



23 November 2021

Hello,

nbn™ Business Satellite Services Master Test Services Program

I refer to the **nbn™ Business Satellite Services Interim Launch Agreement (BSS-ILA)** between **nbn co limited (nbn)** and **[insert Customer name] ABN [insert Customer ABN/ACN] (Customer)**, including the Interim Terms (**BSS-ILA Head Terms**) and the Price List (**BSS-ILA Price List**), that form part of the BSS-ILA.

Subject to the terms and conditions of this letter agreement, **nbn** is now offering Customer the opportunity to designate a limited number of **nbn™ BSS Ordered Products** as “BSS Test Services” for the purpose of conducting testing, demonstration and other development activities.

Action required

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

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



A. nbn™ Business Satellite Services Test Services

Availability of test services

1. Subject to the terms of this letter agreement, during the Term and under the BSS-ILA, Customer may (subject to approval by **nbn**) order certain **nbn**™ BSS Ordered Products:
 - a. up to the maximum number of Ordered Products applicable to the relevant BSS Test Service Variant;
 - b. designated as one of the available BSS Test Service Variants;
 - c. for supply to either a Customer Test Premises or End User Test Premises (as applicable);
 - d. for supply during the Eligible Period applicable to the relevant BSS Test Service Variant; and
 - e. for the purposes of conducting testing, demonstration and other development activities, in accordance with the table below (each, a **BSS Test Service** and together, the **BSS Test Services**).

BSS Test Service Variant	Applies where an nbn ™ BSS Ordered Product is:	Applicable nbn ™ BSS Products	Maximum number of Ordered Products permitted	Eligible Period
RSP-Terminated Test Service	<ul style="list-style-type: none"> designated by Customer at the time of ordering as an “RSP-terminated Test Service”; and supplied to a Customer Test Premises. 	nbn ™ IoT nbn ™ VISP nbn ™ ABSL3 nbn ™ Mobility VISP (from Mobility Product Launch Date) ¹ nbn ™ Mobility Private Network Layer 3 (from Mobility Product Launch Date) ¹	Up to 3 Ordered Products at any one time	Start Date – Expiry Date
End User-terminated Test Service – No ETP	<ul style="list-style-type: none"> designated by Customer at the time of ordering as an “End User-terminated Test Service – No ETP”; and supplied to an End User Test Premises. 	nbn ™ IoT nbn ™ VISP nbn ™ ABSL3 nbn ™ Mobility VISP (from Mobility Product Launch Date) ¹ nbn ™ Mobility Private Network Layer 3 (from Mobility Product Launch Date) ¹	Up to 10 Ordered Products, each supplied for a period of up to 6 months ²	Start Date – 30 September 2022
End User-terminated Test Service – No MRC	<ul style="list-style-type: none"> designated by Customer at the time of ordering as an “End User-terminated Test Service - No MRC”; and supplied to an End User Test Premises. 	nbn ™ IoT nbn ™ VISP nbn ™ ABSL3 (Contended) only nbn ™ Mobility VISP (from Mobility Product Launch Date) ¹ nbn ™ Mobility Private Network Layer 3 (from Mobility Product Launch Date) ¹	Up to 2 Ordered Products, each supplied for a period of up to 6 months ²	Start Date – 30 September 2022



BSS Test Service Variant	Applies where an nbn ™ BSS Ordered Product is:	Applicable nbn ™ BSS Products	Maximum number of Ordered Products permitted	Eligible Period
Industry End User-terminated Test Service	<ul style="list-style-type: none"> designated by Customer at the time of ordering as an “Industry End User-terminated Test Service”; supplied to an End User Test Premises; and the relevant End User operates in an Aligned Industry. 	nbn ™ IoT nbn ™ VISP nbn ™ ABSL3 (Contended) only	Maximum of 5 Ordered Products, 1 per Aligned Industry, each supplied for a period of up to 3 months ³	Start Date – 16 May 2022
Mobility Loan Terminal Test Service (from the Mobility Product Launch Date) ¹	<ul style="list-style-type: none"> designated by Customer at the time of ordering as an “Mobility Loan Terminal Test Service”; approved for a loan terminal by nbn in accordance with paragraph 12; and supplied to a Customer Test Premises or End User Test Premises. 	nbn ™ Mobility VISP nbn ™ Mobility Private Network Layer 3	Subject to terminal availability in accordance with paragraph 12	Mobility Product Launch Date – Expiry Date

Table 1 Orderable BSS Test Services

Notes:

1. Available on and from the Mobility Product Launch Date. See paragraph 2.
 2. After an End User-terminated Test Service – No ETP or End User-terminated Test Service – No MRC has been supplied for a period of 6 months, **nbn** may disconnect that End User-terminated Test Service – No ETP or End User-terminated Test Service – No MRC (as relevant). See paragraph 3.c.ii.
 3. **nbn** may, subject to its discretion and upon request from Customer, supply more than 1 Ordered Product (within the overall maximum of 5 Ordered Products) to a particular Aligned Industry. After an Industry End User-terminated Test Service has been supplied for a period of 3 months, **nbn** may disconnect that Industry End User-terminated Test Service. See paragraph 3.c.ii.
2. If the Start Date is prior to the Mobility Product Launch Date, Customer may not place an order for, and **nbn** is not obliged to supply a BSS Test Service in respect of, any **nbn**™ Mobility VISP and **nbn**™ Mobility Private Network Layer 3 Ordered Product until the Mobility Product Launch Date.



