

Dictionary

Wholesale Broadband Agreement



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.

Dictionary

Wholesale Broadband Agreement

Version	Description	Effective Date
3.0	First issued version of WBA 3	17 November 2017
3.1	NEBS supplied by means of the nbn™ FTTC Network	Later of the FTTC Commercial Launch Date and the Execution Date
3.2	Updates for the Appointments section of the Operations Manual	16 April 2018

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Environment

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

Introduction

This Dictionary contains definitions used in this Agreement.

Other documents which comprise this Agreement also contain additional definitions. Where expressly stated, such additional definitions may replace the definitions in this Dictionary.

Definitions

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

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

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

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

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

90 Day Bank Bill Swap Rate means, for any period:

- (a) the rate which is the average of the bid rates shown at or about 10.30 am (Sydney time) on page "BBSY" on the Reuters Monitor System on the first day of that period for a term equal to 90 days; and
- (b) if:
 - (i) the page referred to in paragraph (a) of this definition is replaced or the service referred to in paragraph (a) of this definition ceases to be available; or
 - (ii) the basis on which the rate referred to in paragraph (a) of this definition is calculated or displayed changes after the date of this Agreement and **nbn** determines that the rate ceases to reflect **nbn**'s cost of funding to the same extent as at the date of this Agreement,

the rate determined by **nbn** acting reasonably, to be the appropriate equivalent rate having regard to prevailing market conditions.

Rates will be expressed as a yield percent per annum to maturity and if necessary will be rounded up to the nearest fourth decimal place.

AAA means authentication, authorisation and accounting.

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

AC means Alternating Current.

ACCC means the Australian Competition and Consumer Commission.

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

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

- (a) where the Customer or a Downstream Service Provider proposes to supply a standard telephone service to an End User at a Premises that is an Inactive Premises for that

End User; and

(b) which is ordered by Customer as an 'Accelerated Connection'.

Acceptable Credit Rating means a long term credit rating for senior unsecured indebtedness of at least BBB from Standard and Poor's Ratings Group, or an equivalent rating from a reputable international rating agency.

Acceptable Insurer means an insurer which is:

- (a) a reputable APRA authorised insurer;
- (b) APRA exempt and maintains a Standard & Poor's rating of A minus or higher (or an equivalent rating from a reputable international rating agency);
- (c) in the case of workers compensation insurance, an authorised self insurer, specialist insurer or scheme agent; or
- (d) otherwise approved in writing by **nbn** (which consent must not be unreasonably withheld).

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

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

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

Access Component Disconnection means the disconnection of a UNI or AVC supplied by **nbn** to Customer in respect of a Premises.

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

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

but does not include a Priority Assistance Modification.

Access Component Reactivation means the Activation of the Access Components in respect of:

- (a) a Service Class 3, Service Class 6, Service Class 13, Service Class 24 or Service Class 34 Premises where equivalent Access Components were previously being provided by **nbn** on the same NTD, FTTC-NCD or **nbn**TM Copper Pair where no attendance at the Premises is required; or
- (b) a Service Class 9 Premises where equivalent Access Components were previously being

provided by **nbm** on the same NTD.

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

Access Loop Identification means the functionality described in section 4.1.2 of the [nbmTM Ethernet Product Technical Specification](#) and section 4 of the Network Interface Specification – AVC.

Access Seeker means a Carrier, Carriage Service Provider, Content Service Provider or Specified Utility engaged in a related Specified Activity seeking the supply of a Product from **nbm** that is not Customer or an Other Customer.

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

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

Access Virtual Circuit has the meaning given to that term in section 3 of the [nbmTM Ethernet Product Description](#) or, for the purposes of the Sandpit, has the meaning given to that term in the [Sandpit Service Description](#).

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

Acknowledged means the Order Status described in section 4.5.1.6 of the [WBA Operations Manual](#) or the Trouble Ticket Status described in section 5.2.2 of the [WBA Operations Manual](#), as the context requires.

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

ACMA means the Australian Communications and Media Authority.

ACS means Automatic Configuration Server.

ACT Utilities Tax means the tax imposed under the *Utilities (Network Facilities Tax) Act 2006* (ACT).

Activation means the completion of an activation order for the setup and activation of any Product, Product Component or Product Feature.

Activity means those activities of **nbm** that are the subject of Service Levels, Performance Objectives or Operational Targets in any Service Levels Schedule.

Actual Appointment means:

- (a) in respect of the Satellite Network, an Appointment which has been scheduled by **nbm** with the Contracted End User (or their authorised representative aged 18 or over) after Customer has reserved installation capacity in accordance with the [WBA Operations Manual](#); or
- (b) in respect of any other **nbm**TM Network, an Appointment.

Actual Trouble Ticket Appointment means:

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- (a) in respect of the Satellite Network, a Trouble Ticket Appointment which has been scheduled by **nbn** with the Contracted End User (or their authorised representative aged 18 or over) after Customer has reserved assurance capacity in accordance with the [WBA Operations Manual](#); or
- (b) in respect of any other **nbn**TM Network, a Trouble Ticket Appointment.

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

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

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

Address Query has the meaning given to that term in section 4.2.3 of the [WBA Operations Manual](#).

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

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

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

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

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

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

Adverse Network Impact means any event or series of events which:

- (a) endangers the health or safety of any person;
- (b) damages, threatens, interferes with, prejudices the integrity of, degrades or results in the deterioration of the operation or performance of any other party's network, systems, equipment, property, infrastructure or facilities;
- (c) in the case of Customer, causes a nuisance in or while accessing **nbn**TM Infrastructure; or
- (d) in the case of Customer, damages, threatens, interferes with, prejudices the integrity of, degrades or causes the deterioration of the operation or performance of:
 - (i) **nbn**TM Infrastructure;
 - (ii) communications within **nbn**TM Infrastructure (including Carriage Services and Content Services provided over the **nbn**TM Infrastructure);
 - (iii) any Other Customer's network, systems, equipment, property, infrastructure or facilities used in connection with the **nbn**TM Network or at the National Test

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Facility;

- (iv) the Products or the supply of any other products or services to Customer or any Other Customer; or
- (v) other property or facilities of any third party.

Advisory Notice has the meaning given to that term in section 151AQB of the Competition and Consumer Act.

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

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

- (a) is a Standard Installation (except regarding the requirements of section 28.1(a)(ii) of the [nbn[™] Ethernet Product Terms](#)); and
- (b) occurs during an After Hours Installation Appointment.

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

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

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

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

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

Amendment Order has the meaning given to that term in section 4.5.1.2 of the [WBA Operations Manual](#).

Ancillary Charge has the meaning given to the term "Other Charge" under an SAU.

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

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

Appointment Enquiry has the meaning given to that term in section 4.6.1.2 of the [WBA Operations Manual](#).

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

Appointment Status means the status of an Appointment as Reserved, Booked, In Progress, Complete, Incomplete and Cancelled as described in section 4.6.1.1 of the [WBA Operations Manual](#).

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

Approved Panel Terms means the standard terms of appointment of Panel Members approved by the ACCC from time to time pursuant to an SAU and published on **nbn**'s Website.

Approved Purpose has the meaning given to that term in clause D3.2(a) of the [Head Terms](#).

As Built Drawings means drawings which show the state of the installation of Customer's lead-in or backhaul transmission cables in their 'as built' form.

ATA means Analogue Telephony Adaptor.

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

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

Authorised Contact means a person authorised to raise a Billing Enquiry and/or Billing Dispute on behalf of Customer.

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

Authorised User has the meaning given to that term in section 2.2.4.2 of the [WBA Operations Manual](#).

Authorisation to Alter Document means any document published by **nbn** from time to time authorising registered cabling providers to move, remove or alter any part of the **nbn**TM Network.

Authority to Leave means the authorisation (either provided directly to Customer or via a Downstream Service Provider) of a Contracted End User for **nbn** to leave the **nbn**TM Equipment at the Premises if the Contracted End User (or their authorised representative aged 18 or over) is not present at the Premises at the time of the delivery.

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

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

AVC Service ID has the meaning given to that term in section 4.1.2 of the [nbnTM Ethernet Product Technical Specification](#).

AVC TC-1 has the meaning given to that term in section 3.1(c) of the [nbnTM Ethernet Product Description](#).

AVC TC-2 has the meaning given to that term in section 3.1(c) of the [nbnTM Ethernet Product Description](#).

AVC TC-4 has the meaning given to that term in section 3.1(c) of the [nbnTM Ethernet Product Description](#).

AVC Traffic Flow means, in respect of an **nbn**TM Ethernet Ordered Product, the transmission SFAA - Wholesale Broadband Agreement - Dictionary

of traffic on **nbn**TM Ethernet in respect of that Ordered Product.

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

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

B2B Access has the meaning given to that term in section 2 of the [Service Description for the nbnTM Platform Interfacing Service](#).

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

B2B Interface Version means B2B specifications that are described in an 'nbnTM Platform Interfacing Service B2B Access Release Note'.

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

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

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

B2B Specifications means the latest version of the set of documents that **nbn** identifies as being the B2B Specifications and which **nbn** provides to Customer from time to time in accordance with this Agreement.

BAF or Billing Adjustment File means the document described in, and containing the details set out in, section 7.4.1.5 of the [WBA Operations Manual](#).

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

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

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

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

BEF or Billing Event File means the document described in, and containing the details set out in, section 7.4.1.4 of the [WBA Operations Manual](#).

BGP means border gateway protocol.

BIF or Billing Invoice File means the document described in, and containing the details set out in, section 7.4.1.3 of the [WBA Operations Manual](#).

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

Billing Account Request Form has the meaning given to that term in section 2.2.1.2 of the [WBA Operations Manual](#).

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

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

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

Billing Dispute Form means the document by that name which is published by **nbn** from time to time.

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

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

Billing Enquiry means an enquiry raised by Customer regarding a matter set out in section 7.9.2.1 of the [WBA Operations Manual](#).

Billing Expert means a person who is an auditor qualified under Australian law and appointed under clause B5.7 of the [Head Terms](#) to determine a Billing Dispute.

Billing Period means each period of one calendar month starting on the day selected or determined in accordance with clause B2.2 of the [Head Terms](#).

Billing Period Options has the meaning given to that term in clause B2.2(a) of the [Head Terms](#).

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

Booked means the Appointment Status described in section 4.6.1.1 or the Trouble Ticket Appointment Status described in section 5.3.3.1 of the [WBA Operations Manual](#), as the context requires.

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

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

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

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

Business Day means any day other than a Saturday, Sunday or public holiday in the States or Territories where the relevant works or tasks are being carried out.

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

being carried out.

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

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

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

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

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

Cancelled means the Order Status described in section 4.5.1.6, the Appointment Status described in section 4.6.1.1, the Trouble Ticket Status described in section 5.2.2 or the Trouble Ticket Appointment Status described in section 5.3.3.1 of the [WBA Operations Manual](#), as the context requires.

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

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

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

Carriage Service has the meaning given to that term in section 7 of the Telecommunications Act.

Carriage Service Provider has the meaning given to that term in section 87 of the Telecommunications Act.

Carrier has the meaning given to that term in section 7 of the Telecommunications Act.

CBS or **Committed Burst Size** means the length of a burst of Layer 2 traffic (either in bytes or milli-seconds as set out in section 3 of the Network Interface Specification – AVC and section 3 of the Network Interface Specification – CVC) that may be received at ingress to the **nbn**[™] Network, for a traffic class which is subject to a CIR before traffic is discarded by the **nbn**[™] Network.

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

Central Splitter means a central splitter installed in connection with the supply of a Product, Customer Product or Downstream Product, located at a Premises, whether or not located within the **nbn**[™] Network Boundary.

Central Splitter Fault means a fault or a failure in a Central Splitter installed as a Professional Splitter Installation that:

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

of the Central Splitter.

Chair of the Resolution Institute means the Chair, from time to time, of the Resolution Institute.

Change in Control means, in relation to a party, a change of the entity which Controls the party or, if no entity Controls the party, the assumption of Control of the party by an entity.

Charges means the charges (including any Taxes) set out in a Price List.

CIR or Committed Information Rate means the Information Rate which the **nbn**[™] Network is committed to transfer for a particular link under normal conditions, as further described in the [nbn[™] Ethernet Product Technical Specification](#).

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

- (a) in the case of an **nbn**[™] Ethernet (FTTB) Ordered Product or **nbn**[™] Ethernet (FTTN) Ordered Product supplied using a Transitioning Special Service Line in respect of which the Designated Special Service is:
 - (i) Telstra's Frame Relay "Direct Special Service", as defined in the Telstra Migration Plan;
 - (ii) Telstra's ISDN10/20/30 "Direct Special Service", as defined in the Telstra Migration Plan;
 - (iii) Telstra's ISDN2 "Direct Special Service", as defined in the Telstra Migration Plan; or
 - (iv) a service that is certified as a "Special Service Input" in accordance with the Telstra Migration Plan as a service equivalent to a "Direct Special Service" listed in paragraph (b)(i) to (iii) above, supplied by means of a ULLS supplied by Telstra,

5Mbps (CIR) for all TC-2 bandwidth profiles ordered;
- (b) in the case of any other **nbn**[™] Ethernet (FTTB) Ordered Product or **nbn**[™] Ethernet (FTTN) Ordered Product supplied using a Transitioning Special Service Line:
 - (i) 5 Mbps (CIR) if that TC-2 bandwidth profile is ordered; or
 - (ii) 10 Mbps (CIR) if that TC-2 bandwidth profile or the 20 Mbps (CIR) TC-2 bandwidth profile, is ordered; and
- (c) otherwise, for an **nbn**[™] Ethernet (FTTB) Ordered Product or **nbn**[™] Ethernet (FTTN) Ordered Product to which a CIR Objective applies in accordance with the Product Description and [WBA Operations Manual](#):
 - (i) 5 Mbps (CIR) if that TC-2 bandwidth profile is ordered; or
 - (ii) 10 Mbps (CIR) if that TC-2 bandwidth profile, or the 20 Mbps (CIR) TC-2 bandwidth profile, is ordered.

Claim means any and all claims, alleged claims, actions, suits or proceedings by any person of any nature or kind, whether in contract, tort (including negligence) at common law, in equity, under statute or otherwise however arising.

CLMS means the contract lifecycle management system including the electronic web portal

made available by **nbm** to Customer for contract management and execution.

CLMS Communication means any communication described in clause H1.1(a) of the [Head Terms](#) given by **nbm** to Customer through CLMS, which may include any:

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

but does not include any:

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

Closed means the Trouble Ticket Status described in section 5.2.2 of the [WBA Operations Manual](#).

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

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

Co-existing Services means the following services:

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

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

Co-location Connection Point means the designated point on an **nbm**TM ODF at which **nbm** presents the Customer Active Equipment hosted by **nbm** as part of Co-location, via cross-connections supplied by **nbm** as part of Co-location.

Collaboration Protocol Agreement means the agreement, described in accordance with the Organization for the Advancement of Structured Information Standards (OASIS) Collaboration-Protocol Profile and Agreement Specification v2.0 for the purpose of defining the business services exposed by both the **nbm**TM B2B Gateway and Customer B2B Gateway, and notified by

nbn to Customer from time to time.

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

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

Commercial Rebate means a Connection Rebate, Service Fault Rebate, Enhanced Fault Rectification Rebate or any other Rebate specified by **nbn** as a "Commercial Rebate" from time to time.

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

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

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

Common Property means any real property or part thereof which is owned or managed by a third party strata body, managing corporation or other similar entity, or which is otherwise common to, accessible by, or shared between, two or more separately owned or occupied Premises to which **nbn** may require access, including to perform any installation, activation, assurance or testing activity of Connecting Equipment at a Premises in connection with the supply of a Product.

Commonwealth means the Commonwealth of Australia.

CommsAlliance means Communications Alliance Ltd.

Compatible means capable of integration and operation with the **nbn**[™] Infrastructure with no modification or conversion required to the **nbn**[™] Infrastructure, including having regard to the compatibility requirements notified by **nbn** under clause C5.1(a) of the [Head Terms](#) or otherwise under this Agreement.

Competition and Consumer Act means the *Competition and Consumer Act 2010* (Cth).

Competition Notice has the meaning given to that term in section 151AB of the Competition and Consumer Act.

Complete means the Order Status described in section 4.5.1.6, the Appointment Status described in section 4.6.1.1, the Trouble Ticket Appointment Status described in section 5.3.3.1, or the Test Status described in section 5.2.1.1 of the [WBA Operations Manual](#), as the context requires.

