

RF Light Path Agreement

NBN Co Limited

[Customer]



This agreement is a Standard Form of Access Agreement for the purposes of Part XIC of the Competition and Consumer Act 2010.



NBN Co Limited

RF Light Path Agreement

Change Log

Version	Description	Effective Date
1.0	Issued on 7 December 2015	Execution Date

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RF Light Path Agreement

Parties

1. nbn co limited (ABN 86 136 533 741) of Level 11, 100 Arthur Street, North Sydney NSW 2060 (**nbn**)
2. [**Insert full legal name of customer**] (ABN [**insert ABN**]) of [**insert registered address of customer**] (**Customer**)

Background

- A. This Agreement sets out the terms on which:
- Customer may order the RF Light Path product from **nbn** in respect of Eligible Estates, and **nbn** will supply the RF Light Path product to Customer over Fibre TV Infrastructure; and
 - Customer will acquire the RF Light Path from **nbn** in respect of Eligible Estates and use the RF Light Path product as an input to Customer's supply of Customer Content to Premises in those Eligible Estates.

Agreement

1 Product

- 1.1 RF Light Path is a product comprising the following elements in respect of an Eligible Estate to which **nbn** supplies RF Light Path to Customer:
- (a) the grant by **nbn** to Customer of non-exclusive limited access to Fibre TV Infrastructure at locations specified by **nbn**; and
 - (b) the carriage by **nbn** of Customer Content injected by Customer into Fibre TV Infrastructure, in a single direction from the NNI-RFo for that Eligible Estate to multiple UNI-RFe at that Eligible Estate.
- 1.2 Further details of RF Light Path are set out in Schedule 2 and Annexure 1.
- 1.3 Customer must supply all network elements required for the supply of Customer Content except for the network elements set out in clause 1.1.
- 1.4 Without limiting clause 1.3, Customer must

supply all network elements:

- (a) upstream of the NNI-RFo; and
 - (b) downstream of the UNI-RFe.
- 1.5 Where **nbn** supplies RF Light Path to Customer in respect of an Eligible Estate, Customer may only use RF Light Path to supply Customer Content to Premises at that Eligible Estate and perform such other activities as are contemplated by this Agreement.
- 1.6 Customer must separately obtain any facilities access required to perform its obligations under this Agreement and Customer acknowledges that no facilities access is provided under this Agreement.

2 Preconditions to supply

- 2.1 As a pre-condition to **nbn** supplying RF Light Path to Customer, Customer must participate in and successfully complete all on-boarding activities and pass all capability and verification testing required by **nbn** from time to time, including to ensure:



- (a) the safety of Customer Equipment and Customer Platforms and their compatibility with the **nbn**TM Network and **nbn**TM Platform;
- (b) Customer's ability to supply Customer Content to Premises in relevant Eligible Estates; and
- (c) Customer's ability to perform its obligations under this Agreement, including in a manner that ensures the safety and operation of the **nbn**TM Network and **nbn**TM Platform.

2.2 Customer warrants to **nbn** that throughout the period in which **nbn** supplies RF Light Path to Customer, Customer:

- (a) is and will remain a Carrier, Carriage Service Provider, Content Service Provider and/or a Specified Utility engaging in a related Specified Activity; and
- (b) complies and will continue to comply with **nbn**'s credit policy as updated from time to time,

(the **Supply Conditions**).

2.3 **nbn** is not obliged to supply or continue to supply RF Light Path to Customer if Customer fails to:

- (a) comply with the Supply Conditions; or
- (b) supply the Customer Content in accordance with this Agreement in respect of any Eligible Estate.

2.4 Customer must notify **nbn** within 2 Business Days of the time Customer no longer fully complies with any Supply Condition.

3 Acceptance Tests

3.1 Customer must:

- (a) conduct Acceptance Tests prior to the installation and activation of any new form of Head-End Equipment or RF Converter

which has not been previously tested and approved by **nbn**; and

- (b) rectify any matter which causes any Acceptance Tests to fail.

3.2 Prior to entering into any agreement or arrangement with any third party to supply Customer Content in respect of an Eligible Estate, Customer must obtain approval from **nbn** (such approval not to be unreasonably withheld) for:

- (a) the Customer Equipment which will be used in conjunction with Fibre TV Infrastructure to supply the Customer Content;
- (b) the Customer Content which will be supplied using RF Light Path; and
- (c) any other Customer commitment or obligation in such agreement or arrangement which relies on any supply by **nbn** under this Agreement.

4 Ordering

4.1 From time to time throughout the Term, **nbn** will make available to Customer a list of Eligible Estates in respect of which **nbn** has installed or plans to install Fibre TV Infrastructure.

4.2 Customer may place an order for RF Light Path in respect of any listed Eligible Estate by:

- (a) agreeing the location of an NNI-RFo in respect of the Eligible Estate with **nbn**; and
- (b) submitting a Delivery Plan (which includes the agreed location of the NNI-RFo) to **nbn**, using such means as may be specified by **nbn** from time to time.

4.3 A Delivery Plan submitted in accordance with this clause 4 constitutes an offer from Customer to acquire RF Light Path in respect of an identified Eligible Estate, which is capable of acceptance by **nbn**.

4.4 **nbn** will accept or reject an order for RF Light Path in respect of an Eligible Estate by written



notice to Customer.

- 4.5 **nbn** may reject an order for RF Light Path in respect of an Eligible Estate:
- (a) if **nbn** determines, on reasonable grounds, that Customer:
 - i has failed to submit a valid Delivery Plan in respect of the order, including because a submitted Delivery Plan fails to comply with any part of this Agreement; or
 - ii has failed, or is reasonably likely to fail, to comply with any part of this Agreement or the Delivery Plan; or
 - (b) in any other circumstances, if **nbn** determines that:
 - i it will be unable to supply the order; and
 - ii it is consistent with **nbn's** statutory obligations to supply RF Light Path.
- 4.6 If **nbn** accepts an order for RF Light Path in respect of an Eligible Estate, then:
- (a) **nbn** will supply RF Light Path to Customer in respect of that Eligible Estate; and
 - (b) Customer will promptly commence installation and activation activities for the supply of Customer Content to Premises in that Eligible Estate in accordance with clause 5.
- 4.7 Notwithstanding clause 4.6, if **nbn** accepts an order for RF Light Path in respect of an Eligible Estate, it may subsequently reject the order at any time up until it begins supplying RF Light Path to Customer if **nbn** determines that:
- (a) an Acceptance Test conducted under clause 3 has failed; or
 - (b) Customer has failed to comply with its Delivery Plan in respect of the Eligible Estate, including by failing to take all steps

necessary to install and activate required Customer Equipment.

