



14 December 2021

Hello,

## **nbn™ Business Satellite Services (BSS) Strengthen Telecommunications Against Natural Disasters (STAND) Program**

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

Subject to the terms and conditions of this letter agreement, Customer may obtain business grade disaster recovery satellite services under the BSS-ILA to support emergency services organisations or Government Agencies in the event of natural disaster or emergency (**STAND Program**).

### **Action required**

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

If you have any questions about this letter agreement, please email [contractmanager@nbnco.com.au](mailto:contractmanager@nbnco.com.au).



## A. General

1. Customer must be a party to a BSS-ILA and, at all such times, be fully compliant with the terms of that BSS-ILA.
2. Any capitalised term used but not defined in this letter agreement, has the meaning given to that term, in the following order of precedence:
  - a. in the standard form of access agreement version of the:
    - i. BSS-ILA; and
    - ii. WBA,as published on **nbn**'s Website from time to time; and
  - b. the BSS-DCR.

## B. Eligible **nbn**<sup>™</sup> BSS STAND Services

3. Subject to the terms of this letter agreement, Customer may order Eligible **nbn**<sup>™</sup> BSS STAND Services within the Ordering Window.
4. If, as at the Start Date, Customer is taking supply of any "Eligible **nbn**<sup>™</sup> BSS STAND Services" as described in the "**nbn**<sup>™</sup> BSS STAND Waiver" formerly available under the BSS-DCR, these services will be deemed as Eligible **nbn**<sup>™</sup> BSS STAND Services and will be subject to the terms of this letter agreement on and from the Start Date.
5. Customer acknowledges and agrees that Eligible **nbn**<sup>™</sup> BSS STAND Services supplied in accordance with this letter agreement can only be used where redundant connectivity is required by Customer in the event of a natural disaster or emergency affecting the Designated Locations to which such Eligible **nbn**<sup>™</sup> BSS STAND Services are supplied.
6. **nbn** may reject a request for the supply of an Eligible **nbn**<sup>™</sup> BSS STAND Service, if due to network capacity constraints, the Eligible **nbn**<sup>™</sup> BSS STAND Service impacts other **nbn**<sup>™</sup> BSS Ordered Products.
7. **nbn** may decline to provide an **nbn**<sup>™</sup> BSS STAND Waiver:
  - a. three years after the order for that Eligible **nbn**<sup>™</sup> BSS STAND Service has been completed; or
  - b. if **nbn** becomes aware that the Eligible **nbn**<sup>™</sup> BSS STAND Service is being used for a purpose other than providing redundancy connectivity to support a natural disaster or emergency event.

## C. Process

8. Customer may elect for **nbn** to, on behalf of Customer, manage assurance and technical enquiries relating to the Eligible **nbn**<sup>™</sup> BSS STAND Service directly with the relevant End User (**Heightened Support Option**). This includes troubleshooting and triaging any performance or technical issues with such End Users.
9. If Customer selects the Heighted Support Option, Customer must:



- a. advise End Users to raise assurance and technical queries via the BSS STAND number on 1300 626 267 (or such other contact channel notified by **nbn** from time to time); and
  - b. raise Trouble Tickets where **nbn** notifies Customer this is required.
10. For clarity, if Customer does not select the Heightened Support Option, Customer will manage all assurance and technical enquiries with End Users.
11. **nbn** may survey End Users at Designated Locations in relation to their experience and use of the Customer Products that rely on Eligible **nbn**<sup>™</sup> BSS Stand Services as inputs.
12. Customer must support and assist **nbn** with the activities within the STAND Program including by:
  - a. notwithstanding paragraph 10, assisting **nbn** with contacting End Users (where required by **nbn**, acting reasonably);
  - b. providing feedback, for the purposes of improving the products, processes or procedures that are the subject of **nbn**'s participation in the Commonwealth's Strengthening Telecommunications Against Natural Disasters Program. and
  - c. providing information about Customer's experience, and the experience of End Users, and the use and performance of the Eligible **nbn**<sup>™</sup> BSS STAND Service as reasonably requested by **nbn** for the purposes of reporting to the Commonwealth on the Strengthening Telecommunications Against Natural Disasters Program.
13. Customer consents to **nbn** sharing Customer's Confidential Information with the Commonwealth as represented by the Department of Industry, Science, Energy and Resources for the purposes of **nbn**'s participation in the Commonwealth's Strengthening Telecommunications Against Natural Disasters Program.

#### D. Service Levels

14. No Service Levels or Rebates will apply in respect of the supply of an Eligible **nbn**<sup>™</sup> BSS STAND Service or other activities under this letter agreement.
15. **nbn** may interrupt the supply of an Eligible **nbn**<sup>™</sup> BSS STAND Service and any such interruption will not constitute an Outage or a Service Fault.

#### E. Transition to supply on a paid basis

16. Prior to the Expiry Date, Customer may request that **nbn** transitions the supply of any Eligible **nbn**<sup>™</sup> BSS STAND Service such that the Eligible **nbn**<sup>™</sup> BSS STAND Service is supplied on a paid basis under and subject to the BSS-ILA (each, a **Transitioning Service**).
17. If **nbn**, in its discretion, accepts a request made by Customer under paragraph 15, then on and from the date of such acceptance:
  - a. subject to this paragraph 16, each Transitioning Service and any processes or activities undertaken in connection with each Transitioning Service will be supplied without further action by either party;



- b. the **nbn**<sup>™</sup> BSS STAND Waiver will no longer apply to each Transitioning Service;
  - c. the limitations set out in Part D will no longer apply to each Transitioning Service; and
  - d. the Heightened Support Option will no longer be available in respect of each Transitioning Service, and Customer may not select the Heightened Support Option for any Transitioning Service.
18. A party may, exercise rights accrued under this agreement to the extent that it is required to give effect to the transition contemplated by the parties in paragraphs 14 and 15.

