

Service Description

# NBN Co Platform Interfacing Service

Wholesale Broadband Agreement



**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

# Service Description - NBN Co Platform Interfacing Service

This document applies to a Wholesale Broadband Agreement if the Head Terms are version 2.0, 2.1 or 2.2.



NBN Co Networks: Fibre, Wireless, FTTB and FTTN



| Version | Description  | Effective Date                                    |
|---------|--|---|
| 2.0     | Issued on 9 December 2013  | Execution Date                                    |
| 2.1     | Test & diagnostic key business transactions and Transaction Manager notified on 12 December 2014 | 30 January 2015                                   |
| 2.2     | NEBS supplied by means of the NBN Co FTTN Network published on 4 September 2015                  | Later of 18 September 2015 and the Execution Date |

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## Environment

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

## Introduction

This document describes the NBN Co Platform Interfacing Service which enables customers to connect to, and interface with, the NBN Co Platform in order to perform certain Key Business Transactions in relation to certain products and services supplied by NBN Co.

The NBN Co Platform Interfacing Service comprises B2B Access and NBN Co Service Portal, which Customer may use individually or together.

NBN Co will supply the NBN Co Platform Interfacing Service from the NBN Co Data Centre at Ultimo, New South Wales, NBN Co Data Centre at Springfield, Queensland and any other locations notified by NBN Co to Customer from time to time.

## NBN Co Platform Interfacing Service Roadmap

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

### Part A: Key Business Transactions

Part A describes the types of Key Business Transactions which Customer may perform through the NBN Co Platform Interfacing Service.

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### Part B: Service Elements

Part B describes the two Service Elements of the NBN Co Platform Interfacing Service.

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### Part C: Operation of the NBN Co Platform Interfacing Service

Part C describes the procedures NBN Co will adopt when the NBN Co Platform Interfacing Service is not Operational, NBN Co's and Customer's general obligations and conditions of use in respect of the NBN Co Platform Interfacing Service.

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## Part A: Key Business Transactions

### 1. Key Business Transactions

*This section 1 describes the Key Business Transactions that Customer may perform through the NBN Co Platform Interfacing Service and Monitored Transactions for the purposes of the Transaction Manager.*

#### 1.1 Key Business Transactions:

| Key Business Transaction       | Description  |
|--------------------------------|--|
| Activation Transactions        | Address Enquiries  |
|                                | Site Qualification Enquiries                             |
|                                | Order Feasibility Checks (B2B Access only)               |
|                                | submission of Connect, Modify, or Disconnect orders      |
|                                | amendment of an order being processed                    |
|                                | tracking of orders being processed                       |
|                                | in the case of B2B Access only, Order Feasibility Checks |
| Appointment Transactions       | Appointment availability enquiries                       |
|                                | Appointment reservation                                  |
|                                | tracking of Appointments being processed                 |
|                                | amendment of an Appointment being processed              |
| Assurance Transactions         | submission of Trouble Tickets                            |
|                                | amendment of a Trouble Ticket being processed            |
|                                | tracking of Trouble Tickets                              |
| Billing Transactions           | notification of summary invoices                         |
|                                | notification of billing event or adjustment files        |
|                                | retrieval of historical billing information              |
| Test & Diagnostic Transactions | submission of Diagnostic Status Tests or Network Tests   |
|                                | tracking of Diagnostic Status Tests or Network Tests     |

#### 1.2 Monitored Transactions

Monitored Transactions comprise the following Key Business Transactions:

- (a) Test & Diagnostic Transactions.

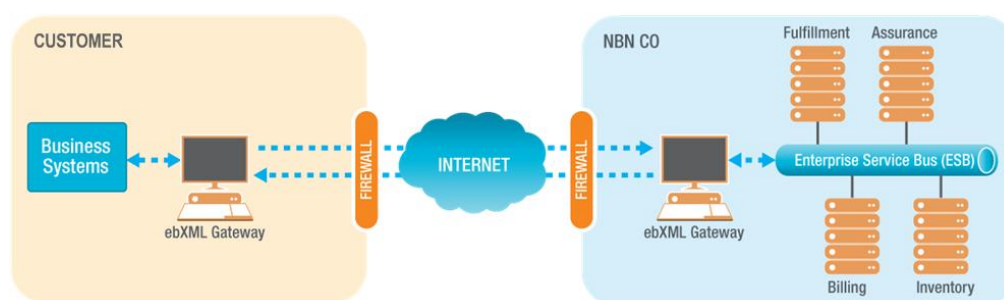
## Part B: Service Elements

### 2. B2B Access

This section 2 describes B2B Access and specifies the conditions that apply to the supply of that Service Element.

