

Dictionary

nbn[™] BSS Interim Launch Agreement

Dictionary

nbn™ BSS Interim Launch Agreement

Version	Description	Effective Date
1.0	First issued version of nbn™ BSS Interim Launch Agreement	Execution Date
1.1	Insert definition of "Interim Restoration Time", "Response Time" and "Update Interval"	27 November 2019
1.2	Amendments relating to nbn™ ABSL3 (Contended), definition of "Business Hours", VSAT NTDs and related equipment, Self-Installation Option	3 August 2020
1.3	Consequential changes to update certain definitions following changes to the WBA SFAA notified on 21 December 2020	21 December 2020
1.4	Amendments to introduce Relocation	28 July 2021
1.5	Amendment to definition of "Expiry Date" to extend nbn™ BSS ILA to 30 September 2022	30 September 2021

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.

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Environment

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

Definitions

1000BaseEX has the meaning given to that B-NNI Bearer profile as described in the [nbn™ BSS ILA Network Interface Specification](#).

1000BaseLX has the meaning given to that B-NNI Bearer profile as described in the [nbn™ BSS ILA Network Interface Specification](#).

10GBaseER has the meaning given to that B-NNI Bearer profile as described in the [nbn™ BSS ILA Network Interface Specification](#).

10GBaseLR has the meaning given to that B-NNI Bearer profile as described in the [nbn™ BSS ILA Network Interface Specification](#).

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.

A-end Component has the meaning given to that term in section 20.2(a) of the [nbn™ BSS ILA Product Description](#).

ABP has the meaning given to the term Access Bandwidth Pool.

ABP Bandwidth has the meaning given to that term in section 7.2(b)(i) of the [nbn™ BSS ILA Product Description](#).

ABP Member has the meaning given to that term in section 7.2(a) of the [nbn™ BSS ILA Product Description](#).

ACCC means the Australian Competition and Consumer Commission.

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);

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- (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 WBA SFAA [Head Terms](#), as that clause is incorporated into the [Interim Terms](#).

Access Bandwidth Pool has the meaning given to that term in section 7.2(a) of the [nbn™ BSS ILA Product Description](#).

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

Access Component Modification means, in respect of a Premises, the modification of an Access Component.

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

Acknowledged means, in respect of a Product, the Order Status or Trouble Ticket Status of that name described in accordance with standard processes determined by **nbn** from time to time.

Acknowledged Notification means a notification provided by **nbn** 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.

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

Active Hours has the meaning given to that term in section 5(b)(i) of [nbn™ BSS ILA Price List](#).

Activity means those activities of **nbn** that are the subject of Service Levels, Performance Objectives or Operational Targets in the [nbn™ BSS ILA Service Levels Schedule](#).

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

Additional VLANs has the meaning given to that term in section 8.2(a) of the [nbn™ BSS ILA Product Description](#).

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

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™** 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™** Infrastructure;

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- (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 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.

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

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

Approved De-identification Process has the meaning set out in clause D1.10(e) of the WBA SFAA [Head Terms](#), as that clause is incorporated into the [Interim Terms](#).

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

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

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 WBA SFAA [Head Terms](#), as that clause is incorporated into the [Interim Terms](#).

Assurance – Bronze means, in respect of an **nbn**TM BSS Ordered Product, the Operational Assurance Service option that comprises the following:

- (a) relevant Service Levels and Operational Targets set out in the [nbn](#)TM BSS ILA Service Levels Schedule;
- (b) warranty covering repair or replacement of the IDU for VSAT NTD Faults; and
- (c) one Attendance per calendar year, where the relevant Premises is in an Urban Area (where any additional Attendances are subject to the Charges in the [nbn](#)TM BSS ILA Price List).

Assurance – Gold means, in respect of an **nbn**TM BSS Ordered Product, the Operational Assurance Service option that comprises the following:

- (a) relevant Service Levels and Operational Targets set out in the [nbn](#)TM BSS ILA Service Levels Schedule;
- (b) one spare IDU (including Installation of that IDU and the removal of the existing IDU, when required) and any relevant training determined by **nbn** in accordance with standard processes determined by **nbn** from time to time;
- (c) all Materials required in respect of Attendances;
- (d) Incidentals for travel and accommodation activities; and

- (e) three Attendances per calendar year (where any additional Attendances are subject to the Charges in the [nbn™ BSS ILA Price List](#)).

Assurance – Silver means, in respect of an **nbn™** BSS Ordered Product, the Operational Assurance Service option that comprises the following:

- (a) relevant Service Levels and Operational Targets set out in the [nbn™ BSS ILA Service Levels Schedule](#);
- (b) one spare IDU;
- (c) onsite trained hands;
- (d) one Attendance per calendar year (where any additional Attendances are subject to the Charges in the [nbn™ BSS ILA Price List](#)).

Assurance Self-Installation – Bronze means the Assurance – Bronze Operational Assurance Service in respect of which Customer has selected the Self-Installation Option.

Attendance means a site visit for the purpose of installation, maintenance, or fault rectification or training.

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™** Network.

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

Authorised User means a person approved as an “authorised user” on behalf of Customer in accordance with standard processes determined by **nbn** from time to time.

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

B-end Component has the meaning given to that term in section 20.2(a) of the [nbn™ BSS ILA Product Description](#).

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

B-NNI Bearer means the physical interface between the Customer switch and the BSS Network in respect of **nbn™** ABSL3.

B-NNI Modification means, in respect of an **nbn™** ABSL3 Ordered Product, the modification of the configuration of a B-NNI which **nbn** supplies to Customer in accordance with the standard processes determined by **nbn** from time to time.

B-NNI Redundancy has the meaning given to that term in section 10.2(a) of the [nbn™ BSS ILA Product Description](#).

Bandwidth on Demand has the meaning given to that term in section 9.2(a) of the [nbn™ BSS ILA Product Description](#).

Bandwidth Reservation means the service of that name described in section 26 of the [nbn™ BSS ILA Product Description](#).

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

Beam ABP has the meaning given to that term in section 8.1 of the [nbn™ BSS ILA Product Technical Specification](#).

