

Service Terms

nbn[™] BSS ILA Portal Module

nbn[™] BSS Interim Launch Agreement



Service Terms

nbnTM BSS ILA Portal Module

nbnTM BSS Interim Launch Agreement

Version	Description	Effective Date
1.0	First issued version of nbn TM BSS Interim Launch Agreement	Execution Date

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Environment

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

Introduction

These **nbn**TM BSS Portal Service Terms include:

- provisions that describe the **nbn**TM BSS Portal and constitute a [Service Description](#);
- provisions which are specific to **nbn**'s supply of the **nbn**TM BSS Portal;
- explanatory notes as a guide to provisions within this document; and
- provisions which describe Customer obligations in relation to Unfair Use and the meaning of Unfair Use as it relates to the **nbn**TM BSS Portal, and constitute a [Fair Use Policy](#).

This document forms part of the **nbn**TM BSS Interim Launch Agreement.

Roadmap

A roadmap describing the structure of this document is provided below.

Part A: Service Description

This part describes the **nbn**TM BSS Portal.

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Part A: Service Description

Section 1 describes the Key Business Transactions that Customer may perform through the **nbn™** BSS Portal.

1. Key Business Transactions

- (a) The following transactions are Key Business Transactions in relation to the supply of the **nbn™** BSS Products for the purposes of this Agreement and will be progressively automated via the **nbn™** BSS Portal.

Key Business Transaction	Description
User Management	Manage User Permissions – Access privilege as an administrator enables to create, update, and disable users for all nbn™ BSS Portal personas.
End User Services	View End User Services - Provides visibility on all End User services.
	View Service Billing - Provides visibility on all End User service related billing details.
	Perform Self Diagnostic Test - Self-Installation Option to perform self-diagnostic tests on an End User service.
	View Inventory - Provides visibility on inventory used for a given order for all End User Customers.
	View Artefacts - Provides visibility on artefacts attached to a given order for all End User Customers.
	View Exclusions - Provides visibility of SLA exclusions for a given order for all End User Customers.
	View Order Billing - Provides visibility of all order related billing details.
Connect – Activation Orders	Create Activation Order - Provides the ability for Customers to create an Activation order.
	Cancel Activation Order - Provides the ability for Customers who are Self-Installation Option users, to cancel an Activation order.
Connect – Survey Orders	Create Survey Order - Provides the ability for Customers to create a survey order.
	Cancel Survey Order - Provides the ability for Customers to cancel a survey order.
Assurance - Service Assurance Order	Create Service Assurance Order - Provides the ability for Customers to create a service assurance order.
	Cancel Service Assurance Order - Provides the ability for Customers to cancel a service assurance order.
Disconnect - Termination Order	Create Termination Order - Provides the ability for Customers to create a termination order.
	Cancel Termination Order - Provides the ability for Customers to cancel a re-arrangement order.

Disconnect - De-install Order	Create De-install Order - Provides the ability for Customers to create a de-install order.
	Cancel De-install Order - Provides the ability for Customers to cancel a de-install order.
Network Services	View Network Services – Provides the Customers an ability to view various network services.
Connect NNI Order	Create NNI Order - Provides the ability for Customers to create an NNI order.
	Cancel NNI Order - Provides the ability for Customers to cancel an NNI order.
Connect Professional Service Order	Create Professional Service Order - Provides the ability for Customers to create a Professional Services order.
	Cancel Professional Service Order - Provides the ability for Customers to cancel a Professional Services order.
Connect Bandwidth Pool Order	Create Bandwidth Pool Order - Provides the ability for Customers to create an Access Bandwidth Pool order.
	Reserve Bandwidth Pool - Provides the ability for Customers to reserve an Access Bandwidth Pool order.
	Cancel Bandwidth Pool Order - Provides the ability for Customers to cancel an Access Bandwidth Pool order.
Disconnect Bandwidth Pool Order	Terminate Bandwidth Pool Order - Provides the ability for Customers to cancel a disconnect Access Bandwidth Pool order.
	Cancel Terminate Bandwidth Pool Order - Provides the ability for Customers to cancel a disconnect Access Bandwidth Pool order.
Disconnect NNI Order	Terminate NNI Order - Provides the ability for Customers to terminate an NNI order.
	Cancel Terminate NNI Order - Provides the ability for Customers to cancel an NNI termination order.
Field Management - Jobs	View Jobs - Provides visibility of all jobs related to a given Customer.
	Book Appointment - Provides the ability for Customers to book Appointments.
	View Contact Attempts - Provides visibility on all the attempts to contact a Customer in connection with all the jobs created for a Customer.
	View Job Notes - Provides visibility of all job notes for all jobs related to a given Customer.
	Create Job Notes - Provides the ability to create job notes for all jobs related to a given Customer.
	View Job History - Provides visibility of the job history related to a given Customer.
	View Inventory - Provides visibility of inventory for all jobs related to a given Customer.
	View Artefacts - Provides visibility of artefacts for all the

