

# **nbn**<sup>®</sup> BSS ILA Discounts, Credits and Rebates List

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# **nbn**<sup>®</sup> BSS ILA Discounts, Credits and Rebates List

Version	Description	Effective Date
1.0	First issued version of <b>nbn</b> <sup>®</sup> BSS ILA Discounts	Execution Date
	Credits and Rebates List	
1.1	Amendments to <b>nbn</b> <sup>®</sup> ABSL3 Term Discount	22 November 2019
1.2	Amendments to <b>nbn</b> <sup>®</sup> ABSL3 Term Discount in	3 August 2020
	respect of <b>nbn</b> <sup>®</sup> ABSL3 (Contended)	
1.3	Amendments to <b>nbn</b> <sup>®</sup> VISP 30/5 Hardware Credit in respect of <b>nbn</b> <sup>®</sup> VISP	9 November 2020
1.4	Amendments in respect of <b>nbn</b> <sup>®</sup> VISP 30/5 Hardware Credit	5 January 2021
1.5	nbn <sup>®</sup> BSS STAND Waiver added	15 March 2021
1.6	Installation Charges Waiver and Rebate added	1 April 2021
1.7	Amendments in respect of the Installation Charges Waiver and Rebate	4 May 2021
1.8	Installation Charges Waiver and Rebate extended, VISP to ABSL3 Migration Waiver added	28 September 2021
1.9	Introduction of <b>nbn</b> <sup>®</sup> Mobility VISP and <b>nbn</b> <sup>®</sup> Mobility Private Network Layer 3	15 December 2021
1.10	Withdrawal of <b>nbn</b> <sup>®</sup> BSS STAND Waiver	21 January 2022
1.11	Mobility Hardware Rebate added	1 April 2022
1.12	Installation Charges Waiver and Rebate extended	Earlier of 29 May 2022 and date notified by RSP
1.13	Data Top-Ups Discount added, <b>nbn</b> <sup>®</sup> ABSL3 Term Discount extended and amended, Contracted Data Usage Discount reintroduced	1 August 2022
1.14	<b>nbn</b> <sup>®</sup> ABSL3 Term Discount amended, Contracted Data Usage Discount extended, ABP-Only Installation Charges Waiver and Rebate added, VISP DR Bronze Assurance Charge Waiver added, Mobility DR Waiver and Rebate added, Mobility Hardware Rebate 2.0 added	4 October 2022
1.15	VISP Max Discount and VISP Max Rebate added	Commercial Launch Date of VISP Max
1.16	Extension of ABP-Only Installation Charges Waiver and Rebate	8 November 2023
1.17	WBA5 and other amendments	1 December 2023

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## Introduction

This document sets out the Discounts, Credits and Rebates available to RSP in connection with **nbn**<sup>®</sup> BSS Products offered under the **nbn**<sup>®</sup> BSS Interim Launch Agreement. It is issued and updated from time to time in accordance with the **nbn**<sup>®</sup> BSS Interim Launch Agreement between **nbn** and RSP and, in the case of existing Discounts, Credits and Rebates, in accordance with any conditions applicable to them. Unless otherwise specified, capitalised terms used in this document have the meanings given to those terms in the **nbn**<sup>®</sup> BSS Interim Launch Agreement.

All amounts within this document are shown exclusive of GST.

## Roadmap

A roadmap describing the structure of this Discounts, Credits and Rebates List is provided below.

#### Part A Discounts, Credits and Rebates Processes

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

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## Part B:List of current Discounts, Credits and Rebates

Part B sets out a short description of each currently available Discount, Credit and Rebate.

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## Part C: Details and Conditions

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## Part A: Discounts, Credits and Rebates Processes

## 1. Changes to **nbn**<sup>®</sup> BSS ILA Discounts, Credits and Rebates

**nbn** may change this **nbn**<sup>®</sup> BSS ILA Discounts, Credits and Rebates List:

- (a) to introduce a Discount, Credit or Rebate, by notice to RSP; or
- (b) to withdraw a Discount, Credit or Rebate, by giving at least 1 month's prior notice to RSP, subject to any terms and conditions which apply to that Discount, Credit or Rebate as set out in Part C (or any alternative notice period for withdrawal of the Discount, Credit or Rebate detailed in Part B).