Best Effort means the Queue Type option of that name described in the [nbn™ BSS ILA Product Technical Specification](#) and as may be further described in the [nbn™ BSS ILA Network Interface Specification](#).

BGP means Border Gateway Protocol.

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

Billing Dispute has the meaning given to that term in clause B5.2 of the WBA SFAA [Head Terms](#), as that clause is incorporated into the [Interim 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 that would be considered a "Billing Enquiry" if raised under the WBA Access Agreement in connection with products supplied under the WBA Access Agreement.

Billing Expert means a person who is an auditor qualified under Australian law and appointed under clause B5.7 of the WBA SFAA [Head Terms](#), as that clause is incorporated into the [Interim 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 WBA SFAA [Head Terms](#), as that clause is incorporated into the [Interim Terms](#).

Billing Period Options has the meaning given to that term in clause B2.2(a) of the WBA SFAA [Head Terms](#), as that clause is incorporated into the [Interim Terms](#).

BoD has the meaning given to Bandwidth on Demand.

Broadband Virtual Connection has the meaning given to that term in section 6.2(a) of the [nbn™ BSS ILA Product Description](#).

BSS Activation Rebate means the rebate in respect of **nbn's** failure to achieve Service Levels in section 1.1 of the [nbn™ BSS ILA Service Levels Schedule](#), calculated in accordance with section 1.3 of the [nbn™ BSS ILA Service Levels Schedule](#).

BSS Assurance Rebate means the rebate calculated in accordance with section 2.3 of the [nbn™ BSS ILA Service Levels Schedule](#).

BSS Availability Rebate means the rebate calculated in accordance with section 4.3 of the [nbn™ BSS ILA Service Levels Schedule](#).

BSS ETP Item has the meaning given to that term in section 22(a)(i) of the [nbn™ BSS ILA Price List](#).

BSS ILA Launch Date means 30 September 2019.

BSS Network means:

- (a) the Satellite Network; and
- (b) other network infrastructure owned, controlled or operated by or on behalf of **nbn** between a BSS POI and an Internet Point of Presence,

but not including any VSAT NTD.

BSS Network-Network Interface has the meaning given to that term in section 3.2(a) of the [nbn™ BSS ILA Product Description](#).

BSS Operations Manual means the document entitled “nbn™ BSS ILA Operations Manual” which **nbn** provides to Customer from time to time in accordance with this Agreement.

BSS POI or **BSS POI Site** means any one of the following POIs between the BSS Network and Customer’s network, systems, equipment or facilities:

- (a) Eastern Creek, New South Wales; or
- (b) Wangara Perth, Western Australia.

BSS Traffic Class has the meaning given to that term in the [nbn™ BSS ILA Product Technical Specification and as may be further](#) described in the [nbn™ BSS ILA Network Interface Specification](#).

BSS WBA means a WBA Access Agreement that contains terms governing the supply of **nbn™** BSS.

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 are being carried out.

Business Rules means any instructions, policies or procedures issued by **nbn** pursuant to clause C4.2 of the WBA SFAA Head Terms, as that clause is incorporated into the Interim Terms, and the [nbn™ BSS ILA Plus Fair Use Policy](#).

Burst has the meaning given to that term in section 11.2(a) of the [nbn™ BSS ILA Product Description](#).

BVC has the meaning given to Broadband Virtual Connection.

C-TAG has the meaning given to that term in the [nbn™ BSS ILA Network Interface Specification](#).

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.

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 the [nbn™ BSS ILA Price List](#).

CIR has the meaning given to the term Committed Information Rate.

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

Closed means the status of that name applied to a Trouble Ticket in accordance with standard processes determined by **nbn** from time to time.

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

Commercial Rebate means a Rebate specified by **nbn** as a "Commercial Rebate" from time to time.

Committed Information Rate has the meaning given to that term in section 10.1.1.2 of the [nbn™ BSS ILA Product Technical Specification](#).

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 WBA SFAA [Head Terms](#), as that clause is incorporated into the [Interim 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.

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

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

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

- (a) Point of Interconnect Rollout Plans;
- (b) Rollout boundary data;
- (c) **nbn**[™] Network Boundaries Maps;
- (d) the **nbn**[™] Marketing Handbook;
- (e) Operational Bulletins; and
- (f) any other information that **nbn** notifies to Customer is "Confidential Marketing Information",

but does not include:

- (a) information or data generated from the **nbn**[™] BSS Portal or **nbn**[™] Service Portal;
- (b) information or data generated from the "Check your address" tool on **nbn**'s Website; or
- (c) 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 WBA SFAA [Head Terms](#), as that clause is incorporated into the [Interim Terms](#).

Connect Order means an order, in accordance with standard processes determined by **nbn** from time to time, to connect an Ordered Product.

Connecting Equipment means:

- (a) an ODU;
- (b) a connecting cable;
- (c) an IDU;
- (d) VSAT NTD mounting equipment; and
- (e) any ancillary equipment, facilities, lines or network between, and including, the indoor component of the NTD and the outdoor component of the NTD.

Contact Details has the meaning given to that term in clause H1.3 of the WBA SFAA [Head Terms](#), as that clause is incorporated into the [Interim Terms](#).

Contact Matrix means, in respect of a Product, the matrix of Contact Details created in accordance with standard processes determined by **nbn** from time to time.

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.

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

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.

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

Credit Policy means the [nbn™ BSS ILA Credit Policy](#).

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.

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](#), as incorporated by clause A2.1(d)(ii) of the [Interim Terms](#).

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

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

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**™ BSS 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 B2B Gateway has the meaning given to that term in the WBA Access Agreement.

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:

- (a) equipment that is:
 - (i) used by Customer in connection with the **nbn**TM Network, the **nbn**TM Platform, the National Test Facility or any Ordered Product; or
 - (ii) 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; or

- (b) VSAT NTD, in respect of which title has passed to Customer in accordance with the terms of this Agreement.

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

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.

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

Customised Reporting has the meaning given to that term in section 12.2(a) of the [nbn™ BSS ILA Product Description](#).

Daily Charge has the meaning given to that term in section 12(b) of the [nbn™ BSS ILA Price List](#).

