Discounts, Credits and Rebates List

This document does not form part of any Wholesale Broadband Agreement or any Standard Form of Access Agreement for the purposes of Part XIC of the Competition and Consumer Act 2010.
## Discounts, Credits and Rebates List

<table>
<thead>
<tr>
<th>Version</th>
<th>Description</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.0</td>
<td>First issued version of the Discounts, Credits and Rebates List</td>
<td>17 November 2017</td>
</tr>
<tr>
<td>3.1</td>
<td>Special Services Migration – Subsequent Installation Credit, CVC Boost Credit and Focus on 50 Credit added</td>
<td>14 December 2017</td>
</tr>
<tr>
<td>3.2</td>
<td>Half Rack Discount added</td>
<td>1 March 2018</td>
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<td>3.3</td>
<td>FTTC waivers added</td>
<td>28 March 2018</td>
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<td>3.4</td>
<td>Updates regarding extension of CVC Boost Credit and Focus on 50 Credit; High Bandwidth Bundles Discount added</td>
<td>1 May 2018</td>
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<td>3.5</td>
<td>Fixed Wireless Bundles Discount added</td>
<td>20 August 2018</td>
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<td>3.6</td>
<td>Entry Level Bundles Discount added</td>
<td>2 October 2018</td>
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<td>3.7</td>
<td>Professional Splitter Modify Order Waiver added</td>
<td>17 October 2018</td>
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<td>After Hours Installation waiver</td>
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<td>3.10</td>
<td>Forward and Fast Anytime 100 Rebates added</td>
<td>21 January 2019</td>
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Introduction

This document sets out the Discounts, Credits and Rebates available to Customer in connection with Products offered under the Wholesale Broadband Agreement. It is issued and updated from time to time in accordance with the Wholesale Broadband Agreement between nbn and Customer and, in the case of existing Discounts, Credits and Rebates, in accordance with any conditions applicable to them. Unless otherwise specified, capitalised terms used in this document have the meanings given to those terms in the Wholesale Broadband Agreement.

All amounts within this document are shown exclusive of GST.

Roadmap

A roadmap describing the structure of this Discounts, Credits and Rebates List follows for the assistance of Customer.

Part A: Discounts, Credits and Rebates Processes

Part A sets out the process which nbn must follow to update the Discounts, Credits and Rebates offered, and the processes which Customer must follow to obtain any available Discount, Credit and Rebate listed in Part B.

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Part B: List of current Discounts, Credits and Rebates

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Part A: Discounts, Credits and Rebates Processes

Part C: Details and conditions

Part C sets out further details and conditions that apply to each currently available Discount, Credit and Rebate listed in the table in Part B.

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<td>20 High Bandwidth Bundles Discount</td>
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<td>21 Fixed Wireless Bundles Discount</td>
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<td>22 Entry Level Bundles Discount</td>
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<td>No.</td>
<td>Description</td>
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<td>23</td>
<td>Professional Splitter Modify Order Waiver details and conditions</td>
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<td>26</td>
<td>Fast Anytime 100 Rebate</td>
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Part A: Discounts, Credits and Rebates Processes

1. Changes to Discounts, Credits and Rebates

nbn may change this Discounts, Credits and Rebates List:

(a) to introduce a Discount, Credit or Rebate, by notice to Customer; or

(b) to withdraw a Discount, Credit or Rebate, by giving at least 3 months’ prior notice to Customer, subject to any terms and conditions which apply to that Discount, Credit or Rebate as set out in Part C (including as to any alternative notice period for withdrawal of the Discount, Credit or Rebate detailed in Part B).

2. Discount, Credit and Rebate Claims

(a) If nbn requires Customer to submit a claim to obtain a Discount, Credit or Rebate (other than for CSG Compensation), Customer must submit that claim:

(i) within such period as may be specified in Part C; and

(ii) if no period is specified in Part C, within 6 months from the last day of the month in which the entitlement to claim the Discount, Credit or Rebate arises.

(b) If Customer fails to comply with section 2(a) in respect of a Discount, Credit or Rebate, nbn is not required to provide that Discount, Credit or Rebate to Customer.
Part B: List of current Discounts, Credits and Rebates

3. Current Discounts, Credits and Rebates

The following Discounts, Credits and Rebates are currently available to Customer subject to the corresponding conditions set out in Part C: Details and conditions.

<table>
<thead>
<tr>
<th>#</th>
<th>Name</th>
<th>Description</th>
<th>Duration*</th>
<th>Minimum notice period prior to withdrawal</th>
<th>Details and conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>50 Kbps CVC Credit</strong></td>
<td>A Credit per AVC TC-4 and UNI bundle which is equal to the recurring Charge which would apply to nbn™ Ethernet for a 50Kbps CVC TC-4, excluding any recurring Charge in connection with a CVC Class.</td>
<td>Start Date – 16 November 2019</td>
<td>3 months</td>
<td>See section 4</td>
</tr>
</tbody>
</table>
| 2 | **CVC Transitional Pricing Credit**     | A Credit for nbn™ Ethernet CVC TC-4 capacity supplied to Customer (except in respect of nbn™ Ethernet (Satellite), which Credit is equal to:  
• the recurring Charge which would apply to 150 Mbps of CVC TC-4 capacity, if nbn supplies ≥ 150 Mbps of relevant nbn™ Ethernet CVC TC-4 capacity; and  
• the recurring Charge which applies to the actual amount of CVC TC-4 capacity, if nbn supplies < 150 Mbps of relevant nbn™ Ethernet CVC TC-4 capacity.  | Start Date – 16 November 2019 | 3 months                                 | See section 5          |
<p>| 3 | <strong>First Battery Credit</strong>                | A Credit of $30.00 which nbn will give to Customer if a fault or defect occurs with a First Battery supplied as part of nbn™ Ethernet during the First Battery Warranty Period for that First Battery.                              | Start Date – 16 November 2019 | 3 months                                 | See section 6          |
| 4 | <strong>NNI Bearer Recurring Charge Credit</strong>  | A Credit equal to the recurring Charge per Billing Period payable by Customer for an nbn™ Ethernet                                                                                                           | Start Date – 16 November 2019 | 3 months                                 | See section 7          |</p>
<table>
<thead>
<tr>
<th>#</th>
<th>Name</th>
<th>Description</th>
<th>Duration*</th>
<th>Minimum notice period prior to withdrawal</th>
<th>Details and conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>NNI Bearer in respect of any period between:</td>
<td></td>
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<td></td>
<td></td>
<td>• nbn supplying the NNI Bearer to Customer at an Established POI; and</td>
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<td></td>
<td></td>
<td>• the first Premises in any CSA served by that Established POI becoming</td>
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<td></td>
<td></td>
<td>Serviceable.</td>
<td></td>
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</tr>
<tr>
<td>5.</td>
<td>Ancillary Charges Waiver</td>
<td>A waiver of specified “ancillary” Charges in respect of nbn™ Ethernet.</td>
<td>Start Date – 16 November 2019</td>
<td>3 months</td>
<td>See section 8</td>
</tr>
<tr>
<td>6.</td>
<td>Professional Splitter Installation Charges</td>
<td>A waiver of specified Charges associated with Professional Splitter</td>
<td>Start Date – 16 November 2019</td>
<td>3 months</td>
<td>See section 9</td>
</tr>
<tr>
<td></td>
<td>Waiver – FTTB/FTTN</td>
<td>Installations for nbn™ Ethernet (FTTB) and nbn™ Ethernet (FTTN).</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Dimension Based CVC Discount</td>
<td>A Discount to the recurring Charges for CVC TC-4 Product Component of</td>
<td>Start Date – 31 May 2019</td>
<td>3 months</td>
<td>See section 10</td>
</tr>
<tr>
<td></td>
<td></td>
<td>relevant nbn™ Ethernet Ordered Products based on the dimensioning of</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td>relevant CVCs supplied to Customer.</td>
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<tr>
<td>8.</td>
<td>nbn Professional Installation – HFC Charge</td>
<td>A waiver of the Charge associated with an nbn Professional Installation –</td>
<td>Start Date – 16 November 2019</td>
<td>5 Business Days</td>
<td>See section 11</td>
</tr>
<tr>
<td></td>
<td>Waiver</td>
<td>HFC.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>nbn™ Ethernet TC-2 Credit</td>
<td>A Credit for customers who are supplied with CVC TC-2 Product Components</td>
<td>Start Date – 30 September 2019</td>
<td>3 months (see section 12.5(b)) or 6 months (see section 12.5(c))</td>
<td>See section 12</td>
</tr>
<tr>
<td></td>
<td></td>
<td>by means of the Fibre Network, FTTN Network and FTTB Network that have</td>
<td></td>
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<td></td>
<td></td>
<td>low contention ratios with respect to associated AVC TC-2 Product</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Components.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>CVC Boost Credit</td>
<td>A Credit applied to recurring Charges for CVC TC-4 Product Component of</td>
<td>1 May 2018 – 31 October 2018</td>
<td>See section 13.3(a)</td>
<td>See section 13</td>
</tr>
<tr>
<td></td>
<td></td>
<td>relevant nbn™ Ethernet Ordered Products (excluding nbn™ Ethernet (Satellite))</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>and based on Customer increasing its dimensioning of relevant CVCs</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>supplied to Customer.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>F50 Credit</td>
<td>A credit applied to the recurring Charges payable in respect of the AVC</td>
<td>1 May 2018 – 31</td>
<td>See section 14.3(a)</td>
<td>See section 14</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TC-4 and UNI bundle of nbn™</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#</td>
<td>Name</td>
<td>Description</td>
<td>Duration*</td>
<td>Minimum notice period prior to withdrawal</td>
<td>Details and conditions</td>
</tr>
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</tr>
<tr>
<td></td>
<td></td>
<td>Ethernet Product Components (excluding nbn™ Ethernet (Satellite) and nbn™ Ethernet (Wireless)) for new orders for, or orders that modify existing Ordered Products to, one of the following AVC TC-4 bandwidth profiles: • 50 downstream Mbps (PIR)/20 upstream Mbps (PIR); or • 25-50 downstream Mbps (PIR)/5-20 upstream Mbps (PIR)</td>
<td>October 2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Special Services Migration Subsequent Installation Credit</td>
<td>A Credit in respect of a Subsequent Installation Charge relating to an nbn™ Ethernet Ordered Product supplied over a Special Service Replacement Line in certain conditions.</td>
<td>14 December 2017 – 14 November 2019</td>
<td>3 months</td>
<td>See section 15</td>
</tr>
<tr>
<td>13</td>
<td>Half Rack Discount</td>
<td>A Discount of $800.00 to the recurring Charge for the Co-location (1 x lockable half height Equipment Rack) Service Element of the Facilities Access Service.</td>
<td>1 March 2018 – 31 March 2019</td>
<td>3 months</td>
<td>See section 16</td>
</tr>
<tr>
<td>14</td>
<td>Professional Wiring Isolation Charges Waiver</td>
<td>A waiver of specified Charges associated with Professional Wiring Isolation for nbn™ Ethernet (FTTC) above $225.</td>
<td>28 March 2018 – 16 November 2019</td>
<td>3 months</td>
<td>See section 17</td>
</tr>
<tr>
<td>15</td>
<td>Customer Managed Installation – FTTC Rebate; and nbn Professional Installation – FTTC Charge Full Waiver</td>
<td>A Rebate of certain costs associated with Customer Managed Installation - FTTC and a corresponding waiver of the charge associated with an nbn Professional Installation –FTTC.</td>
<td>28 March 2018 – 16 November 2019</td>
<td>3 months</td>
<td>See section 18</td>
</tr>
<tr>
<td>16</td>
<td>nbn Professional Installation – FTTC Charge Partial Waiver</td>
<td>A waiver of specified Charges associated with an nbn Professional Installation – FTTC above $150.</td>
<td>28 March 2018 – 16 November 2019</td>
<td>3 months</td>
<td>See section 19</td>
</tr>
<tr>
<td>17</td>
<td>High Bandwidth</td>
<td>A Discount applied to CVC TC-4 Product Components</td>
<td>1 May 2018 – 30</td>
<td>See section 20.8</td>
<td>See section 20</td>
</tr>
</tbody>
</table>
### Part B: List of current Discounts, Credits and Rebates

<table>
<thead>
<tr>
<th>#</th>
<th>Name</th>
<th>Description</th>
<th>Duration*</th>
<th>Minimum notice period prior to withdrawal</th>
<th>Details and conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Bundles Discount</strong></td>
<td>designated as “Bundled CVCs” and associated AVC TC-4 Product Components.</td>
<td>April 2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td><strong>Fixed Wireless Bundles Discount</strong></td>
<td>A Discount applied to CVC TC-4 Product Components designated as “Bundled CVCs” and associated AVC TC-4 Product Components.</td>
<td>20 August 2018 – 30 April 2020</td>
<td>See section 21.8</td>
<td>See section 21</td>
</tr>
<tr>
<td>19</td>
<td><strong>Entry Level Bundles Discount</strong></td>
<td>A Discount applied to CVC TC-4 Product Components designated as “Bundled CVCs” and associated AVC TC-4 Product Components.</td>
<td>2 October 2018 – 30 April 2020</td>
<td>See section 22.8</td>
<td>See section 22</td>
</tr>
<tr>
<td>20</td>
<td><strong>Professional Splitter Modify Order Waiver</strong></td>
<td>A waiver of the minimum charge of $235 for a Professional Splitter Installation not at time of a Standard Installation in respect of certain Premises served by the FTTN Network that are likely to have in-home wiring issues.</td>
<td>17 October 2018 – 17 January 2019</td>
<td>10 Business Days</td>
<td>See section 23</td>
</tr>
<tr>
<td>21</td>
<td><strong>After Hours Installation Waiver</strong></td>
<td>A waiver of the $150 charge for an After Hours Installation.</td>
<td>19 January 2019 – 16 February 2019</td>
<td>10 Business Days</td>
<td>See section 24</td>
</tr>
<tr>
<td>22</td>
<td><strong>Forward Rebate</strong></td>
<td>A Rebate given in respect of Connect Orders Acknowledged within 180 days of the relevant Premises becoming Serviceable.</td>
<td>21 January 2019 – 21 January 2021</td>
<td>See section 25.8</td>
<td>See section 25</td>
</tr>
<tr>
<td>23</td>
<td><strong>Fast Anytime 100 Rebate</strong></td>
<td>A Rebate given in respect of new orders for specified high bandwidth profile AVC TC-4 Product Components associated with “Bundled CVCs”.</td>
<td>21 January 2019 – 21 January 2021</td>
<td>See section 26.4</td>
<td>See section 26</td>
</tr>
</tbody>
</table>

*Note: The specified duration is subject to any earlier withdrawal in accordance with section 1(b).*
Part C: Details and conditions

4. 50 Kbps CVC Credit details and conditions

4.1 Eligibility / Availability Criteria

(a) Subject to section 4.3, in each Billing Period for each CSA, nbn will provide Customer with a 50 Kbps CVC Credit for each AVC TC-4 and UNI bundle supplied by nbn to Customer in that CSA as at the start of the relevant Billing Period.

*Example:* if the CVC TC-4 pricing per Mbps is $17.50 then the 50 Kbps CVC Credit will be $0.875.

(b) The total 50 Kbps CVC Credits given to Customer in respect of a Billing Period are capped at the total recurring Charges that apply in respect of all CVCs supplied by nbn to Customer in the relevant CSA for that Billing Period, excluding any recurring Charge under section 2.5 of the nbn™ Ethernet Price List.

4.2 Process to Claim

(a) nbn will apply the 50 Kbps CVC Credit to the next invoice following the Billing Period in which the corresponding AVC recurring charge was incurred by Customer.

*Note:* Customer does not need to submit any Credit/Rebate Claim Form in respect of this Credit.

4.3 Special Conditions

If Customer is eligible to receive a 50 Kbps CVC Credit and a CVC Transitional Pricing Credit in respect of the same CSA in a Billing Period, Customer is only entitled to receive the greater of the 50 Kbps CVC Credit and the CVC Transitional Pricing Credit applicable in that Billing Period.
The details and conditions in section 5 apply in respect of the CVC Transitional Pricing Credit described in section 3.

5. **CVC Transitional Pricing Credit details and conditions**

5.1 **Eligibility / Availability Criteria**

(a) Subject to section 5.3(c), in each Billing Period for each CSA where nbn supplies a CVC TC-4 to Customer, nbn will provide Customer with a CVC Transitional Pricing Credit until the Billing Period in which the number of Serviceable Premises in that CSA first exceeds 30,000.

(b) Where nbn has credited a CVC Transitional Pricing Credit for a Billing Period in which the number of Serviceable Premises in the relevant CSA first exceeds 30,000, nbn will, in the subsequent Billing Period, reverse that CVC Transitional Pricing Credit and only apply any applicable 50 Kbps CVC Credit.

5.2 **Process to Claim**

(a) nbn will apply the CVC Transitional Pricing Credit to the invoice containing the corresponding CVC recurring charge.

*Note: Customer does not need to submit any Credit/Rebate Claim Form in respect of this Credit.*

5.3 **Special Conditions**

(a) If the boundaries of a CSA change, including by reason of the establishment, relocation, replacement or closure of a Temporary POI or an Established POI, section 5.1(a) will apply to the reconfigured boundaries of the CSA and the number of Serviceable Premises will be determined based on the reconfigured CSA.

(b) nbn will use reasonable endeavours to notify Customer as soon as practicable after the CVC Transitional Pricing Credit is no longer available for a CSA.

(c) If Customer is eligible to receive a 50 Kbps CVC Credit and a CVC Transitional Pricing Credit in respect of the same CSA in a Billing Period, Customer is only entitled to receive the greater of the 50 Kbps CVC Credit and the CVC Transitional Pricing Credit applicable in that Billing Period.

(d) Notwithstanding any other provision in this section 5, nbn will not give Customer a CVC Transitional Pricing Credit for a CSA in respect of any CVC TC-4 capacity supplied in connection with nbn™ Ethernet (Satellite).
The details and conditions in section 6 apply in respect of the First Battery Credit described in section 3.

6. First Battery Credit details and conditions

6.1 Eligibility/Availability Criteria

(a) **nbn** will give the First Battery Credit to Customer in respect of a First Battery if:

   (i) a fault or defect occurs in the First Battery during the First Battery Warranty Period;

   (ii) Customer is supplied with the Battery Backup Service at the time the fault or defect occurs;

   (iii) Customer installs a replacement battery in respect of that NTD in accordance with section 8 of the nbn™ Ethernet Product Terms; and

   (iv) Customer submits a Credit/Rebate Claim in accordance with section 6.2.

6.2 Process to Claim

(a) To lodge a Credit/Rebate Claim in respect of a First Battery Credit, Customer must ensure that Customer’s Authorised Contact completes a Credit/Rebate Claim Form and sends it to the nbn™ Billing Contact, using the email address specified in the Contact Matrix.

(b) Customer must include the following details in any Credit/Rebate Claim Form for a First Battery Credit:

   (i) the Product Instance ID of the service at the location where the faulty or defective First Battery is located;

   (ii) the NTD ID where the faulty or defective First Battery is located; and

   (iii) a copy of the tax invoice/remittance advice for the replacement battery.
Part C: Details and conditions

The details and conditions in section 7 apply in respect of the NNI Bearer Recurring Charge Credit described in section 3.

7. NNI Bearer Recurring Charge Credit details and conditions

7.1 Eligibility/Availability Criteria

(a) nbn will give to Customer the NNI Bearer Recurring Charge Credit (pro rated) for each Billing Period (or part thereof) where all of the following apply:

(i) nbn supplies an NNI Bearer to Customer;
(ii) the NNI is located in an Established POI; and
(iii) the Historical Regional Rollout List does not list an “Actual Ready for Service Date” for the relevant CSA served by that NNI.

