

Dictionary

nbn[™] Sky Muster[™] Plus Interim Agreement



Dictionary

nbn™ Sky Muster™ Plus Interim Agreement

Version	Description	Effective Date
1.0	First issued version of nbn ™ Sky Muster™ Plus Interim Agreement	Execution Date
1.1	Amendments to introduce 25GB+ Plan, unmetered inclusions changes, Data Block and Top-Up	Unmetered inclusions changes: 1 April 2020 All other changes: 15 May 2020
1.2	Expiry date extended to 7 December 2021	Upon execution of the Variation Agreement
1.3	Amendments in respect of eligibility restriction notified on 1 February 2021	1 March 2021
1.4	Expiry date extended to 7 December 2022	Upon execution of the Variation Agreement

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Environment

nbn asks that you consider the environment before printing this document.

Introduction

This Dictionary contains definitions used in this Agreement.

Other documents which comprise this Agreement also contain additional definitions. Where expressly stated, such additional definitions may replace the definitions in this Dictionary.

Definitions

90 Day Bank Bill Swap Rate means, for any period:

- (a) the rate which is the average of the bid rates shown at or about 10.30 am (Sydney time) on page "BBSY" on the Reuters Monitor System on the first day of that period for a term equal to 90 days; and
- (b) if:
 - (i) the page referred to in paragraph (a) of this definition is replaced or the service referred to in paragraph (a) of this definition ceases to be available; or
 - (ii) the basis on which the rate referred to in paragraph (a) of this definition is calculated or displayed changes after the date of this Agreement and **nbn** determines that the rate ceases to reflect **nbn**'s cost of funding to the same extent as at the date of this Agreement,

the rate determined by **nbn** acting reasonably, to be the appropriate equivalent rate having regard to prevailing market conditions.

Rates will be expressed as a yield percent per annum to maturity and if necessary will be rounded up to the nearest fourth decimal place.

ABG means the Australian Broadband Guarantee program administered by the Commonwealth Government.

ACCC means the Australian Competition and Consumer Commission.

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

Acceptable Insurer means an insurer which is:

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

Accepted Invitee means Customer and/or any Other Customer accepted by the Panel as a party to an Industry Relevant Dispute in accordance with clause G6.2 of the WBA Head Terms, as that clause is incorporated into the [Interim Terms](#).

Accepted Notification means a notification provided by **nbn** to Customer that **nbn** has accepted the Trouble Ticket in accordance with standard processes determined by **nbn** from time to time.

Access Component means the UNI or the Plan, as the case may be.

Access Component Disconnection means the disconnection of a UNI or Plan supplied by **nbn** to Customer in respect of a Premises.

Access Component Modification means, in respect of a Premises, the modification of an Access Component.

Access Component Reactivation means the Activation of the Access Components in respect of a Premises where equivalent Access Components were previously being provided by **nbn** on the same NTD.

Access Rate means, in respect of a Plan, the Information Rate specified as the "Access Rate" for that Plan under section 1.2 of the [nbn™ Sky Muster™ Plus Product Description](#).

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

ACMA means the Australian Communications and Media Authority.

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

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

Activity means those activities of **nbn** that are the subject of Service Levels, Performance Objectives or Operational Targets in the [nbn™ Sky Muster™ Plus Service Levels Schedule](#).

Actual Appointment means an Appointment which has been scheduled by **nbn** with the Contracted End User (or their authorised representative aged 18 or over) after Customer has reserved installation capacity in accordance with standard processes determined by **nbn** from time to time.

Actual Trouble Ticket Appointment means a Trouble Ticket Appointment which has been scheduled by **nbn** with the Contracted End User (or their authorised representative aged 18 or over) after Customer has reserved assurance capacity in accordance with standard processes determined by **nbn** from time to time.

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

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

Adverse Network Impact means any event or series of events 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, systems, equipment, property, infrastructure or facilities;
- (c) in the case of Customer, causes a nuisance in or while accessing **nbn™** Infrastructure; or
- (d) in the case of Customer, damages, threatens, interferes with, prejudices the integrity of, degrades or causes the deterioration of the operation or performance of:
 - (i) **nbn™** Infrastructure;
 - (ii) communications within **nbn™** Infrastructure (including Carriage Services and Content Services provided over the **nbn™** Infrastructure);
 - (iii) any Other Customer's network, systems, equipment, property, infrastructure or facilities used in connection with the **nbn™** Network or at the National Test Facility;
 - (iv) the Products or the supply of any other products or services to Customer or any Other Customer; or

- (v) other property or facilities of any third party.

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

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

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

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

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

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

Approved Purpose has the meaning given to that term in clause D3.2(a) of the WBA Head Terms, as that clause is incorporated into the [Interim Terms](#).

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

Authorised User means a person approved as an "authorised user" on behalf of Customer in accordance with standard processes determined by **nbn** from time to time.

Authorisation to Alter Document means any document published by **nbn** from time to time authorising registered cabling providers to move, remove or alter any part of the **nbn**TM Network.

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

Beam means a beam that forms part of the SMP Network from a satellite to a particular geographical area determined by **nbn**.

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

Billing Dispute has the meaning given to that term in clause B5.2 of the WBA Head Terms, as that clause is incorporated into the [Interim Terms](#).

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

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

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

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

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

Billing Enquiry means an enquiry raised by Customer that would be considered a "Billing Enquiry" if raised under the WBA Access Agreement in connection with products supplied under the WBA Access Agreement.

Billing Expert means a person who is an auditor qualified under Australian law and appointed under clause B5.7 of the WBA Head Terms, as that clause is incorporated into the [Interim Terms](#), to determine a Billing Dispute.

Billing Period means each period of one calendar month starting on the day selected or determined in accordance with clause B2.2 of the WBA Head Terms, as that clause is incorporated into the [Interim Terms](#).

Billing Period Options has the meaning given to that term in clause B2.2(a) of the WBA Head Terms, as that clause is incorporated into the [Interim Terms](#).

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

Business Rules means any instructions, policies or procedures issued by **nbn** pursuant to clause C4.2 of the WBA Head Terms, as that clause is incorporated into the [Interim Terms](#), and the [nbn™ Sky Muster™ Plus Fair Use Policy](#).

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

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

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

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

Central Splitter means a central splitter installed in connection with the supply of a Product, Customer Product or Downstream Product, located at a Premises, whether or not located within the **nbn™** Network Boundary.