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

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

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

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

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

Confidential Information means all information, know-how, ideas, concepts, technology, marketing, product, operational, financial and other industrial or commercial knowledge and data of a confidential nature (whether in tangible or intangible form and whether coming into existence before or after the commencement of this Agreement) of a party or any of its Related Bodies Corporate relating to or developed in connection with this Agreement (the "first mentioned party"), and includes, in the case of **nbn**, Confidential Marketing Information, but does not, in the case of either party, include:

- (a) information which is or becomes part of the public domain (other than through any breach of this Agreement);
- (b) information rightfully received by the other party from a third person without a duty of confidentiality being owed by the other party to the third person, except where the other party has knowledge that the third person has obtained that information either directly or indirectly as a result of a breach of any duty of confidence owed to the first mentioned party;
- (c) information which has been independently developed by the other party;
- (d) Product Development Confidential Information; or
- (e) information about Products supplied by **nbn** (including where that information is generated by **nbn**) that has been aggregated with other information of a similar or related nature, such that Customer, Downstream Service Providers or End Users cannot be identified by the information or any part of it.

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

- (a) Construction Rollout Plans;
- (b) Ready for Service Rollout Plans;
- (c) Historical Rollout Region Lists;
- (d) Point of Interconnect Rollout Plans;
- (e) Rollout boundary data;
- (f) Proposed Footprint Lists;
- (g) Historical Footprint Lists;
- (h) data and information derived from Historical Footprint Lists;
- (i) Greenfield Supplement Updates;
- (j) Service Class information;

- (k) **nbn**TM Network Boundaries Maps and Polygons;
- (l) coverage maps of brownfield, greenfield and fixed wireless areas;
- (m) the **nbn**TM Marketing Handbook;
- (n) Operational Bulletins; and
- (o) the **nbn**TM Power Resiliency Policy,

but does not include:

- (p) information or data generated from the **nbn**TM Service Portal or B2B Access;
- (q) information or data generated from the "Check your address" tool on **nbn**'s Website; or
- (r) the Take Up Rate & Forecasting Tool made available by **nbn** to Customer.

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

Connect Order has the meaning given to that term in section 4.5.1.1 of the [WBA Operations Manual](#).

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

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

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

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

Connecting Equipment means:

- (a) in respect of **nbn**TM Ethernet (Fibre), any or all (as the context requires) of:
 - (i) a Drop Fibre;
 - (ii) a PCD;
 - (iii) a Connecting Fibre;
 - (iv) an NTD (and any installation and provision of an associated battery back-up unit and First Battery); and
 - (v) any ancillary equipment, facilities, lines or network owned or controlled by, or operated by or on behalf of **nbn** between, and including, the NAP and the NTD;
- (b) in respect of **nbn**TM Ethernet (FTTB):
 - (i) a Jumper Cable; and
 - (ii) any other equipment which **nbn** considers is required to transition the service to **nbn**;
- (c) in respect of **nbn**TM Ethernet (FTTN) supplied to a Premises at an MDU Site:

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- (i) a Jumper Cable; and
 - (ii) any other equipment which **nbm** considers is required to transition the service to **nbm**;
- (d) in respect of **nbm**TM Ethernet (FTTN) supplied to a Premises which is not at an MDU Site, any or all (as the context requires) of:
 - (i) a Lead-In Cable;
 - (ii) a PCD;
 - (iii) a Copper Connecting Cable;
 - (iv) a Passive NTD;
 - (v) a Telecommunications Outlet; and
 - (vi) any other equipment which **nbm** considers is required to transition the service to **nbm**;
- (e) in respect of **nbm**TM Ethernet (HFC):
 - (i) HFC Wall Outlet Connecting Equipment; and
 - (ii) HFC-NTD Connecting Equipment;
- (f) in respect of **nbm**TM Ethernet (Wireless), any or all (as the context requires) of:
 - (i) an outdoor NTD component;
 - (ii) a connecting cable;
 - (iii) an indoor NTD component; and
 - (iv) any ancillary equipment, facilities, lines or network owned or controlled by, or operated by or on behalf of **nbm** between, and including, the indoor component of the NTD and the outdoor component of the NTD;
- (g) in respect of **nbm**TM Ethernet (Satellite):
 - (i) an outdoor NTD component;
 - (ii) a connecting cable;
 - (iii) an indoor NTD component; and
 - (iv) any ancillary equipment, facilities, lines or network owned or controlled by, or operated by or on behalf of **nbm** between, and including, the indoor component of the NTD and the outdoor component of the NTD;
- (h) in respect of **nbm**TM Ethernet (FTTC) supplied to a Premises at an MDU Site:
 - (i) a Jumper Cable;
 - (ii) FTTC-NCD Connecting Equipment; and
 - (iii) any other equipment which **nbm** considers is required to transition the service to

nbn; or

- (i) in respect of **nbn**TM Ethernet (FTTC) supplied to a Premises which is not at an MDU Site, any or all (as the context requires):
 - (i) a Lead-In Cable;
 - (ii) a PCD;
 - (iii) a Copper Connecting Cable;
 - (iv) a Passive NTD;
 - (v) a Telecommunications Outlet;
 - (vi) FTTC-NCD Connecting Equipment; and
 - (vii) any other equipment which **nbn** considers is required to transition the service to **nbn**.

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

Connection Rebate means the rebate in respect of **nbn**'s failure to achieve Service Levels for End User Connections calculated in accordance with section 1.4 of the [nbnTM Ethernet Service Levels Schedule](#).

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

Connectivity Virtual Circuit has the meaning given to that term in section 2 of the [nbnTM Ethernet Product Description](#) or, for the purposes of the Sandpit, has the meaning given to that term in the [Sandpit Service Description](#).

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

Contact Matrix means the matrix of Contact Details created in accordance with section 1.4 of the [WBA Operations Manual](#).

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

Content Service has the meaning given to that term in section 15 of the Telecommunications Act.

Content Service Provider has the meaning given to that term in section 97 of the Telecommunications Act.

Contracted End User means an End User acquiring a Customer Product or Downstream Product under a contract with Customer, a Downstream Service Provider or another Contracted End User (as the case may be).

Contracted End User Details means any information about any Contracted End User that is required by **nbn** to exercise its rights or perform its obligations under this Agreement or by law.

Contracted End User Equipment means any equipment that is used by any Contracted End User in connection with the **nbn**TM Network or any Customer Product or Downstream Product,

including Central Splitters, residential gateways, routers and personal computers.

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

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

Corporations Act means the *Corporations Act 2001* (Cth).

Corrective Action means all steps that are reasonably practicable in the circumstances that **nbn** will undertake to address the non-achievement of a Performance Objective.

CoS means Class of Service.

Credit means a credit made available by **nbn** to Customer under this Agreement.

Credit Review means a review conducted in accordance with section 3 of the [Credit Policy](#).

Credit Review Date means the date on which an assessment is to be conducted to determine whether Customer is a Credit Risk as notified by **nbn** to Customer under the [Credit Policy](#).

Credit Review Event means the occurrence of any of the following:

- (a) any amount due under this Agreement becomes an Overdue Amount;
- (b) **nbn** has reasonable grounds to believe that the Credit Risk posed by Customer is materially increased, or will materially increase;
- (c) **nbn** has reasonable grounds to believe that Customer is likely to be subject to an Insolvency Event;
- (d) there is, or in **nbn**'s reasonable opinion is likely to be, a substantial increase in the amount of Charges payable by Customer under this Agreement;
- (e) **nbn** has issued a Default Notice to Customer under this Agreement; or
- (f) there is a Change in Control of Customer.

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

Credit/Rebate Claim Form means the document by that name which is published by **nbn** from time to time.

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

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

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

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

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

CSG Auditor means the person appointed by **nbn** to audit any CSG Compensation claims made by Customer under section 15.4 of the [nbn™ Ethernet Service Levels Schedule](#).

CSG Compensation means a Credit claimed by Customer and calculated in accordance with section 15 of the [nbn™ Ethernet Service Levels Schedule](#).

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

Custom Remediation Solution means, in respect of a Remediation Case, performance of activities which are not included in the Standard Remediation Solution and may involve:

- (a) like-for-like replacement of long copper cable runs (being copper cable runs that are 50 metres in length or longer and/or distribution copper cable runs) and related joints;
- (b) construction work;
- (c) network equipment installation;
- (d) distribution cable replacement;
- (e) redesign to another access technology; and
- (f) such other activities as may be determined by **nbn** from time to time.

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

Customer Active Equipment means active equipment that is:

- (a) owned, controlled or operated by Customer;
- (b) used or to be used by Customer in relation to the transmission of traffic on **nbn™** Ethernet that is supplied by **nbn** to Customer or any Other Customer (excluding hosting servers and content distribution network infrastructure); and
- (c) of a type approved by **nbn** pursuant to section 7.3 of the [Service Description for the Facilities Access Service](#),

and any other equipment as advised by **nbn** from time to time.

Customer Authority means the authorisation (either provided directly to Customer or via a Downstream Service Provider) of a Contracted End User for Customer to commence the process of placing or fulfilling an order for the supply to the Contracted End User of a Customer Product or Downstream Product (as the case may be) at a Premises or other location that is the subject of the authorisation and to use information relating to the Contracted End User's personal particulars and affairs for that purpose.

Customer Authority Date means the date Customer certifies to **nbn** that Customer obtained Customer Authority applicable to the Premises or other location that is the subject of an Enhanced Site Qualification Enquiry.

Customer B2B Gateway means the ebMS 2.0 compliant gateway that is hosted by Customer as further described in the [Service Description for the nbn™ Platform Interfacing Service](#).

Customer Billing Account has the meaning given to that term in section 2.2.1.2 of the [WBA Operations Manual](#).

Customer Disconnection Obligation means an obligation under this Agreement to:

- (a) disconnect and/or remove any Customer Equipment or other items owned or controlled

by Customer from the **nbn**TM Infrastructure;

- (b) disconnect, remove and/or return to **nbn** any **nbn**TM Equipment supplied by **nbn** to Customer;
- (c) disconnect any connections made by or on behalf of Customer from the Customer Network to the **nbn**TM Infrastructure; or
- (d) disconnect or ensure the disconnection of any connections made by or on behalf of any Downstream Service Provider or Contracted End User to the **nbn**TM Infrastructure in connection with Customer's supply of Customer Products.

Customer Equipment means any equipment that is:

- (a) used by Customer in connection with the **nbn**TM Network, the **nbn**TM Platform, the National Test Facility or any Ordered Product; or
- (b) provided by or on behalf of Customer to any Downstream Service Provider or Contracted End User to whom it supplies Customer Products for use in connection with the **nbn**TM Network or any Customer Product,

but excludes all **nbn**TM Equipment and Common MDU Site Equipment.

Customer Event means:

- (a) any act or omission of Customer, any Downstream Service Provider or any End User other than in accordance with this Agreement or that is otherwise unlawful; or
- (b) any event or circumstance to the extent caused or contributed to by:
 - (i) the Customer Network, Customer Platform or any Customer Equipment; or
 - (ii) the network, systems, equipment or facilities of any Downstream Service Providers or any End Users.

Customer Forecast means the forecast of End User Connections provided by Customer to **nbn** in accordance with section 4.2.2.1 of the [WBA Operations Manual](#).

Customer Group Member means each Other Customer who, at the date a relevant Claim arises, is a Related Body Corporate of Customer.

Customer Group WBA means each Other Wholesale Broadband Agreement between **nbn** and any Customer Group Member.

Customer IPRs means any Intellectual Property Rights owned by Customer or a Related Body Corporate of Customer.

Customer Managed Installation - FTTC means:

- (a) Customer Professional Installation – FTTC; and/or
- (b) End User Installation – FTTC (Customer Dispatch).

Customer Material means all material provided or otherwise made available by or on behalf of Customer to **nbn** in connection with this Agreement.

Customer Network means the networks, systems and facilities that are used, or are capable of being used, by Customer in relation to the carrying of communications by means of guided or unguided electromagnetic or optical energy in connection with the **nbn**TM Network, the **nbn**TM Platform, the National Test Facility or any Ordered Product, including Customer

Equipment but excluding any Common MDU Site Equipment.

Customer Platform means the operational support systems and billing support systems used by Customer that are directly or indirectly connected to the **nbn**[™] Platform.

Customer Product means a retail or wholesale product or service supplied by Customer to a third party that relies on an Ordered Product as an input.

Customer Professional Installation – FTTC means the installation by Customer or Downstream Service Provider of the FTTC-NCD Connecting Equipment using a Self-Install Kit – FTTC, in accordance with the process set out in section 4.8.7.2 of the [WBA Operations Manual](#).

Customer Professional Installation – HFC means the installation by Customer or Downstream Service Provider of the HFC-NTD Connecting Equipment using a Self-Install Kit – HFC, in accordance with the process set out in section 4.8.6.5 of the [WBA Operations Manual](#).

Customer Required Date means, in respect of an order, the requested activation date for the **nbn**[™] Ethernet Ordered Product or **nbn**[™] Ethernet Product Component the subject of that order.

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

Customer Support Centre means the team described in section 1.1.4 of the [WBA Operations Manual](#).

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

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

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

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

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

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

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

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

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

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

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

- (a) a malicious act in connection with any information or communications system or platform, including a cyber extortion, denial of service attack, or transmission or

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execution of malicious code; or

- (b) any unauthorised access or use in connection with any information or communications system or platform.

Data Enquiry means:

- (a) an enquiry in relation to the accuracy of measurement and monitoring information on which a Performance Report is based; or
- (b) a request for an additional performance report detailing, in respect of each order and Trouble Ticket the subject of the request:
 - (i) the total duration from the start of the measurement of the End User Connection or End User Fault rectification Service Level (as applicable) to the end of the measurement of that Service Level; and
 - (ii) the total time for which the measurement of **nbn**'s Service Levels was suspended in accordance with section 20 of the [nbn™ Ethernet Service Levels Schedule](#).

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

DC means Direct Current.

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

Default means a failure, inability or refusal by a party to comply with the terms of this Agreement.

Default Notice has the meaning given to that term in clause F6.1(a) of the [Head Terms](#).

Delegated Administrator has the meaning given to that term in section 2.2.4.2 of the [WBA Operations Manual](#).

Designated Special Service means:

- (a) Telstra's Ethernet Lite BDSL "Direct Special Service", as defined in the Telstra Migration Plan;
- (b) Telstra's Wholesale Business DSL (W-BDSL) "Direct Special Service", as defined in the Telstra Migration Plan;
- (c) Telstra's DDS Fastway "Direct Special Service", as defined in the Telstra Migration Plan;
- (d) Telstra's Data Access Radial "Direct Special Service", as defined in the Telstra Migration Plan;
- (e) Telstra's Megalink "Direct Special Service", as defined in the Telstra Migration Plan;
- (f) Telstra's Wholesale Transmission – CRA163 – Telstra domestic tail transmission capacity service "Direct Special Service", as defined in the Telstra Migration Plan;
- (g) Telstra's Frame Relay "Direct Special Service", as defined in the Telstra Migration Plan;
- (h) Telstra's ISDN10/20/30 "Direct Special Service", as defined in the Telstra Migration Plan;

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- (i) Telstra's ISDN2 "Direct Special Service", as defined in the Telstra Migration Plan; or
- (j) a service, that is certified as a "Special Service Input" in accordance with the Telstra Migration Plan as a service equivalent to a "Direct Special Service" listed in paragraphs (a) to (i) above, supplied by means of a ULLS supplied by Telstra.

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

DHCP means Dynamic Host Configuration Protocol.

Diagnostic Status Test means a simple enquiry of the type detailed in the Test & Diagnostics Guide relating to the operational status of Customer's Ordered Products and associated **nbn**TM Equipment.

Directory Assistance Services has the meaning given to that term in the Telecommunications Act.

Discloser means a party which discloses its Confidential Information to the other party.

Disconnect Order has the meaning given to that term in section 4.5.1.1 of the [WBA Operations Manual](#).

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

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

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

Discounts, Credits and Rebates List means the document entitled "[Discounts, Credits and Rebates List](#)" which **nbn** provides to Customer from time to time in accordance with this Agreement.

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

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

Diverse Chassis has the meaning given to that term in section 6.2 of the [nbn](#)TM Ethernet Product Technical Specification.

Downstream Backhaul means, in respect of the Customer-hosted variant of the Fibre Sandpit, VDSL Sandpit, FTTC Sandpit or HFC Sandpit, the backhaul transmission shown as "Downstream Backhaul" in the diagram illustrating that Sandpit in the [Sandpit Service Description](#).

Downstream Claim means a Claim against **nbn**, any of its Related Bodies Corporate or any of SFAA - Wholesale Broadband Agreement - Dictionary

their respective Personnel by a Downstream Service Provider or End User or any of their respective Related Bodies Corporate in connection with this Agreement.

Downstream Claimant means a person who makes a Downstream Claim.

Downstream Contract means an agreement pursuant to which a Downstream Service Provider or Contracted End User acquires (or another End User is the ultimate recipient of) a Customer Product or Downstream Product.