7.2 Process to Claim

(a) nbn will apply the NNI Bearer Recurring Charge Credit as a credit to the nbn invoice containing the corresponding NNI Bearer recurring Charge for that Billing Period.

Note: Customer does not need to submit any Credit/Rebate Claim Form in respect of this Credit.
Part C: Details and conditions

The details and conditions in section 8 apply in respect of the Ancillary Charges Waiver described in section 3.

8. Ancillary Charges Waiver details and conditions

8.1 Details

nbn waives its right to require Customer to pay the following Charges (each an Ancillary Charge) in respect of nbn™ Ethernet for the period that this Discount remains effective for the relevant Ancillary Charge in accordance with section 8.3 of this Discounts, Credits and Rebate List:

<table>
<thead>
<tr>
<th>#</th>
<th>Charge</th>
<th>Applicable to access technology</th>
<th>nbn™ Ethernet Price List section reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Initial Non-Standard Installations</td>
<td>All</td>
<td>3</td>
</tr>
<tr>
<td>2.</td>
<td>Subsequent Installations</td>
<td>nbn™ Ethernet (Fibre); nbn™ Ethernet (Wireless) or nbn™ Ethernet (Satellite)</td>
<td>3</td>
</tr>
<tr>
<td>3.</td>
<td>Any Labour Rate or Materials Charges above the minimum charge of $270 for Subsequent Installations</td>
<td>nbn™ Ethernet (FTTB); nbn™ Ethernet (FTTN); nbn™ Ethernet (FTTC); nbn™ Ethernet (HFC)</td>
<td>3(a)</td>
</tr>
<tr>
<td>4.</td>
<td>Access Component Reactivations</td>
<td>nbn™ Ethernet (Satellite)</td>
<td>3(b)</td>
</tr>
<tr>
<td>5.</td>
<td>Site Survey</td>
<td>nbn™ Ethernet (Satellite)</td>
<td>3(b)</td>
</tr>
<tr>
<td>6.</td>
<td>Equipment Modifications</td>
<td>All</td>
<td>4</td>
</tr>
<tr>
<td>7.</td>
<td>Equipment Removals</td>
<td>nbn™ Ethernet (Fibre); nbn™ Ethernet (FTTB); nbn™ Ethernet (FTTN); nbn™ Ethernet (FTTC); nbn™ Ethernet (HFC); nbn™ Ethernet (Wireless)</td>
<td>4(a)</td>
</tr>
<tr>
<td>8.</td>
<td>Equipment Repairs</td>
<td>All</td>
<td>4</td>
</tr>
<tr>
<td>9.</td>
<td>On Site Maintenance Call Outs</td>
<td>nbn™ Ethernet (Satellite)</td>
<td>5(b)</td>
</tr>
<tr>
<td>10.</td>
<td>No Fault Found (No Truck Roll Required)</td>
<td>All</td>
<td>5</td>
</tr>
<tr>
<td>11.</td>
<td>No Fault Found (Truck Roll Required)</td>
<td>All</td>
<td>5</td>
</tr>
<tr>
<td>12.</td>
<td>No Fault Found (Truck Roll Required and Professional Splitter Installation)</td>
<td>nbn™ Ethernet (FTTB); nbn™ Ethernet (FTTN)</td>
<td>5(a)</td>
</tr>
</tbody>
</table>
Part C: Details and conditions

<table>
<thead>
<tr>
<th>#</th>
<th>Charge</th>
<th>Applicable to access technology</th>
<th>nbn™ Ethernet Price List section reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>13.</td>
<td>Late Cancellation (Site Visit Required)</td>
<td><em>nbn™</em> Ethernet (FTTB); <em>nbn™</em> Ethernet (FTTN); <em>nbn™</em> Ethernet (FTTC); <em>nbn™</em> Ethernet (HFC); <em>nbn™</em> Ethernet (Satellite)</td>
<td>5</td>
</tr>
<tr>
<td>14.</td>
<td>Missed Appointment</td>
<td><em>nbn™</em> Ethernet (FTTB); <em>nbn™</em> Ethernet (FTTN); <em>nbn™</em> Ethernet (FTTC); <em>nbn™</em> Ethernet (HFC); <em>nbn™</em> Ethernet (Satellite)</td>
<td>5</td>
</tr>
<tr>
<td>15.</td>
<td>Incorrect Callout</td>
<td><em>nbn™</em> Ethernet (FTTB); <em>nbn™</em> Ethernet (FTTN); <em>nbn™</em> Ethernet (FTTC); <em>nbn™</em> Ethernet (HFC)</td>
<td>5(a)</td>
</tr>
<tr>
<td>16.</td>
<td>Incidentals</td>
<td><em>nbn™</em> Ethernet (Satellite)</td>
<td>3(b), 4(b), 5(b), 8</td>
</tr>
</tbody>
</table>

### 8.2 Process to Claim

*nbn* will provide Customer the Ancillary Charges Waiver by omitting or listing as not payable the relevant Ancillary Charge in Customer's invoices during the period that the Ancillary Charges Waiver remains effective for that Ancillary Charge.

**Note:** *The effect of this waiver is that Customer is not obliged to pay an Ancillary Charge(s) listed above for the period that the Ancillary Charges Waiver remains effective in respect of that Ancillary Charge. Customer does not need to submit any Credit/Rebate Claim Form in respect of this Waiver.*

### 8.3 Special conditions

(a) Subject to 8.3(b), the Ancillary Charges Waiver may be withdrawn in accordance with section 1(b) in respect of one or more Ancillary Charge by *nbn* providing Customer with the notice period detailed in item 5 of section 3.

(b) The Ancillary Charges Waiver will continue to apply in respect of other Ancillary Charges until any later withdrawal of that Ancillary Charge, or the expiry of the waiver validity period in section 3 of this Discounts, Credits and Rebate List (as applicable).
Part C: Details and conditions

The details and conditions in section 9 apply in respect of the Professional Splitter Installation Charges Waiver – FTTB/FTTN described in section 3.

9. Professional Splitter Installation Charges Waiver – FTTB/FTTN details and conditions

9.1 Details

_nbn_ waives the following Charges associated with Professional Splitter Installations (FTTB and FTTN) to the extent set out in item 6 of section 3:

(a) any Labour Rate and Materials Charges for Professional Splitter Installation at time of a Standard Installation to the extent that they exceed the minimum charge of $160; and

(b) any Labour Rate and Materials Charges for Professional Splitter Installation not at time of a Standard Installation to the extent that they exceed the minimum charge of $235.

Note: The effect of this waiver is that for the period the waiver is effective in accordance with section 3:

- the Charge for a Professional Splitter Installation at time of a Standard Installation will be $160; and
- the Charge for a Professional Splitter Installation not at time of a Standard Installation will be $235.

9.2 Process to Claim

_nbn_ will provide Customer the Professional Splitter Installation Charges Waiver – FTTB/FTTN by omitting or listing as not payable the specified waived Charge in Customer’s invoices.

Note: Customer does not need to submit any Credit/Rebate Claim Form in respect of this Waiver.
The details and conditions in section 10 apply in respect of the Dimension Based CVC Discount described in section 3.

10. Dimension Based CVC Discount details and conditions

10.1 Eligibility/Availability Criteria

(a) **nbn** will give Customer the Dimension Based CVC Discount as a Discount to the recurring Charges for the CVC TC-4 Product Component of nbn™ Ethernet (Recurring CVC Charge) for the Ordered Products detailed in section 10.2, based on the dimensioning of relevant CVCs supplied to Customer.

(b) The amount of the Discount (if any) will depend on the total CVC TC-4 capacity ordered by Customer across all relevant CSAs and the corresponding total number of AVC TC-4s ordered by Customer in relevant CSAs, during the previous Billing Period.

(c) The applicable Discount per CVC TC-4 symmetrical Mbps (CIR) for the Billing Period will be calculated as set out in the table below:

<table>
<thead>
<tr>
<th>Discount Tier (kbps) based on the previous Billing Period ordered capacity</th>
<th>Discount from effective charge per Mbps for CVC TC-4 symmetrical Mbps (CIR) in current Billing Period</th>
<th>Effective charge per Mbps for CVC TC-4 symmetrical Mbps (CIR) in current Billing Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 399</td>
<td>$0.00</td>
<td>$17.50</td>
</tr>
<tr>
<td>400 to 549</td>
<td>$0.75</td>
<td>$16.75</td>
</tr>
<tr>
<td>550 to 699</td>
<td>$1.25</td>
<td>$16.25</td>
</tr>
<tr>
<td>700 to 849</td>
<td>$1.75</td>
<td>$15.75</td>
</tr>
<tr>
<td>850 to 999</td>
<td>$2.50</td>
<td>$15.00</td>
</tr>
<tr>
<td>1000 to 1149</td>
<td>$3.25</td>
<td>$14.25</td>
</tr>
<tr>
<td>1150 to 1299</td>
<td>$4.00</td>
<td>$13.50</td>
</tr>
<tr>
<td>1300 to 1449</td>
<td>$4.75</td>
<td>$12.75</td>
</tr>
<tr>
<td>1450 to 1599</td>
<td>$5.50</td>
<td>$12.00</td>
</tr>
<tr>
<td>1600 to 1749</td>
<td>$6.25</td>
<td>$11.25</td>
</tr>
<tr>
<td>1750 to 1899</td>
<td>$6.75</td>
<td>$10.75</td>
</tr>
</tbody>
</table>
Part C: Details and conditions

<table>
<thead>
<tr>
<th>Billing Period</th>
<th>Discount</th>
<th>AVC Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1900 to 2049</td>
<td>$7.25</td>
<td>$10.25</td>
</tr>
<tr>
<td>2050 to 2199</td>
<td>$7.75</td>
<td>$9.75</td>
</tr>
<tr>
<td>2200 to 2349</td>
<td>$8.00</td>
<td>$9.50</td>
</tr>
<tr>
<td>2350 to 2499</td>
<td>$8.25</td>
<td>$9.25</td>
</tr>
<tr>
<td>2500 to 2649</td>
<td>$8.50</td>
<td>$9.00</td>
</tr>
<tr>
<td>2650 to 2799</td>
<td>$8.75</td>
<td>$8.75</td>
</tr>
<tr>
<td>2800 to 2949</td>
<td>$9.00</td>
<td>$8.50</td>
</tr>
<tr>
<td>2950 to 3099</td>
<td>$9.25</td>
<td>$8.25</td>
</tr>
<tr>
<td>3100 and above</td>
<td>$9.50</td>
<td>$8.00</td>
</tr>
</tbody>
</table>

For each Billing Period, the Discount will be calculated based on the CVC dimensioning (in kbps) in the previous Billing Period, as follows:

Discount Tier = Relevant Network CVC TC-4 Capacity ÷ Relevant Total AVC TC-4s

Where:

Relevant Network CVC TC-4 Capacity means, in kbps, an amount equal to the average of the daily total of the bandwidth profiles of all CVC TC-4 capacity supplied to Customer on the nbn™ Network (excluding any CSAs to which a CVC Transitional Pricing Credit applies), during the previous Billing Period.

Relevant Total AVC TC-4s means the average of the daily total number of AVC TC-4s supplied to Customer on the nbn™ Network (excluding any CSAs to which a CVC Transitional Pricing Credit applies) during the previous Billing Period.

(d) For the purposes of the calculation above any CVC TC-4 capacity and any AVC TC-4:

(i) will be deemed to be supplied by nbn during the period that nbn is entitled to charge the Customer for the relevant Product Component under its Wholesale Broadband Agreement; and

(ii) supplied in connection with nbn™ Ethernet (Satellite) will be excluded from the calculation.

(e) Any applicable 50Kbps CVC Credit or CVC Transitional Pricing Credit will be calculated using the Recurring CVC Charge after the Discount is applied.
Part C: Details and conditions

Note: The Discount effectively reduces the Recurring CVC Charge for each relevant CVC TC-4 bandwidth profile by an amount equal to the applicable Discount per Mbps multiplied by the symmetrical bandwidth (in Mbps) for the respective CVC TC-4 bandwidth profile.

For example, if the applicable Discount is $1.25 per Mbps, for 100 Mbps of CVC TC-4 symmetrical Mbps (CIR) the Recurring CVC Charge is effectively reduced from $1,750.00 to $1,625.00 (after applying the Discount of $1.25 x 100 Mbps = $125.00).

10.2 Process to Claim

(a) The Discount (if any) will be applied to the Recurring CVC Charge payable by Customer (except any Charge applicable to nbn™ Ethernet (Satellite)) when the relevant Recurring CVC Charge is invoiced.

(b) The discounted Recurring CVC Charge will appear as the chargeable amount in the applicable invoice.

Note: Customer does not need to submit any Credit/Rebate Claim Form in respect of this Discount.
Part C: Details and conditions

The details and conditions in section 11 apply in respect of the nbn Professional Installation – HFC Charge Waiver described in section 3.

11. nbn Professional Installation – HFC Charge Waiver

11.1 Details

(a) nbn waives the Charge associated with an nbn Professional Installation – HFC incurred by Customer during the period that this waiver remains effective in accordance with section 11.1(b).

(b) This waiver is effective until the earlier of:

   (i) the date that nbn notifies Customer of the withdrawal of this waiver; and

   (ii) 40 Business Days after the date nbn notifies Customer in accordance with section 10 of the nbn™ Ethernet Product Terms, that the installation options listed in that section are available.

(c) nbn will give at least 5 Business Days prior notice to Customer of the date referred to in section 11.1(b)(i).

11.2 Process to Claim

nbn will provide Customer the nbn Professional Installation – HFC Charge Waiver by omitting or listing as not payable the nbn Professional Installation – HFC Charge in Customer’s invoices.

Note: Customer does not need to submit any Credit/Rebate Claim Form in respect of this waiver.
The details and conditions in section 12 apply in respect of the nbn™ Ethernet TC-2 Credit described in section 3.

12. nbn™ Ethernet TC-2 Credit

12.1 Eligibility/Availability Criteria

(a) For each CVC TC-2, nbn will provide a credit to Customer that is equal to the amount by which the “Total TC-2 Charge” for that CVC (calculated in accordance with section 12.1(b) below) exceeds the applicable “Total Spend Cap” for that CVC TC-2 (calculated in accordance with section 12.1(c) below) for the immediately prior Billing Period.

(b) The Total TC-2 Charge for a CVC TC-2 in respect of a Billing Period comprises the total of:

(i) the CVC TC-2 recurring Charge payable for that CVC during that Billing Period; plus

(ii) the sum of recurring Charges payable during that Billing Period for all AVC TC-2 Product Components which:

(A) Customer has associated with that CVC; and

(B) are supplied by means of the nbn™ Fibre Network, the nbn™ FTTB Network, the nbn™ FTTC Network, and the nbn™ FTTN Network,

but does not include any Charges payable in respect of any Product Features, other traffic classes, or other products or services supplied in connection with any relevant CVC TC-2 or AVC TC-2.

(c) The Total Spend Cap for a CVC TC-2 in respect of a Billing Period will be equal to the sum of each “Spend Cap Contribution Amount” (as set out in the table below) for each associated AVC TC-2 Product Component supplied by means of the nbn™ Fibre Network, the nbn™ FTTB Network, the nbn™ FTTC Network, and the nbn™ FTTN Network.

<table>
<thead>
<tr>
<th>AVC TC-2 symmetrical Mbps (CIR)</th>
<th>“Spend Cap Contribution Amount”</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>$119.50</td>
</tr>
<tr>
<td>10</td>
<td>$221.00</td>
</tr>
<tr>
<td>20</td>
<td>$362.00</td>
</tr>
<tr>
<td>30</td>
<td>$398.00</td>
</tr>
<tr>
<td>40</td>
<td>$497.00</td>
</tr>
</tbody>
</table>
Part C: Details and conditions

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>50</td>
<td></td>
<td>$506.00</td>
</tr>
<tr>
<td>60</td>
<td></td>
<td>$561.00</td>
</tr>
<tr>
<td>70</td>
<td></td>
<td>$606.00</td>
</tr>
<tr>
<td>80</td>
<td></td>
<td>$652.00</td>
</tr>
<tr>
<td>90</td>
<td></td>
<td>$684.00</td>
</tr>
<tr>
<td>100</td>
<td></td>
<td>$694.00</td>
</tr>
</tbody>
</table>

(d) Customer will not be entitled to an nbn™ Ethernet TC-2 Credit for a CVC TC-2 Product Component supplied to Customer in a Billing Period if, in that Billing Period:

(i) the Total TC-2 Charge for that CVC TC-2 is less than or equal to the Total Spend Cap for that CVC TC-2;

(ii) nbn does not supply to Customer at least one AVC TC-2 Product Component associated with that CVC TC-2; or

(iii) the bandwidth profile for that CVC TC-2 exceeds the aggregate bandwidth profiles of all associated AVC TC-2 Product Components (supplied by means of any access technology) by 300Mbps or more.

Example: nbn supplies a CVC TC-2 Product Component with a bandwidth profile of 310 symmetrical Mbps (CIR) and the only associated AVC TC-2 Product Component has a bandwidth profile of 5 symmetrical Mbps (CIR). Customer will not be entitled to an nbn™ Ethernet TC-2 Credit for that Billing Period in respect of that CVC TC-2 Product Component.

12.2 Pro-Ration

(a) Subject to section 12.2(b), if an AVC TC-2 is associated with more than one CVC TC-2 in a Billing Period, nbn will calculate each affected Total TC-2 Charge and each affected Total Spend Cap as though that AVC TC-2 were associated with the last associated CVC TC-2 for the whole Billing Period.

(b) If an AVC TC-2 is supplied for less than a whole Billing Period, nbn will adjust the affected Total Spend Cap on a pro-rata daily basis.
12.3 Credit Example

The following tables demonstrate how the calculation will work:

<table>
<thead>
<tr>
<th>Bandwidth Profile</th>
<th>Quantity</th>
<th>AVC TC-2 recurring Charge</th>
<th>CVC TC-2 recurring Charge</th>
<th>Total recurring Charge per Bandwidth Profile</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 Mbps of AVC TC-2</td>
<td>4</td>
<td>$32.00</td>
<td></td>
<td>$128.00</td>
</tr>
<tr>
<td>20 Mbps of AVC TC-2</td>
<td>3</td>
<td>$128.00</td>
<td></td>
<td>$384.00</td>
</tr>
<tr>
<td>70 Mbps of AVC TC-2</td>
<td>2</td>
<td>$448.00</td>
<td></td>
<td>$896.00</td>
</tr>
<tr>
<td>100 Mbps CVC TC-2</td>
<td>1</td>
<td></td>
<td></td>
<td>$1,750</td>
</tr>
<tr>
<td><strong>Total TC-2 Charge (A)</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$3,158.00</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bandwidth Profile</th>
<th>Quantity</th>
<th>Spend Cap Contribution Amount per AVC TC-2</th>
<th>Spend Cap per Bandwidth Profile</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 Mbps of AVC TC-2</td>
<td>4</td>
<td>$119.50</td>
<td>$478.00</td>
</tr>
<tr>
<td>20 Mbps of AVC TC-2</td>
<td>3</td>
<td>$362.00</td>
<td>$1,086.00</td>
</tr>
<tr>
<td>70 Mbps of AVC TC-2</td>
<td>2</td>
<td>$606.00</td>
<td>$1,212.00</td>
</tr>
<tr>
<td><strong>Total Spend Cap (B)</strong></td>
<td></td>
<td></td>
<td><strong>$2,776.00</strong></td>
</tr>
</tbody>
</table>

Is the Total TC-2 Charge (A) greater than the Total Spend Cap (B)                

<table>
<thead>
<tr>
<th>Amount of Credit (A-B)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>$382.00</strong></td>
</tr>
</tbody>
</table>

12.4 Process to Claim

(a) **nbn** will apply the **nbn™** Ethernet TC-2 Credit against the invoice for the relevant Billing Period.

