This document forms part of NBN Co’s Wholesale Broadband Agreement, which is a Standard Form of Access Agreement for the purposes of Part XIC of the Competition and Consumer Act 2010
# Service Terms

**nbn™ Platform Interfacing Service Module**

Wholesale Broadband Agreement

<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 WBA 3</td>
<td>17 November 2017</td>
</tr>
<tr>
<td>3.1</td>
<td>NEBS supplied by means of the nbn™ FTTC Network</td>
<td>Later of the FTTC Commercial Launch Date and the Execution Date</td>
</tr>
<tr>
<td>3.2</td>
<td>Updates relating to introduction of NPIS B2B Access API</td>
<td>8 October 2019</td>
</tr>
</tbody>
</table>

**Copyright**

This document is subject to copyright and must not be used except as permitted below or under the Copyright Act 1968 (Cth). You must not reproduce or publish this document in whole or in part for commercial gain without the prior written consent of nbn. You may reproduce and publish this document in whole or in part for educational or non-commercial purposes as approved by nbn in writing.

Copyright © 2019 nbn co limited. All rights reserved. Not for general distribution.

**Disclaimer**

This document is provided for information purposes only. The recipient must not use this document other than with the consent of nbn and must make its own inquiries as to the currency, accuracy and completeness of this document and the information contained in it. The contents of this document should not be relied upon as representing nbn’s final position on the subject matter of this document, except where stated otherwise. Any requirements of nbn or views expressed by nbn in this document may change as a consequence of nbn finalising formal technical specifications, or legislative and regulatory developments.

**Environment**

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

These Service Terms for the nbn™ Platform Interfacing Service include:

- provisions which are specific to nbn's supply of the nbn™ Platform Interfacing Service, but which are otherwise similar in nature to those in the Head Terms;
- explanatory notes as a guide to provisions which have corresponding provisions in the Head Terms; and
- Special Terms, which take priority over other provisions in this Agreement (including the Head Terms) and are subject to specific change management provisions in clause F4 of the Head Terms.

The Service Terms for the nbn™ Platform Interfacing Service are generally arranged to replicate the order of the Head Terms, with some modifications.

As an aid to the reader, this document includes the following icon, which is used to identify provisions which are Special Terms.

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

This document forms part of the nbn™ Platform Interfacing Service Module.

Roadmap

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

Part A: Product Supply

Part A sets out nbn™ Platform Interfacing Service-specific Service Terms related to product supply.

<table>
<thead>
<tr>
<th>Part A: Product Supply</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1               Conditions of Supply for B2B Access</td>
<td>5</td>
</tr>
<tr>
<td>2               Conditions of Supply for the nbn™ Service Portal</td>
<td>5</td>
</tr>
</tbody>
</table>

Part B: Financial Management

No nbn™ Platform Interfacing Service-specific Special Terms or Service Terms currently apply with respect to financial management.

Part C: Operational Management

Part C sets out nbn™ Platform Interfacing Service-specific Service Terms related to operational management.
Part C: Operational Management

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>General obligations relating to nbn™ Platform-Related Software</td>
<td>7</td>
</tr>
<tr>
<td>4</td>
<td>NPIS Preventative Maintenance Outages</td>
<td>8</td>
</tr>
<tr>
<td>5</td>
<td>nbn™ Platform Workarounds</td>
<td>8</td>
</tr>
</tbody>
</table>

Part D: Information & Rights Management

Part D sets out nbn™ Platform Interfacing Service-specific Special Terms and Service Terms related to information & rights management.

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Authorised Use and Security</td>
<td>10</td>
</tr>
<tr>
<td>7</td>
<td>Site Qualification Information and Order Feasibility Information</td>
<td>10</td>
</tr>
<tr>
<td>8</td>
<td>Third Party Address Data supplied by PSMA</td>
<td>11</td>
</tr>
<tr>
<td>9</td>
<td>Telstra Address Data</td>
<td>11</td>
</tr>
<tr>
<td>10</td>
<td>FNN/ULL Data</td>
<td>12</td>
</tr>
<tr>
<td>11</td>
<td>Service Transfers</td>
<td>17</td>
</tr>
<tr>
<td>12</td>
<td>Transition Advice Information</td>
<td>18</td>
</tr>
<tr>
<td>13</td>
<td>Non-Addressable Objects</td>
<td>18</td>
</tr>
</tbody>
</table>

Part E: Risk Management

No nbn™ Platform Interfacing Service-specific Special Terms or Service Terms currently apply with respect to risk management.