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

Downstream CSG Service means a Customer Product or Downstream Product supplied in respect of a Premises that:

- (a) is subject to a performance standard that applies pursuant to the CSG Standard; and
- (b) relies on the Access Components of **nbn**TM Ethernet (Fibre), **nbn**TM Ethernet (FTTB), **nbn**TM Ethernet (FTTN), **nbn**TM Ethernet (FTTC) or **nbn**TM Ethernet (HFC) supplied by **nbn** to Customer in respect of that Premises as inputs to the supply of that Customer Product or Downstream Product.

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

Downstream Priority Assistance Service means a Customer Product or Downstream Product that relies on **nbn**TM Ethernet (Fibre), **nbn**TM Ethernet (FTTB), **nbn**TM Ethernet (FTTN), **nbn**TM Ethernet (FTTC) or **nbn**TM Ethernet (HFC) as an input and is being used to provide Priority Assistance at a Premises.

Downstream Product means a retail or wholesale product or service supplied by a Downstream Service Provider to a third party, which relies on a Customer Product as an input.

Downstream Service Provider means any Carrier, Carriage Service Provider or Content Service Provider acquiring a wholesale Customer Product or wholesale Downstream Product.

Downstream Service Provider Details means any information about any Downstream Service Provider that is required by **nbn** to exercise its rights or perform its obligations under this Agreement or by law.

Downstream Service Provider Equipment means any equipment that is used by any Downstream Service Provider in connection with the **nbn**TM Network or any Customer Product or Downstream Product.

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

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

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

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

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

Early SAMs means, in respect of a relevant month, the number of SAMs delivered by **nbn** in that month which **nbn** had forecast, in the Lock-in **nbn** Forecast, would be delivered after the

end of that relevant month.

ebMS means ebXML messaging service.

ebXML means extensible business message markup language as described in the OASIS ebXML Message Service Specification (version 2.0) issued 1 April 2002.

ECS means ethernet combined switch.

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

EFS means Ethernet Fanout Switch.

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

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

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

Eligible Data Breach means, in respect of a party, the meaning given to that term in the *Privacy Act 1988* (Cth) in respect of that party.

Eligible Ordered Product means an **nbn**TM Ethernet Ordered Product.

Embargo Period means a period of anticipated high End User activity notified by **nbn** to Customer in accordance with the [WBA Operations Manual](#).

Emergency means an imminent actual or potential risk to the safety of persons or property or the integrity of a telecommunications network requiring immediate action to avoid or mitigate any loss, damage or personal injury.

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

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

Emergency Call Services has the meaning given to that term in the Telecommunications Act.

Emergency Outage means an Outage which **nbn** reasonably determines to be necessary to respond to the occurrence of an Emergency or a Service Fault.

Emergency Outage Notice has the meaning given to that term in section 5.6.4 of the [WBA Operations Manual](#).

Emergency POI Notice means a notice of an Emergency POI Relocation/Closure which must include:

- (a) a description of the Emergency giving rise to the necessity to implement that Emergency POI Relocation/Closure;

- (b) the original location of the POI being closed or relocated during the Emergency; and
- (c) the location of the POI which will serve the Premises previously served by the original location of the POI during the Emergency.

Emergency POI Relocation/Closure means the relocation or closure of a POI performed by **nbn** in response to an Emergency.

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

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

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

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

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

End User Fault means a Service Fault affecting a single **nbn**[™] Ethernet Ordered Product.

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

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

End User Installation – FTTC (Customer Dispatched) means the installation by an End User of the FTTC-NCD Connecting Equipment where the Customer or Downstream Service Provider sends the Self-Install Kit – FTTC to the Contracted End User in accordance with the process set out in section 4.8.7.2 of the WBA Operations Manual.

End User Installation – FTTC (nbn Dispatched) means the installation by an End User of the FTTC-NCD Connecting Equipment where **nbn** sends the Self-Install Kit – FTTC to the Contracted End User in accordance with the process set out in section 4.8.7.2 of the WBA Operations Manual.

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

End User Installation – HFC (Customer Dispatched) means the installation by an End User of the HFC-NTD Connecting Equipment where the Customer or Downstream Service Provider sends the Self-Install Kit – HFC to the Contracted End User in accordance with the process set out in section 4.8.6.6 of the [WBA Operations Manual](#).

End User Installation – HFC (nbn Dispatched) means the installation by an End User of the HFC-NTD Connecting Equipment where **nbn** sends the Self-Install Kit – HFC to the Contracted End User in accordance with the process set out in section 4.8.6.7 of the [WBA Operations Manual](#).

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

Enhanced Fault Rectification Rebate means the rebate in respect of **nbn**'s failure to achieve a Service Level for an Enhanced Fault calculated in accordance with the [nbn[™] Ethernet Service](#)

[Levels Schedule](#).

Enhanced Fault Rectification Service has the meaning given to that term in section 6 of the [nbn™ Ethernet Product Description](#).

Enhanced Remediation Date means the date that is 3 months from the Start Date.

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

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

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

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

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

EPID Code means an Eligible Party Identification Code provided to a Carriage Service Provider pursuant to an application under G600:2010 Industry Guideline Allocation of Eligible Party Identification Codes (as amended from time to time) published by the CommsAlliance.

Equipment Modification means the rearrangement or modification of any **nbn™** Equipment that is installed or located at a Premises where Customer has validly requested that **nbn** rearrange or modify that **nbn™** Equipment in accordance with the [WBA Operations Manual](#).

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

Equipment Removal means the removal of any **nbn™** Equipment that is installed or located at a Premises where Customer has validly requested that **nbn** remove that **nbn™** Equipment in accordance with the [WBA Operations Manual](#).

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

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

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

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

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

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

Excluded Event means:

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- (a) any Force Majeure Event;
- (b) the implementation of any Upgrade or relocation or replacement of any POI or Temporary POI in accordance with Module C of the [Head Terms](#) performed in accordance with the terms of this Agreement;
- (c) any Ordering Freeze, Service Reduction or Suspension that has been validly imposed in accordance with Module F of the [Head Terms](#);
- (d) any failure of, or inability to supply products, services, facilities or infrastructure by a third party, where the third party is unable to perform its obligations to **nbn** as a result of an event that would have otherwise constituted a Force Majeure Event if the obligations to be performed by the third party had arisen under this Agreement;
- (e) any de-prioritisation of Monitored Transactions due to the activation of the Transaction Manager in accordance with the [Service Description for the nbn™ Platform Interfacing Service](#);
- (f) any issues in connection with In-building Wiring; or
- (g) in relation to **nbn™** Ethernet (Satellite), any deprioritisation, reduction of maximum data transfer rate, rejection of order, rejection of modification or suspension that has been validly applied in accordance with the [nbn™ Ethernet Fair Use Policy](#) or the [nbn™ Ethernet Product Description](#).

Execution Date means the date that this Agreement is executed by the last party to sign this Agreement, as specified in the [Agreement Execution Document](#).

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

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

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

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

Expiry Date means 16 November 2019 (subject to change in accordance with clause F2.2 of the [Head Terms](#)) or such other date as the parties may agree in writing.

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

External Fault means a fault which is not a Service Fault.

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

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

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

Devices.

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

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

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

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

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

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

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

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

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

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

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

Financial Security means either:

- (a) an unconditional guarantee, including in the form of an unconditional bank guarantee or insurance bond, from either an entity registered as an Authorised Deposit-taking Institution by the Australian Prudential Regulation Authority, or an insurer regulated by the Australian Prudential Regulation Authority under the *Insurance Act 1973* (Cth) (as applicable) which, in either case, has an Acceptable Credit Rating; or
- (b) any other form of security acceptable to **nbn** (in its absolute discretion).

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

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

First Battery Credit has the meaning given to that term in the [Discounts, Credits and Rebates List](#).

First Battery Warranty Period means a period of 2 years starting from (and including) the SFAA - Wholesale Broadband Agreement - Dictionary

date on which the First Battery is installed.

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

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

FNN/ULL Database means the database containing Confidential Information owned by Telstra including certain FNN/ULL Data or other details relating to the services supplied to its retail customers and end users of wholesale customers.

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

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

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

Force Majeure Event means any event or circumstance that:

- (a) is not within the reasonable control of a person (the **Affected Party**) or any of its Related Bodies Corporate or any of their Personnel;
- (b) the Affected Party or any of its Related Bodies Corporate or any of their Personnel is not reasonably able to prevent or overcome by the exercise of reasonable care, such as by having in place or implementing a disaster recovery plan or complying with an **nbn**[™] Power Resiliency Policy; and
- (c) causes the Affected Party to fail to perform any of its obligations under this Agreement,

but does not include:

- (d) any event or circumstance that arises as a result of any lack of funds for any reason or any other inability to pay; or
- (e) any event or circumstance that arises as a result of any negligent act or omission of the Affected Party.

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

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

Forecast Region means:

- (a) in respect of the Fibre Network, FTTB Network, FTTN Network, HFC Network, FTTC Network and Wireless Network, a CSA; and

(b) in respect of the Satellite Network, a Rollout Region.

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

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

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

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

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

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

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

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

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

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

FTTB/FTTN Installer means, as applicable:

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

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

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

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

FTTC Installation Activity means each of the following activities:

- (a) disconnecting and/or discontinuing any Voiceband Service supplied to the Premises during the Installation Appointment and in the period prior to Activation;
- (b) upon Activation, permanently disconnecting and discontinuing the supply of:
 - (i) any Voiceband Service supplied to the Premises; or
 - (ii) any product or service supplied to the Premises (including a Non-Voiceband Service) using a Line forming part of the Other Copper Network or **nbn**TM Copper Network;
- (c) performing any activities reasonably incidental to the activities described in paragraph (a) above; and
- (d) use and disclosure of the personal information of the Authorised Account Holder for any of the above purposes.

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

FTTC Installer means, as applicable:

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

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

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

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

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

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

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

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

FTTC Rollout Planned Outage has the meaning given in section 10(a) of the [nbnTM Ethernet Product Terms](#).

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

FTTC Subsequent Installation means an Installation in respect of a:

- (a) Service Class 34 Premises, where Customer requests or **nbn** considers it is necessary to:
 - (i) install a new **nbn**TM Copper Pair; or
 - (ii) connect or reactivate an inactive Service Class 31, Service Class 32 or Service Class 33 **nbn**TM Copper Pair,to complete the Installation; or
- (b) Service Class 33 or Service Class 32 Premises where:
 - (i) a Voiceband Service or Non-Voiceband Service which will not be transitioned to an Ordered Product, is supplied in respect of an existing active **nbn**TM Copper Pair used to serve that Premises; and
 - (ii) Customer requests or **nbn** considers it is necessary to install a new **nbn**TM Copper Pair, or connect or reactivate an inactive Service Class 31, Service Class 32 **nbn**TM Copper Pair to complete the Installation.

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

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

General Failure means any one or more of the following:

- (a) a combination of a Software Failure and a Hardware Failure;
- (b) a Hardware Failure in respect of more than one item of physical equipment, infrastructure or hardware;
- (c) the destruction or significant impairment of any building, structure, erection or site:

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- (i) that is owned or operated by **nbn**; or
 - (ii) in which hardware or other equipment is located that either forms part of the **nbn**TM Network or is used to support the supply of Products; or
- (d) a Component Failure in respect of which **nbn** is unable to gain safe and timely access to equipment, infrastructure or hardware to rectify the relevant Service Faults.

Governance Action Items means the items identified by the parties during a Governance Meeting held in accordance with section 8.2.5 of the [WBA Operations Manual](#).

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

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

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

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

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

Government Agency means any court or tribunal of competent jurisdiction or any agency, authority, board, department, government, instrumentality, ministry, official or public or statutory person of the Commonwealth or of any State or Territory of Australia, and any local or municipal government or governmental bodies.

GPO means General Purpose Outlet.

GST means a goods and services tax or similar value added tax levied or imposed under the GST Law.

GST Law has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

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

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

Held means the Order Status described in section 4.5.1.6 of the [WBA Operations Manual](#).

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

Heritage Item means any fossil, bone or other object, location or area of scientific, geological, SFAA - Wholesale Broadband Agreement - Dictionary

historical, cultural or archaeological significance, including:

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

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

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

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

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

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

HFC Installer means, as applicable:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HSE means health, safety and environment.

ICT Documentation means the documentation required by an ICT Program.

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

IGMP means Internet Group Management Protocol.

IGMP Report Source Address means a source IP address for the Multicast proxy function to be inserted by the Fibre Network in IGMP report messages.

IGMPv3 means Internet Group Management Protocol version 3.

In Progress means the Order Status described in section 4.5.1.6, the Trouble Ticket Status described in section 5.2.2, the Trouble Ticket Appointment Status described in section 5.3.3.1, or the Test Status described in section 5.2.1.2, of the [WBA Operations Manual](#), as the context requires.

In Progress - Held means the Trouble Ticket Status described in section 5.2.2 of the [WBA Operations Manual](#).

In Progress - Pending means the Trouble Ticket Status described in section 5.2.2 of the [WBA Operations Manual](#).

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

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

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

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

Incomplete means the Appointment Status described in section 4.6.1.1 or the Trouble Ticket Appointment Status described in section 5.3.3.1 of the [WBA Operations Manual](#), as the context requires.

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

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

Indemnified Party means the party receiving the benefit of an indemnity under this Agreement.

Indemnifying Party means the party giving an indemnity under this Agreement.

Indirect Loss means Loss which:

- (a) does not arise directly, or naturally in the usual course of things, from the breach, action or inaction in question; or

- (b) constitutes loss of profit, loss of anticipated profit, loss of opportunity or anticipated savings, loss of revenue, loss or impairment of credit rating, loss of data, loss of business opportunities and loss of or damage to reputation or goodwill even if such loss arises directly or naturally in the usual course of things from that breach, action or inaction,

but does not include the following Losses to the extent that they arise directly, or naturally in the usual course of things, from the breach, action or inaction in question:

- (c) reasonable costs incurred in remedying the impact of the breach, action or inaction in question;
- (d) reasonable overtime and related expenses (including travel, lodging and wages); and
- (e) payments or penalties imposed by any Government Agency.

Industry Code means an industry code developed and registered with the ACMA under Part 6 of the Telecommunications Act.

Industry Relevant Dispute means a dispute that is classified as an Industry Relevant Dispute by a Panel in accordance with the Dispute Management Rules.

Industry Standard means an industry standard determined by the ACMA under Part 6 of the Telecommunications Act.

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

Information Rate means the rate (in bits per second) of transfer of Layer 2 Ethernet service frames by the **nbn**TM Network measured over the series of bytes from the first bit of the destination MAC address through the last bit of the frame check sequence.

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

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

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

Infrastructure Restoration Trouble Ticket means a trouble ticket raised in accordance with the processes described in section 5.5.1 of the [WBA Operations Manual](#).

Initial Non Standard Installation means a Non Standard Installation that is the first Installation performed by **nbn** (or an Installer) in respect of a Premises but does not include any FTTB/FTTN Subsequent Installation or FTTC Subsequent Installation.

Initial Standard Installation means a Standard Installation that is:

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

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

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

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

- (a) an order is made that it be wound up, declared bankrupt or that a provisional liquidator or receiver or receiver and manager be appointed;
- (b) a liquidator or provisional liquidator is appointed;
- (c) an administrator is appointed to it under sections 436A, 436B or 436C of the Corporations Act;
- (d) a Controller (as defined in section 9 of the Corporations Act) is appointed to it or any of its assets;
- (e) it enters into an arrangement or composition with one or more of its creditors (in their capacities as creditors) and that arrangement or composition is not terminated within 10 Business Days, or an assignment for the benefit of one or more of its creditors (in their capacities as creditors), in each case other than to carry out a reconstruction or amalgamation while solvent;
- (f) it proposes a winding-up, dissolution or reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors (in their capacities as creditors), or it proposes a standstill arrangement or composition with one or more of its creditors (in their capacities as creditors) and that standstill, arrangement or composition is not terminated within 10 Business Days;
- (g) it is insolvent as disclosed in its accounts or otherwise, states that it is insolvent, is presumed to be insolvent under an applicable law (including under sections 459C(2) or 585 of the Corporations Act) or otherwise is, or states that it is, unable to pay all its debts as and when they become due and payable;
- (h) it is taken to have failed to comply with a statutory demand as a result of section 459F(1) of the Corporations Act;
- (i) a notice is issued under sections 601AA or 601AB of the Corporations Act and not withdrawn or dismissed within 21 days;
- (j) a writ of execution is levied against it or a material part of its property which is not dismissed within 21 days;
- (k) it ceases to carry on business or threatens to do so; or
- (l) anything occurs under the law of the Commonwealth or any Australian State or Territory which has a substantially similar effect to any of the events set out in the above paragraphs of this definition.