Manage Inventory	jobs related to a given Customer.
	Manage Artefacts - Provides Customer the ability to manage artefacts.
Variations	View Variations - Provides visibility of the variations related to a Customer.
	Variation Approval - Provides the ability for Customer to approve variations.
Product Catalogue	View Product Templates - Provides Customer the ability to view product templates.
Help Desk	View Tickets - Provides visibility on all help desk tickets raised by a Customer.
	Manage Ticket - Provides the ability to manage all help desk tickets related to a Customer.
Entity Profiles	View Entity Profile (Own) - Provides visibility of entity profile of that persona that has logged in.
	Manage Entity Profile (Own) - Provides the ability to manage the entity profile of the persona that has logged in.
Reports	View Operational Reports – Provides ability for Customers to view Performance Reports.

- (b) Despite section 1(a), the following transactions are not available to be performed through the **nbn**TM BSS Portal and must be accessed by Customer using the **nbn**TM Platform Interfacing Service:
- (i) notification of summary invoices;
 - (ii) notification of billing event or adjustment files;
 - (iii) retrieval of historical billing information; and
 - (iv) such other transactions as notified by **nbn** from time to time.
- (c) The **nbn**TM Platform Interfacing Service Module of the WBA Access Agreement is incorporated into these **nbn**TM BSS Portal Service Terms to the extent relevant to Customer's access to the **nbn**TM Platform Interfacing Service under section 1(b) with such amendments as are necessary to give effect to the intention of the parties under section 1(b).

*Section 2 describes the Service Elements within the **nbn**TM BSS Portal.*

2. **nbn**TM BSS Portal Service Element

- (a) The **nbn**TM BSS Portal is a web-based portal provided by **nbn** that enables Customer and **nbn** to connect to, and interface with, the **nbn**TM BSS Portal in order to perform Key Business Transactions in relation to **nbn**TM BSS Products.
- (b) The **nbn**TM BSS Portal does not include direct access to, or direct use of, **nbn**'s core systems or the functionality of **nbn**'s core systems.
- (c) Use of the **nbn**TM BSS Portal is subject to the **nbn**TM BSS Portal terms and conditions, which may be updated by **nbn** from time to time.

*Section 3 specifies Customer's conditions of use of the **nbn**TM BSS Portal.*

3. Operation of the **nbn**TM BSS Portal

3.1 Valid uses of **nbn**TM BSS Portal and data

- (a) Customer may only use the **nbn**TM BSS Portal for the purpose of performing Customer's Key Business Transactions and for purposes approved by **nbn** in writing.
- (b) Customer may only use Service Qualification Information, subject to and in accordance with additional conditions in Part B, for:
 - (i) determining whether a Product is available in respect of a Premises or location;
 - (ii) developing and planning the supply of Customer Products;
 - (iii) choosing whether to place an order for a Product;
 - (iv) marketing the supply of Customer Products; and
 - (v) any other purposes approved by **nbn** in writing.