Part F: Agreement Management

No nbn™ Platform Interfacing Service-specific Special Terms or Service Terms currently apply with respect to agreement management.

Part G: Dispute Management

No nbn™ Platform Interfacing Service-specific Special Terms or Service Terms currently apply with respect to dispute management.

Part H: General Terms

No Special Terms or Service Terms of a general nature apply with respect to the nbn™ Platform Interfacing Service other than as set out in the Head Terms.

Part I: Service Management

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>Performance Objectives for B2B Access via APIs</td>
<td>23</td>
</tr>
</tbody>
</table>
Part A: Product Supply

Sections 1-2 are Service Terms which should be read in conjunction with clause A2 of the Head Terms and sections 2-3 of the Service Description for the nbn™ Platform Interfacing Service.


(a) Customer’s platforms and systems that communicate with the nbn™ B2B Gateway via ebXML must comply with the Collaboration Protocol Agreement.

(b) Customer must:
   (i) provide to nbn all information reasonably required and requested by nbn to create the Collaboration Protocol Agreement (where applicable) and any digital certificates and security protocols to be used in connection with B2B Access;
   (ii) acquire, install, host, operate and maintain the Customer B2B Gateway or Customer B2B Applications, and integrate that Customer B2B Gateway or Customer B2B Applications with Customer’s operation support systems and billing support systems in accordance with the requirements of the B2B Specifications;
   (iv) on request by nbn, use reasonable endeavours to make available to nbn, Customer Personnel with subject matter expertise to support any root cause analysis and incident resolution that may be performed by nbn in connection with interoperability issues;
   (v) manage digital certificates and API Credentials as Confidential Information of nbn;
   (vi) acquire access information in relation to the nbn™ Developer Portal and maintain such access information as Confidential Information of nbn; and
   (vii) use all security protocols required in connection with B2B Access in accordance with the requirements of the B2B Specifications.

2. Conditions of Supply for the nbn™ Service Portal

Customer must:

(a) ensure that each Delegated Administrator and each Authorised User agrees to, and complies with, the nbn™ Service Portal Terms and Conditions;

(b) provide to nbn all information reasonably required and requested by nbn to implement security protocols that are used in connection with the nbn™ Service Portal;

(c) on request by nbn, use reasonable endeavours to make available to nbn, Customer Personnel who are subject matter experts to support any root cause analysis and incident resolution that may be performed by nbn in connection with Customer’s access to or use of the nbn™ Service Portal; and

(d) acquire and maintain, at its cost, Internet connectivity to facilitate Customer’s access to the nbn™ Service Portal.
Part B: Financial Management

This document does not contain any Financial Management terms which are specific to the nbn™ Platform Interfacing Service and additional to Module B of the Head Terms.
Section 3 is a Service Term which applies in connection with the nbn™ Platform Interfacing Service.

3. General obligations relating to nbn™ Platform-Related Software

(a) Customer must, in accordance with nbn’s instructions, install and implement any nbn™ Platform-Related Software (and any upgrades or updates released by nbn or its licensors) provided by nbn as part of the nbn™ Platform Interfacing Service and successfully complete all testing required by nbn.

(b) Customer must not:

(i) access or interfere with nbn’s core systems or the functionality of nbn’s core systems (or attempt to do so);

(ii) change or otherwise interfere with the nbn™ Platform, the nbn™ Platform Interfacing Service or the nbn™ Platform-Related Software (except in the ordinary course of using or configuring the nbn™ Platform Interfacing Service or the nbn™ Platform-Related Software in accordance with the Service Description for the nbn™ Platform Interfacing Service and these Service Terms for the nbn™ Platform Interfacing Service);

(iii) copy, or attempt to copy, any part of the nbn™ Platform Interfacing Service or the nbn™ Platform-Related Software (or any of the data accessible through the nbn™ Platform Interfacing Service or the nbn™ Platform-Related Software), except for:

(A) copying:

(1) business-to-business messages generated or transmitted by, on or through the nbn™ Platform Interfacing Service as a result of the performance of Key Business Transactions;

(2) operational information made available by nbn to Customer through the nbn™ Service Portal and relating specifically to the performance of Key Business Transactions;

(3) any nbn™ Platform-Related Software for testing purposes approved by nbn in writing; or

(4) any nbn™ Platform-Related Software that may be inherent in the design of the normal operation of that software; or

(B) making a single copy of any nbn™ Platform-Related Software for back-up purposes; or

(iv) reverse engineer, decompile or access the source code of the nbn™ Platform Interfacing Service, the nbn™ Platform-Related Software or nbn’s core systems or the functionality of nbn’s core systems, or attempt to do so.