Chair of the Resolution Institute means the Chair, from time to time, of the Resolution Institute.

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

Charges means the charges (including any Taxes) set out in the [nbn™ Sky Muster™ Plus Price List](#).

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

Closed means the status of that name applied to a Trouble Ticket in accordance with standard processes determined by **nbn** from time to time.

Commercial Rebate means a Service Fault Rebate or any other Rebate specified by **nbn** as a "Commercial Rebate" from time to time.

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

Commonwealth means the Commonwealth of Australia.

CommsAlliance means Communications Alliance Ltd.

Compatible means capable of integration and operation with the **nbn**TM Infrastructure with no modification or conversion required to the **nbn**TM Infrastructure, including having regard to the compatibility requirements notified by **nbn** under clause C5.1(a) of the WBA Head Terms, as that clause is incorporated into the [Interim Terms](#), or otherwise under this Agreement.

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

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

Complete means the status of that name applied to an order in accordance with standard processes determined by **nbn** from time to time.

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

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

Confidential Marketing Information means the following documents, information and data, which may be notified or made available by **nbn** to Customer from time to time:

- (a) Rollout boundary data;
- (b) Proposed Footprint Lists;
- (c) Historical Footprint Lists;
- (d) data and information derived from Historical Footprint Lists;
- (e) Service Class information;
- (f) **nbn**TM Network Boundaries Maps and Polygons; and
- (g) Operational Bulletins;

but does not include:

- (a) information or data generated from the **nbn**TM SMP Portal or **nbn**TM Service Portal;
- (b) information or data generated from the "Check your address" tool on **nbn**'s Website; or

(c) the Take Up Rate & Forecasting Tool made available by **nbn** to Customer.

Confirmed Award has the meaning given to that term in clause G7.3(b)(iii) of the WBA Head Terms, as that clause is incorporated into the [Interim Terms](#).

Connect Order means an order, in accordance with standard processes determined by **nbn** from time to time, to connect an Ordered Product.

Connect Outstanding Transfer means the transfer of an **nbn**TM Sky MusterTM Plus Ordered Product in respect of a Premises from an Other Losing Customer to Customer (as the Gaining Customer) using the nominated UNI port in circumstances where:

- (a) the **nbn**TM Sky MusterTM Plus Ordered Product supplied to the Other Losing Customer has not been disconnected; and
- (b) the Contracted End User of the existing service to be transferred is not the same as the Contracted End User who has provided a Customer Authority to Customer.

Connecting Equipment means:

- (a) an outdoor NTD component;
- (b) a connecting cable;
- (c) an indoor NTD component; and
- (d) any ancillary equipment, facilities, lines or network owned or controlled by, or operated by or on behalf of **nbn** between, and including, the indoor component of the NTD and the outdoor component of the NTD.

Contact Details has the meaning given to that term in clause H1.3 of the WBA Head Terms, as that clause is incorporated into the [Interim Terms](#).

Contact Matrix means, in respect of a Product, the matrix of Contact Details created in accordance with standard processes determined by **nbn** from time to time.

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

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

Contracted End User means an End User acquiring a Customer Product or Downstream Product under a contract with Customer, a Downstream Service Provider or another Contracted End User (as the case may be).

Contracted End User Details means any information about any Contracted End User that is required by **nbn** to exercise its rights or perform its obligations under this Agreement or by law.

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

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

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

Credit means a credit made available by **nbn** to Customer under this Agreement.

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

Credit Review Date means the date on which an assessment is to be conducted to determine whether Customer is a Credit Risk as notified by **nbn** to Customer under the [Credit Policy](#).

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

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

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

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

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

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

Customer Authority means the authorisation (either provided directly to Customer or via a Downstream Service Provider) of a Contracted End User for Customer to commence the process of placing or fulfilling an order for the supply to the Contracted End User of a Customer Product or Downstream Product (as the case may be) at a Premises or other location that is the subject of the authorisation and to use information relating to the Contracted End User's personal particulars and affairs for that purpose.

Customer Disconnection Obligation means an obligation under this Agreement to:

- (a) disconnect and/or remove any Customer Equipment or other items owned or controlled by Customer from the **nbn**TM Infrastructure;
- (b) disconnect, remove and/or return to **nbn** any **nbn**TM Equipment supplied by **nbn** to Customer;
- (c) disconnect any connections made by or on behalf of Customer from the Customer Network to the **nbn**TM Infrastructure; or
- (d) disconnect or ensure the disconnection of any connections made by or on behalf of any Downstream Service Provider or Contracted End User to the **nbn**TM Infrastructure in connection with Customer's supply of Customer Products.

Customer Equipment means any equipment that is:

- (a) used by Customer in connection with the **nbn**TM Network, the **nbn**TM Platform, the National Test Facility or any Ordered Product; or
- (b) provided by or on behalf of Customer to any Downstream Service Provider or Contracted End User to whom it supplies Customer Products for use in connection with the **nbn**TM Network or any Customer Product,

but excludes all **nbn**TM Equipment.

Customer Event means:

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

Customer Group Member means each Other Customer who, at the date a relevant Claim arises, is a Related Body Corporate of Customer.

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

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

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

Data Block means the Product Feature described in section 7 of the [nbnTM Sky MusterTM Plus Product Description](#).

Data Enquiry means:

- (a) an enquiry in relation to the accuracy of measurement and monitoring information on which a Performance Report is based; or
- (b) a request for an additional performance report detailing, in respect of each order and Trouble Ticket the subject of the request, the following (as the context requires):
 - (i) the total duration from the start of the measurement of the End User Connection or End User Fault rectification Service Level (as applicable) to the end of the measurement of that Service Level; and
 - (ii) the total time for which the measurement of **nbn**'s Service Levels was suspended in accordance with sections 11 and 12 of the [nbnTM Sky MusterTM Plus Service Levels Schedule](#).

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

Default Notice has the meaning given to that term in clause F6.1(a) of the WBA Head Terms, as that clause is incorporated into the [Interim Terms](#).

Delegated Administrator means a person approved as a "delegated administrator" on behalf of Customer in accordance with standard processes determined by **nbn** from time to time.

Diagnostic Status Test means a simple enquiry, in accordance with standard processes as determined by **nbn** from time to time, relating to the operational status of Customer's Ordered Products and associated **nbn**TM Equipment.

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

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

Disconnect Order means an order, in accordance with standard processes determined by **nbn** from time to time, to disconnect an Ordered Product.