Part B: Service Terms

Section 4 is a Service Term which should be read in conjunction with clause A2 of the [Interim Terms](#) and Part A of this document.

4. Product Supply

Customer must:

- (a) ensure that each Delegated Administrator and each Authorised User agrees to, and complies with the **nbn**TM BSS Portal terms and conditions;
- (b) provide to **nbn** all information reasonably required and requested by **nbn** to implement security protocols that are deployed in connection with the **nbn**TM BSS Portal;
- (c) on request by **nbn**, use reasonable endeavours to make available to **nbn**, Customer Personnel who are subject matter experts to support any root cause analysis and incident resolution that may be performed by **nbn** in connection with Customer's access to or use of the **nbn**TM BSS Portal; and
- (d) acquire and maintain, at its cost, Internet connectivity to facilitate Customer's access to the **nbn**TM BSS Portal.

*Section 5 is a Service Term which applies in connection with the **nbn**TM BSS Portal.*

5. Operational Management

5.1 General obligations relating to **nbn**TM BSS Portal-Related Software

- (a) Customer must, in accordance with **nbn**'s instructions, install and implement any **nbn**TM BSS Portal-Related Software (and any upgrades or updates released by **nbn** or its licensors) provided by **nbn** as part of the **nbn**TM BSS Portal and successfully complete all testing required by **nbn**.
- (b) Customer must not:
 - (i) access or interfere with **nbn**'s core systems or the functionality of **nbn**'s core systems (or attempt to do so);
 - (ii) change or otherwise interfere with the **nbn**TM BSS Portal (except in the ordinary course of using or configuring the **nbn**TM BSS Portal in accordance with these Service Terms (**nbn**TM BSS Portal));
 - (iii) copy, or attempt to copy, any part of the **nbn**TM BSS Portal or the **nbn**TM BSS Portal-Related Software (or any of the data accessible through the **nbn**TM BSS Portal), except for:
 - (A) copying:
 - (1) business-to-business messages generated or transmitted by, on or through the **nbn**TM BSS Portal as a result of the performance of Key Business Transactions;
 - (2) operational information made available by **nbn** to Customer through the **nbn**TM BSS Portal and relating specifically to the performance of Key Business Transactions;

- (3) any **nbn**TM BSS Portal-Related Software for testing purposes approved by **nbn** in writing; or
 - (4) any **nbn**TM BSS Portal-Related Software that may be inherent in the design of the normal operation of that software; or
 - (B) making a single copy of any **nbn**TM BSS Portal-Related Software for back-up purposes; or
 - (iv) reverse engineer, decompile or access the source code of the **nbn**TM BSS Portal or **nbn**'s core systems or the functionality of **nbn**'s core systems, or attempt to do so.
- (c) Customer must not, and must procure its Downstream Service Providers and Contracted End Users do not, perform any data mining, data scraping or similar activities on or through the use of the **nbn**TM BSS Portal.

*Section 6 is a Service Term which applies in connection with the **nbn**TM BSS Portal and should be read in conjunction with clause C15 of the WBA SFAA Head Terms, as that clause is incorporated by clause C1 of the [Interim Terms](#).*

6. **nbn**TM BSS Portal Preventative Maintenance Outages

- (a) **nbn** may implement a Planned Outage in respect of the **nbn**TM BSS Portal (an **nbn**TM **BSS Portal Preventative Maintenance Outage**) if **nbn** considers the Planned Outage is necessary.
- (b) Clause C15.1(c) of the WBA SFAA Head Terms, as that clause is incorporated by clause C1 of the [Interim Terms](#), does not apply in respect of **nbn**TM BSS Portal Preventative Maintenance Outages.