(c) Customer must not, and must procure its Downstream Service Providers and Contracted End Users do not, perform any:

(A) data mining or similar activities on or through the use of the nbn™ Platform Interfacing Service or the nbn™ Platform-Related Software; or
Part C: Operational Management

Section 4 is a Service Term which applies in connection with the nbn™ Platform Interfacing Service and should be read in conjunction with clause C15 of the Head Terms.

4. NPIS Preventative Maintenance Outages

(a) In accordance with the WBA Operations Manual, nbn may implement a Planned Outage in respect of the nbn™ Platform Interfacing Service (an NPIS Preventative Maintenance Outage) if nbn considers the Planned Outage is necessary to address any of the following matters:

(i) a security risk or a potential security risk to any part of the nbn™ Infrastructure;

(ii) a Non-Trivial NPIS Fault which impacts Customer or the nbn™ Platform Interfacing Service being non-Operational; or

(iii) a circumstance which nbn anticipates will, within 3 Business Days, result in a Non-Trivial NPIS Fault which impacts Customer or the nbn™ Platform Interfacing Service being non-Operational.

(b) In this section 4, Non-Trivial NPIS Fault means a Service Fault that affects the nbn™ Platform Interfacing Service in a manner that nbn, acting reasonably, considers is not trivial.

(c) Clause C15.1(c) of the Head Terms does not apply in respect of NPIS Preventative Maintenance Outages.

Section 5 is a Service Term which sets out the procedure nbn will adopt when the nbn™ Platform Interfacing Service is not Operational.

5. nbn™ Platform Workarounds

5.1 Consequences of nbn™ Platform Interfacing Service not being Operational

(a) If nbn determines at any time that any part of the nbn™ Platform Interfacing Service is not Operational, nbn:

(i) will:

(A) notify Customer as soon as practicable;

(B) where reasonably practicable to do so, consult with, and consider any feedback given by, Customer in relation to any workarounds that nbn proposes to implement during the period that an affected part of the nbn™ Platform Interfacing Service is not Operational;

(C) use reasonable endeavours to:

(1) ensure that any proposed workarounds are consistent with the processes set out in this Agreement; and

(2) minimise any adverse impact of the proposed workaround on Customer; and

(D) notify Customer of any workarounds (nbn™ Platform Workarounds) that nbn will implement during the period that an affected part of the nbn™ Platform Interfacing Service is not Operational; and
(ii) may suspend Customer’s use of the nbn™ Platform Interfacing Service or part thereof.

(b) Customer must comply with nbn™ Platform Workarounds.

5.2 Reinstatement of nbn™ Platform Interfacing Service

(a) nbn will make a determination that the nbn™ Platform Interfacing Service is Operational as soon as nbn considers that it is Operational. As soon as is reasonably practicable after making that determination, nbn will:

(i) notify Customer; and

(ii) reinstate Customer’s use of the nbn™ Platform Interfacing Service.

(b) Any relevant nbn™ Platform Workarounds will immediately cease to have effect on and from the time specified in the notice given by nbn that the nbn™ Platform Interfacing Service is Operational, except that nbn may continue to process in-progress orders in accordance with the nbn™ Platform Workarounds.

Note: The processes in this section 5 apply in addition to any Service Fault processes in respect of the nbn™ Platform Interfacing Service. Either or both may apply in respect of a single event or series of events.
Part D: Information & Rights Management

Sections 6-10 are Service Terms which should be read in conjunction with clause D1 of the Head Terms.

6. Authorised Use and Security

(a) Customer must keep secure and confidential, and protect from unauthorised use, any usernames, passwords, digital certificates and API Credentials provided to or used by Customer in connection with the nbn™ Platform Interfacing Service or the nbn™ Platform-Related Software (all of which are the Confidential Information of nbn).

(b) Customer is responsible for any and all use of the nbn™ Platform Interfacing Service and the nbn™ Platform-Related Software by its authorised users or other third parties acting on behalf of Customer.