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

- (a) remove or disconnect any Customer Equipment or other items owned or controlled by Customer from the **nbn**TM Infrastructure;
- (b) disconnect, remove and/or recover from Customer any **nbn**TM Equipment supplied by **nbn** to Customer;
- (c) disconnect any connections made by or on behalf of Customer from the Customer Network to the **nbn**TM Infrastructure; or
- (d) disconnect any connections made by or on behalf of any Downstream Service Provider or Contracted End User to the **nbn**TM Infrastructure in connection with Customer's supply of Customer Products.

Discount means any discount, allowance, rebate, waiver or credit made available by **nbn** to Customer under this Agreement.

Discounts, Credits and Rebates List means the document entitled "Discounts, Credits and Rebates List" which **nbn** provides to Customer from time to time in accordance with the WBA Access Agreement.

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

Dispute Management Rules means the provisions in relation to dispute resolution in Module G of the WBA Head Terms, as they are incorporated into the [Interim Terms](#).

Downstream Contract means an agreement pursuant to which a Downstream Service Provider or Contracted End User acquires (or another End User is the ultimate recipient of) a Customer Product or Downstream Product.

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

- (a) is subject to a performance standard that applies pursuant to the CSG Standard; and
- (b) relies on the Access Components of **nbn**TM Sky MusterTM Plus supplied by **nbn** to Customer in respect of that Premises as inputs to the supply of that Customer Product or Downstream Product.

Downstream Priority Assistance Service means a Customer Product or Downstream Product that relies on **nbn**TM Sky MusterTM Plus as an input and is being used to provide Priority Assistance at a Premises.

Downstream Product means a retail or wholesale product or service supplied by a Downstream Service Provider to a third party, which relies on a Customer Product as an input.

Downstream Service Provider means any Carrier, Carriage Service Provider or Content Service Provider acquiring a wholesale Customer Product or wholesale Downstream Product.

Downstream Service Provider Details means any information about any Downstream Service Provider that is required by **nbn** to exercise its rights or perform its obligations under this Agreement or by law.

Downstream Service Provider Equipment means any equipment that is used by any Downstream Service Provider in connection with the **nbn**TM Network or any Customer Product or Downstream Product.

Due Date has the meaning given to that term in clause B3.1(a) of the WBA Head Terms, as that clause is incorporated into the [Interim Terms](#).

Effective Disconnection Date means, in respect of an Ordered Product, the earlier of:

- (a) the actual disconnection of an Ordered Product by **nbn**; and
- (b) the date on which an Ordered Product should have been disconnected in accordance with any Service Levels specified in this Agreement.

Eligible Data Breach means, in respect of a party, the meaning given to that term in the *Privacy Act 1988* (Cth) in respect of that party.

Embargo Period means, in respect of a Product, a period of anticipated high End User activity notified by **nbn** to Customer from time to time.

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

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

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

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

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

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

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

End User Connection means the connection and activation of the Access Components in respect of a Premises.

End User Equipment means any equipment that is used by any End User in connection with the **nbn**[™] Network or any Customer Product or Downstream Product, including Central Splitters, residential gateways, routers and personal computers.

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

Enhancement means changes which, when considered as a whole, are an enhancement to a Product, Product Component or Product Feature.

EPID Code means an Eligible Party Identification Code provided to a Carriage Service Provider pursuant to an application under G600:2010 Industry Guideline Allocation of Eligible Party Identification Codes (as amended from time to time) published by the CommsAlliance.

Equipment Modification means the rearrangement or modification of any **nbn**[™] Equipment that is installed or located at a Premises where Customer has validly requested that **nbn** rearrange or

modify that **nbn**TM Equipment in accordance with standard processes determined by **nbn** from time to time.

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

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

Excluded Event means:

- (a) any Force Majeure Event;
- (b) the implementation of any Upgrade or relocation or replacement of any POI or Temporary POI in accordance with Module C of the WBA Head Terms, as incorporated into the [Interim Terms](#), performed in accordance with the terms of this Agreement;
- (c) any Ordering Freeze, Service Reduction or Suspension that has been validly imposed in accordance with Module F of the [Interim Terms](#) or Module F of the [nbnTM Sky MusterTM Plus Product Terms](#);
- (d) any failure of, or inability to supply products, services, facilities or infrastructure by a third party, where the third party is unable to perform its obligations to **nbn** as a result of an event that would have otherwise constituted a Force Majeure Event if the obligations to be performed by the third party had arisen under this Agreement; or
- (e) in relation to **nbn**TM Sky MusterTM Plus, any deprioritisation, reduction of maximum data transfer rate, rejection of order, rejection of modification or suspension that has been validly applied in accordance with the [nbnTM Sky MusterTM Plus Fair Use Policy](#), the [nbnTM Sky MusterTM Plus Product Terms](#) or the [nbnTM Sky MusterTM Plus Product Description](#).

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

Expert means an expert appointed by **nbn** and Customer to determine a Dispute in accordance with clause G3 of the WBA Head Terms, as that clause is incorporated into the [Interim Terms](#).

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

Expert Determination Agreement means an agreement under which an Expert Determination is conducted.

Expert Shortlist has the meaning given to that term in clause G3.2(b) of the WBA Head Terms, as that clause is incorporated into the [Interim Terms](#).

Expiry Date means 7 December 2022 (subject to change in accordance with clause F2(b) of the [Interim Terms](#)) or such other date as the parties may agree in writing.

External Fault means a fault which is not a Service Fault.

Fair Use Policy means each of:

- (a) the [nbnTM Sky MusterTM Plus Fair Use Policy](#); and
- (b) Part C of the [Service Terms \(nbnTM SMP Portal\)](#).

Fibre TV means the product called "Fibre TV" or "RF Light Path" which is offered by **nbn** under the agreement with the title "Fibre TV Agreement" or "RF Light Path Agreement", published on **nbn**'s Website.

Financial Security means either:

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- (a) an unconditional guarantee, including in the form of an unconditional bank guarantee or insurance bond, from either an entity registered as an Authorised Deposit-taking Institution by the Australian Prudential Regulation Authority, or an insurer regulated by the Australian Prudential Regulation Authority under the *Insurance Act 1973* (Cth) (as applicable) which, in either case, has an Acceptable Credit Rating; or
- (b) any other form of security acceptable to **nbn** (in its absolute discretion).