5 Installation and Activation

- 5.1 This clause 5 applies in respect of each Eligible Estate for which **nbn** accepts an RF Light Path order under clause 4.
- 5.2 Customer must, at its own cost, install, activate and test the Head-End Equipment and RF Converter in accordance with:
- (a) its Delivery Plan, subject to any variations agreed with **nbn** from time to time; and
 - (b) any directions given by **nbn** from time to time.
- 5.3 Customer must ensure all Customer Equipment is clearly marked as such in accordance with all directions given by **nbn** from time to time.

6 Operations, Assurance and Maintenance

- 6.1 Following successful installation and activation of Customer Equipment and Fibre TV Infrastructure in respect of an Eligible Estate, and throughout the Term, Customer must:
- (a) supply Customer Content to each Premises in that Eligible Estate in accordance with its Delivery Plan; and
 - (b) ensure that free to air television content that is ordinarily available in the area is supplied to each Premises in that Eligible Estate on a continuous basis and:
 - i there is no charge to any end user for access to such content; and
 - ii the supply of such content is not conditional upon the acquisition of any other product or service.
- 6.2 Customer must:
- (a) negotiate with any upstream content supplier that wishes to supply content for inclusion in the Customer Content;



- (b) not unreasonably refuse a request from an upstream content supplier to include content in the Customer Content; and
 - (c) not enter into any agreement, arrangement or understanding with an upstream content supplier under which Customer carries content from the upstream content supplier to Premises in any Eligible Estate to the exclusion of any content from another upstream content supplier.
- 6.3 Customer must ensure that Customer Content is only injected into Fibre TV Infrastructure:
- (a) at the NNI-RFo for the Eligible Estate as notified by **nbn**;
 - (b) on a channel of 1550 nanometre wavelength capacity;
 - (c) in accordance with each technical requirement in Schedule 2 and Annexure 1;
 - (d) otherwise in accordance with this Agreement; and
 - (e) in accordance with any directions given by **nbn** from time to time.
- 6.4 Customer must, at its own cost, maintain all Customer Equipment and Customer Platforms in a good, proper, and operable condition and state of repair in accordance with all applicable laws and this Agreement.
- 6.5 Customer must immediately give **nbn** written notice of any damage to any lines, civil works, Customer Equipment, the **nbn**TM Network or **nbn**TM Platform, or of any other maintenance issue of which Customer becomes aware.
- 6.6 Customer is responsible for:
- (a) supplying, installing, operating, maintaining, repairing, assuring and supporting all Internal Cabling and End User Equipment; and
 - (b) managing all end user interactions regarding any matter in connection with this Agreement, including Customer Content, RF Light Path, Fibre TV Infrastructure, Customer Equipment, Internal Cabling and End User Equipment.
- 6.7 Customer must provide end users with fault reporting mechanisms which are available 24 hours per day, 7 days per week, including at least a nationally available free call or local call number.
- 6.8 If Customer becomes aware of, or suspects the existence of, any fault which is affecting or which has the potential to affect the supply of Customer Content or any other assurance requirement in connection with this Agreement, Customer must immediately (and in every case within two hours) perform remote fault diagnosis and identify whether any fault exists.
- 6.9 If Customer identifies a fault which is affecting, or which has the potential to affect, the supply of Customer Content (including pursuant to clause 6.8), Customer must take the following actions, as applicable:
- (a) in relation to any fault in Customer Equipment or any other matter or circumstance within Customer's control or responsibility, immediately begin, and within 2 Business Days of identification, complete, rectifying the fault;
 - (b) in relation to any fault in the Fibre TV Infrastructure, RF Light Path or any other matter or circumstance within **nbn**'s control or responsibility, immediately notify **nbn** and provide **nbn** with a status report for the associated Head End Equipment;
 - (c) in relation to any fault with an end user's broadband service, immediately refer affected end users to their broadband access service providers; and
 - (d) in relation to any fault in End User Equipment or Internal Cabling, promptly repair the fault or immediately refer affected end users to a suitably qualified and registered technician.



6.10 **nbn** will use reasonable endeavours to rectify any fault affecting its supply of RF Light Path to Customer.

6.11 Customer must:

(a) procure access to end users' premises as required by **nbn** in connection with operations, assurance and maintenance of Fibre TV Infrastructure or the **nbn**TM Network, **nbn**TM Platform or any other network, platforms, systems, equipment or facilities of **nbn**; and

(b) provide **nbn** such assistance as:

- i is required by any operations manual provided by **nbn**, as updated from time to time; and
- ii otherwise reasonably requested by **nbn** in connection with its obligations under clause 6.10.

6.12 **nbn** may interrupt the supply of RF Light Path at any time if **nbn** determines that such interruption is necessary or desirable to rectify a fault in, upgrade, maintain or reconfigure any product or service, the **nbn**TM Network, **nbn**TM Platform or any other networks, platforms, systems, equipment or facilities of **nbn**.

6.13 **nbn** will give Customer as much notice of an interruption under clause 6.12 as is reasonably practicable in the circumstances.

6.14 Customer must ensure that it has and maintains all resources necessary to comply with this clause 6 in a manner that:

- (a) complies with any service standards notified by **nbn** from time to time; and
- (b) does not adversely affect the reputation of **nbn**, the **nbn**TM Network or any **nbn**TM product or service.

6.15 Unless otherwise notified by **nbn**, Customer must keep **nbn** informed of all fault rectification and assurance activities in connection with this Agreement.

6.16 **nbn** may at any time, acting reasonably, conduct, or direct Customer to conduct, operational tests or audits of Customer Equipment and any status reports provided in relation to the Customer Equipment.

6.17 If **nbn** determines that there is any defect or other issue which requires the replacement, repair or reconfiguration of any Customer Equipment, Customer must undertake such replacement, repair or reconfiguration within any timeframe required by **nbn**, acting reasonably.

7 Charges

7.1 Subject to the introduction of any new charges under clause 7.2, **nbn** will supply RF Light Path for a price of \$0.

7.2 If **nbn** reasonably determines that Customer has failed to comply with its obligation to manage end user interactions in accordance with the requirements of any operations manual provided by **nbn** under clause 6.11(b)i, **nbn** may vary this Agreement to introduce a No Fault Found Charge by giving 30 days' written notice to Customer.

7.3 Each party acknowledges, and represents to the other party, that it enters into this Agreement for good and valuable consideration including the other party agreeing to perform the other party's obligations under this Agreement.

8 Service levels

8.1 Customer acknowledges that **nbn** will not provide any service levels in connection with the performance of any obligation under this Agreement.

8.2 **nbn** will not provide Customer with any rebates, discounts, credits or other payments or incentives in connection with RF Light Path.

8.3 Customer must record its fault response and rectification performance in connection with its obligations under clauses 6.5 to 6.9 and provide **nbn** with such records or summaries as



requested by **nbn** from time to time.