Data Processing Server means the data processing servers comprising part of the BSS Network.

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 WBA SFAA Head Terms, as that clause is incorporated into the [Interim Terms](#).

Delegated Administrator means a person approved as a “delegated administrator” on behalf of Customer in accordance with standard processes determined by **nbn** from time to time.

Demand Event means the period of time commencing when Customer contacts **nbn** and requests the commencement of a demand event, and continues until the end of:

- (a) the period of time specified by Customer to **nbn**;
- (b) the demand event, as notified by Customer to **nbn**; or
- (c) the period of time determined by **nbn** in accordance with standard processes determined by **nbn** from time to time,

whichever occurs first.

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

Disaster Event means the period of time commencing when Customer contacts **nbn** to notify them of commencement of a disaster event, and continues until the end of:

- (a) the period of time specified by Customer to **nbn**; or
- (b) the disaster event, as notified by Customer to **nbn**; or
- (c) the period of time determined by **nbn** in accordance with standard processes determined by **nbn** from time to time,

whichever occurs first.

Disaster Recovery has the meaning given to that term in section 13.2(a) of the [nbn™ BSS ILA Product Description](#).

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

Disconnect Order means an order, in accordance with standard processes determined by **nbn** from time to time, to disconnect an Ordered Product.

Disconnected Item has the meaning given to that term in section 22(a)(ii) of the [nbn™ BSS ILA Price List](#).

Disconnection Date has the meaning given to that term in section 22(c)(iii) of the [nbn™ BSS ILA Price List](#).

Disconnection Monthly Recurring Charges has the meaning given to that term in section 22(c)(iv) of the [nbn™ BSS ILA Price List](#).

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 "**nbn**TM BSS ILA 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 WBA SFAA [Head Terms](#), as they are incorporated into the [Interim Terms](#).

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 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 BSS supplied by **nbn** to Customer in respect of that Premises as inputs to the supply of that Customer Product or Downstream Product.

Downstream Priority Assistance Service means a Customer Product or Downstream Product that relies on **nbn**TM BSS 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.

DPS has the meaning given to the term Data Processing Server.

DR has the meaning given to Disaster Recovery.

Due Date has the meaning given to that term in clause B3.1(a) of the WBA SFAA [Head Terms](#), as that clause is incorporated into the [Interim Terms](#).

Early Termination Payment has the meaning given to that term in section 22 of the [nbn™ BSS ILA Price List](#).

Effective Disconnection Date means, in respect of an Ordered Product, the earlier of:

- (a) the actual disconnection of an Ordered Product by **nbn**; and
- (b) the date on which an Ordered Product should have been disconnected in accordance with any Service Levels specified in this Agreement.

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.

Embargo Period means, in respect of a Product, a period of anticipated high End User activity notified by **nbn** to Customer from time to time.

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

Emergency Outage means an Outage which **nbn** reasonably determines to be necessary to respond to the occurrence of:

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

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.

Encryption has the meaning given to that term in section 14.2(a) of the [nbn™ BSS ILA Product Description](#).

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

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 residential gateways, routers and personal computers.

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

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**TM Equipment in accordance with standard processes determined by **nbn** from time to time.

Equipment Removal means the removal of any **nbn**TM Equipment that is installed or located at a Premises where Customer has validly requested that **nbn** remove that **nbn**TM Equipment in accordance with standard processes determined by **nbn** from time to time.

Equipment Repair means the repair or replacement of any **nbn**TM 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.

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

ETP has the meaning given to the term Early Termination Payment.

Excluded Event means:

- (a) any Force Majeure Event;
- (b) the implementation of any Upgrade or relocation or replacement of any POI or Temporary POI in accordance with Module C of the WBA SFAA [Head Terms](#), as incorporated into the [Interim 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 [Interim 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; or
- (e) in relation to **nbn**TM BSS Products, 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](#)TM BSS ILA Fair Use Policy or the [nbn](#)TM BSS ILA 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.

Expert means an expert appointed by **nbn** and Customer to determine a Dispute in accordance with clause G3 of the WBA SFAA Head Terms, as that clause is incorporated into the Interim Terms.

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

Expert Determination Agreement means an agreement under which an Expert Determination is conducted.

Expert Shortlist has the meaning given to that term in clause G3.2(b) of the WBA SFAA [Head Terms](#), as that clause is incorporated into the [Interim Terms](#).

Expiry Date means 30 September 2022 (subject to change in accordance with clause F3 of the [Interim Terms](#)) or such other date as the parties may agree in writing.

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

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

Fair Use Policy means

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- (a) the [nbn™ BSS ILA Fair Use Policy](#); and
- (b) Part C of the [nbn™ BSS Portal Service Terms](#).

Final Closure Time means:

- (a) in respect of the rectification of a Service Fault, the period starting from when a Trouble Ticket is Acknowledged until the Trouble Ticket is Closed; or
- (b) in respect of a Service Request or Standard Change, the period starting from when the enquiry, request or order is Acknowledged until the enquiry, request or order is completed.

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).

Fleet Plan has the meaning given to that term in section 15.2(a) of the [nbn™ BSS ILA Product Description](#).

Fleet Plan Data Allowance has the meaning given to that term in section 15.2(b)(iii) of the [nbn™ BSS ILA Product Description](#).

Fleet Plan Member has the meaning given to that term in section 15.2(a) of the [nbn™ BSS ILA Product Description](#).

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; 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.

Forward means, in respect of any bandwidth profile of a BVC or IAC (as relevant), carrying traffic downstream towards a Premises.

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

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

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

Frame 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.

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.

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).

Held means the status of that name applied to an order or Trouble Ticket in accordance with standard processes determined by **nbn** from time to time.

Hourly Rate has the meaning given to that term in section 5(b)(ii) of [nbn™ BSS ILA Price List](#).

HPA has the meaning given to the term Hub Page Accelerator.

Hub Page Accelerator means a hub page accelerator comprising part of the BSS Network.

IAC has the meaning given to the term Internet Access Connection.

IDU has the meaning given to that term in the [nbn™ BSS ILA Network Interface Specification](#).