Force Majeure Event means any event or circumstance that:

- (a) is not within the reasonable control of a person (the **Affected Party**) or any of its Related Bodies Corporate or any of their Personnel;
- (b) the Affected Party or any of its Related Bodies Corporate or any of their Personnel is not reasonably able to prevent or overcome by the exercise of reasonable care, such as by having in place or implementing a disaster recovery plan; and
- (c) causes the Affected Party to fail to perform any of its obligations under this Agreement,

but does not include:

- (d) any event or circumstance that arises as a result of any lack of funds for any reason or any other inability to pay; or
- (e) any event or circumstance that arises as a result of any negligent act or omission of the Affected Party.

Gaining Customer means Customer where Customer has placed, or commenced the process to place, a Service Transfer Order under this Agreement or a service transfer order under the WBA Access Agreement.

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.

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

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

Held means the status of that name applied to an order or Trouble Ticket in accordance with standard processes determined by **nbn** from time to time.

HFC Network has the meaning given to that term in the WBA Access Agreement.

HSE means health, safety and environment.

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

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

Indirect Loss means Loss which:

- (a) does not arise directly, or naturally in the usual course of things, from the breach, action or inaction in question; or
- (b) constitutes loss of profit, loss of anticipated profit, loss of opportunity or anticipated savings, loss of revenue, loss or impairment of credit rating, loss of data, loss of business

opportunities and loss of or damage to reputation or goodwill even if such loss arises directly or naturally in the usual course of things from that breach, action or inaction,

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

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

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

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

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

Information Rate means the rate (in bits per second) of transfer of Layer 3 Ethernet service frames by the **nbn**TM Network measured over the series of bytes from the first bit of the destination MAC address through the last bit of the frame check sequence.

Infrastructure Restoration Trouble Ticket means a trouble ticket of that name raised in accordance with standard processes determined by **nbn** from time to time.

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

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

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

Insights Period has the meaning given to that term in section 5.1 of the [nbnTM Sky MusterTM Plus Product Terms](#).

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

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

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

Installation means the installation and make ready for service of Connecting Equipment by **nbn** at a Premises and may include the activation of that Connecting Equipment by **nbn**.

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

Insurance Policies has the meaning given to that term in clause E5.1 of the WBA Head Terms, as that clause is incorporated into the [Interim Terms](#).

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

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

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

Internet Point of Presence means the first point at which traffic carried by the SMP Network is transferred to or from the Internet via peering links.

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

Invitee means a person who receives an Invitation.

IP Address Scheme means the Plan Sub-feature described in section 5 of the [nbn™ Sky Muster™ Plus Product Description](#).

Isolated Area means any area within the footprint of the SMP Network which is defined as a 'Very Remote' or 'Remote' geographical area in the most recent 'Accessibility Remoteness Index of Australia plus (ARIA+)' published by the Australian Population and Migration Research Centre of the University of Adelaide as at 26 April 2016.

ISS or **Interim Satellite Service** means the service of that name which was previously offered by **nbn** under the Satellite Wholesale Broadband Agreement published on **nbn**'s Website from time to time.

Key Business Transactions has the meaning given to that term in section 1 of the [Service Terms \(nbn™ SMP Portal\)](#).

Late Cancellation (Site Visit Required) means the cancellation of an activity that requires **nbn** to attend the Premises where **nbn** receives the request to cancel the activity with less than the notice period required under standard processes determined by **nbn** from time to time.

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

Layer 3 means the 'network' layer of the Open System Interconnection (OSI) model.

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

Limited Access Area means any area within the footprint of the SMP Network that cannot reasonably be accessed by road and would require some element of air or water transportation, including where the area would otherwise be an Urban Area, Major Rural Area, Minor Rural Area, Remote Area or Isolated Area.

Line Rate means, in respect of a Product, the Layer 1 information-carrying capacity of a link.

Losing Customer means Customer where an Other Gaining Customer has placed, or commenced the process to place, a service transfer order under an Other SMP Interim Agreement or Other Wholesale Broadband Agreement which will result in **nbn** ceasing to supply to Customer either an Ordered Product under this Agreement or a product or service under the WBA Access Agreement.

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

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

Material Default means:

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

Medium/Large Business Premises means a Premises that:

- (a) is not a Public Interest Premises;
- (b) is "Serviceable" for the purposes of the **nbn**™ Business Satellite Service (under the terms of any standard form of access agreement under which **nbn** supplies the **nbn**™ Business Satellite Service); and
- (c) is used or occupied by an End User that:

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- (i) is a body corporate, or has a Related Body Corporate, with its shares listed on any stock exchange;
- (ii) is a person or entity that **nbn** determines to have had, together with its Related Bodies Corporate (if any), an aggregated turnover in the previous financial year of more than \$10 million; or
- (iii) is a Government Agency.

Metered Data means, in respect of a Plan, the data within Traffic Profile(s) specified as "Metered Data" Traffic Profiles for that Plan under section 1.2 of the [nbn™ Sky Muster™ Plus Product Description](#).

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

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

Modify Order means an order, in accordance with standard processes determined by **nbn** from time to time, to modify an Ordered Product.

More Information Required Notification means a notification provided by **nbn** to Customer in accordance with standard processes determined by **nbn** from time to time requesting Customer to provide more information or undertake some further action.

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

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

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

nbn™ **Billing Contact** means the person designated as such in the Contact Matrix.

nbn™ **Billing Escalation Contact** means the person designated as such in the Contact Matrix.

nbn™ **Copper Network** has the meaning given to that term in the WBA Access Agreement.

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, any Product; or
- (b) which **nbn** (or any Related Body Corporate of **nbn**) permits Customer to access (or on-grant such access to any Downstream Service Providers or any End Users) as part of, or in connection with, any Product, including NTDs.

nbn™ **Ethernet** means the product described in the [nbn™ Ethernet Product Description](#) that forms part of the WBA Access Agreement.

nbn™ **Ethernet (Satellite)** means **nbn**™ Ethernet supplied by means of the Satellite Network.

nbn™ **Infrastructure** means the **nbn**™ Network, the **nbn**™ Platform, the National Test Facility, any Other **nbn**™ Networks and any other network, systems, equipment and facilities used by **nbn** in connection with the supply of Products, excluding any Central Splitter.

nbn™ Network means the Fibre Network, the FTTB Network, the FTTN Network, the FTTC Network, the HFC Network, the Wireless Network, the Enterprise Ethernet Network (as those terms are defined in the WBA Access Agreement), the Satellite Network, the SMP Network and the **nbn™** Equipment.

nbn™ Network Boundaries means:

- (a) the UNI used to serve the Premises; and
- (b) the **nbn™** Upstream Network Boundary.