Installation means the installation and make ready for service of Connecting Equipment by **nbn** (or an Installer, FTTB/FTTN Installer or FTTC Installer) at a Premises and may include the activation of that Connecting Equipment by **nbn**.

Installer means a person authorised by, or on behalf of, **nbn** to install and make the Connecting Equipment at a Premises ready for service.

Insurance Policies has the meaning given to that term in clause E5.1 of the [Head Terms](#).

Integrated Public Number Database has the meaning given to that term in the

Telecommunications Act.

Intellectual Property Rights means any patent, copyright, design right, trade name, trade mark, service mark, domain name right, semiconductor or circuit layout right or any other form of protection of a similar nature to any of these, anywhere in the world (whether registered or not and including applications for any such right).

Interception Act means the *Telecommunications (Interception and Access) Act 1979* (Cth).

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

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

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

Interference Mitigation Case means a record of an Ordered Product that **nbn** has, in accordance with section 5.2.9.1 of the [WBA Operations Manual](#), designated as requiring Interference Mitigation.

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

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

Interim Service Amount means the amount determined to be an Interim Service Amount in accordance with Module 7 of the [WBA Operations Manual](#), or as otherwise agreed between the parties.

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

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

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

Invitee means a person who receives an Invitation.

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

Isolated Area means any area within the footprint of the Satellite Network which is defined as a 'Very Remote' or 'Remote' geographical area in the most recent 'Accessibility Remoteness Index of Australia plus (ARIA+)' published by the Australian Population and Migration Research Centre of the University of Adelaide as at 26 April 2016.

ISS or Interim Satellite Service means the service of that name which was previously offered by **nbn** under the Satellite Wholesale Broadband Agreement published on **nbn**'s

Website from time to time.

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

Jumpering means:

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

Key Business Transactions has the meaning given to that term in section 1 of the [Service Description for the **nbn**TM Platform Interfacing Service](#).

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

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

Late Cancellation (After Hours Installation Appointment) means the cancellation of an After Hours Installation Appointment where **nbn** receives the request to cancel the activity less than 24 hours prior to the scheduled Appointment start time.

Late Cancellation (Site Visit Required) means the cancellation of an activity that requires **nbn** to attend the Premises where **nbn** receives the request to cancel the activity with less than the required notice period set out in the WBA Operations Manual.

Latest Commercial Offer means at any point in time, the complete set of terms and conditions which **nbn** designates as the 'latest commercial offer' for the continued supply of Ordered Products and acceptance of orders in respect of Products, Product Components and Product Features after the Expiry Date.

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

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

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

Liability means any legal liability, whether arising in contract, tort (including negligence), at common law, in equity, under statute, under an indemnity or otherwise.

Limited Access Area means any area within the footprint of the Satellite Network that cannot reasonably be accessed by road and would require some element of air or water transportation, including where the area would otherwise be an Urban Area, Major Rural Area, Minor Rural Area, Remote Area or Isolated Area.

Line means:

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

(a) or (b).

Line Rate means the Layer 1 information-carrying capacity of a link, as further described in the [nbn™ Ethernet Product Technical Specification](#).

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

Lock-in Customer Forecast has the meaning given to that term in section 4.2.2.1 of the [WBA Operations Manual](#).

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

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

Loss means losses, damages, liabilities, charges, expenses, compensation, fine, penalty, payment outgoings or costs and all related costs and expenses (including reasonable legal fees and reasonable costs of investigation, litigation, settlement, judgment, appeal, interest and penalties) of any nature or kind, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

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

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

Major B2B Interface Change means a change:

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

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

Major Rural Area means an urban centre or other recognised community grouping with a population greater than 2,500 but less than 10,000 people.

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

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

- (a) the nature and scope of the Major Upgrade;
- (b) the date or dates, manner, locations and/or Products in whole or in part that will be affected by the Major Upgrade;
- (c) whether alternative Products will be offered to Customer on a temporary or permanent basis, including essential details of those alternative Products such as the date of supply, cost and connection requirements;

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- (d) the steps that **nbn** is taking to minimise disruption to Customer that may result from the Major Upgrade;
- (e) the actions that Customer can take to minimise disruption to Downstream Service Providers or Contracted End Users that may result from the Major Upgrade; and
- (f) details of the **nbn** representative whom Customer may contact to obtain further information about the Major Upgrade.

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

Material Default means:

- (a) a Default which:
 - (i) itself, or when combined with other Defaults, is a material breach of this Agreement; or
 - (ii) is expressly specified to be a Material Default in this Agreement; or
- (b) any other Default, the occurrence of which means that **nbn** ceases to be under an obligation under section 152AXB of the Competition and Consumer Act (or any other law) to supply Products to Customer.

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

Material Service Failure Cap means:

- (a) for the Year commencing on the earliest execution date of this Agreement and any Customer Group WBA, an amount that is equal to 12.5% of the Nominated Billings Amount for that Year, up to a maximum of \$25 million; and
- (b) for each subsequent Year, an amount that is equal to 25% of the Nominated Billings Amount for that Year, up to a maximum of \$50 million.

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

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

Media Stream means each coherent stream of content that is conveyed by Customer using the Multicast Components.

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

- (a) that is Service Class 1, Service Class 2, Service Class 11, Service Class 12, Service Class 21, Service Class 22, Service Class 23, Service Class 31, Service Class 32 or Service Class 33 and is supplied with a working standard telephone service at the time at which Customer places the order for the End User Connection; and
- (b) for which **nbn** needs to perform an Initial Standard Installation, an Initial Non Standard Installation, FTTB/FTTN Subsequent Installation or FTTC Subsequent Installation.

Minor Attribute means an attribute of the **nbn**TM Network identified as a Minor Attribute in

any Network Interface Specification.

Minor B2B Interface Change means a change:

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

Minor Rural Area means an urban centre, locality or recognised community grouping with a population greater than 200 but not more than 2,500 people.

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

Missed Appointment means the failure of the Contracted End User (or their authorised representative) to be present from the beginning of an applicable Appointment window (under the [nbn™ Ethernet Service Levels Schedule](#)) during the attendance by Personnel of **nbn** at a Premises.

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

Modify Order has the meaning given to that term in section 4.5.1.1 of the [WBA Operations Manual](#).

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

More Information Required Notification means the notification described in section 5.2.3 of the [WBA Operations Manual](#).

Multicast has the meaning given to that term in section 5.1(a) of the [nbn™ Ethernet Product Description](#).

Multicast AVC or **Multicast Access Virtual Circuit** has the meaning given to that term in section 5.1(b)(ii) of the [nbn™ Ethernet Product Description](#).

Multicast AVC Reactivation means the Activation of a Multicast AVC made available by **nbn** to Customer in respect of an NTD at a Premises where:

- (a) **nbn** has previously made available the Multicast AVC or Access Components of **nbn™** Ethernet (Fibre) in respect of that NTD at that Premises; and
- (b) **nbn** (or an Installer) is not required to attend that Premises to activate the Multicast AVC.

Multicast Components means the Multicast AVC or the Multicast Domain, as the case may be.

Multicast Domain has the meaning given to that term in section 5.1(b)(i) of the [nbn™ Ethernet Product Description](#).

Multicast Domain Modification means a Non-Service Impacting Multicast Domain Modification or a Service Impacting Multicast Domain Modification.

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

Multiple RF Device Premises means a Premises that has multiple RF Signal Terminating

Devices installed and actively operating.

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

NAP means:

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

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

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

nbnTM **B2B Gateway** means the ebMS 2.0 compliant gateway that is hosted by **nbn** as further described in the [Service Description for the **nbn**TM Platform Interfacing Service](#).

nbnTM **Billing Contact** means the person designated as such in the Contact Matrix.

nbnTM **Billing Escalation Contact** means the person designated as such in the Contact Matrix.

nbnTM **Billing Team** means the division of **nbn** designated as such in the Contact Matrix.

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

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

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

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

nbnTM **Copper Pair ID** means the numeric reference generated by **nbn** that identifies an **nbn**TM Copper Pair.

nbnTM **Customer Solutions Centre** means the call centre established by **nbn** from time to time to provide customer solutions, the details of which are set out in the Contact Matrix.

nbnTM **Downstream Network Boundary** means for:

- (a) the Fibre Network, FTTB Network, FTTN Network, HFC Network, Wireless Network or

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Satellite Network – the UNI used to serve a Premises; and

- (b) the FTTC Network:
 - (i) for Premises at an MDU Site – the Customer Side MDF; and
 - (ii) for Premises not at an MDU Site – the first Telecommunications Outlet or Passive NTD.

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

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

nbn™ Equipment means any equipment that is owned, operated or controlled by **nbn** (or any Related Body Corporate of **nbn**):

- (a) that is provided by **nbn** (or any Related Body Corporate of **nbn**) to Customer for use as part of, or in connection with, any Product; or
- (b) which **nbn** (or any Related Body Corporate of **nbn**) permits Customer to access (or on-grant such access to any Downstream Service Providers or any End Users) as part of, or in connection with, any Product, including FTTC-NCDs, NTDs and Passive NTDs,

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

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

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

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

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

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

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

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

nbn™ Ethernet Testing and Development Activities means the testing and development activities permitted under the Sandpit Service Description in relation to:

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

as applicable.

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

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

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

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

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

- (a) utilises the **nbn™** Copper Network to supply that service; and
- (b) is not dependent on power supplied from the Premises and then through the **nbn™** Copper Network.

nbn™ Infrastructure means the **nbn™** Network, the **nbn™** Platform, the National Test Facility, any Other **nbn™** Networks and any other network, systems, equipment and facilities used by **nbn** in connection with the supply of Products, excluding any Central Splitter.

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

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

but excluding any Third Party IPR.

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

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

nbn™ Network means the Fibre Network, the FTTB Network, the FTTN Network, the FTTC Network, the HFC Network, the Wireless Network, the Satellite Network and the **nbn™** Equipment.

nbn™ Network Boundaries means:

- (a) the **nbn™** Downstream Network Boundary in respect of a Premises; and
- (b) if the Premises is associated with:
 - (i) a Temporary POI, the NNI serving the CSA in which that Premises is located; or

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

nbnTM **Node** means an **nbn**TM FTTB Node, **nbn**TM FTTN Node or **nbn**TM DPU (as applicable).

nbnTM **ODF** means an optical distribution frame that is owned or operated by **nbn** at a POI Site or an Aggregation Node Site.

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

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

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

nbnTM **Platform** means **nbn**'s operational support systems and billing support systems for the purpose of ordering and tracking Products, billing, payment and fault reporting and detection and restoration, where **nbn** provides access to those systems and any functionality of those systems in accordance with this Agreement, but excludes access to **nbn**'s core systems or any functionality of those core systems.

nbnTM **Platform Interfacing Service** means the service described in the [Service Description for the **nbn**TM Platform Interfacing Service](#).

nbnTM **Platform Workarounds** has the meaning given to that term in section 5.1 of the [Service Terms for the **nbn**TM Platform Interfacing Service](#).

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

nbnTM **Power Resiliency Policy** means the policy of that name notified by **nbn** to Customer from time to time for the purposes of this Agreement which describes the power resiliency

system (if any) which **nbn** utilises in respect of the FTTB Network and FTTN Network.

nbn Professional Installation – FTTC means the installation by **nbn** of the FTTC-NCD Connecting Equipment in accordance with the process set out in section 4.8.7.7 of the WBA Operations Manual.

nbn Professional Installation – HFC means the installation by **nbn** of the HFC-NTD Connecting Equipment, in accordance with the process set out in section 4.8.6.8 of the [WBA Operations Manual](#).

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

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

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

nbn™ Service Portal Request Form has the meaning given to that term in section 2.2.4.2 of the [WBA Operations Manual](#).

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

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

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

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

nbn's Website means **nbn**'s website, with the URL www.nbnco.com.au or such other URL as **nbn** may notify to Customer from time to time.

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

Network Availability means the combined availability of each relevant ordered product (between NNI operating in chassis-diverse mode and the **nbn™** Downstream Network Boundary) supplied by **nbn** to all **nbn**'s customers.

Network Fault means a Service Fault affecting multiple Ordered Products.

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

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

Network Interface Specification means a document identified as a 'Network Interface Specification' provided by **nbn** to Customer from time to time and describing the attributes of the **nbn™** Network.

Network-Network Interface has the meaning given to that term in section 1 of the [nbn™ Ethernet Product Description](#) or, for the purposes of the Sandpit, has the meaning given to that

term in the [Sandpit Service Description](#).

Network Termination Device means an active or powered network termination device that is owned, operated or controlled by **nbn** (or any Related Body Corporate of **nbn**) but does not include a Passive NTD or FTTC-NCD.

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

New means the Order Status described in section 4.5.1.6, the Trouble Ticket Status described in section 5.2.2, or the Test Status described in section 5.2.1 of the [WBA Operations Manual](#).

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

New SAMs means, in respect of a relevant month, the number of SAMs delivered by **nbn** in that relevant month which **nbn** had not included in the Lock-in **nbn** Forecast.

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

NNI Bearer has the meaning given to that term in section 1.1(c) of the [nbnTM Ethernet Product Description](#).

NNI Group has the meaning given to that term in section 1.1(d) of the [nbnTM Ethernet Product Description](#).

NNI Modification means the modification of the configuration of an NNI which **nbn** supplies to Customer in accordance with the [WBA Operations Manual](#).

No Fault Found (No Truck Roll Required) means no attendance at a Premises or other suspected location of a fault has been required for **nbn** to determine that a fault reported by Customer as a Service Fault is an External Fault.

No Fault Found (Truck Roll Required) means that an attendance at a Premises or other suspected location of a fault has been required for **nbn** to determine that a fault reported by Customer as a Service Fault is an External Fault.

Nominated Billings Amount means, in any Year:

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

where:

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

Annual Billings Amount = the total amount of Charges (excluding GST) paid or payable by Customer and each Customer Group Member (if any) in connection with either of:

- (a) the supply of an ordered product in any period

from the first day of the relevant Year to the last day of that Year (inclusive), pro-rated as required; or

- (b) the performance of an activity under this Agreement or any Customer Group WBA in any period from the first day of the relevant Year to the last day of that Year (inclusive).

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

Non-Discrimination Obligations means the obligations applying to an NBN corporation (as that term is defined in section 5 of the NBN Companies Act) under section 152AXC and section 152AXD of the Competition and Consumer Act.

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

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

Non Standard Installation has the meaning given to that term in section 28 of the [nbn™ Ethernet Product Terms](#).

Non-Service Impacting Multicast Domain Modification means the modification of a Multicast Domain comprising:

- (a) the addition or deletion of one or more Media Streams;
- (b) the modification of the bandwidth; or
- (c) the modification of an existing IGMP Report Source Address.

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

NPIS Preventative Maintenance Outage has the meaning given to that term in section 4 of the [Service Terms for the nbn™ Platform Interfacing Service](#).

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

NPIS Testing and Development Activities means the activities described in section 10.2 of the [Sandpit Service Description](#).

NSS or nbn™ Satellite Support Scheme means the subsidy scheme of that name administered by **nbn** to assist eligible end users to obtain access to a commercial broadband satellite service.

NTD has the meaning given to the term Network Termination Device.

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

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

ODF means optical distribution frame.

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

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

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

OH&S means occupational health and safety.

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

OLT means optical line terminal.

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

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

Operational means, in respect of the **nbn**TM Platform Interfacing Service, where the **nbn**TM Platform Interfacing Service performs in accordance with the [Service Description for the nbnTM Platform Interfacing Service](#), the [WBA Operations Manual](#) and the B2B Specifications.

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

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

Operational Issues means issues that may arise between the parties in relation to this Agreement that are principally operational or technical in nature.

Operational Point of Contact has the meaning given to that term in clause F1.1(a)(ii) of the [Head Terms](#).

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

Operational Terms means:

- (a) the Fair Use Policies;
- (b) the Product Descriptions and Service Descriptions;
- (c) the Product Technical Specifications and Service Technical Specifications;
- (d) the Product Terms and Service Terms other than the Special Terms; and
- (e) the [WBA Operations Manual](#).

Operational Workshop has the meaning given to that term in section 2.2.4.1 of the [WBA Operations Manual](#).

Operations Interaction Forum means the forum of that name established by **nbn** under clause F3 of the [Head Terms](#).

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

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

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

Order Acknowledgement means the time at which **nbn** assigns an Order Status of Acknowledged to an order in accordance with the [WBA Operations Manual](#).

Order Enquiry means an enquiry submitted by Customer through the **nbn**TM Service Portal or B2B Access in accordance with 4.5.1.5 of the [WBA Operations Manual](#) in respect of an order with an Order ID, a request for additional information about an order, or an enquiry about the action being taken or taken by **nbn** in relation to an order.

