

# Dictionary

Wholesale Broadband Agreement





Dictionary

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## Wholesale Broadband Agreement

Version	Description	Effective Date
4.0	First issued version of WBA 4	1 December 2020
4.1	Amendments for withdrawal of Multicast (Multicast Domain, Multicast AVC) for <b>nbn</b> <sup>TM</sup> Ethernet (Fibre)	5 May 2021
4.2	Amendments in relation to Approved Non-Premises Locations	3 June 2021
4.3	Amendments in respect of APIs for Test & Diagnostic Transactions for B2B Access	10 June 2021
4.4	Amendments to support updates in the aggregation network	13 September 2021
4.5	Enterprise Ethernet Term End Discount	20 September 2021
4.6	Introduction of RSP Enquiry which includes live chat	6 October 2021
4.7	Changes to support the introduction of On-Demand Fibre Connection	1 November 2021
4.8	Amendments to support enhanced service delivery and delivery of <b>nbn</b> <sup>TM</sup> Enterprise Ethernet Products into data centres	30 June 2022
4.9	Amendments to support Self-Replacement – FTTC	22 November 2022
4.10	Amendments to support the addition of Held Order Status and Notification events for <b>nbn</b> <sup>TM</sup> Enterprise Ethernet orders	29 November 2022
4.11	Withdrawal of ebXML B2B Access Service Feature of <b>nbn</b> <sup>TM</sup> Platform Interfacing Service	30 November 2022
4.12	Amendments for introduction of <b>nbn</b> <sup>TM</sup> Smart Places	Later of <b>nbn</b> <sup>TM</sup> Smart Places Commercial Launch Date and the Execution Date

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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

**1000BaseEX** has the meaning given to that NNI Bearer profile as described in the Network Interface Specification – NNI.

**1000BaseLX** has the meaning given to that NNI Bearer profile as described in the Network Interface Specification – NNI.

**100GBaseER4** has the same meaning given to that NNI Bearer profile as described in the Network Interface Specification – NNI.

**100GBaseLR4** has the same meaning given to that NNI Bearer profile as described in the Network Interface Specification – NNI.

**10GBaseER** has the meaning given to that NNI Bearer profile as described in the Network Interface Specification – NNI.

**10GBaseLR** has the meaning given to that NNI Bearer profile as described in the Network Interface Specification – NNI.

**24/7 Priority Assistance Contact Centre** means the contact centre maintained by **nbn** for the purposes of communications with **nbn** concerning Products used or to be used as an input into the supply of Downstream Priority Assistance Services.

**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.

**AAA** means authentication, authorisation and accounting.

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

**AC** means Alternating Current.

**ACCC** means the Australian Competition and Consumer Commission.

**Accelerated Appointment** means an appointment that falls within the Service Levels for Accelerated Connections.

**Accelerated Connection** means the connection and activation of the Access Components for **nbn**<sup>™</sup> Ethernet (Fibre), **nbn**<sup>™</sup> Ethernet (FTTB), **nbn**<sup>™</sup> Ethernet (FTTN), **nbn**<sup>™</sup> Ethernet (FTTC) or **nbn**<sup>™</sup> Ethernet (HFC):

- (a) where RSP or a Downstream Service Provider proposes to supply a standard telephone service to an End User at a Premises that is an Inactive Premises for that End User; and
- (b) which is ordered by RSP as an 'Accelerated Connection'.

**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** means, in respect of a Product, the Test Status of that name described in the relevant Operations Manual, as the context requires.

**Accepted Invitee** means RSP and/or any Other RSP accepted by the Panel as a party to an Industry Relevant Dispute in accordance with clause G6.2 of the [Head Terms](#).

**Accepted Notification** means a notification provided by **nbn** to RSP that the Trouble Ticket Status of a Trouble Ticket has been changed to In Progress.

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

**Access Component Disconnection** means the disconnection of a UNI or AVC supplied by **nbn** to RSP in respect of a Premises or a Smart Location, as the context requires.

**Access Component Modification** means, in respect of a Premises or Smart Location, the modification of an Access Component including, where relevant, to:

- (a) change the AVC bandwidth profile or UNI allocation;
- (b) change C-VID used to identify the AVC at the NNI;
- (c) associate the AVC with a different CVC supplied to RSP in the same CSA;
- (d) enable or remove a UNI-V and associated AVC;
- (e) enable or disable an Enhanced Fault Rectification Service; or
- (f) add or remove the Battery Backup Service,

but does not include a Priority Assistance Modification.

**Access Component Reactivation** means the second or later Activation of Access Components by **nbn** (for RSP or any Other RSP) in respect of:

- (a) a Service Class 3 Smart Location for which **nbn** determines that the Activation requires no works in respect of any Connecting Equipment, except for the replacement of a missing or damaged SFP-NTD;
- (b) a Service Class 3, Service Class 6 or Service Class 24 Premises for which **nbn** determines that the Activation requires no works in respect of any Connecting Equipment, except for the replacement of a missing or damaged NTD;
- (c) a Service Class 13 **nbn**<sup>TM</sup> Copper Pair at a Service Class 13 Premises for which **nbn** determines that the Activation requires no works in respect of any Connecting Equipment, except for the reinstatement of an existing Copper Connecting Cable or the replacement of a missing or damaged Copper Connecting Cable forming part of the Service Class 13 **nbn**<sup>TM</sup>

Copper Pair;

- (d) a Service Class 34 **nbn**<sup>TM</sup> Copper Pair at a Service Class 34 Premises for which **nbn** determines that the Activation requires no works in respect of any Connecting Equipment, except for one or both of the following:
  - (i) the replacement of a missing or damaged FTTC-NCD; or
  - (ii) the reinstatement of an existing Copper Connecting Cable or the replacement of a missing or damaged Copper Connecting Cable forming part of the Service Class 34 **nbn**<sup>TM</sup> Copper Pair; or
- (e) a Service Class 9 Premises where Access Components were previously being provided by **nbn** on the same NTD.

**Access EPL** or **Access Ethernet Private Line** has the meaning given to the term in section 2.1.1 of the [nbn<sup>TM</sup> Enterprise Ethernet Product Technical Specification](#).

**Access EVPL** or **Access Ethernet Virtual Private Line** has the meaning given to the term in section 2.1.1 of the [nbn<sup>TM</sup> Enterprise Ethernet Product Technical Specification](#).

**Access E-Line Service** has the meaning given to the term in section 2.1.1 of the [nbn<sup>TM</sup> Enterprise Ethernet Product Technical Specification](#).

**Access Line Rate** means the maximum bound on the information-carrying capacity of the copper pair between the **nbn**<sup>TM</sup> Downstream Network Boundary and the **nbn**<sup>TM</sup> Node.

**Access Loop Identification** means the functionality described in:

- (a) for the purposes of **nbn**<sup>TM</sup> Ethernet, section 4.1.2 of the [nbn<sup>TM</sup> Ethernet Product Technical Specification](#);
- (b) for the purposes of **nbn**<sup>TM</sup> Smart Places, section 4.1.2 of the [nbn<sup>TM</sup> Smart Places Product Technical Specification](#); and
- (c) section 4 of the Network Interface Specification – AVC.

**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 RSP or an Other RSP.

**Access Seeker Undertaking** means a deed of undertaking that is enforceable by the Underlying Facility Provider relating to the supply of the Facilities Access Service in respect of a Type 2 Facility in the form provided by **nbn** to RSP from time to time.

**Access Timetable** means the timetable of those dates and times that RSP may access and use the National Test Facility for the purpose of completing Interoperability Certification Testing or Operational Accreditation Testing (as the case may be), including any revised timetable (if applicable), as determined by **nbn**.

**Access Virtual Circuit** has the meaning given to that term:

- (a) for the purposes of **nbn** Ethernet, in section 3 of the [nbn<sup>TM</sup> Ethernet Product Description](#);
- (b) for the purposes of **nbn**<sup>TM</sup> Smart Places, in section 2 of the [nbn<sup>TM</sup> Smart Places Product Description](#); and
- (c) for the purposes of the Sandpit, in the [Sandpit Service Description](#).

**Accessible Location** has the meaning given to that term in section 10.1(b) of the [Service Description for the Facilities Access Service](#).

**Acknowledged** means, in respect of a Product, the Order Status or Trouble Ticket Status of that name described in the relevant Operations Manual, as the context requires.

**Acknowledged – Pending** means, in respect of a Product, the Order Status or Trouble Ticket Status described in the relevant Operations Manual, as the context requires.

**Acknowledged Notification** means a notification provided by **nbn** to RSP that the Order Status of an order or the Trouble Ticket Status of a Trouble Ticket has been changed to Acknowledged, as the context requires.

**ACMA** means the Australian Communications and Media Authority.

**ACS** means Automatic Configuration Server.

**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 any Service Levels Schedule.

**Actual Appointment** means:

- (a) in respect of the Satellite Network, an Appointment which has been scheduled by **nbn** with the Appointment Representative after RSP has reserved installation capacity in accordance with the [WBA Operations Manual](#); or
- (b) in respect of any other **nbn**<sup>TM</sup> Network, an Appointment.

**Actual Trouble Ticket Appointment** means:

- (a) in respect of the Satellite Network, a Trouble Ticket Appointment which has been scheduled by **nbn** with the Appointment Representative after RSP has reserved assurance capacity in accordance with the [WBA Operations Manual](#); or
- (b) in respect of any other **nbn**<sup>TM</sup> Network, a Trouble Ticket Appointment.

**ADA** or **Access Distribution Area** means a geographical region within a SAM which includes Premises served by the Fibre Network, FTTB Network, FTTN Network, FTTC Network, HFC Network or Enterprise Ethernet Network.

**Additional / Replacement Access Card** means an additional or replacement Electronic Access Card provided by **nbn** to RSP in respect of a Type 1 Facility or Type 2 Facility.

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

**Address Query** has the meaning given to that term in section 4.2.2 of the [WBA Operations Manual](#).

**Address Search** has the meaning given to that term in the "B2B Interaction Business Process Technical Specification".

**Addressing Mode A** means the AVC and CVC addressing mode described in:

- (a) for the purposes of **nbn**<sup>TM</sup> Ethernet, section 3.1.2 of the [nbn<sup>TM</sup> Ethernet Product Technical Specification](#);
- (b) for the purposes of **nbn**<sup>TM</sup> Smart Places, section 3.2.1 of the [nbn<sup>TM</sup> Smart Places Product Technical Specification](#);
- (c) section 2.3 of the Network Interface Specification – AVC; and
- (d) section 2.3 of the Network Interface Specification – CVC.

**Addressing Mode C** means the AVC and CVC addressing mode described in section 3.1.2 of the [nbn<sup>TM</sup> Ethernet Product Technical Specification](#), section 2.3 of the Network Interface Specification –

AVC and section 2.3 of the Network Interface Specification – CVC.

**Addressing Mode D** means the AVC and CVC addressing mode described in section 3.1.2 of the [nbn™ Ethernet Product Technical Specification](#), section 2.3 of the Network Interface Specification – AVC and section 2.3 of the Network Interface Specification – CVC.

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

**ADSL Service** means a Carriage Service supplied by means of asymmetric digital subscriber line technology.

**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 RSP, causes a nuisance in or while accessing **nbn™** Infrastructure; or
- (d) in the case of RSP, 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 RSP'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 RSP or any Other RSP; 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 End User** means, in respect of a Rebate, a Contracted End User adversely affected by the matters giving rise to **nbn's** liability to pay the Rebate.

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

**After Hours Installation** means any Installation in respect of **nbn™** Ethernet (Fibre), **nbn™** Ethernet (FTTB), **nbn™** Ethernet (FTTN) or **nbn™** Ethernet (FTTC), that:

- (a) is a Standard Installation (except regarding the requirements of section 29.1(a)(ii) of the [nbn™ Ethernet Product Terms](#)); and
- (b) occurs during an After Hours Installation Appointment.

**After Hours Installation Appointment** means an Appointment identified as an "After Hours Installation Appointment" in the **nbn™** Service Portal or B2B Access and is set for a period between:

- (a) 5:00pm to 9:00pm on a Business Day;
- (b) 8:00am to 12:00pm on a Saturday or Sunday; or
- (c) 1:00pm to 5:00pm on a Saturday or Sunday.

**After Hours Site Visit** means a site visit in connection with the Delivery of an **nbn™** Enterprise Ethernet Ordered Product which occurs outside of 9:00am to 5:00pm on a Business Day at RSP's request.



**Aggregation Node Site** means, collectively, those parts of a building within the Site Boundary in respect of an Established POI, at which:

- (a) **nbn** presents the NNI;
- (b) **nbn** supplies Co-location; or
- (c) **nbn** supplies Cross Connect.

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

**Amendment Order** has the meaning given to that term in section 4.5.1.2 of the [WBA Operations Manual](#) or section 4.4.2.2 of the [nbn™ Smart Places Operations Manual](#) (as the context requires).

**Annexed Aggregation Node Site** means, in respect of an Established POI, an Aggregation Node Site that is located at a different address to the relevant POI Site.

**API** means an application programming interface, using the REST protocol, made available by **nbn** for the purpose of enabling B2B Access.

**API Credentials** means a client key and a client secret issued by **nbn** to enable authentication of messages sent to or from an RSP B2B Application.

**API Quota** means the maximum number of Monitored Transactions that are Test & Diagnostic Transactions that can be performed by RSP through B2B Access using APIs as set out in the Test & Diagnostic Checklist.

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

**Appointment Enquiry** has the meaning given to that term in section 6.2.7 of the [WBA Operations Manual](#).

**Appointment ID** means a unique identifier which identifies a timeslot assigned to RSP for the purposes of organising and managing an Appointment or Trouble Ticket Appointment at a Premises or Smart Location.

**Appointment Representative** means the Contracted End User (or their authorised representative aged 18 or over) or the Multi-Premises Site representative (as applicable).

**Appointment Status** means the status of an Appointment as Reserved, Booked, In Progress, Complete, Incomplete and Cancelled as described in section 6.2.1 of the [WBA Operations Manual](#).

**Approved De-identification Process** has the meaning set out in clause D1.10(e) of the [Head Terms](#).

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

**Approved Non-Premises List** means a document entitled "Approved Non-Premises List" that **nbn** provides to RSP from time to time.

**Approved Non-Premises Location** means a location in respect of which section 40(b) of the [nbn™ Ethernet Product Terms](#) or section 16(b) of the [nbn™ Enterprise Ethernet Product Terms](#) applies.

**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 [Head Terms](#).

**As Built Drawings** means drawings which show the state of the installation of RSP's lead-in or

backhaul transmission cables in their 'as built' form.

**Assurance Enquiry** means:

- (a) in relation to **nbn**<sup>TM</sup> Ethernet, an enquiry submitted by RSP through the **nbn**<sup>TM</sup> Service Portal, B2B Access or in accordance with section 1.4.3 of the [WBA Operations Manual](#);
- (b) in relation to **nbn**<sup>TM</sup> Smart Places, an enquiry submitted by RSP through the **nbn**<sup>TM</sup> Service Portal, B2B Access or in accordance with section 1.5.3 of the [nbn](#)<sup>TM</sup> Smart Places Operations Manual; and
- (c) in respect of a Trouble Ticket, where such enquiry relates to a request for additional information about a Trouble Ticket, request in relation to a Trouble Ticket or an enquiry about the action being taken or taken by **nbn** in relation to a Trouble Ticket.

**ATA** means Analogue Telephony Adaptor.

**Australian Consumer Law** means the provisions set out in Schedule 2 to the Competition and Consumer Act.

**Authorised Account Holder** means a person acquiring, under contract from a service provider, a product or service which is supplied to a Premises using Existing Infrastructure, or that person's authorised representative.

**Authorised Contact** means a person authorised to raise a Billing Enquiry or Billing Dispute or to lodge a Credit/Rebate Claim Form on behalf of RSP.

**Authorised Person** means a person who has successfully completed and continues to maintain relevant Site Induction Courses and has taken all steps and fulfilled all conditions as specified in the [WBA Operations Manual](#) in relation to entry into Type 1 Facilities and/or Type 2 Facilities, as applicable.

**Authorised User** has the meaning given to that term in section 2.2.4.2 of the [WBA Operations Manual](#) or section 2.2.3.2 of the [nbn](#)<sup>TM</sup> Smart Places Operations Manual (as the context requires).

**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**<sup>TM</sup> Network.

**Authority to Leave** means the authorisation (either provided directly to RSP or via a Downstream Service Provider) of a Contracted End User for **nbn** to leave the **nbn**<sup>TM</sup> Equipment at the Premises if the Appointment Representative is not present at the Premises at the time of the delivery.

**Auto-Closure Rules** means the rules, as notified to RSP from time to time, for **nbn** automatically closing battery alarms.

**AVC** has the meaning given to the term Access Virtual Circuit.

**AVC Service ID** has the meaning given to that term in section 4.1.2 of the [nbn](#)<sup>TM</sup> Ethernet Product Technical Specification or section 4.1.2 in the [nbn](#)<sup>TM</sup> Smart Places Product Technical Specification (as the context requires).

**AVC TC-1** has the meaning given to that term in section 3.1(c) of the [nbn](#)<sup>TM</sup> Ethernet Product Description.

**AVC TC-2** has the meaning given to that term in section 3.1(c) of the [nbn](#)<sup>TM</sup> Ethernet Product Description or section 2.3 of [nbn](#)<sup>TM</sup> Smart Places Product Description (as the context requires).

**AVC TC-4** has the meaning given to that term in section 3.1(c) of the [nbn](#)<sup>TM</sup> Ethernet Product Description or section 2.2 of the [nbn](#)<sup>TM</sup> Smart Places Product Description (as the context requires).

**AVC Traffic Flow** means, in respect of an **nbn**<sup>TM</sup> Ethernet Ordered Product, the transmission of traffic on **nbn**<sup>TM</sup> Ethernet in respect of that Ordered Product.

**Average Achievable PIR** means, in respect of an AVC TC-4 Product Component during a month, the average maximum downstream PIR that **nbn** estimates the AVC TC-4 Product Component is capable of achieving during that month, based on at least 21 point-in-time measurements during that month.

**Average Busy Hour Link Packet Loss** means, in respect of a Transmission Backhaul Link, the average rate of packet loss during the Backhaul Link Busy Hour for that Transmission Backhaul Link in each day of the relevant Backhaul Link Packet Loss Reporting Period (excluding performance that **nbn** disregards, acting reasonably, on the basis that it is non-representative, such as non-representative performance due to faults, Planned Outages, testing and maintenance activities, and equipment configuration changes affecting that Transmission Backhaul Link).

**Average Downlink Throughput** means, in respect of a Wireless Network cell in a week, the average downlink throughput performance of active **nbn**<sup>TM</sup> Ethernet (Wireless) Ordered Products during the Downlink Throughput Busy Hour for that cell in each day of the relevant Downlink Throughput Reporting Period, calculated as follows:

- (a) dividing the total volume of the data downloaded by each Ordered Product during the Downlink Throughput Busy Hour by the time elapsed on the radio interface between the UNI and NNI for transmission of that volume of data (measured at the NNI); and
- (b) excluding performance that **nbn** disregards, acting reasonably, on the basis that it is non-representative (excluding performance that **nbn** disregards, acting reasonably, on the basis that it is non-representative, such as non-representative performance due to faults, Planned Outages, testing and maintenance activities, and equipment configuration changes affecting that Wireless Network cell).

**AVF** or **Access Verification Form** means the electronic form to be completed and submitted by RSP in accordance with the requirements set out in sections 3.4.2 and 3.5.5 of the [WBA Operations Manual](#).

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

**B-NTD** or **Business – Network Termination Device** means the NTD which is used to supply **nbn**<sup>TM</sup> Enterprise Ethernet as described in the Network Interface Specification – Premises Network Devices.

**B2B Access** has the meaning given to that term in:

- (a) in respect of **nbn**<sup>TM</sup> Enterprise Ethernet, section 2.2 of the [Service Terms \(nbn<sup>TM</sup> Enterprise Ethernet – Portal & B2B Access\)](#); and
- (b) otherwise, section 2 of the [Service Description for the nbn<sup>TM</sup> Platform Interfacing Service](#).

**B2B Forum** means the forum of that name established by **nbn** under clause F3 of the [Head Terms](#) for the purposes of the development of the B2B Specifications.

**B2B Gateway Interoperability Change** means a change in the **nbn**<sup>TM</sup> B2B Gateway which introduces a new:

- (a) ebcpp version that is not backwards compatible with the ebcpp version implemented immediately prior to the change; or
- (b) authentication mechanism that is not backwards compatible with the authentication mechanism implemented immediately prior to the change.

**B2B Interface Version** means B2B specifications that are described in an '**nbn**<sup>TM</sup> Platform Interfacing Service B2B Access Release Note'.

**B2B Sandpit ebXML Collaboration Protocol Agreement** means the latest version of the document entitled 'B2B Sandpit ebXML Collaboration Protocol Agreement' that has been provided by **nbn** to RSP from time to time.

**B2B Specifications** means the latest version of the set of documents that **nbn** identifies as being the

B2B Specifications and which **nbn** provides to RSP from time to time in accordance with this Agreement.

**Backhaul Link Busy Hour** means, for a Transmission Backhaul Link in a day, the hour in that day during which that Transmission Backhaul Link transmits, or attempts to transmit, the highest volume of data for that day, as calculated by **nbn**.

**Backhaul Link Packet Loss Reporting Period** means:

- (a) subject to paragraph (b), a 28-day period the subject of a packet loss measurement set out in a Wireless Performance Report; or
- (b) where the Transmission Backhaul Link is being upgraded or commissioned during the relevant 28-day period, such shorter period as is the subject of the packet loss measurement for the Transmission Backhaul Link set out in that Wireless Performance Report.

**BAF** or **Billing Adjustment File** means the document described in, and containing the details set out in, section 8.4.1.5 of the [WBA Operations Manual](#).

**Basic CVC** means a CVC Ordered Product Component that is not a Bundled CVC.

**Battery Backup Service** comprises, in respect of a UNI port at a Premises:

- (a) a Power Supply with Battery Backup; and
- (b) Battery Missing Alarm and Replace Battery Alarm notifications.

**Battery Missing Alarm** means an alarm generated by an NTD powered by the Power Supply with Battery Backup when no battery is detected in the Power Supply with Battery Backup.

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

**BEF** or **Billing Event File** means, in respect of a Product, the document of that name described in, and containing the details set out in, the relevant Operations Manual, as the context requires.

**Best Efforts Business Product** means an RSP Product or Downstream Product that is designed to support non-critical applications that tolerate variable levels of frame delay, frame delay variation and frame loss throughout the day.

**BGP** means border gateway protocol.

**BIF** or **Billing Invoice File** means the document described in, and containing the details set out in, section 8.4.1.3 of the [WBA Operations Manual](#).

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

**Billing Account Request Form** has the meaning given to that term in section 2.2.1.2 of the [WBA Operations Manual](#) or section 2.2.1.2 in the [nbn™ Smart Places Operations Manual](#) (as the context requires).

**Billing Dispute** has the meaning given to that term in clause B5.2 of the [Head Terms](#).

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

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

**Billing Dispute Form** means:

- (a) the document by that name which is published by **nbn** from time to time; or

(b) an online form referred to as such by **nbn**.

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

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

**Billing Enquiry** means an enquiry raised by RSP regarding a matter set out in section 8.8.2.1 of the [WBA Operations Manual](#).

**Billing Expert** means a person who is an auditor qualified under Australian law and appointed under clause B5.7 of the [Head 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 [Head Terms](#) or section 2 of the [nbn™ Enterprise Ethernet Product Terms](#), as the context requires.

**Billing Period Options** has the meaning given to that term in clause B2.2(a) of the [Head Terms](#) or section 2 of the [nbn™ Enterprise Ethernet Product Terms](#), as the context requires.

**Blocked Service Transfer** means an order for a Service Transfer that has been rejected because it was placed in respect of a Premises flagged as requiring Transfer Validation.

**Block-Out Period** means, in respect of a Temporary POI CSA, the period described in section 4.5.8 of the [WBA Operations Manual](#) during which it will not be possible for RSP to submit Connect Orders in respect of a Premises in the Temporary POI CSA.

**Booked** means the Appointment Status described in section 6.2.1 of the [WBA Operations Manual](#).

**Brownfields Connection** means an End User Connection in respect of a Brownfields Premises.

**Brownfields Premises** means a Premises that is identified as Brownfields in the applicable Ready for Service Rollout Plan provided by **nbn**.

**Build Activities** means construction, configuration, extension and upgrade activities by **nbn** which are ancillary or incidental to the supply of an **nbn™** Enterprise Ethernet Ordered Product or **nbn™** Smart Places Ordered Product under this Agreement.

**Build Agreement** means an agreement between **nbn** and RSP, or between **nbn** and an End User, pursuant to which **nbn** undertakes Build Activities.

**Building** means a permanent structure, equipment or a building in respect of which an NTD is able to be installed.

**Building Entry Rights** has the meaning given to that term in section 8 of the [Service Description for the Facilities Access Service](#).

**Bundled AVC TC-4** means an AVC TC-4 Product Component that is associated with a Bundled CVC.

**Bundled Components** has the meaning given to that term in section 11.1(a) of the [nbn™ Ethernet Price List](#).

**Bundled CVC** means:

- (a) a CVC Ordered Product Component that RSP has designated as a "Bundled CVC" during an applicable ordering process; or
- (b) a CVC Ordered Product Component to which a Bundles Discount otherwise applies on its terms.

**Bundled CVC TC-4** means a CVC TC-4 Product Component that is a Bundled CVC.

**Bundles Discount** means a Discount that is made available to RSP for an AVC Product Component and CVC Product Component bundle (whether or not other Product Components or Product Features are also included in the bundle).

**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 Hours** means between 9:00am and 5:00pm on a Business Day in the place where the relevant works or tasks with respect to the relevant POI Site or Aggregation Node Site are being carried out.

**Business Rules** means any instructions, policies or procedures issued by **nbn** pursuant to clause C4.2 of the [Head Terms](#) and each Fair Use Policy.

**C-TAG** has the meaning given to that term in the Network Interface Specification - AVC.

**C-VID** means Customer Edge (CE)-VLAN Identifier.

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

**Cable Rectification** has the meaning given to that term in the Telstra Migration Plan.

**Cancelled** means, in respect of a Product, the Order Status, Appointment Status, Trouble Ticket Status or Trouble Ticket Appointment Status described in the relevant Operations Manual, as the context requires.

**Cancelled Notification** means a notification provided by **nbn** to RSP that the Order Status of an order, or Test Status of a Network Test, has been changed to Cancelled, as the case may be.

**Capacity Management Policy** means the policy of that name published from time to time by **nbn** which specifies how **nbn** will manage capacity in relation to the supply of the Service Elements of the Facilities Access Service.

**Capacity Utilisation** means the utilisation of a network resource, expressed as a ratio of actual utilisation compared with installed capacity.

**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.

**CBS or Committed Burst Size** means:

- (a) in relation to **nbn**<sup>TM</sup> Ethernet and **nbn**<sup>TM</sup> Smart Places, the length of a burst of Layer 2 traffic (either in bytes or milli-seconds as set out in section 3 of the Network Interface Specification – AVC and section 3 of the Network Interface Specification – CVC) that may be received at ingress to the **nbn**<sup>TM</sup> Network, for a traffic class which is subject to a CIR before traffic is discarded by the **nbn**<sup>TM</sup> Network; or
- (b) in relation to **nbn**<sup>TM</sup> Enterprise Ethernet, the length of a burst of Layer 2 traffic (either in bytes or milli-seconds as set out in section 3 of the Network Interface Specification – OVC) that may be received at ingress to the **nbn**<sup>TM</sup> Network, for a Class of Service which is subject to a CIR before traffic is discarded by the **nbn**<sup>TM</sup> Network.

**Centralised Deployment** means the deployment of Fibre Network or HFC Network infrastructure, including an F-NTD or an HFC-NTD, by **nbn** to a centralised location in the Multi-Premises Site (such as a communications room or utility closet) to allow RSP to supply RSP Products (or support the supply of Downstream Products) to Non-Addressable Objects in the Multi-Premises Site.