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

nbn™ Platform Interfacing Service has the meaning given to that term in the WBA Access Agreement.

nbn™ Service Portal has the meaning given to that term in the WBA Access Agreement.

nbn™ Sky Muster™ Plus Portal or **nbn™ SMP Portal** means the service described in Part A of the [Service Terms \(nbn™ SMP Portal\)](#).

nbn™ Sky Muster™ Plus WBA means a WBA Access Agreement which contains terms governing the supply of **nbn™** Sky Muster™ Plus.

nbn™ SMP Portal Preventative Maintenance Outage has the meaning given to that term in the [Service Terms \(nbn™ SMP Portal\)](#).

nbn™ SMP Portal-Related Software means any interfaces, software or systems provided or made available by **nbn** to Customer as part of the **nbn™** SMP Portal.

nbn™ SMP Portal Workarounds has the meaning given to that term in the [Service Terms \(nbn™ SMP Portal\)](#).

nbn™ Upstream Network Boundary means, in respect of a Plan, the location specified as the "nbn™ Upstream Network Boundary" for that Plan under section 1.2 of the [nbn™ Sky Muster™ Plus Product Description](#).

nbn's Website means **nbn**'s website, with the URL www.nbnco.com.au or such other URL as **nbn** may notify to Customer from time to time.

Network Availability means the combined availability of each relevant **nbn™** Sky Muster™ Plus ordered product and each **nbn™** Ethernet (Satellite) product supplied by **nbn** to all **nbn**'s customers.

Network Fault means a Service Fault affecting multiple Ordered Products.

Network Fault Response means a response by **nbn** to a Network Fault in accordance with standard processes determined by **nbn** from time to time.

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

Network Termination Device means an active or powered network termination device that is owned, operated or controlled by **nbn** (or any Related Body Corporate of **nbn**).

Network Test means a complex or long-running enquiry relating to the performance of the **nbn**TM Network associated with Customer's Ordered Products in accordance with standard processes determined by **nbn** from time to time.

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

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

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

Non Standard Installation has the meaning given to that term in the [nbnTM Sky MusterTM Plus Product Terms](#).

NSS or nbnTM Satellite Support Scheme means the subsidy scheme of that name administered by **nbn** to assist eligible end users to obtain access to a commercial broadband satellite service.

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

Off-peak Period means any period that is not a Peak Period.

Off-peak Period Metered Data Allowance means, in the respect of a Plan, the amount of data specified as the "Off-peak Period Metered Data Allowance" for that Plan under section 1.2 of the [nbnTM Sky MusterTM Plus Product Description](#), as adjusted by any Data Block.

Off-peak Period Shaping Rate means, in the respect of a Plan, the Information Rate specified as the "Off-peak Period Shaping Rate" for that Plan under section 1.2 of the [nbnTM Sky MusterTM Plus Product Description](#).

Off-peak Period Top-Up Allowance means, in respect of a Top-Up, the amount of data specified as the "Off-peak Period Top-Up Allowance" in accordance with section 8 of the [nbnTM Sky MusterTM Plus Product Description](#).

OH&S means occupational health and safety.

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

On-boarding means the processes and activities determined by **nbn** from time to time as operational pre-requisites to Customer:

- (a) starting to order Products;
- (b) starting to order new or changed Products; or
- (c) continuing to order Products following changes to **nbn**'s processes or systems.

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

Operational means, in respect of the **nbn**TM SMP Portal, where the **nbn**TM SMP Portal performs in accordance with Part A of the [Service Terms \(nbnTM SMP Portal\)](#) and the relevant standard processes as determined by **nbn** from time to time.

Operational Hours, in respect of each Service Level, Performance Objective or Operational Target, has the meaning given to that term in the [nbn™ Sky Muster™ Plus Service Levels Schedule](#).

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

Operational Point of Contact has the meaning given to that term in clause F1.1(a)(ii) of the WBA Head Terms, as that clause is incorporated into the [Interim Terms](#).

Operational Target means an operational target set out in the [nbn™ Sky Muster™ Plus Service Levels Schedule](#).

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

Order Acknowledgement means the time at which **nbn** acknowledges an order according to standard processes determined by **nbn** from time to time.

Ordered Product means a Product, Product Component or Product Feature (as the context requires) that has been validly ordered by Customer and for which **nbn** has accepted an order.

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

Ordering Freeze means **nbn**:

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

Other Customer means a person (other than Customer) who has entered into an:

- (a) Other Wholesale Broadband Agreement;
- (b) Other SMP Interim Agreement; or
- (c) except for the purposes of Module G of the WBA Head Terms (as incorporated into the [Interim Terms](#)), other agreement for the supply of products or services fully or partly supplied by means of, or use of, the **nbn**™ Network or an Other **nbn**™ Network,

with **nbn** (whether or not **nbn** has supplied any products or services to that person).

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

Other Gaining Customer means an Other Customer who has placed, or commenced the process to place, a service transfer order for a Product under an Other SMP Interim Agreement or Other Wholesale Broadband Agreement which will result in **nbn** ceasing to supply to Customer either an Ordered Product under this Agreement or a product or service under the WBA Access Agreement.

Other Losing Customer means an Other Customer to whom **nbn** will cease supplying a Product under an Other SMP Interim Agreement or Other Wholesale Broadband Agreement as a result of Customer placing, or commencing the process to place, a Service Transfer Order under this Agreement or a service transfer order under the WBA Access Agreement.

Other nbn™ Network means any network that is owned or controlled by, or operated by or on behalf of, **nbn** (or any Related Body Corporate of **nbn**), other than a network comprising the **nbn**™ Network.

Other nbn™ Network Works means any upgrade, enhancement, modernisation, reconfiguration, enablement or augmentation of any Other **nbn™** Network, including the removal, rearrangement, replacement or decommissioning of the network elements and associated electronics comprising an Other **nbn™** Network.

Other SMP Interim Agreement means an agreement dealing with the subject matter of this Agreement entered into between **nbn** and a person other than Customer.