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

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

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

Order Lead Time means the minimum amount of time required by **nbn** between the date that Customer associates an Appointment with an Access Component order, and the date of the Appointment, as specified in section 4.6.3.5 of the [WBA Operations Manual](#).

Order Status means the status of an order as one of New, Acknowledged, In Progress, Held, Complete, Rejected, Pending or Cancelled as described in section 4.5.1.6 of the [WBA Operations Manual](#).

Ordered Product means a Product that:

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

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

Ordering Freeze means **nbn**:

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

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

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

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

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

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

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

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

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

Other **nbnTM Network** means any network that is owned or controlled by, or operated by or on behalf of, **nbn** (or any Related Body Corporate of **nbn**), other than a network comprising the **nbn**TM Network.

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

Other Wholesale Broadband Agreement means an agreement dealing with the subject matter of this Agreement entered into between **nbn** and a person other than Customer.

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

- (a) any Upgrade;
- (b) any Other **nbn**TM Network Works;
- (c) any maintenance, repair, rationalisation or remediation of:
 - (i) any **nbn**TM Infrastructure;
 - (ii) any other matter or thing for which **nbn** is responsible and which affects, or can affect, the supply of products by **nbn** to Customer or any Other Customer; or
 - (iii) any facilities, at, on or under which the **nbn**TM Network is attached, located or installed;
- (d) the relocation, closure or replacement of any POI, of which **nbn** has given prior notice to Customer in accordance with clause C14 of the [Head Terms](#); or
- (e) any other matter or thing specified in any Product Terms or the [WBA Operations](#)

[Manual](#).

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

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

Panel means a panel of three arbitrators, or such other number as may be agreed by the parties, constituted to resolve a Dispute.

Panel Arbitration means an arbitration conducted by a Panel in accordance with the Dispute Management Rules.

Panel Member means an arbitrator selected by the Resolution Advisor as a member of the Panel in accordance with clause G4.2 of the [Head Terms](#).

Passive NTD means a passive or non-powered device:

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

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

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

PCP means Priority Code Point.

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

Peak Period means, in respect of a Premises, each period between 7:00am and 1:00am local time at the Premises.

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

PDF Terms means the document entitled "Product Development Forum Terms" as entered into by the parties.

Pending means the Order Status described in section 4.5.1.6 of the [WBA Operations Manual](#).

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

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

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

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

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

Personal Information has the meaning given to that term in the *Privacy Act 1988* (Cth).

Personnel means, in relation to a party or third party, that party's officers, employees, agents, contractors, subcontractors and consultants. References in this Agreement to Personnel of **nbn** do not include Customer, Customer's Related Bodies Corporate or their respective officers, employees, agents, contractors, subcontractors or consultants when performing the activities described in section 4.5.2 of the [WBA Operations Manual](#) as contractor of **nbn**.

Physical Access Request means a request for physical access to a Type 1 Facility or Type 2 Facility in accordance with the processes and procedures described in Module 3 of the [WBA Operations Manual](#).

Physical Access Request Form means the form made available to Customer from time to time by which Customer can make a Physical Access Request.

Pillar Jumper Cable means a Line that is used, or capable of being used, to supply a Carriage Service from the **nbn**TM Frame to the O Pair Frame.

PIR or **Peak Information Rate** means the maximum Information Rate that may be delivered by a service described in the [nbnTM Ethernet Product Technical Specification](#).

PIR Objective means, in respect of an Ordered Product, that the Line Rate at the **nbn**TM Downstream Network Boundary in respect of the relevant Premises is capable of achieving the provision of an AVC TC-4 bandwidth profile of at least:

- (a) in the case of the FTTB Network or FTTC Network (as the case may be):
 - (i) 12 Mbps PIR (TC-4) downstream and 1 Mbps PIR (TC-4) upstream for that bandwidth profile; or
 - (ii) 25 Mbps PIR (TC-4) downstream and 5 Mbps PIR (TC-4) upstream for all bandwidth profiles other than 12 Mbps PIR (TC-4) downstream and 1 Mbps PIR (TC-4) upstream; and
- (b) in the case of the FTTN Network:
 - (i) during the Co-existence Period, 12 Mbps PIR (TC-4) downstream and 1 Mbps PIR (TC-4) upstream; and
 - (ii) otherwise:
 - A. 12 Mbps PIR (TC-4) downstream and 1 Mbps PIR (TC-4) upstream for that bandwidth profile; or
 - B. 25 Mbps PIR (TC-4) downstream and 5 Mbps PIR (TC-4) upstream for all bandwidth profiles other than 12 Mbps PIR (TC-4) downstream and 1 Mbps PIR (TC-4) upstream.

Planned Access means physical access to an Accessible Location permitted in accordance with section 10.1 of the [Service Description for the Facilities Access Service](#).

Planned Access Request means a request submitted by Customer to **nbn** for Planned Access.

Planned Outage means an Outage notified by **nbn** to Customer under section 5.6.1 of the [WBA Operations Manual](#) and includes an HFC Rollout Planned Outage, an FTTC Rollout Planned Outage and an NPIS Preventative Maintenance Outage.

Planned Outage Notice means a notice provided by **nbn** to Customer of a Planned Outage.

Planned Outage Window means:

- (a) 11:00pm to 6:00am in the place where an Outage occurs or is to occur;
- (b) in respect of an HFC Rollout Planned Outage, 7:00am to 3:00pm in the place where an Outage occurs or is to occur;
- (c) in respect of an FTTC Rollout Planned Outage, 7:00am to 3:00pm in the place where an Outage is to occur; and
- (d) in respect of an Outage in connection with the **nbn**TM Platform Interfacing Service, 11:00pm to 6:00am AET.

POI has the meaning given to the term Point of Interconnection.

POI List means the list of locations made by the ACCC for the purposes of section 151DB of the Competition and Consumer Act, as may be varied from time to time.

POI Relocation/Closure Plan means a plan for the implementation of the relocation or closure of a POI which includes, at a minimum, the following information (as applicable):

- (a) the original location of the POI;
- (b) the location of the POI which will serve the Premises previously served by the original location of the POI;
- (c) the estimated date on which the relocation or closure of the POI will be implemented;
- (d) the steps that **nbn** is taking to minimise disruption to Customer;
- (e) the actions that Customer can take to minimise disruption to Downstream Service Providers and Contracted End Users;
- (f) details of the **nbn** representative whom Customer may contact to obtain further information about the relocation or closure;
- (g) the locations and/or Products that will be adversely affected by the relocation or closure, including the manner in which those locations and/or Products will be affected; and
- (h) whether alternative Products will be offered to Customer on a temporary or permanent basis, including essential details of those alternative Products such as the date of supply, cost and connection requirements.

POI Rollout Plan means the plan which lists the status of POIs.

POI Site means a location within a Type 1 Facility or a Type 2 Facility:

- (a) in respect of which a POI is established;
- (b) at which **nbn** supplies ODF Termination;
- (c) at or in respect of which **nbn** supplies Cross Connect; and
- (d) if that POI is established at a POI Site located within a Type 1 Facility, in respect of which **nbn** supplies the **nbn**TM Building Entry Service.

Point of Interconnection means a point of interconnection between the **nbn**TM Network and the Customer Network to exchange traffic, and includes Established POIs and Temporary POIs.

Point of No Return means the point at which:

- (a) an order for a Product or Product Component can no longer be amended or cancelled, as described in section 4.5.1.4 of the [WBA Operations Manual](#); or
- (b) a Diagnostic Status Test or Network Test can no longer be cancelled, as described in the Test & Diagnostics Guide.

Pool means the pool of arbitrators established by the Resolution Advisor in accordance with an SAU.

Pool Member means an arbitrator appointed to the Pool in accordance with an SAU.

Post-Installation Audit and Inspection means an audit and inspection of the quality of the installation of lead-in or backhaul transmission cables as described in section 4.5.2.7 of the [WBA Operations Manual](#).

Post Incident Review Report means the document described in section 5.5.3 of the [WBA Operations Manual](#).

Power Outage means an interruption or failure in the continuous supply of electrical power.

Power Supply Unit means a Power Supply (Standard) or Power Supply with Battery Backup, as the case may be.

Power Supply (Standard) means a power supply unit supplied by **nbn** which powers the NTD using power supplied at the Premises, without battery backup functionality to power a UNI port on that NTD in the event of a power failure which affects that NTD.

Power Supply with Battery Backup means a power supply unit supplied by **nbn** which powers the NTD at a Premises using mains power, with battery backup functionality to power a UNI port on that NTD in the event of a mains power failure which affects that NTD.

Pre-Certification Testing means, in respect of a Product Testing Module, the pre-certification testing that is set out in that Product Testing Module.

Pre-Certification Testing Program means the details of Pre-Certification Testing required for a Product Testing Module.

Pre-existing Carrier Side MDF means a distributor at an MDU Site that terminates at a common point the lead-in cabling of a Carrier (other than **nbn** or its Related Bodies Corporate) for cross-connection by means of jumpers to the Customer Side MDF.

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

Premises means each of the following where Serviceable:

- (a) an addressable location currently used on an on-going basis for residential, business (whether for profit or not), government, health or educational purposes;
- (b) a school as defined by the Department of Education and Training;
- (c) a location within a new development at an addressable location for which **nbn** is the wholesale provider of last resort;
- (d) an addressable location for a standard telephone service which is activated in

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compliance with the USO;

- (e) a payphone which is activated in compliance with the USO or which is otherwise specified by **nbn** as a premises from time to time;
- (f) a location which **nbn** is directed by the Shareholder Ministers to connect to, or to be connected by, the **nbn**TM Network;
- (g) a non-addressable location that is capable of connection of a type agreed by **nbn** with the Shareholder Ministers;
- (h) an "MDU Common Area" (as that term is defined in the Telstra Migration Plan) in the circumstances referred to in paragraph (g) of the definition of "Premises" in the Telstra Migration Plan; and
- (i) any other location that is specified as a "Premises" in this Agreement.

Price List means each document entitled "Price List" that forms part of a Product Module.

Primary Damages means the amount of damages specified in the CSG Standard which Customer or a Downstream Service Provider is liable to pay for a contravention of the CSG Standard in relation to a Customer Product or Downstream Product.

Prior WBA means the wholesale broadband agreement between **nbn** and Customer in force immediately prior to this Agreement which governs the supply by **nbn** to Customer of products or services substantially equivalent to the Products.

Priority Assistance means priority assistance supplied to a Contracted End User who suffers, or has a member of their household who suffers, from a diagnosed life threatening medical condition and is eligible for priority assistance in accordance with *Industry Code ACIF C609:2007 (Priority Assistance for Life Threatening Medical Conditions)* or any carrier licence condition.

Priority Assistance Connection means the connection and activation of Access Components on the basis that they will be used as an input to the supply of a Downstream Priority Assistance Service ordered by Customer as a 'Priority Assistance Connection'.

Priority Assistance Fault means an End User Fault affecting an Ordered Product which is being used to supply a Downstream Priority Assistance Service where Customer has informed **nbn** in accordance with the [WBA Operations Manual](#) that the End User Fault is affecting the Downstream Priority Assistance Service.

Priority Assistance Fault Response means a response sent by **nbn** to Customer for a Trouble Ticket raised by Customer in respect of a Priority Assistance Fault.

Priority Assistance Modification means a modification to the Access Components supplied to Customer, as described in the [WBA Operations Manual](#), to support their use as an input to the supply of a Downstream Priority Assistance Service.

Priority Assistance Transaction means an order or Trouble Ticket submitted by Customer, which Customer identifies as relating to an Ordered Product which is being used to supply a Downstream Priority Assistance Service.

Privacy Laws means all laws pertaining to privacy, protection of personal information and protection of information contained in communications, applicable in Australia, including:

- (a) the *Privacy Act 1988* (Cth); and
- (b) Part 13 of the Telecommunications Act.

Product means a product or service described in a Product Description.

Product Component means, in respect of a Product, a component of that Product described in the relevant Product Description or Service Description which may have one or more Product Features or Service Features.

Product Description means each document entitled "Product Description" or "Service Description" in a Product Module.

Product Development Confidential Information has the meaning given to the term "Confidential Information" in the PDF Terms.

Product Development Forum has the meaning given to that term in an SAU.

Product Feature means, in respect of a Product, a feature of a Product Component described in the relevant Product Description or Service Description.

Product Instance ID means the identifier described in section 4.5.1.6 of the [WBA Operations Manual](#).

Product Module means a collection of documents related to a specific Product which:

- (a) form part of this Agreement, as listed in the [Agreement Execution Document](#); or
- (b) the parties agree will form part of this Agreement under clause F4.3 of the [Head Terms](#).

Product Order Form means an electronic order form (including all of the information included within that form) that is completed and submitted by Customer to **nbn** to order a Product under this Agreement.

Product Technical Specification means each document entitled "Product Technical Specification" or "Service Technical Specification" in a Product Module, but does not include the B2B Specifications.

Product Terms means each document entitled "Product Terms" or "Service Terms" that forms part of a Product Module.

Product Testing Module means, in respect of a Product, the testing module that applies to that Product that is notified by **nbn** to Customer.

Professional Splitter Installation means the activities described in section 4.5.2.5 of the [WBA Operations Manual](#).

Professional Wiring Isolation means the activities described in section 4.5.2.6 of the [WBA Operations Manual](#).

Project Team has the meaning given to that term in clause F13.7(a) of the [Head Terms](#).

Proposed Footprint List means the list of addresses published by **nbn** as part of its Ready for Service Rollout Plan for Premises which **nbn** expects will be ready for service within 6 months after the date of publication.

Proposed Use Materials has the meaning given to that term in clause D5.4(a)(i) of the [Head Terms](#).

PSMA means PSMA Distribution Pty Ltd (ABN 89 131 984 800).

Public HetNet or **Public Heterogeneous Network** means a network of multiple technologies and cell types with a seamless mobile coverage created through the use of handoff and authentication protocols that enable roaming between the multiple technologies and cell types and consists of access points made available to members of the public as part of a public SFAA - Wholesale Broadband Agreement - Dictionary

mobile telecommunications service.

Public Interest Premises means a Premises that **nbn** considers is used on an on-going basis for a public interest purpose, which may include an indigenous community organisation, not-for-profit organisation, educational facility, health facility or local government facility.

Pull Through Activities means to:

- (a) use the Existing Infrastructure at a Premises to pull through the fibre optic cable and, where required, to install a temporary cable or reinstate or replace that Existing Infrastructure (or attempt to do so), or to install **nbn**TM Equipment and perform associated activities;
- (b) interrupt and/or discontinue the supply of any product or service at a Premises supplied using the Existing Infrastructure in connection with the activities in paragraph (a), to discontinue the supply of that product or service where it will no longer be required, and to discontinue that product or service if **nbn** is unable to reinstate the Existing Infrastructure; and
- (c) use and disclose the personal information of the Authorised Account Holder for the above purposes.

Pull Through Consent means, in respect of an Authorised Account Holder for an existing service supplied using Existing Infrastructure at a Service Class 1 Premises or a Service Class 21 Premises (as the case may be), consent for **nbn**, its Related Bodies Corporate and their respective Personnel to conduct Pull Through Activities.

Quarter means each of the following periods in any calendar year: 1 January to 31 March; 1 April to 30 June; 1 July to 30 September; and 1 October to 31 December.

RADIUS means Remote Authentication Dial In User Service.

Ready for Service Rollout Plan means the document entitled "Monthly Ready for Service Rollout Plan" published by **nbn** from time to time.

Ready for Use Date means the date on which **nbn** has completed the order for the Ordered Product or Ordered Product Component (as applicable) and has issued Customer with a Completed Notification in accordance with the [WBA Operations Manual](#) or, in relation to the **nbn**TM Building Entry Service, in accordance with section 4.5.2.6 of the [WBA Operations Manual](#).

Rearrangement/Modification means the rearrangement or modification of any **nbn**TM Equipment that is installed or located at a Premises where Customer has validly requested that **nbn** rearrange or modify that **nbn**TM Equipment in accordance with the [WBA Operations Manual](#).

Rebate means a rebate made available by **nbn** to Customer under this Agreement, including a Commercial Rebate.

Recipient means a party which receives Confidential Information of the other party.

Referral has the meaning given to that term in clause G2.1(c)(iii) of the [Head Terms](#).

Referral Notice has the meaning given to that term in clause G4.1(a) of the [Head Terms](#).

Regulator means, as the context requires:

- (a) the Commonwealth government minister responsible for administering Part XIB and/or Part XIC of the Competition and Consumer Act;
- (b) the Commonwealth government minister responsible for administering the SFAA - Wholesale Broadband Agreement - Dictionary

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Telecommunications Act;

- (c) the ACCC;
- (d) the ACMA;
- (e) the Telecommunications Industry Ombudsman; and
- (f) any other Commonwealth government minister, Government Agency or parliamentary committee or parliamentary body whose activities impact on **nbn**'s business.