#### 2.1 B2B Access

- (a) **B2B Access** enables Customer and NBN Co to perform supported Key Business Transactions using their own operations support systems and billing support systems by exchanging encrypted and digitally-signed messages over the Internet using ebXML between ebXML-compliant gateway servers hosted by Customer and NBN Co respectively.
- (b) The following diagram illustrates that exchange of messages between the Customer B2B Gateway and NBN Co B2B Gateway:



- (c) If NBN Co supplies Customer with B2B Access, each party must comply with the B2B Specifications applicable to that supply.
- (d) NBN Co will support each Major B2B Interface Version for at least 12 months after the publication of the 'NBN Co Platform Interfacing Service B2B Access Release Note' which introduces the next Major B2B Interface Version.
- (e) Customer may in its discretion continue to use, or update to, any B2B Interface Version that NBN Co makes available and supports at that time as part of B2B Access.
- (f) B2B Access does not include direct access to or direct use of NBN Co's core systems or the functionality of NBN Co's core systems.

#### 2.2 Conditions

- (a) Customer's platforms and systems must comply with the Collaboration Protocol Agreement.
- (b) Customer must:
- (i) provide to NBN Co all information reasonably required and requested by NBN Co to create the Collaboration Protocol Agreement and any digital certificates and security protocols to be used in connection with B2B Access;
  - (ii) acquire, install, host, operate and maintain the Customer B2B Gateway and integrate that gateway with Customer's operation support systems and billing support systems in accordance with the requirements of the B2B Specifications;
  - (iii) establish and maintain, at its cost, Internet and other connectivity between the Customer B2B Gateway and the NBN Co B2B Gateway to facilitate B2B Access;

- (iv) on request by NBN Co, use reasonable endeavours to make available to NBN Co, Customer Personnel with subject matter expertise to support any root cause analysis and incident resolution that may be performed by NBN Co in connection with interoperability issues;
- (v) manage digital certificates as Confidential Information of NBN Co; and
- (vi) use all security protocols required in connection with B2B Access in accordance with the requirements of the B2B Specifications.

## 3. NBN Co Service Portal

*This section 3 describes the NBN Co Service Portal and specifies the conditions that apply to the supply of that Service Element.*

### 3.1 NBN Co Service Portal

- (a) The **NBN Co Service Portal** enables Customer and NBN Co to perform supported Key Business Transactions over the Internet using a web-based portal provided by NBN Co.
- (b) NBN Co Service Portal does not include direct access to or direct use of NBN Co's core systems or the functionality of NBN Co's core systems.
- (c) Use of the NBN Co Service Portal is subject to the NBN Co Service Portal Terms and Conditions, which may be updated by NBN Co from time to time.

### 3.2 Conditions

Customer must:

- (a) ensure that each Delegated Administrator and each Authorised User agrees to, and complies with, the NBN Co Service Portal Terms and Conditions.
- (b) provide to NBN Co all information reasonably required and requested by NBN Co to implement security protocols that are used in connection with the NBN Co Service Portal;
- (c) on request by NBN Co, use reasonable endeavours to make available to NBN Co, Customer Personnel who are subject matter experts to support any root cause analysis and incident resolution that may be performed by NBN Co in connection with Customer's access to or use of the NBN Co Service Portal; and
- (d) acquire and maintain, at its cost, Internet connectivity to facilitate Customer's access to the NBN Co Service Portal.

