for Operational Accreditation Testing of a Product Testing Module.

**OBB Commencement Date** means 19 December 2013.

**OBB Transition Period** means the period starting from the OBB Commencement Date and ending on 1 October 2014.

**ODF** means optical distribution frame.

**OH&S** means occupational, health and safety.

**OH&S Laws** means all laws and legislative requirements relating to OH&S.

**OIF** has the meaning given to the term Operations Interaction Forum.

**OLT** means optical line terminal.

**On-boarding** means the processes and activities described in Module 2 of the [NBN Co Operations Manual](#) including all required test activities in respect of each type of Product or new, modified or enhanced Product to be acquired by Customer.

**On Site Maintenance Call Out** means the performance of works by NBN Co Personnel to rectify a Service Fault that requires NBN Co Personnel to attend the location of the cause of that Service Fault for the purposes of rectifying that Service Fault.

**Operational** means, in respect of the NBN Co Platform Interfacing Service, where the NBN Co Platform Interfacing Service performs in accordance with in accordance with the [Service Description for the NBN Co Platform Interfacing Service](#), the [NBN Co Operations Manual](#) and the B2B Specifications.

**Operational Accreditation Testing** means, in respect of a Product Testing Module, the operational accreditation testing that is set out in that Product Testing Module.

**Operational Document** means:

- (a) the [NBN Co Operations Manual](#);
- (b) the [Product Descriptions](#) and [Service Descriptions](#);
- (c) the [Product Technical Specifications](#); and
- (d) the [Fair Use Policy](#).

**Operational Hours** has the meaning given to that term in section 17.1(b) of the [Service Levels Schedule](#).

**Operational Issues** means issues that may arise between the parties in relation to this Agreement that are principally operational or technical in nature.

**Operational Point of Contact** has the meaning given to that term in clause F1.1(a)(ii) of the [Head Terms](#).

**Operational Target** means an operational target set out in the [Service Levels Schedule](#).

**Operational Workshop** has the meaning given to that term in section 2.2.4.1 of the [NBN Co Operations Manual](#).

**Operations Interaction Forum** means the forum of that name established by NBN Co under clause F3 of the [Head Terms](#).

**Operator Services** has the meaning given to that term in the Telecommunications Act.

**Order Accepted Notification** means a notification provided by NBN Co to Customer that the Order Status of an order has been changed to In Progress.

**Order Acknowledgement** means the time at which NBN Co assigns an Order Status of an "Acknowledged" to an order in accordance with the [NBN Co Operations Manual](#).

**Order Feasibility Check** means an enquiry that is made through the NBN Co Platform Interfacing Service as to whether a particular order that Customer intends to place is capable of being placed in accordance with the terms of this Agreement.

**Order Feasibility Information** means information provided through the NBN Co Platform in connection with an Order Feasibility Check.

**Order ID** means a unique identifier allocated by NBN Co to identify an order placed by Customer for a Product under this Agreement.

**Order Status** means the status of an order as one of New, Acknowledged, In Progress, Held, Complete, Rejected, Pending or Cancelled as described in section 4.5.1.5 of the [NBN Co Operations Manual](#).

**Ordered Product** means a Product that:

- (a) has been validly ordered by Customer and for which NBN Co has accepted an order; or
- (b) in the case of the NBN Co Platform Interfacing Service and the Sandpit, is supplied by NBN Co to Customer in accordance with the [NBN Co Operations Manual](#).

**Ordered Product Component** means a Product Component that has been validly ordered by Customer and for which NBN Co has accepted an order.

**Ordering Freeze** means NBN Co:

- (a) ceasing to process any orders for Products already made by Customer which have not yet been completed; and
- (b) refusing to accept any further orders for any Products that may be made by Customer.

**Other NBN Co Customer** means a person (other than Customer) who has entered into an Other Wholesale Broadband Agreement with NBN Co (whether or not NBN Co has supplied any products or services to that person).

**Other NBN Co Customer Dispute** means a dispute between NBN Co and an Other NBN Co Customer under or in relation to an Other Wholesale Broadband Agreement between NBN Co and that Other NBN Co Customer that has been classified as an industry relevant dispute under that Other Wholesale Broadband Agreement.

**Other Wholesale Broadband Agreement** means an agreement dealing with the subject matter of this Agreement entered into between NBN Co and a person other than Customer.

**Outage** means a failure of an Ordered Product to perform substantially in accordance with the relevant Product Description or Product Technical Specification conducted by NBN Co in accordance with clause C14 of the [Head Terms](#) and the [NBN Co Operations Manual](#), in order to perform:

## Dictionary

- (a) any Upgrade;
- (b) any maintenance, repair, rationalisation or remediation of:
  - (i) any NBN-Related Network;
  - (ii) any other matter or thing for which NBN Co is responsible and which affects, or can affect, the supply of products by NBN Co to Customer or any Other NBN Co Customers; or
  - (iii) any facilities, at, on or under which the NBN Co Network is attached, located or installed;
- (c) the relocation, closure or replacement of any POI, of which NBN Co has given prior notice to Customer in accordance with clause C13 of the [Head Terms](#); or
- (d) any other matter or thing specified in the [NBN Co Operations Manual](#).