(b) The **nbn™** Ethernet TC-2 Credit will appear on the CVC summary of the relevant invoice.

*Note: Customer does not need to submit any Credit/Rebate Claim Form in respect of this Credit.*
12.5 Special Conditions

Amendments, suspensions and withdrawals

(a) nbn may amend this nbn™ Ethernet TC-2 Credit by giving not less than 5 Business Days’ prior notice to Customer if that amendment relates to:

(i) nbn offering to supply AVC TC-2 and CVC TC-2 Product Components by means of an access technology other than the nbn™ Fibre Network, the nbn™ FTTB Network, the nbn™ FTTC Network and the nbn™ FTTN Network;

(ii) the introduction of one or more new AVC TC-2 bandwidth profiles that nbn offers to supply under the WBA; or

(iii) changes to existing AVC TC-2 bandwidth profiles that nbn offers to supply under the WBA, including where that change is a change to the access technologies by which nbn offers to supply each bandwidth profile.

(b) nbn may amend or withdraw this nbn™ Ethernet TC-2 Credit by giving not less than 3 months’ prior notice to Customer if there is any change, or if nbn has notified Customer of a change, to the recurring Charge under the WBA for any CVC TC-2 or AVC TC-2 Product Component.

(c) nbn may suspend or withdraw this nbn™ Ethernet TC-2 Credit or otherwise amend the terms of this nbn™ Ethernet TC-2 Credit by giving not less than 6 months’ notice to Customer.

Ordered Products to which the Credit Relates

(d) The nbn™ Ethernet TC-2 Credit applies to AVC TC-2 and CVC TC-2 Product Components of nbn™ Ethernet (Fibre), nbn™ Ethernet (FTTB), nbn™ Ethernet (FTTC), and nbn™ Ethernet (FTTN).

(e) The nbn™ Ethernet TC-2 Credit applies to all existing and new eligible Ordered Products for the duration of the nbn™ Ethernet TC-2 Credit.
Part C: Details and conditions

The details and conditions in section 13 apply in respect of the CVC Boost Credit described in section 3.

13. CVC Boost Credit details and conditions

13.1 Eligibility/Availability Criteria

(a) nbn will give Customer a CVC Boost Credit to be applied to the recurring Charges for the CVC TC-4 Product Component of nbn™ Ethernet (Recurring CVC Charge) as follows.

(b) Customer will only be eligible for the CVC Boost Credit if:

(i) Customer’s Discount Tier matches (or exceeds) the Target Discount Tier;

(ii) during the previous Billing Period:

(A) no more than 15% of Customer’s CVC TC-4s exceed an average data throughput of 95% of the provisioned CIR (Mbps) for 7 hours in any 7 day period (measured on a rolling 7 day basis); and

(B) no more than 5% of Customer’s CVC TC-4s exceed an average data throughput of 95% of the provisioned CIR (Mbps) for 14 hours in any 7 day period (measured on a rolling 7 day basis); and

(iii) Customer has entered into a Second MDF F50 Agreement and has complied with the terms of the Second MDF F50 Agreement at all times.

(c) If Customer is eligible, the CVC Boost Credit per CVC TC-4 symmetrical Mbps (CIR) for the relevant Billing Period will be calculated as a Credit against the Recurring CVC Charge in accordance with in the table below:

<table>
<thead>
<tr>
<th>Discount Tier based on Customer’s CVC Dimensioning for the previous Billing Period (kbps)</th>
<th>CVC Boost Credit per Mbps for CVC TC-4 symmetrical Mbps (CIR) in current Billing Period</th>
<th>Effective charge per Mbps for CVC TC-4 symmetrical Mbps (CIR) in current Billing Period*</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 399</td>
<td>0.00</td>
<td>17.50</td>
</tr>
<tr>
<td>400 to 549</td>
<td>0.00</td>
<td>16.75</td>
</tr>
<tr>
<td>550 to 699</td>
<td>0.00</td>
<td>16.25</td>
</tr>
<tr>
<td>700 to 849</td>
<td>0.00</td>
<td>15.75</td>
</tr>
</tbody>
</table>
### Discount Tier based on Customer’s CVC Dimensioning for the previous Billing Period (kbps)

<table>
<thead>
<tr>
<th>Discount Tier</th>
<th>CVC Boost Credit per Mbps for CVC TC-4 symmetrical Mbps (CIR) in current Billing Period</th>
<th>Effective charge per Mbps for CVC TC-4 symmetrical Mbps (CIR) in current Billing Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>850 to 999</td>
<td>0.00</td>
<td>15.00</td>
</tr>
<tr>
<td>1000 to 1149</td>
<td>3.75</td>
<td>10.50</td>
</tr>
<tr>
<td>1150 to 1299</td>
<td>3.25</td>
<td>10.25</td>
</tr>
<tr>
<td>1300 to 1449</td>
<td>2.75</td>
<td>10.00</td>
</tr>
<tr>
<td>1450 to 1599</td>
<td>2.50</td>
<td>9.50</td>
</tr>
<tr>
<td>1600 to 1749</td>
<td>2.25</td>
<td>9.00</td>
</tr>
<tr>
<td>1750 to 1899</td>
<td>2.10</td>
<td>8.65</td>
</tr>
<tr>
<td>1900 to 2049</td>
<td>2.00</td>
<td>8.30</td>
</tr>
<tr>
<td>2050 to 2199</td>
<td>1.75</td>
<td>8.00</td>
</tr>
<tr>
<td>2200 to 2349</td>
<td>1.75</td>
<td>7.75</td>
</tr>
<tr>
<td>2350 to 2499</td>
<td>1.75</td>
<td>7.50</td>
</tr>
<tr>
<td>2500 to 2649</td>
<td>1.50</td>
<td>7.50</td>
</tr>
<tr>
<td>2650 to 2799</td>
<td>1.50</td>
<td>7.25</td>
</tr>
<tr>
<td>2800 to 2949</td>
<td>1.50</td>
<td>7.00</td>
</tr>
<tr>
<td>2950 to 3099</td>
<td>1.50</td>
<td>6.75</td>
</tr>
<tr>
<td>3100 and above</td>
<td>2.67</td>
<td>5.33</td>
</tr>
</tbody>
</table>

#Note: The effective charge per Mbps for CVC TC-4 symmetrical Mbps (CIR) is calculated based on the Credit being applied to the Recurring CVC Charge following the application of the relevant Dimension Based CVC Discount.

(d) For each Billing Period the applicable Discount Tier will be calculated based on the CVC Dimensioning (in kbps) in the previous Billing Period, as follows:

\[
\text{CVC Dimensioning} = \frac{\text{Relevant Network CVC TC-4 Capacity}}{\text{Relevant Total AVC TC-4s}}
\]
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Where:

**Relevant Network CVC TC-4 Capacity** means, in kbps, an amount equal to the average of the daily total of the bandwidth profiles of all CVC TC-4 Product Components of nbn™ Ethernet supplied to Customer (excluding CVCs supplied in respect of any CSAs to which a CVC Transitional Pricing Credit applies and excluding any CVC supplied as a Product Component of nbn™ Ethernet (Satellite)), during the previous Billing Period.

**Relevant Total AVC TC-4s** means the average of the daily total number of AVC TC-4 Product Components of nbn™ Ethernet supplied to Customer (excluding any CSAs to which a CVC Transitional Pricing Credit applies) during the previous Billing Period.

(e) This CVC Boost Credit will apply:

(i) if Customer is eligible to receive the First CVC Boost Credit in a Billing Period that ends on or after 1 May 2018 for the remainder of the Billing Period; and

(ii) otherwise, for the first time to the first Billing Period commencing on or after 1 May 2018 in which Customer is eligible for this CVC Boost Credit.

(f) This CVC Boost Credit will cease to apply to any Recurring CVC Charges incurred after 31 October 2018.

(g) Any applicable 50Kbps CVC Credit or CVC Transitional Pricing Credit will be calculated using the Recurring CVC Charge after the CVC Boost Credit is applied.

(h) For the purposes of the calculation in paragraph 13.1(d) any CVC TC-4 capacity and any AVC TC-4:

(i) will be treated as having been supplied by nbn during the period that nbn is entitled to charge the Customer for the relevant Product Component under its Wholesale Broadband Agreement;

(ii) supplied in connection with nbn™ Ethernet (Satellite) will be excluded from the calculation; and

(iii) supplied in a CSA serviced by a Temporary POI will be excluded from the calculation.

(i) The Customer’s **Baseline CVC Dimensioning** will be determined as either:

(i) unless section 13.1(i)(ii) applies, Customer’s CVC Dimensioning for the Billing Period invoiced in October 2017; or

(ii) if Customer:

   (A) has a CVC Dimensioning calculated under section 13.1(i)(i) that is 3.1 Mbps or above; or

   (B) does not have a Billing Period invoiced in October 2017,
Part C: Details and conditions

then, for the purpose of the calculation of the CVC Boost Credit only, Customer’s Baseline CVC Dimensioning will be deemed to be the National Average CVC Dimensioning for invoices issued in October 2017 (1.11 Mbps).

13.2 Process to Claim

**nbn** will apply the CVC Boost Credit (if any) as a credit to the next invoice containing a Recurring CVC Charge payable by Customer.

*Note: Customer does not need to submit any Credit/Rebate Claim Form in respect of this Credit.*

13.3 Special Conditions

(a) **Amendments, suspensions and withdrawals**

(i) **nbn** may extend the duration of the CVC Boost Credit on 10 Business Days’ notice to Customer.

(ii) Without limiting section 13.3(a)(iii), **nbn** may withdraw, suspend or amend the CVC Boost Credit on 1 months’ prior notice to Customer.

(iii) **nbn** may withdraw, suspend or amend this CVC Boost Credit:

   (A) on 5 Business Days’ notice to Customer, if there is any change, or if **nbn** has notified Customer of a change, to the recurring Charge payable by customers under the WBA (whether by notice of a change to this Discounts, Credits and Rebates List, by offering varied pricing to customers, or otherwise) for any CVC or AVC Product Component; or

   (B) immediately, in order to comply with any lawful order, instruction or request of a Regulator or Government Agency or if a person commences legal proceedings in relation to this CVC Boost Credit.

(b) **Ordered Products to which the Credit Relates**

The CVC Boost Credit does not apply to CVC TC-4 capacity supplied in connection with **nbn™** Ethernet (Satellite) or in a CSA served by a Temporary POI.

(c) **CVC Boost Credit management**

(i) If the eligibility criteria (or any part of it) in section 13.1(b) is not satisfied, **nbn** may reverse all previous CVC Boost Credits recorded in Customer’s invoices in respect of any period during which the criteria were not satisfied, and cease all further CVC Boost Credits.

(ii) If the CVC Boost Credits are reversed in accordance with this paragraph, an amount equal to the aggregate amount of the CVC Boost Credits reversed as at the date of the reversal will be included by **nbn** in a later invoice pursuant to clause B2 of the **Head Terms**.

(d) **Definitions**
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In this section 13:

**Baseline CVC Dimensioning** means the CVC Dimensioning as determined in accordance with section 13.1(i).

**Discount Tier** means each range of CVC Dimensioning (in kbps) set out in the table in section 13.1(c).

**First CVC Boost Credit** means the first CVC Boost Credit offered by nbn in the period from 14 December 2017 to 30 April 2018.

**National Average CVC Dimensioning** means 1.11 Mbps, being the average CVC Dimensioning for invoices issued in October 2017 across all customers.

**Second MDF F50 Agreement** has the meaning given in section 14.3(d).

**Target Discount Tier** means the Discount Tier applicable to Customer if Customer’s CVC Dimensioning is 150% of Customer’s Baseline CVC Dimensioning.

### 13.4 CVC Boost Ramp-up Credit

(a) nbn will give Customer a credit for the amount by which Customer’s Recurring CVC Charge would (but for the credit) increase as a result of an increase in ordered CVC TC-4 capacity during the period from 1 May 2018 until 30 June 2018 in accordance with this section 13.4 (CVC Boost Ramp-up Credit).

(b) nbn will only provide the CVC Boost Ramp-up Credit if Customer becomes eligible to receive a CVC Boost Credit pursuant to section 13.1 in any Billing Period ending on or before 30 June 2018.

(c) nbn will apply the CVC Boost Ramp-up Credit in respect of the Billing Periods ending after 1 May 2018 and on or before 30 June 2018 (each a Relevant Billing Period) but:

   (i) this CVC Boost Ramp-up Credit will not be applied in respect of any Relevant Billing Period in which a CVC Boost Credit or First CVC Boost Credit also applies;

   (ii) nbn will apply the CVC Boost Ramp-up Credit in an invoice for a subsequent Billing Period and not in an invoice for a Relevant Billing Period (which must be paid in full); and

   (iii) the CVC Boost Ramp-up Credit does not apply to any CVC TC-4 capacity to which the CVC Boost Credit does not apply pursuant to section 13.3(b).

(d) Section 13.3(a) applies to the CVC Boost Ramp-up Credit (as if references to that section to CVC Boost Credit were references to CVC Boost Ramp Up Credit).
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*Note:* Customer does not need to submit any Credit/Rebate Claim Form in respect of this Credit.
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The details and conditions in section 14 apply in respect of the F50 Credit described in section 3.

14. F50 Credit

14.1 Eligibility/Availability Criteria

(a) Subject to the terms of this section 14, nbn will give Customer a F50 Credit:

(i) to be applied, during the F50 Credit Period, against the recurring Charges for all AVC TC-4 and UNI bundles of nbn™ Ethernet Product Components that are subject to an Eligible Order (Relevant Ordered Products) completed during the First F50 Promotion Period (if any) or Second F50 Promotion Period (if any) (each a F50 Promotion Period); and

(ii) to be calculated on a per AVC TC-4 basis as further detailed in section 14.1(b).

(b) The F50 Credit for each Relevant Ordered Product is calculated as follows:

F50 Credit = Applicable Recurring Charge minus $27

Where the Applicable Recurring Charge is the recurring Charge for the Relevant Ordered Product for the Eligible Bandwidth Profile, as listed in the nbn™ Ethernet Price List (as amended from time to time).

(c) The F50 Credit is payable only if the following conditions are satisfied:

(i) in respect of the Relevant Ordered Products activated during the First F50 Promotional Period, Customer has entered into a First MDF Agreement;

(ii) in respect of the Relevant Ordered Products activated during the Second F50 Promotional Period, Customer has entered into a Second MDF Agreement;

(iii) Customer has complied with the terms of the relevant MDF F50 Agreement at all times;

(iv) the Eligible Bandwidth Profile applies continuously to the Relevant Ordered Product during the relevant Billing Periods;

(v) no more than 15% of CVCs with which the Relevant Ordered Products are associated to which the F50 Credit would (but for this condition) apply, exceed an average data throughput of 95% of the provisioned CIR (Mbps) for 7 hours in any 7 day period (measured on a rolling 7 day basis) during any applicable F50 Credit Periods; and
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(vi) no more than 5% of CVCs with which the Relevant Ordered Products are associated to which the F50 Credit would (but for this condition) apply, exceed an average data throughput of 95% of the provisioned CIR (Mbps) for 14 hours in any 7 day period (measured on a rolling 7 day basis) during any applicable F50 Credit Periods.

14.2 Process to Claim

nbn will apply the F50 Credit (if any) as a credit to the next invoice containing an Applicable Recurring Charge payable by Customer.

Note: Customer does not need to submit any Credit/Rebate Claim Form in respect of this Credit.

14.3 Special Conditions

(a) Extensions, withdrawals and variations

(i) nbn may extend the availability period of the F50 Credit on 10 Business Days’ notice to Customer.

(ii) Without limiting section 14.3(a)(iii), nbn may withdraw, suspend or amend this F50 Credit on 1 months’ prior notice to Customer.

(iii) nbn may withdraw, suspend or amend this F50 Credit:

(A) on 5 Business Days’ notice to Customer, if there is any change, or if nbn has notified Customer of a change, to the recurring Charge payable by customers under the WBA (whether by notice of a change to this Discounts, Credits and Rebates List, by offering varied pricing to customers, or otherwise) for any CVC or AVC Product Component; or

(B) immediately, in order to comply with any lawful order, instruction or request of a Regulator or Government Agency.

(b) Ordered Products to which the Credit Relates

The F50 Credit does not apply to any AVC TC-4 Product Component:

(i) supplied in connection with nbn™ Ethernet (Satellite) or nbn™ Ethernet (Fixed Wireless); or

(ii) already on an Eligible Bandwidth Profile at any time before or during the relevant F50 Promotion Period.

For example, the F50 Credit will not apply to an Ordered Product where Customer downgrades the Ordered Product from an Eligible Bandwidth Profile to a lower bandwidth profile and subsequently submits a further Modify Order to upgrade that same Ordered Product back to an Eligible Bandwidth Profile.

(c) F50 Credit management
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(i) If any of the conditions in section 14.1(c)(i) or 14.1(c)(iii) are not satisfied, nbn may reverse all previous F50 Credits recorded in Customer’s invoices in respect of any period during which the criteria were not satisfied, and cease all further F50 Credits.

(ii) If the F50 Credits are reversed in accordance with section 14.3(c)(i), an amount equal to the aggregate amount of the F50 Credits reversed as at the date of the reversal will be included by nbn in a later invoice pursuant to clause B2 of the Head Terms.

(iii) If the condition in section 14.1(c)(iv) is not satisfied in respect of a Relevant Ordered Product, nbn may immediately cease to apply any further F50 Credits in respect of that Relevant Ordered Product.

(iv) If any of the conditions in sections 14.1(c)(v) or 14.1(c)(vi) are not satisfied in respect of one or more Relevant Ordered Products (each an Over Contended Product):
   (A) nbn may, on written notice to Customer, engage with Customer to discuss Customer’s adherence to the conditions and the parties will use their reasonable endeavours to agree appropriate remediation steps;
   (B) if the parties are able to agree remediation steps within 30 days of nbn’s written notice under section 14.3(c)(iv)(A) then the F50 Credit will continue to apply to the Over Contended Products unless Customer does not implement the remediation steps as agreed, in which event nbn may (at its election):
      (1) repeat the step in section 14.3(c)(iv)(A); or
      (2) cease to apply the F50 Credit to the Over Contended Products;
   (C) if the parties are unable to agree remediation steps, nbn may (at its election):
      (1) immediately cease to apply the F50 Credit to the Over Contended Products; or
      (2) monitor the situation and at any time during the relevant F50 Credit Periods cease to apply the F50 Credit to the Over Contended Products.

(d) Definitions

In this section 14:

Applicable Recurring Charge has the meaning given in section 14.1(b).

Eligible Bandwidth Profile means the following AVC TC-4 bandwidth profiles:
   (a) 50 downstream Mbps (PIR)/20 upstream Mbps (PIR); or
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(b) 25-50 downstream Mbps (PIR)/5-20 upstream Mbps (PIR).

**Eligible New Order** means a Connect Order by Customer for a Relevant Ordered Product where:

(b) the Ready for Use Date of the Ordered Product occurred during the F50 Promotion Period; and

(c) the relevant AVC TC-4 bandwidth profile is an Eligible Bandwidth Profile.