## Part C: Operation of the NBN Co Platform Interfacing Service

### 4. NBN Co Platform Workarounds

*This section 4 sets out the procedure NBN Co will adopt when the NBN Co Platform Interfacing Service is not Operational.*

#### 4.1 Consequences of NBN Co Platform Interfacing Service not being Operational

- (a) If NBN Co determines at any time that any part of the NBN Co Platform Interfacing Service is not Operational, NBN Co:
- (i) will:
    - (A) notify Customer as soon as practicable;
    - (B) where reasonably practicable to do so, consult with, and consider any feedback given by, Customer in relation to any workarounds that NBN Co proposes to implement during the period that an affected part of the NBN Co Platform Interfacing Service is not Operational;
    - (C) use reasonable endeavours to:
      - (1) ensure that any proposed workarounds are consistent with the processes set out in this Agreement; and
      - (2) minimise any adverse impact of the proposed workaround on Customer; and
    - (D) notify Customer of any workarounds (**NBN Co Platform Workarounds**) that NBN Co will implement during the period that an affected part of the NBN Co Platform Interfacing Service is not Operational; and
  - (ii) may suspend Customer's use of the NBN Co Platform Interfacing Service or part thereof.
- (b) Customer must comply with NBN Co Platform Workarounds.

#### 4.2 Reinstatement of NBN Co Platform Interfacing Service

- (a) NBN Co will make a determination that the NBN Co Platform Interfacing Service is Operational as soon as NBN Co considers that it is Operational. As soon as is reasonably practicable after making that determination NBN Co will:
- (i) notify Customer; and
  - (ii) reinstate Customer's use of the NBN Co Platform Interfacing Service.
- (b) Any relevant NBN Co Platform Workarounds will immediately cease to have effect on and from the time specified in the notice given by NBN Co that the NBN Co Platform Interfacing Service is Operational, except that NBN Co may continue to process in-progress orders accordance with the NBN Co Platform Workarounds.

## 5. General obligations

*This section 5 specifies NBN Co's and Customer's general obligations and conditions of access to and use of the NBN Co Platform Interfacing Service.*

### 5.1 NBN Co Platform-Related Software

- (a) Customer must, in accordance with NBN Co's instructions, install and implement any NBN Co Platform-Related Software (and any upgrades or updates released by NBN Co or its licensors) provided by NBN Co as part of the NBN Co Platform Interfacing Service and successfully complete all testing required by NBN Co.
- (b) Customer must not:
  - (i) access or interfere with NBN Co's core systems or the functionality of NBN Co's core systems (or attempt to do so);
  - (ii) change or otherwise interfere with the NBN Co Platform, the NBN Co Platform Interfacing Service or the NBN Co Platform-Related Software (except in the ordinary course of using or configuring the NBN Co Platform Interfacing Service or the NBN Co Platform-Related Software in accordance with this Service Description);
  - (iii) copy, or attempt to copy, any part of the NBN Co Platform Interfacing Service or the NBN Co Platform-Related Software (or any of the data accessible through the NBN Co Platform Interfacing Service or the NBN Co Platform-Related Software), except for:
    - (A) copying:
      - (1) business-to-business messages generated or transmitted by, on or through the NBN Co Platform Interfacing Service as a result of the performance of Key Business Transactions;
      - (2) operational information made available by NBN Co to Customer through the NBN Co Service Portal and relating specifically to the performance of Key Business Transactions;
      - (3) any NBN Co Platform-Related Software for testing purposes approved by NBN Co in writing; or
      - (4) any NBN Co Platform-Related Software that may be inherent in the design of the normal operation of that software; or
    - (B) making a single copy of any NBN Co Platform-Related Software for back-up purposes;
  - (iv) reverse engineer, decompile or access the source code of the NBN Co Platform Interfacing Service, the NBN Co Platform-Related Software or NBN Co's core systems or the functionality of NBN Co's core systems, or attempt to do so; or
  - (v) and must procure its Downstream Customers do not, perform any:



- (A) data mining or similar activities on or through the use of the NBN Co Platform Interfacing Service or the NBN Co Platform-Related Software; or
- (B) activity with respect to the FNN/ULL Data which is not consistent with the terms of section 5.6 of this document.