7. Site Qualification Information and Order Feasibility Information

(a) Customer:
   (i) must only submit an Enhanced Site Qualification Enquiry where it has Customer Authority; and
   (ii) confirms, by submitting an Enhanced Site Qualification Enquiry, that it has a Customer Authority applicable to the Premises or other location that is the subject of the Enhanced Site Qualification Enquiry.

(b) nbn is not obliged to progress any Enhanced Site Qualification Enquiry if:
   (i) for an Enhanced Site Qualification Enquiry relating to a prospective Transition Order, Customer has not provided at least one of a Customer Authority Date, FNN or ULL ID;
   (ii) for an Enhanced Site Qualification Enquiry relating to a prospective Service Transfer Order, Customer has not provided a Customer Authority Date; or
   (iii) for any Enhanced Site Qualification Enquiry, nbn has reasonable grounds to believe that a Customer Authority has not been obtained, that is applicable to the relevant service, Premises or other location that is the subject of the Enhanced Site Qualification Enquiry.

(c) Subject to section 10, Customer must not disclose Site Qualification Information or Order Feasibility Information to any third party, except where the third party is:
   (i) a current or prospective Contracted End User in respect of whom the Site Qualification Information or Order Feasibility Information applies;
   (ii) a Downstream Service Provider or Specified Utility engaging in a related Specified Activity; or
   (iii) Customer Personnel,

and such disclosure is made in accordance with clause D1 of the Head Terms.
Part D: Information & Rights Management

(d) Clauses D1.2(b) and D1.2(d) of the Head Terms do not apply in respect of Site Qualification Information or Order Feasibility Information to the extent there is any inconsistency between those clauses and this section 7.

8. Third Party Address Data supplied by PSMA

(a) Site Qualification Information and Order Feasibility Information may each contain Third Party Address Data supplied by PSMA. Third Party Address Data supplied by PSMA is the Confidential Information of nbn, and is licensed to nbn by PSMA.

(b) nbn grants Customer a non-exclusive, royalty-free, non-transferable licence for the Term to use, modify and reproduce Third Party Address Data supplied by PSMA internally within Customer's business, solely to the extent required for Customer (directly or through its Personnel) to supply, market and promote Customer Products.

(c) Customer must prominently display an acknowledgement of PSMA's ownership of Third Party Address Data supplied by PSMA on any copy or reproduction of it.

(d) Customer must not:
   
   (i) disclose Third Party Address Data supplied by PSMA to any third party except in accordance with clauses D1.2(d)(i) or D1.2(d)(vii) of the Head Terms; or
   
   (ii) make any changes to any spatial co-ordinates contained in the Third Party Address Data supplied by PSMA.

(e) nbn may, if it becomes aware of or suspects that Customer's conduct, or that of its Personnel, with respect to Third Party Address Data supplied by PSMA is in breach of this Agreement or would cause nbn to be in breach of the terms on which it licenses Third Party Address Data, take any reasonable remedial action to prevent such breaches, including suspending access to or use of Third Party Address Data supplied by PSMA.

(f) Sections 8(c) to 8(e) above will have no force or effect unless nbn notifies Customer in writing, in which case sections 8(c) to 8(e) will take effect on and from the date specified in the notice by nbn.

(g) Clauses D1.2(b) to D1.2(d) (other than clauses D1.2(d)(i) and D1.2(d)(vii)) of the Head Terms do not apply in respect of Third Party Address Data supplied by PSMA.

9. Telstra Address Data

(a) Site Qualification Information and Order Feasibility Information may each contain Telstra Address Data. Telstra Address Data is the Confidential Information of nbn, and is provided to nbn by Telstra.

(b) nbn grants Customer a non-exclusive, royalty-free, non-transferable licence for the Term to use, modify and reproduce Telstra Address Data internally within Customer's business, solely to the extent required for Customer (directly or through its Personnel) to supply, market and promote Customer Products.

(c) In addition to the obligations and limitations in clause D1 of the Head Terms, Customer must not do any of the following things with respect to Telstra Address Data:
   
   (i) use or disclose Telstra Address Data to carry on or be involved in any digital mapping business in Australia or publish or make available any addressing index or similar product in Australia;
(ii) disclose Telstra Address Data to any entity or person who carries on or is involved in any digital mapping business in Australia or who collates or makes available any addressing index or similar product in Australia, for the purpose of or for inclusion in any digital mapping product, addressing index or similar product; or

(iii) use or disclose Telstra Address Data in breach of the security requirements of a Government Agency engaged in national security or critical infrastructure protection or in breach of requirements otherwise imposed on nbn or Telstra by law, in each case, as notified by nbn to Customer.

