

Product Terms

nbn[™] Sky Muster[™] Plus Product Module

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



This document forms part of the **nbn**[™] Sky Muster[™] Plus Interim Agreement, which is a Standard Form of Access Agreement for the purposes of Part XIC of the Competition and Consumer Act 2010.

Product Terms

nbn™ Sky Muster™ Plus Product Module

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 in respect of eligibility restriction notified on 1 February 2021 | 1 March 2021 |

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Environment

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

Introduction

These **nbn**[™] Sky Muster[™] Plus Product Terms include:

- provisions which are similar in nature to those in the [Interim Terms](#);
- explanatory notes as a guide to provisions which have corresponding provisions in the [Interim Terms](#); and
- Special Terms, which take priority over other provisions in this Agreement (including the [Interim Terms](#)).

The **nbn**[™] Sky Muster[™] Plus Product Terms are generally arranged to replicate the order of the [Interim Terms](#), with some modifications.

As an aid to the reader, this document includes the following icon:



This icon is used to identify provisions which are Special Terms.

This document forms part of the **nbn**[™] Sky Muster[™] Plus Interim Agreement.

Roadmap

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

Part A: Product Supply

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Part B: Financial Management

No Special Terms or Product Terms currently apply with respect to financial management.

Part C: Operational Management

Part C sets out Special Terms related to operational management.

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Part D: Information & Rights Management

No Special Terms or Product Terms currently apply with respect to information & rights management.

Part E: Risk Management

Part E sets out Special Terms related to risk management.

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Part F: Agreement Management

Part F sets out Special Terms related to agreement management.

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Part G: Dispute Management

No Special Terms or Product Terms currently apply with respect to dispute management.

Part H: General Terms

Part H sets out Special Terms and Product Terms of a general nature.

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Part I: Product Management

Part I sets out Special Terms and Product Terms related to product management. Part I is arranged to replicate the product management lifecycle.

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Part A: Product Supply

Section 1 is a Product Term that should be read in conjunction with Part A of the [nbn™ Sky Muster Plus Product Description](#).

1. Medium/Large Business Premises limitation

- (a) Customer must not place, and **nbn** may decline, a Connect Order in respect of a Premises that is a Medium/Large Business Premises that is not currently receiving a Sky Muster™ Service.
- (b) Customer must, at the time of placing a Connect Order for a Premises, confirm that the Premises is either:
 - (i) a Medium/Large Business Premises that is currently receiving a Sky Muster™ Service;
or
 - (ii) not a Medium/Large Business Premises.

Part B: Financial Management

*This document does not contain any Financial Management terms which are specific to **nbn**TM Sky MusterTM Plus and additional to Module B of the [Interim Terms](#).*

Part C: Operational Management



Section 2 is a Special Term.

2. Pre-existing satellite broadband service consents

- (a) If Customer or an Other Customer places an order for **nbn**TM Sky MusterTM Plus which involves the de-installation or removal of equipment which is used or was previously used in connection with the supply of services under the ABG, NSS or ISS, Customer irrevocably consents to **nbn**, in connection with any of the purposes set out in clause C11(b) of the WBA Head Terms, as that clause is incorporated into the [Interim Terms](#), accessing, disconnecting, removing or performing any other activity in relation to equipment used in connection with any pre-existing satellite broadband service and owned by Customer.
- (b) Prior to placing an order for **nbn**TM Sky MusterTM Plus which involves the de-installation or removal of ABG, NSS or ISS equipment, Customer must obtain, and must ensure that each Downstream Service Provider and Contracted End User obtains, all necessary consents, including from each relevant End User and third party, to permit **nbn** to lawfully access, disconnect, remove and perform any other activity in respect of any pre-existing satellite broadband service equipment in connection with any of the purposes set out in clause C11(b) of the WBA Head Terms, as that clause is incorporated into the [Interim Terms](#).
- (c) Customer:
 - (i) must notify **nbn** immediately if any consent obtained by Customer, a Downstream Service Provider or a Contracted End User under section 2(b) is withdrawn at any time; and
 - (ii) without limiting **nbn**'s obligations to indemnify Customer under clauses E2.1, E2.2, E2.3 or E2.4(b) of the [Interim Terms](#), releases **nbn** and its Related Bodies Corporate and their respective Personnel from any Loss or Claim arising out of or in relation to any pre-existing satellite broadband service being temporarily or permanently disconnected.