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

**Central Splitter Fault** means a fault or a failure in a Central Splitter installed as a Professional Wiring Service in connection with **nbn**<sup>TM</sup> Ethernet (FTTB) or **nbn**<sup>TM</sup> Ethernet (FTTN) that:

- (a) occurs within 2 years following the first date of installation by **nbn**; and
- (b) arises as a result of the Central Splitter having a defect, not being fit for purpose or as a result of a failure by Personnel of **nbn** to exercise due care and skill in the installation of the Central Splitter.

**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.

**Change of Access Technology (COAT)** means the activities that **nbn** performs in accordance with section 4.8 of the [WBA Operations Manual](#) to make a Premises Serviceable by a Subsequent Access Technology.

**Changeover Period End Date** means, in respect of a particular Premises, the "changeover period end date" specified by **nbn** in the Historical Footprint List for that Premises.

**Charges** means the charges (including any Taxes) set out in a Price List or a Price Confirmation, without the application of any Discount, Credit, Rebate or Waiver.

**CIR** or **Committed Information Rate** means, in respect of a Product, the Information Rate which the **nbn**<sup>TM</sup> Network is committed to transfer for a particular link under normal conditions, as further described in the relevant Product Technical Specification, as the context requires.

**CIR Objective** means, for an **nbn**<sup>TM</sup> Ethernet (FTTB) Ordered Product or **nbn**<sup>TM</sup> Ethernet (FTTN) Ordered Product, that the Line Rate at the **nbn**<sup>TM</sup> Downstream Network Boundary in respect of the relevant Premises is capable of achieving a TC-2 CIR of at least:

- (a) in the case of an **nbn**<sup>TM</sup> Ethernet (FTTB) Ordered Product or **nbn**<sup>TM</sup> Ethernet (FTTN) Ordered Product supplied using a Transitioning Special Service Line in respect of which the Designated Special Service is:
  - (i) Telstra's Frame Relay "Direct Special Service", as defined in the Telstra Migration Plan;
  - (ii) Telstra's ISDN10/20/30 "Direct Special Service", as defined in the Telstra Migration Plan;
  - (iii) Telstra's ISDN2 "Direct Special Service", as defined in the Telstra Migration Plan; or
  - (iv) a service that is certified as a "Special Service Input" in accordance with the Telstra Migration Plan as a service equivalent to a "Direct Special Service" listed in paragraph (b)(i) to (iii) above, supplied by means of a ULLS supplied by Telstra,5Mbps (CIR) for all TC-2 bandwidth profiles ordered;
- (b) in the case of any other **nbn**<sup>TM</sup> Ethernet (FTTB) Ordered Product or **nbn**<sup>TM</sup> Ethernet (FTTN) Ordered Product supplied using a Transitioning Special Service Line:
  - (i) 5 Mbps (CIR) if that TC-2 bandwidth profile is ordered; or
  - (ii) 10 Mbps (CIR) if that TC-2 bandwidth profile or the 20 Mbps (CIR) TC-2 bandwidth profile, is ordered; and
- (c) otherwise, for an **nbn**<sup>TM</sup> Ethernet (FTTB) Ordered Product or **nbn**<sup>TM</sup> Ethernet (FTTN) Ordered Product which is not being supplied on a Transitioning Special Service Line and to which a CIR Objective applies in accordance with the Product Description and [WBA Operations Manual](#):
  - (i) 5 Mbps (CIR) if that TC-2 bandwidth profile is ordered; or

- (ii) 10 Mbps (CIR) if that TC-2 bandwidth profile, or the 20 Mbps (CIR) TC-2 bandwidth profile, is ordered.

**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, in respect of a Product, the Trouble Ticket Status of that name described in the relevant Operations Manual, as the context requires.

**Closed Notification** means a notification provided by **nbn** to RSP that the Trouble Ticket Status of a Trouble Ticket has been changed to Closed.

**Co-existence Period** means, in respect of an **nbn**<sup>TM</sup> Node, the period during which **nbn**<sup>TM</sup> Ethernet (FTTB), **nbn**<sup>TM</sup> Ethernet (FTTN) or **nbn**<sup>TM</sup> Ethernet (FTTC), as applicable, co-exists with any Co-existing Services.

**Co-existing Services** means the following services:

- (a) ADSL (asymmetric digital subscriber line);
- (b) ADSL2;
- (c) ADSL2+;
- (d) SHDSL (single pair high-speed digital subscriber line);
- (e) ISDN (integrated services digital network); and
- (f) any other service (other than VDSL (very high-speed digital subscriber line)) covered by the CommsAlliance Industry Code C559:2012 "Unconditioned Local Loop Service (ULLS) Network Deployment", as registered by the ACMA on 16 May 2012.

**Co-location** means the Service Element of that name described in the [Service Description for the Facilities Access Service](#) and the [Service Technical Specification for the Facilities Access Service](#).

**Co-location Connection Point** means the designated point on an **nbn**<sup>TM</sup> ODF at which **nbn** presents the RSP Active Equipment hosted by **nbn** as part of Co-location, via cross-connections supplied by **nbn** as part of Co-location.

**Co-ordinated Appointment** means an Appointment identified as a "Co-ordinated Appointment" in the **nbn**<sup>TM</sup> Service Portal or B2B Access made available in respect of Premises served by the Fibre Network, FTTB Network, FTTN Network, FTTC Network or the HFC Network and as described in section 6.3.3 of the [WBA Operations Manual](#).

**Co-ordinated Appointment (Day)** means a Co-ordinated Appointment with an appointment time on the hour between 8:00am and 8:00pm.

**Co-ordinated Appointment (Night)** means a Co-ordinated Appointment with an appointment time on the hour between 9:00pm and 7:00am.

**Co-ordinated Appointment Rebate** means the rebate in respect of **nbn**'s failure to achieve the Service Level for a Co-ordinated Appointment determined in accordance with section 2.5 of the [nbn<sup>TM</sup> Ethernet Service Levels Schedule](#).

**Combiner** means a facility installed at an **nbn**<sup>TM</sup> Node where, and for so long as, it is required for the purposes of Voiceband Continuity, which is owned, operated or controlled by **nbn** (or any Related Body Corporate of **nbn**) and used by **nbn** to combine **nbn**<sup>TM</sup> Ethernet (FTTB) or **nbn**<sup>TM</sup> Ethernet (FTTN) (as applicable) with a Voiceband Service supplied by a party other than **nbn**.

**Commercial Launch Date** means, in relation to a Product, Product Component, Product Feature or access technology, the date notified by **nbn** as the date on which **nbn** will commercially launch the Product, Product Component, Product Feature or access technology.



**Commercial Rebate** means a Connection Rebate, Failed Connection Rebate, Missed Connection Appointment Rebate, Service Fault Rebate, Enhanced Fault Rectification Rebate, Missed Trouble Ticket Appointment Rebate, PIR Objective Rebate, FTTB/N/C Connection Performance Rebate, Wireless Speed Performance Rebate, Enterprise Ethernet Delivery Rebate, Enterprise Ethernet Fault Rebate or any other Rebate specified by **nbn** as a "Commercial Rebate" from time to time.

**Committed Delivery Date** means the target date by which **nbn** proposes to complete Delivery, as notified by **nbn** to RSP in accordance with section 4.3.1 of the [nbn™ Enterprise Ethernet Operations Manual](#).

**Commitment** means the process for **nbn** to progress a Trouble Ticket that does not require an Appointment.

**Common MDU Site Equipment** means any equipment (including any in-building cabling and In-building Wiring) at an MDU Site that is:

- (a) part of any Common Property or otherwise common to, accessible or used by, or shared between, two or more separately owned or occupied Premises;
- (b) not owned by, or operated or controlled by or in accordance with the directions of, RSP or any of its Related Bodies Corporate; and
- (c) not **nbn**™ Equipment.

**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**™ Infrastructure with no modification or conversion required to the **nbn**™ Infrastructure, including having regard to the compatibility requirements notified by **nbn** under clause C5.1(a) of the [Head 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, in respect of a Product, the Order Status, Appointment Status, Trouble Ticket Appointment Status or Test Status described in the relevant Operations Manual, as the context requires.

**Completed Notification** means a notification provided by **nbn** to RSP that the Order Status of an order or the Test Status of a Network Test has been changed to Complete, as the case may be.

**Completion Advice** means a Completed Notification in respect of an End User Connect Order.

**Completion Notification** means a notice of completion of a Planned Outage.

**Component Failure** means either of the following, unless it is caused by, or part of, a General Failure:

- (a) a Software Failure; or
- (b) a Hardware Failure.

**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:
  - (i) aggregated with other information of a similar or related nature, such that RSP, Downstream Service Providers or End Users cannot be identified by the information or any part of it; or
  - (ii) created or processed using an Approved De-Identification Process.

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

- (a) Construction Rollout Plans;
- (b) Ready for Service Rollout Plans;
- (c) Historical Rollout Region Lists;
- (d) Point of Interconnect Rollout Plans;
- (e) Rollout boundary data;
- (f) Proposed Footprint Lists;
- (g) Historical Footprint Lists;
- (h) data and information derived from Historical Footprint Lists;
- (i) Greenfield Supplement Updates;
- (j) Service Class information;
- (k) **nbn**<sup>TM</sup> Network Boundaries Maps and Polygons;
- (l) coverage maps of brownfield, greenfield and fixed wireless areas;
- (m) the **nbn**<sup>TM</sup> Marketing Handbook;
- (n) Operational Bulletins;
- (o) the **nbn**<sup>TM</sup> Power Resiliency Policy;
- (p) details of UNI Zones and Route Types;
- (q) information or data relating to the Charges for **nbn**<sup>TM</sup> Enterprise Ethernet Ordered Products, Product Components, or Product Features that **nbn** has confirmed as being general pricing information; and
- (r) any other information that **nbn** notifies to RSP is "Confidential Marketing Information",

but does not include:

- (a) information or data generated from the **nbn**<sup>TM</sup> Service Portal or B2B Access;

- (b) information or data generated from the **nbn**<sup>™</sup> Enterprise Ethernet Portal or B2B Access, such as an Enterprise Ethernet Quote or Price Confirmation;
- (c) information or data generated from the "Check your address" tool on **nbn**'s Website; or
- (d) the Take Up Rate & Forecasting Tool made available by **nbn** to RSP.

**Confirmed Award** has the meaning given to that term in clause G7.3(b)(iii) of the [Head Terms](#).

**Connect Order** has the meaning, in respect of a Product, given to that term in the relevant Operations Manual, as the context requires.

**Connect Outstanding Code** means the Connect Outstanding Industry Code C617:2017.

**Connect Outstanding Transfer** has the meaning given in section 4.5.2.6 of the [WBA Operations Manual](#).

**Connect Outstanding Transition Date** means the date notified by **nbn** to RSP as the "Connect Outstanding Transition Date".

**Connect Outstanding Transition Order** has the meaning given to that term in section 4.5.2.3 of the [WBA Operations Manual](#).

**Connecting Equipment** means:

- (a) in respect of **nbn**<sup>™</sup> Ethernet (Fibre), any or all (as the context requires) of:
  - (i) a Drop Fibre;
  - (ii) a PCD;
  - (iii) a Connecting Fibre;
  - (iv) an NTD (and any installation and provision of an associated battery back-up unit and First Battery); and
  - (v) any ancillary equipment, facilities, lines or network owned or controlled by, or operated by or on behalf of **nbn** between, and including, the NAP and the NTD;
- (b) in respect of **nbn**<sup>™</sup> Ethernet (FTTB):
  - (i) a Jumper Cable; and
  - (ii) any other equipment which **nbn** considers is required to transition the service to **nbn**;
- (c) in respect of **nbn**<sup>™</sup> Ethernet (FTTN) supplied to a Premises at an MDU Site:
  - (i) a Jumper Cable; and
  - (ii) any other equipment which **nbn** considers is required to transition the service to **nbn**;
- (d) in respect of **nbn**<sup>™</sup> Ethernet (FTTN) supplied to a Premises which is not at an MDU Site, any or all (as the context requires) of:
  - (i) a Lead-In Cable;
  - (ii) a PCD;
  - (iii) a Copper Connecting Cable;
  - (iv) a Passive NTD;
  - (v) a Telecommunications Outlet; and
  - (vi) any other equipment which **nbn** considers is required to transition the service to **nbn**;
- (e) in respect of **nbn**<sup>™</sup> Ethernet (HFC):
  - (i) HFC Wall Outlet Connecting Equipment; and

- (ii) HFC-NTD Connecting Equipment;
- (f) in respect of **nbn**<sup>TM</sup> Ethernet (Wireless), any or all (as the context requires) of:
  - (i) an outdoor NTD component;
  - (ii) a connecting cable;
  - (iii) an indoor NTD component; and
  - (iv) 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;
- (g) in respect of **nbn**<sup>TM</sup> Ethernet (Satellite):
  - (i) an outdoor NTD component;
  - (ii) a connecting cable;
  - (iii) an indoor NTD component; and
  - (iv) 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;
- (h) in respect of **nbn**<sup>TM</sup> Ethernet (FTTC) supplied to a Premises at an MDU Site:
  - (i) a Jumper Cable;
  - (ii) FTTC-NCD Connecting Equipment; and
  - (iii) any other equipment which **nbn** considers is required to transition the service to **nbn**;
- (i) in respect of **nbn**<sup>TM</sup> Ethernet (FTTC) supplied to a Premises which is not at an MDU Site, any or all (as the context requires):
  - (i) a Lead-In Cable;
  - (ii) a PCD;
  - (iii) a Copper Connecting Cable;
  - (iv) a Passive NTD;
  - (v) a Telecommunications Outlet;
  - (vi) FTTC-NCD Connecting Equipment; and
  - (vii) any other equipment which **nbn** considers is required to transition the service to **nbn**;
- (j) in respect of **nbn**<sup>TM</sup> Enterprise Ethernet:
  - (i) a Drop Fibre;
  - (ii) a PCD (or SFPDH);
  - (iii) a Connecting Fibre;
  - (iv) a B-NTD; and
  - (v) any ancillary equipment, facilities, lines or network owned or controlled by, or operated by or on behalf of **nbn** between, and including, the NAP and the B-NTD; or
- (k) in respect of **nbn**<sup>TM</sup> Smart Places:
  - (i) a Customer Connecting Cable;
  - (ii) an SFP-NTD; and
  - (iii) any ancillary equipment, facilities, lines or network owned or controlled by, or operated by or on behalf of **nbn** between, and including, the Network Joint Location and the SFP-NTD

**Connecting Fibre** means the fibre optic line which connects from a PCD to an NTD.

**Connection Assured Rate** means, in respect of a Connect Order for a TC-4 Ordered Product to be supplied using an **nbn**<sup>™</sup> Copper Pair, the speed that **nbn** determines, acting reasonably, was specified by **nbn** as the "Assured Rate" for that **nbn**<sup>™</sup> Copper Pair in the information that was available to RSP via the Site Qualification System at the SQ Enquiry Time.

**Connection Performance Measurement Date** means, in respect of a TC-4 Ordered Product, the date that is 31 days after Completion of the Connect Order for that TC-4 Ordered Product.

**Connection Rebate** means:

- (a) in respect of **nbn**<sup>™</sup> Ethernet, the rebate for **nbn**'s failure to achieve the Service Level for an End User Connection for an **nbn**<sup>™</sup> Ethernet Ordered Product, payable under section 1.4(a) of the [nbn<sup>™</sup> Ethernet Service Levels Schedule](#); and
- (b) in respect of **nbn**<sup>™</sup> Smart Places, the rebate for **nbn**'s failure to achieve the Service Level for an End User Connection for an **nbn**<sup>™</sup> Smart Places Ordered Product, payable under section 1.3(a) of the [nbn<sup>™</sup> Smart Places Service Levels Schedule](#).

**Connectivity Component** means the NNI or CVC, as the case may be.

**Connectivity Virtual Circuit** has the meaning given to that term in section 2 of the [nbn<sup>™</sup> Ethernet Product Description](#) or, for the purposes of the Sandpit, has the meaning given to that term in the [Sandpit Service Description](#).

**Contact Details** has the meaning given to that term in clause H1.3 of the [Head Terms](#).

**Contact Matrix** means, in respect of a Product, the matrix of Contact Details created in accordance with the relevant Operations Manual, as the context requires.

**Contamination** means the presence in, on, under or emanating from land or groundwater of a solid, liquid, gas, odour, heat or substance at a concentration above the concentration at which the substance is normally present in, on or under (respectively) land or groundwater in the same locality, being a presence that fails to comply with any Environmental Law or that presents a risk of harm to human health or any other aspect of the Environment.

**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.

**Continued Ordering Period** has the meaning, in respect of a Product, Product Component, Product Feature or access technology being withdrawn, given to that term in the relevant Product Terms.

**Contracted End User** means an End User acquiring an RSP Product or Downstream Product under a contract with RSP, 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.

**Contracted End User Equipment** means any equipment that is used by any Contracted End User in connection with the **nbn**<sup>™</sup> Network or any RSP Product or Downstream Product, including Central Splitters, residential gateways, routers and personal computers.

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

**Copper Connecting Cable** means, in respect of **nbn**<sup>™</sup> Ethernet (FTTN) or **nbn**<sup>™</sup> Ethernet (FTTC) supplied to a Premises which is not at an MDU Site, the copper or aluminium based Line which connects from a PCD or building entry point to the Telecommunications Outlet.

**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.

**CoS** or **Class of Service** has the meaning given to that term in section 2.2 of the [nbn™ Enterprise Ethernet Product Technical Specification](#).

**CoS-H** has the meaning given to that term in section 2.2.1.1 of the [nbn™ Enterprise Ethernet Product Technical Specification](#).

**CoS-L** has the meaning given to that term in section 2.2.1.3 of the [nbn™ Enterprise Ethernet Product Technical Specification](#).

**CoS-M** has the meaning given to that term in section 2.2.1.2 of the [nbn™ Enterprise Ethernet Product Technical Specification](#).

**Credit** means a credit made available by **nbn** to RSP 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 RSP is a Credit Risk as notified by **nbn** to RSP 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 RSP is materially increased, or will materially increase;
- (c) **nbn** has reasonable grounds to believe that RSP 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 RSP under this Agreement;
- (e) **nbn** has issued a Default Notice to RSP under this Agreement; or
- (f) there is a Change in Control of RSP.

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

**Credit/Rebate Claim Form** means:

- (a) the document by that name which is published by **nbn** from time to time; or
- (b) an online form referred to as such by **nbn**.

**Critical Services Industry Guideline** means the industry guideline developed by Communications Alliance to supplement to the NBN Access Transfer Code (C647:2017) in respect of service transfers at Premises receiving "critical services".

**Cross Connect** means the Service Element of the Facilities Access Service described in the [Service Description for the Facilities Access Service](#) and the [Service Technical Specification for Facilities Access Service](#).

**Cross Connect Authorisation Form** has the meaning given to that term in section 4.5.2.2 of the [WBA Operations Manual](#).

**Cross Connection** means the connection made by **nbn** between specified pairs of locations within the relevant POI Site or Aggregation Node Site by way of a Cross Connect.

**CSA** or **Connectivity Serving Area** means a geographical region that is addressable using a single

CVC.

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

**CSG Auditor** means the person appointed by **nbm** to audit any CSG Compensation claims made by RSP under section 20.4 of the [nbm™ Ethernet Service Levels Schedule](#).

**CSG Compensation** means a Credit claimed by RSP and calculated in accordance with section 20 of the [nbm™ Ethernet Service Levels Schedule](#).

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

**Customer Authority** means the authorisation (either provided directly to RSP or via a Downstream Service Provider) of a Contracted End User for RSP to commence the process of placing or fulfilling an order for the supply to the Contracted End User of an RSP 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 Authority Date** means the date RSP certifies to **nbm** that RSP obtained Customer Authority applicable to the Premises or other location that is the subject of an Enhanced Site Qualification Enquiry.

**Customer Connecting Cable** means the fibre optic line which connects from a Network Joint Location to an SFP-NTD.

**Customer Impact Statement** means the document described in section 5.3.10 of the [nbm™ Enterprise Ethernet Operations Manual](#).

**Customer Impact Statement Report** means the document described in section 5.4.2 of the [WBA Operations Manual](#).

**Customer Required Date** means, in respect of an order, the requested activation date for the **nbm™** Ethernet Ordered Product, the **nbm™** Ethernet Product Component, the **nbm™** Enterprise Ethernet Ordered Product, the **nbm™** Enterprise Ethernet Product Component, the **nbm™** Smart Places Ordered Product or the **nbm™** Smart Places Product Component the subject of that order.

**Customer Premises Equipment** means RSP Equipment or End User Equipment that is capable of receiving and powering an SFP-NTD.

**Customer Side MDF** means a distributor at an MDU Site that terminates the Internal Copper Pairs and/or **nbm™** Copper Pairs at a common point.

**CVC** has the meaning given to the term Connectivity Virtual Circuit.

**CVC Class** means, in relation to **nbm™** Ethernet (Satellite), a class of CVC TC-4 as set out in section 2.2(d) of the [nbm™ Ethernet Product Description](#).

**CVC Class 0** means a CVC Class of that name set out in section 2.2(d) of the [nbm™ Ethernet Product Description](#).

**CVC Class 1** means a CVC Class of that name set out in section 2.2(d) of the [nbm™ Ethernet Product Description](#).

**CVC Class 2** means a CVC Class of that name set out in section 2.2(d) of the [nbm™ Ethernet Product Description](#).

**CVC Class Adjustment Charge** means a Charge calculated in accordance with section 6 of the [nbm™ Ethernet Price List](#).

**CVC Inclusion** means a CVC capacity Inclusion.

**CVC Modification** means the modification of the bandwidth of a CVC supplied by **nbn** to RSP in a CSA.

**CVC TC-1** has the meaning given to that term in section 2.1(b) of the [nbn™ Ethernet Product Description](#).

**CVC TC-2** has the meaning given to that term in section 2.1(b) of the [nbn™ Ethernet Product Description](#).

**CVC TC-4** has the meaning given to that term in section 2.1(b) of the [nbn™ Ethernet Product Description](#).

**Cyber Attack** means any of the following actual, attempted or threatened acts by any person (including any **nbn** Personnel):

- (a) a malicious act in connection with any information or communications system or platform, including a cyber extortion, denial of service attack, or transmission or execution of malicious code; or
- (b) any unauthorised access or use in connection with any information or communications system or platform.

**Data Aggregation** means any use of an Ordered Product:

- (a) for the collection or aggregation of traffic from, or distribution of traffic to, networking devices that are downstream of the UNI and are outside the Premises or Smart Location served by that Ordered Product; or
- (b) which constitutes backhaul for a mobile base station or backhaul for a Public HetNet access point,

but excluding any uses permitted under a Permitted Fair Use Policy Exemptions document.

**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) in relation to **nbn**™ Ethernet:
    - A. 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
    - B. the total time for which the measurement of **nbn**'s Service Levels was suspended in accordance with sections 23, 25(b)(i) and 25(b)(iii) of the [nbn™ Ethernet Service Levels Schedule](#); or
  - (ii) in relation to **nbn**™ Enterprise Ethernet:
    - A. the total duration from the start of the measurement of the Delivery or Premium Assurance Service Level (as applicable) to the end of the measurement of that Service Level; and
    - B. the total time for which the measurement of **nbn**'s Service Levels was suspended in accordance with section 6 of the [nbn™ Enterprise Ethernet Service Levels Schedule](#); or
  - (iii) in respect of **nbn**™ Smart Places:
    - A. 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



- B. the total time for which the measurement of **nbn**'s Service Levels was suspended in accordance with section 11 of the [nbn™ Smart Places Service Levels Schedule](#).

**Data Transfer Rate** means the average number of bits per second transferred from a data source to a data destination.

**DC** means Direct Current.

**DCD** has the meaning given to that term in section 4.3.7.3 of the [Service Technical Specification for the Facilities Access Service](#).

**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 [Head Terms](#).

**Delegated Administrator** has the meaning given to that term in section 2.2.4.2 of the [WBA Operations Manual](#) or section 2.2.3.2 of the [nbn™ Smart Places Operations Manual](#) (as the context requires).

**Delivery** means the Installation and Activation of an **nbn**™ Enterprise Ethernet Ordered Product.

**Delivery Prerequisites** means activities, as notified by **nbn** to RSP from time to time, which RSP or End User is required to organise and complete ahead of the Committed Delivery Date. These activities do not form part of a Standard Installation or a Non-Standard Installation for **nbn**™ Enterprise Ethernet.

**Designated Special Service** means:

- (a) Telstra's Ethernet Lite BDSL "Direct Special Service", as defined in the Telstra Migration Plan;
- (b) Telstra's Wholesale Business DSL (W-BDSL) "Direct Special Service", as defined in the Telstra Migration Plan;
- (c) Telstra's DDS Fastway "Direct Special Service", as defined in the Telstra Migration Plan;
- (d) Telstra's Data Access Radial "Direct Special Service", as defined in the Telstra Migration Plan;
- (e) Telstra's Megalink "Direct Special Service", as defined in the Telstra Migration Plan;
- (f) Telstra's Wholesale Transmission – CRA163 – Telstra domestic tail transmission capacity service "Direct Special Service", as defined in the Telstra Migration Plan;
- (g) Telstra's Frame Relay "Direct Special Service", as defined in the Telstra Migration Plan;
- (h) Telstra's ISDN10/20/30 "Direct Special Service", as defined in the Telstra Migration Plan;
- (i) Telstra's ISDN2 "Direct Special Service", as defined in the Telstra Migration Plan; or
- (j) a service, that is certified as a "Special Service Input" in accordance with the Telstra Migration Plan as a service equivalent to a "Direct Special Service" listed in paragraphs (a) to (i) above, supplied by means of a ULLS supplied by Telstra.

**Design Site Qualification** means the validation and identification of TC-2 bandwidth profiles expected to be available at the UNI for an **nbn**™ Copper Pair served by means of the **nbn**™ FTTB Network or **nbn**™ FTTN Network.

**DHCP** means Dynamic Host Configuration Protocol.

**Diagnostic Status Test** means a simple enquiry of the type detailed in the Test & Diagnostics Guide relating to the operational status of RSP's Ordered Products and associated **nbn**™ 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** has the meaning, in respect of a Product, given to that term in the relevant Operations Manual, as the context requires.

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

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

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

**Discounts, Credits and Rebates Annexure** means the Discounts, Credits and Rebates Annexure to a Price List.

**Discount Freeze** means **nbn** ceasing to provide one or more Discounts, Credits, Rebates or Waivers to RSP (in whole or in part), on a pro rata basis where applicable.

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

**Dispute Management Rules** means the provisions in relation to dispute resolution in Module G of the [Head Terms](#).

**Dispute Validation** means the process that **nbn** undertakes to validate a dispute raised by RSP in accordance with the [WBA Operations Manual](#) in relation to Service Health Summary Information.

**Dispute Validation Availability Date** means the date notified by **nbn** to RSP as the "Dispute Validation Availability Date".

**Diverse Chassis** has the meaning, in respect of a Product, given to that term in the relevant Product Technical Specification, as the context requires.

**Downlink Throughput Busy Hour** means, for a Wireless Network cell in a day, the hour in that day with the highest number of **nbn**<sup>TM</sup> Ethernet (Wireless) Ordered Products concurrently transferring data, as calculated by **nbn**.

**Downlink Throughput Reporting Period** means:

- (a) subject to paragraph (b), a 30-day period the subject of a downlink throughput measurement set out in a Wireless Performance Report; or
- (b) where a Wireless Network cell is being upgraded or commissioned during the relevant 30-day period, such shorter period as is the subject of the downlink throughput measurement for that Wireless Network cell set out in that Wireless Performance Report.