**Eligible Order** means an Eligible New Order or an Eligible Modification (as applicable).

**Eligible Modification** means a Modify Order for a Relevant Ordered Product where:

(d) the Ready for Use Date of the Relevant Ordered Product occurred prior to the commencement of the F50 Promotion Period;

(e) the Modify Order requests an increase or decrease in in the AVC TC-4 bandwidth profile of the Relevant Ordered Product and this order was completed during the F50 Promotion Period; and

(f) the relevant increased or decreased AVC TC-4 bandwidth profile is an Eligible Bandwidth Profile.

**F50 Credit Period** means, in respect of each Relevant Ordered Product, the 12 month period from completion of the Eligible Order for that Relevant Ordered Product.

**F50 Promotion Period** has the meaning given in section 14.1(a)(i).

**First F50 Promotion Period** means the period nominated by Customer under the First MDF Agreement which must be a period commencing no earlier than 14 December 2017 and ending no later than 30 April 2018 (inclusive).

**First MDF Agreement** means Marketing Development Fund Program Agreement and MDF Program and Funding Schedule - Focus on 50 End User Pricing Offer applicable to the F50 Credit.

**MDF F50 Agreement** means either:

(a) the First MDF Agreement; or

(b) the Second MDF Agreement,

as applicable.

**Over Contended Product** has the meaning given in section 14.3(c)(iv).

**Relevant Ordered Products** has the meaning given in section 14.1(a)(i).
Second F50 Promotion Period means the period nominated by Customer under the Second MDF Agreement which must be a period commencing no earlier than 1 May 2018 and ending no later than 31 October 2018 (inclusive).

Second MDF Agreement means Marketing Development Fund Program Agreement and a MDF Program and Funding Schedule - Focus on 50 End User Pricing Offer (Round 2) applicable to the F50 Credit.
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The details and conditions in section 15 apply in respect of the Special Services Migration – Subsequent Installation Credit described in section 3.

15. Special Services Migration – Subsequent Installation Credit

15.1 Eligibility/Availability Criteria

nbn will credit Customer $270 of the Subsequent Installation Charge specified in the nbn™ Ethernet Price List (Subsequent Installation Credit) in respect of an nbn™ Ethernet (FTTB) Ordered Product or an nbn™ Ethernet (FTTN) Ordered Product in respect of which the following conditions are met:

(a) activation of the nbn™ Ethernet Ordered Product requires nbn to perform a Subsequent Installation and;

(b) the nbn™ Ethernet Ordered Product includes an AVC TC-2 bandwidth profile;

(c) the nbn™ Ethernet Ordered Product is activated in respect of a Special Service Replacement Line;

(d) Customer submits to nbn, by the date set out in column 1 of Table 1, as much of the migration data detailed in Appendix 1 as available to Customer in respect of the Premises to which the nbn™ Ethernet Ordered Product will be supplied, including at least:

(i) one of the unique identifiers set out in items 1 to 3 of Appendix 1; and

(ii) a full street address, formatted in the manner set out in item 9 of Appendix 1 and containing all of the particulars set out in items 9A to 9M of Appendix 1 that are relevant to the address;

(e) the nbn™ Ethernet Ordered Product is listed in a Weekly Special Services Migration Report submitted by Customer to nbn no later than the week after the nbn™ Ethernet Ordered Product is ordered; and

(f) nbn activates the order for the nbn™ Ethernet Ordered Product supplied over that Special Service Replacement Line by the date set out in column 2 of Table 1.

<table>
<thead>
<tr>
<th>White Paper Special Service is addressed in which White Paper:</th>
<th>Column 1: Months before applicable White Paper Disconnection Date by which migration data must be submitted to be eligible for Credit</th>
<th>Column 2: Months before the applicable White Paper Disconnection Date or Rollout Region Disconnection Date (whichever is later) that the nbn™ Ethernet Ordered Product must be activated to be eligible for Credit*</th>
</tr>
</thead>
<tbody>
<tr>
<td>White Paper No. 1 (where the White Paper No. 1 Rollout Region Disconnection Date where the</td>
<td>11 months</td>
<td>5 months</td>
</tr>
</tbody>
</table>

Discounts, Credits and Rebates List
Part C: Details and conditions

<table>
<thead>
<tr>
<th>Premises is located is before 30 June 2019)</th>
<th>White Paper No. 1</th>
<th>White Paper No. 2</th>
<th>White Paper No. 3</th>
<th>White Paper No. 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>(where the Rollout Region Disconnection Date where the Premises is located is on or after 30 June 2019)</td>
<td>11 months</td>
<td>14 months</td>
<td>14 months</td>
<td>14 months</td>
</tr>
<tr>
<td>8 months</td>
<td>8 months</td>
<td>8 months</td>
<td>8 months</td>
<td></td>
</tr>
</tbody>
</table>

* The condition in section 15.1(f) is waived if the deadline is missed solely due to an order being Held due to matters within nbn’s reasonable control.

Table 1: Deadlines for submitting White Paper Special Services migration data and for activating nbn™ Ethernet Ordered Products supplied over a Special Service Replacement Line

15.2 Process to Claim

(a) Customer must provide the Weekly Special Services Migration Report to nbn via a method specified by nbn from time to time.

(b) Subject to section 15.3(a), nbn will apply the Subsequent Installation Credit for an nbn™ Ethernet Ordered Product against the invoice for the later of:

(i) the Billing Period in which Customer submits to nbn the Weekly Special Services Migration Report that contains particulars of that nbn™ Ethernet Ordered Product; and

(ii) the Billing Period in which nbn activates that nbn™ Ethernet Ordered Product.

(c) The Subsequent Installation Credit will appear as a separate line to any Subsequent Installation Charges on the relevant invoice.

(d) Customer is not required to submit a claim for the Subsequent Installation Credit.
15.3 Special Conditions

(a) If Customer meets all of the criteria in respect of a Subsequent Installation Credit except section 15.1(e) in respect of an nbn™ Ethernet Ordered Product, nbn may, at its discretion, elect to provide that Subsequent Installation Credit provided that Customer submits a later Weekly Special Services Migration Report containing particulars of the relevant nbn™ Ethernet Ordered Product.

(b) nbn may suspend or withdraw the Credit or otherwise amend the terms of this Notice by giving not less than 3 months’ notice to Customer.

15.4 Definitions

In this section 15:

(a) **Rollout Region Disconnection Date** means the "Disconnection Date" for the “Rollout Region” in which the relevant Premises is located, as determined under the Telstra Migration Plan.

(b) **Special Service Replacement Line** means a single nbn™ Copper Pair in respect of which all of the following conditions apply:

(i) Customer has placed an order for nbn™ Ethernet (FTTN) or nbn™ Ethernet (FTTB) in respect of that nbn™ Copper Pair;

(ii) when processing Customer’s order for nbn™ Ethernet in respect of that nbn™ Copper Pair, nbn had identified that the nbn™ Ethernet Ordered Product would be supplied for the purpose of transitioning a White Paper Special Service;

(iii) that nbn™ Copper Pair is the first nbn™ Copper Pair being used to supply nbn™ Ethernet for the purpose of transitioning that White Paper Special Service; and

(iv) that nbn™ Copper Pair is not being used to supply a White Paper Special Service at the time of the order for nbn™ Ethernet in respect of that nbn™ Copper Pair.

(c) **Weekly Special Services Migration Report** means a weekly report submitted by Customer to nbn setting out all of the particulars in Appendix 2 in respect of each nbn™ Ethernet Ordered Product that Customer has ordered in respect of a Special Services Replacement Line in the week prior to the submission of the report.

(d) **White Paper** means a “White Paper” issued by nbn as defined in the Telstra Migration Plan.

(e) **White Paper Disconnection Date** means the “Disconnection Date” in respect of a “Direct Special Service” or “Special Service Input” as defined in the Telstra Migration Plan.

(f) **White Paper Special Service** means a “Direct Special Service” (as defined in the Telstra Migration Plan) to which one of the following White Papers apply:
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(i) White Paper No. 1: Temporary Special Services White Paper – Ethernet-Lite and Wholesale BDSL on the nbn™ Ethernet Bitstream Service;


(iv) White Paper No. 4: Temporary Special Services White Paper – Frame Relay on the nbn™ Ethernet Bitstream Service and Temporary Special Services White Paper – ISDN on the nbn™ Ethernet Bitstream Service,

and any service that is certified as a “Special Service Input” in accordance with the Telstra Migration Plan as a service equivalent to such a “Direct Special Service” supplied by means of a ULLS supplied by Telstra.
### Appendix 1: White Paper Special Services Migration Data Inputs Template

<table>
<thead>
<tr>
<th>Item</th>
<th>Field name</th>
<th>Field Description</th>
<th>Data type</th>
<th>Example</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>nbn</strong> LOCID*</td>
<td>Denotes specific 'service identifier’ that can be used to append system based orders/processes to</td>
<td>STRING</td>
<td>LOC000123456789</td>
</tr>
<tr>
<td>2</td>
<td><strong>ADBORID</strong> (or Appropriate Unique Identifier)</td>
<td>Unique Identifier for the Service (Identifier should be unique to addressable location, Eg: Customer ID or Account Number)</td>
<td>STRING</td>
<td>100000123</td>
</tr>
<tr>
<td>3</td>
<td><strong>FNN</strong> (Or appropriate Unique Identifier)</td>
<td>Unique Identifier for the Service (Identifier should be unique to service, eg: Phone Number)</td>
<td>STRING</td>
<td>N0001234R</td>
</tr>
<tr>
<td>4</td>
<td>PRODUCT/TECHNOLOGY</td>
<td>Name of the current Technology/Product</td>
<td>STRING</td>
<td>ISDN</td>
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<tr>
<td>5</td>
<td>SPEED</td>
<td>Should reflect the plan currently aligned to the service (as provided by [insert Customer name])</td>
<td>STRING</td>
<td>4MPS</td>
</tr>
<tr>
<td>6</td>
<td>SPEED TIER</td>
<td>Speed that [insert Customer name] selects from <strong>nbn</strong> offering for the service post migration.</td>
<td>STRING</td>
<td>TC2 - 5</td>
</tr>
<tr>
<td>7</td>
<td>COPPER PAIR ID</td>
<td>Identification number of the Copper Pair the Service is attached to</td>
<td>STRING</td>
<td>nbn COPPER Pair ID Example: CPI3000012345678</td>
</tr>
<tr>
<td></td>
<td></td>
<td>[insert RSP name] COPPER Pair ID Example: D-BMAA-P601-O-17</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>SPARE COPPER PAIR ID</td>
<td>Identification number of any Spare Copper Pair at the same location as the Copper Pair that the service is attached to</td>
<td>STRING</td>
<td>nbn COPPER Pair ID Example: CPI3000012345678</td>
</tr>
<tr>
<td></td>
<td></td>
<td>[insert RSP name] COPPER Pair ID Example: D-BMAA-P601-O-17</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>FORMATTED ADDRESS#</td>
<td>Full Street Address for the service</td>
<td>STRING</td>
<td>LEVEL 1, UNIT 2, 4-6 SMITH STREET EAST, SMITHFIELD, NSW 2999</td>
</tr>
</tbody>
</table>
### Part C: Details and conditions

<table>
<thead>
<tr>
<th></th>
<th>BUSINESS ENTITY NAME</th>
<th>Business/Owner Name</th>
<th>STRING</th>
<th>BANK BANK</th>
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<td>BUSINESS ENTITY NAME</td>
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<tr>
<td>9B</td>
<td>LEVEL_TYPE</td>
<td>Specific Addressing component</td>
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<td>ROAD TYPE</td>
<td>Specific Addressing component</td>
<td>STRING</td>
<td>STREET</td>
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<tr>
<td>9J</td>
<td>ROAD SUFFIX (DIRECTION ONLY)</td>
<td>Specific Addressing component</td>
<td>STRING</td>
<td>EAST</td>
</tr>
<tr>
<td>9K</td>
<td>LOCALITY/SUBURB</td>
<td>Specific Addressing component</td>
<td>STRING</td>
<td>SMITHFIELD</td>
</tr>
<tr>
<td>9L</td>
<td>STATE ABBREVIATION</td>
<td>Specific Addressing component</td>
<td>STRING</td>
<td>NSW</td>
</tr>
<tr>
<td>9M</td>
<td>POSTCODE</td>
<td>Specific Addressing component</td>
<td>STRING</td>
<td>2999</td>
</tr>
<tr>
<td>10</td>
<td>LATITUDE (Min 6 Decimal places)</td>
<td>Specific Latitude coordinates for service</td>
<td>NUMBER</td>
<td>-46.12345678</td>
</tr>
<tr>
<td>11</td>
<td>LONGITUDE (Min 6 Decimal places)</td>
<td>Specific Longitude coordinates for service</td>
<td>NUMBER</td>
<td>115.12345678</td>
</tr>
<tr>
<td>12</td>
<td>Extra Description or Comments</td>
<td>Eg: Site Access conditions etc</td>
<td>STRING</td>
<td>Free text</td>
</tr>
</tbody>
</table>

* At least one Unique Identifier must be provided by Customer to nbn.

# Address provided must be formatted as indicated in this table.
### Appendix 2: Weekly Special Services Migration Report – input template for each relevant nbn™ Ethernet Ordered Product

<table>
<thead>
<tr>
<th>Item</th>
<th>Field name</th>
<th>Field Description</th>
<th>Data type</th>
<th>Example</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PRODUCT_INSTANCE_ID</td>
<td>Unique account No identifier for services being ordered</td>
<td>STRING</td>
<td>PRI000117855993</td>
</tr>
<tr>
<td>2</td>
<td>nbn LOCID</td>
<td>Denotes specific ‘service identifier’ that can be used to append system based orders/processes to</td>
<td>STRING</td>
<td>LOC000123456789</td>
</tr>
<tr>
<td>3</td>
<td>FNN (Or appropriate Unique Identifier)</td>
<td>Unique Identifier for the Service (Identifier should be unique to service, eg: Phone Number)</td>
<td>STRING</td>
<td>N0001234R</td>
</tr>
<tr>
<td>4</td>
<td>nbn Order ID</td>
<td>Denotes the specific nbn Order number assigned to the Special Service Replacement Line</td>
<td>STRING</td>
<td>ORD011123456789</td>
</tr>
</tbody>
</table>
16. Half Rack Discount

16.1 Eligibility/Availability Criteria

(a) \textbf{nbn} will give Customer the Half Rack Discount as a Discount to the recurring Charge for the Co-location (1 x lockable half height Equipment Rack) Service Element of the Facilities Access Service (Half Rack Charge).

(b) Subject to section 16.1(d), the Half Rack Discount will be available from 1 March 2018 until the earlier of:
   (i) 31 March 2019; and
   (ii) the date that \textbf{nbn} notifies Customer of the withdrawal of the Half Rack Discount.

(c) \textbf{nbn} will give at least 3 months’ prior notice to Customer of the date referred to in section 16.1(b)(ii).

(d) \textbf{nbn} may extend the availability period of the Half Rack Discount on 10 Business Days’ notice to Customer.

16.2 Pro-Ration

(a) If the Half Rack Discount is available for less than a whole Billing Period, \textbf{nbn} will apply the Discount on a pro-rata daily basis.

(b) If Customer has already paid any undiscounted Half Rack Charge in respect of any period in which the Half Rack Discount is available, \textbf{nbn} will credit Customer the relevant pro-rated amount of the Half Rack Discount.

\textit{Example:} If Customer has already paid 1 x undiscounted Half Rack Charge for the Billing Period ending 3 March 2018, \textbf{nbn} will credit Customer in its March invoice an amount equal to 3 days of the Half Rack Discount.

16.3 Process to Claim

(a) \textbf{nbn} will apply the Half Rack Discount to the Half Rack Charge payable by Customer at the time the Half Rack Charge is invoiced.

(b) The discounted Half Rack Charge will appear as the chargeable amount in the applicable invoice.

\textit{Note:} Customer does not need to submit any Credit/Rebate Claim Form in respect of this Discount.
Part C: Details and conditions

The details and conditions in section 17 apply in respect of the Professional Wiring Isolation Charges Waiver described in section 3.

17. Professional Wiring Isolation Charges Waiver details and conditions

17.1 Details

(a) nbn waives, to the extent set out in item 14 of section 3, any Charges for Professional Wiring Isolation to the extent that they exceed the minimum charge of $225.

Note: The effect of this waiver is that for the period the waiver is effective in accordance with section 3, the Charge for a Professional Wiring Isolation will be $225.

17.2 Process to Claim

nbn will provide Customer this Professional Wiring Isolation Charges Waiver by omitting or listing as not payable the waived Professional Wiring Isolation Charge in Customer’s invoices.

Note: Customer does not need to submit any Credit/Rebate Claim Form in respect of this Waiver.
Part C: Details and conditions

The details and conditions in section 18 apply in respect of the Customer Managed Installation Rebate as described in section 3.

18. Customer Managed Installation – FTTC Rebate and nbn Professional Installation – FTTC Charge Full Waiver details and conditions

18.1 Customer Managed Installation – FTTC Rebate - details

(a) nbn is providing the following Rebate of certain costs associated with a Customer Managed Installation - FTTC:

(i) The Customer Managed Installation – FTTC Rebate amount will be $26.00 (excluding GST).

(ii) The Customer Managed Installation – FTTC Rebate will apply in the following circumstances:

   (A) upon a Successful Customer Activation - FTTC; and

   (B) upon a Failed Customer Activation - FTTC provided that the Activation Failure Rate – FTTC for the relevant calendar month in which the order is Completed is less than or equal to 1.5%.

(b) If the Activation Failure Rate – FTTC for the relevant calendar month exceeds 1.5%, the Customer Managed Installation – FTTC Rebate is not applicable to any Completed orders that result in a Failed Customer Activation – FTTC during that calendar month.

(c) In accordance with clause B2.5 of the Head Terms, nbn is entitled to recover, and Customer will repay, Customer Managed Installation – FTTC Rebates credited to Customers on Completed orders for Customer Managed Installations that result in Failed Customer Activations in respect of any calendar month during which the Activation Failure Rate exceeds 1.5%.

18.2 nbn Professional Installation – FTTC Charge Full Waiver - details

(a) nbn waives any Charge for an nbn Professional Installation - FTTC incurred by Customer in the relevant calendar month in respect of orders that result in a Failed Customer Activation - FTTC, provided that the Activation Failure Rate – FTTC in the relevant calendar month in which the order Completes is less than or equal to 1.5%.

(b) If the Activation Failure Rate – FTTC for the relevant calendar month exceeds 1.5%, all Charges for nbn Professional Installations - FTTC incurred in respect of Completed orders that result in a Failed Customer Activation- FTTC during that calendar month will be payable by the Customer.

18.3 Process to Claim

(a) nbn will apply the Customer Managed Installation – FTTC Rebate during the relevant calendar month in accordance this section 18 and the billing processes set out in the WBA.
Part C: Details and conditions

(b) nbn will provide Customer the nbn Professional Installation – FTTC Charge Full Waiver by omitting or listing as not payable the waived nbn Professional Installation – FTTC Charge in Customer’s invoices.

Note: Customer does not need to submit any Credit/Rebate Claim Form in respect of this rebate/waiver.

18.4 Applicable orders

The Customer Managed Installation – FTTC Rebate and the nbn Professional Installation – FTTC Charge Full Waiver apply to orders for nbn™ Ethernet (FTTC) where the Customer selects a Customer Managed Installation – FTTC.