(d) nbn may, if it becomes aware of or reasonably suspects that Customer’s conduct (or that of its Personnel), with respect to Telstra Address Data:

(i) is in breach of this Agreement; or

(ii) would cause nbn to be in breach of the terms on which it licenses Telstra Address Data,

take any reasonable remedial action to prevent such breaches, including suspending access to or use of Telstra Address Data, provided that at, or as soon as feasible after, the time nbn takes any such remedial action, nbn provides Customer with written notice setting out:

(iii) subject to any applicable confidentiality requirements, nbn’s reasons for exercising its rights under this section 9(d); and

(iv) the actions (if any) Customer could take to remedy, prevent or mitigate the relevant circumstances giving rise to the imposition of such remedial action.

(e) When any conduct by Customer or any of its Personnel of the nature described in section 9(d) has been addressed to nbn’s reasonable satisfaction, nbn will, as soon as reasonably practicable, take all steps that are reasonably practicable to:

(i) subject to section 9(e)(ii), reinstate Customer’s right to access, use and disclose the Telstra Address Data; and

(ii) where necessary, seek reinstatement of nbn’s right to access, use and disclose the Telstra Address Data and/or nbn’s contractual rights to pass on those rights of access, use and disclosure to Customer.

(f) nbn will consult with Customer before taking any remedial action under section 9(d), where it is reasonably practicable for nbn to do so.

(g) Clauses D1.2(b) to D1.2(d) of the Head Terms do not apply in respect of Telstra Address Data to the extent there is any inconsistency between those clauses and this section 9.

10. FNN/ULL Data

(a) Site Qualification Information and Order Feasibility Information may each contain FNN/ULL Data. Customer acknowledges that:

(i) FNN/ULL Data contains third party data and, for the purposes of this Agreement, is the Confidential Information of nbn;

(ii) the access to, use and disclosure of FNN/ULL Data is restricted in accordance with this section 10; and

(iii) nbn’s ability to give access to FNN/ULL Data, and nbn’s obligations under this Agreement in respect of FNN/ULL Data, are dependent on and subject to nbn’s terms and conditions.
having (and continuing to have) contractual rights of access to and use of the
FNN/ULL Database and to nbn’s rights under contract and at law to permit access
and use of FNN/ULL Data to Customer.

(b) nbn grants Customer a non-exclusive, royalty-free, non-transferable licence for the Term
to use FNN/ULL Data on a per transaction basis:

(i) from an Enhanced Site Qualification Enquiry, solely for a purpose or use connected
with an order placed or anticipated to be placed by Customer (directly or through
its Personnel) under this Agreement for the prospective supply by nbn of a Product
to Customer in relation to the current or prospective Contracted End User who has
provided a Customer Authority (directly or indirectly) to Customer that is
applicable to the Premises or other location that is the subject of the Enhanced Site
Qualification Enquiry; and

(ii) from a Site Qualification Enquiry that is not an Enhanced Site Qualification Enquiry,
for a purpose or use connected with the supply or prospective supply by Customer
of a Customer Product by means of the nbn™ FTTB Network, nbn™ FTTN Network
or nbn™ FTTC Network.

(c) Customer may sub-license the rights granted to it under section 10(b) to any Downstream
Service Provider undertaking the activities described in sections 10(b)(i) or 10(b)(ii) as
applicable (sub-licensee), provided that:

(i) any sub-licence to such Downstream Service Provider is limited solely to the extent
required for such Downstream Service Providers to use FNN/ULL Data for the
purposes specified in sections 10(b)(i) and 10(b)(ii) (with the right to further sub-
licence solely to the extent necessary to enable any further Downstream Service
Provider that is undertaking the activities described in sections 10(b)(i) and
10(b)(ii) to use the FNN/ULL Data for such purposes);

(ii) Customer remains liable for each act and/or omission of all sub-licensees in
connection with the exercise of such sub-licence as though it were an act and/or
omission of Customer; and

(iii) Customer procures that sub-licensees are subject to the same binding obligations
as Customer under this section 10.