## 2. Discount, Credit and Rebate Claims

- (a) If **nbn** requires RSP to submit a claim to obtain a Discount, Credit or Rebate, RSP must submit that claim:
  - (i) within such period as may be specified in Part C; and
  - (ii) if no period is specified in Part C, within 2 months from the last day of the month in which the entitlement to claim the Discount, Credit or Rebate arises.
- (b) If RSP fails to comply with section 2(a) in respect of a Discount, Credit or Rebate, **nbn** is not required to provide that Discount, Credit or Rebate to RSP.

# Part B: List of current Discounts, Credits and Rebates

## 3. Current Discounts, Credits and Rebates

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

#	Name	Description	Duration	Details and conditions
1	<b>nbn</b> <sup>®</sup> ABSL3 Term Discount	A Discount to specified recurring Charges for <b>nbn</b> <sup>®</sup> ABSL3 Products based on the term of the contract.	From the Product Launch Date in respect of <b>nbn</b> <sup>®</sup> ABSL3 – 30 September 2024	Refer Section 4
2	<b>nbn</b> ® ABSL3 Burst Discount	A Discount to the recurring Charges for Burst applied to <b>nbn</b> <sup>®</sup> ABSL3	3 years from the Product Launch Date in respect of <b>nbn</b> <sup>®</sup> ABSL3	Refer Section 5
3	Contracted Data Usage Discount ( <b>nbn</b> ® VISP)	A Discount to the recurring Charges for contracted <b>nbn</b> <sup>®</sup> VISP Data	From BSS ILA Launch Date – 30 September 2026	Refer to Section 6
4	Bronze Assurance Charge Waiver	A Waiver of specified Charges for the Assurance - Bronze option for <b>nbn</b> <sup>®</sup> ABSL3	2 years from the Product Launch Date in respect of <b>nbn</b> <sup>®</sup> ABSL3	Refer Section 7
5	On-boarding Charge Waiver	A Waiver of specified Charges for On-boarding	6 months from the relevant Product Launch Date	Refer Section 8
6	B-NNI Installation Charge Discount	A Discount to specified B-NNI installation and activation Charges	2 years from the relevant Product Launch Date	Refer to Section 9
7	<b>nbn</b> <sup>®</sup> VISP 30/5 Hardware Credit	A Credit in respect of certain Charges in connection with <b>nbn</b> <sup>®</sup> VISP	9 November 2020 – 28 February 2021	Refer to Section 10
8	Installation Charges Waiver and Rebate	A Waiver and Rebate in respect of specified Charges relating to an Initial Standard Installation for the Campaign Period of 1 April 2021 – 30 September	1 April 2021 – 31 December 2025	Refer to section 11

#	Name	Description	Duration	Details and conditions
		2022		
9	VISP to ABSL3 Migration Waiver	A Waiver in respect of Early Termination Payments that may be payable in connection with migrations from <b>nbn</b> <sup>®</sup> VISP to <b>nbn</b> <sup>®</sup> ABSL3	28 September 2021 – 28 September 2022	Refer to section 12
10	Mobility Hardware Rebate	A Rebate in respect of the Charge for VSAT NTD Drive Away or VSAT NTD Fly Away for the Campaign Period of 1 April 2022 – 30 September 2022	1 April 2022 – 31 December 2025	Refer to section 13
11	Data Top-Ups Discount	A Discount in respect of Charges for data usage allowance top-ups for <b>nbn</b> <sup>®</sup> VISP, <b>nbn</b> <sup>®</sup> Mobility VISP and <b>nbn</b> <sup>®</sup> Mobility Private Network Layer 3	1 August 2022 – 30 September 2024	Refer to section 14
12	ABP-Only Installation Charges Waiver and Rebate	A Waiver and Rebate in respect of specified Charges relating to an Initial Standard Installation for <b>nbn</b> ® ABSL3 (Uncontended) where the ABP Product Feature is selected for the Campaign Period of 1 October 2022 – 30 September 2025	1 October 2022 – 31 December 2028	Refer to section 15
13	VISP DR Bronze Assurance Charge Waiver	A Waiver in respect of the Charge for the "Assurance – Bronze" or "Assurance Self- Installation – Bronze" Operational Assurance Service option for <b>nbn</b> ®	1 October 2022 – 31 December 2023	Refer to section 16