18.5 Definitions

The following definitions apply to this section 18:

(a) Activation Failure Rate – FTTC means, for a calendar month:

(i) the total number of orders submitted by Customer that are Completed in the calendar month that result in Failed Customer Activations – FTTC;

as a percentage of:

(ii) the total number of orders submitted by Customer that are Completed in the calendar month that result in Failed Customer Activations - FTTC and Successful Customer Activations- FTTC.

For the avoidance of doubt, the order does not need to be submitted within the relevant calendar month;

(b) Failed Customer Activation - FTTC means:

(i) the Completion of an order for nbn™ Ethernet (FTTC) as a result of an nbn Professional Installation – FTTC following a failed Customer Managed Installation - FTTC where such failure is attributable to the act or omission of Customer, Downstream Service Provider or End User; or

(ii) the Completion of an order for nbn™ Ethernet (FTTC) following a Customer Managed Installation – FTTC; and

(c) Successful Customer Activation - FTTC means the Completion of an order for nbn™ Ethernet (FTTC) as a result of:

(i) a Customer Managed Installation - FTTC; or

(ii) an nbn Professional Installation – FTTC following a failed Customer Managed Installation – FTTC where such failure is not attributable to the act or omission of Customer, Downstream Service Provider or End User.
The details and conditions in section 19 apply in respect of the FTTC Subsequent Installation waiver as described in section 3.

19. **nbn** Professional Installation – FTTC Charge Partial Waiver

19.1 Details

If an **nbn** Professional Installation – FTTC Charge is payable by Customer, **nbn** waives, to the extent set out in item 16 of section 3, any Charges associated with an **nbn** Professional Installation – FTTC incurred by Customer to the extent that they exceed the minimum charge of $150.

19.2 Process to Claim

**nbn** will provide Customer this **nbn** Professional Installation – FTTC Charge Partial Waiver by omitting or listing as not payable the waived **nbn** Professional Installation – FTTC Charge in Customer’s invoices.

*Note: Customer does not need to submit any Credit/Rebate Claim Form in respect of this waiver.*
Part C: Details and conditions

The details and conditions in section 20 apply in respect of the High Bandwidth Bundles Discount described in section 3.

20. High Bandwidth Bundles Discount

20.1 Discounted charges

(a) Subject to the terms of this section 20, nbn will supply a Bundled CVC and associated AVC TC-4 Product Components (Bundled Components) in accordance with the discounted charges in the table below:

<table>
<thead>
<tr>
<th>AVC TC-4 downstream Mbps (PIR)</th>
<th>AVC TC-4 upstream Mbps (PIR)</th>
<th>nbn™ Network</th>
<th>Discounted charge per AVC TC-4 per Billing Period</th>
<th>CVC TC-4 symmetrical bandwidth inclusion (CIR) per AVC TC-4</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>1</td>
<td>Fibre, FTTB, FTTC, FTTN and HFC</td>
<td>$45.00</td>
<td>2 Mbps</td>
</tr>
<tr>
<td>25</td>
<td>5</td>
<td>Fibre, FTTB, FTTC, FTTN and HFC</td>
<td>$45.00</td>
<td>2 Mbps</td>
</tr>
<tr>
<td>25</td>
<td>5–10</td>
<td>FTTB, FTTC and FTTN</td>
<td>$45.00</td>
<td>2 Mbps</td>
</tr>
<tr>
<td>25</td>
<td>10</td>
<td>Fibre and HFC</td>
<td>$45.00</td>
<td>2 Mbps</td>
</tr>
<tr>
<td>25–50</td>
<td>5–20</td>
<td>FTTB, FTTC and FTTN</td>
<td>$45.00</td>
<td>2 Mbps</td>
</tr>
<tr>
<td>50</td>
<td>20</td>
<td>Fibre and HFC</td>
<td>$45.00</td>
<td>2 Mbps</td>
</tr>
<tr>
<td>25–100</td>
<td>5–40</td>
<td>FTTB, FTTC and FTTN</td>
<td>$65.00</td>
<td>2.5 Mbps</td>
</tr>
<tr>
<td>100</td>
<td>40</td>
<td>Fibre and HFC</td>
<td>$65.00</td>
<td>2.5 Mbps</td>
</tr>
<tr>
<td>250</td>
<td>100</td>
<td>Fibre</td>
<td>$100.00</td>
<td>2.5 Mbps</td>
</tr>
<tr>
<td>500</td>
<td>200</td>
<td>Fibre</td>
<td>$130.00</td>
<td>2.5 Mbps</td>
</tr>
<tr>
<td>1000</td>
<td>400</td>
<td>Fibre</td>
<td>$180.00</td>
<td>2.5 Mbps</td>
</tr>
</tbody>
</table>

Note: The CVC TC-4 bandwidth inclusion per AVC TC-4 in the table above is not automatically provisioned. Customer must first order a CVC TC-4 Product Component with a specific bandwidth profile and designate it as a "Bundled CVC". Customer may order any CVC TC-4 bandwidth profile available under the nbn™ Ethernet Product Description. Customer may then associate AVC TC-4 Product Components with that Bundled CVC.
Part C: Details and conditions

(b) For the purposes of this High Bandwidth Bundles Discount:

(i) a Bundled CVC is a CVC TC-4 Product Component that Customer has designated as a "Bundled CVC" during an ordering process for that CVC TC-4 Product Component;

(ii) a Basic CVC is a CVC TC-4 Product Component that Customer has either designated as a "Basic CVC", or has not designated as a "Bundled CVC", during an ordering process for that CVC TC-4 Product Component;

(iii) Ordered Bandwidth means, across a Billing Period in a CSA, the aggregate CVC TC-4 bandwidth capacity (in Mbps) ordered by Customer in respect of all Bundled CVCs in that CSA (with changes in capacity across that Billing Period accounted for on a pro-rata daily basis); and

(iv) Included Bandwidth means, across a Billing Period in a CSA, the aggregate CVC TC-4 bandwidth inclusions under section 20.1(a) (in Mbps) for all AVC TC-4 Bundled Components associated with all Bundled CVCs in that CSA (with changes in the aggregate of the inclusions across that Billing Period accounted for on a pro-rata daily basis).

(c) If, across a Billing Period in a CSA, the Ordered Bandwidth is equal to or less than the Included Bandwidth, no charge will apply in respect of the Bundled CVCs in that CSA separate to the charges for the associated AVC TC-4 Bundled Components set out in section 20.1(a).

(d) If, across a Billing Period in a CSA, the Ordered Bandwidth is more than the Included Bandwidth, nbn will charge Customer an Overage Charge calculated as follows:

\[
\text{Overage Charge} = 8 \times (\text{Ordered Bandwidth} - \text{Included Bandwidth})
\]

Note: The application and calculation of Overage Charges are subject to the terms of section 20.2.

Discount Example

At the commencement of a 30-day Billing Period in a CSA, Customer orders:

- a CVC TC-4 Product Component with a bandwidth profile of 400 Mbps and designates it as a "Bundled CVC" (Bundled CVC 1); and
- a second CVC TC-4 Product Component with a bandwidth profile of 400 Mbps and designates it as a "Bundled CVC" (Bundled CVC 2).

At the commencement of the Billing Period, Customer associates the following AVC TC-4 Product Components with those Bundled CVCs:

- Bundled CVC 1: 200 AVC TC-4s with a bandwidth profile of 50 Mbps downstream (PIR) and 20 Mbps upstream (PIR).
- Bundled CVC 2: 200 AVC TC-4s with a bandwidth profile of 50 Mbps downstream (PIR) and 20 Mbps upstream (PIR).
Throughout the Billing Period, no changes are made to the number of AVC TC-4 Product Components associated with either Bundled CVC or to the ordered capacity for Bundled CVC 1.

On day 7 of the Billing Period, Customer orders an additional 100 Mbps of capacity in respect of Bundled CVC 2. This means that, for the first 6 days of the Billing Period, Customer’s ordered bandwidth is 400 Mbps and for the remaining 24 days, Customer’s ordered bandwidth is 500 Mbps.

Accordingly, at the end of the Billing Period, Customer’s **Ordered Bandwidth** will be:

- Ordered bandwidth for Bundled CVC 1 = 400 Mbps
- Ordered bandwidth for Bundled CVC 2 = \( 400 \text{ Mbps} \times \frac{6}{30} + 500 \text{ Mbps} \times \frac{24}{30} = 480 \text{ Mbps} \)

**Total Ordered Bandwidth for the relevant CSA = 880 Mbps**

At the end of the Billing Period, Customer’s **Included Bandwidth** will be:

- Included bandwidth for Bundled CVC 1 = \((200 \times 2 \text{ Mbps}) = 400 \text{ Mbps}\)
- Included bandwidth for Bundled CVC 2 = \((200 \times 2 \text{ Mbps}) = 400 \text{ Mbps}\)

**Total Included Bandwidth for the relevant CSA = 800 Mbps**

In accordance with section 20.1(a), the discounted charge per Billing Period for the AVC TC-4 Bundled Components in that CSA will be:

- Charge for AVC TC-4 Bundled Components (Bundled CVC 1) = \((200 \times $45.00) = $9,000\)
- Charge for AVC TC-4 Bundled Components (Bundled CVC 2) = \((200 \times $45.00) = $9,000\)

**Total discounted charges for AVC TC-4 Bundled Components for the relevant CSA = $18,000**

The **Overage Charge** in the relevant Billing Period in respect of that CSA will be:

- **Overage Charge** = $8 \times (\text{Ordered Bandwidth} – \text{Included Bandwidth}) = $8 \times (880 \text{ Mbps} – 800 \text{ Mbps}) = $8 \times 80 \text{ Mbps} = $640

Accordingly, the total charges payable by Customer for the Bundled Components in that CSA under the terms of this High Bandwidth Bundles Discount in the relevant Billing Period will be:

$$18,000 + 640 = 18,640$$
20.2 Overage Charge Exceptions

(a) No Overage Charge will apply in respect of a CSA in a Billing Period if the Ordered Bandwidth is 300 Mbps or less.

(b) Without limiting section 20.2(a), Overage Charges will be waived until 31 October 2018 provided that, in each CSA, the Ordered Bandwidth does not exceed 200% of the Included Bandwidth during a Billing Period (Overage Waiver Condition).

(c) The following consequences will apply if Customer breaches the Overage Waiver Condition in respect of a CSA:

(i) if Customer breaches the Overage Waiver Condition in two consecutive Billing Periods (and Customer has not previously done so), nbn will, at the end of each of those Billing Periods, notify Customer that it has breached the Overage Waiver Condition; and

(ii) in any subsequent Billing Period in which Customer breaches the Overage Waiver Condition, nbn will charge Customer $8 per Mbps for each Mbps by which the Ordered Bandwidth exceeds 200% of the Included Bandwidth.

20.3 Ordered Products to which this Discount relates

(a) This High Bandwidth Bundles Discount only applies to Bundled Components of nbn™ Ethernet (Fibre), nbn™ Ethernet (FTTB), nbn™ Ethernet (FTTC), nbn™ Ethernet (FTTN) and nbn™ Ethernet (HFC).

(b) For clarity, this High Bandwidth Bundles Discount does not apply to any AVC TC-4 Product Components or CVC TC-4 capacity supplied in connection with nbn™ Ethernet (Wireless) or nbn™ Ethernet (Satellite).

(c) An order that associates an nbn™ Ethernet (Wireless) AVC TC-4 Product Component with a Bundled CVC will be regarded as a defective order and may be rejected by nbn in accordance with section 4.5.1.6 of the WBA Operations Manual.

20.4 Aggregate comparison to nbn™ Ethernet Price List charges

(a) Customer may, providing relevant details, raise a Billing Dispute if Customer considers that the application of this High Bandwidth Bundles Discount results in the total charges to Customer in respect of a Billing Period being greater than the total charges that would have applied in respect of that Billing Period if the Bundled Components were invoiced at the corresponding recurring Charges for those Product Components in the nbn™ Ethernet Price List (without the application of any Discount, Credit or Rebate in the Discounts, Credits and Rebates List).

(b) If a Billing Dispute under 20.4(a) is resolved in Customer’s favour, nbn will adjust Customer’s invoice (or credit a future invoice) by an amount equal to the difference between the total charges in respect of the relevant Billing Period and the total charges that would have applied in respect of that Billing Period if the Bundled Components were invoiced at the corresponding recurring Charges for those Product Components in the nbn™ Ethernet Price List (without the application of any Discount, Credit or Rebate in the Discounts, Credits and Rebates List).
20.5 CVC Utilisation Conditions

(a) To obtain this High Bandwidth Bundles Discount, Customer must ensure that:

(i) no more than 15% of Bundled CVCs exceed an average data throughput of 95% of the provisioned CIR (Mbps) for 7 hours in any 7 day period (measured on a rolling 7 day basis); and

(ii) no more than 5% of Bundled CVCs exceed an average data throughput of 95% of the provisioned CIR (Mbps) for 14 hours in any 7 day period (measured on a rolling 7 day basis),

(each, a CVC Utilisation Condition).

(b) The following consequences will apply if Customer breaches any CVC Utilisation Condition:

(i) if Customer breaches a CVC Utilisation Condition in two consecutive Billing Periods (and Customer has not previously done so), nbn will, at the end of each of those Billing Periods, notify Customer that it has breached a CVC Utilisation Condition; and

(ii) in any subsequent Billing Period in which Customer breaches a CVC Utilisation Condition, Customer’s Bundled Components will be invoiced at the recurring Charges for those Product Components in the nbn™ Ethernet Price List (without the application of any Discount, Credit or Rebate in the Discounts, Credits and Rebates List).

(c) For the purposes of section 20.5(b), a breach of a CVC Utilisation Condition is deemed to occur on the final day of the 7 day period during which Customer does not comply with the CVC Utilisation Condition.

Example: If a 7 day period during which Customer breaches a CVC Utilisation Condition falls into two Billing Periods (i.e. the first part of the 7 day period is in one Billing Period and the last part of the 7 day period is in the next Billing Period), the breach will be deemed to have occurred in the later Billing Period, as the final day of the 7 day period is in this Billing Period.

20.6 Calculation of Enhanced Fault Rectification Rebate

For the purposes of calculating the Enhanced Fault Rectification Rebate in section 9.3 of the nbn™ Ethernet Service Levels Schedule if it applies to an AVC TC-4 Bundled Component, the relevant recurring Charges in respect of that AVC TC-4 Bundled Component are those in the nbn™ Ethernet Price List (notwithstanding that such recurring Charges will not be invoiced for that AVC TC-4 Bundled Component due to the operation of this High Bandwidth Bundles Discount).

20.7 Interaction with other Discounts, Credits and Rebates

(a) The following Discounts, Credits and Rebates will not apply to any Product Components to the extent that this High Bandwidth Bundles Discount applies to those Product Components:

Discounts, Credits and Rebates List
Part C: Details and conditions

(i) subject to section 20.7(c), the 50 Kbps CVC Credit;
(ii) the CVC Transitional Pricing Credit;
(iii) the Dimension Based CVC Discount;
(iv) the CVC Boost Credit; and
(v) the F50 Credit.

(b) If a Product Component is only a Bundled Component for part of a Billing Period:

(i) the charges in section 20.1 will apply to the Product Component for that part of the Billing Period on a pro-rata daily basis; and

(ii) subject to sections 20.7(c) and 20.7(f)(ii), for any other part of the Billing Period, the Product Component will be subject to the Charges that apply under the WBA (with the application of any relevant Discounts, Credits or Rebates in the Discounts, Credits and Rebates List, except for this High Bandwidth Bundles Discount), applied on a pro-rata daily basis.

(c) For the purposes of calculating the 50 Kbps CVC Credit payable in respect of a CVC TC-4 Product Component in any Billing Period in which it transitions between being a Basic CVC and a Bundled CVC (or vice versa):

(i) the amount of the 50 Kbps CVC Credit will not be pro-rated due to the transition;

(ii) the relevant number of AVC TC-4 Product Components associated with that CVC TC-4 Product Component will be the maximum number of associated AVC TC-4 Product Components during any time in that Billing Period in which the CVC TC-4 Product Component was a Basic CVC; and

(iii) the amount of the Credit will be capped at the total recurring Charges that apply in respect of that CVC TC-4 Product Component (excluding the application of the 50 Kbps CVC Credit) in respect of that part of the Billing Period in which it was a Basic CVC.

(d) For the purposes of the CVC Transitional Pricing Credit, Serviceable Premises at which nbn supplies an AVC TC-4 Bundled Component will be taken into account when calculating whether the number of Serviceable Premises in a CSA exceeds 30,000.

(e) For the purposes of the Dimension Based CVC Discount and the CVC Boost Credit:

(i) the CVC TC-4 capacity ordered by Customer in respect of Bundled CVCs will be excluded in determining the daily total CVC TC-4 capacity ordered by Customer across all relevant CSAs; and

(ii) the number of AVC TC-4 Bundled Components ordered by Customer will be excluded in determining the daily total number of AVC TC-4 Product Components ordered by Customer in the relevant CSAs.
Part C: Details and conditions

(f) If Customer modifies a CVC TC-4 Product Component from being a Bundled CVC to being a Basic CVC, the following Discounts, Credits and Rebates will not apply to that CVC TC-4 Product Component or any associated AVC TC-4 Product Components from the date of that modification:

(i) this High Bandwidth Bundles Discount; and

(ii) the F50 Credit.

20.8 Extensions, withdrawals and variations

(a) Without limiting sections 20.8(b) and 20.8(c), nbn may withdraw, suspend or amend this High Bandwidth Bundles Discount on 6 months’ prior notice to Customer.

(b) nbn may extend the availability period of this High Bandwidth Bundles Discount on 10 Business Days’ prior notice to Customer.

(c) nbn may withdraw, suspend or amend this High Bandwidth Bundles Discount immediately, in order to comply with any lawful order, instruction or request of a Regulator or Government Agency.

20.9 Process to Claim

nbn will automatically apply this High Bandwidth Bundles Discount.

>Note: Customer does not need to submit any Credit/Rebate Claim Form in respect of this Discount.
The details and conditions in section 21 apply in respect of the Fixed Wireless Bundles Discount described in section 3.

21. Fixed Wireless Bundles Discount

21.1 Discounted charges

(a) Subject to the terms of this section 21, nbn will supply the following AVC TC-4 Product Components in accordance with the discounted charges in the table below:

<table>
<thead>
<tr>
<th>AVC TC-4 downstream Mbps (PIR)</th>
<th>AVC TC-4 upstream Mbps (PIR)</th>
<th>nbn™ Network</th>
<th>Discounted charge per AVC TC-4 per Billing Period</th>
<th>CVC TC-4 symmetrical bandwidth inclusion (CIR) per AVC TC-4</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>1</td>
<td>Wireless</td>
<td>$45.00</td>
<td>2 Mbps</td>
</tr>
<tr>
<td>25</td>
<td>5</td>
<td>Wireless</td>
<td>$45.00</td>
<td>2 Mbps</td>
</tr>
<tr>
<td>25–50</td>
<td>5–20</td>
<td>Wireless</td>
<td>$45.00</td>
<td>2 Mbps</td>
</tr>
</tbody>
</table>

*Table 1: Discounted charges for Wireless Bundled AVCs*

(b) The discounted charges set out in Table 1 will only apply in respect of an AVC TC-4 Product Component if the AVC TC-4 Product Component is associated with a Bundled CVC (each such AVC TC-4 Product Component, a *Wireless Bundled AVC*).