**Downstream Backhaul** means, in respect of the RSP-hosted variant of the Fibre Sandpit, VDSL Sandpit, FTTC Sandpit, HFC Sandpit, **nbn**<sup>TM</sup> Enterprise Ethernet Sandpit or **nbn**<sup>TM</sup> Smart Places Sandpit, the backhaul transmission shown as "Downstream Backhaul" in the diagram illustrating that Sandpit in the [Sandpit Service Description](#).

**Downstream Claim** means a Claim against **nbn**, any of its Related Bodies Corporate or any of their respective Personnel by a Downstream Service Provider or End User or any of their respective Related Bodies Corporate in connection with this Agreement.

**Downstream Claimant** means a person who makes a Downstream Claim.

**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) an RSP Product or Downstream Product.

**Downstream CSG Claim** means a claim for CSG Compensation by RSP in relation to a Downstream Service Provider's liability to a Contracted End User for Primary Damages.

**Downstream CSG Service** means an RSP 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**<sup>TM</sup> Ethernet (Fibre), **nbn**<sup>TM</sup> Ethernet (FTTB), **nbn**<sup>TM</sup> Ethernet (FTTN), **nbn**<sup>TM</sup> Ethernet (FTTC) or **nbn**<sup>TM</sup> Ethernet (HFC) supplied by **nbn** to RSP in respect of that Premises as inputs to the supply of that RSP Product or Downstream Product.

**Downstream Minimum Modem Quality Standards Date** means 1 September 2021.

**Downstream Performance Threshold** has the meaning, in respect of each relevant bandwidth profile, as set out in section 16(c) of the [nbn<sup>TM</sup> Ethernet Service Levels Schedule](#).

**Downstream Power Back-off** means the technique used to reduce power spectral density for signal transmission from the **nbn**<sup>TM</sup> Node to the **nbn**<sup>TM</sup> Downstream Network Boundary.

**Downstream Priority Assistance Service** means an RSP Product or Downstream Product that relies on **nbn**<sup>TM</sup> Ethernet (Fibre), **nbn**<sup>TM</sup> Ethernet (FTTB), **nbn**<sup>TM</sup> Ethernet (FTTN), **nbn**<sup>TM</sup> Ethernet (FTTC) or **nbn**<sup>TM</sup> Ethernet (HFC) 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 an RSP Product as an input.

**Downstream Service Provider** means any Carrier, Carriage Service Provider or Content Service Provider acquiring a wholesale RSP 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**<sup>TM</sup> Network or any RSP Product or Downstream Product.

**Downstream V-NNI** means a V-NNI acquired by a V-NNI RSP.

**Drop Fibre** means the fibre optic Line which connects from a NAP to a PCD.

**DSLAM** means a digital subscriber line access multiplexer that is owned, operated or controlled by **nbn** (or any Related Body Corporate of **nbn**).

**Duct Allocation Design** means one or more design documents relating to cable installation, which provide information on which ducts and/or starter pipes to use, and the cable route from the external cable chamber to the internal cable chamber, including distances, and also contains floor plans of the relevant site and modules.

**Duct ID** means a unique identifier assigned to an entry point to identify ducts.

**Due Date** has the meaning given to that term in clause B3.1(a) of the [Head Terms](#).

**Early Termination Payment** has the meaning given to that term in section 1.1 of the [nbn<sup>TM</sup> Enterprise Ethernet Price List](#).

**EBS** or **Excess Burst Size** has the meaning given to that term in section 2.2.2.5 of the [nbn™ Enterprise Ethernet Product Technical Specification](#).

**ECS** means ethernet combined switch.

**EE Test & Diagnostic Checklist** means the checklist made available by **nbn** from time to time to assist RSP to identify Enterprise Ethernet Faults prior to reporting them to **nbn**.

**EE Price Transition Date** means the earlier of:

- (a) if RSP has executed a version of a Prior WBA, or a variation to a Prior WBA, which includes this definition, the effective date of that execution or variation; and
- (b) the date specified by **nbn** as the "EE Price Transition Date".

**EE Term Simplification Date** means 20 September 2021

**Effective Disconnection Date** means, following **nbn**'s acknowledgement of a valid Disconnect Order, the date on which an Ordered Product should have been disconnected in accordance with the disconnection lead time for that Ordered Product specified in this Agreement. Where there is no disconnection lead time specified for an Ordered Product, the Effective Disconnection Date will be the date on which a Disconnect Order in respect of the Ordered Product is effective pursuant to the Operations Manual or the Product Description for the Ordered Product (as the case may be).

**EIR** or **Excess Information Rate** has the meaning given to that term in section 2.2.2.4 of the [nbn™ Enterprise Ethernet Product Technical Specification](#).

**ELB Additional Amount** has the meaning given to that term in section 11.4 of the [nbn™ Ethernet Price List](#).

**Electronic Access Cards** means electronic access cards provided to RSP to enable access to buildings (or certain parts of buildings).

**Electronic Notice Platform** means an electronic platform as notified by **nbn** from time to time that is designed to allow RSP to access and retrieve notices made available by **nbn** in connection with this Agreement as well as to perform such other functions as notified by **nbn** from time to time.

**Electronic Notice Platform Communication** means any communication described in clause H1.1(a) of the [Head Terms](#) made available by **nbn** to RSP on the Electronic Notice Platform, which may include any:

- (a) notice under clause F4 of the [Head Terms](#);
- (b) notice regarding any Upgrade;
- (c) Force Majeure Event Notice; and
- (d) any other communication that is notified by **nbn** to RSP to be an "Electronic Notice Platform Communication" from time to time,

but does not include any:

- (e) notice generated by the **nbn™** Platform Interfacing Service; or
- (f) notice described in clause H1.1(c) of the [Head Terms](#) or related to any multiparty forum described in clause F3.1 of the [Head Terms](#).

**Eligible Charges** means, in respect of an **nbn™** Ethernet Ordered Product:

- (a) the recurring Charges for the AVC and UNI Product Components; and
- (b) any recurring Charges payable in respect of any associated Product Features supplied by **nbn**.

**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.

**Eligible Ordered Product** means each of an **nbn**<sup>™</sup> Ethernet Ordered Product and an **nbn**<sup>™</sup> Enterprise Ethernet Ordered Product.

**Embargo Period** means, in respect of a Product, a period of anticipated high End User activity notified by **nbn** to RSP in accordance with the relevant Operations Manual.

**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 Access** means physical access to an Accessible Location permitted in accordance with section 10.2 of the [Service Description for the Facilities Access Service](#).

**Emergency Access Request** means a request for Emergency Access made in accordance with section 10.2 of the [Service Description for the Facilities Access Service](#).

**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:

- (a) an Emergency, a Service Fault, a Performance Incident or an Enterprise Ethernet Fault;
- (b) an emergency, a service fault, a performance incident or an enterprise ethernet fault under an Other Wholesale Broadband Agreement; or
- (c) any circumstance that is likely to give rise to an event set out in paragraphs (a) or (b).

**Emergency Outage Notice** has the meaning, in respect of a Product, given to that term in the relevant Operations Manual, as the context requires.

**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.

**Emergency Upgrade** means an Upgrade performed by **nbn** in response to an Emergency.

**Emergency Upgrade Notice** means the notice to be given by **nbn** to retail service providers of an Emergency Upgrade which, at a minimum, comprises a description of the Emergency giving rise to the implementation of that upgrade and, where feasible, the nature and scope of the Emergency Upgrade.

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

**End User Availability Time** means the time at which an End User has committed to being available from for a site visit in respect of a Trouble Ticket, as described in section 5.4.1 of the [nbn](#)<sup>™</sup> [Enterprise Ethernet Operations Manual](#).

**End User Connection** means a Standard Connection, Priority Assistance Connection or an Accelerated Connection.

**End User Contact Event** means, in respect of a Contracted End User, an occasion on which RSP or a Downstream Service Provider contacts, or is contacted by, that Contracted End User (other than by way of a bulk communication) in relation to:

- (a) any issue affecting the performance of any relevant Ordered Product, RSP Product or Downstream Product; or
- (b) any enquiry, request or proposal relating to any:
  - (i) modification of the bandwidth profile of any relevant Ordered Product; or
  - (ii) the connection and activation of any relevant Product.

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

**End User Fault** means a Service Fault affecting a single **nbn**<sup>™</sup> Ethernet Ordered Product or a single **nbn**<sup>™</sup> Smart Places Ordered Product (as the context requires).

**End User Fault Response** means a response sent by **nbn** to RSP for a Trouble Ticket raised by RSP in respect of an End User Fault.

**End User Incident** means a Performance Incident affecting a single **nbn**<sup>™</sup> Ethernet Ordered Product.

**End User Installation – FTTC** means an End User Installation – FTTC (RSP Dispatched) and/or an End User Installation – FTTC (**nbn** Dispatched).

**End User Installation – FTTC (nbn Dispatched)** means the installation by an End User of the FTTC-NCD Connecting Equipment where **nbn** sends the Self-Install Kit – FTTC to the Contracted End User in accordance with the process set out in section 4.6.7.2 of the [WBA Operations Manual](#).

**End User Installation – FTTC (RSP Dispatched)** means the installation by an End User of the FTTC-NCD Connecting Equipment where RSP or Downstream Service Provider sends the Self-Install Kit – FTTC to the Contracted End User in accordance with the process set out in section 4.6.7.2 of the [WBA Operations Manual](#).

**End User Installation – HFC** means an End User Installation – HFC (RSP Dispatched) or an End User Installation – HFC (**nbn** Dispatched).

**End User Installation – HFC (nbn Dispatched)** means the installation by an End User of the HFC-NTD Connecting Equipment where **nbn** sends the Self-Install Kit – HFC to the Contracted End User in accordance with the process set out in section 4.6.6.7 of the [WBA Operations Manual](#).

**End User Installation – HFC (RSP Dispatched)** means the installation by an End User of the HFC-NTD Connecting Equipment where RSP or Downstream Service Provider sends the Self-Install Kit – HFC to the Contracted End User in accordance with the process set out in section 4.6.6.6 of the [WBA Operations Manual](#).

**End User-Supplied Modem** means a Modem that was not supplied by or on behalf of RSP or any Downstream Service Provider.

**Enhanced Fault** means, in respect of an Ordered Product for which **nbn** supplies an Enhanced Fault Rectification Service, an End User Fault affecting that Ordered Product.

**Enhanced Fault Rectification Rebate** means the rebate in respect of **nbn**'s failure to achieve a Service Level for an Enhanced Fault in respect of an Ordered Product, calculated in accordance with the relevant Service Levels Schedule.

**Enhanced Fault Rectification Service** has the meaning given to that term in section 6 of the [nbn<sup>™</sup> Ethernet Product Description](#) or section 4 of the [nbn<sup>™</sup> Smart Places Product Description](#) (as the context requires).

**Enhanced Site Qualification Enquiry** means a Site Qualification Enquiry in relation to which RSP has a Customer Authority.

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

**Enterprise Ethernet Delivery Rebate** means the rebate in respect of **nbn**'s failure to achieve a Service Level for Delivery calculated in accordance with section 1 of the [nbn™ Enterprise Ethernet Service Levels Schedule](#).

**Enterprise Ethernet Fault** means a failure of an Enterprise Ethernet Ordered Product to perform substantially in accordance with the [nbn™ Enterprise Ethernet Product Description](#) or the [nbn™ Enterprise Ethernet Product Technical Specification](#) where the failure is contributed to by:

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

except where the failure:

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

**Enterprise Ethernet Fault Rebate** means the rebate in respect of **nbn**'s failure to achieve a Service Level for the Premium Assurance Service calculated in accordance with the [nbn™ Enterprise Ethernet Service Levels Schedule](#).

**Enterprise Ethernet Network** means the fibre network, comprising solely fibre lines between the **nbn**™ Network Boundaries including only point-to-point fibre between a fibre access node and a Premises, that is owned or controlled by, or operated by or on behalf of, **nbn** (or any Related Body Corporate of **nbn**), excluding the Fibre Network.

**Enterprise Ethernet Quote** means the document of that name provided by **nbn** in accordance with the [nbn™ Enterprise Ethernet Operations Manual](#).

**Enterprise Ethernet Quote ID** means a unique identifier assigned to a premises following completion of a Service Feasibility Assessment where **nbn**™ Enterprise Ethernet is available.

**Entry Level AVC** has the meaning given to that term in section 11.4(c)(i) of the of the [nbn™ Ethernet Price List](#).

**Entry Level Bundles Element** means any of the following elements of the TC-4 Bundles Discount as it applies to Entry Level AVCs:

- (a) the effective discounted charge;
- (b) the ELB Additional Amount;
- (c) the amount of CVC Inclusion; and
- (d) the Overage Amount.

**Environment** means the physical factors of the surroundings of human beings including the land, waters, atmosphere, climate, sound, odours, the biological factors of animals and plants and the social factor of aesthetics.

**Environmental Hazard** means any material adverse impact on the Environment, including Contamination.

**Environmental Law** means a law relating to the Environment or the health or safety of persons, including laws relating to Contamination, vegetation, land use management and heritage.

**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**<sup>TM</sup> Equipment that is installed or located at a Premises where RSP has validly requested that **nbn** rearrange or modify that **nbn**<sup>TM</sup> Equipment in accordance with the [WBA Operations Manual](#).

**Equipment Rack** means an equipment rack for housing RSP Active Equipment of a type described in section 7.2(a)(i) of the [Service Description for the Facilities Access Service](#).

**Equipment Removal** means the removal of any **nbn**<sup>TM</sup> Equipment that is installed or located at a Premises or Smart Location where RSP has validly requested that **nbn** remove that **nbn**<sup>TM</sup> Equipment in accordance with the relevant Operations Manual.

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

**Equivalent Replacement Proposition** means, for a bandwidth profile being withdrawn from the TC-4 Bundles Discount, a replacement or alternative bandwidth profile and related terms which, considered as a whole, are capable of offering at least equivalent value to the bandwidth profile being withdrawn.

**Escorted Physical Access** means physical access to an Accessible Location where RSP Personnel are escorted by Personnel of **nbn**.

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

**Estimated Interference Mitigation Date** means the target date by which **nbn** proposes to implement an Interference Mitigation Solution, as notified by **nbn** to RSP in accordance with section 5.2.9.3 of the [WBA Operations Manual](#).

**Estimated Network Activity Date** means the calendar month by which **nbn** estimates that it will be able to complete a Network Activity in respect of an Ordered Product, as notified by **nbn** in accordance with section 5.2.8.3 of the [WBA Operations Manual](#).

**Estimated Speed** means an indicative estimate of the peak Line Rate or Information Rate at the **nbn**<sup>TM</sup> Downstream Network Boundary in respect of a Premises, and may be expressed as a range.

**EUAP Terms and Conditions** means the terms and conditions governing the use of the External User Administration Portal provided by **nbn** to RSP from time to time.

**Exceeded Configured Peak Bandwidth Event** occurs where the peak bandwidth for an individual Media Stream exceeds the configured peak bandwidths.

**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 [Head 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 [Head 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;
- (e) any de-prioritisation, delay, limitation or rejection of Monitored Transactions or responses to them due to the activation of the Transaction Manager or use in excess of the API Quota in



accordance with the [Service Description for the nbn™ Platform Interfacing Service](#);

- (f) any issues in connection with In-building Wiring; or
- (g) in relation to nbn™ Ethernet (Satellite), 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 [nbn™ Ethernet Fair Use Policy](#) or the [nbn™ Ethernet 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](#).

**Exempt Modem** means a Modem that is not a Quality-Controlled Modem, and includes an End-User Supplied Modem.

**Existing Infrastructure** means Copper Lines or HFC Lines, as those terms are defined in the Telstra Migration Plan.

**Expert** means an expert appointed by nbn and RSP to determine a Dispute in accordance with clause G3 of the [Head Terms](#).

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

**Expert Shortlist** has the meaning given to that term in clause G3.2(b) of the [Head Terms](#).

**Expiry Date** means 30 November 2022 (subject to change in accordance with clause F2.2 of the [Head Terms](#)) or such other date as the parties may agree in writing.

**Extension Notice** has the meaning given to that term in clause F2.2(a) of the [Head Terms](#).

**External Fault** means a fault or incident which is not a Service Fault, Performance Incident or an Enterprise Ethernet Fault.

**External User Administration Portal** means the application provided to RSP to enable RSP to control its Personnel's access to permitted nbn systems and facilities, including to:

- (a) add or suspend the user account of an Authorised User;
- (b) change Authorised User details;
- (c) add or suspend physical access provided to Authorised Persons; and
- (d) change Authorised Person details.

**F-NTD or Fibre Network Termination Device** means the NTD which is used to supply nbn™ Ethernet (Fibre) as described in the Network Interface Specification - Premises Network Devices.

**Facilities Access Missed Appointment (During Business Hours)** means where nbn and RSP have agreed to meet onsite at the building in which an Aggregation Node Site is located during Business Hours and RSP is more than 1 hour late to that appointment.

**Facilities Access Missed Appointment (Outside Business Hours)** means where nbn and RSP have agreed to meet onsite at the building in which an Aggregation Node Site is located at any time other than during Business Hours, and RSP is more than 1 hour late to that appointment.

**Facilities Access Service** means the service described in the [Service Description for the Facilities Access Service](#).

**Facilities Access Service Order Completion** means the completion of a Facilities Access Service order.

**Facilities Access Service Order Processing** means the acceptance or rejection of an RSP order for a type of Facilities Access Service.

**Failed Connection Rebate** means the rebate in connection with an End User Fault with an **nbn**<sup>TM</sup> Ethernet Ordered Product for which a Trouble Ticket is accepted within 20 Business Days of **nbn** Completing the End User Connection for the Ordered Product, payable under section 1.5(a) of the [nbn<sup>TM</sup> Ethernet Service Levels Schedule](#).

**Fair Use Policy** means each document entitled "Fair Use Policy" that forms part of a Product Module.

**Fault Location** means the location of a suspected fault (or other matter requiring attention).

**Feasibility Study** has the meaning given to that term in section 4.5.2.7 of the [WBA Operations Manual](#).

**Fibre Build Contribution** means any 'fibre build contribution' or corresponding amount specified by **nbn** in any Build Agreement.

**Fibre Network** means the fibre network, comprising fibre lines between **nbn**<sup>TM</sup> Network Boundaries, that is owned or controlled by, or operated by or on behalf of, **nbn** or any Related Body Corporate of **nbn**, excluding the FTTB Network, FTTN Network, FTTC Network, HFC Network and Enterprise Ethernet Network.

**Fibre Sandpit** means the elements of the Sandpit described in the [Sandpit Service Description](#) that enable RSP to conduct **nbn**<sup>TM</sup> Ethernet Testing and Development Activities relevant to **nbn**<sup>TM</sup> Ethernet (Fibre).

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

**Financial Security** means either:

- (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).

**First Access Card** means the first Electronic Access Card that **nbn** provides to RSP in respect of a Type 1 Facility or Type 2 Facility.

**First Available Time** means the earliest time at which the Appointment Representative is available at the Premises for a site visit.

**First Battery** means the first battery installed by or on behalf of **nbn** in a Power Supply with Battery Backup at a Premises.

**First Battery Credit** has the meaning given to that term in the [nbn<sup>TM</sup> Ethernet Discounts, Credits and Rebates Annexure](#).

**First Battery Warranty Period** means a period of 2 years starting from (and including) the date on which the First Battery is installed.

**FNN** or **Full National Number** means the telephone number which is an alpha numeric number that uniquely identifies a service provided over the **nbn**<sup>TM</sup> Copper Network or Other Copper Network.

**FNN/ULL Data** means the ULL ID, FNN/ULL Match Data, FNN/ULL Provider ID, Service Type, Special Service Flag, Line Status and Last Active Date information disclosed by **nbn** to RSP in response to a Site Qualification Enquiry.

**FNN/ULL Database** means the database containing Confidential Information owned by Telstra including certain FNN/ULL Data or other details relating to the services supplied to its retail customers

and end users of wholesale customers.

**FNN/ULL Match Data** means the information provided by **nbn** to RSP following an Enhanced Site Qualification Enquiry, indicating whether an FNN or ULL ID matches an **nbn**<sup>TM</sup> Copper Pair ID corresponding to a Premises or other location that is the subject of an Enhanced Site Qualification Enquiry.

**FNN/ULL Provider** means the Carrier or Carriage Service Provider providing a Carriage Service over a copper line by means of an FNN or ULLS.

**FNN/ULL Provider ID** means the EPID Code that identifies the FNN/ULL Provider in relation to a Premises or other location, that is obtained (if available) from the FNN/ULL Database.

**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 or complying with an **nbn**<sup>TM</sup> Power Resiliency Policy; 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.

**Force Majeure Event Notice** means a notice of a Force Majeure Event which comprises:

- (a) a description of the nature of the Force Majeure Event;
- (b) details of the extent to which the Affected Party is unable to perform its obligations because of that Force Majeure Event; and
- (c) an estimate of the duration that the Affected Party expects that it will be unable to perform those obligations because of that Force Majeure Event.

**Frame Delay** means the average, one-way propagation delay for a frame from UNI to NNI, where the delay is defined as the time elapsed since the start of transmission of the first bit of the frame at the frame source until the reception of the last bit of the frame at its destination.

**Frame Delay Variation** means a measure of the average variation in delay between the arrival of a pair of service frames, where the service frames belong to the same traffic class or class of service instance or grouping.

**Frame Loss** means a ratio of the number of service frames not delivered, divided by the total number of service frames transmitted.

**Frame Rate** means the arrival frequency of Ethernet frames per time interval.

**Frame Size** means the size, measured in bytes, of an Ethernet frame as measured from the first bit of the destination MAC address through the last bit of the frame check sequence.

**FSA** or **Fixed-Line Serving Area** means a geographical region within a CSA which includes Premises served by one or more of the Fibre Network, FTTB Network, FTTN Network, FTTC Network, HFC Network and Enterprise Ethernet Network.

**FTTB Network** means the fibre to the building network, comprising fibre and copper or aluminium

lines (excluding coaxial cable) between the **nbn**<sup>TM</sup> Network Boundaries, that is owned or controlled by, or operated by or on behalf of **nbn** (or any Related Body Corporate of **nbn**), including the **nbn**<sup>TM</sup> FTTB Node, **nbn**<sup>TM</sup> Side MDF and any Jumper Cables but not including any Common MDU Site Equipment, Pre-existing Carrier Side MDFs, Customer Side MDFs, Voiceband Continuity Cables or Central Splitters.

**FTTB/FTTN Installation Activity** means each of the following activities:

- (a) temporarily interrupting and/or disconnecting any Voiceband Service supplied to the Premises in respect of which Voiceband Continuity will be installed;
- (b) permanently disconnecting and discontinuing the supply of:
  - (i) any Voiceband Service supplied to the Premises in respect of which Voiceband Continuity will not be installed; or
  - (ii) any product or service supplied to the Premises (including a Non-Voiceband Service) using a Line forming part of the Other Copper Network or **nbn**<sup>TM</sup> Copper Network, other than a Voiceband Service described in paragraph (a) above;
- (c) performing any activities reasonably incidental to the activities described in paragraphs (a) and (b) above; and
- (d) use and disclosure of the personal information of the Authorised Account Holder for any of the above purposes.

**FTTB/FTTN Installation Consent** means consent for an FTTB/FTTN Installer to carry out any relevant FTTB/FTTN Installation Activities.

**FTTB/FTTN Installer** means, as applicable:

- (a) **nbn**, its Related Bodies Corporate and their respective Personnel; or
- (b) RSP, its Related Bodies Corporate and their respective Personnel.

**FTTB/FTTN Subsequent Installation** means an Installation in respect of a:

- (a) Service Class 13 Premises, where RSP requests or **nbn** considers it is necessary to install a new **nbn**<sup>TM</sup> Copper Pair, or connect or reactivate an inactive Service Class 11 or Service Class 12 **nbn**<sup>TM</sup> Copper Pair to complete the Installation; or
- (b) Service Class 12 Premises where:
  - (i) a Voiceband Service or Non-Voiceband Service which will not be transitioned to an Ordered Product, is supplied in respect of an existing active **nbn**<sup>TM</sup> Copper Pair used to serve that Premises; and
  - (ii) RSP requests or **nbn** considers it is necessary to install a new **nbn**<sup>TM</sup> Copper Pair, or connect or reactivate an inactive Service Class 11 or Service Class 12 **nbn**<sup>TM</sup> Copper Pair to complete the Installation.

**FTTB/N/C Connection Performance Rebate** means the rebate in respect of a Connect Order for an **nbn**<sup>TM</sup> Ethernet (FTTB), **nbn**<sup>TM</sup> Ethernet (FTTN) or **nbn**<sup>TM</sup> Ethernet (FTTC) TC-4 Ordered Product that is not capable of achieving specified rate(s) for the relevant **nbn**<sup>TM</sup> Copper Pair, as calculated in accordance with section 16 of the [nbn<sup>TM</sup> Ethernet Service Levels Schedule](#).

**FTTC Equipment** means the **nbn**<sup>TM</sup> DPU, FTTC-NCD Connecting Equipment and any other **nbn**<sup>TM</sup> Equipment specifically required to support the supply of **nbn**<sup>TM</sup> Ethernet (FTTC).

**FTTC Installation Activity** means each of the following activities:

- (a) disconnecting and/or discontinuing any Voiceband Service supplied to the Premises during the Installation Appointment and in the period prior to Activation;
- (b) upon Activation, permanently disconnecting and discontinuing the supply of:
  - (i) any Voiceband Service supplied to the Premises; or

- (ii) any product or service supplied to the Premises (including a Non-Voiceband Service) using a Line forming part of the Other Copper Network or **nbn**<sup>TM</sup> Copper Network;
- (c) performing any activities reasonably incidental to the activities described in paragraph (a) above; and
- (d) use and disclosure of the personal information of the Authorised Account Holder for any of the above purposes.

**FTTC Installation Consent** means consent for an FTTC Installer to carry out any relevant FTTC Installation Activities.

**FTTC Installer** means, as applicable:

- (a) **nbn**, its Related Bodies Corporate and their respective Personnel;
- (b) RSP, its Related Bodies Corporate and their respective Personnel; and
- (c) any other person permitted to undertake FTTC Installation Activities in accordance with this Agreement.

**FTTC-NCD** has the meaning given to the term FTTC-Network Connection Device.

**FTTC-NCD Connecting Equipment** means one FTTC-NCD with power lead and FTTC Patch Lead.

**FTTC-NCD Shortfall** means where FTTC-NCD Connecting Equipment has been installed in respect of a Service Class 34 Premises or a Service Class 34 **nbn**<sup>TM</sup> Copper Pair and:

- (a) the FTTC-NCD is missing; or
- (b) no UNI-D port is available on the existing FTTC-NCD.

**FTTC-Network Connection Device** means an active or powered network connection device that is owned, operated or controlled by **nbn** (or any Related Body Corporate) that must be used to access **nbn**<sup>TM</sup> Ethernet (FTTC) and to provide the Reverse Power Feed.

**FTTC Network** means the fibre to the curb network, comprising fibre and copper or aluminium lines (excluding coaxial cable) between the **nbn**<sup>TM</sup> Network Boundaries, that is owned or controlled by, or operated by or on behalf of **nbn** (or any Related Body Corporate of **nbn**) including the **nbn**<sup>TM</sup> DPU and **nbn**<sup>TM</sup> Copper Pairs but not including any Common MDU Site Equipment, In-building Wiring, Pre-existing Carrier Side MDFs or Customer Side MDFs.

**FTTC Patch Lead** means the Line which connects from a Telecommunications Outlet to the FTTC-NCD.

**FTTC Rollout Planned Outage** has the meaning given in section 10(a) of the [nbn<sup>TM</sup> Ethernet Product Terms](#).

**FTTC Sandpit** means the elements of the Sandpit described in the [Sandpit Service Description](#) that enable RSP to conduct **nbn**<sup>TM</sup> Ethernet Testing and Development Activities relevant to **nbn**<sup>TM</sup> Ethernet (FTTC).