*Section 7 is a Service Term which sets out the procedure **nbn** will adopt when the **nbn**TM BSS Portal is not Operational.*

7. **nbn**TM BSS Portal Workarounds

7.1 Consequences of **nbn**TM BSS Portal not being Operational

- (a) If **nbn** determines at any time that any part of the **nbn**TM BSS Portal is not Operational, **nbn**:
 - (i) will:
 - (A) notify Customer as soon as practicable;
 - (B) where reasonably practicable to do so, consult with, and consider any feedback given by, Customer in relation to any workarounds that **nbn** proposes to implement during the period that an affected part of the **nbn**TM BSS Portal is not Operational; and
 - (C) use reasonable endeavours to:
 - (1) ensure that any proposed workarounds are consistent with the processes set out in this Agreement; and
 - (2) minimise any adverse impact of the proposed workaround on Customer;

- (D) notify Customer of any workarounds (**nbn™ BSS Portal Workarounds**) that **nbn** will implement during the period that an affected part of the **nbn™** BSS Portal is not Operational; and
 - (ii) may suspend Customer's use of all or part of the **nbn™** BSS Portal.
- (b) Customer must comply with **nbn™** BSS Portal Workarounds.

7.2 Reinstatement of **nbn™** BSS Portal

- (a) **nbn** will make a determination that the **nbn™** BSS Portal is Operational as soon as **nbn** considers that it is Operational. As soon as is reasonably practicable after making that determination, **nbn** will:
- (i) notify Customer; and
 - (ii) reinstate Customer's use of the **nbn™** BSS Portal.
- (b) Any relevant **nbn™** BSS Portal Workarounds will immediately cease to have effect on and from the time specified in the notice given by **nbn** that the **nbn™** BSS Portal is Operational, except that **nbn** may continue to process in-progress orders in accordance with the **nbn™** BSS Portal Workarounds.

Section 8 is a Service Term which should be read in conjunction with clause D1 of the WBA SFAA Head Terms, as that clause is incorporated by clause D1 of the [Interim Terms](#).

8. Information & Rights Management

8.1 Authorised Use and Security

- (a) Customer must keep secure and confidential, and protect from unauthorised use, any usernames, passwords and digital certificates provided to or used by Customer in connection with the **nbn™** BSS Portal (all of which are the Confidential Information of **nbn**).
- (b) Customer is responsible for any and all use of the **nbn™** BSS Portal by its Authorised Users or other third parties acting on behalf of Customer.

8.2 Service Qualification Information

- (a) **nbn** is not obliged to progress any Service Qualification if:
- (i) Customer has not provided sufficient information as indicated by the **nbn™** BSS Portal;
 - (ii) **nbn** has reasonable grounds to believe that relevant authorisations have not been obtained;
 - (iii) Customer has previously requested a Service Qualification for that Premises and that Service Qualification is still valid; or
 - (iv) Customer has previously requested a Service Qualification for that Premises on multiple occasions.
- (b) Customer must not disclose Service Qualification Information to any third party, except where the third party is:
- (i) a current or prospective Contracted End User in respect of whom the Service Qualification Information applies;

- (ii) a Downstream Service Provider or Specified Utility engaging in a related Specified Activity; or
- (iii) Customer Personnel,

and such disclosure is made in accordance with clause D1 of the WBA SFAA Head Terms, as that clause is incorporated by clause D1 of the [Interim Terms](#).

- (c) Clauses D1.2(b) and D1.2(d) of the WBA SFAA Head Terms, as those clauses are incorporated by clause D1 of the [Interim Terms](#), do not apply in respect of Service Qualification Information to the extent there is any inconsistency between those clauses and this section 8.2.