Regulatory Event means:

- (a) any enactment, amendment, replacement or repeal of any law;
- (b) the lawful making, amendment or withdrawal of any determination, order, directive, consent or finding by a Regulator, Commonwealth government minister, Government Agency or a court of competent jurisdiction;
- (c) the making of any code by CommsAlliance (or any replacement or successor to CommsAlliance) to which **nbn** is a code signatory, the registration of any Industry Code, the determination of any Industry Standard or the making of any Technical Standard (or any amendment or withdrawal of such codes or standards);
- (d) any declaration, amendment or removal of a condition applying to a party's carrier licence (if applicable), including **nbn** being required to comply with section 152CJB of the Competition and Consumer Act in relation to a specific eligible service and **nbn** being prohibited from supplying a specified carriage service to Carriers, Carriage Service Providers or Content Service Providers under section 41(3) of the NBN Companies Act;
- (e) any determination, amendment or removal of a Service Provider Rule applicable to a party;
- (f) the issue by the ACCC of a draft decision to reject a special access undertaking lodged by **nbn** under section 152CBA of the Competition and Consumer Act justified, wholly or partly, on the basis that a charge referred to in any Price List is too low, or should be higher, during the Term;
- (g) the issue by the ACCC of a final decision to reject a special access undertaking lodged by **nbn** under section 152CBC(2)(b) of the Competition and Consumer Act justified, wholly or partly, on the basis that a charge referred to in any Price List is too low, or should be higher, during the Term;
- (h) a written notice given by the ACCC to **nbn** under section 152CBDA(2) of the Competition and Consumer Act stating that if **nbn** increases a charge referred to in any Price List during the Term, the ACCC will consider the varied special access undertaking lodged by **nbn** under section 152CBC of the Competition and Consumer Act;
- (i) the acceptance by the ACCC of an SAU by **nbn**;
- (j) the variation or withdrawal of an SAU by **nbn**;
- (k) the resetting of any parameters or conditions of a special access undertaking by **nbn** that is in force under Part XIC of the Competition and Consumer Act;
- (l) the declaration of any **nbn** product or service by the ACCC under Part XIC of the Competition and Consumer Act or a material change to any **nbn** product or service that is declared by the ACCC under Part XIC of the Competition and Consumer Act;

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- (m) the issuing of an access determination or binding rules of conduct pursuant to Part XIC of the Competition and Consumer Act in respect of any **nbn** product or service;
- (n) the issuing of an Advisory Notice or Competition Notice by the ACCC in respect of **nbn**;
or
- (o) the issuing of an injunction against a party in relation to a breach or contravention (alleged or otherwise) of the Competition and Consumer Act.

Rejected means the Order Status described in section 4.5.1.6 or Trouble Ticket Status described in section 5.2.2 of the [WBA Operations Manual](#), as the context requires.

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

Related Body Corporate has the meaning given to that term in section 50 of the Corporations Act.

Relationship Issues mean issues that may arise between the parties in relation to this Agreement that are not principally operational or technical in nature.

Relationship Point of Contact has the meaning given to that term in clause F1.1(a)(i) of the [Head Terms](#).

Remediation means, in relation to an **nbn**[™] Ethernet (FTTB) Ordered Product, **nbn**[™] Ethernet (FTTN) Ordered Product or **nbn**[™] Ethernet (FTTC) Ordered Product, any action determined by **nbn** as reasonable to ameliorate the Line Rate at the **nbn**[™] Downstream Network Boundary in respect of the Premises so that it is capable of achieving the PIR Objective or CIR Objective (as relevant).

Remediation Case means a record of an Ordered Product in respect of which **nbn** has designated that Remediation is required, in accordance with section 5.2.8.1 of the [WBA Operations Manual](#).

Remediation Target Date means the target date by which **nbn** proposes to implement a Custom Remediation Solution or a Standard Remediation Solution (as the case may be), notified by **nbn** to Customer in accordance with section 5.2.8.3 of the [WBA Operations Manual](#).

Remote Area means an area in which the relevant Premises is located which is not an Urban Area, Major Rural Area or Minor Rural Area and, if the Premises is located within the footprint of the Satellite Network, an area which is also not an Isolated Area or Limited Access Area.

Repair Profile has the meaning given to that term in section 5.7.1 of the [WBA Operations Manual](#).

Replace Battery Alarm means an alarm generated by an NTD powered by the Power Supply with Battery Backup when a battery attached to the Power Supply with Battery Backup has reached 70% or less of the capacity of a new battery.

Requested Start Date/Time means, in respect of a Temporary POI Migration Order, the date and time at which Customer has requested that **nbn** commence processing the Temporary POI Migration Order.

Reserved means the Appointment Status described in section 4.6.1.1 or the Trouble Ticket Appointment Status described in section 5.3.3.1 of the [WBA Operations Manual](#), as the context requires.

Resolution Advisor means the person or persons appointed as such in accordance with an SAU.

Resolved means the Trouble Ticket Status described in section 5.2.2 of the [WBA Operations Manual](#).

Resolved Notification means the notification provided by **nbn** to Customer that the Trouble Ticket Status has been changed to Resolved.

Restoration means the restoration of the supply of an Ordered Product after the cessation of an Ordering Freeze, Service Reduction or Suspension where the matter giving rise to the Ordering Freeze, Service Reduction or Suspension was contributed to by any act or omission of Customer.

Reverse Power Feed means the power feed provided by the FTTC-NCD to power the **nbn**TM DPU via the **nbn**TM Copper Network, as described in the Network Interface Specification – PND.

RF Passive Equipment means the equipment that is used to split and combine signals, attenuate and balance signal levels in the radio frequency (electrical) domain housed within a single rack to simulate the hybrid fibre coaxial plant between the Optical Node and End User Equipment.

RF Signal Terminating Device means a device (including the HFC-NTD and any cable pay television set-top-boxes or cable modems) that:

- (a) physically connects to an HFC Wall Outlet that is part of the HFC Network; and
- (b) uses the radio frequency signal from the HFC Network.

Rollout Plan has the meaning given to that term in section 4.2.1.1 of the [WBA Operations Manual](#).

Rollout Region Performance means, in respect of a relevant month, the number of Rollout Regions which:

- (a) are delivered by **nbn** in that relevant month; and
- (b) were included in the **nbn** Rollout Forecast given in respect of that month.

Rollout Regions has the meaning given to that term in section 4.2.1.1 of the [WBA Operations Manual](#).

RU means rack unit.

Rural Area means an urban centre or other recognised community grouping with a population equal to or greater than 200 but less than 10,000 people.

RX means receive.

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

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

S-VID means S-TAG VLAN Identifier.

SAC or **Service Activation Centre** means the centre described in section 1.1.4 of the [WBA Operations Manual](#).

SAM or **Serving Area Module** means a geographical region within a FSA which includes Premises served by the Fibre Network, FTTB Network, FTTN Network, FTTC Network and/or HFC Network.

SAM Performance means, in respect of a relevant month, the number of SAMs which:

- (a) are delivered by **nbn** in that relevant month; and
- (b) were included in the Lock-in **nbn** Forecast given in respect of that month.

Sandpit means the service described in the [Sandpit Service Description](#).

Sandpit B2B Gateway means an ebMS 2.0 compliant B2B gateway that is operated by **nbn** within a Sandpit.

Sandpit Order and Configuration Form means the latest version of the form entitled "Sandpit Order and Configuration Form" provided by **nbn** to Customer from time to time.

Satellite Limitation means any fact, matter or circumstance which adversely affects satellite transmissions, including all solar activity, Sun Transit Events, rain fade events, extreme or other adverse weather conditions and satellite radio-frequency interference caused by satellite operators other than **nbn**.

Satellite Network means the satellite network that is owned or controlled by, or operated by or on behalf of, **nbn** (or any Related Body Corporate of **nbn**).

Satellite Test Service means the service described in section 8 of the [nbn™ Ethernet Product Description](#).

SAU means a special access undertaking submitted by **nbn** to the ACCC regarding the supply of any or all of the Products that has been accepted by the ACCC and is in effect.

SC/APC means Subscriber Connector Angled Physical Contact.

Scheduled means the Order Status described in section 4.5.8.3 of the [WBA Operations Manual](#) for CVC and bulk AVC Temporary POI Migration Orders.

Self-Install Kit - FTTC means the **nbn**™ Equipment described in section 6.5 of the Network Interface Specification - PND.

Self-Installation Consent – FTTC means a consent (either given directly to Customer or to a Downstream Service Provider) of the Contracted End User to the installation and making ready for service of the FTTC-NCD by means of an End User Installation – FTTC.

Self-Install Kit - HFC means the **nbn**™ Equipment described in section 5.5 of the Network Interface Specification – Premises Network Devices.

Self-Installation Consent – HFC means a consent (either given directly to Customer or to a Downstream Service Provider) of the Contracted End User to the installation and making ready for service of HFC-NTD Connecting Equipment by means of an End User Installation – HFC.

Service Class means:

- (a) in relation to a Premises, the classification of a Premises according to the status of the physical infrastructure applicable to that Premises; and
- (b) in relation to a Non-Addressable Object, the classification of a Non-Addressable Object according to the status of the physical infrastructure applicable to the Centralised Deployment location **nbn** has associated with the Non-Addressable Object.

Service Class 0 means the Service Class that applies to a Premises or Non-Addressable Object that is:

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- (a) in the footprint of the Fibre Network; and
- (b) not Serviceable for the purposes of **nbn**TM Ethernet (Fibre).

Service Class 1 means the Service Class that applies to a Premises or Non-Addressable Object:

- (a) that is in the footprint of the Fibre Network;
- (b) that is Serviceable for the purposes of **nbn**TM Ethernet (Fibre); and
- (c) where a physical connection is not in place between the NAP and the PCD, including where:
 - (i) the Drop Fibre or PCD has not been installed; or
 - (ii) some augmentation or patching between the PCD and the NAP is required for the supply of **nbn**TM Ethernet (Fibre).

Service Class 2 means the Service Class that applies to a Premises or Non-Addressable Object:

- (a) that is in the footprint of the Fibre Network;
- (b) that is Serviceable for the purposes of **nbn**TM Ethernet (Fibre);
- (c) where a physical connection is in place between the NAP and the PCD (including where the Drop Fibre and PCD are installed as part of the Fibre Network) and no augmentation or patching between the PCD and the NAP is required for the supply of **nbn**TM Ethernet (Fibre); and
- (d) where the NTD has not been installed.

Service Class 3 means the Service Class that applies to a Premises or Non-Addressable Object:

- (a) that is in the footprint of the Fibre Network;
- (b) is Serviceable for the purposes of **nbn**TM Ethernet (Fibre);
- (c) where a physical connection is in place between the NAP and the PCD (including where the Drop Fibre and PCD are installed as part of the Fibre Network) and no augmentation or patching between the PCD and the NAP is required for the supply of **nbn**TM Ethernet (Fibre);
- (d) to which **nbn** can remotely provision the supply of **nbn**TM Ethernet (Fibre); and
- (e) the NTD has been installed, is receiving mains power and can be made operational as part of the Fibre Network.

Service Class 4 means the Service Class that applies to a Premises that is:

- (a) in the footprint of the Wireless Network; and
- (b) not Serviceable for the purposes of **nbn**TM Ethernet (Wireless).

Service Class 5 means the Service Class that applies to a Premises:

- (a) that is in the footprint of the Wireless Network;

- (b) that is Serviceable for the purposes of **nbn**TM Ethernet (Wireless); and
- (c) where the NTD has not been installed.

Service Class 6 means the Service Class that applies to a Premises:

- (a) that is in the footprint of the Wireless Network;
- (b) that is Serviceable for the purposes of **nbn**TM Ethernet (Wireless);
- (c) to which **nbn** can remotely provision the supply of **nbn**TM Ethernet (Wireless); and
- (d) where the NTD has been installed, is receiving mains power and can be made operational remotely as part of the Wireless Network.

Service Class 7 means the Service Class that applies to a Premises if **nbn** has not yet determined the **nbn**TM Network footprint that will apply in respect of that Premises.

Service Class 8 means the Service Class that applies to a Premises:

- (a) that is in the footprint of the Satellite Network;
- (b) that is Serviceable for the purposes of **nbn**TM Ethernet (Satellite); and
- (c) where the NTD has not been installed.

Service Class 9 means the Service Class that applies to a Premises:

- (a) that is in the footprint of the Satellite Network;
- (b) that is Serviceable for the purposes of **nbn**TM Ethernet (Satellite);
- (c) to which **nbn** can remotely provision the supply of **nbn**TM Ethernet (Satellite); and
- (d) where the NTD has been installed, is receiving mains power or reliable DC power and can be made operational remotely as part of the Satellite Network.

Service Class 10 means the Service Class that applies to:

- (a) a Premises:
 - (i) that is in the footprint of the FTTB Network or FTTN Network; and
 - (ii) that is not Serviceable for the purposes of either **nbn**TM Ethernet (FTTB) or **nbn**TM Ethernet (FTTN); and
- (b) an **nbn**TM Copper Pair at a Service Class 10 Premises.

Service Class 11 means the Service Class that applies to:

- (a) a Premises:
 - (i) that is in the footprint of the FTTN Network;
 - (ii) that is Serviceable for the purposes of **nbn**TM Ethernet (FTTN);
 - (iii) in respect of which an **nbn**TM FTTN Node has been installed and is active but Jumpering is required; and

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- (iv) where:
 - A. an **nbm**TM Copper Pair is not available or **nbm** does not have sufficient information to determine whether an **nbm**TM Copper Pair is available; and/or
 - B. the Premises is not at an MDU Site, neither a Telecommunications Outlet or Passive NTD has been installed; and

(b) an **nbm**TM Copper Pair at a Service Class 11 Premises.

Service Class 12 means the Service Class that applies to:

- (a) a Premises:
 - (i) that is in the footprint of the FTTB Network or FTTN Network;
 - (ii) that is Serviceable for the purposes of **nbm**TM Ethernet (FTTB) or **nbm**TM Ethernet (FTTN);
 - (iii) where the Premises is in the footprint of the FTTB Network, in respect of which:
 - A. an **nbm**TM FTTB Node and **nbm**TM Side MDF have been installed, and the **nbm**TM FTTB Node has been pre-patched to the **nbm**TM Side MDF; and
 - B. no Jumper Cables have been installed; and
 - (iv) where the Premises is in the footprint of the FTTN Network:
 - A. in respect of which an **nbm**TM FTTN Node has been installed and is active but Jumpering is required;
 - B. where an **nbm**TM Copper Pair is available; and
 - C. where the Premises is not at an MDU Site, a Telecommunications Outlet or Passive NTD has been installed; and
- (b) in the case of the FTTN Network or the FTTB Network, an **nbm**TM Copper Pair at a Service Class 12 or Service Class 13 Premises in respect of which Jumpering is required.

Service Class 13 means the Service Class that applies to:

- (a) a Premises:
 - (i) that is in the footprint of the FTTB Network or FTTN Network;
 - (ii) that is Serviceable for the purposes of **nbm**TM Ethernet (FTTB) or **nbm**TM Ethernet (FTTN);
 - (iii) where the Premises is in the footprint of the FTTB Network, in respect of which:
 - A. an **nbm**TM FTTB Node and **nbm**TM Side MDF have been installed, and the **nbm**TM FTTB Node has been pre-patched to the **nbm**TM Side MDF; and
 - B. in respect of which at least one Jumper Cable has been installed;
 - (iv) where the Premises is in the footprint of the FTTN Network:
 - A. in respect of which an **nbm**TM FTTN Node has been installed and is active

- and Jumpering has been completed;
 - B. where an **nbn**TM Copper Pair is available; and
 - C. where the Premises is not at an MDU Site, a Telecommunications Outlet or a Passive NTD has been installed; and
- (v) to which **nbn** can remotely provision the supply of **nbn**TM Ethernet in respect of at least one **nbn**TM Copper Pair (as the case may be); and
- (b) in the case of the FTTN Network or the FTTB Network, an **nbn**TM Copper Pair used to serve a Service Class 13 Premises in respect of which all Jumpering has been completed.

Service Class 20 means the Service Class that applies to a Premises that is in the footprint of the HFC Network and is not Serviceable for the purposes of **nbn**TM Ethernet (HFC).

Service Class 21 means the Service Class that applies to a Premises:

- (a) that is in the footprint of the HFC Network;
- (b) that is Serviceable for the purposes of **nbn**TM Ethernet (HFC);
- (c) where an HFC Tap port is available for that Premises; and
- (d) where a physical connection is not in place between the HFC Tap and the PCD, including where:
 - (i) the HFC Lead-In Cable or PCD has not been installed; or
 - (ii) some augmentation or patching between the PCD and the HFC Tap is required for the supply of **nbn**TM Ethernet (HFC).