*Note:* The CVC TC-4 bandwidth inclusion per AVC TC-4 in Table 1 is not automatically provisioned. Customer may order any CVC TC-4 bandwidth profile available under the nbn™ Ethernet Product Description in respect of a Bundled CVC to which Wireless Bundled AVCs are associated. This CVC TC-4 bandwidth profile will be available to be used collectively by all Bundled AVCs associated with that Bundled CVC, including Wireless Bundled AVCs.

(c) Notwithstanding section 20.3(c) of the High Bandwidth Bundles Discount, any of the AVC TC-4 Product Components set out in Table 1 may be associated with a Bundled CVC, whether that Bundled CVC only has Wireless Bundled AVCs associated with it or has other Bundled AVCs associated with it.

(d) If Customer orders a Wireless Bundled AVC in accordance with this Fixed Wireless Bundles Discount, no charge will apply to the CVC TC-4 bandwidth inclusion per Wireless Bundled AVC separate to the charges for the Wireless Bundled AVC set out in Table 1.

(e) For the purposes of this Fixed Wireless Bundles Discount:

   (i) *Basic CVC* has the meaning given to that term in section 20.1(b)(i) of the High Bandwidth Bundles Discount;
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(ii) **Bundled AVC** means any of:

(A) a Wireless Bundled AVC;

(B) an AVC TC-4 Product Component ordered under the terms of the High Bandwidth Bundles Discount; or

(C) any other AVC TC-4 Product Component associated with a Bundled CVC under the terms of a discount, credit or rebate in this DCR List; and

(iii) **Bundled CVC** has the meaning given to that term in section 20.1(b)(i) of the High Bandwidth Bundles Discount.

21.2 Overage Charges and Overage Waiver Condition

(a) If Customer obtains supply of any Wireless Bundled AVC in any CSA at any time during a Billing Period:

(i) Customer will only be liable to pay Overage Charges in respect of that CSA in accordance with the terms of this section 21.2; and

(ii) sections 20.1(d) and 20.2 will not apply in respect of that CSA.

(b) For the purposes of this section 21.2:

(i) **Included Bandwidth** means, across a Billing Period in a CSA, the aggregate CVC TC-4 bandwidth inclusions (in Mbps) for all Bundled AVCs associated with all Bundled CVCs in that CSA (with changes in the aggregate of the inclusions across that Billing Period accounted for on a pro-rata daily basis); and

(ii) **Ordered Bandwidth** means, across a Billing Period in a CSA, the aggregate CVC TC-4 bandwidth capacity (in Mbps) ordered by Customer in respect of all Bundled CVCs in that CSA (with changes in capacity across that Billing Period accounted for on a pro-rata daily basis).

(c) Subject to the terms of this section 21.2, if, across a Billing Period in a CSA, the Ordered Bandwidth is more than the Included Bandwidth, nbn will charge Customer an **Overage Charge** calculated as follows:

\[
\text{Overage Charge} = 8 \times (\text{Ordered Bandwidth} - \text{Included Bandwidth})
\]

(d) No Overage Charge will apply in respect of a CSA in a Billing Period if the Ordered Bandwidth is 300 Mbps or less.

(e) Without limiting section 21.2(d), Overage Charges will be waived until 31 October 2018 provided that, in each CSA, the Ordered Bandwidth does not exceed 200% of the Included Bandwidth during a Billing Period (**Overage Waiver Condition**).

(f) The following consequences will apply if Customer breaches the Overage Waiver Condition in respect of a CSA:
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(i) if Customer breaches the Overage Waiver Condition in two consecutive Billing Periods (and Customer has not previously done so), nbn will, at the end of each of those Billing Periods, notify Customer that it has breached the Overage Waiver Condition; and

(ii) in any subsequent Billing Period in which Customer breaches the Overage Waiver Condition, nbn will charge Customer $8 per Mbps for each Mbps by which the Ordered Bandwidth exceeds 200% of the Included Bandwidth.

(g) If Customer breaches the Overage Waiver Condition in respect of a CSA in a Billing Period under the High Bandwidth Bundles Discount before this Fixed Wireless Bundles Discount applied in respect of that CSA, the breach will be counted as having been a breach of the Overage Waiver Condition under section 21.2(e) for the purpose of applying section 21.2(f).

Note: The effect of section 21.2(g) is that:

- if Customer has breached the Overage Waiver Condition under the High Bandwidth Bundles Discount in respect of a CSA in the Billing Period immediately prior to obtaining supply of a Wireless Bundled AVC, and then breaches the Overage Waiver Condition in respect of that same CSA in the first Billing Period in which Customer obtains supply of a Wireless Bundled CVC, Customer will be considered to have been in breach of the Overage Waiver Condition in two consecutive Billing Periods and the consequences in section 21.2(f) will apply; and

- if Customer has breached the Overage Waiver Condition in respect of a CSA in two consecutive Billing Periods under the High Bandwidth Bundles Discount, nbn will charge Customer $8 per Mbps for each Mbps by which the Ordered Bandwidth exceeds 200% of the Included Bandwidth under the terms of section 21.2(f)(ii), from the first Billing Period in which Customer obtains supply of a Wireless Bundled AVC and this Fixed Wireless Discount applies to that Customer.

21.3 Ordered Products to which this Discount relates

(a) The Fixed Wireless Bundles Discount only applies to Wireless Bundled AVCs of nbn™ Ethernet (Wireless).

(b) For clarity, the Fixed Wireless Bundles Discount does not apply to any AVC TC-4 Product Components or CVC TC-4 capacity supplied in connection with nbn™ Ethernet (Fibre), nbn™ Ethernet (FTTB), nbn™ Ethernet (FTTC), nbn™ Ethernet (FTTN), nbn™ Ethernet (HFC) or nbn™ Ethernet (Satellite).

21.4 Aggregate comparison to nbn™ Ethernet Price List charges

(a) Customer may, providing relevant details, raise a Billing Dispute if Customer considers that the application of this Fixed Wireless Bundles Discount and the High Bandwidth Bundles Discount results in the total charges to Customer in respect of a Billing Period being greater than the total charges that would have applied in respect of that Billing Period if the Product Components subject to this Fixed Wireless Bundles Discount and the High Bandwidth Bundles Discount were invoiced at the corresponding recurring Charges for those Product Components in the nbn™ Ethernet Price List (without the application of any Discount, Credit or Rebate in the Discounts, Credits and Rebates List).

(b) If a Billing Dispute under section 21.4(a) is resolved in Customer’s favour, nbn will adjust Customer’s invoice (or credit a future invoice) by an amount equal to the difference between the total charges in respect of the relevant Billing Period and the total charges that would have applied
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in respect of that Billing Period if the Product Components subject to this Fixed Wireless Bundles Discount and the High Bandwidth Bundles Discount were invoiced at the corresponding recurring Charges for those Product Components in the nbn™ Ethernet Price List (without the application of any Discount, Credit or Rebate in the Discounts, Credits and Rebates List).

21.5 CVC Utilisation Conditions

(a) If Customer obtains supply of any Wireless Bundled AVCs in any part of a Billing Period, the terms of this section 21.5 will apply in respect of all Bundled CVCs supplied to Customer in that Billing Period, and section 20.5(b) of the High Bandwidth Bundles Discount will not apply in that Billing Period.

(b) To obtain this Fixed Wireless Bundles Discount and the High Bandwidth Bundles Discount (if applicable), Customer must ensure that:

(i) no more than 15% of Bundled CVCs exceed an average data throughput of 95% of the provisioned CIR (Mbps) for 7 hours in any 7 day period (measured on a rolling 7 day basis); and

(ii) no more than 5% of Bundled CVCs exceed an average data throughput of 95% of the provisioned CIR (Mbps) for 14 hours in any 7 day period (measured on a rolling 7 day basis),

(each, a CVC Utilisation Condition).

(c) The following consequences will apply if Customer breaches any CVC Utilisation Condition:

(i) if Customer breaches a CVC Utilisation Condition in two consecutive Billing Periods (and Customer has not previously done so), nbn will, at the end of each of those Billing Periods, notify Customer that it has breached a CVC Utilisation Condition; and

(ii) in any subsequent Billing Period in which Customer breaches a CVC Utilisation Condition, Customer’s Bundled AVCs and Bundled CVCs will be invoiced at the recurring Charges for those Product Components in the nbn™ Ethernet Price List (without the application of any Discount, Credit or Rebate in the Discounts, Credits and Rebates List).

(d) For the purposes of section 21.5(c), a breach of a CVC Utilisation Condition is deemed to occur on the final day of the 7 day period during which Customer does not comply with the CVC Utilisation Condition.

Example: If a 7 day period during which Customer breaches a CVC Utilisation Condition falls into two Billing Periods (i.e. the first part of the 7 day period is in one Billing Period and the last part of the 7 day period is in the next Billing Period), the breach will be deemed to have occurred in the later Billing Period, as the final day of the 7 day period is in this Billing Period.

(e) If Customer breaches a CVC Utilisation Condition in a Billing Period under the High Bandwidth Bundles Discount before this Fixed Wireless Bundles Discount applied in respect of any supply to Customer, that breach will be counted as having been a breach of the corresponding CVC Utilisation Condition under section 21.5(b) for the purpose of applying sections 21.5(c) and 21.5(d).
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**Note:** The effect of section 21.5(e) is that:

- if Customer has breached a CVC Utilisation Condition under the High Bandwidth Bundles Discount in the Billing Period immediately prior to obtaining supply of a Wireless Bundled AVC, and then breaches a CVC Utilisation Condition in the first Billing Period in which Customer obtains supply of a Wireless Bundled CVC (i.e. under the terms of section 21.5(b)), Customer will be considered to have been in breach of a CVC Utilisation Condition in two consecutive Billing Periods and the consequences in section 21.5(c) will apply; and

- if Customer has breached a CVC Utilisation Condition in two consecutive Billing Periods under the High Bandwidth Bundles Discount, Customer's Bundled CVCs and Bundled AVCs (including, but not limited to, Wireless Bundled AVCs) will be invoiced at the recurring Charges for those Product Components in the nbn™ Ethernet Price List, without the application of any Discount, Credit or Rebate in the Discounts, Credits and Rebates List, from the first Billing Period in which this Fixed Wireless Bundles Discount applies (i.e. the discounted charges in Table 1 will never apply to Wireless Bundled AVCs).

21.6 Calculation of Enhanced Fault Rectification Rebate

For the purposes of calculating the Enhanced Fault Rectification Rebate in section 9.3 of the nbn™ Ethernet Service Levels Schedule if it applies to a Wireless Bundled AVC, the relevant recurring Charges in respect of that Wireless Bundled AVC are those in the nbn™ Ethernet Price List (notwithstanding that such recurring Charges will not be invoiced for that Wireless Bundled AVC due to the operation of this Fixed Wireless Bundles Discount).

21.7 Interaction with other Discounts, Credits and Rebates

(a) The following Discounts, Credits and Rebates will not apply to any Product Components to the extent that this Fixed Wireless Bundles Discount applies to those Product Components:

(i) subject to section 21.7(c), the 50 Kbps CVC Credit;

(ii) the CVC Transitional Pricing Credit;

(iii) the Dimension Based CVC Discount; and

(iv) the CVC Boost Credit.

(b) If an AVC TC-4 Product Component is only a Wireless Bundled AVC for part of a Billing Period:

(i) the charges in section 21.1 will apply to the Product Component for that part of the Billing Period on a pro-rata daily basis; and

(ii) subject to section 21.7(c), for any other part of the Billing Period, the Product Component will be subject to the Charges that apply under the WBA (with the application of any relevant Discounts, Credits or Rebates in the Discounts, Credits and Rebates List, except for this Fixed Wireless Bundles Discount), applied on a pro-rata daily basis.
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(c) For the purposes of calculating the 50 Kbps CVC Credit payable in respect of a CVC TC-4 Product Component in any Billing Period in which it transitions between being a Basic CVC and a Bundled CVC (or vice versa):

(i) the amount of the 50 Kbps CVC Credit will not be pro-rated due to the transition;
(ii) the relevant number of AVC TC-4 Product Components associated with that CVC TC-4 Product Component will be the maximum number of associated AVC TC-4 Product Components during any time in that Billing Period in which the CVC TC-4 Product Component was a Basic CVC; and
(iii) the amount of the Credit will be capped at the total recurring Charges that apply in respect of that CVC TC-4 Product Component (excluding the application of the 50 Kbps CVC Credit) in respect of that part of the Billing Period in which it was a Basic CVC.

(d) For the purposes of the CVC Transitional Pricing Credit, Serviceable Premises at which nbn supplies a Wireless Bundled AVC will be taken into account when calculating whether the number of Serviceable Premises in a CSA exceeds 30,000.

(e) For the purposes of the Dimension Based CVC Discount and the CVC Boost Credit, the number of Wireless Bundled AVCs ordered by Customer will be excluded in determining the daily total number of AVC TC-4 Product Components ordered by Customer in the relevant CSAs:

(i) the CVC TC-4 capacity ordered by Customer in respect of Bundled CVCs will be excluded in determining the daily total CVC TC-4 capacity ordered by Customer across all relevant CSAs;
(ii) the number of Wireless Bundled AVCs ordered by Customer will be excluded in determining the daily total number of AVC TC-4 Product Components ordered by Customer in the relevant CSAs.

(f) If Customer modifies a CVC TC-4 Product Component from being a Bundled CVC to being a Basic CVC, the following Discounts, Credits and Rebates will not apply to that CVC TC-4 Product Component or any associated AVC TC-4 Product Components from the date of that modification:

(i) this Fixed Wireless Bundles Discount;
(ii) the High Bandwidth Bundles Discount; and
(iii) the F50 Credit.

21.8 Extensions, withdrawals and variations

(a) Without limiting sections 21.8(b) and 21.8(c), nbn may withdraw, suspend or amend this Fixed Wireless Bundles Discount on 6 months’ prior notice to Customer.

(b) nbn may extend the availability period of this Fixed Wireless Bundles Discount on 10 Business Days’ prior notice to Customer.
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(c) **nbn** may withdraw, suspend or amend this Fixed Wireless Bundles Discount immediately, in order to comply with any lawful order, instruction or request of a Regulator or Government Agency.

21.9 **Process to Claim**

**nbn** will automatically apply the Fixed Wireless Bundles Discount.

*Note: Customer does not need to submit any Credit/Rebate Claim Form in respect of this Discount.*
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The details and conditions in section 22 apply in respect of the Entry Level Bundles Discount described in section 3.

22. Entry Level Bundles Discount

22.1 Discounted charges

(a) Subject to the terms of this section 22, nbn will supply the following AVC TC-4 Product Components (ELB Eligible AVCs) in accordance with the discounted charges in the table below:

<table>
<thead>
<tr>
<th>AVC TC-4 downstream Mbps (PIR)</th>
<th>AVC TC-4 upstream Mbps (PIR)</th>
<th>nbn™ Network</th>
<th>Discounted charge per AVC TC-4 per Billing Period</th>
<th>CVC TC-4 symmetrical bandwidth inclusion (CIR) per AVC TC-4</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>1</td>
<td>Fibre, FTTB, FTTC, FTTN and HFC</td>
<td>$22.50</td>
<td>0.15 Mbps</td>
</tr>
</tbody>
</table>

Table 1: Discounted charges for Entry Level AVCs

(b) The discounted charges set out in Table 1 will only apply in respect of an ELB Eligible AVC if Customer associates that ELB Eligible AVC with a Bundled CVC (Entry Level AVC).

(c) If Customer orders an Entry Level AVC in accordance with this Entry Level Bundles Discount, no charge will apply to the CVC TC-4 bandwidth inclusion per Entry Level AVC separate to the charges for the Entry Level AVC set out in Table 1.

Notes:

1. The CVC TC-4 bandwidth inclusion per AVC TC-4 in Table 1 is not automatically provisioned. Customer will be able to order any CVC TC-4 bandwidth profile available under the nbn™ Ethernet Product Description in respect of a Bundled CVC to which Entry Level AVCs are associated. This CVC TC-4 bandwidth profile will be available to be used collectively by all Bundled AVCs associated with that Bundled CVC, including Entry Level AVCs.

2. nbn will not prevent Entry Level AVCs from accessing any part of the CVC TC-4 bandwidth that is ordered in respect of an associated Bundled CVC. However, such access by an Entry Level AVC may affect the effective discounted charge under, or availability of, this Entry Level Bundles Discount. See sections 22.2 and 22.3.

(d) For the purposes of this Entry Level Bundles Discount:

(i) Basic CVC has the meaning given to that term in section 20.1(b)(ii) of the High Bandwidth Bundles Discount;

(ii) Bundled AVC means any of:
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(A) an Entry Level AVC;
(B) a Wireless Bundled AVC as defined in the Fixed Wireless Bundles Discount;
(C) an AVC TC-4 Product Component ordered under the terms of the High Bandwidth Bundles Discount; or
(D) any other AVC TC-4 Product Component associated with a Bundled CVC under the terms of a discount, credit or rebate in this DCR List;

(iii) Bundled CVC has the meaning given to that term in section 20.1(b)(i) of the High Bandwidth Bundles Discount; and
(iv) Entry Level AVC has the meaning set out in section 22.1(b).

22.2 Consequences of exceeding CVC bandwidth inclusions

(a) Without limiting section 22.3(c), if, across a Billing Period in respect of a Bundled CVC, the Average Monthly Peak ELB Bandwidth Usage is greater than 0.15 Mbps, then, at the end of the subsequent Billing Period, Customer must pay to nbn an additional amount of $22.50 in respect of each Entry Level AVC associated with that Bundled CVC in the first Billing Period (pro-rated on a daily basis to the extent that an Entry Level AVC was associated with the Bundled CVC for only part of that first Billing Period).

(b) For the purposes of this section 22.2:

(i) Average Monthly Peak ELB Bandwidth Usage means, across a Billing Period in respect of a Bundled CVC, the aggregate of all Average Daily Peak ELB Bandwidth Usage, divided by the number of days in that Billing Period;

(ii) Average Daily Peak ELB Bandwidth Usage means, in respect of a Bundled CVC in a day, the relevant Daily Peak ELB Bandwidth Usage, divided by the number of Entry Level AVCs associated with that Bundled CVC at the end of that day; and

(iii) Daily Peak ELB Bandwidth Usage means, in respect of a Bundled CVC in a day, the highest aggregate download usage by all associated Entry Level AVCs in any 30 minute period on that day (as recorded by or on behalf of nbn, and expressed in Mb), divided by 1800 (seconds).

Excess peak usage example

At the commencement of a 3-day Billing Period, Customer has the following Bundled CVCs and associated Entry Level AVCs:

- Bundled CVC 1: 100 Entry Level AVCs
- Bundled CVC 2: 150 Entry Level AVCs
On **day 1** of the Billing Period:

Customer’s **Daily Peak ELB Bandwidth Usage** is as follows:

- Bundled CVC 1: 25,200 Mb (download usage recorded 7:00pm—7:30pm) ÷ 1800 seconds = 14 Mbps
- Bundled CVC 2: 45,900 Mb (download usage recorded 8:30pm—9:00pm) ÷ 1800 seconds = 25.5 Mbps

Customer’s **Average Daily Peak ELB Bandwidth Usage** is as follows:

- Bundled CVC 1: 14 Mbps (Daily Peak ELB Bandwidth Usage) ÷ 100 (AVCs) = 0.14 Mbps
- Bundled CVC 2: 25.5 Mbps (Daily Peak ELB Bandwidth Usage) ÷ 150 (AVCs) = 0.17 Mbps

On **day 2** of the Billing Period:

Customer associates an additional 50 Entry Level AVCs with Bundled CVC 2 with no change to Bundled CVC 1.