Other Wholesale Broadband Agreement means an agreement dealing with, amongst other things, the supply of **nbn™** Ethernet that is entered into between **nbn** and a person other than Customer and, for the purposes of Service Transfers, between **nbn** and Customer.

Outage means a failure of an Ordered Product to perform substantially in accordance with the [nbn™ Sky Muster™ Plus Product Description](#), conducted by **nbn** in accordance with Module C of the [Interim Terms](#) and standard processes determined by **nbn** from time to time, in order to perform:

- (a) any Other **nbn™** Network Works;
- (b) any maintenance, repair, rationalisation or remediation of:
 - (i) any **nbn™** Infrastructure;
 - (ii) any other matter or thing for which **nbn** is responsible and which affects, or can affect, the supply of products by **nbn** to Customer or any Other Customer; or
 - (iii) any facilities, at, on or under which the **nbn™** Network is attached, located or installed; or
- (c) any other matter or thing specified in the [nbn™ Sky Muster™ Plus Product Terms](#) or standard processes determined by **nbn** from time to time.

Overdue Amount means the amount described in clause B4.1(d) of the WBA Head Terms, as that clause is incorporated into the [Interim Terms](#).

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

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

Panel Member means an arbitrator selected by the Resolution Advisor as a member of the Panel in accordance with clause G4.2 of the WBA Head Terms, as that clause is incorporated into the [Interim Terms](#).

PDF Terms means the document entitled "Product Development Forum Terms" as entered into by the parties.

Peak Period means, in respect of a Premises, each period between 7:00 am and 1:00 am local time at the Premises.

Peak Period Metered Data Allowance means, in respect of a Plan, the amount of data specified as the "Peak Period Metered Data Allowance" for that Plan under section 1.2 of the [nbn™ Sky Muster™ Plus Product Description](#), as adjusted by any Data Block.

Peak Period Shaping Rate means, in respect of a Plan, the Information Rate specified as the "Peak Period Shaping Rate" for that Plan under section 1.2 of the [nbn™ Sky Muster™ Plus Product Description](#).

Peak Period Top-Up Allowance means, in respect of a Top-Up, the amount of data specified as the "Peak Period Top-Up Allowance" in accordance with section 8 of the [nbn™ Sky Muster™ Plus Product Description](#).

Pending means the status of that name applied to an order or Trouble Ticket in accordance with standard processes determined by **nbn** from time to time.

Performance Objective means a performance objective set out in the [nbn™ Sky Muster™ Plus Service Levels Schedule](#).

Performance Report means reports on **nbn**'s performance provided under the [nbn™ Sky Muster™ Plus Service Levels Schedule](#).

Personal Information has the meaning given to that term in the *Privacy Act 1988* (Cth).

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

PIR or **Peak Information Rate** means the maximum Information Rate that may be delivered by a bandwidth profile for **nbn™ Sky Muster™ Plus**, subject to any specified Supplementary Burst that may exceed that PIR.

Plan has the meaning given to that term in section 1.1(a) of the [nbn™ Sky Muster™ Plus Product Description](#).

Plan Sub-feature means the characteristics in respect of a Plan, configured by **nbn**, and described further in Part C of the [nbn™ Sky Muster™ Plus Product Description](#).

Plan Test Service means the Product Feature described in section 6 of the [nbn™ Sky Muster™ Plus Product Description](#).

Planned Outage means, in relation to a Product, an Outage notified by **nbn** to Customer according to standard processes determined by **nbn** from time to time.

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

Planned Outage Window means the times determined by **nbn** according to standard processes determined by **nbn** from time to time.

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

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

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

- (a) the original location of the POI;
- (b) the location of the POI which will serve the Premises previously served by the original location of the POI;
- (c) the estimated date on which the relocation or closure of the POI will be implemented;
- (d) the steps that **nbn** is taking to minimise disruption to Customer;
- (e) the actions that Customer can take to minimise disruption to Downstream Service Providers and Contracted End Users;
- (f) details of the **nbn** representative whom Customer may contact to obtain further information about the relocation or closure;

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- (g) the locations and/or Products that will be adversely affected by the relocation or closure, including the manner in which those locations and/or Products will be affected; and
- (h) whether alternative Products will be offered to Customer on a temporary or permanent basis, including essential details of those alternative Products such as the date of supply, cost and connection requirements.

Point of Interconnection means a point of interconnection between the **nbn**[™] Network and the Customer Network to exchange traffic, and includes Established POIs and Temporary POIs.

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

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

Power Outage means an interruption or failure in the continuous supply of electrical power.

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

Premises means each of the following where Serviceable:

- (a) an addressable location currently used on an on-going basis for residential, business (whether for profit or not), government, health or educational purposes;
- (b) a school as defined by the Department of Education and Training;
- (c) a location within a new development at an addressable location for which **nbn** is the wholesale provider of last resort;
- (d) an addressable location for a standard telephone service which is activated in compliance with the USO;
- (e) a payphone which is activated in compliance with the USO or which is otherwise specified by **nbn** as a premises from time to time;
- (f) a location which **nbn** is directed by the Shareholder Ministers to connect to, or to be connected by, the **nbn**[™] Network;
- (g) a non-addressable location that is capable of connection of a type agreed by **nbn** with the Shareholder Ministers;
- (h) an "MDU Common Area" (as that term is defined in the Telstra Migration Plan) in the circumstances referred to in paragraph (g) of the definition of "Premises" in the Telstra Migration Plan; and
- (i) any other location that is specified as a "Premises" in this Agreement.

Price List means the [nbn[™] Sky Muster[™] Plus Price List](#).

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

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

- (a) the *Privacy Act 1988* (Cth); and

(b) Part 13 of the Telecommunications Act.

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

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

Product Description means each of:

- (a) the [nbn™ Sky Muster™ Plus Product Description](#); and
- (b) Part A of the [Service Terms \(nbn™ SMP Portal\)](#).

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

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

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

Product Module means a document or collection of documents related to a specific Product which form part of this Agreement, as listed in the [Agreement Execution Document](#).

Product Terms means each document entitled "Product Terms" or "Service Terms" that forms part of a Product Module.

Project Team has the meaning given to that term in clause F13.7(a) of the WBA Head Terms, as that clause is incorporated into the [Interim Terms](#).

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

Public Interest End User means an End User that **nbn** considers has a public interest purpose, which may include an indigenous community organisation, not-for-profit organisation, educational provider, health provider or local government entity.