3. Despite anything else in this letter agreement or the BSS-ILA:
 - a. **nbn** may:
 - i. deprioritise the data transfers of any RSP-terminated Test Service; or
 - ii. reduce the maximum data transfer rate of any RSP-terminated Test Service's IAC or BVC (as applicable),

to the extent that **nbn** determines, acting reasonably, is necessary to support the supply of ordered products other than RSP-terminated Test Services, whether for Customer or any Other Customer;
 - b. **nbn** may reject a request for the supply of a BSS Test Service due to network capacity constraints, the impact of the BSS Test Service on other BSS ordered products or for other similar reasons; and
 - c. **nbn** may disconnect a BSS Test Service in the following circumstances:
 - i. upon the expiry of the Eligible Period applicable to that BSS Test Service;
 - ii. in respect of an End User-terminated Test Service – No ETP, the BSS Test Service has been supplied for a duration of 6 months;
 - iii. in respect of an End User-terminated Test Service – No MRC, the BSS Test Service has been supplied for a duration of 6 months; or
 - iv. in respect of an Industry End User-terminated Test Service, the BSS Test Service has been supplied for a duration of 3 months.
4. Customer will be responsible for any costs associated with the disconnection and removal of each BSS Test Service, including the return of any **nbn**TM Equipment and, in the case of any Mobility Loan Terminal Test Service, the return of the VSAT NTD to an address nominated by **nbn**.
5. If an equipment warranty otherwise applies to an **nbn**TM Mobility VISP or **nbn**TM Mobility Private Network Layer 3 Ordered Product under the BSS-ILA, that equipment warranty does not apply in respect of any Mobility Loan Terminal Test Service.

Waivers

6. **nbn** waives its right to require Customer to pay the Charges or amounts under the BSS-ILA in respect of each BSS Test Service as specified in Table 2 below:



BSS Test Service Variant	Applicable waiver(s)		
	Any Monthly Recurring Charges	Any Early Termination Payment that may otherwise be payable by Customer in accordance with the BSS-ILA Price List.	Any Charges for a VSAT NTD or VSAT NTD Mounting Equipment that may otherwise be payable by Customer in accordance with the BSS-ILA Price List.
RSP-Terminated Test Service	✓ ¹	✓	×
End User-terminated Test Service – No ETP	×	✓	×
End User-terminated Test Service – No MRC	✓ ¹	✓	×
Industry End User-terminated Test Service	✓	✓	✓ ²
Mobility Loan Terminal Test Service	×	✓	✓

¹ Except in circumstances where Customer exceeds any applicable the VISIP Test Service Data Usage Allowance Limit in two consecutive Billing Periods, in which case paragraph 7 applies

² Except for VSAT Antenna KA 1.8m Charges

Table 2 Waivers

7. If Customer exceeds any VISIP Test Service Data Usage Allowance Limit, then, in each subsequent Billing Period, **nbn** may require Customer to pay Monthly Recurring Charges for any data usage in excess of the VISIP Test Service Data Usage Allowance Limit in accordance with the BSS-ILA and any applicable Discount, Credit, Rebate or Waiver.
8. For clarity, all other relevant Charges or amounts, including for the Facilities Access Service, B-NNI, equipment, installation and activation, will be payable by Customer as per the BSS-ILA Price List.

Pre-existing test services

9. If, as at the Start Date, Customer is being supplied or had been supplied services under a Prior Letter Agreement or Prior Test Agreement (**Prior Test Services**):
 - a. Customer is deemed to be supplied the Equivalent BSS Test Services in lieu of the Prior Test Services as set out in Table 3 below; and
 - b. the supply of those Equivalent BSS Test Services will be on the terms of this letter agreement from the date of expiry of the Prior Test Agreement (if applicable) or otherwise from the Start Date:



Prior Test Service	Equivalent BSS Test Service
“RSP-terminated Test Service” under the Prior Letter Agreement	RSP-terminated Test Service
“End User-terminated Test Service” under the Prior Letter Agreement	End User-terminated Test Service – No ETP
“Additional End User-terminated Test Service” under the addendum to the Prior Letter Agreement	End User-terminated Test Service – No MRC
Service supplied under the Prior Test Agreement	Where the Prior Test Service is being supplied to a Customer Test Premises, an RSP-terminated Test Service Where the Prior Test Service is being supplied to an End User Test Premises, an End User-terminated Test Service – No ETP

Table 3 Equivalent Test Services

10. To give effect to paragraph 9:
 - a. Customer waives the notice periods specified in paragraph 13 of the Prior Letter Agreement, paragraph 7 of the addendum to that Prior Letter Agreement and section 8.1(c) of the Prior Test Agreement; and
 - b. if **nbn** is supplying more Prior Test Services than the applicable limits set out in Table 1 for the equivalent BSS Test Services, then **nbn** may cease the supply of any such service in excess of those limits (determined by **nbn** in its discretion).
11. Where an BSS Test Service is:
 - a. supplied under a Prior Letter Agreement;
 - b. transitioned to this letter agreement in accordance with paragraph 9; and
 - c. restricted by a period of supply of up to 3 months or 6 months (as applicable) in accordance with Table 1,

that 3-month or 6-month period begins from the Start Date.