**FTTC Subsequent Installation** means an Installation in respect of a:

- (a) Service Class 34 Premises, where RSP requests or **nbn** considers it is necessary to:
  - (i) install a new **nbn**<sup>TM</sup> Copper Pair; or
  - (ii) connect or reactivate an inactive Service Class 31, Service Class 32 or Service Class 33 **nbn**<sup>TM</sup> Copper Pair,to complete the Installation; or
- (b) Service Class 33 or Service Class 32 Premises where:
  - (i) a Voiceband Service or Non-Voiceband Service which will not be transitioned to an

Ordered Product, is supplied in respect of an existing active **nbn**<sup>™</sup> Copper Pair used to serve that Premises; and

- (ii) RSP requests or **nbn** considers it is necessary to install a new **nbn**<sup>™</sup> Copper Pair, or connect or reactivate an inactive Service Class 31, Service Class 32 **nbn**<sup>™</sup> Copper Pair to complete the Installation.

**FTTN Network** means the fibre to the node network, comprising fibre and copper or aluminium lines (excluding coaxial cable) between the **nbn**<sup>™</sup> Network Boundaries, that is owned or controlled by, or operated by or on behalf of **nbn** (or any Related Body Corporate of **nbn**) including the **nbn**<sup>™</sup> FTTN Node and **nbn**<sup>™</sup> Copper Pairs but not including any Common MDU Site Equipment, Pre-existing Carrier Side MDFs, Customer Side MDFs, Voiceband Continuity Cables or Central Splitters.

**Gaining RSP** means RSP where RSP has placed, or commenced the process to place, a Service Transfer Order.

**General Failure** means any one or more of the following:

- (a) a combination of a Software Failure and a Hardware Failure;
- (b) a Hardware Failure in respect of more than one item of physical equipment, infrastructure or hardware;
- (c) the destruction or significant impairment of any building, structure, erection or site:
  - (i) that is owned or operated by **nbn**; or
  - (ii) in which hardware or other equipment is located that either forms part of the **nbn**<sup>™</sup> Network or is used to support the supply of Products; or
- (d) a Component Failure in respect of which **nbn** is unable to gain safe and timely access to equipment, infrastructure or hardware to rectify the relevant Service Faults or Enterprise Ethernet Faults.

**Governance Action Items** means the items identified by the parties during a Governance Meeting held in accordance with section 9.2.5 of the [WBA Operations Manual](#).

**Governance Meetings** mean the meetings held each Governance Period to discuss **nbn**'s operational performance described in the Governance Report applicable to that Governance Period.

**Governance Period** means a period of no less than a 1 month during the Term during which the operational performance of **nbn** is to be assessed.

**Governance Processes** means collectively the Governance Action Items, the Governance Meetings and the Governance Reports.

**Governance Reports** means the reports prepared by each of **nbn** and RSP, in a form determined by **nbn**, which relate to the immediately prior Governance Period and comprise relevant data and graphs (but not lengthy narratives) about their respective operational performance, including:

- (a) in the case of **nbn**, the Performance Reports and the Transaction Manager Reports;
- (b) in the case of RSP, information about any orders RSP is holding and cannot place on **nbn** within the current and proposed footprint of the **nbn**<sup>™</sup> Network; and
- (c) in respect of both parties, RSP's performance with regard to events which have an adverse operational impact on the supply of Ordered Products.

**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.

**GPO** means General Purpose Outlet.

**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).

**Hardware Failure** means a failure of a single item of physical equipment, infrastructure or hardware, which is used by **nbn** to supply Eligible Ordered Products.

**Hazardous Material** means any material or substance which, because it possesses some dangerous characteristic, would or might reasonably be expected to cause damage or injury to any person, any property or the Environment.

**Held** means, in respect of a Product, the Order Status of that name described in the relevant Operations Manual, as the context requires.

**Held Order Notification** means a notification provided by **nbn** to RSP that the Order Status of an order has been changed to Held.

**Heritage Item** means any fossil, bone or other object, location or area of scientific, geological, historical, cultural or archaeological significance, including:

- (a) any item listed on a Commonwealth, State, Territory or local government register relating to Aboriginal, Torres Strait Islander or non-indigenous heritage; and
- (b) any item or area which is protected or otherwise recognised under a law of the Commonwealth, a State or Territory which makes provision for the protection or preservation of places, areas, sites and objects of significance to Aboriginal or Torres Strait Islanders.

**HFC Connecting Cable** means the coaxial Line which connects from a PCD to the HFC Wall Outlet.

**HFC Fly Lead** means the coaxial Line which connects from an HFC Wall Outlet or the HFC RF Splitter (where required) to the HFC-NTD.

**HFC Installation Activity** means each of the following activities in relation to the installation or activation of **nbn**<sup>™</sup> Ethernet (HFC):

- (a) temporarily interrupting any existing Carriage Service delivered over an Other HFC Network and/or the HFC Network supplied to:
  - (i) the Premises in respect of which the **nbn**<sup>™</sup> Ethernet Product will be installed or activated; or
  - (ii) any Premises that shares a PCD or an HFC Lead-in Cable with the first Premises;
- (b) adding, removing or relocating **nbn**<sup>™</sup> Equipment;
- (c) relocating End User Equipment, RSP Equipment or Downstream Service Provider Equipment;
- (d) performing any activities reasonably incidental to the activities described in paragraphs (a) to (c) above (including installing an HFC Premises Amplifier); or
- (e) use and disclosure of the personal information of the Authorised Account Holder for any of the above purposes.

**HFC Installation Consent** means consent for an HFC Installer to carry out any relevant HFC Installation Activities.

**HFC Installer** means, as applicable:

- (a) **nbn**, its Related Bodies Corporate and their respective Personnel;
- (b) RSP, its Related Bodies Corporate and their respective Personnel where permitted to undertake HFC Installation Activities in accordance with this Agreement; and
- (c) any other person permitted to undertake HFC Installation Activities in accordance with this

Agreement.

**HFC Lead-In Cable** means the coaxial Line which connects from an HFC Tap to a PCD.

**HFC-NTD** or **HFC Network Termination Device** means the NTD which is used to supply **nbn**<sup>™</sup> Ethernet (HFC) as described in the Network Interface Specification - Premises Network Devices.

**HFC-NTD Connecting Equipment** means one HFC Fly Lead, one HFC RF Splitter (where applicable) and one NTD with power lead.

**HFC-NTD MAC Address** means the unique identifier for the HFC-NTD in communications between the HFC-NTD and the HFC Network, which identifier is labelled "HFC MAC ID" and located on both the packaging of the Self-Install Kit - HFC and on the HFC-NTD supplied in the Self-Install Kit - HFC.

**HFC-NTD Serial Number** means the unique hardware serial number of the HFC-NTD, which is labelled "S/N" and located on both the packaging of the Self-Install Kit - HFC and on the HFC-NTD inside the Self-Install Kit - HFC.

**HFC Network** means the hybrid fibre coaxial cable network that is owned or controlled by, or operated by or on behalf of, or under contract to, **nbn** (or any Related Body Corporate of **nbn**).

**HFC Premises Amplifier** means an active element installed inside, or within close proximity to, the PCD which boosts the RF signal strength to active elements connected to the HFC Network inside the Premises.

**HFC Premises Amplifier Power Supply** means an active element consisting of power cord, transformer, connecting cable and F Connector power injector (supplied as a single unit with the HFC Premises Amplifier), which is used to supply power to the HFC Premises Amplifier.

**HFC RF Splitter** means a 2-way or 3-way low-loss radio frequency cable splitter approved by **nbn** and installed in connection with the supply of a Product, RSP Product or Downstream Product supplied by means of the HFC Network, located at a Premises.

**HFC Rollout Planned Outage** has the meaning given to that term in section 9 of the [nbn<sup>™</sup> Ethernet Product Terms](#).

**HFC Sandpit** means the elements of the Sandpit described in the [Sandpit Service Description](#) that enable RSP to conduct **nbn**<sup>™</sup> Ethernet Testing and Development Activities relevant to **nbn**<sup>™</sup> Ethernet (HFC).

**HFC Tap** means an access point on coaxial cable in the HFC Network to which another coaxial cable (that connects or is capable of connecting to a PCD) connects or is capable of connecting.

**HFC Transmission Equipment** means the exchange-based, rack mountable, optical transmit and receive equipment, the platform that supports it, and supporting passive and active equipment such as RF/optical amplifiers, AB switches, Optical Node, passive splitters and multiplexer devices, that are specifically required to support a hybrid fibre coaxial broadband delivery solution and includes RF Passive Equipment.

**HFC Wall Outlet** means a hybrid fibre coaxial wall connection point consisting of an F Connector socket mounted on a wall plate that terminates the connecting coaxial cable from the PCD.

**HFC Wall Outlet Connecting Equipment** means one HFC Lead-In Cable, one PCD, one HFC Connecting Cable, one HFC Wall Outlet and one HFC Premises Amplifier and associated HFC Premises Amplifier Power Supply.

**Historical Footprint List** means an address list provided by **nbn** to RSP that details the then current Rollout Regions, including the address information and the Service Class for each Premises included in that list.



**Historical Rollout Region List** means the list containing the live Fibre Network, FTTB Network, FTTN Network, FTTC Network, HFC Network and Wireless Network footprints.

**Home Fast** means the **nbn**<sup>™</sup> Ethernet AVC TC-4 bandwidth profile described as such in section 3.2(a) of the [nbn<sup>™</sup> Ethernet Product Description](#).

**Home Superfast** means the **nbn**<sup>™</sup> Ethernet AVC TC-4 bandwidth profile described as such in section 3.2(a) of the [nbn<sup>™</sup> Ethernet Product Description](#).

**Home Ultrafast** means the **nbn**<sup>™</sup> Ethernet AVC TC-4 bandwidth profile described as such in section 3.2(a) of the [nbn<sup>™</sup> Ethernet Product Description](#).

**HSE** means health, safety and environment.

**ICT Documentation** means the documentation required by an ICT Program.

**ICT Program** has the meaning given in section 2.2.3 of the [WBA Operations Manual](#).

**In Progress** means, in respect of a Product, the Appointment Status, Trouble Ticket Appointment Status or Test Status described in the relevant Operations Manual, as the context requires.

**In Progress - Held** means, in respect of a Product, the Trouble Ticket Status of that name described in the relevant Operations Manual, as the context requires.

**In Progress – Monitoring** means the Trouble Ticket Status of that name described in the [WBA Operations Manual](#).

**In Progress - Pending** means, in respect of a Product, the Trouble Ticket Status of that name described in the relevant Operations Manual, as the context requires.

**In-building Wiring** means any in-premises or in-building wiring or cabling that is installed between the **nbn**<sup>™</sup> Downstream Network Boundary in respect of a Premises and any internal wall plate within that Premises.

**In-building Wiring Consent** means consent for **nbn**, its Related Bodies Corporate and their respective Personnel to use any In-building Wiring or Common MDU Site Equipment to supply **nbn**<sup>™</sup> Ethernet (FTTC) in respect of a Premises.

**Inactive Premises** means, with respect to a particular End User, a Premises that, at the time RSP performs a Site Qualification Enquiry in respect of the Premises:

- (a) is a Service Class 1, Service Class 2, Service Class 21, Service Class 22 or Service Class 23 Premises, and does not have an existing telecommunications service that is being used to supply a standard telephone service to the End User (whether or not that Premises is connected to the **nbn**<sup>™</sup> Copper Network, Other Copper Network, HFC Network, Other HFC Network or any other fibre network, including by operation of the Telstra Migration Plan); or
- (b) is a Service Class 11, Service Class 12, Service Class 31, Service Class 32 or Service Class 33 Premises, and does not have any **nbn**<sup>™</sup> Copper Pairs that are being used to supply a standard telephone service to the End User over the **nbn**<sup>™</sup> Copper Network or Other Copper Network.

**Inclusion** means, in respect of any AVC Product Component to which a Bundles Discount applies, any "Required Product Feature" or "inclusion" specified for that AVC Product Component under the terms of the Bundles Discount.

**Incomplete** means, in respect of a Product, the Appointment Status, Trouble Ticket Appointment Status or Test Status described in the relevant Operations Manual, as the context requires.

**Incorporated Aggregation Node Site** means, in respect of an Established POI, an Aggregation Node Site that is located at the same address as the relevant POI Site.

**Incorrect Callout** means the attendance of Personnel of **nbn** at a Premises for the purpose of performing an Installation activity where the pre-requisites for Installation are incomplete.

**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 Agreement** means an agreement entitled "Information Agreement", which relates to the supply of confidential information by **nbn** to RSP.

**Information Rate** means the rate (in bits per second) of transfer of Layer 2 Ethernet service frames by the **nbn**<sup>TM</sup> 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.

**Informed Consent** means, in respect of **nbn**<sup>TM</sup> Ethernet (Fibre) Ordered Products:

- (a) RSP has informed and made a Contracted End User aware of the effect on the RSP Product or Downstream Product if **nbn** supplies or does not supply the Battery Backup Service in respect of the corresponding Ordered Product; and
- (b) that Contracted End User has provided consent to RSP placing a Connect Order or a Modify Order requesting that **nbn** does or does not supply Battery Backup Service in respect of that corresponding Ordered Product.

**Infrastructure Component** means **nbn**<sup>TM</sup> Building Entry Service, ODF Termination, Co- Location or Cross Connect, as the case may be.

**Infrastructure Restoration Trouble Ticket** means, in respect of a Product, a trouble ticket of that name raised in accordance with the processes described in the relevant Operations Manual, as the context requires.

**Initial Network Activity Update** means the initial update provided by **nbn** in accordance with section 5.2.8.3 of the [WBA Operations Manual](#) for a Network Activity in respect of an Ordered Product.

**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 or Smart Location but does not include any FTTB/FTTN Subsequent Installation or FTTC Subsequent Installation.

**Initial Standard Installation** means a Standard Installation that is:

- (a) the first Installation performed by **nbn** (or an Installer) in respect of a Premises or Smart Location; or
- (b) performed by **nbn** (or an Installer) in respect of an existing active **nbn**<sup>TM</sup> Copper Pair that is being used to supply a Voiceband Service or Non-Voiceband Service to a Service Class 12, Service Class 13, Service Class 32 or Service Class 33 Premises, that will be transitioned to an Ordered Product,

but does not include any FTTB/FTTN Subsequent Installation or FTTC Subsequent Installation.

**Initial TC-4 Bundles Discount Roadmap** means the TC-4 Bundles Discount Roadmap provided to RSP on or before the Start Date.

**In-Premises Wiring Activities** means any or all of the following activities which **nbn** may elect to perform at an End User Premises (as the context requires):

- (a) isolation of the Lead-In Cable from other internal copper wiring within the Premises by disconnecting second or subsequent telecommunications outlet(s) from the **nbn**<sup>TM</sup> Copper Pair at the Telecommunications Outlet;
- (b) re-use of secondary cabling by terminating the remaining cabling to telecommunications outlet(s);
- (c) installation of new internal copper wiring;
- (d) installation, relocation or replacement of telecommunication outlet(s);
- (e) installation of a Central Splitter which will comply with AS/CA S041.3:2015; and/or
- (f) removal of a Central Splitter.

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

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

- (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;
- (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 or any Australian State or Territory 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** (or an Installer, FTTB/FTTN Installer or FTTC Installer) at a Premises or Smart Location 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 or Smart Location ready for service.

**Insurance Policies** has the meaning given to that term in clause E5.1 of the [Head 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).

**Interference Event** means, in relation to an **nbn**<sup>TM</sup> Ethernet (FTTB) Ordered Product, **nbn**<sup>TM</sup> Ethernet (FTTN) Ordered Product or **nbn**<sup>TM</sup> Ethernet (FTTC) Ordered Product, an adverse impact on:

- (a) another Carriage Service caused by the supply of the Ordered Product; or
- (b) the Ordered Product caused by the equipment or network of a third party.

**Interference Mitigation** means, in relation to an **nbn**<sup>TM</sup> Ethernet (FTTB) Ordered Product, **nbn**<sup>TM</sup> Ethernet (FTTN) Ordered Product or **nbn**<sup>TM</sup> Ethernet (FTTC) Ordered Product, such action (if any) as **nbn** determines is reasonably practicable in the circumstances to reduce or avoid an Interference Event in accordance with any process described in the [WBA Operations Manual](#).

**Interference Mitigation Solution** means the performance of any necessary activities within **nbn**'s control in accordance with any of **nbn**'s policies or procedures which prevent or mitigate an Interference Event, but does not include activities that require consent of any third party (other than third party consents necessary to access Common Property or MDU Sites).

**Internal Copper Pair** means, in respect of a Premises at an MDU Site, a copper Line or aluminium Line which connects from the Customer Side MDF to the Telecommunications Outlet, but does not include the Jumper Cable.

**Interoperability Certification Testing** means, in respect of a Product Testing Module, the interoperability certification testing that is set out in that Product Testing Module.

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

**Invitee** means a person who receives an Invitation.

**iSafe** means the *iSafe* application made available to RSP during On-boarding.

**Isolated Area** means any area within the footprint of the Satellite 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.

**Jumper Cable** means a Line that is used, or capable of being used, to supply a Carriage Service from the **nbn**<sup>TM</sup> Side MDF to the Customer Side MDF.

**Jumpering** means:

- (a) installing a Jumper Cable; and/or
- (b) otherwise, in respect of a Premises, the physical completion of an electrical circuit between the **nbn**<sup>TM</sup> Network Boundaries.

**Key Business Transactions** has the meaning given to that term in section 1 of the [Service Description for the \*\*nbn\*\*<sup>TM</sup> Platform Interfacing Service](#) or section 1 of the [Service Terms \(\*\*nbn\*\*<sup>TM</sup> Enterprise Ethernet Portal & B2B Access\)](#), as the context requires.

**Key** means a mechanical or electro-mechanical key provided to RSP to enable access to buildings or areas and objects within buildings such as Equipment Racks.

**Last Active Date** means the indicative date sourced from the FNN/ULL Database or other data source to identify the last change to the Line Status of an inactive **nbn**<sup>TM</sup> Copper Pair at a Premises or other location.

**Late Cancellation (After Hours Installation Appointment)** means the cancellation of an After Hours Installation Appointment where **nbn** receives the request to cancel the activity with less than the required notice period set out in the [WBA Operations Manual](#).

**Late Cancellation (Co-ordinated Appointment)** means the cancellation of a Co-ordinated Appointment where **nbn** receives the request to cancel the activity with less than the required notice period set out in the [WBA Operations Manual](#).

**Late Cancellation (Site Visit Required)** means the cancellation of an activity that requires **nbn** to attend the Premises or Smart Location where **nbn** receives the request to cancel the activity with less than the required notice period set out in the [WBA Operations Manual](#) or [nbn<sup>TM</sup> Smart Places Operations Manual](#) (as the context requires).

**Late Rescheduling (Co-ordinated Appointment)** means the rescheduling of a Co-ordinated Appointment where **nbn** receives the request to reschedule the activity with less than the required notice period set out in the [WBA Operations Manual](#).

**Late Cancellation (Smart Places Co-ordinated Appointment)** means the cancellation of a Smart Places Co-ordinated Appointment where **nbn** receives the request to cancel the Activity with less than the required notice period set out in the [nbn<sup>TM</sup> Smart Places Operations Manual](#).

**Late Rescheduling (Smart Places Co-ordinated Appointment)** means the rescheduling of a Smart Places Co-ordinated Appointment where **nbn** receives the request to reschedule the Activity with less than the required notice period set out in the [nbn<sup>TM</sup> Smart Places Operations Manual](#).

**Latest Commercial Offer** means at any point in time, the complete set of terms and conditions which **nbn** designates as the 'latest commercial offer' for the continued supply of Ordered Products

and acceptance of orders in respect of Products, Product Components and Product Features after the Expiry Date.

**Latest Standard Offer** means the Standard Offer available on **nbn**'s Website on the Expiry Date.

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

**Lead-In Cable** means a Line that connects, or is intended to connect, a network connection point to the PCD or a building entry point (as applicable) in respect of a Premises.

**Lead-In Conduit** means, in respect of a Smart Location, the conduit or conduits between the Network Joint Location and the SFP-NTD.

**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 Satellite 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** means:

- (a) a wire, cable, optical fibre, tube, conduit, waveguide or other physical medium used, or for use, as a continuous artificial guide for or in connection with carrying communications by means of guided electromagnetic energy;
- (b) a "line" as defined in the Telecommunications Act if that definition differs from paragraph (a); or
- (c) any other media of a similar nature to any one or more of the media under paragraphs (a) or (b).

**Line Rate** means, in respect of a Product, the Layer 1 information-carrying capacity of a link, as further described in the relevant Product Technical Specification.

**Line Rate and Information Rate Report** means the report described in section 9.3.3 of the [WBA Operations Manual](#).

**Line Status** means an indicator as to whether there is an existing active telecommunications service over an **nbn**<sup>TM</sup> Copper Pair.

**Linked NNI** means an NNI in respect of which one or more NNI Links have been configured.

**Local POI** means the POI which serves the CSA in which the relevant Premises is located.

**Local/State POI Migration Order** has the meaning given to that term in section 4.8.5 of the [nbn<sup>TM</sup> Enterprise Ethernet Operations Manual](#).

**Lock-in nbn Forecast** has the meaning given to that term in section 4.2.1.3 of the [WBA Operations Manual](#).

**Long-term Discount, Credit, Rebate or Waiver** means a Discount, Credit, Rebate or Waiver with an initial duration, at the time it is first made available, of greater than 6 months.

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

**M Pair Frame** means a distributor at an **nbn**<sup>™</sup> Pillar that terminates, at a common point, cabling from an exchange on an Other Copper Network.

**Major Attribute** means an attribute of the **nbn**<sup>™</sup> Network identified as a Major Attribute in any Network Interface Specification.

**Major B2B Interface Change** means a change:

- (a) which introduces a new B2B Interface Version that is not backwards compatible with the B2B Interface Version implemented immediately prior to the change; or
- (b) in respect of which **nbn** will require RSP to perform "B2B Access Interoperability Certification Testing".

**Major B2B Interface Version** means a B2B Interface Version to which **nbn** has assigned an incremental major version number as described in an '**nbn**<sup>™</sup> Platform Interfacing Service B2B Access Release Note'.

**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.

**Major Upgrade** means an Upgrade to one or more Major Attributes, but which is not an Emergency Upgrade.

**Major Upgrade Plan** means a plan for the implementation of a Major Upgrade, containing, at a minimum, the following information (as applicable):

- (a) the nature and scope of the Major Upgrade;
- (b) the date or dates, manner, locations and/or Products in whole or in part that will be affected by the Major Upgrade;
- (c) whether alternative Products will be offered to RSP on a temporary or permanent basis, including essential details of those alternative Products such as the date of supply, cost and connection requirements;
- (d) the steps that **nbn** is taking to minimise disruption to RSP that may result from the Major Upgrade;
- (e) the actions that RSP can take to minimise disruption to Downstream Service Providers or Contracted End Users that may result from the Major Upgrade; and
- (f) details of the **nbn** representative whom RSP may contact to obtain further information about the Major Upgrade.

**Management Escalation** means a request submitted by RSP through the **nbn**<sup>™</sup> Service Portal or B2B Access with respect to an Order Enquiry to escalate **nbn**'s response to RSP's Transactional Enquiry, where such a response remains outstanding after the period specified in section 4.5.1.5 of the [WBA Operations Manual](#).

**Mass Market Retail Product** means an RSP Product or Downstream Product that:

- (a) has an asymmetric bandwidth profile (with downstream bandwidth being greater than upstream bandwidth); and
- (b) is designed to support applications that tolerate variable levels of frame delay, frame delay variation and frame loss throughout the day as characterised by the 'DSCP Default Forwarding' per-hop behaviour described in RFC4594.

**Material Default** means:

- (a) a Default which:

## Definitions

- (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 RSP.

**Material Product Feature** means a Product Feature, the withdrawal of which will have a material adverse impact on the functionality or performance of a Product or Product Component with which that Product Feature is associated.

**Material Service Failure**, in relation to a Product, has the meaning (if any) given to that term in the Product Terms for that Product.

**Material Service Failure Cap** means an amount that is equal to 25% of the Nominated Billings Amount for that Year, up to a maximum of \$50 million.

**Maximum Sustained Information Rate** has meaning given to the term in section 2.2.2.5 of the [nbn™ Ethernet Product Technical Specification](#).

**MDF** or **Main Distribution Frame** means the **nbn™** Side MDF and the Customer Side MDF at an MDU Site, but does not include a 10 pair termination/connection box.

**MDU Site** means a site with an MDF which comprises one or more Premises in a single location, whether those Premises are used for business, residential or other purposes.

**Measured Connection Rate** means, in respect of a TC-4 Ordered Product, the average maximum downstream PIR that **nbn** estimates the AVC TC-4 Product Component is capable of achieving, based on at least 7 point-in-time measurements, with such estimate occurring on the Connection Performance Measurement Date.

**Metropolitan Area** means an area within an Urban Area which is:

- (a) within a capital city metropolitan boundary; or
- (b) specified as a "Metropolitan Area" by **nbn** from time to time.

**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:
  - (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.

**Migration Connection** means an End User Connection in respect of a Premises:

- (a) that is Service Class 1, Service Class 2, Service Class 11, Service Class 12, Service Class 21, Service Class 22, Service Class 23, Service Class 31, Service Class 32 or Service Class 33 and is supplied with a working standard telephone service at the time at which RSP places the order for the End User Connection; and



- (b) for which **nbn** needs to perform an Initial Standard Installation, an Initial Non Standard Installation, FTTB/FTTN Subsequent Installation or FTTC Subsequent Installation.

**Minimum Modem Quality Standards** means, in respect of a Modem, the minimum Modem quality standards, as set out in the Network Interface Specifications, that **nbn** considers are necessary for a Modem to meet in order to avoid the Modem unacceptably affecting the performance of an RSP Product or Downstream Product.

**Minimum Modem Quality Standards Date** means 1 March 2021.

**Minimum Term** has the meaning given to that term in section 1.1(h) of the [nbn™ Enterprise Ethernet Price List](#).

**Minor Attribute** means an attribute of the **nbn™** Network identified as a Minor Attribute in any Network Interface Specification.

**Minor B2B Interface Change** means a change:

- (a) which introduces a new B2B Interface Version that is backwards compatible with the related Major B2B Interface Version; and
- (b) in respect of which **nbn** will not require RSP to perform "B2B Access Interoperability Certification Testing".

**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.

**Minor Upgrade** means an Upgrade to one or more Minor Attributes, but which is not a Major Upgrade or an Emergency Upgrade.

**Missed Appointment** means the failure of the Appointment Representative to be present from the beginning of an applicable Appointment window, under the [nbn™ Ethernet Service Levels Schedule](#) or [nbn™ Smart Places Service Levels Schedule](#) (as the context requires) during the attendance by Personnel of **nbn** at a Premises.

**Missed Connection Appointment Rebate** means the rebate in respect of **nbn's** failure to achieve Service Levels for specified Actual Appointments calculated in accordance with section 2.4 of the [nbn™ Ethernet Service Levels Schedule](#).

**Missed Trouble Ticket Appointment Rebate** means the rebate in respect of **nbn's** failure to achieve Service Levels for Actual Trouble Ticket Appointments calculated in accordance with section 11.4 of the [nbn™ Ethernet Service Levels Schedule](#) or section 6.3 of [the nbn™ Smart Places Service Levels Schedule](#) (as the context requires).

**Model Undertaking** has the meaning given to that term in clause E2.5(b) of the [Head Terms](#).

**Modem** means any RSP Equipment, Downstream Service Provider Equipment or End User Equipment that receives VDSL2 services or operates on a VDSL2 system and is used in respect of an **nbn™** Ethernet (FTTB) Ordered Product or **nbn™** Ethernet (FTTN) Ordered Product.

**Modem Provisioning Window** means, with respect to a Modem supplied to an End User, a period of 30 calendar days from the date of that supply.

**Modify Order** has the meaning, in respect of a Product, given to that term in the relevant Operations Manual, as the context requires.

**Monitored Transaction** means any type of transaction identified as such in section 1 of the [Service Description for the nbn™ Platform Interfacing Service](#).