9 Policies and Procedures

Customer must comply with each **nbn**TM policy and procedure applicable to Customer's activities in connection with this Agreement, including all the policies outlined in any operations manual provided by **nbn**, as updated from time to time.

10 Protection and safety

- 10.1 Each party is responsible for the safe and environmentally responsible operation of its network, platforms, systems, equipment and facilities.
- 10.2 Each party must not cause, and must ensure that:
- (a) acts or omissions of its Personnel do not;
 - (b) its networks, platforms, systems, equipment and facilities (and those of its Personnel) do not; and
 - (c) in the case of Customer, any Customer Equipment and any Customer Platform does not,
- give rise to an Adverse Network Impact.
- 10.3 Customer must:
- (a) comply, and ensure that its Personnel comply, with all work, health and safety laws and environmental laws;
 - (b) not, and ensure that its Personnel do not, at any time, cause **nbn** to be in contravention of any work, health and safety laws or environmental laws;
 - (c) ensure that it and its Personnel undertake all work in accordance with all relevant laws and in a manner which does not contribute to any risk to the health or safety of any person,
- in connection with its acquisition of RF Light Path and supply of Customer Content.

11 Insurance

- 11.1 Customer must hold appropriate and industry-standard levels of insurances including each Required Insurance throughout the Term.
- 11.2 Customer must ensure that **nbn** is an insured party in respect of Customer's Required Insurance in respect of public liability.
- 11.3 Customer must maintain its Required Insurance in respect of professional indemnity for a period of three (3) years after the expiry or termination of this Agreement.

12 Warranties

- 12.1 Throughout the Term, Customer warrants that:
- (a) prior to accessing any Site, it has obtained or will obtain, each Authorisation which is required for Customer to lawfully access the Site;
 - (b) prior to injecting any Customer Content into Fibre TV Infrastructure in respect of an Eligible Estate, it has obtained or will obtain, each Authorisation which is required for Customer to lawfully do so;
 - (c) all Customer Content has all necessary Authorisations and complies with each condition or requirement of each such Authorisation (including as to copyright, classification, surveillance notification and any other condition or requirement imposed by any person with a right to do so);
 - (d) prior to performing each obligation under this Agreement, it has obtained or will obtain, each Authorisation which is required for Customer to lawfully perform the obligation;
 - (e) it will maintain and comply with each Authorisation under clauses 12.1(a) to 12.1(d);
 - (f) its Personnel will be suitably qualified and trained and will possess all skills and experience necessary or desirable to



facilitate Customer performing its obligations under this Agreement; and

- (g) it will remain in good financial standing including in accordance with **nbn**'s credit policy as updated from time to time.
- (h) it will comply with all relevant laws in exercising its rights and performing its obligations under this Agreement.

12.2 Customer must do all things necessary to give effect to each warranty in clause 12.1 at its own cost.

13 Confidential Information

13.1 Each party (**recipient**) must keep confidential, and not disclose, any Confidential Information of the other party, except:

- (a) where the recipient has obtained the prior written permission of the other party;
- (b) to the recipient's Personnel, professional advisers, auditors and insurers, provided that it directs such persons to keep confidential all such Confidential Information and, where Customer is the recipient, procures a written undertaking that such persons will keep confidential all such Confidential Information and only use such Confidential Information for the purpose for which it was disclosed by **nbn**; and
- (c) where the recipient is compelled to do so by law, provided that it gives the other party written notice prior to disclosure if permitted.

13.2 The recipient must only use Confidential Information of the other party for the purpose for which it was disclosed in connection with this Agreement.

13.3 **nbn** may disclose Confidential Information of Customer to any Minister, Department or officer of the Commonwealth Government of Australia or any Government Agency for a legitimate government purpose.

13.4 **nbn** may, on the directions of any Minister, Department or office of the Commonwealth Government of Australia or any Government Agency publish key information in respect of this Agreement including Customer's name, subject matter, term and value of this Agreement.

13.5 Customer must not make any public statement or issue any press release concerning or relating to this Agreement or Customer's relationship with **nbn** unless it has first obtained the written consent of **nbn** to do so, such consent not to be unreasonably withheld.

13.6 **nbn** may require Customer to sign a confidentiality agreement or undertaking in respect of any confidential information of a third party data provider which **nbn** proposes to disclose to Customer.

14 Privacy

14.1 Each party must comply with all Privacy Laws in its performance of this Agreement.

14.2 Customer must obtain all necessary consents prior to disclosing any Personal Information to **nbn** in connection with this Agreement, including to **nbn** collecting, using, storing and disclosing such Personal Information for the purposes of this Agreement and otherwise in accordance with **nbn**'s privacy policy from time to time.

14.3 Customer must only use Personal Information disclosed by **nbn** to Customer under this Agreement for the purpose for which it was provided and not any other purpose.

15 Data security

Each party must apply reasonable security standards in respect of any data or information which it holds of the other party (including Confidential Information and Personal Information).

16 Intellectual Property Rights

Nothing in this Agreement operates to transfer or assign ownership of Intellectual Property Rights, or



confers on either party any right, title or interest in or to, any of the other party's Intellectual Property Rights or Third Party IPR, except as expressly provided under this Agreement.

17 Rights and Beneficial Interest

17.1 Nothing in this Agreement gives or transfers to Customer (or any other person) any right, title or interest (whether legal, equitable or statutory) in any part of the **nbn**TM Network, **nbn**TM Platform, **nbn**'s systems, equipment, facilities or any other tangible or intangible property of **nbn** except to the extent expressly provided for in this Agreement.

17.2 Customer must not grant any Security Interest in any Head End Equipment or RF Converter to any person.

18 Liability and Indemnities

18.1 Except as expressly stated in this Agreement, **nbn** will, to the maximum extent permitted by law, have no liability in connection with this Agreement, whether in contract, tort (including negligence), statute, equity or otherwise.

18.2 Customer indemnifies **nbn** and its Personnel (**those indemnified**) from and against any Loss or Claim which any of those indemnified pays, suffers, incurs or is liable for arising out of or in connection with:

- (a) the death or personal injury of any person;
- (b) loss of, or damage to, any tangible property;
- (c) any breach of law or infringement of a third party's rights (including Intellectual Property Rights);
- (d) any failure to collect, use, store or disclose Personal Information in accordance with clause 14;
- (e) any interference with WBA Products or their supply;
- (f) any act or omission of fraud, dishonesty,

reckless or wilful misconduct or misrepresentation; and

(g) the acquisition of RF Light Path or supply of, or failure to supply, Customer Content,

to the extent caused or contributed to by any act or omission of Customer or its Personnel.