(d) The licence granted in section 10(b) and the right to sub-licence conferred by section 10(c)
does not include the right to, and Customer must not and must procure that its
Downstream Service Providers do not:

(i) use FNN/ULL Data for marketing purposes;

(ii) use or retain (including by way of caching) FNN/ULL Data for the purpose of
creating a database of FNN/ULL Data to be used by Customer or any other person,
except in order to:

(A) retain FNN/ULL Data to the extent required by law; and/or

(B) use and retain the FNN/ULL Data solely for the purposes permitted by the
licence granted in section 10(b)(i) and the sub-licence in 10(c)(i) (to the
extent that sub-licence is applicable to section 10(b)(i)).

(e) Customer must not, and must procure that its Downstream Service Providers do not,
 disclosed FNN/ULL Data to any third party except in the case of:

(i) an Enhanced Site Qualification Enquiry:
Part D: Information & Rights Management

(A) the relevant Line Status to a current or prospective Contracted End User who has provided a Customer Authority applicable to the Premises or other location that is the subject of an Enhanced Site Qualification Enquiry;

(B) a Downstream Service Provider that is undertaking the activities described in section 10(b)(i) only; and/or

(C) in connection with Customer or Downstream Service Provider’s use of the FNN/ULL Provider ID, to contact the Carrier or Carriage Service Provider identified by the FNN/ULL Provider ID consistently with the Connect Outstanding Code prior to submitting a Connect Outstanding Transition Order;

(ii) a Site Qualification Enquiry that is not an Enhanced Site Qualification Enquiry:

(A) the relevant Line Status to a current or prospective Contracted End User;

and/or

(B) a Downstream Service Provider that is undertaking the activities described in sections 10(b)(i) and 10(b)(ii),

and such disclosure is made in accordance with clause D1 of the Head Terms and only for the limited purpose set out in sections 10(b) or 10(c) (as the case may be).

(f) nbn may, acting reasonably, at any time request information from Customer concerning Customer’s compliance with this Agreement with regard to the access, use and disclosure of FNN/ULL Data (including Customer’s compliance with section 10(d)), and Customer must provide such information within 10 Business Days, or such longer period as may be agreed by nbn (during which period the parties will consult concerning nbn’s reasons for making the information request and the nature of Customer’s response to the information request).

(g) If nbn, acting reasonably:

(i) is not satisfied that Customer is fully complying with this Agreement with regard to the access, use and disclosure of FNN/ULL Data (including section 10(d)) after considering Customer’s response to the request for information or the results of any consultation conducted under section 10(f); or

(ii) considers that Customer has not responded or consulted adequately with nbn under section 10(f),

Customer must, at its cost:

(iii) on at least 10 Business Days’ notice, allow nbn or any person authorised by nbn to inspect any relevant premises, systems, networks, documents, records, or processes to the extent necessary for nbn to, acting reasonably, audit whether the Customer has complied with this Agreement with regard to the access, use and disclosure of FNN/ULL Data (including section 10(d)); and

(iv) cooperate, and procure that its Personnel are available and cooperate, with nbn to assist nbn with any audit under this section 10(g).

(h) Customer must maintain records that are sufficient to enable nbn to determine whether the Customer has complied with this Agreement in relation to the access, use and disclosure of, FNN/ULL Data (including section 10(d)), and retain those records for a minimum of 6 years.
(i) **nbn** must act reasonably with respect to the frequency of information requests under section 10(f) and audits conducted under section 10(g).

(j) **nbn** will, if requested by Customer, procure that any person authorised by **nbn** to conduct an audit under section 10(g):

(i) complies with Customer’s reasonable security procedures; and

(ii) prior to conducting any audit, executes a confidentiality undertaking in a form reasonably required by Customer.

(k) If Customer becomes aware of or suspects that Customer’s conduct, or that of its Personnel, or of its Downstream Service Providers or their Personnel, is, or would be, in breach of this Agreement with respect to FNN/ULL Data, Customer must:

(i) promptly notify **nbn** in writing, giving full details;

(ii) take all steps reasonably necessary to minimise and mitigate any Loss to **nbn** and to preserve the confidentiality of the FNN/ULL Data; and

(iii) cooperate, and procure that its Downstream Service Providers and Contracted End Users cooperate, with **nbn** to take all steps reasonably necessary to minimise and mitigate any Loss to **nbn** and to preserve the confidentiality of the FNN/ULL Data.