Customer’s **Daily Peak ELB Bandwidth Usage** is as follows:

- Bundled CVC 1: 28,800 Mb (download usage recorded 3:30pm—4:00pm) ÷ 1800 seconds = 16 Mbps
- Bundled CVC 2: 55,800 Mb (download usage recorded 9:00pm—9:30pm) ÷ 1800 seconds = 31 Mbps

Customer’s **Average Daily Peak ELB Bandwidth Usage** is as follows:

- Bundled CVC 1: 16 Mbps (Daily Peak ELB Bandwidth Usage) ÷ 100 (AVCs) = 0.16 Mbps
- Bundled CVC 2: 31 Mbps (Daily Peak ELB Bandwidth Usage) ÷ 200 (AVCs) = 0.155 Mbps

On **day 3** of the Billing Period:

There is no change to the number of Entry Level AVCs associated with Bundled CVC 1 or Bundled CVC 2.

Customer’s **Daily Peak ELB Bandwidth Usage** is as follows:

- Bundled CVC 1: 21,600 Mb (download usage recorded 7:30pm—8:00pm) ÷ 1800 seconds = 12 Mbps
- Bundled CVC 2: 52,200 Mb (download usage recorded 6:30pm—7:00pm) ÷ 1800 seconds = 29 Mbps
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Customer’s **Average Daily Peak ELB Bandwidth Usage** is as follows:

- Bundled CVC 1: 12 Mbps (Daily Peak ELB Bandwidth Usage) ÷ 100 (AVCs) = 0.12 Mbps
- Bundled CVC 2: 29 Mbps (Daily Peak ELB Bandwidth Usage) ÷ 200 (AVCs) = 0.145 Mbps

At the end of the Billing Period:

Customer’s **Average Monthly Peak ELB Bandwidth Usage** is as follows:

- Bundled CVC 1: 0.14 + 0.16 + 0.12 (sum of each Average Daily Peak ELB Bandwidth Usage) ÷ 3 (days) = 0.14 Mbps
- Bundled CVC 2: 0.17 + 0.155 + 0.145 (sum of each Average Daily Peak ELB Bandwidth Usage) ÷ 3 (days) = 0.157 Mbps

The Average Monthly Peak ELB Bandwidth Usage for Bundled CVC 1 is less than (or equal to) 0.15 Mbps, so no further amount is payable by Customer under section 22.2.

The Average Monthly Peak ELB Bandwidth Usage for Bundled CVC 2 is greater than 0.15 Mbps, so a further amount is payable by Customer under section 22.2 at the end of the next Billing Period, as follows:

$22.50 x 150 (Entry Level AVCs associated with Bundled CVC 2 throughout the Billing Period) + $22.50 x 50 (other Entry Level AVCs) x \( \frac{3}{2} \) (days of the Billing Period for which the Entry Level AVCs were associated with Bundled CVC 2) = $3,375 + $750 = $4,125.

### 22.3 Overage Charges and Overage Waiver Condition

(a) If Customer obtains supply of any Entry Level AVC in any CSA at any time during a Billing Period:

(i) Customer will only be liable to pay Overage Charges in respect of that CSA in accordance with the terms of this section 22.3; and

(ii) sections 20.1(d), 20.2 and 21.2 will not apply in respect of that CSA.

(b) For the purposes of this section 22.3:

(i) **Included Bandwidth** means, across a Billing Period in a CSA, the aggregate CVC TC-4 bandwidth inclusions (in Mbps) for all Bundled AVCs associated with all Bundled CVCs in that CSA (with changes in the aggregate of the inclusions across that Billing Period accounted for on a pro-rata daily basis); and
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(ii) **Ordered Bandwidth** means, across a Billing Period in a CSA, the aggregate CVC TC-4 bandwidth capacity (in Mbps) ordered by Customer in respect of all Bundled CVCs in that CSA (with changes in capacity across that Billing Period accounted for on a pro-rata daily basis).

(c) Subject to the terms of this section 22.3, if, across a Billing Period in a CSA, the Ordered Bandwidth is more than the Included Bandwidth, **nbn** will charge Customer an **Overage Charge** calculated as follows:

\[
\text{Overage Charge} = 8 \times (\text{Ordered Bandwidth} - \text{Included Bandwidth})
\]

(d) No Overage Charge will apply in respect of a CSA in a Billing Period if the Ordered Bandwidth is 300 Mbps or less.

(e) Without limiting section 22.3(d), Overage Charges will be waived until 31 October 2018 provided that, in each CSA, the Ordered Bandwidth does not exceed 200% of the Included Bandwidth during a Billing Period (**Overage Waiver Condition**).

(f) The following consequences will apply if Customer breaches the Overage Waiver Condition in respect of a CSA:

(i) if Customer breaches the Overage Waiver Condition in two consecutive Billing Periods (and Customer has not previously done so), **nbn** will, at the end of each of those Billing Periods, notify Customer that it has breached the Overage Waiver Condition; and

(ii) in any subsequent Billing Period in which Customer breaches the Overage Waiver Condition, **nbn** will charge Customer $8 per Mbps for each Mbps by which the Ordered Bandwidth exceeds 200% of the Included Bandwidth.

(g) If Customer breaches the Overage Waiver Condition in respect of a CSA in a Billing Period under the High Bandwidth Bundles Discount or Fixed Wireless Bundles Discount before this Entry Level Bundles Discount applied in respect of that CSA, the breach will be counted as having been a breach of the Overage Waiver Condition under section 22.3(e) for the purpose of applying section 22.3(f).

**Note:** The effect of section 22.3(g) is that:

- if Customer has breached the Overage Waiver Condition under the High Bandwidth Bundles Discount or Fixed Wireless Bundles Discount in respect of a CSA in the Billing Period immediately prior to obtaining supply of an Entry Level AVC, and then breaches the Overage Waiver Condition in respect of that same CSA in the first Billing Period in which Customer obtains supply of an Entry Level AVC, Customer will be considered to have been in breach of the Overage Waiver Condition in two consecutive Billing Periods and the consequences in section 22.3(f) will apply; and

- if Customer has breached the Overage Waiver Condition in respect of a CSA in two consecutive Billing Periods under the High Bandwidth Bundles Discount or Fixed Wireless Bundles Discount (as applicable), **nbn** will charge Customer $8 per Mbps for each Mbps by which the Ordered Bandwidth exceeds 200% of the Included Bandwidth under the terms of section 22.3(f)(ii), from the first Billing Period in which Customer obtains supply of an Entry Level AVC and this Entry Level Bundles Discount applies to that Customer.
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22.4 Ordered Products to which this Discount relates

(a) The Entry Level Bundles Discount only applies to Entry Level AVCs of nbn™ Ethernet (Fibre), nbn™ Ethernet (FTTB), nbn™ Ethernet (FTTC), nbn™ Ethernet (FTTN) and nbn™ Ethernet (HFC).

(b) For clarity, the Entry Level Bundles Discount does not apply to any AVC TC-4 Product Components, or CVC TC-4 capacity, supplied in connection with nbn™ Ethernet (Wireless) or nbn™ Ethernet (Satellite).

22.5 Aggregate comparison to nbn™ Ethernet Price List charges

(a) Customer may, providing relevant details, raise a Billing Dispute if Customer considers that the application of this Entry Level Bundles Discount, the High Bandwidth Bundles Discount and the Fixed Wireless Bundles Discount results in the total charges to Customer in respect of a Billing Period being greater than the total charges that would have applied in respect of that Billing Period if the Product Components subject to this Entry Level Bundles Discount, the High Bandwidth Bundles Discount and the Fixed Wireless Bundles Discount were invoiced at the corresponding recurring Charges for those Product Components in the nbn™ Ethernet Price List (without the application of any Discount, Credit or Rebate in the Discounts, Credits and Rebates List).

(b) If a Billing Dispute under section 22.5(a) is resolved in Customer’s favour, nbn will adjust Customer’s invoice (or credit a future invoice) by an amount equal to the difference between the total charges in respect of the relevant Billing Period and the total charges that would have applied in respect of that Billing Period if the Product Components subject to this Entry Level Bundles Discount, the High Bandwidth Bundles Discount and the Fixed Wireless Bundles Discount were invoiced at the corresponding recurring Charges for those Product Components in the nbn™ Ethernet Price List (without the application of any Discount, Credit or Rebate in the Discounts, Credits and Rebates List).

22.6 Calculation of Enhanced Fault Rectification Rebate

For the purposes of calculating the Enhanced Fault Rectification Rebate in section 9.3 of the nbn™ Ethernet Service Levels Schedule if it applies to an Entry Level AVC, the relevant recurring Charges in respect of that Entry Level AVC are those in the nbn™ Ethernet Price List (notwithstanding that such recurring Charges will not be invoiced for that Entry Level AVC due to the operation of this Entry Level Bundles Discount).

22.7 Interaction with other Discounts, Credits and Rebates

(a) The following Discounts, Credits and Rebates will not apply to any Product Components to the extent that this Entry Level Bundles Discount applies to those Product Components:

(i) subject to section 22.7(e), the 50 Kbps CVC Credit;
(ii) the CVC Transitional Pricing Credit;
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(iii) the Dimension Based CVC Discount;
(iv) the CVC Boost Credit; and
(v) the F50 Credit.

(b) Bundled CVCs with which Customer has associated only Entry Level AVCs will be taken into account for the purpose of assessing Customer’s compliance with the CVC Utilisation Conditions in section 20.5 and, if applicable, section 21.5.

(c) For clarity, if Customer breaches a CVC Utilisation Condition in the manner set out in sections 20.5(b)(i) or 21.5(c)(i), the consequences in sections 20.5(b)(ii) or 21.5(c)(ii) (as applicable) will apply in respect of all of Customer’s Bundled CVCs and Entry Level AVCs.

(d) If an AVC TC-4 Product Component is only an Entry Level AVC for part of a Billing Period:

(i) the charges in section 22.1 will apply to the Product Component for that part of the Billing Period on a pro-rata daily basis; and

(ii) subject to sections 22.7(e) and 22.7(h)(iv), for any other part of the Billing Period, the Product Component will be subject to the Charges that apply under the WBA (with the application of any relevant Discounts, Credits or Rebates in the Discounts, Credits and Rebates List, except for this Entry Level Bundles Discount), applied on a pro-rata daily basis.

(e) For the purposes of calculating the 50 Kbps CVC Credit payable in respect of a CVC TC-4 Product Component in any Billing Period in which it transitions between being a Basic CVC and a Bundled CVC (or vice versa):

(i) the amount of the 50 Kbps CVC Credit will not be pro-rated due to the transition;

(ii) the relevant number of AVC TC-4 Product Components associated with that CVC TC-4 Product Component will be the maximum number of associated AVC TC-4 Product Components during any time in that Billing Period in which the CVC TC-4 Product Component was a Basic CVC; and

(iii) the amount of the Credit will be capped at the total recurring Charges that apply in respect of that CVC TC-4 Product Component (excluding the application of the 50 Kbps CVC Credit) in respect of that part of the Billing Period in which it was a Basic CVC.

(f) For the purposes of the CVC Transitional Pricing Credit, Serviceable Premises at which nbn supplies an Entry Level AVC will be taken into account when calculating whether the number of Serviceable Premises in a CSA exceeds 30,000.

(g) For the purposes of the Dimension Based CVC Discount and the CVC Boost Credit:

(i) the CVC TC-4 capacity ordered by Customer in respect of Bundled CVCs will be excluded in determining the daily total CVC TC-4 capacity ordered by Customer across all relevant CSAs; and
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(ii) the number of Entry Level AVCs ordered by Customer will be excluded in determining the daily total number of AVC TC-4 Product Components ordered by Customer in the relevant CSAs.

(h) If Customer modifies a CVC TC-4 Product Component from being a Bundled CVC to being a Basic CVC, the following Discounts, Credits and Rebates will not apply to that CVC TC-4 Product Component or any associated AVC TC-4 Product Components from the date of that modification:

(i) this Entry Level Bundles Discount;
(ii) the High Bandwidth Bundles Discount;
(iii) the Fixed Wireless Bundles Discount; and
(iv) the F50 Credit.

22.8 Extensions, withdrawals and variations

(a) Without limiting sections 22.8(b) and 22.8(c), nbn may withdraw, suspend or amend this Entry Level Bundles Discount on 6 months’ prior notice to Customer.

(b) nbn may extend the availability period of this Entry Level Bundles Discount on 10 Business Days’ prior notice to Customer.

(c) nbn may withdraw, suspend or amend this Entry Level Bundles Discount immediately, in order to comply with any lawful order, instruction or request of a Regulator or Government Agency.

22.9 Process to Claim

(a) nbn will automatically apply the Entry Level Bundles Discount to any ELB Eligible AVCs associated with a Bundled CVC in the following circumstances:

(i) Customer has given nbn notice, in accordance with any minimum notice period reasonably specified by nbn, that Customer wishes nbn to apply this Entry Level Bundles Discount; or

(ii) the High Bandwidth Bundles Discount ceases to include an AVC TC-4 Product Component with a bandwidth profile of 12 Mbps downlink and 1 Mbps uplink.

(b) If Customer has given nbn a notice under section 22.9(a)(i), Customer may not subsequently elect for the High Bandwidth Bundles Discount to apply in respect of any ELB Eligible AVCs.

(c) Section 22.9(a) will apply notwithstanding section 20.9 of the High Bandwidth Bundles Discount.
The details and conditions in section 23 apply in respect of the Professional Splitter Modify Order Waiver described in section 3.

23. Professional Splitter Modify Order Waiver details and conditions

23.1 Eligibility/Availability Criteria

(a) **nbn** will waive the minimum charge of $235 for each order of a Professional Splitter Installation not at time of a Standard Installation carried out by **nbn**:

   (i) in respect of a Premises listed in the In-Home Report; and
   
   (ii) during the availability period of this waiver,

   *(Professional Splitter Modify Order Waiver)*.

(b) **In-Home Report** means a document of that name that **nbn** may provide to Customer in respect of its End Users listing Premises served by the FTTN Network that **nbn** has identified as being likely to have in-home wiring issues.

(c) **nbn** may extend the availability period of this Professional Splitter Modify Order Waiver on 10 Business Days’ prior notice to Customer.

*Note:* The effect of this waiver, together with the ‘Professional Splitter Installation Charges Waiver – FTTB/FTTN’ during the period in which both waivers are in effect in accordance with section 3, is that the total Charge for a ‘Professional Splitter Installation not at time of a Standard Installation’ will be waived in respect of Premises listed in the In-Home Report.

23.2 Process to Claim

**nbn** will provide Customer the Professional Splitter Modify Order Waiver by automatically applying a credit to Customer’s invoice (or a future invoice) for an amount equal to the minimum charge of $235 for each eligible Professional Splitter Installation not at time of a Standard Installation.

*Note:* Customer does not need to submit any Credit/Rebate Claim Form in respect of this waiver.
The details and conditions in section 24 apply in respect of the After Hours Installation Waiver described in section 3.

24. After Hours Installation Waiver details and conditions

24.1 Eligibility/Availability Criteria

(a) nbn will waive the Charge of $150 for each After Hours Installation carried out by nbn during the availability period of this Waiver (After Hours Installation Waiver).

(b) This Waiver does not cover any Installation Charges that would otherwise apply if the Installation was performed in Standard Hours.

(c) nbn may extend the availability period of this After Hours Installation Waiver on 5 Business Days’ prior notice to Customer.

24.2 Process to Claim

nbn will provide Customer the After Hours Installation Waiver by automatically applying a credit to Customer’s invoice (or a future invoice) for an amount equal to each eligible After Hours Installation charge of $150.

Note: Customer does not need to submit any Credit/Rebate Claim Form in respect of this waiver.
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The details and conditions in section 25 apply in respect of the Forward Rebate described in section 3.

25. Forward Rebate

25.1 Forward Rebate details

(a) Subject to the terms of this section 25, nbn will provide a Rebate to Customer, calculated in accordance with the table below, for each Connect Order submitted by Customer for one of the AVC TC-4 Product Components listed in the table below if the Connect Order is:

(i) Acknowledged during the Campaign Period;
(ii) Acknowledged within the Early Incentive Period, Mid Incentive Period or Late Incentive Period for the relevant Premises; and
(iii) Completed during the Term after Customer has reached the Baseline Number applicable to that Connect Order (as determined under section 25.3(c)).

<table>
<thead>
<tr>
<th>AVC TC-4 downstream Mbps (PIR)</th>
<th>AVC TC-4 upstream Mbps (PIR)</th>
<th>nbn™ Network</th>
<th>Rebate for Connect Order for AVC associated with a Basic CVC²</th>
<th>Rebate for Connect Order for AVC associated with a Bundled CVC²</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Early Incentive Period³</td>
<td>Mid Incentive Period³</td>
</tr>
<tr>
<td>12</td>
<td>1</td>
<td>Fibre, FTTB, FTTN and HFC</td>
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<td>Fibre, FTTB, FTTN and HFC</td>
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<td>10</td>
<td>Fibre and HFC</td>
<td>$90.00</td>
<td>$60.00</td>
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<tr>
<td>25–50</td>
<td>5–20</td>
<td>FTTB, FTTC and FTTN</td>
<td>$102.00</td>
<td>$68.00</td>
</tr>
</tbody>
</table>
### Discounts, Credits and Rebates List

<table>
<thead>
<tr>
<th>AVC TC-4 downstream Mbps (PIR)¹</th>
<th>AVC TC-4 upstream Mbps (PIR)¹</th>
<th>nbn™ Network</th>
<th>Rebate for Connect Order for AVC associated with a Basic CVC²</th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Early Incentive Period³</td>
<td>Mid Incentive Period³</td>
</tr>
<tr>
<td>50</td>
<td>20</td>
<td>Fibre and HFC</td>
<td>$102.00</td>
<td>$68.00</td>
</tr>
<tr>
<td>25–100</td>
<td>5–40</td>
<td>FTTB, FTTC and FTTN</td>
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<td>$76.00</td>
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<tr>
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<td>40</td>
<td>Fibre and HFC</td>
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<td>400</td>
<td>Fibre</td>
<td>$114.00</td>
<td>$76.00</td>
</tr>
</tbody>
</table>

**Notes:**

1. The bandwidth profile of a relevant AVC TC-4 Product Component will be determined as at the time nbn Completes the Connect Order for that AVC TC-4 Product Component.
2. Whether an AVC TC-4 Product Component is associated with a Basic CVC or a Bundled CVC will be determined as at the time nbn Completes the Connect Order for that AVC TC-4 Product Component.
3. The Forward Rebates listed in the Early Incentive Period, Mid Incentive Period and Late Incentive Period columns apply to Connect Orders for AVC TC-4 Product Components that are Acknowledged during the Early Incentive Period, Mid Incentive Period or Late Incentive Period respectively for the relevant Premises.
4. These Forward Rebates will only apply to AVC TC-4 Product Components that are subject to the Entry Level Bundles Discount as at the time nbn Completes the Connect Order.