## F. Charges and waivers

19. **nbn** waives the following Charges and amounts payable in respect of each Eligible **nbn**<sup>™</sup> BSS STAND Service (the **nbn**<sup>™</sup> BSS STAND Waiver):
- a. Charges for the VSAT NTD, and any VSAT Mounting Equipment, supplied in connection with that Eligible **nbn**<sup>™</sup> BSS STAND Service;
  - b. Charges in connection with the Installation and activation of that Eligible **nbn**<sup>™</sup> BSS STAND Service;
  - c. any applicable Charges for Access Components and Disaster Recovery as set out in sections 1 and 8 of the BSS-ILA Price List (respectively);
  - d. recurring Charges for Operational Assurance Service;
  - e. Charges in connection with service modification and service management set out in sections 20 and 21 of the BSS-ILA Price List (respectively); and
  - f. any Early Termination Payments that Customer may be liable to pay in accordance with the BSS-ILA Price List.
20. **nbn** will provide Customer the **nbn**<sup>™</sup> BSS STAND Waiver by omitting or listing as not payable the waived Charges or amounts in Customer's invoices.

## G. Definitions

21. **Designated Location** means a Premises designated by **nbn**, or as agreed between **nbn** and an emergency services organisation or Government Agencies, to be a Premises used in the provision of any services notified by **nbn** to Customer as being emergency services.
22. **Eligible nbn**<sup>™</sup> **BSS STAND Service** means an **nbn**<sup>™</sup> VISP Ordered Product where Customer has elected to acquire an optional Disaster Recovery Product Feature that has been validly ordered by Customer:
- a. with the 30/5 Mbps Forward/Return bandwidth profile;
  - b. where the "30/5 SDR Plan" is selected by Customer on the **nbn**<sup>™</sup> BSS Portal;
  - c. with the Assurance – Bronze Operational Assurance Service;
  - d. that enables Customer to supply a Carriage Service or Content Service to a Designated Location;



- e. where the order is placed within the Ordering Window; and
  - f. to be supplied for a minimum period of three (3) years from the date the order for the relevant **nbn™** VISP Ordered Product is completed.
23. **Expiry Date** means 30 June 2025.
24. **Heightened Support Option** has the meaning given to that term in paragraph 7.
25. **nbn™ BSS STAND Waiver** has the meaning given to that term in paragraph 17.
26. **Ordering Window** means the period from 15 March 2021 and ending on 31 March 2022 (or such other subsequent end date notified by **nbn** from time to time).
27. **Start Date** has the meaning given to that term in paragraph 27.a.
28. **Transitioning Service** has the meaning given to that term in paragraph 15.

## H. Term and termination

29. This letter agreement:
- a. commences on the date on which it is signed by Customer and returned to **nbn (Start Date)**; and
  - b. expires on the Expiry Date, unless extended or terminated earlier by **nbn** in accordance with paragraph 29,
- (Term)**.
30. **nbn** may:
- a. amend this letter agreement on 15 days' written notice to Customer;
  - b. terminate this letter agreement on 30 days' written notice to Customer;
  - c. terminate this letter agreement in order to comply with any lawful order, instruction or request of a Regulator or Government Agency; or
  - d. terminate this letter agreement with immediate effect, if **nbn** determines that Customer has not complied with the terms of this letter agreement.
31. If **nbn** amends this letter agreement under paragraph 29, Customer may elect to terminate this letter agreement by giving written notice to **nbn** no later than 10 days prior to effective date of the amendment.
32. Clause F13 of the WBA SFAA Head Terms, as that clause is incorporated into the BSS-ILA, is incorporated into this letter agreement as though set out in full with references to:
- a. "Agreement" being read as references to this letter agreement; and
  - b. "Ordered Product" being read as references to an Eligible **nbn™** BSS STAND Service.



## I. General

33. Unless otherwise specified, capitalised terms used in this letter agreement have the meanings given to those terms in:
  - a. the BSS-ILA; and
  - b. any Discounts, Credits and Rebates List that may be provided under that agreement.
34. All charges referred to in this letter agreement are exclusive of GST.
35. Except as expressly specified:
  - a. this letter agreement does not vary the BSS-ILA; and
  - b. all terms and conditions, and processes, under the BSS-ILA (including any standard processes determined by **nbn** from time to time in accordance with clause A3 of the BSS-ILA Head Terms) will continue to apply to the supply of Eligible **nbn**<sup>TM</sup> BSS STAND Services.
36. Nothing in this letter agreement affects the accrued rights and liabilities of either party under the BSS-ILA between **nbn** and Customer.
37. All rights or obligations which expressly or impliedly, by their nature, survive expiry or termination of this letter agreement, will survive expiry or termination of this letter agreement.
38. Clauses H4.5 (Counterparts), H4.10 (Governing law and jurisdiction), H4.13 (Severability) and H4.15 (Waiver) of the WBA SFAA Head Terms, as those clauses are incorporated into the BSS-ILA, are incorporated into this letter agreement as though set out in full with references to "Agreement" being read as references to this letter agreement.

Yours sincerely

Jane Witter

General Manager, Wholesale Supply