8.3 Third Party Address Data supplied by PSMA

- (a) Service Qualification Information may contain Third Party Address Data supplied by PSMA.
- (b) Third Party Address Data supplied by PSMA is the Confidential Information of **nbn**, and is licensed to **nbn** by PSMA.
- (c) **nbn** grants Customer a non-exclusive, royalty-free, non-transferable licence for the Term to use, modify and reproduce Third Party Address Data supplied by PSMA internally within Customer's business, solely to the extent required for Customer (directly or through its Personnel) to supply, market and promote Customer Products.
- (d) Customer must prominently display an acknowledgement of PSMA's ownership of Third Party Address Data supplied by PSMA on any copy or reproduction of it.
- (e) Customer must not:
 - (i) disclose Third Party Address Data supplied by PSMA to any third party except in accordance with clauses D1.2(d)(i) or D1.2(d)(vii) of the WBA SFAA Head Terms, as those clauses are incorporated by clause D1 of the [Interim Terms](#); or
 - (ii) make any changes to any spatial co-ordinates contained in the Third Party Address Data supplied by PSMA.
- (f) **nbn** may, if it becomes aware of or suspects that Customer's conduct, or that of its Personnel, with respect to Third Party Address Data supplied by PSMA is in breach of this Agreement or would cause **nbn** to be in breach of the terms on which it licenses Third Party Address Data, take any reasonable remedial action to prevent such breaches, including suspending access to or use of Third Party Address Data supplied by PSMA.
- (g) Sections 8.3(d) to 8.3(f) above will have no force or effect unless **nbn** notifies Customer in writing, in which case sections 8.3(d) to 8.3(f) will take effect on and from the date specified in the notice by **nbn**.
- (h) Clauses D1.2(b) to D1.2(d) (other than clauses D1.2(d)(i) and D1.2(d)(vii)) of the WBA SFAA Head Terms, as those clauses are incorporated by clause D1 of the [Interim Terms](#), do not apply in respect of Third Party Address Data supplied by PSMA.
- (i) This section 8.3 applies only in respect of Third Party Address Data supplied by PSMA which is contained in Service Qualification Information.

8.4 Telstra Address Data

- (a) Service Qualification Information may contain Telstra Address Data.
- (b) Telstra Address Data is the Confidential Information of **nbn**, and is provided to **nbn** by Telstra.

- (c) **nbn** grants Customer a non-exclusive, royalty-free, non-transferable licence for the Term to use, modify and reproduce Telstra Address Data internally within Customer's business, solely to the extent required for Customer (directly or through its Personnel) to supply, market and promote Customer Products.
- (d) In addition to the obligations and limitations in clause D1 of the WBA SFAA Head Terms, as that clause is incorporated by clause D1 of the [Interim Terms](#), Customer must not do any of the following things with respect to Telstra Address Data:
- (i) use or disclose Telstra Address Data to carry on or be involved in any digital mapping business in Australia or publish or make available any addressing index or similar product in Australia;
 - (ii) disclose Telstra Address Data to any entity or person who carries on or is involved in any digital mapping business in Australia or who collates or makes available any addressing index or similar product in Australia, for the purpose of or for inclusion in any digital mapping product, addressing index or similar product; or
 - (iii) use or disclose Telstra Address Data in breach of the security requirements of a Government Agency engaged in national security or critical infrastructure protection or in breach of requirements otherwise imposed on **nbn** or Telstra by law, in each case, as notified by **nbn** to Customer.
- (e) **nbn** may, if it becomes aware of or reasonably suspects that Customer's conduct (or that of its Personnel), with respect to Telstra Address Data:
- (i) is in breach of this Agreement; or
 - (ii) would cause **nbn** to be in breach of the terms on which it licenses Telstra Address Data,
- take any reasonable remedial action to prevent such breaches, including suspending access to or use of Telstra Address Data, provided that at, or as soon as feasible after, the time **nbn** takes any such remedial action, **nbn** provides Customer with written notice setting out:
- (iii) subject to any applicable confidentiality requirements, **nbn**'s reasons for exercising its rights under this section 8.4(e); and
 - (iv) the actions (if any) Customer could take to remedy, prevent or mitigate the relevant circumstances giving rise to the imposition of such remedial action.
- (f) When any conduct by Customer or any of its Personnel of the nature described in section 8.4(e) has been addressed to **nbn**'s reasonable satisfaction, **nbn** will, as soon as reasonably practicable, take all steps that are reasonably practicable to:
- (i) subject to section 8.4(f)(ii), reinstate Customer's right to access, use and disclose the Telstra Address Data; and
 - (ii) where necessary, seek reinstatement of **nbn**'s right to access, use and disclose the Telstra Address Data and/or **nbn**'s contractual rights to pass on those rights of access, use and disclosure to Customer.
- (g) **nbn** will consult with Customer before taking any remedial action under section 8.4(e), where it is reasonably practicable for **nbn** to do so.
- (h) Clauses D1.2(b) to D1.2(d) of the WBA SFAA Head Terms, as those clauses are incorporated by clause D1 of the [Interim Terms](#), do not apply in respect of Telstra Address Data to the extent there is any inconsistency between those clauses and this section 8.4.