18.3 **nbn** indemnifies Customer and its Personnel (**those indemnified**) from and against any Loss or Claim which any of those indemnified pays, suffers, incurs or is liable for arising out of or in connection with:

- (a) the death or personal injury of any person;
- (b) loss of, or damage to, any tangible property; and
- (c) any act or omission of fraud, dishonesty, reckless or wilful misconduct or misrepresentation,

to the extent caused or contributed to by any act or omission of **nbn** or its Personnel.

18.4 To the maximum extent permitted by law, each party excludes any and all liability for any Indirect Loss suffered in connection with this Agreement, whether in contract, tort (including negligence), statute, equity or otherwise.

19 Disputes

19.1 Any dispute that arises between **nbn** and Customer under or in relation to this Agreement must be resolved in accordance, and the parties agree to comply, with Module G of the WBA SFAA, which is incorporated into this Agreement together with the relevant definitions in the WBA SFAA Dictionary.

19.2 The provisions of Module G and the definitions set out in the WBA SFAA Dictionary are modified for the purposes of this Agreement as follows:

- (a) "Agreement" is to be read as a reference to "Agreement" as defined in Schedule 1;



- (b) "Customer" is to be read as a reference to "Customer" as defined in Schedule 1;
- (c) "Other NBN Co Customer" is to be read as a reference to any third party who has entered into an agreement with nbn, the subject matter of which is the same or similar to the subject matter of this Agreement;
- (d) "Other Wholesale Broadband Agreement" is to be read as a reference to an agreement between nbn and any third party, the subject matter of which is the same or similar to the subject matter of this Agreement;
- (e) "Product" means RF Light Path;
- (f) "Relationship Point of Contact" is to be read as a reference to **nbn** or Customer (as applicable);
- (g) "Wholesale Broadband Agreement" is to be read as a reference to "WBA SFAA";
- (h) references to "Billing Dispute" are deleted; and
- (i) clause G9.1 of the WBA SFAA is deleted.

19.3 Each party must continue to perform its obligations in accordance with the terms of this Agreement in the event of, and pending the resolution of, any Dispute or Other NBN Co Customer Dispute.

20 Term

This Agreement starts on the date both parties have signed this Agreement and expires on 7 December 2017 unless terminated earlier in accordance with this Agreement or extended by agreement of the parties (**Term**).

21 Termination

21.1 **nbn** may terminate the supply of RF Light Path in respect of specific Eligible Estates or this Agreement by notice to Customer:

- (a) before 30 April 2016 (or other date as agreed), where **nbn** reasonably determines that it will not have the ability to supply RF Light Path to Customer;
- (b) where there is a health or safety risk sufficiently serious to warrant such termination;
- (c) where the supply or continued supply of RF Light Path will unreasonably jeopardise or interfere with the integrity of the **nbn**TM Network, **nbn**TM Platform, or any other network, platforms, systems, equipment or facilities owned, controlled or operated by **nbn** or a third party;
- (d) where **nbn** determines, acting reasonably, that Customer no longer has the rights or ability to supply RF Light Path;
- (e) where Customer ceases or fails to successfully supply Customer Content;
- (f) where Customer breaches any obligation under this Agreement which is incapable of remedy or which is capable of remedy, but is not remedied within 14 days of receipt of a notice from **nbn** specifying the breach and requiring it to be remedied;
- (g) where Customer breaches any of the warranties in clause 12.1, any of the Supply Conditions or its obligation in clause 24.12(b);
- (h) where Customer or any of its Personnel does anything that materially damages or is likely to materially damage the brand or reputation of **nbn** or any Related Body Corporate;
- (i) where Customer fails to obtain or ceases to hold an Authorisation required for Customer to supply Customer Content;
- (j) where a Change of Control or Insolvency Event occurs in relation to Customer; or
- (k) where **nbn** and Customer fail to agree a mutual limitation on the parties' liabilities



- under clause 22.1(c).
- 21.2 The events in clauses 21.1(e), 21.1(f) and 21.1(g) will each constitute a material breach of this Agreement.
- 21.3 If Customer wishes to terminate this Agreement or the supply of RF Light Path to a specific Eligible Estate, it must give notice to **nbn** and comply with clauses 21.4 to 21.6.
- 21.4 Upon notice of termination by either party to the other, Customer must provide **nbn** with a proposal for the continued supply of content to all Premises at the affected Eligible Estate(s), which proposal must provide for at least:
- (a) identifying any alternative suppliers of content to Premises at the Eligible Estate(s);
 - (b) the transfer or replacement of all Authorisations required by the alternative supplier (including entry into an RF Light Path agreement or other carriage content agreement with **nbn** if the alternative supplier has not already done so); and
 - (c) a transition plan to minimise or avoid any interruption of content supply to Premises at the Eligible Estate(s).
- 21.5 **nbn** may accept or reject, or direct alterations to, a proposal provided under clause 21.4 at its discretion.
- 21.6 If **nbn** rejects or direct alterations to a proposal provided under clause 21.4, Customer must submit a revised proposal to **nbn** and clauses 21.4, 21.5 and this clause 21.6 will apply to such a revised proposal.
- 21.7 A notice from Customer to **nbn** under clause 21.3 is:
- (a) only effective after **nbn** has approved a related proposal; and
 - (b) is subject to the terms and conditions of any approved related proposal,
- under clauses 21.5 and 21.6.
- 21.8 Upon termination or expiry of:
- (a) the supply of RF Light Path in respect of specific Eligible Estates; or
 - (b) this Agreement,
- Customer must take all steps necessary to ensure the continued supply of content comprising the Customer Content to all affected Premises in all affected Eligible Estates in accordance with a proposal accepted by **nbn** under clause 21.5, including by transferring to an alternative supplier, to the extent necessary:
- (c) each item of Customer Equipment connected to Fibre TV Infrastructure; and
 - (d) each Authorisation.
- 21.9 Customer must comply with all requirements under clause 21.8:
- (a) immediately, if more than 2 months' notice of termination has been given; or
 - (b) within 2 months (or other notice period agreed in writing with **nbn**), if 2 months' or less notice of termination has been given or if this Agreement expires.
- 21.10 If Customer fails to:
- (a) provide a proposal to **nbn** under clause 21.4 which is approved by **nbn** under clause 21.5; or
 - (b) comply with clause 21.8,
- Customer must immediately transfer to **nbn** or its nominee:
- (c) each item of Customer Equipment connected to Fibre TV Infrastructure which is affected by the termination or expiry; and
 - (d) each Authorisation required to supply any content which is affected by the termination or expiry.



21.11 Upon termination or expiry of the supply of RF Light Path in respect of specific Eligible Estates or this Agreement until the successful conclusion of a transfer under clauses 21.8 to 21.10 (as applicable), Customer must:

- (a) not disconnect, disable or otherwise impair the continued operation of any Customer Equipment; and
- (b) to the extent that Customer can do so in accordance with this Agreement and the law, and in accordance with any directions from **nbn**, continue to supply Customer Content.