(b) For the purposes of this section 25:

(i) **Baseline Numbers** has the meaning given to that term in sections 25.3 and 25.4, as the context requires;

(ii) **Basic CVC** has the meaning given to that term in section 20.1(b)(ii) of the High Bandwidth Bundles Discount;

(iii) **Bundled CVC** has the meaning given to that term in section 20.1(b)(i) of the High Bandwidth Bundles Discount;
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(iv) **Campaign Period** means the period from 21 January 2019 to 30 June 2019;

(v) **Early Incentive Period** means, in respect of a Premises, the period between 0 and 30 calendar days after the RTC Date (inclusive);

(vi) **Incentive Periods** refers to the Early Incentive Period, Mid Incentive Period and Late Incentive Period;

(vii) **Late Incentive Period** means, in respect of a Premises, the period between 91 and 180 calendar days after the RTC Date (inclusive);

(viii) **Mid Incentive Period** means, in respect of a Premises, the period between 31 and 90 calendar days after the RTC Date (inclusive);

(ix) subject to section 25.2, **RTC Date** means, in respect of a Premises, the date on which that Premises first becomes Service Class 1, Service Class 2, Service Class 3, Service Class 11, Service Class 12, Service Class 13, Service Class 21, Service Class 22, Service Class 23, Service Class 24, Service Class 31, Service Class 32, Service Class 33 or Service Class 34 (whichever is earliest);

(x) **Segment** has the meaning given to that term in section 25.4(a); and

(xi) **Term** means the duration of this Forward Rebate as set out in section 3 and as amended from time to time in accordance with the terms of this Forward Rebate.

**25.2 Connect Orders by 28 February 2019**

For the purposes of this section 25, the RTC Date for a Premises will be deemed to be the date on which a Connect Order in respect of that Premises was Acknowledged if:

(a) the Connect Order is Acknowledged by nbn on or before 28 February 2019; and

(b) that Premises was Service Class 0, Service Class 7, Service Class 10, Service Class 20 or Service Class 30 at any time between 1 November 2018 and 31 January 2019 (inclusive).

**25.3 Baseline Numbers**

(a) Before 21 January 2019, nbn will notify Customer of a separate “baseline number” in respect of each Incentive Period for each of the following periods (each a **Baseline Number**):

(i) 21 January 2019 to 31 January 2019;

(ii) 1 February 2019 to 28 February 2019; and

(iii) 1 March 2019 to 31 March 2019.
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(b) Before the start of each calendar quarter starting after 31 March 2019 and before the end of the Campaign Period, nbn will notify Customer of a separate “baseline number” in respect of each Incentive Period for each month in that calendar quarter (each a Baseline Number).

(c) For the purposes of this section 25, Customer will have reached the Baseline Number applicable to a Connect Order if nbn Completes an equivalent number of Connect Orders to the Baseline Number that:

(i) are Acknowledged in the same month as the relevant Connect Order;

(ii) have the same applicable Incentive Period as the relevant Connect Order; and

(iii) relate to the same Segment (if applicable).

Example

In March 2019, nbn notifies Customer of the Baseline Numbers for the months of April, May and June 2019. The Baseline Numbers for May 2019 are as follows:

- Early Incentive Period: 1000;
- Mid Incentive Period: 800; and
- Late Incentive Period: 700.

nbn Completes the following Connect Orders for Customer in May 2019 which were also Acknowledged in May 2019:

- 1300 Connect Orders that were Acknowledged during the Early Incentive Period;
- 600 Connect Orders that were Acknowledged during the Mid Incentive Period; and
- 1100 Connect Orders that were Acknowledged during the Late Incentive Period.

Entitlement

Customer will be entitled to a Forward Rebate (calculated in accordance with section 25.1(a)) for the following Connect Orders Completed by nbn during the Term:

- of the Connect Orders that were Acknowledged in May 2019 during their Early Incentive Period, the last 300 Connect Orders Completed;
- no Connect Orders that were Acknowledged in May 2019 during their Mid Incentive Period; and
- of the Connect Orders that were Acknowledged in May 2019 during their Late Incentive Period, the last 400 Connect Orders Completed.
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(d) If nbn fails to provide any Baseline Number to Customer for a calendar month, the omitted Baseline Number will be deemed to be the same as the most recent corresponding Baseline Number provided for a previous calendar month (if any).

25.4 Split Baseline Numbers

(a) Customer may request nbn to provide two separate sets of Baseline Numbers to Customer to apply to Connect Orders for each of the following two categories of Product Components (each category, a Segment):

(i) nbn™ Ethernet Product Components to be used as inputs to Customer Products supplied through a specified business unit or brand, or specified group of (related or unrelated) business units or brands that are nominated by Customer; and

(ii) nbn™ Ethernet Product Components that are inputs to all other Customer Products.

Example

Customer has two retail brands and a wholesale business with five Downstream Service Providers. Customer may request that nbn provide one set of Baseline Numbers in relation to both of Customer’s retail brands and a separate set of Baseline Numbers in relation to all of Customer’s wholesale business provided that Customer has data to distinguish the orders placed for each category, as required below.

(b) A request by Customer under section 25.4(a) must be:

(i) made by the date notified by nbn; and

(ii) accompanied by such information about the proposed Segments as reasonably required by nbn.

(c) If nbn, in its absolute discretion, notifies Customer that nbn will provide separate Baseline Numbers in response to a request by Customer under section 25.4(a):

(i) nbn will provide separate sets of Baseline Numbers for each of the two Segments.

(ii) nbn may stop providing separate sets of Baseline Numbers at any time (and instead provide a single set of Baseline Numbers across both Segments) by giving notice to Customer; and

(iii) nbn is not obliged to provide a single set of Baseline Numbers across both Segments unless nbn has given notice to Customer in accordance with section 25.4(c)(ii).
25.5 Disconnection Limit

(a) Subject to section 25.5(e), if the number of Disconnections exceeds the Disconnection Limit in any calendar month during the Term, nbn may recover, and Customer must repay, an amount equal to the Excess Rebate Amount.

(b) For the purposes of this section 25 and subject to section 25.5(c):

(i) **Disconnections** means, in respect of a calendar month, the number of nbn™ Ethernet Ordered Products disconnected by nbn in that calendar month;

(ii) **Disconnection Limit** means the number notified by nbn to Customer as the monthly "Disconnection Limit"; and

(iii) **Excess Rebate Amount** means, in respect of a calendar month, the sum of Forward Rebate payments made in respect of the last X Connect Orders Completed in that calendar month, where X = Disconnections – Disconnection Limit.

(c) For any period of time in respect of which nbn provides separate sets of Baseline Numbers to Customer under section 25.4(c):

(i) nbn will provide separate Disconnection Limits for each Segment; and

(ii) any liability of Customer under sections 25.5(a) and 25.5(b) will be calculated separately for each Segment.

(d) If nbn provides separate sets of Baseline Numbers to Customer under section 25.4(c) in respect of the last quarter in the Campaign Period, any liability of Customer under sections 25.5(a) and 25.5(b) calculated after the Campaign Period will be calculated separately for each Segment.

(e) Customer’s aggregate liability to nbn under this section 25.5 will not exceed the aggregate amount of the Forward Rebates paid or payable to Customer under this section 25.

25.6 Connect Orders to which this Rebate relates

(a) The Forward Rebate only applies to Connect Orders in respect of AVC TC-4 Product Components of nbn™ Ethernet (Fibre), nbn™ Ethernet (FTTB), nbn™ Ethernet (FTTC), nbn™ Ethernet (FTTN) and nbn™ Ethernet (HFC).

(b) For clarity, the Forward Rebate does not apply to any Connect Orders in respect of AVC TC-4 Product Components of nbn™ Ethernet (Wireless) or nbn™ Ethernet (Satellite).

(c) The Forward Rebate will not apply to:

(i) any Connect Order Acknowledged in a calendar month if Customer failed to provide Customer Forecasts due by the first of that month under section 4.2.2.1 of the WBA Operations Manual; or
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(ii) any Connect Order that requires nbn to perform a Subsequent Installation.

(d) If a Forward Rebate does not apply to a Connect Order under section 25.6(c)(ii), that Connect Order will not be included for the purposes of determining whether any Baseline Number has been reached and any Disconnection in respect of that same Premises will not be counted for the purposes of section 25.5.

25.7 CVC Utilisation Conditions

(a) To obtain this Forward Rebate, Customer must ensure that:

(i) each of the CVC Utilisation Conditions described in section 20.5(a) are complied with;

(ii) no more than 15% of Basic CVCs exceed an average data throughput of 95% of the provisioned CIR (Mbps) for 7 hours in any 7 day period (measured on a rolling 7 day basis); and

(iii) no more than 5% of Basic CVCs exceed an average data throughput of 95% of the provisioned CIR (Mbps) for 14 hours in any 7 day period (measured on a rolling 7 day basis),

(each, a CVC Utilisation Condition).

(b) The following consequences will apply if Customer breaches any CVC Utilisation Condition:

(i) if Customer breaches a CVC Utilisation Condition (and Customer has not previously done so), nbn will, following that breach, notify Customer that it has breached a CVC Utilisation Condition; and

(ii) if Customer subsequently breaches a CVC Utilisation Condition after nbn provides a notice under section 25.7(b)(i):

(A) nbn may immediately cease paying this Forward Rebate; and

(B) nbn may recover, and Customer must pay to nbn, any Forward Rebates paid in respect of Connect Orders that are Completed during the calendar month in which that subsequent breach occurred.

(c) For the purposes of section 25.7(b), a breach of a CVC Utilisation Condition is deemed to occur on the final day of the 7 day period during which Customer does not comply with the CVC Utilisation Condition.

Example: If a 7 day period during which Customer breaches a CVC Utilisation Condition falls into two calendar months (i.e. the first part of the 7 day period is in one calendar month and the last part of the 7 day period is in the next calendar month), the breach will be deemed to have occurred in the later calendar month, as the final day of the 7 day period is in this calendar month.
25.8 Eligibility and Term

(a) To obtain the Forward Rebate, Customer must:
   (i) opt in by providing notice to nbn in accordance with the processes determined by nbn;
   (ii) provide nbn with any information it requires, including information to assist nbn to determine appropriate Baseline Numbers and Disconnection Limits; and
   (iii) opt in to the Fast Anytime 100 Rebate under section 26.

(b) Subject to section 25.8(c), if Customer opts in to the Forward Rebate in accordance with section 25.8(a), the Forward Rebate will be calculated by reference to Connect Orders that are Acknowledged on or after the date nominated by Customer, provided that the earliest date that Customer may nominate is:
   (i) 21 January 2019, if Customer has opted in by 15 January 2019; and
   (ii) the first of the calendar month that starts 5 Business Days or more after Customer opts in, if Customer opts in after 15 January 2019.

(c) Customer may opt out of receiving Forward Rebates during the Campaign Period in accordance with the processes determined by nbn, in which case:
   (i) nbn will not provide any further Baseline Numbers in respect of any period after Customer has opted out;
   (ii) nbn will not provide any Forward Rebates in respect of any Connect Order Acknowledged after Customer has opted out; and
   (iii) nbn will continue to provide Disconnection Limits in respect of each calendar month during the Term; and
   (iv) Customer will continue to be liable to repay any Excess Rebate Amounts calculated under section 25.5 in respect of any calendar month during the Term.

(d) For any period of time in which nbn provides separate sets of Baseline Numbers to Customer under section 25.4(c)(i):
   (i) Customer must provide nbn with any information reasonably requested by nbn, including any information nbn requires to determine:
      (A) the validity of the Segments having regard to the methods used by Customer to identify Connect Orders that are related to specific brands under which Customer Products and Downstream Products are supplied to Contracted End Users;
      (B) appropriate Baseline Numbers and Disconnection Limits for each of the Segments; and
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(C) whether Customer will reach or has reached one or more Baseline Numbers or Disconnection Limits in a calendar month; and

(ii) if Customer fails to provide any information in accordance with a request made by nbn under section 25.8(d)(i) within any time or format requested by nbn acting reasonably, nbn will not be required to pay any Forward Rebate to Customer in respect of the calendar month in which that failure occurred, notwithstanding any other provision of this section 25.

(e) Without limiting sections 25.8(f) and 25.8(g), nbn may withdraw, suspend or amend this Forward Rebate on 30 days’ notice to Customer.

(f) nbn may extend the Campaign Period and Term of this Forward Rebate on 10 Business Days’ prior notice to Customer.

(g) nbn may withdraw, suspend or amend this Forward Rebate immediately, in order to comply with any lawful order, instruction or request of a Regulator or Government Agency.

25.9 Process to Claim

nbn will automatically pay this Forward Rebate to Customer’s nominated account by electronic funds transfer.

*Note: Customer does not need to submit any Credit/Rebate Claim Form in respect of this Rebate.*
26. Fast Anytime 100 Rebate

26.1 Fast Anytime 100 Rebate details

(a) Subject to the terms of this section 26, nbn will provide a Rebate of $160.00 (excluding GST) for each Qualifying Order that is Acknowledged during the Campaign Period and Completed during the Term (Fast Anytime 100 Rebate).

(b) For the purposes of this section 26:

(i) Bundled CVC has the meaning given to that term in section 20.1(b)(i) of the High Bandwidth Bundles Discount;

(ii) Campaign Period means the period from 21 January 2019 to 30 June 2019;

(iii) Qualifying Order means any of the following orders, provided that the corresponding Qualifying Product Component is associated with a Bundled CVC at the time the order is Completed:

(A) a Connect Order for a Qualifying Product Component;

(B) a Modify Order (excluding any Same POI Migration Order or Temporary POI Migration Order) to modify an AVC TC-4 Product Component that is not a Qualifying Product Component to a Qualifying Product Component; and

(C) a Service Transfer Order in respect of which Customer is the Gaining Customer for a Qualifying Product Component (excluding any Service Transfer Order in relation to a Premises to which Customer, in its capacity as a downstream service provider, supplied a Downstream Product before the Service Transfer Order was Completed);

(iv) Qualifying Product Component means each of the following AVC TC-4 Product Components:

<table>
<thead>
<tr>
<th>AVC TC-4 downstream Mbps (PIR)</th>
<th>AVC TC-4 upstream Mbps (PIR)</th>
<th>nbn™ Network</th>
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<tbody>
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<td>5–40</td>
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<td>100</td>
<td>40</td>
<td>Fibre and HFC</td>
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<tr>
<td>1000</td>
<td>400</td>
<td>Fibre</td>
</tr>
</tbody>
</table>
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(v) **Term** means the duration of this Fast Anytime 100 Rebate as set out in section 3 and as amended from time to time in accordance with the terms of this Fast Anytime 100 Rebate.

(c) **nbn** will provide a Fast Anytime 100 Rebate for a maximum of one Qualifying Order for each Ordered Product.

(d) **nbn** will not provide the Fast Anytime 100 Rebate in respect of:

(i) a Qualifying Order if the corresponding Ordered Product Component is subject to a subsequent Modify Order that results in the Ordered Product Component not being a Qualifying Product Component at the end of the calendar month in which the Qualifying Order was Completed;

(ii) any Connect Order that requires **nbn** to perform a Subsequent Installation; or

(iii) a Qualifying Order Acknowledged in a calendar month if Customer failed to provide Customer Forecasts due by the first of that month under section 4.2.2.1 of the **WBA Operations Manual**.

26.2 Downgrade and Disconnection Limits

**Downgrade Limit**

(a) Subject to section 26.2(c), if the number of Downgrade Orders exceeds the Downgrade Limit in any calendar month during the Term, **nbn** may recover, and Customer must repay, an amount calculated according to the following formula:

\[
\text{Recoverable amount} = \$160.00 \times (\text{number of Downgrade Orders} - \text{Downgrade Limit})
\]

Where:

(i) **Downgrade Order** means, in respect of a calendar month, a Modify Order Completed in that calendar month to modify a Qualifying Product Component to an Ordered Product Component that is not a Qualifying Product Component, excluding Modify Orders described in section 26.1(d)(i) and Connect Orders described in section 26.1(d)(ii); and

(ii) **Downgrade Limit** means the number notified by **nbn** to Customer as the monthly “Downgrade Limit”.
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Disconnection Limit

(b) Subject to section 26.2(c), if the number of Disconnections exceeds the Disconnection Limit in any calendar month during the Term, nbn may recover, and Customer must repay, an amount calculated according to the following formula:

\[
\text{Recoverable amount} = 160.00 \times (\text{Disconnections} - \text{Disconnection Limit})
\]

Where:

(i) **Disconnections** means, in respect of a calendar month, the number of nbn™ Ethernet Ordered Products disconnected by nbn in that calendar month, but excluding:
   
   (A) any Service Transfer Order in relation to which the Other Gaining Customer, in its former capacity as a Downstream Service Provider, was supplying a Downstream Product before the Service Transfer Order was Completed; and
   
   (B) any disconnection of an nbn™ Ethernet Ordered Product in respect of which section 26.1(d)(ii) applied; and

(ii) **Disconnection Limit** means the number notified by nbn to Customer as the monthly “Disconnection Limit”.

Maximum liability

(c) Customer’s aggregate liability to nbn under sections 26.2(a) and 26.2(b) will not exceed the aggregate amount of the Fast Anytime 100 Rebates paid or payable to Customer under this section 26.

26.3 CVC Utilisation Conditions

(a) To obtain this Fast Anytime 100 Rebate, Customer must ensure that all Bundled CVCs meet the CVC Utilisation Conditions described in section 20.5 (CVC Utilisation Conditions).

(b) The following consequences will apply if Customer breaches any CVC Utilisation Condition:

(i) if Customer breaches a CVC Utilisation Condition (and Customer has not previously done so), nbn will, following that breach, notify Customer that it has breached a CVC Utilisation Condition; and

(ii) if Customer subsequently breaches a CVC Utilisation Condition after nbn provides a notice under section 26.3(b)(i):

   (A) nbn may immediately cease paying this Fast Anytime 100 Rebate; and
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(B) **nbn** may recover, and Customer must pay to **nbn**, any Fast Anytime 100 Rebates paid in respect of Connect Orders that are Completed during the calendar month in which that subsequent breach occurred.

(c) For the purposes of section 26.3(b), a breach of a CVC Utilisation Condition is deemed to occur on the final day of the 7 day period during which Customer does not comply with the CVC Utilisation Condition.

*Example:* If a 7 day period during which Customer breaches a CVC Utilisation Condition falls into two calendar months (i.e. the first part of the 7 day period is in one calendar month and the last part of the 7 day period is in the next calendar month), the breach will be deemed to have occurred in the later calendar month, as the final day of the 7 day period is in this calendar month.

### 26.4 Eligibility and Term

(a) To obtain the Fast Anytime 100 Rebate, Customer must:

(i) opt in by providing notice to **nbn** in accordance with the processes determined by **nbn**; and

(ii) opt in to the Forward Rebate under section 25.

(b) Subject to section 26.4(c), this Fast Anytime 100 Rebate will be calculated by reference to Connect Orders that are Acknowledged on or after the date on which Customer opts in to the Fast Anytime 100 Rebate.

(c) Customer may opt out of receiving Fast Anytime 100 Rebates during the Campaign Period in accordance with the processes determined by **nbn**, in which case:

(i) **nbn** will not provide any Fast Anytime 100 Rebates in respect of any Connect Order Acknowledged after Customer has opted out; and

(ii) Customer will continue to be liable to repay any recoverable amounts calculated under section 26.2 in respect of any month during the Term.

(d) Without limiting sections 26.4(e) and 26.4(f), **nbn** may withdraw, suspend or amend this Fast Anytime 100 Rebate on 30 days’ notice to Customer.

(e) **nbn** may extend the Campaign Period and Term for this Fast Anytime 100 Rebate on 10 Business Days’ prior notice to Customer.

(f) **nbn** may withdraw, suspend or amend this Fast Anytime 100 Rebate immediately, in order to comply with any lawful order, instruction or request of a Regulator or Government Agency.
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26.5 Process to Claim

**nbn** will automatically pay this Fast Anytime 100 Rebate to Customer’s nominated account by electronic funds transfer.

*Note: Customer does not need to submit any Credit/Rebate Claim Form in respect of this Rebate.*