## 5.2 Authorised Use and Security

- (a) Customer must keep secure, confidential and protect from unauthorised use any usernames, passwords and digital certificates (all of which are the Confidential Information of NBN Co) provided to or used by Customer in connection with the NBN Co Platform Interfacing Service or the NBN Co Platform-Related Software.
- (b) Customer is responsible for any and all use of the NBN Co Platform Interfacing Service and the NBN Co Platform-Related Software supplied by NBN Co by its authorised users or other third parties acting on behalf of Customer.
- (c) Customer may only use the NBN Co Platform Interfacing Service for the purpose of performing Customer's Key Business Transactions and for purposes approved by NBN Co in writing.

## 5.3 Site Qualification Information and Order Feasibility Information

- (a) Section 5.6 of this document governs the terms on which the Site Qualification Information and Order Feasibility Information which contains FNN/ULL Data may be accessed, used or disclosed by Customer and Downstream Customers.
- (b) Subject to section 5.3(a) and 5.6, Customer may only use:
  - (i) Site Qualification Information for:
    - (A) determining whether a Product is available in respect of a Premises or location;
    - (B) developing and planning the supply of Customer Products;
    - (C) choosing whether to place an order for a Product;
    - (D) marketing the supply of Customer Products; and
    - (E) any other purposes approved by NBN Co in writing; and
  - (ii) Order Feasibility Information for:
    - (A) determining whether Customer is able to place an order through the NBN Co Platform Interfacing Service in accordance with this Agreement;
    - (B) developing and planning orders for Products through the NBN Co Platform Interfacing Service; and
    - (C) any other purposes approved by NBN Co in writing.
- (c) Subject to section 5.3(a) and 5.6, Customer must not disclose Site Qualification Information or Order Feasibility Information to any third party, except where the third party is:
  - (i) a current or prospective Designated End User in respect of whom the Site Qualification Information or Order Feasibility Information applies;
  - (ii) a Downstream Customer that is a Carrier, Carriage Service Provider, Content Service Provider or Specified Utility engaging in a related Specified Activity; or

- (iii) Customer Personnel,

and such disclosure is made in accordance with clause D1 of the Head Terms.

## 5.4 Third Party Address Data supplied by PSMA

- (a) Site Qualification Information and Order Feasibility Information may each contain Third Party Address Data supplied by PSMA. Third Party Address Data supplied by PSMA is the Confidential Information of NBN Co, and is licensed to NBN Co by PSMA.
- (b) NBN Co grants Customer a non-exclusive, royalty-free, non-transferable licence for the Term to use, modify and reproduce Third Party Address Data supplied by PSMA internally within Customer's business, solely to the extent required for Customer (directly or through its Personnel) to supply, market and promote Customer Products.
- (c) Customer must prominently display an acknowledgement of PSMA's ownership of Third Party Address Data supplied by PSMA on any copy or reproduction of it.
- (d) Customer must not:
  - (i) disclose Third Party Address Data supplied by PSMA to any third party except in accordance with clauses D1.2(c)(i) or D1.2(vii) of the [Head Terms](#); or
  - (ii) make any changes to any spatial co-ordinates contained in the Third Party Address Data supplied by PSMA.
- (e) Customer must, on 10 Business Days notice, allow NBN Co to, and in respect of Personnel, ensure that NBN Co can, inspect, or appoint one or more auditors to inspect, any premises, systems, networks, documents, records, practices (including practices for physical security, business continuity plans and network, systems and processes that impact revenue assurance procedures) and any other relevant matter to the extent necessary for NBN Co to, acting reasonably, audit whether the Customer has complied with this Agreement with regard to Third Party Address Data supplied by PSMA. Customer must cooperate with NBN Co to assist NBN Co with any audit under this section 5.4(e). Customer must maintain proper records in relation to Customer's use of Third Party Address Data supplied by PSMA, and retain those records for a minimum of 6 years.
- (f) NBN Co may, if it becomes aware of or suspects that Customer's conduct, or that of its Personnel, with respect to Third Party Address Data supplied by PSMA is in breach of this Agreement or would cause NBN Co to be in breach of the terms on which it licenses Third Party Address Data, take any reasonable remedial action to prevent such breaches, including suspending access to or use of Third Party Address Data supplied by PSMA.