(l) **nbn** may, if it becomes aware of or reasonably suspects that:

(i) the access, use or disclosure of FNN/ULL Data pursuant to this section 10 is not permitted under contract or law; or

(ii) Customer’s conduct (or that of its Personnel, Downstream Service Providers or their Personnel) with respect to FNN/ULL Data:

(A) is in breach of this Agreement; or

(B) would cause **nbn** to be in breach of the terms on which it is permitted to provide Customers with access to FNN/ULL Data or any law,

take any reasonable remedial action to prevent or mitigate such breaches (including suspending Customer’s access to or use of the Site Qualification System, Site Qualification Information, Enhanced Site Qualification Enquiries and/or FNN/ULL Data), provided that at, or as soon as feasible after, the time **nbn** takes any such remedial action, **nbn** provides Customer with written notice setting out:

(iii) subject to any applicable confidentiality requirements, **nbn**’s reasons for exercising its rights under this section 10(i); and

(iv) the actions (if any) Customer could take to remedy, prevent or mitigate the relevant circumstances giving rise to the imposition of such remedial action.

(m) When any conduct by Customer, Downstream Service Provider or any of their respective Personnel of the nature described in sections 10(k) or 10(l) has been addressed to **nbn**’s reasonable satisfaction, **nbn** will, as soon as reasonably practicable, take all steps that are reasonably practicable to:

(i) subject to section 10(m)(ii), reinstate Customer’s right to access, use and disclose the FNN/ULL Data; and

(ii) where necessary, seek reinstatement of **nbn**’s right to access, use and disclose the FNN/ULL Data and/or **nbn**’s contractual rights to pass on those rights of access, use and disclosure to Customer.
(n)  \(nbn\) will consult with Customer before taking any remedial action under section 10(l), where it is reasonably practicable for \(nbn\) to do so.

(o)  Access by Customer to FNN/ULL Data may be suspended from time to time:

(i)  for planned or unplanned maintenance, update or upgrade works to the FNN/ULL Database; or

(ii)  as a result of a suspension of \(nbn\)’s right to access and use the FNN/ULL Data, and/or \(nbn\)’s contractual rights to pass on those rights of access and use to Customer,

in which case \(nbn\) will provide Customer notice of such suspension as soon as is feasible in the circumstances and, if feasible, before the start of the suspension of access.

(p)  If \(nbn\)’s rights of access to, or use of, or obligations in respect of, FNN/ULL Data under contract or law are varied or terminated for any reason, then one or more of the following will apply, as notified by \(nbn\) to Customer:

(i)  if \(nbn\) is unable to provide or continue to provide the FNN/ULL Data on terms that are reasonably acceptable to \(nbn\), that variation or termination will constitute a Force Majeure Event;

(ii)  \(nbn\) may vary or terminate supply of FNN/ULL Data to Customer; and

(iii)  Customer must comply with \(nbn\)’s directions relating to Customer’s access to FNN/ULL Data.

(q)  \(nbn\):

(i)  makes no warranty as to the accuracy, completeness or fitness for purpose of the FNN/ULL Data; and

(ii)  to the maximum extent permitted by law, is not liable for any Loss suffered by any person using, disclosing or acting on the FNN/ULL Data whether the Loss arises in relation to, in connection with or as a result of any negligence, default or lack of care on the part of \(nbn\) or any of its representatives, or from any misrepresentation or any other cause.

(r)  Customer:

(i)  unconditionally and irrevocably releases \(nbn\), Telstra and their representatives from any liability which (notwithstanding the disclaimer in section 10(q)) may arise, whether directly or indirectly; and

(ii)  must not, and must impose as a condition of the sub-licence described in section 10(c), that each Downstream Service Provider agrees not to, bring any claim against \(nbn\), Telstra or their representatives,

in relation to, in connection with, or as a result of the use of the FNN/ULL Data or any reliance placed by any person on any FNN/ULL Data or the non-disclosure of any information regardless of its form, including any liability resulting from any negligence, default or lack of care on the part of \(nbn\), Telstra or any of their representatives, or from any misrepresentation or any other cause.