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.

Incidentals has the meaning given to that term in section 21(d) of the [nbn™ BSS ILA Price List](#).

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 or Layer 3 (as applicable) 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.

Infrastructure Restoration Trouble Ticket means, in respect of a Product, a trouble ticket of that name raised in accordance with standard processes determined by **nbn** from time to time.

Initial Standard Installation means a Standard Installation that is the first Installation performed by **nbn** (or an Installer) in respect of a Premises.

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 person or entity:

- (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;

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- (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, any Australian State or Territory, or any other jurisdiction which has a substantially similar effect to any of the events set out in the above paragraphs of this definition.

Insurance Policies has the meaning given to that term in clause E5.1 of the WBA SFAA Head Terms, as that clause is incorporated into the Interim Terms.

Installation means the installation and make ready for service of Connecting Equipment by **nbn** 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.

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).

Interim Restoration Time means the period starting from when a Trouble Ticket is Acknowledged until **nbn** makes available a short-term alternative or interim service, or otherwise implements a workaround, that restores the affected Ordered Product to its functionality before the Service Fault.

Internet Access Connection has the meaning given to that term in section 5.2(a) of the [nbn™ BSS ILA Product Description](#).

Internet Point of Presence means the first point at which traffic carried by the BSS Network is transferred to or from the Internet via peering links.

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.

IPSEC means the secure network protocols that authenticate and encrypt data packets send over IP based networks.

Isolated Area means any area within the footprint of the BSS 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.

Key Business Transactions has the meaning given to that term in section 1 of the [nbn™ BSS Portal Service Terms](#), as the context requires.

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 notice period set in accordance with standard processes determined by **nbn** from time to time.

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

Layer 3 means the 'network' layer of the Open System Interconnection (OSI) model.

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 BSS 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 Rate means, in respect of a Product, the Layer 1 information-carrying capacity of a link.

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.

Lost has the meaning given to that term in section 4.1(c) of the [nbn™ BSS ILA Service Level Schedule](#).

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

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;
- (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.

Materials has the meaning given to that term in section 21(c) of the [nbn™ BSS ILA Price List](#).

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.

Maximum Information Rate has the meaning given to that term in section 8.1.1 of the [nbn™ BSS ILA Product Technical Specification](#).

Measurement Period has the meaning given to that term in section 4.1(c) of the [nbn™ BSS ILA Service Level Schedule](#).

Minimum Term means has the meaning given to that term in section 22(c)(v) of the [nbn™ BSS ILA Price List](#).

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

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.

MIR has the meaning given to the term Maximum Information Rate.

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™ BSS ILA Service Levels Schedule](#)) during the attendance by Personnel of **nbn** at a Premises.

Modified Recurring Charges has the meaning given to that term in section 22(c)(vi) of the [nbn™ BSS ILA Price List](#).

Modify Order means an order, in accordance with standard processes determined by **nbn** from time to time, to modify an Ordered Product.

Monthly Recurring Charge means, in respect of an **nbn™** BSS Ordered Product:

- (a) the Access Component and, if applicable, B-NNI monthly recurring Charges; and
- (b) any recurring Charges payable in respect of all associated Product Features.

NAT or **NAT Mode** means the IP addressing mode described in section 4.2.1 of the [nbn™ BSS ILA Product Technical Specification](#).

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

nbn™ ABSL3 means the service of that name described in the [nbn™ BSS ILA Product Description](#).

nbn™ ABSL3 (Contended) means **nbn™** ABSL3 in respect of which the component BVC is configured in accordance with section 6.4 of the [nbn™ BSS ILA Product Description](#).

nbn™ ABSL3 (Uncontended) means **nbn™** ABSL3 in respect of which the component BVC is configured in accordance with section 6.3 of the [nbn™ BSS ILA Product Description](#).

nbn™ Billing Contact means the person designated as such in the Contact Matrix.

nbn™ Billing Escalation Contact means the person designated as such in the Contact Matrix.

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

nbn™ BSS Portal means the service described in Part A of the [nbn™ BSS Portal Service Terms](#).

nbn™ BSS Portal Preventative Maintenance Outage has the meaning given to that term in section 6(a) of the [nbn™ BSS Portal Service Terms](#).

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

nbn™ BSS Portal Workarounds has the meaning given to that term in section 7.1(a)(i)(D) of the [nbn™ BSS Portal Service Terms](#).

nbn™ BSS Products has the meaning given to that term in section 1(a) of the [nbn™ BSS ILA Product Description](#).

nbn™ BSS Product Usage Reports means the reports of that name provided by **nbn** in accordance with section 6.3(b) of the [nbn™ BSS ILA Service Levels Schedule](#).

nbn™ BSS ILA Sandpit means the service described in Part A of the [nbn™ BSS ILA Sandpit Service Terms](#).

nbn™ BSS Product Testing and Development Activities has the meaning given to that term in section 1.2 of the [nbn™ BSS ILA Sandpit Service Terms](#).

nbn™ Copper Network has the meaning given to that term in the WBA Access Agreement.

nbn™ Downstream Network Boundary means the UNI used to service a Premises.

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 VSAT NTD.

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 VSAT NTD.

nbn™ IoT means the service of that name described in the [nbn™ BSS ILA Product Description](#).

nbn™ Melbourne Test Facility means third-party owned or operated facility in Melbourne, Victoria at which **nbn** nominates to supply an **nbn**-hosted variant of the **nbn™ BSS ILA Sandpit**.

nbn™ Network means the Fibre Network, the FTTB Network, the FTTN Network, the FTTC Network, the HFC Network, the Wireless Network, the Enterprise Ethernet Network (as those terms are defined in the WBA Access Agreement), the Satellite Network, the BSS Network and the **nbn™ Equipment**.

nbn™ Network Boundaries means:

- (a) the UNI used to serve the Premises; and
- (b) the **nbn™ Upstream Network Boundary**.

nbn™ Service Portal has the meaning given to that term in the WBA Access Agreement.