**Overdue Amount** means the amount described in clause B4.1(d) of the [Head Terms](#).

**Panel** means a panel of three arbitrators, or such other number as may be agreed by the parties, constituted to resolve a Dispute.

**Panel Arbitration** means an arbitration conducted by a Panel in accordance with the Dispute Management Rules.

**Panel Member** means an arbitrator selected by the Resolution Advisor as a member of the Panel in accordance with clause G4.2 of the [Head Terms](#).

**PBS** has the meaning given to the term Peak Burst Size.

**PCD** means the Premises connection device which is owned or controlled by, or operated by or on behalf of, NBN Co for the purposes of the NBN Co Fibre Network.

**PCP** means Priority Code Point.

**PCT Documentation** means the documentation required by a Pre-Certification Testing Program.

**PDF** has the meaning given to the term Product Development Forum.

**PDF Processes** means the "PDF Processes" specified in an SAU.

**PDF Terms** means the document entitled "[Product Development Forum Terms](#)" that forms part of this Agreement.

**Peak Burst Size** has the meaning given to that term in section 4.3.5 of [Product Technical Specification for the NBN Co Ethernet Bitstream Service](#).

**Peak Information Rate** means the maximum data throughput that may be delivered by a service described in the [Product Technical Specification for the NBN Co Ethernet Bitstream Service](#).

**Pending** means the Order Status described in section 4.5.1.5 of the [NBN Co Operations Manual](#).

**Pending Notification** means a notification provided by NBN Co to Customer that the Order Status of an order has been changed to Pending.

**Performance Objective** means a performance objective set out in the [Service Levels Schedule](#).

**Performance Report** means reports on NBN Co's performance under Part B of the [Service Levels Schedule](#).

**Permitted Purpose** means a purpose set out in section 9.1(b) of the [Service Description for the Facilities Access Service](#).

**Permitted Use** has the meaning given to that term in clause D5.3(a) of the [Head Terms](#).

**Personal Information** means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion that is provided to, or obtained, accessed or generated by, either party in connection with this Agreement.

**Personnel** means, in relation to a party or third party, that party's officers, employees, agents, contractors, subcontractors and consultants.

**Physical Access Request** means a request for physical access to a Type 1 Facility or Type 2 Facility in accordance with the processes and procedures described in Module 3 of the [NBN Co Operations Manual](#).

**Physical Access Request Form** means the form made available to Customer from time to time by which Customer can make a Physical Access Request.

**PIR** has the meaning given to the term Peak Information Rate.

**Planned Access** means physical access to an Accessible Location provided on a "business as usual" basis which NBN Co will provide to or procure for Customer.

**Planned Access Request** means a request submitted by Customer to NBN Co for Planned Access.

**Planned Outage** means an Outage notified by NBN Co to Customer under section 5.6.1 of the [NBN Co Operations Manual](#).

**Planned Outage Notice** means a notice provided by NBN Co to Customer of a Planned Outage.

**Planned Outage Window** means 11pm to 6am in the place where an Outage occurs or is to occur.

**POI** has the meaning given to the term Point of Interconnection.

**POI List** means the list of locations made by the ACCC for the purposes of section 151DB of the Competition and Consumer Act, as may be varied from time to time.

**POI Relocation/Closure Plan** means a plan for the implementation of the relocation or closure of a Point of Interconnection which includes, at a minimum, the following information (as applicable):

- (a) the original location of the Point of Interconnection;
- (b) the location of the Point of Interconnection which will serve the Premises previously served by the original location of the Point of Interconnection;
- (c) the estimated date on which the relocation or closure of the Point of Interconnection will be implemented;
- (d) the steps that NBN Co is taking to minimise disruption to Customer;
- (e) the actions that Customer can take to minimise disruption to Downstream Customers;

- (f) details of the NBN Co representative whom Customer may contact to obtain further information about the relocation or closure;
- (g) the manner and locations and/or Products that will be affected by the relocation or closure; and
- (h) whether alternative Products will be offered to Customer on a temporary or permanent basis, including essential details of those alternative Products such as the date of supply, cost and connection requirements.

**POI Rollout Plan** means the plan which lists the status of POIs.

**POI Site** means a location within a Type 1 Facility or a Type 2 Facility:

- (a) in respect of which a POI is established; and
- (b) at which NBN Co supplies NBN Co ODF Termination Point;
- (c) at or in respect of which NBN Co supplies Cross Connects; and
- (d) if that POI is established at a POI Site located within a Type 1 Facility, in respect of which NBN Co supplies the NBN Co Building Entry Service.

**Point of Interconnection** means a point of interconnection between the NBN Co Network and the Customer Network to exchange traffic, and includes Established POIs and Temporary POIs.

**Point of No Return** means the point at which an order for a Product or Product Component can no longer be amended or cancelled, as described in section 4.5.1.4 of the [NBN Co Operations Manual](#).

**Pool** means the pool of arbitrators established by the Resolution Advisor in accordance with an SAU.

**Pool Member** means an arbitrator appointed to the Pool in accordance with an SAU.

**Post-Installation Audit and Inspection** means an audit and inspection of the quality of the installation of lead-in or backhaul transmission cables as described in section 4.5.2.3 of the [NBN Co Operations Manual](#).