Public Interest Premises means a Premises that **nbn** considers is used on an on-going basis for a public interest purpose, which may include an indigenous community organisation, not-for-profit organisation, educational facility, health facility or local government facility.

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

Ready for Service Rollout Plan means the document entitled "Monthly Ready for Service Rollout Plan" published by **nbn** from time to time.

Ready for Use Date means, in respect of a Ordered Product or Ordered Product Component (as applicable), the date on which **nbn** has completed the order for that Ordered Product or Ordered Product Component (as applicable) in accordance with standard processes determined by **nbn** from time to time.

Rebate means a rebate made available by **nbn** to Customer under this Agreement, including a Commercial Rebate.

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

Referral has the meaning given to that term in clause G2.1(c)(iii) of the WBA Head Terms, as that clause is incorporated into the [Interim Terms](#).

Referral Notice has the meaning given to that term in clause G4.1(a) of the WBA Head Terms, as that clause is incorporated into the [Interim Terms](#).

Regulator means, as the context requires:

- (a) the Commonwealth government minister responsible for administering Part XIB and/or Part XIC of the Competition and Consumer Act;
- (b) the Commonwealth government minister responsible for administering the Telecommunications Act;
- (c) the ACCC;
- (d) the ACMA;
- (e) the Telecommunications Industry Ombudsman; and
- (f) any other Commonwealth government minister, Government Agency or parliamentary committee or parliamentary body whose activities impact on **nbn**'s business.

Regulatory Event means:

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

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- (k) the resetting of any parameters or conditions of a special access undertaking by **nbn** that is in force under Part XIC of the Competition and Consumer Act;
- (l) the declaration of any **nbn** product or service by the ACCC under Part XIC of the Competition and Consumer Act or a material change to any **nbn** product or service that is declared by the ACCC under Part XIC of the Competition and Consumer Act;
- (m) the issuing of an access determination or binding rules of conduct pursuant to Part XIC of the Competition and Consumer Act in respect of any **nbn** product or service;
- (n) the issuing of an Advisory Notice or Competition Notice by the ACCC in respect of **nbn**; or
- (o) the issuing of an injunction against a party in relation to a breach or contravention (alleged or otherwise) of the Competition and Consumer Act.

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

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

Relationship Point of Contact has the meaning given to that term in clause F1.1(a)(i) of the WBA Head Terms, as that clause is incorporated into the [Interim Terms](#).

Remote Area means an area in which the relevant Premises is located which is not an Urban Area, Major Rural Area or Minor Rural Area and, if the Premises is located within the footprint of the SMP Network, an area which is also not an Isolated Area or Limited Access Area.

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

Resolved means the status of that name applied to a Trouble Ticket in accordance with standard processes determined by **nbn** from time to time.

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

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

Satellite Limitation means any fact, matter or circumstance which adversely affects satellite transmissions, including all solar activity, Sun Transit Events, rain fade events, extreme or other adverse weather conditions and satellite radio-frequency interference caused by satellite operators other than **nbn**.

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

SAU means a special access undertaking submitted by **nbn** to the ACCC regarding the supply of any or all of **nbn**'s products that has been accepted by the ACCC and is in effect.

Serviceable means, in respect of **nbn**TM Sky MusterTM Plus and each of its Product Components and Product Features, a premises that **nbn** has determined is serviceable by the SMP Network.

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

Service Class 7 means the Service Class that applies to a Premises if **nbn** has not yet determined the **nbn**TM Network footprint that will apply in respect of that Premises.

Service Class 8 means the Service Class that applies to a Premises:

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- (a) that is in the footprint of the SMP Network;
- (b) that is Serviceable for the purposes of **nbn**TM Sky MusterTM Plus; and
- (c) where the NTD has not been installed.

Service Class 9 means the Service Class that applies to a Premises:

- (a) that is in the footprint of the SMP Network;
- (b) that is Serviceable for the purposes of **nbn**TM Sky MusterTM Plus;
- (c) to which **nbn** can remotely provision the supply of **nbn**TM Sky MusterTM Plus; and
- (d) where the NTD has been installed, is receiving mains power or reliable DC power and can be made operational remotely as part of the SMP Network.

Service Description means Part A of the [Service Terms \(nbnTM SMP Portal\)](#).

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

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

- (a) a fault in or failure of an **nbn**TM Infrastructure; or
- (b) any other matter or thing for which **nbn** is responsible,

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

Service Fault Rebate means the rebate in respect of **nbn**'s failure to achieve Service Levels for the rectification of End User Faults calculated in accordance with section 4.4 of the [nbnTM Sky MusterTM Plus Service Levels Schedule](#).

Service Level means a service level set out in the [nbnTM Sky MusterTM Plus Service Levels Schedule](#).

Service Levels Schedule means the [nbnTM Sky MusterTM Plus Service Levels Schedule](#).

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

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

Service Request means an enquiry or request by Customer which is not related to a Service Fault in connection with **nbn**TM Sky MusterTM Plus or an order in connection with **nbn**TM Sky MusterTM Plus.

Service Terms means Part B of the [Service Terms \(nbnTM SMP Portal\)](#).

Service Transfer means each of the following:

- (a) the transfer of an **nbn**TM Sky MusterTM Plus Ordered Product in respect of a Premises from an Other Losing Customer to Customer (as the Gaining Customer) using the nominated UNI port;
- (b) the modification of an **nbn**TM Ethernet (Satellite) product supplied to Customer in respect of a Premises to an **nbn**TM Sky MusterTM Plus Ordered Product using the nominated UNI

port (in which case, Customer will be deemed to be both the Losing Customer and the Gaining Customer);

- (c) the transfer of an **nbn**[™] Ethernet (Satellite) product in respect of a Premises from an Other Losing Customer to Customer (as the Gaining Customer) using the nominated UNI port and subsequent immediate modification of that product to an **nbn**[™] Sky Muster[™] Plus Ordered Product; and
- (d) the transfer of an **nbn**[™] Sky Muster[™] Plus Ordered Product in respect of a Premises from an Other Losing Customer to Customer (as the Gaining Customer) using the nominated UNI port and subsequent immediate modification of that Ordered Product to an **nbn**[™] Ethernet (Satellite) product.

Service Transfer Order means a Connect Order for a Service Transfer, Connect Outstanding Transfer or Transfer Reversal which is submitted as a "Service Transfer Order" in accordance with standard processes determined by **nbn** from time to time.