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

nbn™ Platform Interfacing Service has the meaning given to that term in the WBA Access Agreement.

nbn™ Upstream Network Boundary means, in respect of an **nbn™** BSS Product, the location specified as the "**nbn™** Upstream Network Boundary" for that **nbn™** BSS Product under section 1(b)(i) of the [nbn™ BSS ILA Product Description](#).

nbn™ VISP means the service of that name described in the [nbn™ BSS ILA Product Description](#).

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.

Network Availability means the combined availability of each relevant **nbn™** BSS ordered product.

Network Burst has the meaning given to that term in section 10.1.1.4 of the [nbn™ BSS ILA Product Technical Specification](#).

Network Fault means a Service Fault (excluding any VSAT NTD Fault) affecting multiple Ordered Products.

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, in respect of a Product, given to that term in the relevant Product Description, as the context requires.

Network Termination Device means an active or powered network termination device that is owned, operated or controlled by **nbn** (or any Related Body Corporate of **nbn**).

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

No Fault Found (Site Visit 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.

Non-Addressable Object means End User Equipment located at a Premises to which a 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 Standard Installation means an Installation that is not a Standard Installation, as determined by **nbn** (or the Installer) in accordance with standard processes determined by **nbn** from time to time.

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

ODU has the meaning given to that term in the [nbn™ BSS ILA Network Interface Specification](#).

OH&S means occupational health and safety.

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

On-boarding means the processes and activities determined by **nbn** from time to time as operational pre-requisites to Customer:

- (a) starting to order Products;
- (b) starting to order new or changed Products; or
- (c) continuing to order Products following changes to **nbn**'s processes or systems.

Operational means, in respect of the **nbn**TM BSS Portal, where the **nbn**TM BSS Portal performs in accordance with Part A of the [nbnTM BSS Portal Service Terms](#) and the relevant standard processes determined by **nbn** from time to time.

Operational Assurance Service has the meaning given to that term in section 16.2(a) of the [nbnTM BSS ILA Product Description](#).

Operational Assurance Service Modification means, in respect of an Ordered Product, the modification of the Operational Assurance Service tier.

Operational Hours, in respect of each Service Level, Performance Objective or Operational Target, has the meaning given to that term in the [nbnTM BSS ILA Service Levels Schedule](#).

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 WBA SFAA [Head Terms](#), as that clause is incorporated into the [Interim Terms](#).

Operational Target means an operational target set out in the [nbnTM BSS ILA Service Levels Schedule](#).

Operations Interaction Forum means the forum of that name established by **nbn** under clause F3 of the WBA SFAA [Head Terms](#), as that clause is incorporated into the [Interim Terms](#).

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

Order Acknowledgement means the time at which **nbn** acknowledges an order according to standard processes determined by **nbn** from time to time.

Order Status means, in respect of a Product, the status of an order being one of the order status types specified in in accordance with standard processes determined by **nbn** from time to time.

Orderable Spare means an item, other than a VSAT NTD, of a type described in section 16(a) of [nbnTM BSS ILA Price List](#).

Ordered Product means a Product, Product Component or Product Feature (as the context requires) that has been v ordered by Customer and for which **nbn** has accepted an order in accordance with standard processes determined by **nbn** from time to time.

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 BSS Interim Launch Agreement means an agreement dealing with the subject matter of this Agreement entered into between **nbn** and a person other than Customer.

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

- (a) Other Wholesale Broadband Agreement;
- (b) Other BSS Interim Launch Agreement; or
- (c) except for the purposes of Module G of the WBA SFAA Head Terms, as incorporated into the [Interim 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 or an Other BSS Interim Launch Agreement between **nbn** and that Other Customer that has been classified as an industry relevant dispute under that Other Wholesale Broadband Agreement or Other BSS Interim Launch Agreement.

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, amongst other things, the supply of **nbn**TM Ethernet that is entered into between **nbn** and Customer or **nbn** and a person other than Customer.

Outage means a failure of an Ordered Product to perform substantially in accordance with the [nbnTM BSS ILA Product Description](#), conducted by **nbn** in accordance with Module C of the [Interim Terms](#) and standard processes determined by **nbn** from time to time, in order to perform:

- (a) any Other **nbn**TM Network Works;
- (b) 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; or
- (c) any other matter or thing specified by standard processes determined by **nbn** from time to time.

Overdue Amount means the amount described in clause B4.1(d) of the WBA SFAA [Head Terms](#), as that clause is incorporated into the [Interim Terms](#).

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 WBA SFAA [Head Terms](#), as that clause is incorporated into the [Interim terms](#).

Pause means to restrict or cease supply of an Ordered Product (or any part of an Ordered Product) to Customer at Customer's request in accordance with standard processes determined by **nbn** from time to time and **Paused** has a corresponding meaning.

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

Pending means the status of that name applied to an order or Trouble Ticket in accordance with standard processes determined by **nbn** from time to time.

PEP has the meaning given to the term Performance Enhancing Proxy.

Performance Enhancing Proxy means the performance enhancement methods of the same name described in section 8.8 of the [nbn™ BSS ILA Product Technical Specification](#).

Performance Objective means a performance objective set out in the [nbn™ BSS ILA Service Levels Schedule](#).

Performance Report means reports on **nbn**'s performance provided under the [nbn™ BSS ILA Service Levels Schedule](#).

Persistent TCP Connections has the meaning given to that term in section 8.8.1 of the [nbn™ BSS ILA Product Technical Specification](#).

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.

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

Planned Item has the meaning given to that term in clause A4.2(a) of the [Interim Terms](#).

Planned Outage means, in relation to a Product, an Outage notified by **nbn** to Customer according to standard processes determined by **nbn** from time to time.

Planned Outage Window means the times determined by **nbn** according to standard processes determined by **nbn** from time to time.

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

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;

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- (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.

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.

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

Power Supply Unit means a power supply unit supplied by **nbn** which powers the VSAT NTD, without battery backup functionality to power a UNI port on that VSAT NTD in the event of a power failure which affects that VSAT NTD.

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 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 of:

- (a) the [nbnTM BSS ILA Price List](#); and
- (b) Part C of the [nbnTM BSS ILA Sandpit Service Terms](#).