**Post Incident Review Report** means the document described in section 5.5.4 of the [NBN Co Operations Manual](#).

**Power Supply Unit** means a Power Supply (Standard) or Power Supply with Battery Backup, as the case may be.

**Power Supply (Standard)** means a power supply unit supplied by NBN Co which powers the NTD at a Premises using mains power, without battery backup functionality to power a UNI port on that NTD in the event of a mains power failure which affects that NTD.

**Power Supply with Battery Backup** means a power supply unit supplied by NBN Co which powers the NTD at a Premises using mains power, with battery backup functionality to power a UNI port on that NTD in the event of a mains power failure which affects that NTD.

**Pre-Certification Testing** means, in respect of a Product Testing Module, the pre-certification testing that is set out in that Product Testing Module.

**Pre-Certification Testing Program** means the details of Pre-Certification Testing required for a Product Testing Module.

**Premises** means each of the following where NBN Serviceable:

- (a) an addressable location currently used on an on-going basis for residential, business (whether for profit or not), government, health or educational purposes;
- (b) a school as defined by the Department of Education, Employment and Workplace Relations;
- (c) a location within a new development at an addressable location for which NBN Co is the wholesale provider of last resort;
- (d) an addressable location for a standard telephone service which is activated in compliance with the USO;
- (e) a payphone which is activated in compliance with the USO or which is otherwise specified by NBN Co as a premises from time to time;
- (f) a location which NBN Co is directed by the Shareholder Ministers to connect to, or to be connected by, the NBN Co Network;
- (g) a non-addressable location that is capable of connection of a type agreed by NBN Co with the Shareholder Ministers; and
- (h) any other location specified in this Agreement.

**President of IAMA** means the President, from time to time, of the Institute of Arbitrators and Mediators Australia.

**Price List** means the document entitled "[Price List](#)" that forms part of this Agreement.

**Primary Damages** means the amount of damages specified in the CSG Standard which Customer is liable to pay for a contravention of the CSG Standard in relation to a Customer Product or Downstream Product.

**Prior WBA** means the wholesale broadband agreement between NBN Co and Customer in force immediately prior to this Agreement which governs the supply by NBN Co to Customer of products or services substantially equivalent to the Products.

**Priority Assistance** means priority assistance supplied to a Designated End User who suffers, or has a member of their household who suffers, from a diagnosed life threatening medical condition and is eligible for priority assistance in accordance with *Industry Code ACIF C609:2007 (Priority Assistance for Life Threatening Medical Conditions)*.

**Priority Assistance Connection** means the connection and activation of the Access Components to be used as an input to the supply of a Downstream Priority Assistance Service ordered by Customer as a 'Priority Assistance Connection'.

**Priority Assistance Fault** means an End User Fault affecting an Ordered Product used to supply a Downstream Priority Assistance Service where Customer has informed NBN Co in accordance with the [NBN Co Operations Manual](#) that the End User Fault is affecting the Downstream Priority Assistance Service.

**Priority Assistance Fault Response** means a response sent by NBN Co to Customer for a Trouble Ticket raised by Customer in respect of a Priority Assistance Fault for which a corresponding Service Level applies as set out in the [Service Levels Schedule](#).

**Priority Assistance Modification** means a modification to identify the Access Components supplied to Customer as being an input to the supply of a Downstream Priority Assistance Service.

**Privacy Laws** means all laws pertaining to privacy, protection of personal information and protection of information contained in communications, applicable in Australia, including:

- (a) the *Privacy Act 1998* (Cth); and
- (b) Part 13 of the Telecommunications Act.

**Product** means a product or service described in a Product Description.

**Product Component** means, in respect of a Product, a component of that Product described in the relevant Product Description or Service Description which may have one or more Product Features or Service Features.

**Product Description** means each document entitled "Product Description" or "Service Description" in the [WBA Product Catalogue](#).

**Product Development Confidential Information** has the meaning given to the term "Confidential Information" in the PDF Terms.

**Product Development Forum** has the meaning given to that term in an SAU.

**Product Feature** means, in respect of a Product, a feature of a Product Component described in the relevant Product Description or Service Description.

**Product Instance ID** means the identifier described in section 4.5.1.5 of the [NBN Co Operations Manual](#).

**Product Order Form** means an electronic order form (including all of the information included within that form) that is completed and submitted by Customer to NBN Co to order a Product under this Agreement.

**Product Technical Specifications** means the documents entitled "Product Technical Specifications" in the [WBA Product Catalogue](#) but does not include the B2B Specifications.

**Product Testing Module** means, in respect of a Product, the testing module that applies to that Product that is notified by NBN Co to Customer.

**Project Team** has the meaning given to that term in clause F12.6(a) of the [Head Terms](#).

**Proposed Footprint List** means the list of addresses published by NBN Co as part of its Ready for Service Rollout Plan for Premises which NBN Co expects will be ready for service within 6 months after the date of publication.

**Proposed Use Materials** has the meaning given to that term in clause D5.4(a)(i) of the [Head Terms](#).

**PSMA** means PSMA Distribution Pty Ltd (ABN 89 131 984 800).

**PSU** has the meaning given to the term Power Supply Unit.

**Pull Through Activities** means to:

- (a) use the Existing Infrastructure at a Premises to pull through the fibre optic cable and, where required, to install a temporary cable or reinstate or replace that Existing Infrastructure (or attempt to do so), or to install NBN Co Equipment and perform associated activities;



- (b) interrupt and/or discontinue the supply of any product or service at a Premises supplied using the Existing Infrastructure in connection with the activities in paragraph (a), to discontinue the supply of that product or service where it will no longer be required, and to discontinue that product or service if NBN Co is unable to reinstate the Existing Infrastructure; and
- (c) use and disclose the personal information of the Authorised Account Holder for the above purposes.