Shaped Periods means, in respect of particular Time of Day Data, the times of day determined by **nbn** during which the Time of Day Limit Rate will apply to that Time of Day Data.

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

Site Qualification Enquiry means an enquiry regarding whether a particular Premises is Serviceable at a given point in time.

Site Qualification Information means information provided through the **nbn**[™] SMP Portal in connection with a Site Qualification Enquiry.

Sky Muster[™] Service means:

- (a) an **nbn**[™] Ethernet (Satellite) ordered product supplied by **nbn** to Customer or any other access seeker; or
- (b) an **nbn**[™] Sky Muster[™] Plus ordered product supplied by **nbn** to Customer or any other access seeker.

Small Business End User means an End User that is a corporation or other organisation with less than 20 employees.

SMP Launch Date means 7 June 2019.

SMP Network means the satellite network between the UNI and the **nbn**[™] Upstream Network Boundary that is owned or controlled by, or operated by or on behalf of, **nbn** (or any Related Body Corporate of **nbn**).

Special Terms means those sections of the [nbn[™] Sky Muster[™] Plus Product Terms](#) and the [Service Terms \(nbn[™] SMP Portal\)](#) identified as "Special Terms".

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

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

Standard Form of Access Agreement means a standard form of access agreement for the purposes of Part XIC of the Competition and Consumer Act.

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

Standard Installation has the meaning given to that term in the [nbn™ Sky Muster™ Plus Product Terms](#).

Subsequent Installation means any Installation by **nbn** (or an Installer) which is not an Initial Standard Installation or an Initial Non Standard Installation.

Sun Transit Event means any periodic event during which the sun is aligned with any satellite that forms part of the SMP Network and any:

- (a) earth station; or
- (b) Premises,

which adversely affects satellite transmissions.

Supplementary Burst has the meaning given to that term in section 4.2(a) of the [nbn™ Sky Muster™ Plus Product Description](#).

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

Supply Conditions has the meaning given to that term in clause A2.2(a) of the [Interim Terms](#).

Suspend means:

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

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

Suspension has the meaning given to the term Suspend.

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

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

Tax Change Event means any of the following events:

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

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

- (b) any Tax (or any amount payable in respect of any Tax) other than GST already assessed, levied or imposed on **nbn**, the **nbn™** Network or any facilities or any land used, occupied, accessed in connection with the **nbn™** Network, or the supply of Products, Product

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Components, Product Features, or anything used, occupied or accessed in connection with the supply of Products, Product Components or Product Features is increased;

- (c) any amount is charged by any person, to **nbn** and specifically identified by that person as a charge for a Tax of the same or similar nature to a Tax described in paragraphs (a) or (b), or an increased Tax under paragraph (b), and is an amount that third party is required to pay; or
- (d) any amount is charged by any person to **nbn** arising from a Tax imposed on facilities, land or infrastructure used, occupied or accessed in connection with the **nbn**TM Network.

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

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

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

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

Telstra means Telstra Corporation Limited or any of its Related Bodies Corporate.

Telstra Address Data means Third Party Address Data provided by **nbn** to Customer from time to time that is provided to **nbn** by Telstra.

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

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

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

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

Term means the term of this Agreement including any extension to that term in accordance with clause F2 of the [Interim Terms](#).

Third Party Address Data means address data provided by **nbn** to Customer from time to time, including address data provided through the **nbn**TM SMP Portal, which has the following attributes:

- (a) street name, suburb and address number;
- (b) geo-spatial coordinates for addresses or other locations; or

- (c) where available, the G-NAF PID (being the persistent identifier for that address extracted from the geographic national address file data licensed by PSMA to **nbn**).

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

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

Time of Day Data means, in respect of a Plan, Unmetered Data within Traffic Profile(s) specified as "Time of Day Data" Traffic Profiles for that Plan under section 1.2 of the [nbn™ Sky Muster™ Plus Product Description](#).

Time of Day Limit Rate means, in respect of a Plan, the Information Rate specified as the "Time of Day Limit Rate" for that Plan under section 1.2 of the [nbn™ Sky Muster™ Plus Product Description](#).

Top-Up means the Product Feature described in section 8 of the [nbn™ Sky Muster™ Plus Product Description](#).

Traffic Profile has the meaning given to that term in section 4.3 of the [nbn™ Sky Muster™ Plus Product Description](#).

Transfer Reversal means the process of reversing a Service Transfer Order placed by an Other Gaining Customer, done in accordance with standard processes determined by **nbn** from time to time.

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

Trouble Ticket means a notification and record of a fault (or other matter requiring attention) that is raised by Customer with **nbn** or raised by **nbn** and notified to Customer using the **nbn**™ SMP Portal or such other means as notified by **nbn** from time to time.

Trouble Ticket Acceptance means, in respect of a Trouble Ticket, the time at which **nbn** notifies Customer that it has accepted the Trouble Ticket in accordance with standard processes determined by **nbn** from time to time.

Trouble Ticket Acknowledgement means, in respect of a Trouble Ticket, the time at which **nbn** notifies Customer that it has acknowledged the Trouble Ticket in accordance with standard processes determined by **nbn** from time to time.

Trouble Ticket is Not Resolved Notification means a notification, provided by Customer to **nbn** in accordance with standard processes determined by **nbn** from time to time in respect of Resolved Trouble Tickets, where Customer considers the relevant Service Fault has not been rectified.

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

UNI-D or User Network Interface – Data means a data port on an NTD, as described in section 2 of the [nbn™ Sky Muster™ Plus Product Description](#).

Unmetered Data means, in respect of a Plan, all data transferred by the Plan that is not Metered Data. Unmetered Data includes Time of Day Data.

Upgrade means any upgrade, enhancement, modernisation, reconfiguration, enablement or augmentation of the **nbn**™ Network, including the removal, rearrangement, replacement or decommissioning of the network elements and associated electronics comprising the **nbn**™ Network.

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

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User Network Interface has the meaning, in respect of a Product, given to that term in the relevant Product Description, as the context requires.

WBA Access Agreement means an agreement with the title "Wholesale Broadband Agreement", entered into by Customer and **nbn**.

WBA Head Terms means the document entitled "Head Terms" that forms part of the WBA Access Agreement.

Wholesale Broadband Agreement or **WBA** means the Standard Form of Access Agreement entitled "Wholesale Broadband Agreement" published on **nbn**'s Website from time to time.