21.12 As soon as practicable after expiry or termination of this Agreement, Customer must return, and must ensure that all Customer's Personnel return, to **nbn** all Confidential Information, equipment, records, documents and materials provided by or on behalf of nbn in connection with this Agreement.

21.13 Clauses 11, 13, 14.3, 15, 18, 19, 21.8 – 21.12, this clause 21.13, 24.2, 24.3, 24.14, 25 and any other obligations which are expressed to or, by their nature, survive expiry or termination, will survive expiry or termination of this Agreement and are enforceable at any time at law or in equity.

22 Changes to this Agreement and other documents

22.1 At any time prior to 30 April 2016 (or such other date as agreed in writing by the parties), **nbn** may, by giving notice to Customer, change:

- (a) any technical specifications provided by **nbn**, where **nbn** determines that such change will not have a material adverse impact on Customer;
- (b) this Agreement, where reasonably required to maintain alignment with any upstream arrangements, including between **nbn** and a developer, **nbn** and any customer under any agreement and **nbn** and a supplier;

- (c) this Agreement, to introduce a mutually agreed limitation on both parties' liabilities in connection with this Agreement; or
- (d) this Agreement, to align with any operations manual that is provided by **nbn** to Customer from time to time under clause 9.

22.2 For the duration of the Term, **nbn** may change this Agreement where **nbn** determines that such a change:

- (a) will not have a material adverse impact on Customer, by giving at least 60 Business Days' notice of that change to Customer; or
- (b) is necessary to comply with any applicable law or required by a Regulatory Event, by giving as much notice as reasonably practicable of that change to Customer.

22.3 Prior to making a change under this clause 22, **nbn** must:

- (a) inform Customer of the purpose of the proposed change;
- (b) give Customer a reasonable opportunity (of not less than 10 Business Days) to provide feedback to **nbn** on the proposed change; and
- (c) consider any feedback given by Customer about the proposed change and determine (in **nbn**'s discretion) whether to vary the proposed change to address Customer's feedback.

23 Force Majeure

23.1 To the extent that a Force Majeure prevents a party from performing an obligation under this Agreement, the affected party will be excused from performing that obligation.

23.2 A party affected by a Force Majeure must:

- (a) as soon as reasonably practicable, notify the other party of the Force Majeure, its impact on the affected party and the steps



the affected party is taking or will take to mitigate the effects of the Force Majeure; and

- (b) use reasonable endeavours to minimise, overcome the impact of, and mitigate any Losses in connection with that Force Majeure.

24 General

24.1 **Assignment and subcontracting.** Customer must not assign, novate or otherwise transfer any of its rights or obligations under this Agreement without **nbn**'s prior written consent. Each party may use subcontractors or other agents to meet any of its obligations or exercise any of its rights under this Agreement, but it remains liable in respect of the performance of those obligations and the exercise of those rights.

24.2 **GST.** Unless otherwise specified, any amounts payable under this Agreement are inclusive of all taxes, levies, rates, charges and imposts of any kind, including withholding tax but excluding GST. If any supply under this Agreement is a Taxable Supply, then the party making the supply may, at the same time that an invoice is rendered for the agreed consideration for the Taxable Supply, recover the amount of GST payable on that Taxable Supply, subject to the issue of a valid Tax Invoice. Unless the context indicates otherwise, terms used in this clause which have a defined meaning in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning as in that Act.

24.3 **Notices.** All notices given under this Agreement by one party to the other party must be sent to the address notified by the other party. Any such notice will be taken to be received by the addressee:

- (a) in the case of delivery by hand, on delivery;
- (b) in the case of prepaid post, on the fifth Business Day after the day of posting;

- (c) in the case of fax, at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the fax machine from which it was sent; and
- (d) in the case of email, unless the party sending the email knows or reasonably ought to suspect that the email and the attached communication were not delivered to the addressee's domain, when the email was sent,

but:

- (e) if the notice would otherwise be taken to be received on a day that is not a Business Day or after 5.00 pm, it is deemed to be received at 9.00 am on the next Business Day; and
- (f) if the notice relates to a dispute or potential dispute in connection with this Agreement, it must be given by a method other than email and the notification is taken to be received by the addressee at the time that the other method of notification is taken to have been received.

24.4 **Relationship.** The parties are independent contractors and nothing in this Agreement gives rise to any relationship of agency, partnership, employment or otherwise.

24.5 **Publicity and representations.** Customer must not make any representation or public statement in connection with this Agreement or the supply of Customer Content without approval from **nbn**, not to be unreasonably withheld.

24.6 **Variation.** No variation of this Agreement is effective unless made in writing and signed by each party.

24.7 **Costs, expenses and duties.** Except where this Agreement provides otherwise, each party is responsible for its own costs and expenses of negotiating, preparing and executing this Agreement and any other instrument executed



under this Agreement and complying with its obligations under this Agreement.

24.8 **Counterparts.** This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

24.9 **Rights cumulative.** The rights of each party under this Agreement are in addition to, and do not exclude or limit, any other rights or remedies provided by law (except where this Agreement provides otherwise).

24.10 **Waiver.** No waiver of a right or remedy under this Agreement is effective unless it is in writing and signed by the party granting it.

24.11 **Entire Agreement.** Clauses 1 – 25, Schedules 1 – 2 and Annexure 1 constitute the entire agreement between the parties in connection with their subject matter and supersede all previous agreements or understandings between the parties in connection with the relevant subject matter. No oral explanation or information provided by any party to another affects the meaning or interpretation of this Agreement or constitutes any collateral agreement, warranty or understanding between the parties.

24.12 **Further assurances and compliance with law.**

(a) Except where otherwise provided in this Agreement, each party must promptly do all further acts and execute and deliver all further documents required by law or reasonably requested by the other party (in form and content reasonably satisfactory to the other party) to give effect to this Agreement.

(b) Each party must comply with all relevant laws in exercising its rights and performing its obligations under this Agreement.

24.13 **Severability.** Any term of this Agreement which is wholly or partially void or unenforceable will be severed to the extent that

it is void or unenforceable and the remainder of this Agreement continues unaffected.

24.14 **Governing Law and Jurisdiction.** This Agreement is governed by the laws having force in New South Wales and each party submits to the exclusive jurisdiction of the courts having jurisdiction in New South Wales.