**Pull Through Consent** means, in respect of an Authorised Account Holder for an existing service supplied using Existing Infrastructure at a Service Class 1 Premises, means consent for NBN Co, its Related Bodies Corporate and their respective Personnel to conduct Pull Through Activities.

**Quarter** means each of the following periods in any calendar year: 1 January to 31 March; 1 April to 30 June; 1 July to 30 September; and 1 October to 31 December.

**Rack Space** has the meaning given to that term in section 6.1(b)(ii) of the [Service Description for the Facilities Access Service](#).

**RADIUS** means Remote Authentication Dial In User Service.

**Ready for Service Rollout Plan** means the document referred to in, and recording the information required by, clause C16 of the [Head Terms](#).

**Ready for Use Date** means the date on which NBN Co has completed the order for the Ordered Product or Ordered Product Component (as applicable) and has issued Customer with a Completed Notification in accordance with the [NBN Co Operations Manual](#) or, in relation to the NBN Co Building Entry Service, in accordance with section 4.5.2.3 of the [NBN Co Operations Manual](#).

**Rearrangement/Modification** means the rearrangement or modification of any NBN Co Equipment that is installed or located at a Premises where Customer has validly requested that NBN Co rearrange or modify that NBN Co Equipment in accordance with the [NBN Co Operations Manual](#).

**Rebate** means a rebate given by NBN Co to Customer under this Agreement, including a Commercial Rebate.

**Recipient** means a party which receives Confidential Information of the other party.

**Referral** has the meaning given to that term in clause G2.1(c)(iii) of the [Head Terms](#).

**Referral Notice** has the meaning given to that term in clause G4.1(a) of the [Head Terms](#).

**Regulator** means, as the context requires:

- (a) the Commonwealth government minister responsible for administering Part XIB and/or Part XIC of the Competition and Consumer Act;
- (b) the Commonwealth government minister responsible for administering the Telecommunications Act;
- (c) the ACCC;
- (d) the ACMA;
- (e) the Telecommunications Industry Ombudsman; and

- (f) any other Commonwealth government minister, Government Agency or parliamentary committee or parliamentary body whose activities impact on NBN Co's business.

**Regulatory Event** means:

- (a) any enactment, amendment, replacement or repeal of any law;
- (b) the lawful making, amendment or withdrawal of any determination, order, directive, consent or finding by a Regulator, Commonwealth government minister, Government Agency or a court of competent jurisdiction;
- (c) the making of any code by CommsAlliance (or any replacement or successor to CommsAlliance) to which NBN Co is a code signatory, the registration of any Industry Code, the determination of any Industry Standard or the making of any Technical Standard (or any amendment or withdrawal of such codes or standards);
- (d) any declaration, amendment or removal of a condition applying to a party's carrier licence (if applicable), including NBN Co being required to comply with section 152CJB of the Competition and Consumer Act in relation to a specific eligible service and NBN Co being prohibited from supplying a specified carriage service to Carriers, Carriage Service Providers or Content Service Providers under section 41(3) of the NBN Companies Act;
- (e) any determination, amendment or removal of a Service Provider Rule applicable to a party;
- (f) the issue by the ACCC of a draft decision to reject a special access undertaking lodged by NBN Co under section 152CBA of the Competition and Consumer Act justified, wholly or partly, on the basis that a charge referred to in the [Price List](#) is too low, or should be higher, during the Term;
- (g) the issue by the ACCC of a final decision to reject a special access undertaking lodged by NBN Co under section 152CBC(2)(b) of the Competition and Consumer Act justified, wholly or partly, on the basis that a charge referred to in the [Price List](#) is too low, or should be higher, during the Term;
- (h) a written notice given by the ACCC to NBN Co under section 152CBDA(2) of the Competition and Consumer Act stating that if NBN Co increases a charge referred to in the [Price List](#) during the Term, the ACCC will consider the varied special access undertaking lodged by NBN Co under section 152CBC of the Competition and Consumer Act;
- (i) the acceptance by the ACCC of an SAU by NBN Co;
- (j) the variation or withdrawal of an SAU by NBN Co;
- (k) the resetting of any parameters or conditions of a special access undertaking by NBN Co that is in force under Part XIC of the Competition and Consumer Act;
- (l) the declaration of any NBN Co product or service by the ACCC under Part XIC of the Competition and Consumer Act or a material change to any NBN Co product or service that is declared by the ACCC under Part XIC of the Competition and Consumer Act;
- (m) the issuing of an access determination or binding rules of conduct pursuant to Part XIC of the Competition and Consumer Act in respect of any NBN Co product or service;
- (n) the issuing of an Advisory Notice or Competition Notice by the ACCC in respect of NBN Co; or

(o) the issuing of an injunction against a party in relation to a breach or contravention (alleged or otherwise) of the Competition and Consumer Act.