#	Name	Description	Duration	Details and conditions
		VISP DR, where the 30/5 Mbps bandwidth profile is selected, for the Campaign Period of 1 October 2022 – 30 September 2023		
14	Mobility DR Waiver and Rebate	A Waiver and Rebate in respect of specified Charges for <b>nbn</b> <sup>®</sup> Mobility VISP DR and <b>nbn</b> <sup>®</sup> Mobility Private Network Layer 3 DR for the Campaign Period of 1 October 2022 – 30 September 2023	1 October 2022 – 31 December 2024	Refer to section 17
15	Mobility Hardware Rebate 2.0	A Rebate in respect of the Charge for VSAT NTD Drive Away or VSAT NTD Fly Away for the Campaign Period of 1 October 2022 – 30 September 2023	1 October 2022 – 31 December 2026	Refer to section 18
16	VISP Max Discount	A Discount in respect of Charges for <b>nbn</b> <sup>®</sup> VISP, for the Campaign Period commencing from the Commercial Launch Date of VISP Max and ending 24 months after the relevant Commercial Launch Date	Commercial Launch Date of VISP Max – 36 months after the Commercial Launch Date of VISP Max	Refer to section 19
17	VISP Max Rebate	A Rebate in respect of Charges for <b>nbn</b> <sup>®</sup> VISP where the uncapped VISP Max bandwidth profile is selected, for the Campaign Period commencing from the Commercial Launch Date of VISP Max and ending 12 months	Commercial Launch Date of VISP Max – 15 months after the Commercial Launch Date of VISP Max	Refer to section 20

#	Name	Description	Duration	Details and conditions
		after the relevant Commercial Launch Date		

Notes:

- 1. No notice period will apply during the 3 years from the Product Launch Date in respect of the Term Discounts on **nbn**<sup>®</sup> ABSL3
- 2. No notice period will apply during the 3 years from the Product Launch Date in respect of the **nbn**<sup>®</sup> ABSL3 Burst Discount
- *3.* No notice period will apply during the 2 years from the BSS ILA Launch Date in respect of the **nbn**<sup>®</sup> VISP Data Usage Contract Discount
- 4. No notice period will apply during the 2 years from the Product Launch Date in respect of to the Bronze Assurance Charge Waiver for **nbn**<sup>®</sup> ABSL3 services
- 5. No notice period will apply during the 6 months from the relevant Product Launch Date in respect of the On-boarding Charge Waiver
- 6. For clarity it is **nbn's** intention to not amend or withdraw these Discounts and Waivers per notes 1-5 through on notice to RSP per Section 1 during the Duration notified.

## Part C: Details and Conditions

The details and conditions in section 4 apply in respect of the **nbn**<sup>®</sup> ABSL3 Term Discount described in section 3.

## 4. **nbn**<sup>®</sup> ABSL3 Term Discount

## 4.1 Eligibility / Availability Criteria

Subject to sections 4.1(b) to 4.1(d), **nbn** will provide the following **nbn**<sup>®</sup> ABSL3 Term
 Discounts (in this section 4, the **Term Discount**) in respect of Eligible Recurring Charges:

Minimum Term	Term Discount
0 years	0%
1 year	15%
2 years	20%
3 years	25%

- (b) The **Eligible Recurring Charges** to which the Term Discount applies are:
  - for orders validly submitted on or before 30 September 2022, the recurring Charges for **nbn**<sup>®</sup> ABSL3 Access Components in respect of which RSP has not selected Burst; and
  - (ii) for orders validly submitted on or after 1 October 2022, the recurring Charges for **nbn**<sup>®</sup> ABSL3 Access Components.
- (c) The Term Discount will apply in respect of an Eligible Recurring Charge:
  - based on the Minimum Term that RSP selects in the relevant order for the corresponding Product Feature (Eligible Product Feature);
  - (ii) only if RSP's order for the Eligible Product Feature is Acknowledged and completed by **nbn** during the period in which this Discount is available under item 1 of the table in section 3;
  - (iii) in each Billing Period in which the Eligible Recurring Charge applies during the period in which this Discount is available under item 1 of the table in section 3;
  - (iv) where the Minimum Term selected is 2 years, for either **nbn**<sup>®</sup> ABSL3 (Uncontended) or **nbn**<sup>®</sup> ABSL3 (Contended); and
  - (v) where the Minimum Term selected is 1 year or 3 years and:
    - (A) RSP validly submits an order for the Eligible Product Feature on or before 31 July 2022, for only **nbn**<sup>®</sup> ABSL3 (Uncontended); and
    - (B) RSP validly submits an order for the Eligible Product Feature on or after 1 August 2022, for either **nbn**<sup>®</sup> ABSL3 (Uncontended) or **nbn**<sup>®</sup> ABSL3 (Contended).
- (d) If a Term Discount applies in connection with an Eligible Product Feature and RSP submits a Modify Order to increase the relevant BVC bandwidth profile, then:

- (i) for the purpose of the Term Discount, the relevant Minimum Term will not be affected; and
- (ii) the Term Discount applicable to the relevant Eligible Recurring Charges before the Modify Order will continue to apply after the Modify Order up to the end of the Minimum Term.

## 4.2 Process to Claim

(a) **nbn** will apply any Term Discount automatically.

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

The details and conditions in section 5 apply in respect of the **nbn**<sup>®</sup> ABSL3 Burst Discount described in section 3.

## 5. **nbn**<sup>®</sup> ABSL3 Burst Discount

## 5.1 Eligibility / Availability Criteria

(a) Subject to section 5.1(b), **nbn** will provide an **nbn**<sup>®</sup> ABSL3 Burst Discount (in this section 5, **ABS Burst Discount**) in respect of the recurring Charge for the Burst Product Feature of the BVC Product Component of **nbn**<sup>®</sup> ABSL3 (**Recurring Burst Charge**) as follows:

Burst option (Mbps)	Discount from Recurring Burst Charge	Effective Recurring Burst Charge
10 PIRF	\$3,150	\$350.00
20 PIRF	\$5,670	\$630.00
50 PIRF	\$12,600	\$1,400.00

- (b) The ABS Burst Discount will apply in respect of a Recurring Burst Charge:
  - (i) only if RSP's order for the relevant Burst Product Feature is Acknowledged and completed by **nbn** during the period in which this Discount is available under item 2 of the table in section 3; and
  - (ii) in each Billing Period in which the Eligible Recurring Charge applies during the period in which this Discount is available under item 2 of the table in section 3.

#### 5.2 Process to Claim

- (a) **nbn** will apply any ABS Burst Discount automatically.
- (b) The discounted Recurring Burst Charge will appear as the chargeable amount in the applicable invoice.

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

The details and conditions in section 6 apply in respect of the Contracted Data Usage Discount described in section 3.

## 6. Contracted Data Usage Discount

## 6.1 Eligibility / Availability Criteria

(a) Subject to section 6.1(b), **nbn** will provide a Contracted Data Usage Discount in respect of the recurring Charge for the **nbn**<sup>®</sup> VISP, **nbn**<sup>®</sup> Mobility VISP or **nbn**<sup>®</sup> Mobility Private Network Layer 3 Access Component excluding any Charges for data usage allowance topups (**Contracted Data Usage Charge**) as follows:

Contracted data usage allowance (excluding any data allowance top-ups)	Discount to Contracted Data Usage Charge
100GB	No discount
200GB	5%
300GB	10%
400GB	15%
500GB or above	20%

- (b) The Contracted Data Usage Discount will apply in respect of a Contracted Data Usage Charge:
  - (i) only if RSP's order for the relevant nbn<sup>®</sup> VISP, nbn<sup>®</sup> Mobility VISP or nbn<sup>®</sup>
     Mobility Private Network Layer 3 Access Component is Acknowledged by nbn
     during the period in which this Discount is available under item 3 of the table in section 3; and
  - (ii) in each Billing Period in which the **nbn**<sup>®</sup> VISP, **nbn**<sup>®</sup> Mobility VISP or **nbn**<sup>®</sup> Mobility Private Network Layer 3 Access Component is supplied during the period in which this Discount is available under item 3 of the table in section 3.

## 6.2 Process to Claim

**nbn** will apply any Contracted Data Usage Discount automatically.

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

The details and conditions in section 7 apply in respect of the Bronze Assurance Charge Waiver described in section 3.