25 Interpretation

25.1 In this Agreement the following rules of interpretation apply unless the contrary intention appears:

(a) headings are for convenience only and do not affect the interpretation of this Agreement;

(b) the singular includes the plural and vice versa;

(c) words that are gender neutral or gender specific include each gender;

(d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(e) a reference to:

i a person includes an individual, partnership, joint venture, Government Agency, association, trust, corporation or other body corporate and its agents, successors and permitted assigns;

ii a clause, term, party, schedule or attachment in a part of this Agreement is a reference to a clause, term, party, schedule or attachment to the relevant part of this Agreement;

iii this Agreement includes all schedules and attachments to it; and

iv a statute includes any regulations or other instruments made under it (delegated legislation) and a reference to a statute or delegated legislation or a



provision of either includes consolidations, amendments, re-enactments and replacements;

- (f) the words “such as”, “including” and “particularly” and similar expressions are not used as, nor are they intended to be, interpreted as words of limitation;
- (g) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, legislative instrument, ordinance, by-law, mandatory code, mandatory standard, mandatory guideline, mandatory directive, order, ordinance, rule, determination, ministerial direction, binding restriction of or determination by any Government Agency, statutory rule, judgment, writ, order, injunction, declaration, rule of common law or equity, or rule of any stock or securities exchange where the relevant party’s stocks or securities are listed or quoted and is a reference to that law as amended, consolidated or replaced and includes any regulations and other subordinate instruments made under or in accordance with those laws;
- (h) “reasonable endeavours” or any similar expressions does not require the payment of money or the provision of any financial benefit;
- (i) “reasonably practicable” or any similar expression does not require a party to take action if the cost of taking that action is, on balance, unreasonable in the prevailing circumstances;
- (j) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;
- (k) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it;
- (l) capitalised terms where used in this

Agreement have the meanings given to them in Schedule 1; and

- (m) if there is any inconsistency between the terms of this Agreement and any schedule or annexure of this Agreement, then that inconsistency will be resolved by giving precedence to the documents in the following order:
 - i this Agreement and Schedule 1;
 - ii Schedule 2; and
 - iii Annexure 1.

Schedule 1 – Dictionary

Acceptance Tests means tests of the operation of installed and activated Customer Equipment and Customer Platforms as specified by **nbn** from time to time or, if **nbn** has not specified any such tests, industry standard tests for such installations and activations.

Adverse Network Impact means conduct which:

- (a) endangers the health or safety of any person;
- (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, platforms, systems, equipment and facilities;
- (c) causes a nuisance in or while accessing the network, platforms, systems, equipment and facilities of the other party; or
- (d) in the case of Customer, damages, threatens, interferes with, prejudices the integrity of, degrades, or causes the deterioration, operation or performance of:
 - i the **nbn**TM Network, **nbn**TM Platform or any other network, platforms, systems, equipment or facilities of **nbn**;
 - ii communications within the **nbn**TM Network, **nbn**TM Platform or any other network, platforms, systems, equipment or facilities of **nbn** (including Carriage Services and Content Services provided over any of them);
 - iii the network, platforms, systems, equipment and facilities of any other user of the **nbn**TM Network or **nbn**TM Platform;
 - iv the ability of **nbn** to supply WBA Products any person; or
 - v other property or facilities of any third party.

Authorisation means any third party consent, permit, approval, authorisation and licence, including from any Government Agency, owner, landlord, licensor or mortgagee (including each agreement, determination and consent required under heritage or native title laws).

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

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

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

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

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 howsoever arising.

Confidential Information means, in relation to a party, 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 the party or any of its Related Bodies Corporate relating to or developed in connection with this Agreement, but Confidential Information 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 party;
- (e) information which has been independently developed by the other party; or
- (f) information about Customer's use of RF Light Path or supply of Customer Content (including where that information is generated by **nbn**) that has been aggregated with other information of a similar or related nature, such that Customer cannot be identified by the information or any part of it.

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

Control has the meaning given to that term in section 50AA of the Corporations Act.

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

Customer Content means retransmitted free-to-air television broadcasts and may also include:

- (a) other forms of paid or free television broadcast content;
- (b) intercom camera content;
- (c) security camera content; and
- (d) any other content which is capable of being supplied using RF Light Path in accordance with this Agreement the ITU-T Recommendations listed in Schedule 2 and Annexure 1, and approved by **nbn** (such approval not to be unreasonably withheld or delayed).

Customer Equipment means any equipment that is:

- (a) used by Customer in connection with Fibre TV

Infrastructure, Customer's acquisition of RF Light Path or Customer's supply of Customer Content; or

- (b) provided by or on behalf of Customer to any third party for use in connection with Customer's supply of Customer Content,

but excludes all **nbn**TM Equipment.

Customer Platform means all information technology systems and platforms used by or on behalf of Customer in connection with this Agreement which directly or indirectly interact with information technology systems and platforms used by or on behalf of **nbn**.

Delivery Plan means a plan developed by Customer for the supply of Customer Content to Premises at an Eligible Estate, which plan must comprise the following minimum information in the forms and to the specificity required by **nbn** from time to time:

- (a) details of the Eligible Estate;
- (b) such evidence as **nbn** may require from time to time that Customer has all Authorisations which it requires to supply Customer Content to Premises at the Eligible Estate;
- (c) a detailed schedule of milestones and timeframes for the delivery of Customer Content to Premises at the Eligible Estate;
- (d) drawings, diagrams and technical specifications detailing Customer's proposed solution design for the supply to Customer Content to Premises at the Eligible Estate, including all interconnection and other technical details required for installation and activation Head-End Equipment, the Optical Combiner and Internal Cabling; and
- (e) any other information as may reasonably be requested by **nbn** from time to time.

Eligible Estate means a new development of single dwelling units or multi dwelling units or both, which:

- (a) comprises a sufficient number of Premises to satisfy **nbn**'s scale requirements (as amended



from time to time) for the offer of Fibre TV Infrastructure to the developer of the new development; and

- (b) satisfies any other criteria adopted by **nbn** from time to time to determine whether it will offer Fibre TV Infrastructure to developers in respect of a new development.

End User Equipment means any equipment used by any end user in connection with RF Light Path or Customer Content.

FAN means, in respect of an Eligible Estate, a fibre aggregation node site associated with the Eligible Estate, as designated by **nbn** from time to time.

Fibre TV Infrastructure means the elements of the **nbn**TM Network used by **nbn** to supply RF Light Path.

Force Majeure means any event or circumstance that:

- (a) is not within the reasonable control of an affected party, any of its Personnel 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 a disaster recovery plan in place; 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.

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.

Head End Equipment has the meaning given to that term in Schedule 2.

Indirect Loss means loss of revenue, loss of profit, loss of goodwill, loss of anticipated savings, loss of opportunity, and any other Loss, not arising naturally and according to the usual course of things from the relevant breach, whether or not such Loss may reasonably be supposed to have been in the contemplation of both parties, at the time they made the contract, as the probable result of the relevant breach.

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 is made 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, it states that it is insolvent, it 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.

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).