**Rejected** means the Order Status described in section 4.5.1.5 or Trouble Ticket Status described in section 5.2.1 of the [NBN Co Operations Manual](#), as the context requires.

**Rejected Notification** means a notification provided by NBN Co to Customer that the Order Status of an order or the Trouble Ticket Status of a Trouble Ticket has been changed to Rejected, as the case may be.

**Related Body Corporate** has the meaning given to that term in section 50 of the Corporations Act.

**Relationship Issues** mean issues that may arise between the parties in relation to this Agreement that are not principally operational or technical in nature.

**Relationship Point of Contact** has the meaning given to that term in clause F1.1(a)(i) of the [Head Terms](#).

**Remote Area** means an area in which the relevant Premises is located which is not an Urban Area, Major Rural Area or Minor Rural Area.

**Replace Battery Alarm** means an alarm generated by an NTD powered by the Power Supply with Battery Backup when a battery attached to the Power Supply with Battery Backup has reached 70% or less of the capacity of a new battery.

**Reserved** means the Appointment Status described in section 4.6.2.1 or the Trouble Ticket Appointment Status described in section 5.3.2.1 of the [NBN Co Operations Manual](#), as the context requires.

**Resolution Advisor** means the person or persons appointed as such in accordance with an SAU.

**Resolved** means the Trouble Ticket Status described in section 5.2.1. of the [NBN Co Operations Manual](#).

**Resolved Notification** means the notification provided by NBN Co to Customer that the Trouble Ticket Status has been changed to Resolved.

**Restoration** means the restoration of the supply of an Ordered Product after the cessation of an Ordering Freeze, Service Reduction or Suspension where the matter giving rise to the Ordering Freeze, Service Reduction or Suspension was contributed to by any act or omission of Customer.

**Rollout Plan** has the meaning given to that term in section 4.2.1.1 of the [NBN Co Operations Manual](#).

**Rollout Regions** has the meaning given to that term in section 4.2.1.1 of the [NBN Co Operations Manual](#).

**RU** means rack unit.

**Rural Area** means an urban centre or other recognised community grouping with a population equal to or greater than 200 but less than 10,000 people.

**RX** means Receive.

**S-TAG** has the meaning given to that term in section 3.1.1 of the [Product Technical Specification for the NBN Co Ethernet Bitstream Service](#).

**S-VID** means S-TAG VLAN Identifier.

**SAC** has the meaning given to the term Service Activation Centre.

**Sandpit** means the service described in section 1.1 of the [Service Description for the Sandpit](#).

**Sandpit B2B Gateway** means an ebMS 2.0 compliant B2B gateway that is operated by NBN Co within a Sandpit.

**Sandpit Order and Configuration Form** means the latest version of the form entitled “Sandpit Order and Configuration Form” provided by NBN Co to Customer from time to time.

**SAU** means a special access undertaking submitted by NBN Co to the ACCC regarding the supply of any or all of the Products that has been accepted by the ACCC and is in effect.

**SC/APC** means Subscriber Connector Angled Polished Connector.

**Service Activation Centre** means the centre described in section 1.1.5 of the [NBN Co Operations Manual](#).

**Service Class** means the classification of a Premises according to the status of the physical infrastructure applicable to that Premises.

**Service Class 0** means the Service Class that applies to a Premises that is:

- (a) in the footprint of the NBN Co Fibre Network; and
- (b) not NBN Serviceable for the purposes of the NEBS supplied by means of the NBN Co Fibre Network.

**Service Class 1** means the Service Class that applies to a Premises:

- (a) that is in the footprint of the NBN Co Fibre Network;
- (b) that is NBN Serviceable for the purposes of the NEBS supplied by means of the NBN Co Fibre Network; and
- (c) where a physical connection is not in place between the NAP and the PCD, including where:
  - (i) the Drop Fibre or PCD has not been installed; or
  - (ii) some augmentation or patching between the PCD and the NAP is required for the supply of the NEBS supplied by means of the NBN Co Fibre Network.

**Service Class 2** means the Service Class that applies to a Premises:

- (a) that is in the footprint of the NBN Co Fibre Network;
- (b) that is NBN Serviceable for the purposes of the NEBS supplied by means of the NBN Co Fibre Network;
- (c) where a physical connection is in place between the NAP and the PCD (including where the Drop Fibre and PCD are installed as part of the NBN Co Fibre Network) and no augmentation or patching between the PCD and the NAP is required for the supply of the NEBS supplied by means of the NBN Co Fibre Network; and
- (d) where the NTD has not been installed.

**Service Class 3** means the Service Class that applies to a Premises:

- (a) that is in the footprint of the NBN Co Fibre Network;
- (b) is NBN Serviceable for the purposes of the NEBS supplied by means of the NBN Co Fibre Network;

- (c) where a physical connection is in place between the NAP and the PCD (including where the Drop Fibre and PCD are installed as part of the NBN Co Fibre Network) and no augmentation or patching between the PCD and the NAP is required for the supply of the NEBS supplied by means of the NBN Co Fibre Network;
- (d) to which NBN Co can remotely provision the supply of the NEBS supplied by means of the NBN Co Fibre Network; and
- (e) the NTD has been installed, is receiving mains power and can be made operational as part of the NBN Co Fibre Network.