**Monitoring Period** means the period described in the [WBA Operations Manual](#) over which **nbn** will review the performance of an Ordered Product following the performance of a Network Activity or the resolution of a Performance Incident Trouble Ticket.

**Monthly Recurring Charge** means, in respect of an **nbn**<sup>TM</sup> Enterprise Ethernet Ordered Product:

- (a) the UNI and OVC monthly recurring Charges; and
- (b) any recurring Charges payable in respect of all associated Product Features.

**More Information Required Notification** means, in respect of a Product, the notification of that name described in the relevant Operations Manual.

**Multilateral SFAA Forum** has the meaning given to that term in an SAU.

**Multiple RF Device Premises** means a Premises that has multiple RF Signal Terminating Devices installed and actively operating.

**Multi-Premises Site** means a Premises, which may contain one or more other Premises, which has been designated by **nbn** as a Multi-Premises Site for the purpose of **nbn** conducting one or more Centralised Deployment(s).

**NAP** means:

- (a) in respect of a Premises, the network access point for the Premises for the purposes of the Fibre Network or the Enterprise Ethernet Network; and
- (b) in respect of a Non-Addressable Object, the network access point for the Premises in which the Non-Addressable Object is located for the purposes of the Fibre Network.

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

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

**nbn**<sup>TM</sup> **Billing Contact** means the person designated as such in the Contact Matrix.

**nbn**<sup>TM</sup> **Billing Escalation Contact** means the person designated as such in the Contact Matrix.

**nbn**<sup>TM</sup> **Billing Team** means the division of **nbn** designated as such in the Contact Matrix.

**nbn**<sup>TM</sup> **Building Entry Service** means the Service Element of that name described in the [Service Description for the Facilities Access Service](#) and the [Service Technical Specification for the Facilities Access Service](#).

**nbn**<sup>TM</sup> **Copper Network** means the network in Australia comprising copper and aluminium wire lines (as augmented or modified from time to time) that is owned, controlled or operated by, or on behalf of, **nbn** or any Related Body Corporate of **nbn**.

**nbn**<sup>TM</sup> **Copper Pair** means, in respect of a Premises served by means of the FTTB Network, the FTTN Network or the FTTC Network, a copper or aluminium Line which, once all necessary Jumpering has been completed, connects the relevant **nbn**<sup>TM</sup> Node to:

- (a) where the Premises is not at an MDU Site:
  - (i) the Passive NTD if present; or
  - (ii) the Telecommunications Outlet if no Passive NTD is present, and includes the Copper Connecting Cable; or
- (b) where the Premises is at an MDU Site, the Customer Side MDF, and includes the Jumper Cable.

**nbn**<sup>TM</sup> **Copper Pair ID** means the numeric reference generated by **nbn** that identifies an **nbn**<sup>TM</sup> Copper Pair.

**nbn**<sup>TM</sup> **Developer Portal** means a web portal made available by **nbn** to RSP for accessing B2B

Access-related resources and documentation.

**nbn™ Downstream Network Boundary** has the meaning given to that term in section 4.1 of the [nbn™ Ethernet Product Description](#), section 2.1 of the [nbn™ Enterprise Ethernet Product Description](#) and section 3 of the [nbn™ Smart Places Product Description](#) (as applicable).

**nbn™ DPU** means a piece of network equipment used by **nbn** for the purposes of supplying **nbn™** Ethernet (FTTC) that:

- (a) utilises the **nbn™** Copper Network to supply that service; and
- (b) is dependent on power supplied from the Reverse Power Feed.

**nbn™ Enterprise Ethernet** means the service described in the [nbn™ Enterprise Ethernet Product Description](#).

**nbn™ Enterprise Ethernet Discounts, Credits and Rebates Annexure** means the Discounts, Credits and Rebates Annexure to the [nbn™ Enterprise Ethernet Price List](#).

**nbn™ Enterprise Ethernet Portal** means the service portal which enables RSP and **nbn** to perform supported business transactions for **nbn™** Enterprise Ethernet over the Internet using a web-based portal provided by **nbn**.

**nbn™ Enterprise Ethernet Sandpit** means the elements of the Sandpit described in the [Sandpit Service Description](#) that enable RSP to conduct **nbn™** Enterprise Ethernet Testing and Development Activities relevant to **nbn™** Enterprise Ethernet.

**nbn™ Enterprise Ethernet Testing and Development Activities** means the testing and development activities permitted under the [Sandpit Service Description](#) in relation to **nbn™** Enterprise Ethernet.

**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 RSP for use as part of, or in connection with, any Product; or
- (b) which **nbn** (or any Related Body Corporate of **nbn**) permits RSP 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 FTTC-NCDs, NTDs and Passive NTDs,

but does not include any Central Splitter, Pre-existing Carrier Side MDF, Customer Side MDF or Common MDU Site Equipment.

**nbn™ Ethernet** means the service described in the [nbn™ Ethernet Product Description](#).

**nbn™ Ethernet Discounts, Credits and Rebates Annexure** means the Discounts, Credits and Rebates Annexure to the [nbn™ Ethernet Price List](#).

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

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

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

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

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

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

**nbn™ Ethernet Testing and Development Activities** means the testing and development activities

permitted under the Sandpit Service Description in relation to:

- (a) **nbn™** Ethernet (Fibre);
- (b) **nbn™** Ethernet (FTTB) and **nbn™** Ethernet (FTTN);
- (c) **nbn™** Ethernet (FTTC); or
- (d) **nbn™** Ethernet (HFC),

as applicable.

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

**nbn™ Frame** means a distributor at an **nbn™** FTTN Node that terminates at a common point **nbn™**'s cabling for cross connection by means of a Pillar Jumper Cable to the O Pair Frame.

**nbn™ FTTB Node** means a DSLAM (or equipment having similar functionality) used by **nbn** for the purposes of supplying **nbn™** Ethernet (FTTB) that:

- (a) utilises the **nbn™** Copper Network to supply that service;
- (b) is installed in, or in proximity to, an MDU Site and associated with at least one MDF;
- (c) is dedicated in the supply of **nbn™** Ethernet to those Premises served by that MDF or the relevant MDFs (as applicable); and
- (d) is not dependent on power supplied from the Premises and then through the **nbn™** Copper Network.

**nbn™ FTTN Node** means a DSLAM (or equipment having similar functionality) used by **nbn** for the purposes of supplying **nbn™** Ethernet (FTTN) that:

- (a) utilises the **nbn™** Copper Network to supply that service; and
- (b) is not dependent on power supplied from the Premises and then through the **nbn™** Copper 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 Installation** means an Installation in respect of a Smart Location that is not a Self-Installation (Smart Places).

**nbn™ IPRs** means any Intellectual Property Rights owned by **nbn** or a Related Body Corporate of **nbn**, whether coming into existence before or after the Execution Date, including any Intellectual Property Rights in:

- (a) existing or new Products;
- (b) the development of new products or services which **nbn** may supply; or
- (c) the **nbn™** Network, including the **nbn™** Equipment, the **nbn™** Platform and the National Test Facility,

but excluding any Third Party IPR.

**nbn™ Location ID** means an identifier allocated by **nbn** that is functionally equivalent to the Australian standard AS4819:2003 definition of an "Address" site.

**nbn™ Material** means all material (including technical and marketing material) provided or otherwise made available by or on behalf of **nbn** to RSP under this Agreement in connection with an Ordered Product or a Product.

**nbn™ Network** means the Fibre Network, the FTTB Network, the FTTN Network, the FTTC Network, the HFC Network, the Wireless Network, the Satellite Network, the Enterprise Ethernet Network and

the **nbn**<sup>TM</sup> Equipment.

**nbn**<sup>TM</sup> **Network Boundaries** means:

- (a) the **nbn**<sup>TM</sup> Downstream Network Boundary in respect of a Premises or Smart Location; and
- (b) if the Premises or Smart Location is associated with:
  - (i) a Temporary POI, the NNI serving the CSA in which that Premises is located; or
  - (ii) a POI (other than a Temporary POI), either:
    - A. the NNI, where RSP does not acquire any Service Element of the Facilities Access Service; or
    - B. subject to section 12(a) of the [Service Description for the Facilities Access Service](#):
      1. **nbn**'s side of the ODF Termination Point, where RSP acquires ODF Termination;
      2. **nbn**'s side of the points at which the pre-cabled and pre-terminated single mode fibre tie cables are terminated on the fibre patch panel in the relevant Equipment Rack (as further described in the [Service Description for the Facilities Access Service](#)), where RSP acquires Co-location;
      3. **nbn**'s side of the designated point at which any other connection located within the building in which an Aggregation Node Site is located is presented on the **nbn**<sup>TM</sup> ODF at that Aggregation Node Site, where RSP acquires Cross Connect in respect of that designated point; or
      4. the external end point of the "starter duct" (as that term is described in the [Service Technical Specification for the Facilities Access Service](#)), where RSP acquires the **nbn**<sup>TM</sup> Building Entry Service.

**nbn**<sup>TM</sup> **Node** means an **nbn**<sup>TM</sup> FTTB Node, **nbn**<sup>TM</sup> FTTN Node or **nbn**<sup>TM</sup> DPU (as applicable).

**nbn**<sup>TM</sup> **ODF** means an optical distribution frame that is owned or operated by **nbn** at a POI Site or an Aggregation Node Site.

**nbn**<sup>TM</sup> **Optical Splitter** means an optical splitter that is provided by **nbn** to enable the use of an FTTC Sandpit in conjunction with a Fibre Sandpit.

**nbn**<sup>TM</sup> **Pillar** means a distribution frame installed in, or in proximity to, an **nbn**<sup>TM</sup> FTTN Node and used by **nbn** for the purposes of supplying an Ordered Product.

**nbn**<sup>TM</sup> **Pit** means an underground vault not large enough for a person to fully enter and work within that is owned by **nbn** (or its Related Body Corporate) or over which **nbn** (or its Related Body Corporate) is in a position to exercise control.

**nbn**<sup>TM</sup> **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**<sup>TM</sup> **Platform Interfacing Service** means the service described in the [Service Description for the \*\*nbn\*\*<sup>TM</sup> Platform Interfacing Service](#).

**nbn**<sup>TM</sup> **Platform Workarounds** has the meaning given to that term in the [Service Terms for the](#)

**nbn™ Platform Interfacing Service** or the [Service Terms \(nbn™ Enterprise Ethernet Portal & B2B Access\)](#), as the context requires.

**nbn™ Platform-Related Software** means any interfaces, software or systems provided or made available by **nbn** to RSP as part of the **nbn™** Platform Interfacing Service.

**nbn™ Power Resiliency Policy** means the policy of that name notified by **nbn** to RSP from time to time for the purposes of this Agreement which describes the power resiliency system (if any) which **nbn** utilises in respect of the FTTB Network and FTTN Network.

**nbn Professional Installation – FTTC** means the installation by **nbn** of the FTTC-NCD Connecting Equipment in accordance with the process set out in section 4.6.7.2 of the [WBA Operations Manual](#).

**nbn Professional Installation – HFC** means the installation by **nbn** of the HFC-NTD Connecting Equipment, in accordance with the process set out in section 4.6.6.8 of the [WBA Operations Manual](#).

**nbn™ Program of Works** means any program of works issued by **nbn** and published on **nbn's** Website from time to time.

**nbn Rollout Forecast** has the meaning given to that term in section 4.2.1.3 of the [WBA Operations Manual](#).

**nbn™ RSP Centre** means the online portal referred to as such by **nbn**.

**nbn™ RSP Solutions Centre** means the call centre established by **nbn** from time to time to provide retail service provider solutions, the details of which are set out in the Contact Matrix.

**nbn™ Service Portal** has the meaning given to that term in section 3 of the [Service Description for the nbn™ Platform Interfacing Service](#).

**nbn™ Service Portal Request Form** has the meaning given to that term in section 2.2.4.2 of the [WBA Operations Manual](#) or section 2.2.3.2 of the [nbn™ Smart Places Operations Manual](#) (as the context requires).

**nbn™ Service Portal Terms and Conditions** means the terms and conditions governing the use of the **nbn™** Service Portal provided by **nbn** to RSP from time to time.

**nbn™ Side MDF** means a distributor at an MDU Site that terminates at a common point **nbn's** cabling for cross-connection by means of Jumper Cables to the Customer Side MDF.

Note: In respect of the FTTN Network or FTTC Network, a Pre-existing Carrier Side MDF may become an **nbn™** Side MDF on and from the date that the lead-in cabling which is terminated at that MDF becomes part of the **nbn™** Copper Network.

**nbn™ Smart Places** means the service described in the [nbn™ Smart Places Product Description](#).

**nbn™ Smart Places Sandpit** means the elements of the Sandpit described in the [Sandpit Service Description](#) that enable RSP to conduct **nbn™** Smart Places Testing and Development Activities relevant to **nbn™** Smart Places.

**nbn™ Sydney Test Facility** means the Type 1 Facility in Sydney, New South Wales at which **nbn** nominates to supply an **nbn**-hosted variant of the HFC Sandpit and the **nbn™** Enterprise Ethernet Sandpit.

**nbn™ Smart Places Testing and Development Activities** means the activities described in the [Sandpit Service Description](#).

**nbn's Website** means **nbn's** website, with the URL [www.nbnco.com.au](http://www.nbnco.com.au) or such other URL as **nbn** may notify to RSP from time to time.

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

**Network Activity** means, in relation to an **nbn**<sup>TM</sup> Ethernet Ordered Product, any action determined by **nbn** as reasonable to:

- (a) ameliorate the Line Rate at the **nbn**<sup>TM</sup> Downstream Network Boundary in respect of the Premises so that it is capable of achieving the PIR Objective or CIR Objective (as relevant); or
- (b) rectify a Performance Incident that **nbn** has determined, acting reasonably, is unlikely to be rectified by means of the standard Performance Incident rectification activities.

**Network Activity (COAT)** means a Change of Access Technology performed as part of a Network Activity.

**Network Activity Designation Date** means, in respect of an Ordered Product, the date **nbn** designates that the Ordered Product requires a Network Activity in accordance with section 5.2.8 of the [WBA Operations Manual](#).

**Network Activity (Rehabilitation)** means any Network Activities other than a Change of Access Technology that may be performed by **nbn** and may include the following network maintenance activities:

- (a) replacement of copper cable runs and related joints;
- (b) construction work;
- (c) network equipment installation; and
- (d) distribution cable replacement.

**Network Availability** means, for either **nbn**<sup>TM</sup> Ethernet or **nbn**<sup>TM</sup> Enterprise Ethernet as the context requires, the combined availability of each relevant ordered product (between the NNI and the **nbn**<sup>TM</sup> Downstream Network Boundary) supplied by **nbn** to all **nbn**'s retail service providers.

**Network Fault** means a Service Fault or Enterprise Ethernet Fault affecting multiple Ordered Products.

**Network Fault Response** means a response by **nbn** to a Network Fault in accordance with the [WBA Operations Manual](#).

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

**Network Interface Specification** means a document identified as a 'Network Interface Specification' provided by **nbn** to RSP from time to time and describing the attributes of the **nbn**<sup>TM</sup> Network.

**Network Joint Location** means, in respect of a Smart Location, a fibre joint connection which is, or is to be, connected to the Customer Connecting Cable and which is owned or controlled by, or operated by or on behalf of, **nbn** for the purposes of the Fibre Network.

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

**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**) but does not include a Passive NTD or FTTC-NCD.

**Network Test** means a complex or long-running enquiry of the type detailed in the Test & Diagnostics Guide relating to the performance of the **nbn**<sup>TM</sup> Network associated with RSP's Ordered Products.

**New** means, in respect of a Product, the Order Status, Trouble Ticket Status or Test Status described in the relevant Operations Manual, as the context requires.

**New Development Location** means a Serviceable location which is identified by **nbn** as being within the site boundary of a new development, for which **nbn** creates a new **nbn**<sup>TM</sup> Location ID that is identified in the 'Historical Footprint List' notified by **nbn** to RSP from time to time or the Service Qualification System as being subject to the new developments Charge specified in the [nbn<sup>TM</sup> Ethernet Price List](#) or [nbn<sup>TM</sup> Smart Places Price List](#).

**NNI** has the meaning given to the term Network-Network Interface.

**NNI Bearer** has the meaning, in respect of a Product, given to that term in the relevant Product Description, as the context requires.

**NNI Group** has the meaning, in respect of a Product, given to that term in section in the relevant Product Description, as the context requires.

**NNI Link** is a logical connection between a V-NNI and an NNI.

**NNI Link Parameters** has the meaning, in respect of a Product, given to that term in the relevant Product Description, as the context requires.

**NNI Link RSP** means an Other RSP who has acquired an NNI Link under an Other Wholesale Broadband Agreement.

**NNI Modification** means, in respect of a Product, the modification of the configuration of an NNI which **nbn** supplies to RSP in accordance with the relevant Operations Manual.

**No Fault Found (No Truck Roll Required)** means no attendance at a Premises, Smart Location or other suspected location of a fault or incident has been required for **nbn** to determine that a fault or incident reported by RSP as a Service Fault, Performance Incident or Enterprise Ethernet Fault is an External Fault.

**No Fault Found (Truck Roll Required)** means that an attendance at a Premises, Smart Location or other suspected location of a fault or incident has been required for **nbn** to determine that a fault or incident reported by RSP as a Service Fault, Performance Incident or Enterprise Ethernet Fault is an External Fault.

**Nominated Billings Amount** means, in any Year:

- (a) the Average Monthly Billings Amount; or
- (b) the Annual Billings Amount, if so agreed in this Agreement or any RSP Group WBA or in any written variation to this Agreement or any RSP Group WBA from time to time,

where:

$$\text{Average Monthly Billings Amount} = \frac{\text{Annual Billings Amount}}{\text{days in Year}} \times \frac{365}{12}$$

- Annual Billings Amount = the total amount of Charges (excluding GST) paid or payable by RSP and each RSP Group Member (if any) in connection with either of:
- (a) the supply of an ordered product in any period from the first day of the relevant Year to the last day of that Year (inclusive), pro-rated as required; or
  - (b) the performance of an activity under this Agreement or any RSP Group WBA in any period from the first day of the relevant Year to the last day of that Year (inclusive).



**Non-Addressable Object** means End User Equipment located in a Multi-Premises Site to which a dedicated RSP Product or Downstream Product is supplied or may be supplied.

**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-Infrastructure Type Transfer** means a bulk order of more than 100 Service Transfers within a single transaction that:

- (a) relates to the transfer of services from an Other RSP to RSP as a result of a commercial arrangement (including an acquisition or similar transaction); and
- (b) is approved as a "Non-infrastructure Type Transfer" by **nbn**.

**Non-Material Product Feature** means a Product Feature that is not a Material Product Feature.

**Non Standard Installation** has the meaning, in respect of a Product, given to that term in the relevant Product Terms, as the context requires.

**Non-Voiceband Service** means a Carriage Service (including an ADSL Service) that is supplied by means of the **nbn**<sup>TM</sup> Copper Network or Other Copper Network and is not a Voiceband Service or an Ordered Product.

**Not In Attendance** means the failure of the Appointment Representative to be present for a site visit other than an After Hours Site Visit.

**Not In Attendance (After Hours Site Visit)** means the failure of the Appointment Representative to be present for an After Hours Site Visit.

**NPIS Preventative Maintenance Outage** has the meaning given to that term in the [Service Terms for the \*\*nbn\*\*<sup>TM</sup> Platform Interfacing Service](#), or the [Service Terms \(\*\*nbn\*\*<sup>TM</sup> Enterprise Ethernet Portal & B2B Access\)](#), as the context requires.

**NPIS Sandpit** means the elements of the Sandpit described in the [Sandpit Service Description](#) that enable RSP to conduct NPIS Testing and Development Activities.

**NPIS Testing and Development Activities** means the activities described in section 19.2 of the [Sandpit Service Description](#).

**NSS** or **nbn**<sup>TM</sup> **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.

**O Pair Frame** means a distributor at an **nbn**<sup>TM</sup> Pillar that terminates, at a common point, the **nbn**<sup>TM</sup> Copper Pairs.

**OAT Plan** means a document provided by **nbn** to RSP setting out the plan for Operational Accreditation Testing of a Product Testing Module.

**ODF** means optical distribution frame.

**ODF Termination** means the Service Element of that name described in the [Service Description for the Facilities Access Service](#) and the [Service Technical Specification for the Facilities Access Service](#).

**ODF Termination Point** means, in respect of each POI for which RSP orders ODF Termination, the point designated by **nbn** in its discretion (and notified to RSP) on the **nbn**<sup>TM</sup> ODF to which **nbn** will connect RSP's lead-in or backhaul transmission cables.

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

**OH&S** means occupational health and safety.

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

**OLT** means optical line terminal.

**On-boarding** means the processes and activities described in Module 2 of the relevant [Operations Manual](#) including all required test activities in respect of each type of Product or new, modified or enhanced Product to be acquired by RSP.

**On-Demand Fibre Connection** means a Change of Access Technology performed in accordance with section 4.8.2.2 of the [WBA Operations Manual](#).

**On-Demand Fibre Connection Eligible Order** has the meaning given to that term in section 4.8.2.2 of the [WBA Operations Manual](#).

**On-Demand Fibre Connection Outage** means a Planned Outage affecting an **nbn**<sup>™</sup> Ethernet (FTTC) Ordered Product, as described in further detail in section 5.5.5 of the [WBA Operations Manual](#).

**On-Demand Fibre Connection Supply Terms** means the terms and conditions on which **nbn** offers to perform On-Demand Fibre Connections.

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

**Operational** means, in respect of the **nbn**<sup>™</sup> Platform Interfacing Service, where the **nbn**<sup>™</sup> Platform Interfacing Service performs in accordance with the following documents as the context requires:

- (a) the [Service Description for the \*\*nbn\*\*<sup>™</sup> Platform Interfacing Service](#), the relevant Operations Manual and the applicable B2B Specifications; or
- (b) Part A of the [Service Terms \(\*\*nbn\*\*<sup>™</sup> Enterprise Ethernet Portal & B2B Access\)](#) and the relevant Operations Manual.

**Operational Accreditation Testing** means, in respect of a Product Testing Module, the operational accreditation testing that is set out in that Product Testing Module.

**Operational Hours**, in respect of each Service Level, Performance Objective or Operational Target relating to a Product, has the meaning given to that term in the Service Levels Schedule applicable to that Product.

**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 [Head Terms](#).

**Operational Report** means a report to be provided by **nbn** to RSP in accordance with section 9.3 of the [WBA Operations Manual](#), and for clarity does not include Performance Reports.

**Operational Target** means an operational target set out in any Service Levels Schedule.

**Operational Terms** means:

- (a) the Fair Use Policies;
- (b) the Product Descriptions and Service Descriptions;
- (c) the Product Technical Specifications and Service Technical Specifications;
- (d) the Product Terms and Service Terms other than the Special Terms; and

(e) the Operations Manuals.

**Operational Workshop** has the meaning, in respect of a Product, given to that term in the relevant Operations Manual, as the context requires.

**Operations Manual** means each document entitled "Operations Manual" that forms part of this Agreement.

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

**Operator Virtual Connection** has the meaning given to that term in section 3 of the [nbn™ Enterprise Ethernet Product Description](#) or, for the purposes of the Sandpit, has the meaning given to that term in the [Sandpit Service Description](#).

**Optical Node** means equipment that converts communications on fibre to communications on coaxial cable in the forward path (and vice versa in the return path).

**Order Accepted Notification** means a notification provided by **nbn** to RSP that the Order Status of an order has been changed to In Progress.

**Order Acknowledgement** means the time at which **nbn** assigns an Order Status of Acknowledged to an order in accordance with the relevant Operations Manual.

**Order Enquiry** means:

- (a) in relation to **nbn™** Ethernet, an enquiry submitted by RSP through the **nbn™** Service Portal, B2B Access or in accordance with sections 1.4.3 and 4.5.1.5 of the [WBA Operations Manual](#);
- (b) in relation to **nbn™** Smart Places, an enquiry submitted by RSP through the **nbn™** Service Portal, B2B Access or in accordance with sections 1.5.3 and 4.4.2.5 of the [nbn™ Smart Places Operations Manual](#); or
- (c) in relation to **nbn™** Enterprise Ethernet, an enquiry submitted by RSP through the **nbn™** Enterprise Ethernet Portal or B2B Access in accordance with section 4.8.1.4 of the [nbn™ Enterprise Ethernet Operations Manual](#),

in respect of an order with an Order ID, a request for additional information about an order, request in relation to an order, or an enquiry about the action being taken or taken by **nbn** in relation to an order.

**Order Feasibility Check** means an enquiry that is made through the **nbn™** Platform Interfacing Service as to whether a particular order that RSP intends to place is capable of being placed in accordance with the terms of this Agreement.

**Order Feasibility Information** means information provided through the **nbn™** Platform in connection with an Order Feasibility Check.

**Order ID** means a unique identifier allocated by **nbn** to identify an order placed by RSP for a Product under this Agreement.

**Order Lead Time** means the minimum amount of time required by **nbn** between the date that RSP associates an Appointment with an Access Component order, and the date of the Appointment, as specified in section 6.7.2 of the [WBA Operations Manual](#).

**Order Status** means, in respect of a Product, the status of an order being one of the order status types specified in the relevant Operations Manual, as the context requires.

**Ordered Product** means a Product that:

- (a) has been validly ordered by RSP and for which **nbn** has accepted an order; or
- (b) in the case of the **nbn™** Platform Interfacing Service and the Sandpit, is supplied by **nbn** to RSP in accordance with the [WBA Operations Manual](#).

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

**Ordering Freeze** means **nbn**:

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

other than:

- (c) any Disconnect Orders; or
- (d) any Modify Orders to downgrade the bandwidth profile of an Ordered Product, where such downgrade is required by an applicable law or is necessary as a result of a Regulatory Event.

**Original Access Technology** has the meaning given to that term in section 4.8 of the [WBA Operations Manual](#).

**Originally Connected AVC TC-4** means, in respect of a TC-4 Ordered Product, the AVC TC-4 bandwidth profile specified in the Connect Order for that TC-4 Ordered Product.

**Other Copper Network** means a network in Australia comprising copper and aluminium wire lines (as augmented or modified from time to time) that is owned, controlled or operated by, or on behalf of, a Carrier (or any Related Body Corporate of that Carrier) other than **nbn**.

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

**Other Losing RSP** means an Other RSP to whom **nbn** will cease supplying a Product under an Other Wholesale Broadband Agreement as a result of RSP placing, or commencing the process to place, a Service Transfer Order under this Agreement.

**Other HFC Network** means a network in Australia comprising hybrid fibre coaxial lines that are owned, controlled or operated by, or on behalf of, Telstra or SingTel Optus Pty Ltd or any of their Related Bodies Corporate (or any subsequent owner, controller or operator).

**Other **nbn**<sup>TM</sup> 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**<sup>TM</sup> Network.

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

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

- (a) Other Wholesale Broadband Agreement; or
- (b) except for the purposes of Module G of the [Head Terms](#), other agreement for the supply of products or services fully or partly supplied by means of, or use of, the **nbn**<sup>TM</sup> Network or an Other **nbn**<sup>TM</sup> Network,

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

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

**Other Wholesale Broadband Agreement** means an agreement dealing with the subject matter of

this Agreement entered into between **nbn** and a person other than RSP.

**Outage** means a failure of an Ordered Product to perform substantially in accordance with the relevant Product Description or Product Technical Specification conducted by **nbn** in accordance with clause C15 of the [Head Terms](#) and the relevant Operations Manual, in order to perform:

- (a) any Upgrade;
- (b) any Other **nbn**<sup>TM</sup> Network Works;
- (c) any maintenance, repair, rationalisation or remediation of:
  - (i) any **nbn**<sup>TM</sup> 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 RSP or any Other RSP; or
  - (iii) any facilities, at, on or under which the **nbn**<sup>TM</sup> Network is attached, located or installed;
- (d) the relocation, closure or replacement of any POI, of which **nbn** has given prior notice to RSP in accordance with clause C14 of the [Head Terms](#); or
- (e) any other matter or thing specified in any Product Terms or Operations Manual.