## 5.5 Telstra Address Data

- (a) Site Qualification Information and Order Feasibility Information may each contain Telstra Address Data. Telstra Address Data is the Confidential Information of NBN Co, and is provided to NBN Co by Telstra.
- (b) NBN Co grants Customer a non-exclusive, royalty-free, non-transferable licence for the Term to use, modify and reproduce Telstra Address Data internally within Customer's business, solely to the extent required for Customer (directly or through its Personnel) to supply, market and promote Customer Products.
- (c) In addition to the obligations and limitations in clause D1 of the [Head Terms](#), Customer must not do any of the following things with respect to Telstra Address Data:
  - (i) use or disclose Telstra Address Data to carry on or be involved in any digital mapping business in Australia or publish or make available any addressing index or similar product in Australia;
  - (ii) disclose Telstra Address Data to any entity or person who carries on or is involved in any digital mapping business in Australia or who collates or makes available any

addressing index or similar product in Australia, for the purpose of or for inclusion in any digital mapping product, addressing index or similar product; or

- (iii) use or disclose Telstra Address Data in breach of the security requirements of a Government Agency engaged in national security or critical infrastructure protection or in breach of requirements otherwise imposed on NBN Co or Telstra by law, in each case, as notified by NBN Co to Customer.
- (d) NBN Co may, if it becomes aware of or suspects that Customer's conduct, or that of its Personnel, with respect to Telstra Address Data is in breach of this Agreement or would cause NBN Co to be in breach of the terms on which it licenses Telstra Address Data, take any reasonable remedial action to prevent such breaches, including suspending access to or use of Telstra Address Data.

## 5.6 FNN/ULL Data

- (a) Site Qualification Information and Order Feasibility Information may each contain FNN/ULL Data. Customer acknowledges that:
  - (i) FNN/ULL Data contains third party data and, for the purposes of this Agreement, is the Confidential Information of NBN Co;
  - (ii) the access to, use and disclosure of FNN/ULL Data is restricted in accordance with this section 5.6; and
  - (iii) NBN Co's ability to give access to FNN/ULL Data, and NBN Co's obligations under this Agreement, in respect of FNN/ULL Data are dependent on and subject to NBN Co having (and continuing to have) contractual rights of access to and use of the FNN/ULL Database and to NBN Co's rights under contract and at law to permit access and use of FNN/ULL Data to Customer.
- (b) NBN Co grants Customer a non-exclusive, royalty-free, non-transferable licence for the Term to use FNN/ULL Data on a per transaction basis:
  - (i) from an Enhanced Site Qualification Enquiry, solely for a purpose or use connected with, an order placed or anticipated to be placed by Customer (directly or through its Personnel) under this Agreement for the prospective supply by NBN Co of a Product to Customer in relation to the End User who has provided a Customer Authority (directly or indirectly) to Customer that is applicable to the Premises or other location that is the subject of an Enhanced Site Qualification Enquiry; and
  - (ii) from a Site Qualification Enquiry that is not an Enhanced Site Qualification Enquiry, for a purpose or use connected with the supply or prospective supply by Customer of a Customer Product by means of the NBN Co FTTB Network or NBN Co FTTN Network.
- (c) Customer may sub-license the rights granted to it under section 5.6(b) to any of its Downstream Customers that is not an End User and is undertaking the activities described in clauses 5.6(b)(i) and 5.6(b)(ii) (**sub-licensee**), provided that:
  - (i) any sub-licence to such Downstream Customer is limited solely to the extent required for such Downstream Customers to use FNN/ULL Data for the purposes specified in clauses 5.6(b)(i) and 5.6(b)(ii) (with the right to further sub-licence solely to the extent necessary to enable any further Downstream Customer that is not an End User and is undertaking the activities described in clauses 5.6(b)(i) and 5.6(b)(ii) to use the FNN/ULL Data for such purposes);
  - (ii) Customer remains liable for each act and/or omission of all such sub-licensees in connection with the exercise of such sub-licence as though it were an act and/or omission of Customer; and