**Service Class 4** means the Service Class that applies to a Premises that is:

- (a) in the footprint of the NBN Co Wireless Network; and
- (b) not NBN Serviceable for the purposes of the NEBS supplied by means of the NBN Co Wireless Network.

**Service Class 5** means the Service Class that applies to a premises:

- (a) that is in the footprint of the NBN Co Wireless Network;
- (b) that is NBN Serviceable for the purposes of the NEBS supplied by means of the NBN Co Wireless Network; and
- (c) where the NTD has not been installed.

**Service Class 6** means the Service Class that applies to a Premises:

- (a) that is in the footprint of the NBN Co Wireless Network;
- (b) is NBN Serviceable for the purposes of the NEBS supplied by means of the NBN Co Wireless Network;
- (c) to which NBN Co can remotely provision the supply of the NEBS supplied by means of the NBN Co Wireless Network; and
- (d) where the NTD has been installed, is receiving mains power and can be made operational remotely as part of the NBN Co Wireless Network.

**Service Description** means each document entitled "Service Description" in the [WBA Product Catalogue](#).

**Service Element** has the meaning given to the term Product Component.

**Service Fault** means a failure of an Ordered Product to perform substantially in accordance with the relevant Product Description or Product Technical Specification where the failure is contributed to by:

- (a) a fault in or failure of an NBN-Related Network; or
- (b) any other matter or thing for which NBN Co is responsible,

except where the failure is an Outage (other than a failure contributed to by an Emergency Outage performed in response to an existing Service Fault where an End User has reported the failure to Customer and Customer has raised a Trouble Ticket in respect of that failure).

**Service Feature** has the meaning given to the term Product Feature.

**Service Impacting Multicast Domain Modification** means the modification of a Multicast Domain comprising:

- (a) the modification of the IP address of an existing Media Stream;
- (b) the modification of the configured peak bandwidth value of an existing Media Stream; and
- (c) a change to the S-TAG.

**Service Level** means a service level set out in the [Service Levels Schedule](#).

**Service Levels Schedule** means the document entitled "[Service Levels Schedule](#)" that forms part of this Agreement.

**Service Portal Forum** means the forum of that name established by NBN Co under clause F3 of the [Head Terms](#) for the purposes of the development of the NBN Co Service Portal.

**Service Provider Rule** has the meaning given to that term in section 98 of the Telecommunications Act.

**Service Reduction** means a limitation or restriction on the supply of an Ordered Product to Customer, including a downgrading of any of the Product Features of an Ordered Product.

**Service Request** means an enquiry or request by Customer which is not related to a Fault or Order.

**Service Restoration Trouble Ticket** has the meaning given to that term in the [B2B Interaction Business Process Technical Specification](#).

**Shared Network Resources** has the meaning given to that term in section 11.3(a) of the [Service Levels Schedule](#).

**Shareholder Ministers** means collectively the Communications Minister (which has the meaning given to that term in the NBN Companies Act) and the Finance Minister (which has the meaning given to that term in section 7 of the Telecommunications Act).

**Single Chassis** has the meaning given to that term in section 6.5.1.3 of the [Product Technical Specification for the NBN Co Ethernet Bitstream Service](#).

**Single Site Qualification** has the meaning given to that term in the B2B Interaction Business Process Technical Specification.

**SIP** means Session Initiation Protocol.

**Site Attendance Logbooks** means logbooks provided upon entry to and exit from a Type 1 Facility or Type 2 Facility.

**Site Boundary** means, in respect of an Established POI, the boundary (as determined by NBN Co, including as agreed between NBN Co and an Underlying Facility Provider) which defines those areas of a building within which the relevant POI Site or Aggregation Node Site is located.

**Site Induction Courses** means, in connection with Customer's acquisition of the Facilities Access Service, current site induction and any other courses that may be notified (in writing or otherwise) by:

- (a) NBN Co to Customer, where entry is to any Type 1 Facility; or
- (b) NBN Co or the Underlying Facility Provider to Customer, in the case of access to a Type 2 Facility.

**Site Qualification Enquiry** has the meaning given to that term in section 4.3.1 of the [NBN Co Operations Manual](#).

**Site Qualification Information** means information provided through the NBN Co Platform in connection with a Site Qualification Enquiry.

**Solution Brief** means the document described in section 2.2.3.1 of the [NBN Co Operations Manual](#).

**Solution Workshop** has the meaning given to that term in section 2.2.3.1 of the [NBN Co Operations Manual](#).

**Special Service** means any existing service used to support priority assistance, medical alert, alarm, a "Special Service" or "Special Service Input" as defined in the Telstra Migration Plan, or any similar service.

**Specified Activity** means any of the activities referred to in sections 10 to 16 (inclusive) of the NBN Companies Act.

**Specified Utility** has the meaning given to the term "Utility" in section 151DA(9) of the Competition and Consumer Act.

**S-TAG** means the identifier described in section 3 of the [Product Technical Specification for the NBN Co Ethernet Bitstream Service](#).

**Standard Connection** means the connection and activation of the Access Components in respect of a Premises which is not an Accelerated Connection or a Priority Assistance Connection.

**Standard Equipment** has the meaning given to that term in section 4.7.3 of the [NBN Co Operations Manual](#).

**Standard Hours** means a period between 9:00 am and 5:00 pm, Monday to Friday, excluding public holidays in the State or Territory in which the Premises is located.