**OVC** has the meaning given to the term "Operator Virtual Connection".

**Overage Amount** has the meaning given to that term in section 11.1(b)(v) of the [nbn<sup>TM</sup> Ethernet Price List](#).

**Overdue Amount** means the amount described in clause B4.1(d) of the [Head Terms](#).

**Overlap Period** has the meaning given in section 4.5.2.6 of the [WBA Operations Manual](#).

**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 [Head Terms](#).

**Passive NTD** means a passive or non-powered device:

- (a) provided by a Carrier to establish a demarcation point between the Carrier's network and retail service provider cabling and/or equipment; and
- (b) permanently marked at manufacture with the words 'Network Termination Device' or the letters 'NTD'.

**PBS** or **Peak Burst Size** has the meaning given to that term in section 2.2.2.4 of the [nbn<sup>TM</sup> Ethernet Product Technical Specification](#).

**PCD** means the premises connection device which is owned or controlled by, or operated by or on behalf of, **nbn** for the purposes of the Fibre Network, FTTN Network, FTTC Network, HFC Network or Enterprise Ethernet Network.

**PCP** means Priority Code Point.

**PCT Documentation** means the documentation required by a Pre-Certification Testing Program.

**PDF Processes** means the "PDF Processes" specified in an SAU.

**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 7:00am and 1:00am local time at the Premises.

**Pending** means, in respect of a Product, the Order Status of that name described in the relevant Operations Manual, as the context requires.

**Pending Approval** means the Order Status of that name described in the relevant Operations Manual, as the context requires.

**Pending Notification** means a notification provided by **nbn** to RSP that the Order Status of an order has been changed to Pending.

**Performance Engineered Business Product** means an RSP Product or Downstream Product that:

- (a) in the case of CoS-M, is designed to support near real-time or critical applications that can be bursty yet sensitive to latency, jitter and loss; and
- (b) in the case of CoS-H, is designed to support a mixture of traffic types, including bursty and non-bursty traffic, that demand low latency, jitter and loss.

**Performance Engineered Retail Product** means an RSP Product or Downstream Product that is designed to support applications that require deterministic performance and are likely to be sensitive to frame delay, frame delay variation and frame loss as characterised by:

- (c) in the case of AVC TC-2, the 'DSCP Assured Forwarding' per-hop behaviour, as described in RFC4594; and
- (d) in the case of AVC TC-1, the 'DSCP Expedited Forwarding' per-hop behaviour, as described in RFC4594.

**Performance Incident** means an incident that:

- (a) adversely affects the performance of a PI Product Element such that the performance satisfies a PI Threshold for that PI Product Element; or
- (b) is otherwise specified as a "Performance Incident" in the Test & Diagnostic Checklist,

except where the incident:

- (c) is the subject of a Trouble Ticket that is rejected, cancelled or resolved by **nbn** on the basis that the incident is caused or contributed to by a matter that is outside the **nbn**<sup>TM</sup> Network Boundaries or is otherwise excluded from the scope of **nbn**<sup>TM</sup> Ethernet;
- (d) is an Outage (other than an incident contributed to by an Emergency Outage performed in response to an existing Performance Incident where an End User has reported the incident to RSP and RSP has raised a Trouble Ticket in respect of that incident);
- (e) relates to the Line Rate or Information Rate (PIR or CIR) of an **nbn**<sup>TM</sup> Ethernet (FTTB) Ordered Product or an **nbn**<sup>TM</sup> Ethernet (FTTN) Ordered Product:
  - (i) that is operating with a Repair Profile;
  - (ii) that is not operating with a Registered Modem; or
  - (iii) in respect of which:
    - A. RSP has previously raised a Trouble Ticket; and
    - B. **nbn** has designated the relevant Ordered Product or Premises as requiring Interference Mitigation;
- (f) relates to the Line Rate, Access Line Rate or Information Rate (PIR or CIR) of an **nbn**<sup>TM</sup> Ethernet (FTTC) Ordered Product in respect of which:

- (i) RSP has previously raised a Trouble Ticket; and
  - (ii) **nbn** has designated the relevant Ordered Product or Premises as requiring Interference Mitigation;
- (g) relates to an **nbn**<sup>™</sup> Ethernet (FTTC) Ordered Product and arises as a result of:
- (i) faulty or defective RSP Professional Installation – FTTC or End User Installation – FTTC; or
  - (ii) faulty or defective installation of a Self-Install Kit – FTTC at a Service Class 32 Premises;
- (h) relates to an **nbn**<sup>™</sup> Ethernet (HFC) Ordered Product and arises as a result of faulty or defective RSP Professional Installation – HFC or End User Installation – HFC; or
- (i) relates to an **nbn**<sup>™</sup> Ethernet (Fibre) Ordered Product, **nbn**<sup>™</sup> Ethernet (FTTB) Ordered Product, **nbn**<sup>™</sup> Ethernet (FTTN) Ordered Product, **nbn**<sup>™</sup> Ethernet (FTTC) Ordered Product or **nbn**<sup>™</sup> Ethernet (HFC) Ordered Product in respect of which:
- (i) RSP has previously raised a Trouble Ticket; and
  - (ii) **nbn** has designated the relevant Ordered Product or Premises as requiring a Network Activity.

**Performance Incident Trouble Ticket** means a Trouble Ticket that has been classified by **nbn** as a “Performance Incident Trouble Ticket” in accordance with section 5.2.2 of the [WBA Operations Manual](#).

**Performance Incident Trouble Ticket Acceptance** means Trouble Ticket Acceptance in respect of a Performance Incident Trouble Ticket.

**Performance Objective** means a performance objective set out in any Service Levels Schedule.

**Performance Report** means reports on **nbn**'s performance provided under any Service Levels Schedule.

**Permitted Fair Use Policy Exemptions** means any document described as such by **nbn**, setting out a determination by **nbn** of use(s) of **nbn**<sup>™</sup> Infrastructure or Products which are not Unfair Use, that **nbn** issues from time to time.

**Permitted Purpose** means a purpose set out in section 10.1(b) of the [Service Description for the Facilities Access Service](#).

**Permitted Use** has the meaning given to that term in clause D5.3(a) of the [Head Terms](#).

**Persistently Congested** has the meaning given to that term in section 17(b) of the [nbn<sup>™</sup> Ethernet 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. References in this Agreement to Personnel of **nbn** do not include RSP, RSP's Related Bodies Corporate or their respective officers, employees, agents, contractors, subcontractors or consultants when performing the activities described in section 4.5.2 of the [WBA Operations Manual](#) as contractor of **nbn**.

**Physical Access Request** means a request for physical access to a Type 1 Facility or Type 2 Facility in accordance with the processes and procedures described in Module 3 of the [WBA Operations Manual](#).

**Physical Access Request Form** means the form made available to RSP from time to time by which RSP can make a Physical Access Request.

**Pillar Jumper Cable** means a Line that is used, or capable of being used, to supply a Carriage Service from the **nbn**<sup>TM</sup> Frame to the O Pair Frame.

**PI Product Element** means each "PI Product Element" set out in section 5.2.17.1 of the [WBA Operations Manual](#).

**PI Threshold** means each "PI Threshold" set out in section 5.2.17.1 of the [WBA Operations Manual](#).

**PIR** or **Peak Information Rate** means the maximum Information Rate that may be delivered by a service described in the [nbn](#)<sup>TM</sup> [Ethernet Product Technical Specification](#) or [nbn](#)<sup>TM</sup> [Smart Places Product Technical Specification](#) (as the context requires).

**PIR Objective** means, in respect of an Ordered Product, that the Line Rate at the **nbn**<sup>TM</sup> Downstream Network Boundary in respect of the relevant Premises is capable of achieving the provision of an AVC TC-4 bandwidth profile of at least:

- (a) in the case of the FTTB Network:
  - (i) 12 Mbps PIR (TC-4) downstream and 1 Mbps PIR (TC-4) upstream for that bandwidth profile; or
  - (ii) 25 Mbps PIR (TC-4) downstream and 5 Mbps PIR (TC-4) upstream for all other bandwidth profiles;
- (b) in the case of the FTTN Network:
  - (i) during the Co-existence Period, 12 Mbps PIR (TC-4) downstream and 1 Mbps PIR (TC-4) upstream; and
  - (ii) otherwise:
    - A. 12 Mbps PIR (TC-4) downstream and 1 Mbps PIR (TC-4) upstream for that bandwidth profile; or
    - B. 25 Mbps PIR (TC-4) downstream and 5 Mbps PIR (TC-4) upstream for all other bandwidth profiles; and
- (c) in the case of the FTTC Network:
  - (i) 12 Mbps PIR (TC-4) downstream and 1 Mbps PIR (TC-4) upstream for that bandwidth profile;
  - (ii) 25 Mbps PIR (TC-4) downstream and 5 Mbps PIR (TC-4) upstream for that bandwidth profile;
  - (iii) 25 Mbps PIR (TC-4) downstream and 10 Mbps PIR (TC-4) upstream for that bandwidth profile; or
  - (iv) 50 Mbps PIR (TC-4) downstream and 20 Mbps PIR (TC-4) upstream for all other bandwidth profiles.

**PIR Objective Rebate** means the rebate for an **nbn**<sup>TM</sup> Ethernet (FTTB), **nbn**<sup>TM</sup> Ethernet (FTTN) or **nbn**<sup>TM</sup> Ethernet (FTTC) AVC TC-4 Product Component that is not capable of achieving a specified Peak Information Rate, calculated in accordance with section 5.3 of the [nbn](#)<sup>TM</sup> [Ethernet Service Levels Schedule](#).

**Planned Access** means physical access to an Accessible Location permitted in accordance with section 10.1 of the [Service Description for the Facilities Access Service](#).

**Planned Access Request** means a request submitted by RSP to **nbn** for Planned Access.

**Planned Network Activity Date** means the date by which **nbn** plans to complete a Network Activity in respect of an Ordered Product as notified by **nbn** in accordance with section 5.2.8.3 of the [WBA Operations Manual](#).



**Planned Outage** means, in relation to a Product, an Outage notified by **nbn** to RSP under the "Planned Outage" section of the relevant Operations Manual, as the context requires, and includes an HFC Rollout Planned Outage, an FTTC Rollout Planned Outage, an NPIS Preventative Maintenance Outage, and an On-Demand Fibre Connection Outage.

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

**Planned Outage Window** means:

- (a) 11:00pm to 6:00am in the place where an Outage occurs or is to occur;
- (b) in respect of an HFC Rollout Planned Outage, 7:00am to 3:00pm in the place where an Outage occurs or is to occur;
- (c) in respect of an FTTC Rollout Planned Outage, 7:00am to 3:00pm in the place where an Outage is to occur; and
- (d) in respect of an Outage in connection with the **nbn**<sup>TM</sup> Platform Interfacing Service, 11:00pm to 6:00am AET.

**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 RSP;
- (e) the actions that RSP can take to minimise disruption to Downstream Service Providers and Contracted End Users;
- (f) details of the **nbn** representative whom RSP may contact to obtain further information about the relocation or closure;
- (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 RSP on a temporary or permanent basis, including essential details of those alternative Products such as the date of supply, cost and connection requirements.

**POI Rollout Plan** means the plan which lists the status of POIs.

**POI Site** means a location within a Type 1 Facility or a Type 2 Facility:

- (a) in respect of which a POI is established;
- (b) at which **nbn** supplies ODF Termination;
- (c) at or in respect of which **nbn** supplies Cross Connect; and
- (d) if that POI is established at a POI Site located within a Type 1 Facility, in respect of which **nbn** supplies the **nbn**<sup>TM</sup> Building Entry Service.

**Point of Interconnection** means a point of interconnection between the **nbn**<sup>TM</sup> Network and the RSP Network to exchange traffic, and includes Established POIs and Temporary POIs.

**Point of No Return** means the point at which:

- (a) an order for a Product or Product Component can no longer be amended or cancelled, as described in the relevant Operations Manual as the context requires; or
- (b) a Diagnostic Status Test or Network Test can no longer be cancelled, as described in the Test & Diagnostics Guide.

**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.

**Post-Installation Audit and Inspection** means an audit and inspection of the quality of the installation of lead-in or backhaul transmission cables as described in section 4.5.2.7 of the [WBA Operations Manual](#).

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

**Power Supply Unit** means a Power Supply (Standard) or Power Supply with Battery Backup, as the case may be.

**Power Supply (Standard)** 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.

**Power Supply with Battery Backup** means a power supply unit supplied by **nbn** which powers the NTD at a Premises using mains power, with battery backup functionality to power a UNI port on that NTD in the event of a mains power failure which affects that NTD.

**Pre-Certification Testing** means, in respect of a Product Testing Module, the pre-certification testing that is set out in that Product Testing Module.

**Pre-Certification Testing Program** means the details of Pre-Certification Testing required for a Product Testing Module.

**Pre-existing Carrier Side MDF** means a distributor at an MDU Site that terminates at a common point the lead-in cabling of a Carrier (other than **nbn** or its Related Bodies Corporate) for cross-connection by means of jumpers to the Customer Side MDF.

Note: In respect of the FTTN Network and FTTC Network, a Pre-existing Carrier Side MDF may become an **nbn**<sup>TM</sup> Side MDF on and from the date that the lead-in cabling which is terminated at that MDF becomes part of the **nbn**<sup>TM</sup> Copper Network.

**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, Skills and Employment;
- (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**<sup>TM</sup> 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.

**Premium Assurance Service** has the meaning given to that term in section 4 of the [nbn™ Enterprise Ethernet Product Description](#).

**Price Confirmation** means a communication provided by **nbn** in accordance with section 4.3.2 of the [nbn™ Enterprise Ethernet Operations Manual](#).

**Price List** means each document entitled "Price List" that forms part of a Product Module, excluding any Discounts, Credits and Rebates Annexure.

**Primary Damages** means the amount of damages specified in the CSG Standard which RSP or a Downstream Service Provider is liable to pay for a contravention of the CSG Standard in relation to an RSP Product or Downstream Product.

**Prior Published Discounts, Credits and Rebates List** means the "Discounts, Credits and Rebates List" document published by **nbn** on **nbn's** Website immediately before the Start Date in connection with a Prior WBA SFAA.

**Prior WBA** means the wholesale broadband agreement between **nbn** and RSP in force immediately prior to this Agreement which governs the supply by **nbn** to RSP of products or services substantially equivalent to the Products.

**Prior WBA Inflight Change** means:

- (a) if RSP was party to a Prior WBA, a change to the Prior WBA, or the Discounts, Credits and Rebates List provided by **nbn** under that Prior WBA (as relevant), that:
- (i) was notified to RSP on or before the "Expiry Date" of the Prior WBA (as amended by clause F11.1(a)(i) of the [Head Terms](#) of this Agreement); and
  - (ii) has an effective date on or after 26 October 2020; or
- (b) if RSP was not a party to a Prior WBA, a change to a Prior WBA SFAA, or Prior Published Discounts, Credits and Rebates List (as relevant), that:
- (i) was published by **nbn** on **nbn's** Website on or before the "Expiry Date" of the Prior WBA SFAA as specified in the Prior WBA SFAA immediately before the Start Date of this Agreement; and
  - (ii) has an effective date on or after 26 October 2020.

**Prior WBA SFAA** means the third version of the "Wholesale Broadband Agreement" standard form of access agreement as published by **nbn** on **nbn's** Website immediately before the Start Date.

**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.

**Priority Assistance Connection** means the connection and activation of Access Components on the basis that they will be used as an input to the supply of a Downstream Priority Assistance Service ordered by RSP as a 'Priority Assistance Connection'.

**Priority Assistance Fault** means an End User Fault affecting an Ordered Product which is being used to supply a Downstream Priority Assistance Service where RSP has informed **nbn** in accordance with the [WBA Operations Manual](#) that the End User Fault is affecting the Downstream Priority Assistance Service.

**Priority Assistance Fault Response** means a response sent by **nbn** to RSP for a Trouble Ticket

raised by RSP in respect of a Priority Assistance Fault.

**Priority Assistance Incident** means an End User Incident affecting an Ordered Product which is being used to supply a Downstream Priority Assistance Service where RSP has informed **nbn** in accordance with the [WBA Operations Manual](#) that the End User Incident is affecting the Downstream Priority Assistance Service.

**Priority Assistance Modification** means a modification to the Access Components supplied to RSP, as described in the [WBA Operations Manual](#), to support their use as an input to the supply of a Downstream Priority Assistance Service.

**Priority Assistance Transaction** means an order or Trouble Ticket submitted by RSP, which RSP identifies as relating to an Ordered Product which is being used to supply a Downstream Priority Assistance Service.

**Priority Upgrade Cell** means a Wireless Network cell with an Average Downlink Throughput of less than 6Mbps.

**Priority Upgrade Link** means a Transmission Backhaul Link with an Average Busy Hour Link Packet Loss of 0.25% or more.

**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.

**Proactive COAT** means a Change of Access Technology performed by **nbn**, not as part of a Network Activity or On-Demand Fibre Connection.

**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 document entitled "Product Description" or "Service Description" in a Product Module.

**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 Instance ID** means, in respect of a Product, the identifier of that name described in the relevant Operations Manual, as the context requires.

**Product Module** means a collection of documents related to a specific Product which:

- (a) form part of this Agreement, as listed in the [Agreement Execution Document](#); or
- (b) the parties agree will form part of this Agreement under clause F4.3 of the [Head Terms](#).

**Product Order Form** means an electronic order form (including all of the information included within that form) that is completed and submitted by RSP to **nbn** to order a Product under this Agreement.

**Product Technical Specification** means each document entitled "Product Technical Specification" or "Service Technical Specification" in a Product Module, but does not include the B2B Specifications.

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

**Product Testing Module** means, in respect of a Product, the testing module that applies to that Product that is notified by **nbn** to RSP.

**Professional Wiring Service** means the activities described in section 4.5.2.5 of the [WBA Operations Manual](#).

**Project Team** has the meaning given to that term in clause F13.7(a) of the [Head Terms](#).

**Proposed Footprint List** means the list of addresses published by **nbn** as part of its Ready for Service Rollout Plan for Premises which **nbn** expects will be ready for service within 6 months after the date of publication.

**Proposed Use Materials** has the meaning given to that term in clause D5.4(a)(i) of the [Head Terms](#).

**Protected Bundle Elements** has the meaning given to that term in clause F4.10(a) of the [Head Terms](#).

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

**Public HetNet** or **Public Heterogeneous Network** means a network of multiple technologies and cell types with a seamless mobile coverage created through the use of handoff and authentication protocols that enable roaming between the multiple technologies and cell types and consists of access points made available to members of the public as part of a public mobile telecommunications service.

**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.

**Pull Through Activities** means to:

- (a) use the Existing Infrastructure at a Premises to pull through the fibre optic cable and, where required, to install a temporary cable or reinstate or replace that Existing Infrastructure (or attempt to do so), or to install **nbn**™ Equipment and perform associated activities;
- (b) interrupt and/or discontinue the supply of any product or service at a Premises supplied using the Existing Infrastructure in connection with the activities in paragraph (a), to discontinue the supply of that product or service where it will no longer be required, and to discontinue that product or service if **nbn** is unable to reinstate the Existing Infrastructure; and
- (c) use and disclose the personal information of the Authorised Account Holder for the above purposes.

**Pull Through Consent** means, in respect of an Authorised Account Holder for an existing service supplied using Existing Infrastructure at a Service Class 1 Premises or a Service Class 21 Premises (as the case may be), consent for **nbn**, its Related Bodies Corporate and their respective Personnel to conduct Pull Through Activities.

**Quality-Controlled Modem** means a Modem that was supplied, or is proposed to be supplied, to an End User by or on behalf of:

- (a) RSP, on or after the Minimum Modem Quality Standards Date; or
- (b) any Downstream Service Provider, on or after the Downstream Minimum Modem Quality Standards Date.

**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.

**Quota** means each of the Transaction Quota and the Service Health Summary Quota, but does

not include the API Quota.

**RADIUS** means Remote Authentication Dial In User Service.

**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 Product, the date on which **nbn** has completed the order for an Ordered Product or Ordered Product Component (as applicable) and has issued RSP with a Completed Notification in accordance with the relevant Operations Manual, as the context requires, or, in relation to the **nbn**<sup>TM</sup> Building Entry Service, in accordance with section 4.5.2.7 of the [WBA Operations Manual](#).

**Rearrangement/Modification** means the rearrangement or modification of any **nbn**<sup>TM</sup> Equipment that is installed or located at a Premises where RSP has validly requested that **nbn** rearrange or modify that **nbn**<sup>TM</sup> Equipment in accordance with the [WBA Operations Manual](#).

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

**Rebate Day** has the meaning set out in section 23.4 of the [nbn<sup>TM</sup> Ethernet Service Levels Schedule](#) or section 11.4 of the [nbn<sup>TM</sup> Smart Places Service Levels Schedule](#) (as the context requires).

**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 [Head Terms](#).

**Referral Notice** has the meaning given to that term in clause G4.1(a) of the [Head Terms](#).

**Regional Centre** means an Urban Area other than a Metropolitan Area.

**Registered Modem** means a Modem that has been registered, and remains registered, in accordance with section 5.3.3 of the [WBA Operations Manual](#).

**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, rule, standard, benchmark, consent or finding by a Regulator, Commonwealth Government minister, Government Agency or a court of competent jurisdiction;
- (c) 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**;
- (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.

**Rejected** means, in respect of a Product, the Order Status, Trouble Ticket Status or Test Status described in the relevant Operations Manual, as the context requires.

**Rejected Notification** means a notification provided by **nbn** to RSP that the Order Status of an order, the Trouble Ticket Status of a Trouble Ticket, or the Test Status of a Network Test has been changed to Rejected, as the case may be.

**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 [Head Terms](#).

**Relevant Order Acknowledgement** means, for an **nbn**<sup>TM</sup> Enterprise Ethernet Ordered Product, the Order Acknowledgement for:

- (a) the latest Modify Order Acknowledged on or after the EE Term Simplification Date; or
- (b) if paragraph (a) does not apply, the Connect Order for that **nbn**<sup>TM</sup> Enterprise Ethernet Ordered Product.

**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 Satellite Network, an area which is also not an Isolated Area or Limited Access Area.

**Repair Profile** has the meaning given to that term in section 5.6.1 of the [WBA Operations Manual](#).

**Replace Battery Alarm** means an alarm generated by an NTD powered by the Power Supply with Battery Backup when a battery attached to the Power Supply with Battery Backup has reached 70% or less of the capacity of a new battery.

**Requested Start Date/Time** means, in respect of a Temporary POI Migration Order or Same POI Migration Order, the date and time at which RSP has requested that **nbn** commence processing the Temporary POI Migration Order or Same POI Migration Order (as applicable).

**Reserved** means the Appointment Status described in section 6.2.1 of the [WBA Operations Manual](#).

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

**Resolved** means, in respect of a Product, the Trouble Ticket Status of that name described in the relevant Operations Manual, as the context requires.

**Resolved Notification** means the notification provided by **nbn** to RSP that the Trouble Ticket Status has been changed to Resolved.

**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 RSP.

**Reverse Power Feed** means the power feed provided by the FTTC-NCD to power the **nbn**<sup>TM</sup> DPU via the **nbn**<sup>TM</sup> Copper Network, as described in the Network Interface Specification – Premises Network Devices.

**Revised Delivery Date** means a revised date by which **nbn** considers that Delivery is likely to occur, as notified by **nbn** to RSP in accordance with section 4.3.1 of the [nbn<sup>TM</sup> Enterprise Ethernet Operations Manual](#).

**RF Passive Equipment** means the equipment that is used to split and combine signals, attenuate and balance signal levels in the radio frequency (electrical) domain housed within a single rack to simulate the hybrid fibre coaxial plant between the Optical Node and End User Equipment.

**RF Signal Terminating Device** means a device (including the HFC-NTD and any cable pay television set-top-boxes or cable modems) that:

- (a) physically connects to an HFC Wall Outlet that is part of the HFC Network; and
- (b) uses the radio frequency signal from the HFC Network.

**RFC4594** means the 'Configuration Guidelines for DiffServ Service Classes' information memorandum published by the Internet Society as at August 2006.

**Rollout Plan** has the meaning given to that term in section 4.2.1.1 of the [WBA Operations Manual](#).

**Rollout Regions** has the meaning given to that term in section 4.2.1.1 of the [WBA Operations Manual](#).

**Route Aggregation** has the meaning given to that term in section 5 of the [nbn<sup>TM</sup> Enterprise Ethernet Product Description](#).

**Route Type** has the meaning given to that term in section 4.2 of the [nbn<sup>TM</sup> Enterprise Ethernet Product Technical Specification](#).



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

**RSP Active Equipment** means active equipment that is:

- (a) owned, controlled or operated by RSP;
- (b) used or to be used by RSP in relation to the transmission of traffic on **nbn**<sup>TM</sup> Ethernet or **nbn**<sup>TM</sup> Enterprise Ethernet (as applicable) that is supplied by **nbn** to RSP or any Other RSP (excluding hosting servers and content distribution network infrastructure); and
- (c) of a type approved by **nbn** pursuant to section 7.3 of the [Service Description for the Facilities Access Service](#),

and any other equipment as advised by **nbn** from time to time.

**RSP B2B Application** means an application hosted by RSP that adheres to the B2B Specifications in respect of B2B Access using an API.

**RSP Billing Account** has the meaning given to that term in section 2.2.1.2 of the [WBA Operations Manual](#) or section 2.2.1.2 of the [nbn<sup>TM</sup> Smart Places Operations Manual](#) (as the context requires).

**RSP Disconnection Obligation** means an obligation under this Agreement to:

- (a) disconnect and/or remove any RSP Equipment or other items owned or controlled by RSP from the **nbn**<sup>TM</sup> Infrastructure;
- (b) disconnect, remove and/or return to **nbn** any **nbn**<sup>TM</sup> Equipment supplied by **nbn** to RSP;
- (c) disconnect any connections made by or on behalf of RSP from the RSP Network to the **nbn**<sup>TM</sup> 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**<sup>TM</sup> Infrastructure in connection with RSP's supply of RSP Products.

**RSP Equipment** means any equipment that is:

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

but excludes all **nbn**<sup>TM</sup> Equipment and Common MDU Site Equipment.

**RSP Enquiry** means an Order Enquiry, Assurance Enquiry or a Billing Enquiry, as applicable per section 1.4.3 of the [WBA Operations Manual](#) or section 1.5.3 of the [nbn<sup>TM</sup> Smart Places Operations Manual](#) (as the context requires).

**RSP Event** means:

- (a) any act or omission of RSP, 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 RSP Network, RSP Platform or any RSP Equipment; or
  - (ii) the network, systems, equipment or facilities of any Downstream Service Providers or any End Users.

**RSP Favourable Change** means a change to any Discount, Credit, Rebate or Waiver to:

- (a) decrease any effective charge;

- (b) decrease the Overage Amount, any additional amount, or any other ancillary charge component;
- (c) increase any CVC Inclusion; or
- (d) make any other amendments which are favourable to RSP.

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

**RSP Group WBA** means each Other Wholesale Broadband Agreement between **nbn** and any RSP Group Member.

**RSP IPRs** means any Intellectual Property Rights owned by RSP or a Related Body Corporate of RSP.

**RSP Managed Installation - FTTC** means:

- (a) RSP Professional Installation – FTTC; and/or
- (b) End User Installation – FTTC (RSP Dispatched).

**RSP Material** means all material provided or otherwise made available by or on behalf of RSP to **nbn** in connection with this Agreement.

**RSP Network** means the networks, systems and facilities that are used, or are capable of being used, by RSP in relation to the carrying of communications by means of guided or unguided electromagnetic or optical energy in connection with the **nbn**<sup>™</sup> Network, the **nbn**<sup>™</sup> Platform, the National Test Facility or any Ordered Product, including RSP Equipment but excluding any Common MDU Site Equipment.