## 7. Bronze Assurance Charge Waiver

## 7.1 Eligibility / Availability Criteria

(a) **nbn** waives the recurring Charges applicable to the Assurance – Bronze Operational Assurance Service with respect to an **nbn**<sup>®</sup> ABSL3 Product (**Bronze Assurance Charge**) as set out in section 10 of the **nbn**<sup>®</sup> BSS ILA Price List during the period in which this Waiver applies under item 4 of the table in section 3.

## 7.2 Process to Claim

**nbn** will provide RSP the Bronze Assurance Charge Waiver by omitting or listing as not payable the Bronze Assurance Charge in RSP's invoices during the period that the Bronze Assurance Charge Waiver remains effective.

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

The details and conditions in section 8 apply in respect of the On-boarding Charge Waiver described in section 3.

## 8. On-boarding Charge Waiver

## 8.1 Eligibility / Availability Criteria

(a) **nbn** waives the Charges applicable to On-boarding (**On-boarding Charge**) as set out in section 17 of the **nbn**<sup>®</sup> BSS ILA Price List during the period in which this Waiver applies under item 5 of the table in section 3.

## 8.2 Process to Claim

**nbn** will provide RSP the On-boarding Charge Waiver by omitting or listing as not payable the Onboarding Charge in RSP's invoices during the period that the On-boarding Charge Waiver remains effective.

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

The details and conditions in section 9 apply in respect of the B-NNI Installation Charge Discount described in section 3.

## 9. B-NNI Installation Charge Discount

## 9.1 Eligibility / Availability Criteria

(a) Subject to section 9.1(b), **nbn** will provide a Discount in respect of the installation and activation Charge for the following B-NNIs ordered in connection with **nbn**<sup>®</sup> BSS Products as follows:

Activity	Discounted charge per activity
B-NNI 1000BaseEX installation	\$2,000.00
B-NNI 10GBaseER installation	\$20,000.00

(b) The B-NNI Installation Charge Discount will apply only if RSP's order for the relevant B-NNI Product Component is Acknowledged by **nbn** during the period in which this Discount is available under item 7 of the table in section 3.

## 9.2 Process to Claim

**nbn** will apply any B-NNI Installation Charge Discount automatically.

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

The details and conditions in section 10 apply in respect of the **nbn**<sup>®</sup> VISP 30/5 Hardware Credit described in section 3.

## 10. **nbn**<sup>®</sup> VISP 30/5 Hardware Credit

## 10.1 Eligibility / Availability Criteria

- (a) In this section 10, an **Eligible nbn® VISP 30/5 Service** is an **nbn**® VISP Ordered Product that has been validly ordered by RSP:
  - (i) with the 30/5 Mbps Forward/Return bandwidth profile;
  - to be supplied for a minimum period of two (2) years from the date the order for the relevant Eligible **nbn**<sup>®</sup> VISP 30/5 Service is completed; and
  - (iii) where the Order Acknowledgement date is within the period that this Credit is available under item 7 of the table in section 3; and
  - (iv) the order is completed by 31 August 2021.
- (b) Subject to the terms of this section 10, for each VSAT NTD supplied by **nbn** in connection with an Eligible **nbn**<sup>®</sup> VISP 30/5 Service, **nbn** will provide a Credit to RSP in accordance with the following table:

VSAT NTD supplied to RSP	Credit amount
VSAT NTD SET 1	\$3,000.00
VSAT NTD SET 2	\$1,600.00
VSAT NTD SET 4	\$2,500.00
VSAT NTD SET 6	\$2,000.00

- (c) RSP must pay to **nbn** an amount equal to any **nbn**<sup>®</sup> VISP 30/5 Hardware Credit paid in respect of that Eligible **nbn**<sup>®</sup> VISP 30/5 Service if **nbn** either:
  - disconnects or ceases to supply an Eligible **nbn**<sup>®</sup> VISP 30/5 Service before the expiry of the minimum contracted period referred to in section 10.1(a)(ii) as a result of RSP submitting a Disconnect Order (other than a Disconnect Order referred to in section 10.1(d)); or
  - (ii) modifies the supply of an Eligible **nbn**<sup>®</sup> VISP 30/5 Service before the expiry of the minimum contracted period referred to in section 10.1(a)(ii), as a result of RSP submitting a Modify Order, such that the Ordered Product has a 30/1 Mbps Forward/Return bandwidth profile.