8.5 Non-Addressable Objects

nbn does not make any representation or warranty about the completeness or accuracy of the details of Non-Addressable Objects made available to Customer.

9. General Terms

- (a) This document does not contain any Financial Management terms that are specific to the **nbn**[™] BSS Portal and additional to Module B of the [Interim Terms](#).
- (b) This document does not contain any Risk Management terms that are specific to the **nbn**[™] BSS Portal and additional to Module E of the [Interim Terms](#).
- (c) This document does not contain any Agreement Management terms that are specific to the **nbn**[™] BSS Portal and additional to Module F of the [Interim Terms](#).
- (d) This document does not contain any Dispute Management terms that are specific to the **nbn**[™] BSS Portal and additional to Module G of the [Interim Terms](#).
- (e) This document does not contain any Service Management terms that are specific to the **nbn**[™] BSS Portal.

Part C: Fair Use Policy

Section 10 sets out the meaning of Unfair Use and Customer obligations in relation to the **nbn**TM BSS Portal.

10. Fair use of networks, systems, equipment or facilities

10.1 Purpose and objectives

- (a) This **nbn**TM BSS Portal Fair Use Policy section supports the objective of providing a consistent supply of relevant products to all **nbn** customers and ultimately to End Users, recognising that the **nbn**TM BSS Portal is a shared resource and the activities of one person can detrimentally affect the use of the **nbn**TM BSS Portal and the **nbn**TM Infrastructure by another person.
- (b) This **nbn**TM BSS Portal Fair Use Policy section:
 - (i) applies to Customer's use of the **nbn**TM BSS Portal; and
 - (ii) is intended to avoid adverse impacts on the quality or reliability of the **nbn**TM BSS Portal and the **nbn**TM Infrastructure by ensuring that Customer does not use, or permit others to use, the **nbn**TM BSS Portal in an excessive or unreasonable manner.

10.2 Customer obligations

Customer must not, and must ensure its Personnel do not, engage in Unfair Use.

10.3 Unfair Use

In this Fair Use Policy, **Unfair Use** means use of the **nbn**TM BSS Portal in a way that creates a risk to:

- (a) the integrity of the **nbn**TM BSS Portal and the **nbn**TM Infrastructure;
- (b) the integrity of the network, systems, equipment or facilities of Customer or any Other Customer used in connection with the **nbn**TM Network or at the **nbn**TM Melbourne Test Facility;
- (c) the quality of any product or service supplied by **nbn** to Customer or any Other Customer; or
- (d) the health or safety of any person.

Examples of conduct that may constitute Unfair Use include:

1. use of the **nbn**TM BSS Portal in a way that causes or may cause interference, disruption, congestion or, more generally, sub-optimal network performance;
2. undertaking (or attempting to undertake) any of the following activities without authorisation:
 - (a) disabling, disrupting or interfering with the regular working of any service or network, including via means of overloading it, denial of service attacks, flooding a network, stress testing or volume testing;
 - (b) probing, scanning or testing the vulnerability of a system or network; or
 - (c) breaching the security or authentication measures for a service or network;

3. the submission of an excessive number of requests for Service Qualification which may impact **nbn**'s ability to process these enquiries in a reasonable timeframe for Customer or any Other Customer; or
4. the submission of an excessive number of requests for Service Qualification which **nbn** reasonably believes the Customer does not intend to convert to Orders.