Part D: Information & Rights Management

*This document does not contain any Information & Rights Management terms which are specific to **nbn**[™] Sky Muster[™] Plus and additional to Module D of the [Interim Terms](#).*

Part E: Risk Management



Section 3 is a Special Term. It should be read in conjunction with clauses E1 and E2 of the [Interim Terms](#).

3. CSG and priority assistance in relation to **nbn**TM Sky Muster Plus

3.1 Non-permitted uses of **nbn**TM Sky MusterTM Plus

Customer must not use, and warrants to **nbn** that it will not use, **nbn**TM Sky MusterTM Plus, or permit any Downstream Service Provider to use a Customer Product which relies on **nbn**TM Sky MusterTM Plus as an input, to supply a:

- (a) Downstream CSG Service (including standard telephone services that are subject to customer service guarantees for the purposes of the TCPSS Act); or
- (b) Downstream Priority Assistance Service.

3.2 CSG waivers

- (a) Customer waives, and must use reasonable endeavours to ensure that any relevant Downstream Service Provider waives, any right to recover any amount from **nbn** pursuant to section 118A of the TCPSS Act in respect of the supply of **nbn**TM Sky MusterTM Plus to Customer.
- (b) Customer releases, and must use reasonable endeavours to ensure that any relevant Downstream Service Provider releases, **nbn** from any current or future Liability in connection with section 118A of the TCPSS Act in respect of the supply of **nbn**TM Sky MusterTM Plus to Customer.

3.3 Indemnification against CSG related claims

- (a) Customer must pay to **nbn**, on demand, an amount equal to all Losses suffered or incurred by **nbn**, any Related Body Corporate of **nbn**, or their respective Personnel under this Agreement in connection with any Claim by Customer or Downstream Service Provider brought before, during or after the Term for amounts under section 118A of the TCPSS Act in connection with the supply or non-supply of **nbn**TM Sky MusterTM Plus.
- (b) The indemnity in section 3.3(a) is subject to clauses E2.7 of the [Interim Terms](#).
- (c) The limitations of liability imposed by clause E1.3 of the [Interim Terms](#) and exclusions of liability in clause E1.5 of the [Interim Terms](#) do not apply to any liability of Customer to **nbn** under this section 3.3.

Part F: Agreement Management



Section 4 is a *Special Term*. It should be read in conjunction with Module A and clause F3 of the [Interim Terms](#).

4. Plan Withdrawal

- (a) **nbn** may withdraw a Plan (**Sunset Plan**) by giving 6 months' written notice (**Withdrawal Notice Period**).
- (b) If **nbn** is still supplying any Ordered Products that include a Sunset Plan at the end of the relevant Withdrawal Notice Period, **nbn** may do either or both of the following:
 - (i) disconnect one or more of those Ordered Products; and
 - (ii) modify one or more of those Ordered Products to replace the Sunset Plan forming part of each such Ordered Product with an alternative Plan selected by **nbn**.
- (c) Without limiting **nbn**'s rights under section 4(b)(ii):
 - (i) **nbn** may select an alternative Plan under section 4(b)(ii) even if the recurring Charges for that alternative Plan are higher than the recurring Charges that applied to the Sunset Plan; and
 - (ii) if **nbn** exercises its rights under section 4(b)(ii), Customer will be deemed to have submitted an order for that alternative Plan.
- (d) The rights under sections 4(a) to 4(c) are separate to the change rights in clause F3 of the [Interim Terms](#) any may be exercised independently of any of those change rights in clause F3 of the [Interim Terms](#). Nothing in this clause will be read or interpreted as limiting any of **nbn**'s rights under clause F3 and nothing in clause F3 will be read or interpreted as limiting any of **nbn**'s rights under this section 4.
- (e) If **nbn** considers, acting reasonably, that an Ordered Product that includes a Sunset Plan is contributing to an Adverse Network Impact during the applicable Withdrawal Notice Period, **nbn** may immediately:
 - (i) disconnect that Ordered Product; or
 - (ii) restrict the Information Rate that may be achieved by that Ordered Product, in which case any such restriction will not constitute a Service Fault.