**Note**: This amount is in addition to any Eligible Termination Payment that RSP must pay as detailed in the **nbn**<sup>®</sup> BSS ILA Price List.

- (d) Section 10.1(c) does not apply to a Disconnect Order placed in respect of an Eligible **nbn**<sup>®</sup> VISP 30/5 Service if, on the same day, RSP places a Connect Order for an **nbn**<sup>®</sup> ABSL3 Product that will be supplied to:
  - (i) the same Contracted End User; and
  - (ii) the same Premises.

## 10.2 Term

- (a) Without limiting section 10.2(b), **nbn** may withdraw, suspend or amend this **nbn**<sup>®</sup> VISP 30/5 Hardware Credit on 10 Business Days' prior notice to RSP.
- (b) **nbn** may withdraw, suspend or amend this **nbn**<sup>®</sup> VISP 30/5 Hardware Credit immediately in order to comply with any lawful order, instruction or request of a Regulator or Government Agency.

#### 10.3 Process to Claim

- (a) **nbn** will provide RSP the **nbn**<sup>®</sup> VISP 30/5 Hardware Credit by applying each Credit to an invoice of RSP within 90 days of the date that **nbn** completes the order for the relevant Eligible **nbn**<sup>®</sup> VISP 30/5 Service.
- (b) **nbn** may offset any liability of RSP under section 10.1(c) against any Credit that **nbn** has provided, or will provide, under section 10.3(a).

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

The details and conditions in section 11 apply in respect of the Installation Charges Waiver and Rebate described in section 3.

## 11. Installation Charges Waiver and Rebate

## 11.1 Eligibility / Availability Criteria

- (a) The Waivers and Rebates set out in this section 11 apply in respect of specified Charges relating to an Initial Standard Installation only if:
  - (i) the Connecting Equipment in respect of the relevant Ordered Product has been installed and made ready for service;
  - (ii) the relevant Ordered Product is:
    - (A) **nbn**<sup>®</sup> VISP (except where the DR Product Feature is selected); or
    - (B) **nbn**<sup>®</sup> ABSL3 (except where the associated Connect Order was placed by RSP in connection with a migration of an Ordered Product to which the VISP to ABSL3 Migration Waiver described in section 12 would apply);
  - (iii) the relevant Ordered Product is not an Ordered Product to which section 11.1(c) applies;
  - (iv) the Order Acknowledgement date for the relevant Ordered Product is within the Campaign Period;
  - (v) the order is completed on or before 31 December 2022;
  - (vi) RSP has not placed a Modify Order to modify the location of the Premises initially nominated by RSP; and
  - (vii) where the ABP Product Feature is selected in respect of the relevant Ordered Product, the additional conditions in section 11.1(b) have been met.
- (b) In respect of an Ordered Product for which the ABP Product Feature has been selected, **nbn** will only provide a Waiver or Rebate in accordance with this section 11 if:
  - RSP has, at the time of ordering, selected at least 2 Mbps, in the aggregate, of Forward and Return CIR bandwidth for the ABP to which the relevant Ordered Product is to be associated; and
  - (ii) the number of ABP Members for which **nbn** is already providing a Waiver or Rebate in accordance with this section 11 is less than the Pool Installation Cap.
- (c) Despite anything else in this section 11, RSP is not eligible for, and **nbn** is not required to provide, any Waiver or Rebate in accordance with this section 11 in respect of an Ordered Product if, where RSP has entered into the letter agreement titled "**nbn**<sup>®</sup> Business Satellite Services Master Test Services Program Letter Agreement" (as amended or replaced from time to time), RSP has designated that Ordered Product to be a "BSS Test Service" in accordance with the terms of that letter agreement.
- (d) For the purposes of this section 11:
  - (i) the **Campaign Period** means the period from 1 April 2021 to 30 September 2022;
  - (ii) the Minimum Contracted Term means, in respect of an Ordered Product, the minimum period for which nbn is to supply that Ordered Product, specified by RSP at the time that Ordered Product is ordered, as calculated from the date of order completion; and

(iii) the **Pool Installation Cap** is, in respect of an ABP, a number that is equal to the number of multiples of 2 Mbps of CIR bandwidth that RSP has, in the aggregate, ordered for that ABP (as determined at the time RSP initially orders the ABP, rounded down to the nearest whole number).