Service Class 22 means the Service Class that applies to a Premises:

- (a) that is in the footprint of the HFC Network;
- (b) that is Serviceable for the purposes of **nbn**TM Ethernet (HFC);
- (c) where a physical connection is in place between the HFC Tap and the PCD (including where the HFC Lead-In Cable and PCD are installed as part of the HFC Network) and no augmentation or patching between the PCD and the HFC Tap is required for the supply of **nbn**TM Ethernet (HFC); and
- (d) in respect of which no HFC Connecting Cable, HFC Wall Outlet or NTD has been installed.

Service Class 23 means the Service Class that applies to a Premises:

- (a) that is in the footprint of the HFC Network;
- (b) that is Serviceable for the purposes of **nbn**TM Ethernet (HFC);
- (c) where a physical connection is in place between the HFC Tap and the PCD (including where the HFC Lead-In Cable and PCD are installed as part of the HFC Network) and no augmentation or patching between the PCD and the HFC Tap is required for the supply of **nbn**TM Ethernet (HFC);
- (d) in respect of which an HFC Connecting Cable has been installed to at least one HFC Wall Outlet which is able to be used for the supply of **nbn**TM Ethernet (HFC) (including

through instalment of an HFC RF Splitter); and

- (e) where no NTD has been installed or an NTD has been installed but no UNI ports are available.

Service Class 24 means the Service Class that applies to a Premises:

- (a) that is in the footprint of the HFC Network;
- (b) that is Serviceable for the purposes of **nbn**TM Ethernet (HFC);
- (c) where a physical connection is in place between the HFC Tap and the PCD (including where the HFC Lead-In Cable and PCD are installed as part of the HFC Network) and no augmentation or patching between the PCD and the HFC Tap is required for the supply of **nbn**TM Ethernet (HFC);
- (d) in respect of which an HFC Connecting Cable, HFC Wall Outlet, HFC Fly Lead, HFC RF Splitter (if relevant) and NTD have been installed and can be made operational as part of the HFC Network, and the NTD is receiving mains power; and
- (e) to which **nbn** can remotely provision the supply of **nbn**TM Ethernet (HFC).

Service Class 30 means the Service Class that applies to:

- (a) a Premises:
 - (i) that is in the footprint of the FTTC Network; and
 - (ii) that is not Serviceable for the purposes of **nbn**TM Ethernet (FTTC); and
- (b) an **nbn**TM Copper Pair at a Service Class 30 Premises.

Service Class 31 means:

- (a) a Premises:
 - (i) that is in the footprint of the FTTC Network;
 - (ii) that is Serviceable for the purposes of **nbn**TM Ethernet (FTTC); and
 - (iii) where either or both of the following applies:
 - A. an **nbn**TM Copper Pair is not available; or
 - B. **nbn** does not have sufficient information to determine whether an **nbn**TM Copper Pair is available; and
- (b) an **nbn**TM Copper Pair:
 - (i) at a Service Class 31 Premises; or
 - (ii) that is a new **nbn**TM Copper Pair installed at a Service Class 32, Service Class 33 or Service Class 34 Premises.

Service Class 32 means:

- (a) a Premises:

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- (i) that is in the footprint of the FTTC Network;
 - (ii) that is Serviceable for the purposes of **nbn**TM Ethernet (FTTC);
 - (iii) in respect of which a Lead-In Cable has been installed;
 - (iv) where at least one **nbn**TM Copper Pair is available; and
 - (v) in respect of which no FTTC-NCD has been installed; and
- (b) an **nbn**TM Copper Pair at a:
- (i) Service Class 32 Premises; and
 - (ii) Service Class 33 Premises or Service Class 34 Premises which has not been cut into the **nbn**TM DPU.

Service Class 33 means:

- (a) a Premises:
- (i) that is in the footprint of the FTTC Network;
 - (ii) that is Serviceable for the purposes of **nbn**TM Ethernet (FTTC);
 - (iii) in respect of which an **nbn**TM DPU has been installed;
 - (iv) in respect of which at least one **nbn**TM Copper Pair is available and has been cut-in to the **nbn**TM DPU;
 - (v) in respect of which a Lead-In Cable has been installed; and
 - (vi) in respect of which no FTTC-NCD has been installed; and
- (b) an **nbn**TM Copper Pair at a Service Class 33 or Service Class 34 Premises:
- (i) that has been cut-in to the **nbn**TM DPU; and
 - (ii) in respect of which no FTTC-NCD has been installed.

Service Class 34 means:

- (a) a Premises:
- (i) that is in the footprint of the FTTC Network;
 - (ii) that is Serviceable for the purposes of **nbn**TM Ethernet (FTTC);
 - (iii) in respect of which an **nbn**TM DPU has been installed;
 - (iv) in respect of which at least one **nbn**TM Copper Pair is available and has been cut-in to the **nbn**TM DPU;
 - (v) a Lead-In Cable has been installed;
 - (vi) where the Premises is:
 - A. not at an MDU Site, a PCD, Copper Connecting Cable and

- Telecommunications Outlet or Passive NTD have been installed; and
- B. at an MDU Site, Jumpering has been completed;
- (vii) to which **nbn** can remotely provision the supply of **nbn**[™] Ethernet (FTTC) in respect of at least one **nbn**[™] Copper Pair; and
- (viii) to which **nbn** has previously provisioned the supply of **nbn**[™] Ethernet (FTTC) in respect of at least one **nbn**[™] Copper Pair; and
- (b) an **nbn**[™] Copper Pair at a Service Class 34 Premises:
 - (i) that has been cut-in to the **nbn**[™] DPU;
 - (ii) in respect of which:
 - A. where the relevant Premises is not at an MDU Site, a PCD, Copper Connecting Cable and Telecommunications Outlet or Passive NTD have been installed; and
 - B. where the relevant Premises at an MDU Site, Jumpering has been completed;
 - (iii) to which **nbn** can remotely provision the supply of **nbn**[™] Ethernet (FTTC); and
 - (iv) to which **nbn** has previously provisioned the supply of **nbn**[™] Ethernet (FTTC).

Service Description means each document entitled "Service Description" in a Product Module.

Service Element has the meaning given to the term Product Component.

Service Fault means:

- (a) a failure of an Ordered Product to perform substantially in accordance with the relevant Product Description or Product Technical Specification where the failure is contributed to by:
 - (i) a fault in or failure of an **nbn**[™] Infrastructure; or
 - (ii) any other matter or thing for which **nbn** is responsible,except where the failure:
 - (iii) is an Outage (other than a failure contributed to by an Emergency Outage performed in response to an existing Service Fault where an End User has reported the failure to Customer and Customer has raised a Trouble Ticket in respect of that failure); or
 - (iv) relates to the Line Rate, Information Rate (PIR or CIR) or line stability of an **nbn**[™] Ethernet (FTTB) Ordered Product or an **nbn**[™] Ethernet (FTTN) Ordered Product:
 - A. that is operating with a Repair Profile;
 - B. that is not operating with VDSL2 Equipment registered in accordance with section 5.4.2 of the [WBA Operations Manual](#); or
 - C. in respect of which:

1. Customer has previously raised a Trouble Ticket; and
 2. **nbn** has designated the relevant Ordered Product or Premises as requiring Remediation or Interference Mitigation;
- (v) relates to the Line Rate, Access Line Rate, Information Rate (PIR or CIR) or line stability of an **nbn**[™] Ethernet (FTTC) Ordered Product in respect of which:
- A. Customer has previously raised a Trouble Ticket; and
 - B. **nbn** has designated the relevant Ordered Product or Premises as requiring Remediation or Interference Mitigation; or
- (vi) relates to an **nbn**[™] Ethernet (FTTC) Ordered Product and arises as a result of:
- A. faulty or defective Customer Professional Installation – FTTC or End User Installation – FTTC; or
 - B. faulty or defective installation of a Self-Install Kit - FTTC at a Service Class 32 Premises;
- (vii) relates to an **nbn**[™] Ethernet (HFC) Ordered Product and arises as a result of faulty or defective Customer Professional Installation – HFC or End User Installation - HFC; or
- (b) a Central Splitter Fault.

Service Fault Rebate means the rebate in respect of **nbn**'s failure to achieve Service Levels for the rectification of End User Faults calculated in accordance with section 8.5 of the [nbn[™] Ethernet Service Levels Schedule](#).

Service Feature has the meaning given to the term Product Feature.

Service ID means the unique identifier assigned by **nbn** to identify a Service Element ordered by Customer.

Service Impacting Multicast Domain Modification means the modification of a Multicast Domain comprising:

- (a) the modification of the IP address of an existing Media Stream;
- (b) the modification of the configured peak bandwidth value of an existing Media Stream; and
- (c) a change to the S-TAG.

Service Level means a service level set out in any Service Levels Schedule.

Service Level Region means, in relation to a Premises, the area within which the Premises is located, being one of an Urban Area, Major Rural Area, Minor Rural Area, Remote Area, Isolated Area or Limited Access Area.

Service Levels Schedule means each document entitled "Service Levels Schedule" that forms part of a Product Module.

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

Service Provider Rule has the meaning given to that term in section 98 of the

Telecommunications Act.

Service Qualification System means a system or systems made available by **nbn** (whether automated or manually implemented) to enable Customer to determine whether a particular address is identified by **nbn** as Serviceable (at a given point in time) by the **nbn**TM Network.

Service Reduction means a limitation or restriction on the supply of an Ordered Product to Customer, including a downgrading of any of the Product Features of an Ordered Product.

Service Request means an enquiry or request by Customer which is not related to a Service Fault in connection with **nbn**TM Ethernet or an order in connection with **nbn**TM Ethernet.

Service Restoration Target, in respect of each type of Material Service Failure, has the meaning given to that term in the Product Terms that define that type of Material Service Failure.

Service Restoration Trouble Ticket has the meaning given to that term in the "B2B Interaction Business Process Technical Specification".

Service Technical Specification means each document entitled "Service Technical Specification" in a Product Module.

Service Terms means each document entitled "Service Terms" in a Product Module.

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

Service Transfer Order means a Connect Order for a Service Transfer, Connect Outstanding Transfer or Transfer Reversal which is submitted as a "Service Transfer Order" in accordance with the [WBA Operations Manual](#).

Service Type means an indicator as to whether an existing telecommunications service supplied over an **nbn**TM Copper Pair by Telstra on a wholesale basis has an FNN or ULL ID, and may include a Special Service Flag.

Serviceable means, in respect of each Product, Product Component and Product Feature (as applicable):

- (a) a premises that **nbn** has determined is serviceable by the **nbn**TM Network; or
- (b) a Non-Addressable Object that is associated with a Centralised Deployment that **nbn** has determined is serviceable by the **nbn**TM Network.

Services In Operation means the number of Customer's Ordered Products that are active on the **nbn**TM Network.

Shared Network Resources has the meaning given to that term in section 14.3(a) of the [nbnTM Ethernet Service Levels Schedule](#).

Shareholder Ministers means collectively the Communications Minister (which has the meaning given to that term in the NBN Companies Act) and the Finance Minister (which has the meaning given to that term in section 7 of the Telecommunications Act).

Single Chassis has the meaning given to that term in section 6.2 of the [nbnTM Ethernet Product Technical Specification](#).

Single Site Qualification has the meaning given to that term in the "B2B Interaction Business Process Technical Specification".

SIP means Session Initiation Protocol.

Site Attendance Logbooks means logbooks provided upon entry to and exit from a Type 1 SFAA - Wholesale Broadband Agreement - Dictionary

Facility or Type 2 Facility.

Site Boundary means, in respect of an Established POI, the boundary (as determined by **nbn**, including as agreed between **nbn** and an Underlying Facility Provider) which defines those areas of a building within which the relevant POI Site or Aggregation Node Site is located.

Site Induction Courses means, in connection with Customer's acquisition of the Facilities Access Service, current site induction and any other courses that may be notified (in writing or otherwise) by:

- (a) **nbn** to Customer, in the case of access to a Type 1 Facility; or
- (b) **nbn** or the Underlying Facility Provider to Customer, in the case of access to a Type 2 Facility.

Site Qualification Enquiry has the meaning given to that term in section 4.3.1 of the [WBA Operations Manual](#).

Site Qualification Information means information provided through the **nbn**TM Platform in connection with a Site Qualification Enquiry.

Site Qualification System means the Site Qualification Enquiry functionality of the **nbn**TM Platform Interfacing Service.

Software Failure means a failure of any software which is used by **nbn** to supply Eligible Products.

Solution Brief means the document described in section 2.2.1.1 of the [WBA Operations Manual](#).

Solution Workshop has the meaning given to that term in section 2.2.1.1 of the [WBA Operations Manual](#).

Special Service means any existing service used to support priority assistance, medical alert, alarm, a "Special Service" or "Special Service Input" as defined in the Telstra Migration Plan, or any similar service.

Special Service Flag means an indicator as to whether an existing telecommunications service supplied over an **nbn**TM Copper Pair by Telstra on a wholesale basis is a Telstra Special Service.

Special Terms means those sections of Product Terms or Service Terms identified as "Special Terms" in the relevant Product Terms or Service Terms.

Specified Activity means any of the activities referred to in sections 10 to 16 (inclusive) of the NBN Companies Act.

Specified Utility has the meaning given to the term "Utility" in section 151DA(9) of the Competition and Consumer Act.

Standard Appointment means an appointment that falls within the Service Levels for Standard Connections that is not an Accelerated Appointment.

Stable Profile means a VDSL2 line profile designed to optimise layer 1 stability through an increased noise margin and G.Inp retransmission buffer.

Standard Connection means the connection and activation of the Access Components in respect of a Premises which is not an Accelerated Connection or a Priority Assistance Connection.

Standard Form of Access Agreement means a standard form of access agreement for the SFAA - Wholesale Broadband Agreement - Dictionary

purposes of Part XIC of the Competition and Consumer Act.

Standard Hours means a period between 9:00am and 5:00pm, Monday to Friday, excluding public holidays in the State or Territory in which the Premises is located.

Standard Installation has the meaning given to that term in section 28 of the [nbn™ Ethernet Product Terms](#).

Standard Offer means the Standard Form of Access Agreement entitled "Wholesale Broadband Agreement" made available by **nbn** on **nbn**'s Website from time to time.

Standard Profile means the standard VDSL2 line profile.

Standard Remediation Solution means, in respect of a Remediation Case, performance of the following activities:

- (a) the like-for-like replacement of short copper cable runs (being copper cable runs that are less than 50 metres in length and are not distribution copper cable runs) and related joints; and/or
- (b) such other activities as may be determined by **nbn** from time to time,

but does not include activities that require consent of any third party (other than third party consents necessary to access Common Property or MDU Sites).

Start Date means 17 November 2017.

Start Notification means notice of commencement of a Planned Outage.

Statement of Capability means the document with that title, provided by **nbn** to Customer to complete as verification that Customer understands technical requirements related to the Satellite Network and has the ability to comply with the [nbn™ Ethernet Fair Use Policy](#).

Status means, in relation to an order or Trouble Ticket, the status applied to that order or Trouble Ticket, as the context requires, pursuant to the [WBA Operations Manual](#).

Subsequent Installation means any Installation by **nbn** (or an Installer) which is not an Initial Standard Installation, an Initial Non Standard Installation or a Professional Splitter Installation, and includes an FTTB/FTTN Subsequent Installation and FTTC Subsequent Installation.

Sun Transit Event means any periodic event during which the sun is aligned with any satellite that forms part of the Satellite Network and any:

- (a) earth station; or
- (b) Premises,

which adversely affects satellite transmissions.

Sunset Period has the meaning given to that term in section 4.6.3.4 of the [WBA Operations Manual](#).

Supply has the meaning given to that term in the GST Law.

Supply Conditions means the conditions of supply specified in clause A2.2(a) of the [Head Terms](#).

Supply Terms means, in respect of **nbn™** Equipment, any terms of supply, installation or use issued under clause C7.2(a) of the [Head Terms](#) or sections 12 or 13 of the [nbn™ Ethernet](#)

[Product Terms](#), or under the corresponding provisions of any Prior WBA.

Supported Attribute means a Major Attribute or a Minor Attribute.

Suspend means:

- (a) to restrict or cease the supply of an Ordered Product (or any part of an Ordered Product) to Customer; and
- (b) to withdraw Customer's right to use or on-supply an Ordered Product (or any part of an Ordered Product),

but does not include an Ordering Freeze, Service Reduction or the disconnection or termination of the supply of an Ordered Product.

Suspension has the meaning given to the term Suspend.

Tangible Property means physical property, including real property, but does not include non-physical property such as incorporeal property or Intellectual Property Rights.