Part G: Dispute Management

*This document does not contain any Dispute Management terms which are specific to **nbn**[™] Sky Muster[™] Plus and additional to Module G of the [Interim Terms](#).*

Part H: General Terms



Section 5 is a Special Term. It takes priority over each other provision of this Agreement, including Module A, Module B, Module C and Module F of the [Interim Terms](#).

5. Insights Period

5.1 Insights Period

- (a) The **Insights Period** will start on the SMP Launch Date and end on 11 July 2019 (inclusive), unless extended by **nbn** in accordance with section 5.1(b).
- (b) **nbn** may extend the Insights Period by giving 10 Business Days' notice to Customer prior to the expiry of the then-current Insights Period.

5.2 Supply of Ordered Products during Insights Period

- (a) Customer must not place a Connect Order during the Insights Period:
 - (i) if that order, if accepted and Completed, would result in **nbn** supplying more than 50 **nbn**TM Sky MusterTM Plus Ordered Products to Customer; or
 - (ii) in respect of any Premises that is not Service Class 9.
- (b) For each Premises in respect of which **nbn** supplies both a Plan and an **nbn**TM Ethernet (Satellite) ordered product during the Insights Period, **nbn** may, at or after the end of the Insights Period, disconnect either the Plan or the **nbn**TM Ethernet (Satellite) ordered product in accordance with standard processes determined by **nbn** from time to time.

5.3 Charges

No Charges apply during the period up to and including 31 July 2019 in respect of the supply of any Ordered Products for which the relevant Connect Order is submitted during the Insights Period.

5.4 Service Levels

- (a) Service Levels, Performance Objectives and Operational Targets do not apply in respect of any Activities that are both:
 - (i) performed on or before 31 July 2019; and
 - (ii) performed in connection with an Ordered Product for which the relevant Connect Order has been submitted during the Insights Period.
- (b) **nbn** will not be liable to pay any Commercial Rebates in respect of any Activities to which section 5.4(a) applies.

5.5 Agreement Management

- (a) Despite clause A3(a) of the Interim Terms, **nbn** may notify Customer from time to time of new or revised operational processes with which Customer must comply, by giving

Customer at least 3 Business Days' notice where that notice is given during, or within 3 Business Days after the end of, the Insights Period.

- (b) Despite clause F3.1(a) of the [Interim Terms](#), **nbn** may change this Agreement by giving Customer 10 Business Days' notice where that notice is given during, or within 10 Business Days after the end of, the Insights Period.
- (c) Despite clause F6.1(a)(i) of the [Interim Terms](#) and clause F9.3 of the WBA Head Terms as incorporated into this Agreement, Customer may terminate this Agreement by giving **nbn** 5 Business Days' notice, provided any such notice is given no later than 5 Business Days after the later of:
 - (i) the end of the Insights Period; and
 - (ii) the date on which any notice is given by **nbn** under section 5.5(a) (if applicable).
- (d) Despite clause F6.2(a) of the [Interim Terms](#) and clause F9.3 of the WBA Head Terms as incorporated into this Agreement, **nbn** may terminate this Agreement by giving Customer 10 Business Days' notice where that notice is given during, or within 5 Business Days after the end of, the Insights Period.

Section 6 is a Product Term.

6. Requirements for describing Customer Products and Downstream Products

- (a) Customer must comply with any requirements in relation to marketing and public descriptions of Customer Products and Downstream Products as notified by **nbn** from time to time in accordance with clause H1.1 of the WBA Head Terms as incorporated into this Agreement.
- (b) Notwithstanding section 6(a), Customer is responsible for ensuring that it describes and promotes its Customer Products, and that Downstream Service Providers describe and promote their Downstream Products, in a manner consistent with all applicable laws, including consumer protection laws.

Part I: Product Management



Section 7 is a Special Term.