**Note:** For example, if RSP orders an ABP with 4 Mbps (Forward) and 1 Mbps (Return) CIR bandwidth, the aggregate Forward and Return CIR bandwidth is 5 Mbps and the Pool Installation Cap is 2.

- 11.2 Waiver Charges relating to an Initial Standard Installation (Installation performed by **nbn**) where the relevant Ordered Product is to be supplied for a minimum period of 24 months or more
- (a) Subject to section 11.1 and this section 11.2, where the Minimum Contracted Term of the relevant Ordered Product is 24 months or 36 months, **nbn** provides a Waiver of the following Charges relating to an Initial Standard Installation if the Installation is performed by **nbn**:
  - the Charge for the Initial Standard Installation (excluding Incidentals, other than those set out in section 11.2(a)(iv));
  - (ii) the Charge for VSAT NTD Set 1, VSAT NTD Set 2, VSAT NTD Set 4, VSAT NTD Set 5 or VSAT NTD Set 6 (as applicable for that Initial Standard Installation);
  - (iii) the Charge for any required VSAT Mounting Equipment; and
  - (iv) the Charges for the following Incidentals:
    - (A) Travel Road access to Premises available (\$/km);
    - (B) Travel Road access to Premises not available or practical;
    - (C) Travel Time Labour per Installer (\$/hour) during Business Hours;
    - (D) Travel Time (not during Business Hours);
    - (E) Travel Freight;
    - (F) Accommodation; and
    - (G) Other Expenses (site-specific training/induction/certification).
- (b) For clarity, the Waiver set out in this section 11.2 does not apply in respect of any other Charges relating to an Initial Standard Installation.
- (c) Any Waiver provided by **nbn** in accordance with this section 11.2 will be adjusted or limited as follows:
  - (i) if VSAT NTD Set 5 is used in respect of the relevant Ordered Product, the amount of the Waiver set out in this section 11.2 will be capped at \$9,000.00; and
  - (ii) if the relevant Ordered Product is in respect of a Premises located on an island that is not accessible by gazetted road from the mainland of Australia (other than Tasmania), and VSAT NTD Set 5 is not used in respect of the relevant Ordered Product, the amount of the Waiver set out in this section 11.2 will be capped at \$9,000.00.
- (d) If **nbn** provides a Waiver under this section 11.2 and the relevant Ordered Product is disconnected at RSP's request prior to the expiry of the Minimum Contracted Term, RSP must repay **nbn**, and **nbn** may recover from RSP, an amount that is equal to Charges

waived in accordance with the terms of this Waiver (along with any Early Termination Payment that RSP may be liable for in accordance with the **nbn**<sup>®</sup> BSS ILA Price List).

# 11.3 Waiver – Charges relating to an Initial Standard Installation (Installation performed by **nbn**) where the relevant Ordered Product is to be supplied for a minimum period of 12 months

- (a) Subject to section 11.1 and this section 11.3, where the Minimum Contracted Term of the relevant Ordered Product is 12 months, **nbn** provides a Waiver of the following Charges relating to an Initial Standard Installation if the Installation is performed by **nbn**:
  - the Charge for the Initial Standard Installation (excluding Incidentals, other than those set out in section 11.3(a)(iv));
  - (ii) if VSAT NTD Set 5 is used in respect of the relevant Ordered Product, the portion of the Charge for VSAT NTD Set 5 set out in section 11.3(c)(i);
  - (iii) the Charge for any required VSAT Mounting Equipment; and
  - (iv) the Charges for the following Incidentals:
    - (A) Travel Road access to Premises available (\$/km);
    - (B) Travel Road access to Premises not available or practical;
    - (C) Travel Time Labour per Installer (\$/hour) during Business Hours;
    - (D) Travel Time (not during Business Hours);
    - (E) Travel Freight;
    - (F) Accommodation; and
    - (G) Other Expenses (site-specific training/induction/certification).
- (b) For clarity, the Waiver set out in this section 11.3 does not apply in respect of any other Charges relating to an Initial Standard Installation.
- (c) Any Waiver provided by **nbn** in accordance with this section 11.3 will be adjusted or limited as follows:
  - (i) if VSAT NTD Set 5 is used in respect of the relevant Ordered Product, the amount of the Waiver set out in this section 11.3 will be capped at \$6,000.00; and
  - (ii) if the relevant Ordered Product is in respect of a Premises located on an island that is not accessible by gazetted road from the mainland of Australia (other than Tasmania), and VSAT NTD Set 5 is not used in respect of the relevant Ordered Product, the amount of the Waiver set out in this section 11.3 will be capped at \$6,000.00.
- (d) If **nbn** provides a Waiver under this section 11.3 and the relevant Ordered Product is disconnected at RSP's request prior to the expiry of the Minimum Contracted Term, RSP must repay **nbn**, and **nbn** may recover from RSP, an amount that is equal to Charges waived in accordance with the terms of this Waiver (along with any Early Termination Payment that RSP may be liable for in accordance with the **nbn**<sup>®</sup> BSS ILA Price List).