Priority means the Queue Type option of that name described in the [nbn™ BSS ILA Product Technical Specification](#) and as may be further described in the [nbn™ BSS ILA Network Interface Specification](#).

Priority Assigned Class means the severity level assigned by **nbn** to a Service Fault.

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.

Prior Recurring Charges has the meaning given to that term in section 22(c)(vii)] of the [nbn™ BSS ILA Price List](#).

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 of:

- (a) the [nbn™ BSS ILA Product Description](#);
- (b) Part A of the [nbn™ BSS ILA Sandpit Service Terms](#); and
- (c) Part A of the [nbn™ BSS Portal Service Terms](#).

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 Launch Date means:

- (a) in respect of **nbn™** VISP and **nbn™** IoT, the BSS ILA Launch Date; or
- (b) in respect of an **nbn™** BSS Product that is launched or to be launched after the BSS ILA Launch Date, the date notified (including as updated) by **nbn** as the date on which **nbn** will commercially launch that **nbn™** BSS Product.

Product Module means a document or collection of documents related to a specific Product which form part of this Agreement, as listed in the [Agreement Execution Document](#).

Product Specific Change has the meaning given to that term in clause F3.2 of the [Interim Terms](#).

Product Technical Specification means the document entitled [nbn™ BSS ILA Product Technical Specification](#).

Professional Services mean services of that description provided in accordance with standard processes determined by **nbn** from time to time.

Project Team has the meaning given to that term in clause F13.7(a) of the WBA SFAA [Head Terms](#), as that clause is incorporated into the [Interim Terms](#).

PSMA means PSMA Distribution Pty Ltd (ABN 89 131 984 800).

QoS Marking has the meaning given to the term Quality of Service Marking.

QoS Profile 1 means the QoS Marking option of that name set out in section 18.2(b) of the [nbn™ BSS ILA Product Description](#).

QoS Profile 2 means the QoS Marking option of that name set out in section 18.2(b) of the [nbn™ BSS ILA Product Description](#).

QoS Profile 3 means the QoS Marking option of that name set out in section 18.2(b) of the [nbn™ BSS ILA Product Description](#).

QoS Profile Default means the traffic prioritisation where Customer's traffic is carried in the default BSS Traffic Class.

Quality of Service Marking has the meaning given to that term in section 18.2(a) of the [nbn™ BSS ILA Product Description](#).

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.

Queue Type means the QoS Marking attribute of that name described in the [nbn™ BSS ILA Product Technical Specification](#) and as may be further described in the [nbn™ BSS ILA Network Interface Specification](#).

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.

Redundant Interface (Single BSS POI) means the B-NNI Redundancy option of that name described in section 10 of the [nbn™ BSS ILA Product Description](#) and section 3.2.2 of the [nbn™ BSS ILA Product Technical Specification](#).

Redundant Interface (Redundant BSS POI) means the B-NNI Redundancy option of that name described in section 10 of the [nbn™ BSS ILA Product Description](#) and section 3.2.4 of the [nbn™ BSS ILA Product Technical Specification](#).

Referral has the meaning given to that term in clause G2.1(c)(iii) of the WBA SFAA [Head Terms](#), as that clause is incorporated into the [Interim Terms](#).

Referral Notice has the meaning given to that term in clause G4.1(a) of the WBA SFAA [Head Terms](#), as that clause is incorporated into the [Interim 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 Telecommunications Act;
- (c) the ACCC;

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- (d) the ACMA;
- (e) the Telecommunications Industry Ombudsman; and
- (f) any other Commonwealth government minister, Government Agency or parliamentary committee or parliamentary body whose activities impact on **nbn**'s business.

Regulatory Event means:

- (a) any enactment, amendment, replacement or repeal of any law;
- (b) the lawful making, amendment or withdrawal of any determination, order, directive, rule, standard, benchmark, consent or finding by a Regulator, Commonwealth Government minister, Government Agency or a court of competent jurisdiction;
- (c) the registration of any Industry Code, the determination of any Industry Standard or the making of any Technical Standard (or any amendment or withdrawal of such codes or standards);
- (d) any declaration, amendment or removal of a condition applying to a party's carrier licence (if applicable), including **nbn** being required to comply with section 152CJB of the Competition and Consumer Act in relation to a specific eligible service and **nbn** being prohibited from supplying a specified carriage service to Carriers, Carriage Service Providers or Content Service Providers under section 41(3) of the NBN Companies Act;
- (e) any determination, amendment or removal of a Service Provider Rule applicable to a party;
- (f) the issue by the ACCC of a draft decision to reject a special access undertaking lodged by **nbn** under section 152CBA of the Competition and Consumer Act justified, wholly or partly, on the basis that a charge referred to in any Price List is too low, or should be higher, during the Term;
- (g) the issue by the ACCC of a final decision to reject a special access undertaking lodged by **nbn** under section 152CBC(2)(b) of the Competition and Consumer Act justified, wholly or partly, on the basis that a charge referred to in any Price List is too low, or should be higher, during the Term;
- (h) a written notice given by the ACCC to **nbn** under section 152CBDA(2) of the Competition and Consumer Act stating that if **nbn** increases a charge referred to in any Price List during the Term, the ACCC will consider the varied special access undertaking lodged by **nbn** under section 152CBC of the Competition and Consumer Act;
- (i) the acceptance by the ACCC of an SAU by **nbn**;
- (j) the variation or withdrawal of an SAU by **nbn**;
- (k) the resetting of any parameters or conditions of a special access undertaking by **nbn** that is in force under Part XIC of the Competition and Consumer Act;
- (l) the declaration of any **nbn** product or service by the ACCC under Part XIC of the Competition and Consumer Act or a material change to any **nbn** product or service that is declared by the ACCC under Part XIC of the Competition and Consumer Act;
- (m) the issuing of an access determination or binding rules of conduct pursuant to Part XIC of the Competition and Consumer Act in respect of any **nbn** product or service;
- (n) the issuing of an Advisory Notice or Competition Notice by the ACCC in respect of **nbn**; or
- (o) the issuing of an injunction against a party in relation to a breach or contravention (alleged or otherwise) of the Competition and Consumer Act.