**RSP Platform** means the operational support systems and billing support systems used by RSP that are directly or indirectly connected to the **nbn**<sup>™</sup> Platform.

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

**RSP Professional Installation – FTTC** means the installation by RSP or Downstream Service Provider of the FTTC-NCD Connecting Equipment using a Self-Install Kit - FTTC, in accordance with the process set out in section 4.6.7.2 of the [WBA Operations Manual](#).

**RSP Professional Installation – HFC** means the installation by RSP or Downstream Service Provider of the HFC-NTD Connecting Equipment using a Self-Install Kit – HFC, in accordance with the process set out in section 4.6.6.5 of the [WBA Operations Manual](#).

**RSP Report Request Email** means, in respect of a Product, an email sent by RSP to request a Customer Impact Statement or a Customer Impact Statement Report in accordance with the relevant Operations Manual, as the context requires.

**RSP Support Centre** means, in respect of a Product, the team of that name as described in the relevant Operations Manual, as the context requires.

**RU** means rack unit.

**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.

**RX** means receive.

**S-NTD** or **Satellite NTD** means the NTD which is used to supply **nbn**<sup>™</sup> Ethernet (Satellite) as described in the Network Interface Specification - Premises Network Devices.

**S-TAG** has the meaning given to that term in the Network Interface Specification – AVC or the Network Interface Specification – OVC, as the context requires.

**S-VID** means S-TAG VLAN Identifier.

**SAC** or **Service Activation Centre** means the centre described in section 1.1.4 of the [WBA Operations Manual](#).

**SAM** or **Serving Area Module** means a geographical region within an FSA which includes Premises served by one or more of the Fibre Network, FTTB Network, FTTN Network, FTTC Network, HFC Network and Enterprise Ethernet Network.

**Same POI Migration Order** has the meaning given to that term in section 4.5.9 of the [WBA Operations Manual](#) or section 4.8.4 of the [nbn™ Enterprise Ethernet Operations Manual](#), as the context requires.

**Same POI Migration Planned Outage** means a Planned Outage in connection with a Same POI Migration Order.

**Sandpit** means the service described in the [Sandpit Service Description](#).

**Sandpit Order and Configuration Form** means the latest version of the form entitled "Sandpit Order and Configuration Form" provided by **nbn** to RSP from time to time.

**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**).

**Satellite Test Service** means the service described in section 8 of the [nbn™ Ethernet Product Description](#).

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

**SC/APC** means Subscriber Connector Angled Physical Contact.

**Scheduled** means the Order Status described in:

- (a) section 4.5.8.3 of the [WBA Operations Manual](#) for CVC and bulk AVC Temporary POI Migration Orders; and
- (b) section 4.5.9.3 of the [WBA Operations Manual](#) or section 4.8.4.3 of the [nbn™ Enterprise Ethernet Operations Manual](#), as the context requires, for Same POI Migration Orders.

**Self-Assurance (Smart Places)** means the replacement of a faulty SFP-NTD for **nbn™** Smart Places by an RSP or End User in accordance with the terms specified in the [nbn™ Smart Places Operations Manual](#) and any applicable Authorisation to Alter Document.

**Self-Install Kit - FTTC** means the **nbn™** Equipment described in section 6.5 of the Network Interface Specification - Premises Network Devices.

**Self-Installation Consent – FTTC** means a consent (either given directly to RSP or to a Downstream Service Provider) of the Contracted End User to the installation and making ready for service of the FTTC-NCD by means of an End User Installation – FTTC.

**Self-Install Kit - HFC** means the **nbn™** Equipment described in section 5.5 of the Network Interface Specification – Premises Network Devices.

**Self-Installation Consent – HFC** means a consent (either given directly to RSP or to a Downstream Service Provider) of the Contracted End User to the installation and making ready for service of HFC-

NTD Connecting Equipment by means of an End User Installation – HFC.

**Self-Installation (Smart Places)** means the installation and making ready for service of the Connecting Equipment for **nbn**<sup>TM</sup> Smart Places by an RSP in accordance with the terms specified in the [nbn<sup>TM</sup> Smart Places Operations Manual](#) and any applicable Authorisation to Alter Document.

**Self Replacement - FTTC** means the installation by an End User of the FTTC-NCD Connecting Equipment using a Self-Install Kit – FTTC to respond to a Service Fault, in accordance with the process set out in section 5.2.18 of the WBA Operations Manual

**Service Class** means:

- (a) in relation to a Premises or Smart Location, the classification of a Premises according to the status of the physical infrastructure applicable to that Premises or Smart Location; and
- (b) in relation to a Non-Addressable Object, the classification of a Non-Addressable Object according to the status of the physical infrastructure applicable to the Centralised Deployment location **nbn** has associated with the Non-Addressable Object.

**Service Class 0** means the Service Class that applies to a Premises, Smart Location or Non-Addressable Object that is:

- (a) in the footprint of the Fibre Network; and
- (b) not Serviceable for the purposes of **nbn**<sup>TM</sup> Ethernet (Fibre).

**Service Class 1** means the Service Class that applies to a Premises or Non-Addressable Object:

- (a) that is in the footprint of the Fibre Network;
- (b) that is Serviceable for the purposes of **nbn**<sup>TM</sup> Ethernet (Fibre); and
- (c) where a physical connection is not in place between the NAP and the PCD, including where:
  - (i) the Drop Fibre or PCD has not been installed; or
  - (ii) some augmentation or patching between the PCD and the NAP is required for the supply of **nbn**<sup>TM</sup> Ethernet (Fibre).

**Service Class 2** means the Service Class that applies to a Premises or Non-Addressable Object:

- (a) that is in the footprint of the Fibre Network;
- (b) that is Serviceable for the purposes of **nbn**<sup>TM</sup> Ethernet (Fibre);
- (c) where a physical connection is in place between the NAP and the PCD (including where the Drop Fibre and PCD are installed as part of the Fibre Network) and no augmentation or patching between the PCD and the NAP is required for the supply of **nbn**<sup>TM</sup> Ethernet (Fibre); and
- (d) where the NTD has not been installed.

**Service Class 3** means:

- (a) in respect of **nbn**<sup>TM</sup> Ethernet, the Service Class that applies to a Premises or Non-Addressable Object:
  - (i) that is in the footprint of the Fibre Network;
  - (ii) is Serviceable for the purposes of **nbn**<sup>TM</sup> Ethernet (Fibre);
  - (iii) where a physical connection is in place between the NAP and the PCD (including where the Drop Fibre and PCD are installed as part of the Fibre Network) and no augmentation or patching between the PCD and the NAP is required for the supply of **nbn**<sup>TM</sup> Ethernet (Fibre);
  - (iv) to which **nbn** can remotely provision the supply of **nbn**<sup>TM</sup> Ethernet (Fibre); and

- (v) the NTD has been installed, is receiving mains power and can be made operational as part of the Fibre Network or
- (b) in respect of **nbn**<sup>TM</sup> Smart Places, the Service Class that applies to a Smart Location:
  - (i) that is in the footprint of the Fibre Network; and
  - (ii) is Serviceable for the purposes of **nbn**<sup>TM</sup> Smart Places.

**Service Class 4** means the Service Class that applies to a Premises that is:

- (a) in the footprint of the Wireless Network; and
- (b) not Serviceable for the purposes of **nbn**<sup>TM</sup> Ethernet (Wireless).

**Service Class 5** means the Service Class that applies to a Premises:

- (a) that is in the footprint of the Wireless Network;
- (b) that is Serviceable for the purposes of **nbn**<sup>TM</sup> Ethernet (Wireless); and
- (c) where the NTD has not been installed.

**Service Class 6** means the Service Class that applies to a Premises:

- (a) that is in the footprint of the Wireless Network;
- (b) that is Serviceable for the purposes of **nbn**<sup>TM</sup> Ethernet (Wireless);
- (c) to which **nbn** can remotely provision the supply of **nbn**<sup>TM</sup> Ethernet (Wireless); and
- (d) where the NTD has been installed, is receiving mains power and can be made operational remotely as part of the Wireless Network.

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

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

- (a) that is in the footprint of the Satellite Network;
- (b) that is Serviceable for the purposes of **nbn**<sup>TM</sup> Ethernet (Satellite); 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 Satellite Network;
- (b) that is Serviceable for the purposes of **nbn**<sup>TM</sup> Ethernet (Satellite);
- (c) to which **nbn** can remotely provision the supply of **nbn**<sup>TM</sup> Ethernet (Satellite); 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 Satellite Network.

**Service Class 10** means the Service Class that applies to:

- (a) a Premises:
  - (i) that is in the footprint of the FTTB Network or FTTN Network; and
  - (ii) that is not Serviceable for the purposes of either **nbn**<sup>TM</sup> Ethernet (FTTB) or **nbn**<sup>TM</sup> Ethernet (FTTN); and
- (b) an **nbn**<sup>TM</sup> Copper Pair at a Service Class 10 Premises.

**Service Class 11** means the Service Class that applies to:

- (a) a Premises:

- (i) that is in the footprint of the FTTN Network;
  - (ii) that is Serviceable for the purposes of **nbn**<sup>TM</sup> Ethernet (FTTN);
  - (iii) in respect of which an **nbn**<sup>TM</sup> FTTN Node has been installed and is active but Jumpering is required; and
  - (iv) where:
    - A. an **nbn**<sup>TM</sup> Copper Pair is not available or **nbn** does not have sufficient information to determine whether an **nbn**<sup>TM</sup> Copper Pair is available; and/or
    - B. the Premises is not at an MDU Site, neither a Telecommunications Outlet or Passive NTD has been installed; and
- (b) an **nbn**<sup>TM</sup> Copper Pair at a Service Class 11 Premises.

**Service Class 12** means the Service Class that applies to:

- (a) a Premises:
  - (i) that is in the footprint of the FTTB Network or FTTN Network;
  - (ii) that is Serviceable for the purposes of **nbn**<sup>TM</sup> Ethernet (FTTB) or **nbn**<sup>TM</sup> Ethernet (FTTN);
  - (iii) where the Premises is in the footprint of the FTTB Network, in respect of which:
    - A. an **nbn**<sup>TM</sup> FTTB Node and **nbn**<sup>TM</sup> Side MDF have been installed, and the **nbn**<sup>TM</sup> FTTB Node has been pre-patched to the **nbn**<sup>TM</sup> Side MDF; and
    - B. no Jumper Cables have been installed; and
  - (iv) where the Premises is in the footprint of the FTTN Network:
    - A. in respect of which an **nbn**<sup>TM</sup> FTTN Node has been installed and is active but Jumpering is required;
    - B. where an **nbn**<sup>TM</sup> Copper Pair is available; and
    - C. where the Premises is not at an MDU Site, a Telecommunications Outlet or Passive NTD has been installed; and
- (b) in the case of the FTTB Network or the FTTN Network, an **nbn**<sup>TM</sup> Copper Pair at a Service Class 12 or Service Class 13 Premises in respect of which Jumpering is required.

**Service Class 13** means the Service Class that applies to:

- (a) a Premises:
  - (i) that is in the footprint of the FTTB Network or FTTN Network;
  - (ii) that is Serviceable for the purposes of **nbn**<sup>TM</sup> Ethernet (FTTB) or **nbn**<sup>TM</sup> Ethernet (FTTN);
  - (iii) where the Premises is in the footprint of the FTTB Network, in respect of which:
    - A. an **nbn**<sup>TM</sup> FTTB Node and **nbn**<sup>TM</sup> Side MDF have been installed, and the **nbn**<sup>TM</sup> FTTB Node has been pre-patched to the **nbn**<sup>TM</sup> Side MDF; and
    - B. in respect of which at least one Jumper Cable has been installed;
  - (iv) where the Premises is in the footprint of the FTTN Network:
    - A. in respect of which an **nbn**<sup>TM</sup> FTTN Node has been installed and is active and Jumpering has been completed;
    - B. where an **nbn**<sup>TM</sup> Copper Pair is available; and
    - C. where the Premises is not at an MDU Site, a Telecommunications Outlet or a Passive NTD has been installed; and

- (v) to which **nbn** can remotely provision the supply of **nbn**<sup>™</sup> Ethernet in respect of at least one **nbn**<sup>™</sup> Copper Pair (as the case may be); and
- (b) in the case of the FTTB Network or the FTTN Network, an **nbn**<sup>™</sup> Copper Pair used to serve a Service Class 13 Premises in respect of which all Jumpering has been completed.

**Service Class 20** means the Service Class that applies to a Premises that is in the footprint of the HFC Network and is not Serviceable for the purposes of **nbn**<sup>™</sup> Ethernet (HFC).

**Service Class 21** means the Service Class that applies to a Premises:

- (a) that is in the footprint of the HFC Network;
- (b) that is Serviceable for the purposes of **nbn**<sup>™</sup> Ethernet (HFC);
- (c) where an HFC Tap port is available for that Premises; and
- (d) where a physical connection is not in place between the HFC Tap and the PCD, including where:
  - (i) the HFC Lead-In Cable or PCD has not been installed; or
  - (ii) some augmentation or patching between the PCD and the HFC Tap is required for the supply of **nbn**<sup>™</sup> Ethernet (HFC).

**Service Class 22** means the Service Class that applies to a Premises:

- (a) that is in the footprint of the HFC Network;
- (b) that is Serviceable for the purposes of **nbn**<sup>™</sup> Ethernet (HFC);
- (c) where a physical connection is in place between the HFC Tap and the PCD (including where the HFC Lead-In Cable and PCD are installed as part of the HFC Network) and no augmentation or patching between the PCD and the HFC Tap is required for the supply of **nbn**<sup>™</sup> Ethernet (HFC); and
- (d) in respect of which no HFC Connecting Cable, HFC Wall Outlet or NTD has been installed.

**Service Class 23** means the Service Class that applies to a Premises:

- (a) that is in the footprint of the HFC Network;
- (b) that is Serviceable for the purposes of **nbn**<sup>™</sup> Ethernet (HFC);
- (c) where a physical connection is in place between the HFC Tap and the PCD (including where the HFC Lead-In Cable and PCD are installed as part of the HFC Network) and no augmentation or patching between the PCD and the HFC Tap is required for the supply of **nbn**<sup>™</sup> Ethernet (HFC);
- (d) in respect of which an HFC Connecting Cable has been installed to at least one HFC Wall Outlet which is able to be used for the supply of **nbn**<sup>™</sup> Ethernet (HFC) (including through installation of an HFC RF Splitter); and
- (e) where no NTD has been installed or an NTD has been installed but no UNI ports are available.

**Service Class 24** means the Service Class that applies to a Premises:

- (a) that is in the footprint of the HFC Network;
- (b) that is Serviceable for the purposes of **nbn**<sup>™</sup> Ethernet (HFC);
- (c) where a physical connection is in place between the HFC Tap and the PCD (including where the HFC Lead-In Cable and PCD are installed as part of the HFC Network) and no augmentation or patching between the PCD and the HFC Tap is required for the supply of **nbn**<sup>™</sup> Ethernet (HFC);
- (d) in respect of which an HFC Connecting Cable, HFC Wall Outlet, HFC Fly Lead, HFC RF Splitter (if relevant) and NTD have been installed and can be made operational as part of the HFC

- Network, and the NTD is receiving mains power; and
- (e) to which **nbn** can remotely provision the supply of **nbn**<sup>TM</sup> Ethernet (HFC).

**Service Class 30** means the Service Class that applies to:

- (a) a Premises:
- (i) that is in the footprint of the FTTC Network; and
  - (ii) that is not Serviceable for the purposes of **nbn**<sup>TM</sup> Ethernet (FTTC); and
- (b) an **nbn**<sup>TM</sup> Copper Pair at a Service Class 30 Premises.

**Service Class 31** means:

- (a) a Premises:
- (i) that is in the footprint of the FTTC Network;
  - (ii) that is Serviceable for the purposes of **nbn**<sup>TM</sup> Ethernet (FTTC); and
  - (iii) where either or both of the following applies:
    - A. an **nbn**<sup>TM</sup> Copper Pair is not available; or
    - B. **nbn** does not have sufficient information to determine whether an **nbn**<sup>TM</sup> Copper Pair is available; and
- (b) an **nbn**<sup>TM</sup> Copper Pair:
- (i) at a Service Class 31 Premises; or
  - (ii) that is a new **nbn**<sup>TM</sup> Copper Pair installed at a Service Class 32, Service Class 33 or Service Class 34 Premises.

**Service Class 32** means:

- (a) a Premises:
- (i) that is in the footprint of the FTTC Network;
  - (ii) that is Serviceable for the purposes of **nbn**<sup>TM</sup> Ethernet (FTTC);
  - (iii) in respect of which a Lead-In Cable has been installed;
  - (iv) where at least one **nbn**<sup>TM</sup> Copper Pair is available; and
  - (v) in respect of which no FTTC-NCD has been installed; and
- (b) an **nbn**<sup>TM</sup> Copper Pair at a:
- (i) Service Class 32 Premises; and
  - (ii) Service Class 33 Premises or Service Class 34 Premises which has not been cut into the **nbn**<sup>TM</sup> DPU.

**Service Class 33** means:

- (a) a Premises:
- (i) that is in the footprint of the FTTC Network;
  - (ii) that is Serviceable for the purposes of **nbn**<sup>TM</sup> Ethernet (FTTC);
  - (iii) in respect of which an **nbn**<sup>TM</sup> DPU has been installed;
  - (iv) in respect of which at least one **nbn**<sup>TM</sup> Copper Pair is available and has been cut into the **nbn**<sup>TM</sup> DPU;
  - (v) in respect of which a Lead-In Cable has been installed; and
  - (vi) in respect of which no FTTC-NCD has been installed; and



- (b) an **nbn**<sup>TM</sup> Copper Pair at a Service Class 33 or Service Class 34 Premises:
  - (i) that has been cut into the **nbn**<sup>TM</sup> DPU; and
  - (ii) in respect of which no FTTC-NCD has been installed.

**Service Class 34** means:

- (a) a Premises:
  - (i) that is in the footprint of the FTTC Network;
  - (ii) that is Serviceable for the purposes of **nbn**<sup>TM</sup> Ethernet (FTTC);
  - (iii) in respect of which an **nbn**<sup>TM</sup> DPU has been installed;
  - (iv) in respect of which at least one **nbn**<sup>TM</sup> Copper Pair is available and has been cut into the **nbn**<sup>TM</sup> DPU;
  - (v) a Lead-In Cable has been installed;
  - (vi) where the Premises is:
    - A. not at an MDU Site, a PCD, Copper Connecting Cable and Telecommunications Outlet or Passive NTD have been installed; and
    - B. at an MDU Site, Jumpering has been completed;
  - (vii) to which **nbn** can remotely provision the supply of **nbn**<sup>TM</sup> Ethernet (FTTC) in respect of at least one **nbn**<sup>TM</sup> Copper Pair; and
  - (viii) to which **nbn** has previously provisioned the supply of **nbn**<sup>TM</sup> Ethernet (FTTC) in respect of at least one **nbn**<sup>TM</sup> Copper Pair; and
- (b) an **nbn**<sup>TM</sup> Copper Pair at a Service Class 34 Premises:
  - (i) that has been cut into the **nbn**<sup>TM</sup> DPU;
  - (ii) in respect of which:
    - A. where the relevant Premises is not at an MDU Site, a PCD, Copper Connecting Cable and Telecommunications Outlet or Passive NTD have been installed; and
    - B. where the relevant Premises at an MDU Site, Jumpering has been completed;
  - (iii) to which **nbn** can remotely provision the supply of **nbn**<sup>TM</sup> Ethernet (FTTC); and
  - (iv) to which **nbn** has previously provisioned the supply of **nbn**<sup>TM</sup> Ethernet (FTTC).

**Service Description** means each document entitled "Service Description" in a Product Module.

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

**Service Fault** means:

- (a) a failure of an Ordered Product to perform substantially in accordance with the relevant Product Description or Product Technical Specification where the failure is contributed to by:
  - (i) a fault in or failure of an **nbn**<sup>TM</sup> Infrastructure; or
  - (ii) any other matter or thing for which **nbn** is responsible,except where the failure:
  - (iii) 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 RSP and RSP has raised a Trouble Ticket in respect of that failure);
  - (iv) relates to the Line Rate or Information Rate (PIR or CIR) of an **nbn**<sup>TM</sup> Ethernet (FTTB) Ordered Product or an **nbn**<sup>TM</sup> Ethernet (FTTN) Ordered Product;

- A. that is operating with a Repair Profile;
  - B. that is not operating with a Registered Modem; or
  - C. in respect of which:
    - 1. RSP has previously raised a Trouble Ticket; and
    - 2. **nbn** has designated the relevant Ordered Product or Premises as requiring Network Activity or Interference Mitigation;
- (v) relates to the Line Rate, Access Line Rate or Information Rate (PIR or CIR) of an **nbn**<sup>™</sup> Ethernet (FTTC) Ordered Product in respect of which:
- A. RSP has previously raised a Trouble Ticket; and
  - B. **nbn** has designated the relevant Ordered Product or Premises as requiring Network Activity or Interference Mitigation;
- (vi) relates to an **nbn**<sup>™</sup> Ethernet (FTTC) Ordered Product and arises as a result of:
- A. faulty or defective RSP Professional Installation – FTTC or End User Installation – FTTC; or
  - B. faulty or defective installation of a Self-Install Kit - FTTC at a Service Class 32 Premises;
- (vii) relates to an **nbn**<sup>™</sup> Ethernet (HFC) Ordered Product and arises as a result of faulty or defective RSP Professional Installation – HFC or End User Installation - HFC;
- (viii) constitutes a Performance Incident and **nbn** determines to resolve or respond to that failure as a Performance Incident; or
- (ix) relates to an **nbn**<sup>™</sup> Smart Places Ordered Product and arises as a result of:
- (A) faulty or defective Self-Installation (Smart Places); or
  - (B) faulty or defective Self-Assurance (Smart Places); or
- (b) a Central Splitter Fault.

**Service Fault Rebate** means the rebate for **nbn**'s failure to achieve the Service Level for an End User Fault affecting:

- (a) an **nbn**<sup>™</sup> Ethernet Ordered Product, payable under section 8.5 of the [nbn<sup>™</sup> Ethernet Service Levels Schedule](#); or
- (b) an **nbn**<sup>™</sup> Smart Places Ordered Product, payable under section 4.2 of the [nbn<sup>™</sup> Smart Places Service Levels Schedule](#).

**Service Fault Trouble Ticket** means a Trouble Ticket that has been classified by **nbn** as a "Service Fault Trouble Ticket" in accordance with section 5.2.2 of the [WBA Operations Manual](#) or section 5.2.2 of the [nbn<sup>™</sup> Smart Places Operations Manual](#) (as the context requires).

**Service Fault Trouble Ticket Acceptance** means Trouble Ticket Acceptance in respect of a Service Fault Trouble Ticket.

**Service Feasibility Assessment** means an assessment undertaken by **nbn** to determine whether or not a premises is or may be serviceable by the Enterprise Ethernet Network.

**Service Feasibility Assessment Information** means information in relation to, and as a result of, a Service Feasibility Assessment.

**Service Feature** has the meaning given to the term Product Feature.

**Service Health Summary Enquiry** means a specific test and diagnostic enquiry processed through the Service Health Summary Tool and undertaken in accordance with the requirements

applicable to the use of the Service Health Summary Tool.

**Service Health Summary Enquiry ID** means a unique identifier allocated by **nbn** to identify a Service Health Summary Enquiry submitted by RSP under this Agreement.

**Service Health Summary Information** means the information provided by **nbn** in response to a Service Health Summary Enquiry.

**Service Health Summary Quota** means the maximum number of Service Health Summary Enquiries that can be performed by RSP through both the **nbn**<sup>TM</sup> Service Portal and B2B Access as set out in the Test & Diagnostic Checklist.

**Service Health Summary Tool** means the test and diagnostic tool referred to in section 5.2.1.1 of the [WBA Operations Manual](#).

**Service ID** means the unique identifier assigned by **nbn** to identify a Service Element ordered by RSP.

**Service Level** means a service level set out in any Service Levels Schedule.

**Service Level Improvement Provision** means:

- (a) each of the following provisions in the [nbn<sup>TM</sup> Ethernet Service Levels Schedule](#):
- (i) sections 1.1 and 1.4 (which relate to the Service Levels for End User Connections and the Connection Rebate);
  - (ii) section 1.5 (which relates to the Failed Connection Rebate);
  - (iii) sections 2.1, 2.3 and 2.4 (which relate to the Service Levels for End User Connection Appointments and Professional Wiring Service Appointments and the Missed Connection Appointment Rebate);
  - (iv) sections 5.3 and 5.4 (which relate to the PIR Objective Rebate);
  - (v) sections 8.1, 8.2 and 8.5 (which relate to the Service Levels for End User Fault rectification and Priority Assistance Fault rectification and the Service Fault Rebate);
  - (vi) sections 11.1, 11.3 and 11.4 (which relate to the Service Levels for Actual Trouble Ticket Appointments and the Missed Trouble Ticket Appointment Rebate);
  - (vii) section 16 (which relates to the FTTB/N/C Connection Performance Rebate);
  - (viii) section 17 (which relates to the Wireless Speed Performance Rebate);
  - (ix) sections 23 and 24 (which relate to the calculation of Service Levels, Performance Objectives and Operational Hours) to the extent they apply in respect of the sections listed in paragraphs (i) to (viii) above; and
  - (x) section 25 (which relates to the Connection and Assurance Exclusions); and
- (b) each of the following provisions in the [WBA Operations Manual](#):
- (i) section 8.5.1.5 (relating to the automatic payment of Commercial Rebates); and
  - (ii) section 9.3 (relating to Operational Reports).

**Service Level Region** means, in relation to a Premises, the area within which the Premises is located, being one of an Urban Area, Major Rural Area, Minor Rural Area, Remote Area, Isolated Area or Limited Access Area.

**Service Levels Schedule** means each document entitled "Service Levels Schedule" that forms part of a Product Module.

**Service Modification** means a modification as described in section 4.8.2 of the [nbn<sup>TM</sup> Enterprise Ethernet Operations Manual](#).

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

**Service Qualification System** means a system or systems made available by **nbn** (whether automated or manually implemented) to enable RSP to determine whether a particular address is identified by **nbn** as Serviceable (at a given point in time) by the **nbn**<sup>TM</sup> Network.

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

**Service Request** means an enquiry or request by RSP which is not related to:

- (a) a Service Fault or Performance Incident in connection with **nbn**<sup>TM</sup> Ethernet or an order in connection with **nbn**<sup>TM</sup> Ethernet; or
- (b) a Service Fault in connection with **nbn**<sup>TM</sup> Smart Places or an order in connection with **nbn**<sup>TM</sup> Smart Places; or
- (c) an Enterprise Ethernet Fault or an order in connection with **nbn**<sup>TM</sup> Enterprise Ethernet

**Service Restoration Target**, in respect of each type of Material Service Failure, has the meaning given to that term in the Product Terms that define that type of Material Service Failure.

**Service Restoration Trouble Ticket** has the meaning given to that term in the "B2B Interaction Business Process Technical Specification".

**Service Technical Specification** means each document entitled "Service Technical Specification" in a Product Module.

**Service Terms** means each document entitled "Service Terms" in a Product Module.

**Service Transfer** has the meaning given in section 4.5.2.6 of the [WBA Operations Manual](#) or section 4.4.2.7 of the [nbn<sup>TM</sup> Smart Places Operations Manual](#) (as the context requires).

**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 the [WBA Operations Manual](#) or [nbn<sup>TM</sup> Smart Places Operations Manual](#) (as applicable).

**Service Type** means an indicator as to whether an existing telecommunications service supplied over an **nbn**<sup>TM</sup> Copper Pair by Telstra on a wholesale basis has an FNN or ULL ID, and may include a Special Service Flag.

**Serviceable** means, in respect of each Product, Product Component and Product Feature (as applicable):

- (a) a premises or location that **nbn** has determined is serviceable by the **nbn**<sup>TM</sup> Network; or
- (b) a Non-Addressable Object that is associated with a Centralised Deployment that **nbn** has determined is serviceable by the **nbn**<sup>TM</sup> Network.