(s)  Customer irrevocably consents, and must procure the irrevocable consent of its relevant Related Bodies Corporate, Downstream Service Providers and their Related Bodies Corporate (together the “consenting party”):

(i)  to:
(A) **nbn** disclosing to Telstra or an Other Customer (and permitting the Other Customer to disclose to their Related Bodies Corporate or their downstream customers); and

(B) Telstra disclosing to (directly or indirectly) any third party (including **nbn**, and Telstra’s Related Bodies Corporate, customers and their downstream service providers and Related Bodies Corporate),

the consenting party’s EPID Code and any relevant ULL ID or other information relating to the consenting party’s personal particulars or affairs, or carriage services supplied or intended to be supplied to another person by the consenting party relevant to the actual or prospective supply by **nbn** of a Product to Customer, Downstream Service Providers or their Related Bodies Corporate or services to an Other Customer or their downstream service providers or their Related Bodies Corporate under an Other Wholesale Broadband Agreement; and

(ii) to **nbn** or an FTTB/FTTN Installer or FTTC Installer carrying out any FTTB/FTTN Installation Activity or FTTC Installation Activity (as the case may be) necessary to supply the relevant service to Customer, its relevant Related Bodies Corporate, Downstream Service Providers, their Related Bodies Corporate or any Other Customer.

(t) The consents given under section 10(s) survive the termination or expiry of this Agreement.

(u) Clauses D1.2(b) and D1.2(d) of the **Head Terms** do not apply in respect of FNN/ULL Data to the extent there is any inconsistency between those clauses and this section 10.

Section 11 is a Service Term which applies to the **nbn™** Platform Interfacing Service.

11. Service Transfers

(a) Customer authorises **nbn** to disclose the identity (including the EPID Code) of Customer to:

(i) where Customer is the Gaining Customer, the Other Losing Customer to the extent necessary to effect a Service Transfer; or

(ii) where Customer is the Losing Customer, the Other Gaining Customer to the extent necessary to effect a service transfer order under an Other Wholesale Broadband Agreement.

(b) Where Customer is the Losing Customer, Customer authorises, and must ensure the authority of its Downstream Service Providers for, **nbn** to cause the relevant service transfer to occur including disconnecting or otherwise ceasing to supply the relevant Ordered Product which is the subject of the service transfer order placed by the Other Gaining Customer.

(c) Nothing in this section 11 limits any rights Customer may have against the Other Gaining Customer or Other Losing Customer (as the case may be).

(d) If Customer submits a Service Transfer Order for a Same Port Transfer, it must have a Customer Authority that is not more than 45 days old before the date of submission.
12. Transition Advice Information

12.1 Transition Advice Information disclosure

If Customer:

(a) orders \textit{nbn}™ Ethernet (FTTB), \textit{nbn}™ Ethernet (FTTN) or \textit{nbn}™ Ethernet (FTTC);
(b) requests a Voiceband Reinstatement; or
(c) requests a Transition Reversal,

in respect of a Premises, Customer consents to Transition Advice Information being disclosed by:

(d) \textit{nbn} to Telstra; and
(e) \textit{nbn} and Telstra to any third party (including an Other Customer),

for the purposes of effecting the temporary or permanent disconnection, or the reinstatement, of any Voiceband Service and any Non-Voiceband Service supplied to that Premises.

12.2 Additional Customer information disclosure

\textit{nbn} may disclose Customer’s identity to Telstra for the purposes of notifying Telstra that Customer may order \textit{nbn}™ Ethernet (FTTB), \textit{nbn}™ Ethernet (FTTN) or \textit{nbn}™ Ethernet (FTTC) in respect of a Premises.

Section 13 is a Service Term which applies to the \textit{nbn}™ Platform Interfacing Service and should be read in conjunction with clause D1.5 of the \textit{Head Terms}.

13. Non-Addressable Objects

\textit{nbn} does not make any representation or warranty about the completeness or accuracy of the details of Non-Addressable Objects made available to Customer.
Part E: Risk Management

This document does not contain any Risk Management terms which are specific to the nbn™ Platform Interfacing Service and additional to module E of the Head Terms.
Part F: Agreement Management

This document does not contain any Agreement Management terms which are specific to the nbn™ Platform Interfacing Service and additional to module F of the Head Terms.
Part G: Dispute Management

This document does not contain any Dispute Management terms which are specific to the nbn™ Platform Interfacing Service and additional to module G of the Head Terms.
Part H: General Terms

This document does not contain any Special Terms or Service Terms of a general nature which apply to the nbn™ Platform Interfacing Service and are additional to module H of the Head Terms.
Part I: Service Management

Section 14 is a Service Term which applies in connection with the nbn™ Platform Interfacing Service.

14. Performance Objectives for B2B Access via APIs

For the API Introduction Period, Performance Objectives under sections 1.1 and 1.2 of the Service Levels Schedule for the nbn™ Platform Interfacing Service will be calculated excluding any measurement of B2B Access via APIs.