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 WBA SFAA [Head Terms](#), as that clause is incorporated into the [Interim Terms](#).

Relocation means the relocation of an Ordered Product from one Premises at a fixed location to another Premises at a fixed location in accordance with standard processes determined by **nbn** from time to time.

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 BSS Network, an area which is also not an Isolated Area or Limited Access Area.

Remote Page Accelerator has the meaning given to the term in section 8.8.1 of [nbn™ BSS ILA Product Technical Specification](#).

Resolution Advisor means the person or persons appointed as such in accordance with an SAU.

Response Time means:

- (a) in respect of the rectification of a Service Fault, the period starting from when a Trouble Ticket is Acknowledged until **nbn** engages suitably qualified Personnel to rectify that Service Fault; or
- (b) in respect of a Service Request or Standard Change, the period starting from when the enquiry, request or order is Acknowledged until **nbn** engages suitably qualified Personnel to complete that enquiry, request or order.

Resume means to resume the supply of an Ordered Product (or any part of an Ordered Product) that is Paused, in accordance with standard processes determined by **nbn** from time to time.

Return means in respect of any bandwidth profile of a BVC or IAC (as relevant) carrying traffic upstream from a Premises.

Route Mode means the IP addressing mode described in section 4.2.1 of the [nbn™ BSS ILA Product Technical Specification](#).

RPA has the meaning given to the term Remote Page Accelerator.

RTT means round-trip-time.

S-TAG has the meaning given to that term in the [nbn™ BSS ILA Network Interface Specification](#).

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 Labour Rate 1 has the meaning given to that term in section 21(a) of the [nbn™ BSS ILA Price List](#).

Satellite Labour Rate 2 has the meaning given to that term in section 21(b) of the [nbn™ BSS ILA Price List](#).

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 Midway Point means the Data Processing Server in the core BSS Network.

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**) but does not include any VSAT NTD.

SAU means a special access undertaking submitted by **nbn** to the ACCC regarding the supply of any or all of **nbn**'s products that has been accepted by the ACCC and is in effect.

Self-Assurance Option has the meaning given to that term in accordance with standard processes as determined by **nbn** from time to time.

Self-Installation Option has the meaning given to that term in section 27.1(a) of the [nbn™ BSS ILA Product Description](#).

Service Assurance Support has the meaning given to the term Operational Assurance Service.

Service Charge has the meaning given to that term in section 3.1(a)(ii) of [nbn™ BSS ILA Price List](#).

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 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

(b) a VSAT NTD Fault.

Service Qualification has the meaning given to that term in accordance with standard processes as determined by **nbn** from time to time.

Service Qualification Information means information provided through the **nbn**™ BSS Portal in connection with a Service Qualification.

Service Level means a service level set out in the [nbn™ BSS ILA Service Levels Schedule](#).

Service Levels Schedule means the [nbn™ BSS ILA Service Levels Schedule](#).

Service Modification means a modification as described in accordance with standard processes as determined by **nbn** from time to time.

Service Provider Rule has the meaning given to that term in section 98 of the Telecommunications Act.

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 an **nbn**TM BSS Product or an order in connection with an **nbn**TM BSS Product.

Service Terms means each of:

- (a) Part B of the [nbnTM BSS Portal Service Terms](#); and
- (b) Part B of the [nbnTM BSS ILA Sandpit Service Terms](#).

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 BSS Network; or
- (b) a Non-Addressable Object that **nbn** has determined is serviceable by the BSS Network.

Shareholder Minister 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).

Shortfall Period has the meaning given to that term in section 22(c)(viii) of the [nbnTM BSS ILA Price List](#).

Single Interface (Redundant BSS POI) means the B-NNI Redundancy option of that name described in section 10 of the [nbnTM BSS ILA Product Description](#) and section 3.2.3 of the [nbnTM BSS ILA Product Technical Specification](#).

Single Interface (Single BSS POI) means the B-NNI Redundancy option of that name described in section 10 of the [nbnTM BSS ILA Product Description](#) and section 3.2.1 of the [nbnTM BSS ILA Product Technical Specification](#).

SIP means Session Initiation Protocol.

Solution Design Workshop has the meaning, in respect of a Product, given to that term in accordance with standard processes as determined by **nbn** from time to time.

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 Change means, in respect of an Ordered Product, a Service Modification that does not require attendance by **nbn** at the relevant Premises.

Standard Connection means the connection and activation of the Access Components in respect of a Premises.

Standard Installation means an Installation determined as such by **nbn** in accordance with standard processes determined by **nbn** from time to time, having regard to matters such as the following:

- (a) the installation or relocation of the VSAT ODU is no higher than 4 metres and where access by ladder is available;
- (b) the part of the Premises that is required to be accessed for performance of the services is free of friable asbestos and hazardous substances;
- (c) the installation or service is capable of being completed by two people, other than appointments where only one Installer is required;

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- (d) the Premises is accessible by road on mainland Australia and Tasmania;
- (e) the cable run distance measured between the ODU and IDU is less than or equal to 30 metres in length;
- (f) the part of the Premises on which the ODU is installed, or to be installed, has an unobstructed view to the relevant **nbn** satellite;
- (g) the location of IDU installation is in a compliant operating environment and is within 1.5 metres of an Australian Standard 240 volts AC power supply;
- (h) no additional material and equipment other than standard tools of the trade is required to perform the Installation and Activation, and no special vehicle such as a crane is required to access the Premises;
- (i) there are no Premises specific induction or similar requirements with which to comply;
- (j) no civil work is required; or
- (k) no special permits are required to perform the Installation.

Standard Reporting has the meaning given to that term in section 6.3 of the [nbn™ BSS ILA Service Level Schedule](#).

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 BSS Network and has the ability to comply with the [nbn™ BSS ILA Fair Use Policy](#).

Status means, in relation to an order or Trouble Ticket for a Product, the status applied to that order or Trouble Ticket, in accordance with standard processes as determined by **nbn** from time to time.

Sun Transit Event means any periodic event during which the sun is aligned with any satellite that forms part of the BSS Network and any:

- (a) earth station; or
- (b) Premises,

which adversely affects satellite transmissions.