- (iii) procures that its sub-licensees are subject to the same binding obligations as Customer under this clause 5.6.
- (d) The licence granted in clause 5.6(b) and the right to sub-licence conferred by clause 5.6(c) does not include the right to, and Customer must not and must procure that its Downstream Customers do not:
  - (i) use FNN/ULL Data for marketing purposes;
  - (ii) use or retain (including by way of caching) FNN/ULL Data for the purpose of creating a database of FNN/ULL Data to be used by Customer or any other person, except in order to:
    - (A) retain FNN/ULL Data to the extent required by law; and/or
    - (B) use and retain the FNN/ULL Data solely for the purposes permitted by the licence granted in clause 5.6(b)(i) and the sub-licence in 5.6(c)(c)(i) (to the extent that sub-licence is applicable to clause 5.6(b)(i)).
- (e) Customer must not, and must procure that its Downstream Customers do not, disclose FNN/ULL Data to any third party except in the case of:
  - (i) an Enhanced Site Qualification Enquiry:
    - (A) the relevant Line Status to a current or prospective Designated End User who has provided a Customer Authority applicable to the Premises or other location that is the subject of an Enhanced Site Qualification Enquiry; and/or
    - (B) a Downstream Customer that is not an End User and is undertaking the activities described in clauses 5.6(b)(i) only;
  - (ii) a Site Qualification Enquiry that is not an Enhanced Site Qualification Enquiry:
    - (A) the relevant Line Status to a current or prospective Designated End User; and/or
    - (B) a Downstream Customer that is that is not an End User and is undertaking the activities described in clauses 5.6(b)(i) and 5.6(b)(ii),and such disclosure is made in accordance with clause D1 of the [Head Terms](#) and only for the limited purpose set out in clause 5.6(b) or 5.6(c) (as the case may be);
- (f) Customer must:
  - (i) on at least 10 Business Days' notice, allow NBN Co or any person authorised by NBN Co to, inspect any premises, systems, networks, documents, records, practices (including practices for physical security, business continuity plans and network, systems and processes that impact revenue assurance procedures) and any other relevant matter to the extent necessary for NBN Co to, acting reasonably, audit whether the Customer has complied with this Agreement with regard to FNN/ULL Data;
  - (ii) cooperate, and procure that its Personnel are available and cooperate, with NBN Co to assist NBN Co with any audit under this section 5.6(f); and
  - (iii) maintain proper records in relation to Customer's access to, and use and disclosure of, FNN/ULL Data, and retain those records for a minimum of 7 years.
- (g) Customer, if it becomes aware of or suspects that Customer's conduct, or that of its Personnel, or of its Downstream Customer or their Personnel, with respect to FNN/ULL Data is, or would be, in breach of this Agreement, must promptly notify NBN Co in writing, giving full details, and take all steps reasonably necessary to minimise and mitigate any Loss to NBN Co and to preserve the confidentiality of the FNN/ULL Data. Customer must, and

procure that its Downstream Customers must, cooperate with NBN Co to take all steps reasonably necessary to minimise and mitigate any Loss to NBN Co and to preserve the confidentiality of the FNN/ULL Data;

- (h) NBN Co may, if it becomes aware of or suspects that the access, use or disclosure of FNN/ULL Data pursuant to this clause 5.6 is not permitted under contract or law, that Customer's conduct (or that of its Personnel or Downstream Customer) with respect to FNN/ULL Data is in breach of this Agreement or would cause NBN Co to be in breach of the terms on which it is permitted to provide Customers with access to FNN/ULL Data or any law, take any reasonable remedial action to prevent or mitigate such breaches, including suspending Customer's access to or use of the NBN Co Site Qualification System, Site Qualification Information, Enhanced Site Qualification Enquiries and/or FNN/ULL Data.
- (i) Access by Customer to FNN/ULL Data may be suspended from time to time:
  - (i) for planned or unplanned maintenance, update or upgrade works to the FNN/ULL Database; or
  - (ii) as a result of a suspension of NBN Co's right to access and use the FNN/ULL Data, and/or NBN Co's contractual rights to pass on those rights of access and use to Customer,

NBN Co will provide Customer notice of such suspension as soon as is feasible in the circumstances and, if feasible, before the start of the suspension of access.