**Standard Installation** has the meaning given to that term in section 4.7.3 of the [NBN Co Operations Manual](#).

**Start Notification** means notice of commencement of a Planned Outage.

**Status** means, in relation to an order or Trouble Ticket, the status applied to that order or Trouble Ticket, as the context requires, pursuant to the [NBN Co Operations Manual](#).

**Subsequent Installation** means any Installation which is not an Initial Standard Installation or an Initial Non Standard Installation.

**Sunset Period** has the meaning given to that term in section 4.6.3.4 of the [NBN Co Operations Manual](#).

**Supply** has the meaning given to that term in the GST Law.

**Supply Conditions** means the conditions of supply specified in clause A2.2(a) of the [Head Terms](#).

**Suspend** means:

- (a) to restrict or cease the supply of an Ordered Product (or any part of an Ordered Product) to Customer; and
- (b) to withdraw Customer's right to use or on-supply an Ordered Product (or any part of an Ordered Product),

but does not include an Ordering Freeze, Service Reduction or the disconnection or termination of the supply of an Ordered Product.

**Suspension** has the meaning given to the term Suspend.

**Tag Protocol Identifier** means a 2-byte field in the overall 4-byte VLAN tag header that enables Ethernet frames to be distinguished between untagged and tagged frames. For untagged frames, the TPID field is located in the Ethertype length field.

**Tangible Property** means physical property, including real property, but does not include non-physical property such as incorporeal property or Intellectual Property Rights.

**Tax** means any tax, levy, charge, impost, duty, fee, rate, deduction, compulsory loan or withholding, which is assessed, levied, imposed or collected by any Government Agency, including the ACT Utilities Tax, but excluding any tax (however described) that relates to income, profit or capital gains.

**Tax Change Event** means any of the following events:

- (a) any:
  - (i) ACT Utilities Tax; or
  - (ii) Tax other than GST that becomes law and is effective after the Execution Date (including any increase in such a Tax after it becomes effective),

is assessed, levied or imposed on NBN Co, the NBN Co Network or any facilities or land used, occupied or accessed in connection with the NBN Co Network, or the supply of Products, Product Components, Product Features, or anything used, occupied or accessed in connection with the supply of Products, Product Components or Product Features;

- (b) any Tax (or any amount payable in respect of any Tax) other than GST already assessed, levied or imposed on NBN Co, the NBN Co Network or any facilities or any land used, occupied, accessed in connection with the NBN Co Network, or the supply of Products, Product Components, Product Features, or anything used, occupied or accessed in connection with the supply of Products, Product Components or Product Features is increased;
- (c) any amount is charged by any person, to NBN Co and specifically identified by that person as a charge for a Tax of the same or similar nature to a Tax described in paragraphs (a) or (b), or an increased Tax under paragraph (b), and is an amount that third party is required to pay; or
- (d) any amount is charged by any person to NBN Co arising from a Tax imposed on facilities, land or infrastructure used, occupied or accessed in connection with the NBN Co Network.

**Tax Invoice** has the meaning given to that term in the GST Law.

**TC-1** means either or both of AVC TC-1 or CVC TC-1 as the context requires.

**TC-2** means either or both of AVC TC-2 or CVC TC-2 as the context requires.

**TC-4** means either or both of AVC TC-4 or CVC TC-4 as the context requires.

**TC-MC** means the traffic class used for the delivery of Multicast.

**TCPS Act** means the *Telecommunications (Consumer Protection and Service Services) Act 1999* (Cth).



**Technical Standard** means any technical standard made by the ACMA under Part 21 of the Telecommunications Act.

**Telecommunications Act** means the *Telecommunications Act 1997* (Cth).

**Telstra Migration Plan** means the Migration Plan given by Telstra Corporation Limited to the ACCC under section 577BDA of the Telecommunications Act in the form as at the date of this Agreement.

**Temporary Cable** has the meaning given to that term in the Telstra Migration Plan.

**Temporary POI** means a POI that is established temporarily until an Established POI serving the relevant CSA is established and includes POIs temporarily established to serve first release trial sites and new developments.

**Temporary POI Decommissioning Notice** means the notice to be given by NBN Co to Customer of the decommissioning of a Temporary POI which must include:

- (a) the location of the Temporary POI being decommissioned;
- (b) the location of the Established POI or Established POIs that will replace that Temporary POI;
- (c) the date on which the replacement of the Temporary POI will be implemented;
- (d) the transition period during which Customer may migrate Premises to the Established POI or Established POIs;
- (e) any other steps that NBN Co is taking to minimise disruption to Customer; and
- (f) details of the NBN Co representative whom Customer may contact to obtain further information about the replacement.

**Term** means the current term of this Agreement being the period specified in clause F2.1 of the [Head Terms](#) and any extension of that period in accordance with clause F2.1 or F2.2 of the [Head Terms](#).

**Third Party Address Data** means address data provided by NBN Co to Customer from time to time, including address data provided in the Ready for Service Rollout Plan and through the NBN Co Platform Interfacing Service, which has the following attributes:

- (a) street name, suburb and address number; and
- (b) where available, the G-NAF PID (being the persistent identifier for that address extracted from the geographic national address file data licensed by PSMA to NBN Co).