Mobility Loan Terminal Test Services

12. If Customer wishes to acquire a Mobility Loan Terminal Test Service, **nbn** must approve the loan of a VSAT NTD to Customer, for a period of time to be specified by **nbn**, over which the Mobility Loan Terminal Test Service would be supplied.
13. Customer acknowledges and agrees that the supply of a Mobility Loan Terminal Test Service is subject to the availability of any VSAT NTD that is required for use in conjunction with that Mobility Loan Terminal Test Service, as determined by **nbn** at the time Customer orders the relevant Ordered Product.



14. Despite anything in the BSS-ILA, title and risk in a VSAT NTD supplied in connection with a Mobility Loan Terminal Test Service will remain with **nbn**.
15. At the end of the relevant period notified by **nbn** in paragraph 12:
 - a. **nbn** will disconnect the BSS Test Service; and
 - b. Customer must ensure that any **nbn**[™] Equipment and VSAT NTD supplied in connection with the Mobility Loan Terminal Test Service is returned to **nbn**, in accordance with any applicable processes specified by **nbn**.
16. Customer must, and must ensure that each End User to whom Customer supplies a Customer Product that relies on a BSS Test Service as an input:
 - a. keep any **nbn**[™] Equipment and, in the case of a Mobility Loan Terminal Test Service, any VSAT NTD provided under this letter agreement:
 - i. fully operational and functional; and
 - ii. in a condition similar to when it was received by Customer or that End User (as the case may be), ordinary wear and tear excepted; and
 - b. comply with any installation, technical and operational standards (including in respect of any hazard management activities), as notified by **nbn** from time to time.

Definitions

17. **Aligned Industry** means any of the following sectors in which the End User is operating and in respect of whom Customer is acquiring a BSS Test Service:
 - a. indigenous affairs;
 - b. agriculture;
 - c. health;
 - d. education; and
 - e. tourism & arts.
18. **BSS Test Service** has the meaning given to that term in paragraph 1.
19. **BSS Test Service Variant** means each of the categories of BSS Test Service as defined in Table 1.
20. **Customer Test Premises** means a location owned or occupied by Customer or Customer's Personnel that is:
 - a. Serviceable in respect of **nbn**[™] BSS; and
 - b. nominated by Customer to receive an RSP-terminated Test Service or Mobility Loan Terminal Test Service;
21. **Eligible Period** means the duration in which **nbn** may supply a BSS Test Service to Customer, as set out in Table 1.



22. **End User Test Premises** means a Premises that is:
 - a. Serviceable in respect of **nbn**TM BSS; and
 - b. not otherwise nominated by Customer to be a Customer Test Premises;
23. **Mobility Product Launch Date** means the Product Launch Date notified by **nbn** in respect of **nbn**TM Mobility VISP or **nbn**TM Mobility Private Network Layer 3 (or both).
24. **Prior Letter Agreement** means the letter agreement titled “**nbn**TM Business Satellite Services Test Services Program”, which Customer may have entered into with **nbn**, as may be supplemented by the associated addendum titled “Addendum – **nbn**TM Business Satellite Services Test Services Program”.
25. **Prior Test Agreement** means the test agreement titled “Test Description: **nbn**TM Business Satellite Services Test Service Program” or “Test Description: **nbn**TM Business Satellite Services Trial Variation” (as applicable), which Customer may have entered into with **nbn**.
26. **Start Date** has the meaning given to that term in paragraph 28.a.
27. **VISP Test Service Data Usage Allowance Limit** means, in respect of an **nbn**TM VISP Ordered Product supplied under this letter agreement as a BSS Test Service:
 - a. 300 GB; and
 - b. if the **nbn**TM VISP Ordered Product is being supplied with the Disaster Recovery Product Feature, 20 GB in respect of the Disaster Recovery Product Feature.

B. Term and termination

28. 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).
29. **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; or
 - c. terminate this letter agreement with immediate effect, if **nbn** determines that Customer or any End User has damaged any VSAT NTD supplied in connection with the Mobility Loan Terminal Test Service or **nbn**TM Equipment.
30. 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.



31. 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 a BSS Test Service.

C. General

32. 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.
33. All charges referred to in this letter agreement are exclusive of GST.
34. 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 the BSS Test Services.
35. Nothing in this letter agreement affects the accrued rights and liabilities of either party under the BSS-ILA or, if applicable, the Prior Letter Agreement between **nbn** and Customer.
36. 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.
37. 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