- (j) If NBN Co's rights of access or use, or obligations in respect of, FNN/ULL Data under contract or law are varied or terminated for any reason, then:
  - (i) if NBN Co is unable to provide or continue to provide the FNN/ULL Data on terms that are reasonably acceptable to NBN Co, that variation or termination will constitute a Force Majeure Event; and/or
  - (ii) NBN Co may vary or terminate supply of FNN/ULL Data to Customer; and/or
  - (iii) Customer must comply with NBN Co's directions relating to Customer's access to FNN/ULL Data.
- (k) NBN Co:
  - (i) makes no warranty as to the accuracy, completeness or fitness for purpose of the FNN/ULL Data; and
  - (ii) to the maximum extent permitted by law, disclaims all liability for any Loss suffered by any person using, disclosing or acting on the FNN/ULL Data whether the Loss arises in relation to, in connection with or as a result of any negligence, default or lack of care on the part of NBN Co or any of its Representatives, or from any misrepresentation or any other cause.
- (l) Customer:
  - (i) unconditionally and irrevocably releases NBN Co, Telstra and its Representatives from any liability which (notwithstanding the disclaimer in clause 5.6(k)) may arise, whether directly or indirectly; and
  - (ii) must not, and must impose as a condition of the sub-licence described in clause 5.6(c), that each Downstream Customer agrees not to, bring any claim against NBN Co or Telstra,

in relation to, in connection with, or as a result of the use of the FNN/ULL Data or any reliance placed by any person on any FNN/ULL Data or the non-disclosure of any information regardless of its form, including any liability resulting from any negligence, default or lack of care on the part of NBN Co, Telstra or any of its Representatives or from any misrepresentation or any other cause.

- (m) Customer irrevocably consents, and must procure the irrevocable consent of its relevant Related Bodies Corporate, Downstream Customers and their Related Bodies Corporate (together the **consenting party**), to NBN Co:
- (i) disclosing to Telstra or an Other NBN Co Customer, and to Telstra disclosing to any third party (including an Other NBN Co Customer or their downstream customers) the consenting party's EPID Code and any relevant ULL ID or other information relating to the consenting party's personal particulars or affairs, or carriage services supplied or intended to be supplied to another person by the consenting party relevant to the actual or prospective supply by NBN Co of a Product to Customer, Downstream Customers or their Related Bodies Corporate or services to an Other NBN Co Customer or their downstream customers or their Related Bodies Corporate under an Other Wholesale Broadband Agreement; and
  - (ii) or an FTTB/FTTN Installer carrying out any FTTB/FTTN Installation Activity necessary to supply the relevant service to Customer, its relevant Related Bodies Corporate, Downstream Customers; their Related Bodies Corporate or that Other NBN Co Customer.

The consents given under this section 5.6(m) survive the termination or expiry of this Agreement.

## 6. Transaction Manager

*This section 6 describes how NBN Co may monitor and deprioritise the processing of, and responses to, particular transactions on the NBN Co Platform Interfacing Service in certain circumstances.*

- (a) NBN Co may impose a Transaction Quota for each type of Monitored Transaction.
- (b) If, in a Transaction Window, Customer submits Monitored Transactions to the NBN Co Platform Interfacing Service which:
  - (i) exceed the Transaction Warning Threshold for that type of Monitored Transaction, NBN Co will notify Customer;
  - (ii) exceed the Transaction Quota for that type of Monitored Transaction, NBN Co will indicate that the Transaction Quota has been exceeded using a visual indicator via the NBN Co Service Portal and:
    - (A) in Transaction Manager Phase One, NBN Co will notify Customer; and
    - (B) in Transaction Manager Phase Two, NBN Co will notify Customer and deprioritise further transactions of that type of Monitored Transaction; and
  - (iii) are less than the Transaction Deactivation Threshold (after Customer's Monitored Transactions have exceeded the Transaction Quota during that Transaction Window), NBN Co will notify Customer and, in Transaction Manager Phase Two reprioritise further transactions of that type of Monitored Transaction.
- (c) Monitored Transactions measured under this section 6 are measured across all Monitored Transactions submitted by Customer to the NBN Co Platform Interfacing Service through both B2B Access and the NBN Co Service Portal.
- (d) NBN Co may delay its response to a Monitored Transaction which has been deprioritised under section 6(b)(ii)(B).