Internal Cabling has the meaning given to that term in Schedule 2.

Interconnection Site means, in relation to an Eligible Estate, the location of the NNI-RFo for RF Light Path as offered by **nbn** in connection with that Eligible Estate.

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, howsoever it arises and whether it is present or future, fixed or unascertained, actual or contingent.

MDU means, in relation to an Eligible Estate, the communications room at a multi-dwelling unit building comprising the Eligible Estate or part of the Eligible Estate.

NEBS means the NBN Co Ethernet Bitstream Service supplied by **nbn** to third parties under a WBA and any replacement product.

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

- (a) that is provided by **nbn** (or any Related Body Corporate of **nbn**) to Customer for use as part of, or in connection with, RF Light Path; or
- (b) to which **nbn** (or any Related Body Corporate of **nbn**) permits Customer to access (or on-grant such access to any third party) as part of, or in connection with, RF Light Path, including the NNI-RFo, Fibre TV Infrastructure (including Optical Combiner), RF Splitter and Converter, and UNI-RFe,

but does not include any Internal Cabling.

nbn™ Network means, in respect of an Eligible Estate, **nbn**'s fibre-to-the-premises network serving that Eligible Estate.

nbn™ Platform means all information technology systems and platforms used by or on behalf of **nbn** in connection with this Agreement which directly or indirectly interact with information technology systems and platforms used by or on behalf of Customer.

NNI-RFo has the meaning given to that term in Schedule 2.

No Fault Found Charge means a charge in respect of fault rectification activities undertaken by **nbn** in response to a notice by Customer of a fault, if **nbn**



determines that no such fault exists.

Personal Information means:

- (a) 'personal information', having the meaning given to that term in the *Privacy Act 1988* (Cth); and
- (b) any other information (if any) that is subject to the operation of Part 13 of the Telecommunications Act.

Personnel means, in relation to a party or third party, that party's officers, employees, agents, contractors, subcontractors, consultants, Related Bodies Corporate and their officers, employees, agents, contractors, subcontractors, consultants, but in the case of Customer and its Related Bodies Corporate, does not include **nbn**, its Personnel, its Related Bodies Corporate and their Personnel.

Pit means, in respect of an Eligible Estate, a communications pit owned, operated or used by or on behalf of **nbn** with respect to Fibre TV Infrastructure for the Eligible Estate.

Premises means each of the following where it forms part of a new development of single dwelling units or multi dwelling units or both:

- (a) an addressable location currently used or planned to be used on an on-going basis for residential purposes; and
- (b) any other location specified by **nbn** as a 'Premises' from time to time.

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

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

Regulatory Event means any of the following events:

- (a) a 'Regulatory Event' as defined in the WBA SFAA;

or

- (b) the outcome of a dispute under any agreement between **nbn** and any third party, the subject matter of which is the same or similar to the subject matter of this Agreement, if **nbn** determines that the resolution may affect its ability to perform its obligations under this Agreement.

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

Required Insurance means:

- (a) workers compensation insurance in accordance with applicable law and awards, and insurance against common law liability to a party's Personnel engaged in connection with this Agreement which must, where permitted by law, include an indemnity in favour of the other party in respect of statutory liability to that party's Personnel;
- (b) public liability and product liability insurance as follows:
 - (i) public liability insurance for an amount not less than \$20 million per occurrence; and
 - (ii) product liability insurance for an amount not less than \$20 million in the annual aggregate; and
 - (ii) insuring legal liability for:
 - (A) loss of, destruction of or damage to Tangible Property;
 - (B) personal injury, sickness, disease or death of any person; and
 - (C) indirect loss resulting from any of the above circumstances,under, arising from or in connection with this Agreement;
- (c) professional indemnity insurance for an amount not less than \$10 million per claim and in annual aggregate;



(d) motor vehicle third party property damage insurance for not less than \$20 million in respect of motor vehicles used in connection with this Agreement; and

(e) any other insurance required by law, (together, the Insurance Policies), and

ensure, save in respect of the Insurance Policy specified in (c), that the Insurance Policies include terms whereby the insurer's indemnity applies on an occurrence basis (not on a claims-made basis).

RF Converter has the meaning given to that term in Schedule 2.

RF Light Path has the meaning given to that term in clause 1.

RF Splitter and Converter has the meaning given to that term in Schedule 2

Security Interest means each of:

- (a) a "Security Interest" as defined in the *Personal Property Security Act 2009* (Cth);
- (b) security for payment of money, performance of obligations or protection against default (including a mortgage, bill of sale, charge, lien, pledge, trust, title retention arrangement, right of set-off and flawed deposit arrangements); and
- (c) thing or preferential interest or arrangement of any kind giving a person priority or preference over claims of other persons or creditors with respect to any property or asset,

and includes any agreement to create any of them or allow them to exist.

Site means each of:

- (a) an Eligible Estate; and
- (b) an Interconnection Site,

and any part of either of those sites.

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

Companies Act 2011 (Cth).

Specified Utility has the meaning given to the term 'Utility' in section 151DA(9) of the *Competition and Consumer Act 2010* (Cth).

Supply Conditions has the meaning given to that term in clause 2.2.

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

Term has the meaning given to that term in clause 20.

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

UNI-RFe has the meaning given to that term in Schedule 2.

WBA means any agreement between **nbn** and another person or persons on the same or similar terms as a WBA SFAA.

WBA Product means any product supplied by **nbn** to any person under any WBA.

WBA SFAA means the 'Wholesale Broadband Agreement' published on **nbn**'s website as updated by **nbn** from time to time or any replacement to that agreement.

Schedule 2 - RF Light Path Product Details

- The following network elements must be used, and supplied by the responsible party, to enable the supply of RF Light Path:

Network element	Responsible party
Head End Equipment which is all equipment necessary to capture, process and retransmit content as Customer Content to Premises at an Eligible Estate	Customer
RF Converter which is equipment that converts Customer Content from an electrical signal into a light signal to be injected into the NNI-RFo	Customer
NNI-RFo which is the interface at the injection point of Customer Content into Fibre TV Infrastructure	nbn
Fibre TV Infrastructure between the NNI-RFo and UNI-RFe which includes the Optical Combiner, fibre optic cabling, splitters and associated equipment and lines	nbn
Optical Combiner which combines Customer Content with NEBS	nbn
RF Splitter and Converter which is equipment that splits Customer Content and NEBS and converts Customer Content from a light signal into an electrical signal at the Premises	nbn
UNI-RFe which is the interface and hand-off point for Customer Content from Fibre TV Infrastructure to Internal Cabling at each Premises	nbn
Internal Cabling which is coaxial cabling that carries the electrical form of the Customer Content from the UNI-RFe to an end user-accessible antenna socket in each Premises	Third party*

* Internal Cabling is a feature of Premises to which Customer is required to use to supply Customer Content under this Agreement. See clauses 6.1 and 6.6 for further details.