**Third Party IPR** means Intellectual Property Rights of a third party.

**Third Party Supplier** means any person supplying network services or network infrastructure to NBN Co under a contract between NBN Co and that person.

**TPID** has the meaning given to the term Tag Protocol Identifier.

**Traffic Class** has the meaning given to that term in the [Product Technical Specification for the NBN Co Ethernet Bitstream Service](#).

**Transition** means that with effect on and from expiry or termination of this Agreement, any products or services supplied under this Agreement will be supplied pursuant to, and be subject to the provisions of, a replacement agreement between NBN Co and Customer.

**Transition Date** means 1 April 2014.

**Trouble Ticket** means a notification and record of a fault (or other matter requiring attention) that is raised by Customer with NBN Co or raised by NBN Co and notified to Customer (as the context requires) using the NBN Co Service Portal or B2B Access.

**Trouble Ticket Acknowledgement** means the time at which NBN Co assigns an "Acknowledged" status to a Trouble Ticket in accordance with the [NBN Co Operations Manual](#).

**Trouble Ticket Appointment** means an Appointment to resolve a Trouble Ticket.

**Trouble Ticket Appointment Status** means the status of a Trouble Ticket Appointment as one of "Reserved", "Booked", "In Progress", "Complete", "Incomplete" or "Cancelled" as described in section 5.3.2.1 of the [NBN Co Operations Manual](#).

**Trouble Ticket Escalation Notice** has the meaning given to that term in section 5.2.9 of the [NBN Co Operations Manual](#).

**Trouble Ticket ID** has the meaning given to that term in section 5.2.2.1 of the [NBN Co Operations Manual](#).

**Trouble Ticket Status** means the status of a Trouble Ticket as one of "New", "Acknowledged", "In Progress", "Resolved", "Closed", "Rejected", "Cancelled", "In Progress", "Pending" or "Held" as described in:

- (a) section 5.5.2.1 of the [NBN Co Operations Manual](#) for Trouble Tickets related to Battery Backup Service alarm notifications; and
- (b) section 5.2.1 of the [NBN Co Operations Manual](#).

**TX** means Transmit.

**Type 1 Facility** has the meaning given to that term in section 2.1 of the [Service Description for the Facilities Access Service](#).

**Type 2 Facility** has the meaning given to that term in section 2.2(a) of the [Service Description for the Facilities Access Service](#).

**ULLS** means unconditioned local loop service.

**Underlying Facility Provider** means the entity that occupies, owns, operates or controls a Type 2 Facility.

**UNI** has the meaning given to the term User Network Interface.

**UNI-D** has the meaning given to the term User Network Interface – Data.

**UNI-V** has the meaning given to the term User Network Interface – Voice.

**Upgrade** means any upgrade, enhancement, modernisation, reconfiguration, enablement or augmentation of the NBN Co Network, including the removal, rearrangement, replacement or decommissioning of the network elements and associated electronics comprising the NBN Co Network, which will have, or is likely to have, an impact on Customer, but does not include any:

- (a) relocation, closure or replacement of POIs, or the establishment of new POIs (which are dealt with in clause C13 of the [Head Terms](#));
- (b) routine maintenance or Service Fault rectification activities in relation to:

## Dictionary

- (i) any NBN-Related Network;
  - (ii) any other matter or thing for which NBN Co is responsible and which affects, or can affect, the supply of products by NBN Co to Customer or any Other NBN Co Customers; or
  - (iii) any facilities, at, on or under which the NBN Co Network is attached, located or installed; or
- (c) rollout or expansion of the NBN Co Network.

**Urban Area** means an urban centre with a population equal to or greater than 10,000 people.

**User Network Interface** has the meaning given to that term in section 4 of the [Product Description for the NBN Co Ethernet Bitstream Service](#) or for the purposes of the Sandpit, has the meaning given to that term in section 2.3(a) of the [Service Description for the Sandpit](#).

**User Network Interface – Data** means a data port on an NTD, as described in section 4 of the [Product Description for the NBN Co Ethernet Bitstream Service](#).

**User Network Interface – Voice** means a voice port on an NTD, as described in section 4 of the [Product Description for the NBN Co Ethernet Bitstream Service](#).

**USO** means universal service obligation which has the meaning given to that term in section 9 of the TCPSS Act.

**Utilisation Management Performance Objective** has the meaning given to that term in section 11.3(b) of the [Service Levels Schedule](#).

**Utilisation Threshold** has the meaning given to that term in section 11.3(b)(i) of the [Service Levels Schedule](#).

**W-NTD** has the meaning given to the term Wireless Network Termination Device.

**WBA** means this Agreement.

**WBA Product Catalogue** means the document entitled "[WBA Product Catalogue](#)" that forms part of this Agreement.

**Wholesale Broadband Agreement** means this Agreement.

**Wireless Network Termination Device** means the NTD which is used to supply the NEBS by means of the NBN Co Wireless Network as described in the [Product Technical Specification of the NBN Co Ethernet Bitstream Service](#).

**Wireless Serving Area** means a geographical region within a CSA which includes Premises served by the NBN Co Wireless Network.

**WSA** has the meaning given to the term Wireless Serving Area.

**Year** means the 12 calendar month period commencing on the Execution Date, and each subsequent 12 month period (or part thereof where this Agreement terminates or expires) which commences on an anniversary of the Execution Date.