Target Commitment Date means the date and time that **nbn** specifies to the Customer that it anticipates that **nbn** will have completed a Trouble Ticket investigation, as the case may be.

Tax means any tax, levy, charge, impost, duty, fee, rate, deduction, compulsory loan or withholding, which is assessed, levied, imposed or collected by any Government Agency, including the ACT Utilities Tax, but excluding any tax (however described) that relates to income, profit or capital gains.

Tax Change Event means any of the following events:

- (a) any:
 - (i) ACT Utilities Tax; or
 - (ii) Tax other than GST that becomes law and is effective after the Execution Date (including any increase in such a Tax after it becomes effective),

is assessed, levied or imposed on **nbn**, the **nbn**TM Network or any facilities or land used, occupied or accessed in connection with the **nbn**TM Network, or the supply of Products, Product Components, Product Features, or anything used, occupied or accessed in connection with the supply of Products, Product Components or Product Features;

- (b) any Tax (or any amount payable in respect of any Tax) other than GST already assessed, levied or imposed on **nbn**, the **nbn**TM Network or any facilities or any land used, occupied, accessed in connection with the **nbn**TM Network, or the supply of Products, Product Components, Product Features, or anything used, occupied or accessed in connection with the supply of Products, Product Components or Product Features is increased;
- (c) any amount is charged by any person, to **nbn** and specifically identified by that person as a charge for a Tax of the same or similar nature to a Tax described in paragraphs (a) or (b), or an increased Tax under paragraph (b), and is an amount that third party is required to pay; or
- (d) any amount is charged by any person to **nbn** arising from a Tax imposed on facilities, land or infrastructure used, occupied or accessed in connection with the **nbn**TM Network.

Tax Invoice has the meaning given to that term in the GST Law.

TC-1 means either or both of AVC TC-1 or CVC TC-1 as the context requires.

TC-2 means either or both of AVC TC-2 or CVC TC-2 as the context requires.

TC-4 means either or both of AVC TC-4 or CVC TC-4 as the context requires.

TC-MC means the traffic class used for the delivery of Multicast.

TCPSS Act means the *Telecommunications (Consumer Protection and Service Services) Act 1999* (Cth).

Technical Bridge means a peer to peer discussion between Customer and **nbn**'s technical support teams concerning technical matters relating to a Service Restoration Trouble Ticket raised by Customer which has a New, Acknowledged, In Progress, In Progress – Pending or In Progress – Held status.

Technical Standard means any technical standard made by the ACMA under Part 21 of the Telecommunications Act.

Telecommunications Act means the *Telecommunications Act 1997* (Cth).

Telecommunications Outlet means the first point in a Premises at which Customer Equipment, Downstream Service Provider Equipment and End User Equipment can be terminated and connected to:

- (a) an Internal Copper Pair; or
- (b) an **nbn**TM Copper Pair or a copper or aluminium Line connected to the Passive NTD (as the case may be),

for the transmission of Carriage Services.

Telstra means Telstra Corporation Limited or any of its Related Bodies Corporate.

Telstra Address Data means Third Party Address Data provided by **nbn** to Customer from time to time that is provided to **nbn** by Telstra.

Telstra Migration Plan means the Migration Plan given by Telstra to the ACCC under section 577BDA of the Telecommunications Act in the form as at the date of this Agreement.

Telstra Special Service means any existing service used to support a "Special Service" or "Special Service Input" as defined in the Telstra Migration Plan, or any similar service.

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

Temporary POI means a POI that is established temporarily until an Established POI serving the relevant CSA is established and includes POIs temporarily established to serve first release trial sites and new developments.

Temporary POI Migration Order has the meaning given to that term in section 4.5.8.2 of the [WBA Operations Manual](#).

Temporary POI Decommissioning Notice means the notice to be given by **nbn** to Customer of the decommissioning of a Temporary POI which must include:

- (a) the location of the Temporary POI being decommissioned;
- (b) the location of the Established POI or Established POIs that will replace that Temporary POI;

Definitions

- (c) the date on which the replacement of the Temporary POI will be implemented;
- (d) the transition period during which Customer may migrate Premises to the Established POI or Established POIs;
- (e) any other steps that **nbn** is taking to minimise disruption to Customer; and
- (f) details of the **nbn** representative whom Customer may contact to obtain further information about the replacement.

Term means the current term of this Agreement being the period specified in clause F2.1 of the [Head Terms](#) and any extension of that period in accordance with clause F2.1 or F2.2 of the [Head Terms](#).

Test & Diagnostic Checklist means the checklist made available by **nbn** from time to time to assist Customer to identify Service Faults prior to reporting them to **nbn**.

Test & Diagnostics Guide means the guide made available by **nbn** from time to time to assist Customer to submit and review Diagnostic Status Tests and Network Tests.

Test & Diagnostic Transactions means the transactions described as test & diagnostic transactions in section 1.1 of the [Service Description for the nbn™ Platform Interfacing Service](#).

Test Accepted Notification means a notification provided by **nbn** to Customer that the Test Status of a Network Test has been changed to Accepted.

Test ID means a unique identifier allocated by **nbn** to identify a Diagnostic Status Test or Network Test submitted by Customer under this Agreement.

Test In Progress Notification means a notification provided by **nbn** to Customer that the Test Status of a Network Test has been changed to In Progress.

Test Status means the status of a:

- (a) Diagnostic Status Test as New, Complete or Unable to Complete Request as described in section 5.2.1.1 of the [WBA Operations Manual](#); or
- (b) Network Test as one of New, Accepted, In Progress, Complete, Rejected or Cancelled as described in section 5.2.1.2 of the [WBA Operations Manual](#).

Third Party Address Data means address data provided by **nbn** to Customer from time to time, including address data provided in any Ready for Service Rollout Plan and through the **nbn™** Platform Interfacing Service, which has the following attributes:

- (a) street name, suburb and address number;
- (b) geo-spatial coordinates for addresses or other locations; or
- (c) where available, the G-NAF PID (being the persistent identifier for that address extracted from the geographic national address file data licensed by PSMA to **nbn**).

Third Party IPR means Intellectual Property Rights of a third party.

Third Party Supplier means any person supplying network services or network infrastructure to **nbn** under a contract between **nbn** and that person.

TPEP means transparent performance enhancing proxy.

TPID or **Tag Protocol Identifier** means a 2-byte field in the overall 4-byte VLAN tag header

that enables Ethernet frames to be distinguished between untagged and tagged frames. For untagged frames, the TPID field is located in the Ethertype length field.

Traffic Class has the meaning given to that term in the [nbn™ Ethernet Product Technical Specification](#).

Transaction Deactivation Threshold means 95% of the Transaction Quota.

Transaction Manager means the functionality of the nbn™ Platform Interfacing Service which monitors and, where permitted by the [Service Description for the nbn™ Platform Interfacing Service](#), deprioritises Monitored Transactions submitted by Customer to the nbn™ Platform Interfacing Service.

Transaction Manager Report means a report relating to the immediately prior Governance Period setting out the:

- (a) number of Test & Diagnostic Transactions performed by Customer through both the nbn™ Service Portal and B2B Access;
- (b) Customer's Transaction Quota; and
- (c) Customer's maximum number of Monitored Transactions per hour,

in the Governance Period.

Transaction Quota means the greater of the following number of Monitored Transactions that are Test & Diagnostic Transactions, measured during each Transaction Window:

- (a) 250 transactions; and
- (b) the number of transactions equal to 5% of Services in Operation at 5:00pm AET on the last day of each calendar month,

(subject to any temporary amendments made by nbn in accordance with the [Service Description for the nbn™ Platform Interfacing Service](#)).

Transaction Warning Threshold means 80% of the Transaction Quota.

Transaction Window means each rolling hour.

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

Transfer Loss Notification means a disconnection notification provided by nbn to:

- (a) Customer, in respect of a service transfer order placed by an Other Gaining Customer; or
- (b) Other Losing Customer, in respect of a Service Transfer Order placed by Customer,

in accordance with the [WBA Operations Manual](#).

Transfer Reversal has the meaning given to that term in section 4.5.2.6 of the [WBA Operations Manual](#).

Transition means that with effect on and from expiry or termination of this Agreement, any products or services supplied under this Agreement will be supplied pursuant to, and be subject

to the provisions of, a replacement agreement between **nbn** and Customer.

Transition Advice Information means, in respect of a Premises, any information that **nbn**, acting reasonably, considers to be necessary or desirable to disclose to effect the disconnection of any Voiceband Service for which Voiceband Continuity has not been ordered and/or any Non-Voiceband Service supplied to that Premises, including the following:

- (a) **nbn**TM Location ID;
- (b) street address of the Premises;
- (c) FNN or ULL ID (where available);
- (d) **nbn**TM Copper Pair ID;
- (e) Customer's identity as the gaining service provider (in the form of an EPID Code); and
- (f) date of activation of **nbn**TM Ethernet in respect of the relevant **nbn**TM Copper Pair.

Transition Order means a Connect Order for **nbn**TM Ethernet (FTTB), **nbn**TM Ethernet (FTTN) or **nbn**TM Ethernet (FTTC) that involves transitioning an existing Voiceband Service or Non-Voiceband Service that does not use an Ordered Product as an input.

Transition Reversal means a disconnection of **nbn**TM Ethernet (FTTB) or **nbn**TM Ethernet (FTTN) or **nbn**TM Ethernet (FTTC) and reversal of any installation works undertaken as part of the original Transition Order, pursuant to a Service Request made in accordance with the [WBA Operations Manual](#).

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

- (a) Customer has placed an order for **nbn**TM Ethernet in respect of that **nbn**TM Copper Pair;
- (b) at the time that Customer placed that order for **nbn**TM Ethernet, and immediately before **nbn** completed that order, that **nbn**TM Copper Pair was used to supply a Designated Special Service;
- (c) if that **nbn**TM Copper Pair was one of multiple **nbn**TM Copper Pairs used to supply that Designated Special Service, it was the first such **nbn**TM Copper Pair in respect of which **nbn** completed an order for **nbn**TM Ethernet;
- (d) when processing Customer's order for **nbn**TM Ethernet in respect of that **nbn**TM Copper Pair, **nbn** had identified that the **nbn**TM Copper Pair was supporting a Designated Special Service or other Telstra Special Service at that time; and
- (e) **nbn** has completed Customer's order, has started supplying an **nbn**TM Ethernet Ordered Product, and that **nbn**TM Ethernet Ordered Product has not been disconnected.

TRIA means transmit-receive integrated assembly.

Trouble Ticket means a notification and record of a fault (or other matter requiring attention) that is raised by Customer with **nbn** or raised by **nbn** and notified to Customer (as the context requires) using the **nbn**TM Service Portal or B2B Access.

Trouble Ticket Acceptance means, in respect of a Trouble Ticket, the time at which **nbn** sends an Accepted Notification in relation to the Trouble Ticket in accordance with the [WBA Operations Manual](#).

Trouble Ticket Acknowledgement means the time at which **nbn** assigns an "Acknowledged" status to a Trouble Ticket in accordance with the [WBA Operations Manual](#).

Trouble Ticket Appointment means an Appointment to resolve a Trouble Ticket.

Trouble Ticket Appointment Status means the status of a Trouble Ticket Appointment as one of Reserved, Booked, In Progress, Complete, Incomplete or Cancelled as described in section 5.3.3.1 of the [WBA Operations Manual](#).

Trouble Ticket Escalation Notice has the meaning given to that term in section 5.2.15 of the [WBA Operations Manual](#).

Trouble Ticket ID has the meaning given to that term in section 5.2.3.1 of the [WBA Operations Manual](#).

Trouble Ticket Status means the status of a Trouble Ticket as one of New, Acknowledged, In Progress, Resolved, Closed, Rejected, Cancelled, In Progress, Pending or Held as described in section 5.2.2 of the [WBA Operations Manual](#), including in section 5.2.5.1 for Trouble Tickets related to Battery Backup Service alarm notifications.

TX means transmit.

Type 1 Electronic Access Card means an Electronic Access Card issued by **nbn** for access by an Authorised Person to a Type 1 Facility or to an electronic key safe at either a Type 1 Facility or a Type 2 Facility.

Type 1 Facility has the meaning given to that term in section 3.1(a) of the [Service Description for the Facilities Access Service](#).

Type 2 Facility has the meaning given to that term in section 3.2(a) of the [Service Description for the Facilities Access Service](#).

ULL ID means the unique 10 digit number allocated by Telstra to a ULLS.

ULLS means unconditioned local loop service.

Unable to Complete Request means the Test Status described in section 5.2.1.1 of the [WBA Operations Manual](#).

Underlying Facility Provider means the entity that occupies, owns, operates or controls a Type 2 Facility.

Unescorted Physical Access means physical access to an Accessible Location where Customer Personnel are not escorted by Personnel of **nbn**.

UNI has the meaning given to the term User Network Interface.

UNI-D or **User Network Interface – Data** means a data port on an NTD or an FTTC-NCD, as described in section 4 of the [nbn™ Ethernet Product Description](#).

UNI-DSL or **User Network Interface – DSL** means an xDSL port as described in section 4 of the [nbn™ Ethernet Product Description](#).

UNI-V or **User Network Interface – Voice** means a voice port on an NTD, as described in section 4 of the [nbn™ Ethernet Product Description](#).

Unsupported Attribute means any attribute of the **nbn™** Network which is:

- (a) identified as an Unsupported Attribute in any Network Interface Specification; or
- (b) not identified as an attribute in any Network Interface Specification.

Upstream Backhaul means, for any variant of the Fibre Sandpit, VDSL Sandpit, FTTC Sandpit or HFC Sandpit where Customer's broadband network gateway is not located in the **nbn**-hosted SFAA - Wholesale Broadband Agreement - Dictionary

environment, the backhaul transmission shown as "Upstream Backhaul" in the diagram illustrating that Sandpit in the [Sandpit Service Description](#).

Upgrade means, subject to clause C13.6 of the [Head Terms](#), any upgrade, enhancement, modernisation, reconfiguration, enablement or augmentation of the **nbn**TM Network, including the removal, rearrangement, replacement or decommissioning of the network elements and associated electronics comprising the **nbn**TM Network.

Upgraded Attribute means any attribute of the **nbn**TM Network upgraded as described in an updated Network Interface Specification given under clause C13.1(a) of the [Head Terms](#).

Urban Area means an urban centre with a population equal to or greater than 10,000 people.

User Network Interface has the meaning given to that term in section 4 of the [nbn](#)TM [Ethernet Product Description](#) or, for the purposes of the Sandpit, has the meaning given to that term in the [Sandpit Service Description](#).

USO means universal service obligation which has the meaning given to that term in section 9 of the TCPSS Act.

Utilisation Management Performance Objective has the meaning given to that term in section 12.3(b) of the [nbn](#)TM [Ethernet Service Levels Schedule](#).

Utilisation Threshold has the meaning given to that term in section 12.3(b)(i) of the [nbn](#)TM [Ethernet Service Levels Schedule](#).

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

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

Voiceband Continuity means a physical connection that facilitates the supply of a Voiceband Service by a third party and comprises:

- (a) in the case of the FTTB Network, a Voiceband Continuity Cable, a Line between a Combiner and the **nbn**TM Side MDF and a Jumper Cable; and
- (b) in the case of the FTTN Network, a Voiceband Continuity Cable, a Line between the Combiner and the **nbn**TM Frame, a Pillar Jumper Cable and an **nbn**TM Copper Pair.

Voiceband Continuity Cable means a Line that is used, or capable of being used, to supply a Carriage Service:

- (a) in the case of the FTTB Network, from the Pre-existing Carrier Side MDF to the Combiner (via the **nbn**TM Side MDF); or
- (b) in the case of the FTTN Network, from the M Pair Frame to the Combiner (via the **nbn**TM Frame).

Voiceband Reinstatement means the installation of Voiceband Continuity following the Completion of an AVC order, pursuant to a Service Request made in accordance with section 4.5.2.4 of the [WBA Operations Manual](#).

Voiceband Service means a Carriage Service (including a PSTN Service) that is supplied by means of the **nbn**TM Copper Network or Other Copper Network and uses the voiceband spectrum (100Hz to 4kHz) and is not an Ordered Product.

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

WBA has the meaning given to the term "Agreement".

Wholesale Broadband Agreement has the meaning given to the term "Agreement".

Wireless Network means the wireless network that is owned or controlled by, or operated by or on behalf of, **nbn** (or any Related Body Corporate of **nbn**).

WSA or **Wireless Serving Area** means a geographical region within a CSA which includes Premises served by the Wireless Network.

Year means the 12 calendar month period commencing on the earliest execution date of this Agreement and any Customer Group WBA and each subsequent 12 month period (or part thereof where this Agreement terminates or expires) which commences on an anniversary of that earliest execution date.