7. Standard Installations and Non Standard Installations

7.1 Standard Installations

Subject to section 7.2, an Installation in respect of a Premises will be a **Standard Installation** if each of the following conditions is satisfied:

- (a) all Connecting Equipment in respect of that Premises:
 - (i) can be installed during a single Appointment (where an Appointment is required in accordance with standard processes determined by **nbn** from time to time); and
 - (ii) can be installed and activated during Standard Hours;
- (b) **nbn** (or the Installer):
 - (i) has been provided with necessary rights of access to the Premises and any other property as required under this Agreement; and
 - (ii) is given access to Common Property and the Premises, as required by **nbn**, during the Appointment (where an Appointment is required in accordance with standard processes determined by **nbn** from time to time), to complete the installation of the Connecting Equipment (including any necessary inspection or related works);
- (c) no more than one NTD indoor component, one NTD outdoor component, one mount and up to two connecting cables (as required) between the indoor and outdoor units of the NTD and, where applicable, one additional Power Supply Unit (Standard) and one power converter need to be installed;
- (d) if an NTD outdoor component needs to be installed, it can be installed in a location where the cable run distance between the indoor and outdoor units of the NTD is no more than 50 metres in length; and
- (e) the NTD indoor component and any associated Power Supply Unit can be attached to the interior side of a wall of the Premises, at a location agreed between the End User and **nbn** (or the Installer) which:
 - (i) if the AC Power Supply Unit is installed, has a 240 volt power source which is:
 - (A) within a distance that will allow a direct connection to the indoor component of the NTD; and
 - (B) available to supply electricity to the NTD and any associated Power Supply Unit; or
 - (ii) if the DC Power Supply Unit is installed, has a power source which:
 - (A) complies with any requirements notified by **nbn** from time to time;

- (B) is within a distance that will allow a direct connection to the indoor component of the NTD; and
- (C) is available to supply electricity to the NTD and any associated Power Supply Unit.

7.2 Non Standard Installations

Notwithstanding anything in section 7.1, an Installation in respect of a Premises will be a **Non Standard Installation** if **nbn** (or the Installer) determines, acting reasonably, that the Installation is not a “standard installation” having regard to all of the following:

- (a) generally accepted industry practices and any applicable industry guidelines, policies, laws, regulations or directions;
- (b) the level of complexity and difficulty associated with the Installation;
- (c) the uniqueness of the circumstances associated with the Installation;
- (d) the presence of obstacles, dangers or other safety concerns during the time of Installation;
- (e) where the Installation is unable to occur during Standard Hours or a third party (e.g. a building manager or owner) imposes other procedural or other constraints; and
- (f) whether:
 - (i) the Installation will occur in a Limited Access Area;
 - (ii) the Installation requires special mounting or HSE arrangements; and
 - (iii) the cable run distance between the indoor and outdoor units of the NTD is more than 50 metres in length.

Section 8 is a Product Term.

8. Plan Test Service

8.1 Plan Test Service

In respect of any Plan Test Service supplied to Customer:

- (a) notwithstanding any provision of the [nbn™ Sky Muster™ Plus Price List](#):
 - (i) no recurring Charge will apply for the supply of the Plan Product Component or any associated UNI Product Component of that Plan Test Service; and
 - (ii) no Charge will apply for the Installation of the Connecting Equipment for that Plan Test Service, provided the Installation is a Standard Installation;
- (b) the provisions of the [nbn™ Sky Muster™ Plus Fair Use Policy](#) do not apply to any Plan Product Component of any Plan Test Service, unless use of any such Plan Product Component contributes to an Adverse Network Impact or **nbn** considers that use of the Plan Product Component may contribute to an Adverse Network Impact; and
- (c) notwithstanding any provision of the [nbn™ Sky Muster™ Plus Service Levels Schedule](#), no supply or non-supply of any Plan Test Service, or performance or non-performance of any Activity required or performed in connection with that Plan Test Service will be subject to, or contribute to, any Service Level, Operational Target or Performance Objective.

Section 9 is a Product Term.

9. Hand-back obligations

- (a) Within 4 weeks after the commencement of supply by **nbn** to Customer of each Access Component, Customer must start providing a Customer Product to which that Access Component is an input.
- (b) Customer must place a disconnection order for each Access Component as soon as practicable after it has ceased, or proposes to cease, supplying a Customer Product to which that Access Component is an input, for a continuous period of more than 4 weeks.
- (c) If Customer fails to comply with sections 9(a) or 9(b) **nbn** may disconnect each relevant Access Component in accordance with clause F6.2(b)(vi) of the [Interim Terms](#), by giving 5 Business Days' notice to Customer.