- Customer must ensure that Customer Content which it injects into Fibre TV Infrastructure, and which **nbn** carries over Fibre TV Infrastructure, conforms with the ITU-T G.984 Standards.



Execution Page

Executed as an agreement on

Signed for **nbn co limited (ABN 86 136 533 741)** by its authorised representatives:

Signature of authorised representative Signature of authorised representative

Name of authorised representative Name of authorised representative

Signed for [**insert full name of Customer**] in accordance with section 127 of the *Corporations Act 2001 (Cth)* by:

Signature of director / company secretary Signature of Director

Name of director / company secretary Name of Director

Annexure 1

RF Light Path Technical Specifications

1. Fibre TV Infrastructure Overview

Customer access to **nbn**'s Fibre TV Infrastructure for injection of Customer Content is provided via SC/APC optical connector at a "meet-me" location agreed for each Eligible Estate on a site by site basis pursuant to clause 4.2(a) of RF Light Path Agreement.

2. NNI-RFo Interface Parameters

Table 1 details the optical specifications of the NNI-RFo demarcation point.

Table 1. nbn™ NNI-RFo optical interface parameters

Parameter	Unit	Nominal Value	Range
Operating Wavelength	nm	1550	1550 to 1560
Maximum input Power FAN and Pit-located NNI-RFo	dBm	+21	+15 to +21
Maximum input Power MDU located NNI-RFo	dBm	+13	+5 to +13
Return Loss	dB	> 55	55 to 65
Isolation	dB	> 30	N/A
Maximum Distance Between FAN NNI-RFo and Eligible Estate	Km	10	N/A

Further detail specific to the generic characteristics of PON RF video overlay can be found in ITU-T specifications G.983.3:2001 and G.984.5:2007, each of which Customer must adhere to.

2.1 NNI-RFo feeder ratios

Table 2 details the number of NNI-RFo optical feeds that Customer must present at the NNI-RFo depending on the agreed NNI-RFo location.

Table 2. nbn™ NNI-RFo Customer feed to Premises ratio

NNI location	Connector	Optical Power (dB)	Signal to Premises ratio
NNI-RFo at a FAN	SC/APC	+15 to +21	1 feed per ~128SL's
NNI-RFo at a Pit	SC/APC	+15 to +21	1 feed per ~128SL's
NNI-RFo at an MDU	SC/APC	+5 to +13	1 feed per ~32SL's

3. UNI-RFe Interface Parameters

Figure 1 details the electrical specifications of the UNI-RFe. This is the point that the Internal Cabling is connected to the RF Splitter and Converter.

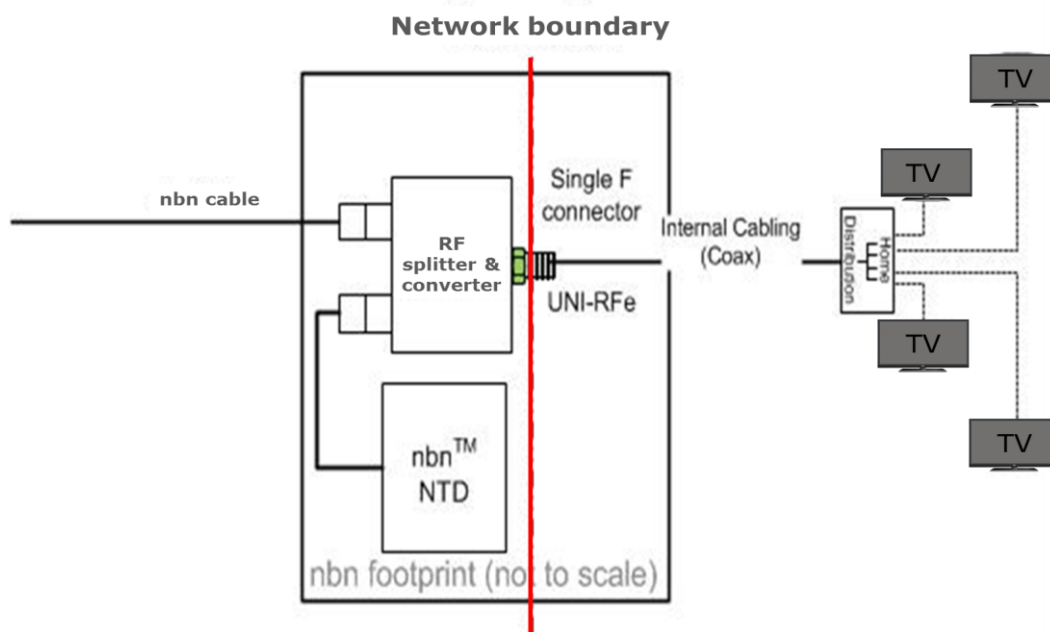


Figure 1. User Network Interface RF electrical (UNI-RFe)

*Note any components to the right of the UNI-RFe and single F connector are the responsibility of the Customer to supply in accordance with the terms of the RF Light Path Agreement.

Table 3. nbn™ UNI-RFe electrical interface parameters

Parameter	Unit	Nominal Value	Range
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Bandwidth	Mhz	N/A	50 to 1000
Flatness (deviation over bandwidth)	dB	N/A	+/- 1
Output	dBuV	>80	70 to 85
Output level adjustment	dB	N/A	0 to 18
Output Impedance	Ohm	75	N/A
Output Port type	N/A	Female F connector	N/A
MER (digital signal)	dB	> 30	27 to 39
BER (digital signal)	N/A	< 1.0E-9	N/A
Power consumption	Watt	<= 3	
Working temperature	°C	N/A	-10 to +50
Working relative humidity	%	N/A	5 to 95

4. Applicable nbn™ Optical Loss Parameters

To assist with any Customer Content (RF video overlay) design, this section details the generic unit optical performance parameters using optical components that are approved for use in the Fibre TV Infrastructure. For further information, please refer to the latest issue of "NBN-TE-CTO-177 – Optical Network Performance and Parameters."

4.1 Optical Fibre Loss

Table 4. nbn™ optical fibre attenuation

Wavelength (nm)	Parameter	Average Loss (dB)	Maximum Loss (dB)
1550	dB/Km	0.2	0.22

Dispersion

Table 5. nbn™ optical fibre dispersion

Wavelength (nm)	Parameter	Dispersion
1550	(ps/(nm.Km))	≤ 18.0



Connector

Table 6. nbn™ connector specification

Type	Parameter	Average Optical Loss	Maximum Optical Loss	Optical Return Loss
SC/APC 8°	dB	0.23	0.3	≥ 65

Note :- The loss values above are for 2 mated connectors.