Supply has the meaning given to that term in the GST Law.

Supply Condition has the meaning given to that term in clause A2.2(a) of the [Interim Terms](#).

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,

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.

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.

Technical Standard means any technical standard made by the ACMA under Part 21 of the Telecommunications Act.

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.

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 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;
- (c) the date on which the replacement of the Temporary POI will be implemented;

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- (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 of the [Interim Terms](#) and any extension of that period in accordance with clause F2 of the [Interim Terms](#).

Third Party Address Data means address data provided by **nbn** to Customer from time to time, including address data provided through the **nbn**TM BSS Portal, 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.

Time of Day has the meaning given to that term in section 19.2(a) of the [nbnTM BSS ILA Product Description](#).

ToD has the meaning given to the term Time of Day.

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 using the **nbn**TM BSS Portal or such other means as notified by **nbn** from time to time.

Trouble Ticket Acceptance means, in respect of a Trouble Ticket, the time at which **nbn** notifies Customer that it has accepted the Trouble Ticket in accordance with standard processes determined by **nbn** from time to time.

Trouble Ticket Acknowledgement means, in respect of a Trouble Ticket, the time at which **nbn** notifies Customer that it has acknowledged the Trouble Ticket in accordance with standard processes determined by **nbn** from time to time.

Trouble Ticket Appointment means an Appointment to resolve a Trouble Ticket.

Trouble Ticket Closure means, in respect of a Trouble Ticket, the time when **nbn** sends Customer a Closed Notification.

Trouble Ticket ID has the meaning, in respect of a Product, given to that term in accordance with standard processes as determined by **nbn** from time to time.

Trouble Ticket Status means, in respect of a Product, the status of a Trouble Ticket being one of the Trouble Ticket status types specified by **nbn** in accordance with standard processes as determined by **nbn** from time to time.

Type 2 Facility has the meaning given to that term in section 3.2(a) of the [Service Description for the Facilities Access Service](#).

Unfair Use has the meaning given to that term in the [nbnTM BSS ILA Fair Use Policy](#).

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, as described in section 4.3 of the [nbn™ BSS ILA Product Description](#).

UNI to UNI has the meaning given to that term in section 20.2(a) of the [nbn™ BSS ILA Product Description](#).

Unavailable has the meaning given to that term in section 4.1(c) of the [nbn™ BSS ILA Service Level Schedule](#).

Unavailable Time has the meaning given to that term in section 4.1(c) of the [nbn™ BSS ILA Service Level Schedule](#).

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.

Update means a point-in-time update provided by **nbn** to Customer as to progress towards rectifying a Service Fault.

Update Interval means, in respect of a Service Fault, a period of time:

- (a) from the time of Trouble Ticket Acknowledgement to the first time that **nbn** Updates Customer; or
- (b) between each time that **nbn** Updates Customer and each subsequent time when **nbn** Updates Customer, until the Trouble Ticket is Closed.

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

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 4.2(a) of the [nbn™ BSS ILA Product Description](#).

VLAN Addressing Mode means the service attribute described in section 4.8.1 of the [nbn™ BSS ILA Product Technical Specification](#) and section 5 of the [nbn™ BSS ILA Network Interface Specification](#).

VoIP Prioritisation has the meaning given to that term in section 21.2(a) of the [nbn™ BSS ILA Product Description](#).

VSAT Mounting Equipment has the meaning given to that term in section 4.7.1 of the [nbn™ BSS ILA Product Technical Specification](#).

VSAT NTD means an NTD of a type described in the [nbn™ BSS ILA Network Interface Specification](#) that is used or to be used in respect of an **nbn™** BSS Ordered Product, and includes any VSAT Mounting Equipment supplied by **nbn** in respect of that VSAT NTD.

VSAT NTD Fault means a fault in, or failure of, an installed VSAT NTD, except where such fault or failure arises from:

- (a) the VSAT NTD being operated or maintained other than in accordance with the [nbn™ BSS ILA Product Description](#), [nbn™ BSS ILA Product Technical Specification](#) and [nbn™ BSS ILA Network Interface Specification](#);

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- (b) the VSAT NTD being subjected to environmental conditions outside the environmental limits set out in the [nbn™ BSS ILA Network Interface Specification](#);
- (c) a failure to supply the VSAT NTD with the required power as specified in the [nbn™ BSS ILA Network Interface Specification](#); or
- (d) a Relocation, or in connection with such Relocation, to the extent that the fault or failure occurs during the Relocation.

VSAT NTD Set 1 means a VSAT NTD of that name described in section 4.7 of the [nbn™ BSS ILA Product Technical Specification](#).

VSAT NTD Set 2 means a VSAT NTD of that name described in section 4.7 of the [nbn™ BSS ILA Product Technical Specification](#).

VSAT NTD Set 3 means a VSAT NTD of that name described in section 4.7 of the [nbn™ BSS ILA Product Technical Specification](#).

VSAT NTD Set 4 means a VSAT NTD of that name described in section 4.7 of the [nbn™ BSS ILA Product Technical Specification](#).

VSAT NTD Set 5 means a VSAT NTD of that name described in section 4.7 of the [nbn™ BSS ILA Product Technical Specification](#).

VSAT NTD Set 6 means a VSAT NTD of that name described in section 4.7 of the [nbn™ BSS ILA Product Technical Specification](#).

VSAT NTD Set 7 means a VSAT NTD of that name described in section 4.7 of the [nbn™ BSS ILA Product Technical Specification](#).

Waiver means a waiver made available by **nbn** to Customer under this Agreement.

WBA Access Agreement means an agreement with the title "Wholesale Broadband Agreement", entered into by Customer and **nbn**.

WBA SFAA Head Terms means the document entitled "Head Terms" that forms part of the WBA.

Weighted means the Queue Type option of that name described in the [nbn™ BSS ILA Product Technical Specification](#) and as may be further described in the [nbn™ BSS ILA Network Interface Specification](#).

WBA SFAA means the Standard Form of Access Agreement entitled "Wholesale Broadband Agreement" published on **nbn**'s Website from time to time.