**Services In Operation** means the number of RSP's Ordered Products that are active on the **nbn**<sup>TM</sup> Network.

**SFPDH** means a small form premises distribution hub which is owned or controlled by, or operated by or on behalf of, **nbn** for the purposes of the Enterprise Ethernet Network.

**SFP-NTD** means a small form factor pluggable transceiver Network Termination Device that is owned, operated or controlled by **nbn** (or any Related Body Corporate of **nbn**).

**Shared Network Resources** has the meaning given to that term in section 15.4(a) of the [nbn<sup>TM</sup> Ethernet Service Levels Schedule](#).

**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).

**Short-term Discount, Credit, Rebate or Waiver** means a Discount, Credit, Rebate or Waiver with an initial duration, at the time it is first made available, of 6 months or less.

**Single Chassis** has the meaning, in respect of a Product, given to that term in the relevant Product Technical Specification, as the context requires.

**Single Site Qualification** has the meaning given to that term in the "B2B Interaction Business Process Technical Specification".

**SIP** means Session Initiation Protocol.

**Site Attendance Logbooks** means logbooks provided upon entry to and exit from a Type 1 Facility or Type 2 Facility.

**Site Boundary** means, in respect of an Established POI, the boundary (as determined by **nbn**, including as agreed between **nbn** and an Underlying Facility Provider) which defines those areas of a building within which the relevant POI Site or Aggregation Node Site is located.

**Site Induction Courses** means, in connection with RSP's acquisition of the Facilities Access Service, current site induction and any other courses that may be notified (in writing or otherwise) by:

- (a) **nbn** to RSP, in the case of access to a Type 1 Facility; or
- (b) **nbn** or the Underlying Facility Provider to RSP, in the case of access to a Type 2 Facility.

**Site Qualification Enquiry** has the meaning given to that term in section 4.3.1 of the [WBA Operations Manual](#) or section 4.2 of the [nbn™ Smart Places Operations Manual](#) (as the context requires).

**Site Qualification Information** means information provided through the **nbn**™ Platform in connection with a Site Qualification Enquiry.

**Site Qualification System** means the Site Qualification Enquiry functionality of the **nbn**™ Platform Interfacing Service.

**Sky Muster™ Service** means:

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

**Smart Location** means a location that is Serviceable by means of **nbn**™ Smart Places, which:

- (a) subject to paragraph (b), is not captured by paragraphs (a), (b), (c), (d), or (h) of the definition of Premises; and
- (b) may be an outside location within the property boundary of a Premises,

and includes the area within the Smart Location Boundary for that Smart Location.

**Smart Location Boundary** means, in respect of a Smart Location, the physical boundary relevant to that Smart Location as otherwise determined by **nbn** having regard to the Smart Location Guidelines.

**Smart Location Guidelines** means a document entitled "Smart Location Guidelines" that **nbn** provides to RSP from time to time.

**Smart Places Co-ordinated Appointment** means an appointment identified as a co-ordinated

appointment in the **nbn**<sup>TM</sup> Service Portal or B2B Access made available in respect of a Smart Location and as described in 6.1.2 of the [nbn<sup>TM</sup> Smart Places Operations Manual](#).

**Smart Places Co-ordinated Appointment (Day)** means a co-ordinated appointment that occurs on a Business Day with an appointment time starting within an hour between 8:00am and 5:00pm.

**Smart Places Co-ordinated Appointment (After Hours)** means a co-ordinated appointment that occurs on Business Day with an appointment time starting within an hour between 9:00pm and 7:00am or occurs on a day other than a Business Day with an appointment time starting within an hour between 8.00am and 5.00pm or between 9:00pm and 7.00am.

**Smart Places Co-ordinated Appointment Rebate** means the rebate in respect of **nbn**'s failure to achieve the applicable Service Level for a Smart Places Co-ordinated Appointment calculated in accordance with section 2.4 of the [nbn<sup>TM</sup> Smart Places Service Levels Schedule](#).

**Software Failure** means a failure of any software which is used by **nbn** to supply Eligible Ordered Products.

**Solution Brief** means the document described in section 2.2.1.1 of the [WBA Operations Manual](#) or section 2.2.1.1 of the [nbn<sup>TM</sup> Smart Places Operations Manual](#) (as the context requires).

**Solution Workshop** has the meaning, in respect of a Product, given to that term in the relevant Operations Manual, as the context requires.

**Special Service** means any existing service used to support priority assistance, medical alert, alarm, a "Special Service" or "Special Service Input" as defined in the Telstra Migration Plan, or any similar service.

**Special Service Flag** means an indicator as to whether an existing telecommunications service supplied over an **nbn**<sup>TM</sup> Copper Pair by Telstra on a wholesale basis is a Telstra Special Service.

**Special Terms** means those sections of Product Terms or Service Terms identified as "Special Terms" in the relevant Product Terms or Service 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.

**SQ Enquiry Time** means, in respect of a Connect Order:

- (a) if RSP submitted one or more Site Qualification Enquiries before the Connect Order was submitted but on the same day as the Connect Order was submitted, the time at which the last such Site Qualification Enquiry was submitted; and
- (b) if paragraph (a) does not apply, the time at which the Connect Order was submitted.

**Standard Appointment** means an appointment that falls within the Service Levels for Standard Connections that is not an Accelerated Appointment.

**Stable Profile** means a VDSL2 line profile designed to optimise layer 1 stability through an increased noise margin and G.Inp retransmission buffer.

**Standard Appointment** means an appointment that falls within the Service Levels for Standard Connections that is not an Accelerated Appointment.

**Standard Connection** means the connection and activation of the Access Components in respect of a Premises which is not an Accelerated Connection or a Priority Assistance Connection.

**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, in respect of a Product, given to that term in the relevant Product Terms, as the context requires.

**Standard Offer** means the Standard Form of Access Agreement entitled "Wholesale Broadband Agreement" made available by **nbn** on **nbn**'s Website from time to time.

**Standard Profile** means the standard VDSL2 line profile.

**Standard Trouble Ticket Submission Process** has the meaning given to it in section 5.2.3.1 of the [WBA Operations Manual](#).

**Start Date** means 1 December 2020.

**Start Notification** means notice of commencement of a Planned Outage.

**State Aggregation POI** means a POI nominated by **nbn** for the purposes of Route Aggregation described in section 5.1 of the [nbn™ Enterprise Ethernet Product Description](#).

**Statement of Capability** means the document with that title, provided by **nbn** to RSP to complete as verification that RSP understands technical requirements related to the Satellite Network and has the ability to comply with the [nbn™ Ethernet Fair Use Policy](#).

**Statistical Area Level 1** means a geographical region as defined by the Australian Statistical Geography Standard 2016 published by the Australian Bureau of Statistics.

**Status** means, in relation to an order or Trouble Ticket for a Product, the status applied to that order or Trouble Ticket, as the context requires, pursuant to the relevant Operations Manual.

**Stop Sell Period** means, in respect of a Product, Product Component, Product Feature or access technology being withdrawn, the period between the end of the applicable Continued Ordering Period and the end of the applicable Withdrawal Period.

**Subsequent Access Technology** has the meaning given to that term in section 4.8 of the WBA Operations Manual.

**Subsequent Installation** means any Installation by **nbn** (or an Installer) which is not an Initial Standard Installation, an Initial Non Standard Installation, a Professional Wiring Service in connection with **nbn**™ Ethernet (FTTB) and **nbn**™ Ethernet (FTTN) or an Access Component Reactivation, and includes an FTTB/FTTN Subsequent Installation and FTTC Subsequent Installation but does not include any Installation at an Approved Non-Premises Location.

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

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

which adversely affects satellite transmissions.

**Sunset Period** has the meaning given to that term in section 6.2.8 of the [WBA Operations Manual](#).

**Supplementary Service Level Report** means the report described in section 9.3.1 of the [WBA Operations Manual](#).

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

**Supply Conditions** means the conditions of supply specified in clause A2.2(a) of the [Head Terms](#).

**Supply Terms** means, in respect of **nbn**<sup>TM</sup> Equipment, any terms of supply, installation or use issued under clause C7.2(a) of the [Head Terms](#), sections 11 or 12 of the [nbn](#)<sup>TM</sup> Ethernet Product Terms, or section 3 of the [nbn](#)<sup>TM</sup> Smart Places Product Terms or under the corresponding provisions of any Prior WBA.

**Supported Attribute** means a Major Attribute or a Minor Attribute.

**Suspend** means:

- (a) to restrict or cease the supply of an Ordered Product (or any part of an Ordered Product) to RSP; and
- (b) to withdraw RSP'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.

**Target Commitment Date** means the date and time that **nbn** specifies to RSP that it anticipates that **nbn** will have completed a Trouble Ticket investigation, as the case may be.

**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**<sup>TM</sup> Network or any facilities or land used, occupied or accessed in connection with the **nbn**<sup>TM</sup> 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**<sup>TM</sup> Network or any facilities or any land used, occupied, accessed in connection with the **nbn**<sup>TM</sup> 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 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**<sup>TM</sup> Network.

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

**TC-1** means either or both of AVC TC-1 or CVC TC-1 as the context requires.



**TC-2** means either or both of AVC TC-2 or CVC TC-2 as the context requires.

**TC-2 Ordered Product** means an **nbn**<sup>TM</sup> Ethernet Ordered Product that includes an AVC TC-2 Product Component.

**TC-4** means either or both of AVC TC-4 or CVC TC-4 as the context requires.

**TC-4 Bundled Components Discounts** means the Discounts made available to RSP for an AVC TC-4 and CVC TC-4 Product Component bundle (whether or not other Product Components or Product Features are also included in the bundle).

**TC-4 Bundles Discount** means the Discounts described in section 11 of the [nbn<sup>TM</sup> Ethernet Price List](#).

**TC-4 Bundles Discount Roadmap** has the meaning given to that term in clause F4.10(a) of the [Head Terms](#).

**TC-4 Ordered Product** means an **nbn**<sup>TM</sup> Ethernet Ordered Product that does not include an AVC TC-2 Product Component.

**TC-4 Target Network Activity Date** means, for a Network Activity in respect of an TC-4 Ordered Product:

- (a) where the Network Activity Designation Date is between the Start Date and 30 June 2021, 500 Business Days from the Network Activity Designation Date; and
- (b) where the Network Activity Designation Date is on or after 1 July 2021, 375 Business Days from the Network Activity Designation Date.

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

**Technical Bridge** means a peer to peer discussion between RSP and **nbn**'s technical support teams concerning technical matters relating to:

- (a) in relation to **nbn**<sup>TM</sup> Ethernet, a Service Restoration Trouble Ticket raised by RSP which has a New, Acknowledged, In Progress, In Progress – Pending or In Progress –Held status; or
- (b) in relation to **nbn**<sup>TM</sup> Enterprise Ethernet, a Trouble Ticket.

**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).

**Telecommunications Outlet** means the first point in a Premises at which RSP Equipment, Downstream Service Provider Equipment and End User Equipment can be terminated and connected to:

- (a) an Internal Copper Pair; or
- (b) an **nbn**<sup>TM</sup> Copper Pair or a copper or aluminium Line connected to the Passive NTD (as the case may be),

for the transmission of Carriage Services.

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

**Telstra Address Data** means Third Party Address Data provided by **nbn** to RSP 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.

**Telstra Special Service** means any existing service used to support a "Special Service" or "Special Service Input" as defined in the Telstra Migration Plan, or any similar service.

**Temporary Cable** has the meaning given to that term in the Telstra Migration Plan.

**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 Migration Order** has the meaning given to that term in section 4.5.8.2 of the [WBA Operations Manual](#).

**Temporary POI Decommissioning Notice** means the notice to be given by **nbn** to RSP 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 RSP may migrate Premises to the Established POI or Established POIs;
- (e) any other steps that **nbn** is taking to minimise disruption to RSP; and
- (f) details of the **nbn** representative whom RSP may contact to obtain further information about the replacement.

**Term** means the current term of this Agreement being the period specified in clause F2.1 of the [Head Terms](#) and any extension of that period in accordance with clause F2.1 or F2.2 of the [Head Terms](#).

**Test & Diagnostic Checklist** means the checklist made available by **nbn** from time to time to assist RSP to identify known issues, including to identify Service Faults and Performance Incidents prior to reporting them to **nbn**.

**Test & Diagnostics Guide** means the guide made available by **nbn** from time to time to assist RSP to submit and review Diagnostic Status Tests and Network Tests.

**Test & Diagnostic Transactions** means the transactions described as test & diagnostic transactions in section 1.1 of the [Service Description for the nbn™ Platform Interfacing Service](#).

**Test Accepted Notification** means a notification provided by **nbn** to RSP that the Test Status of a Network Test has been changed to Accepted.

**Test ID** means a unique identifier allocated by **nbn** to identify a Diagnostic Status Test or Network Test submitted by RSP under this Agreement.

**Test In Progress Notification** means a notification provided by **nbn** to RSP that the Test Status of a Network Test has been changed to In Progress.

**Test Status** means, in respect of a Product, the status of a Diagnostic Status Test or Network Test being one of the test status types specified in the relevant Operations Manual, as the context requires.

**Third Party Address Data** means address data provided by **nbn** to RSP from time to time, including address data provided in any Ready for Service Rollout Plan and through the **nbn™** Platform Interfacing Service, 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.

**TPEP** means transparent performance enhancing proxy.

**TPID** or **Tag Protocol Identifier** means a 2-byte field in the overall 4-byte VLAN tag header that enables Ethernet frames to be distinguished between untagged and tagged frames. For untagged frames, the TPID field is located in the Ethertype length field.

**Traffic Class** has the meaning given to that term in the [nbn™ Ethernet Product Technical Specification](#) or [nbn™ Smart Places Product Technical Specification](#) (as the context requires).

**Transaction Deactivation Threshold** means 95% of the Transaction Quota.

**Transaction Manager** means the functionality of the **nbn™** Platform Interfacing Service which monitors and, where permitted by the [Service Description for the nbn™ Platform Interfacing Service](#), deprioritises Monitored Transactions submitted by RSP to the **nbn™** Platform Interfacing Service through either B2B Access using ebXML or the **nbn™** Service Portal.

**Transaction Manager Report** means a report relating to the immediately prior Governance Period setting out the:

- (a) number of Test & Diagnostic Transactions performed by RSP through both the **nbn™** Service Portal and B2B Access using ebXML;
- (b) RSP's Transaction Quota; and
- (c) RSP's maximum number of Monitored Transactions per hour,

in the Governance Period.

**Transaction Quota** means the greater of the following number of Monitored Transactions that are Test & Diagnostic Transactions submitted through either B2B Access using ebXML or the **nbn™** Service Portal, measured together during each Transaction Window:

- (a) 250 transactions; and
- (b) the number of transactions equal to 5% of Services in Operation at 5:00pm AET on the last day of each calendar month,

(subject to any temporary amendments made by **nbn** in accordance with the [Service Description for the nbn™ Platform Interfacing Service](#)).

**Transaction Warning Threshold** means 80% of the Transaction Quota.

**Transaction Window** means each rolling hour.

**Transactional Escalation** means a request submitted by RSP through the **nbn™** Service Portal or B2B Access in respect to an Order Enquiry, to escalate **nbn's** response to the Order Enquiry where such a response remains outstanding after the period specified in 4.5.1.5 of the [WBA Operations Manual](#).

**Transfer Loss Notification** means a disconnection notification provided by **nbn** to:

- (a) RSP, in respect of a service transfer order placed by an Other Gaining RSP; or
- (b) Other Losing RSP, in respect of a Service Transfer Order placed by RSP,

in accordance with the [WBA Operations Manual](#).

**Transfer Reversal** has the meaning given to that term in section 4.5.2.6 of the [WBA Operations Manual](#) or section 4.4.2.7 of the [nbn™ Smart Places Operations Manual](#) (as the context requires).

**Transfer Validation** means, in respect of a Premises, a requirement for a Service Transfer placed in respect of that Premises to be validated by the Other Losing RSP and/or **nbn** in accordance with the Critical Services Industry Guideline, any other relevant Industry Code or industry guideline.

**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 RSP.

**Transition Advice Information** means, in respect of a Premises, any information that **nbn**, acting reasonably, considers to be necessary or desirable to disclose to effect the disconnection of any Voiceband Service for which Voiceband Continuity has not been ordered and/or any Non-Voiceband Service supplied to that Premises, including the following:

- (a) **nbn**<sup>TM</sup> Location ID;
- (b) street address of the Premises;
- (c) FNN or ULL ID (where available);
- (d) **nbn**<sup>TM</sup> Copper Pair ID;
- (e) RSP's identity as the gaining service provider (in the form of an EPID Code); and
- (f) date of activation of **nbn**<sup>TM</sup> Ethernet in respect of the relevant **nbn**<sup>TM</sup> Copper Pair.

**Transition-out Modify Order** means, in respect of a Product, Product Component, Product Feature or access technology being withdrawn, a Modify Order for an Ordered Product that is, at the time the Modify Order is submitted, already being supplied using that Product, Product Component, Product Feature or access technology (as applicable).

**Transition Order** means a Connect Order for **nbn**<sup>TM</sup> Ethernet (FTTB), **nbn**<sup>TM</sup> Ethernet (FTTN) or **nbn**<sup>TM</sup> Ethernet (FTTC) that involves transitioning an existing Voiceband Service or Non-Voiceband Service that does not use an Ordered Product as an input.

**Transition Reversal** means a disconnection of **nbn**<sup>TM</sup> Ethernet (FTTB) or **nbn**<sup>TM</sup> Ethernet (FTTN) or **nbn**<sup>TM</sup> Ethernet (FTTC) and reversal of any installation works undertaken as part of the original Transition Order, pursuant to a Service Request made in accordance with the [WBA Operations Manual](#).

**Transitioning Special Service Line** means a single **nbn**<sup>TM</sup> Copper Pair in respect of which all of the following conditions apply:

- (a) RSP has placed an order for **nbn**<sup>TM</sup> Ethernet in respect of that **nbn**<sup>TM</sup> Copper Pair;
- (b) when processing RSP's order for **nbn**<sup>TM</sup> Ethernet in respect of that **nbn**<sup>TM</sup> Copper Pair, **nbn** had identified that the **nbn**<sup>TM</sup> Ethernet Ordered Product would be supplied for the purpose of transitioning a Designated Special Service;
- (c) that **nbn**<sup>TM</sup> Copper Pair is the first **nbn**<sup>TM</sup> Copper Pair being used to supply an **nbn**<sup>TM</sup> Ethernet Ordered Product supplied for the purpose of transitioning that Designated Special Service; and
- (d) **nbn** has completed RSP's order, has started supplying an **nbn**<sup>TM</sup> Ethernet Ordered Product, and that **nbn**<sup>TM</sup> Ethernet Ordered Product has not been disconnected.

**Transmission Backhaul Link** means, in respect of a Wireless Network cell, any transmission backhaul link that forms part of the active link between that Wireless Network cell and a Point of Interconnection.

**TRIA** means transmit-receive integrated assembly.

**Trouble Ticket** means a notification and record of a fault (or other matter requiring attention) that is raised by RSP with **nbn** or raised by **nbn** and notified to RSP (as the context requires) using the **nbn**<sup>TM</sup> Service Portal, B2B Access or **nbn**<sup>TM</sup> Enterprise Ethernet Portal.

**Trouble Ticket Acceptance** means, in respect of a Trouble Ticket, the time at which **nbn** sends an

Accepted Notification in relation to the Trouble Ticket in accordance with the relevant Operations Manual.

**Trouble Ticket Acknowledgement** means the time at which **nbn** assigns an "Acknowledged" status to a Trouble Ticket in accordance with the relevant Operations Manual.

**Trouble Ticket Appointment** means an Appointment to resolve a Trouble Ticket or to perform a Network Activity in relation to a Trouble Ticket.

**Trouble Ticket Appointment Status** means the status of a Trouble Ticket Appointment as one of Reserved, Booked, In Progress, Complete, Incomplete or Cancelled as described in section 6.2.1 of the [WBA Operations Manual](#).

**Trouble Ticket Dispute Process** has the meaning given to it in section 5.2.3.1 of the [WBA Operations Manual](#).

**Trouble Ticket Escalation Notice** has the meaning, in respect of a Product, given to that term in the relevant Operations Manual, as the context requires.

**Trouble Ticket ID** has the meaning, in respect of a Product, given to that term in the relevant Operations Manual, as the context requires.

**Trouble Ticket Status** means, in respect of a Product, the status of a Trouble Ticket being one of the Trouble Ticket status types specified in the relevant Operations Manual, as the context requires.

**TX** means transmit.

**Type 1 Electronic Access Card** means an Electronic Access Card issued by **nbn** for access by an Authorised Person to a Type 1 Facility or to an electronic key safe at either a Type 1 Facility or a Type 2 Facility.

**Type 1 Facility** has the meaning given to that term in section 3.1(a) of the [Service Description for the Facilities Access Service](#).

**Type 2 Facility** has the meaning given to that term in section 3.2(a) of the [Service Description for the Facilities Access Service](#).

**ULL ID** means the unique 10 digit number allocated by Telstra to a ULLS.

**ULLS** means unconditioned local loop service.

**Underlying Facility Provider** means the entity that occupies, owns, operates or controls a Type 2 Facility.

**Unescorted Physical Access** means physical access to an Accessible Location where RSP Personnel are not escorted by Personnel of **nbn**.

**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 or an FTTC-NCD, as described in section 4 of the [nbn™ Ethernet Product Description](#).

**UNI-DSL** or **User Network Interface – DSL** means an xDSL port as described in section 4 of the [nbn™ Ethernet Product Description](#).

**UNI-E** or **User Network Interface – Ethernet** means a data port on a B-NTD, as described in section 2 of the [nbn™ Enterprise Ethernet Product Description](#).

**UNI-SFP** or **User Network Interface – SFP** means a data port on an SFP-NTD, as described in section 3 of the [nbn™ Smart Places Product Description](#).

**UNI-V or User Network Interface – Voice** means a voice port on an NTD, as described in section 4 of the [nbn™ Ethernet Product Description](#).

**UNI CBD Zone** means the UNI Zone specified by **nbn** as the “CBD Zone” from time to time.

**UNI Zone** has the meaning given to that term in section 2.2 of the [nbn™ Enterprise Ethernet Product Description](#).

**UNI Zone 1** means the UNI Zone specified by **nbn** as “Zone 1” from time to time.

**UNI Zone 2** means the UNI Zone specified by **nbn** as “Zone 2” from time to time.

**UNI Zone 3** means the UNI Zone specified by **nbn** as “Zone 3” from time to time.

**Unregistered Modem** means a Modem that is not a Registered Modem.

**Unregistered Quality-Controlled Modem** means a Quality-Controlled Modem that:

- (a) is not a Registered Modem; and
- (b) was not a Registered Modem at the time it was supplied to an End User by or on behalf of RSP or any Downstream Service Provider.

**Unsupported Attribute** means any attribute of the **nbn™** Network which is:

- (a) identified as an Unsupported Attribute in any Network Interface Specification; or
- (b) not identified as an attribute in any Network Interface Specification.

**Upgrade** means, subject to clause C13.6 of the [Head Terms](#), 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.

**Upgraded Attribute** means any attribute of the **nbn™** Network upgraded as described in an updated Network Interface Specification given under clause C13.1(a) of the [Head Terms](#).

**Upstream Backhaul** means, for any variant of the Fibre Sandpit, VDSL Sandpit, FTTC Sandpit, HFC Sandpit, **nbn™** Enterprise Ethernet Sandpit or **nbn™** Smart Places Sandpit where RSP’s broadband network gateway is not located in the **nbn**-hosted environment, the backhaul transmission shown as “Upstream Backhaul” in the diagram illustrating that Sandpit in the [Sandpit Service Description](#).

**Upstream Linked NNI** means an NNI in respect of which an NNI Link has been acquired.

**Upstream NNI Link** means an NNI Link acquired by an NNI Link RSP.

**Upstream NNI Link Parameters** means the ‘NNI-Link Parameters’ associated with an Upstream NNI Link acquired under an Other Wholesale Broadband Agreement.

**Upstream Service Provider** means a third party who provides services to **nbn** which are required for the provision of an Ordered Product to RSP, and which may include data centre operators.

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

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

**USO** means universal service obligation which has the meaning given to that term in section 9 of the TCPSS Act.

**Utilisation Management Performance Objective** has the meaning given to that term in section 15.4(b) of the [nbn™ Ethernet Service Levels Schedule](#) and section 9.2(b) of the [nbn™ Smart Places](#)

[Service Levels Schedule](#) (as the context requires).

**Utilisation Threshold** has the meaning given to that term in section 15.4(b)(i) of the [nbn™ Ethernet Service Levels Schedule](#) and section 9.2(b)(i) of the [nbn™ Smart Places Service Levels Schedule](#) (as the context requires).

**V-NNI** is a virtual interface at a POI where RSP traffic is handed over to the **nbn™** Network via an NNI Link.

**V-NNI RSP** means an Other RSP who has acquired a V-NNI under an Other Wholesale Broadband Agreement.

**VDSL Sandpit** means the elements of the Sandpit described in the [Sandpit Service Description](#) that enable RSP to conduct **nbn™** Ethernet Testing and Development Activities relevant to **nbn™** Ethernet (FTTB) and **nbn™** Ethernet (FTTN).

**Voiceband Continuity** means a physical connection that facilitates the supply of a Voiceband Service by a third party and comprises:

- (a) in the case of the FTTB Network, a Voiceband Continuity Cable, a Line between a Combiner and the **nbn™** Side MDF and a Jumper Cable; and
- (b) in the case of the FTTN Network, a Voiceband Continuity Cable, a Line between the Combiner and the **nbn™** Frame, a Pillar Jumper Cable and an **nbn™** Copper Pair.

**Voiceband Continuity Cable** means a Line that is used, or capable of being used, to supply a Carriage Service:

- (a) in the case of the FTTB Network, from the Pre-existing Carrier Side MDF to the Combiner (via the **nbn™** Side MDF); or
- (b) in the case of the FTTN Network, from the M Pair Frame to the Combiner (via the **nbn™** Frame).

**Voiceband Reinstatement** means the installation of Voiceband Continuity following the Completion of an AVC order, pursuant to a Service Request made in accordance with section 4.5.2.4 of the [WBA Operations Manual](#).

**Voiceband Service** means a Carriage Service (including a PSTN Service) that is supplied by means of the **nbn™** Copper Network or Other Copper Network and uses the voiceband spectrum (100Hz to 4kHz) and is not an Ordered Product.

**W-NTD** or **Wireless Network Termination Device** means the NTD which is used to supply **nbn™** Ethernet (Wireless) as described in the Network Interface Specification - Premises Network Devices.

**Waiver** means a waiver of a Charge or another amount payable (whether in part or in full) to **nbn** under this Agreement that is set out in a Price List or any Discounts, Credits and Rebates Annexure.

**WBA** has the meaning given to the term "Agreement".

**Wholesale Broadband Agreement** has the meaning given to the term "Agreement".

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

**Wireless Performance Report** means each report described in section 9.3.2 of the [WBA Operations Manual](#).

**Wireless Plus** means the **nbn™** Ethernet (Wireless) bandwidth profile described as such in section 3.2(a) of the [nbn™ Ethernet Product Description](#).

**Wireless Speed Performance Rebate** means the rebate for an AVC TC-4 Product Component of an

**nbn™** Ethernet (Wireless) Ordered Product calculated in accordance with section 17 of the [nbn™ Ethernet Service Levels Schedule](#).

**Withdrawal Period** has the meaning, in respect of a Product, Product Component, Product Feature or access technology being withdrawn, given to that term in the relevant Product Terms.

**WSA** or **Wireless Serving Area** means a geographical region within a CSA which includes Premises served by the Wireless Network.

**Year** means the 12 calendar month period commencing on the earliest execution date of this Agreement and any RSP Group WBA and each subsequent 12 month period (or part thereof where this Agreement terminates or expires) which commences on an anniversary of that earliest execution date.