## 11.4 Rebate – Charges relating to an Initial Standard Installation (Self Installation & Assurance Mode) where the relevant Ordered Product is to be supplied for a minimum period of 24 months or more

- (a) Subject to section 11.1 and this section 11.4, where the Minimum Contracted Term of the relevant Ordered Product is 24 months or 36 months, **nbn** provides a Rebate in respect of the following Charges relating to an Initial Standard Installation, to the extent such Charges are applicable if RSP selects the Self Installation & Assurance Mode:
  - the Charge for the Initial Standard Installation (excluding Incidentals, other than those set out in section 11.4(a)(iv));
  - (ii) the Charge for VSAT NTD Set 1, VSAT NTD Set 2, VSAT NTD Set 4, VSAT NTD Set 5 or VSAT NTD Set 6 (as applicable for that Initial Standard Installation);
  - (iii) the Charge for any required VSAT Mounting Equipment; and
  - (iv) the Charges for the following Incidentals:
    - (A) Travel Road access to Premises available (\$/km);
    - (B) Travel Road access to Premises not available or practical;
    - (C) Travel Time Labour per Installer (\$/hour) during Business Hours;
    - (D) Travel Time (not during Business Hours);
    - (E) Travel Freight;
    - (F) Accommodation; and
    - (G) Other Expenses (site-specific training/induction/certification).
- (b) For clarity, the Rebate set out in this section 11.4 does not apply in respect of any other Charges relating to an Initial Standard Installation.
- (c) Subject to section 11.4(d) and 11.4(e), the amount of the Rebate set out in this section 11.4 will be as follows (based on location):

Location	Rebate amount
Postcodes in Zone A (as notified by <b>nbn</b> )	\$5,000.00
Postcodes in Zone B (as notified by <b>nbn</b> )	\$7,000.00
Postcodes in Zone C (as notified by <b>nbn</b> )	\$9,000.00

- (d) If the relevant Premises is not located in a postcode, the postcode nearest to the Premises will be used to calculate the amount of the Rebate set out in this section 11.4.
- (e) Any Rebate provided by **nbn** in accordance with this section 11.4 will be adjusted or limited as follows:
  - (i) if VSAT NTD Set 5 is used in respect of the relevant Ordered Product, the amount of the Rebate set out in this section 11.4 will be \$9,000.00; and

- (ii) if the relevant Ordered Product is in respect of a Premises located on an island that is not accessible by gazetted road from the mainland of Australia (other than Tasmania), and VSAT NTD Set 5 is not used in respect of the relevant Ordered Product, the amount of the Rebate set out in this section 11.4 will be \$9,000.00.
- (f) If **nbn** provides a Rebate under this section 11.4 and the relevant Ordered Product is disconnected at RSP's request prior to the expiry of the Minimum Contracted Term, RSP must repay **nbn**, and **nbn** may recover, the full amount of the Rebate (along with any Early Termination Payment that RSP may be liable for in accordance with the **nbn**<sup>®</sup> BSS ILA Price List).
- 11.5 Rebate Charges relating to an Initial Standard Installation (Self Installation & Assurance Mode) where the relevant Ordered Product is to be supplied for a minimum period of 12 months
- (a) Subject to section 11.1 and this section 11.5, where the Minimum Contracted Term of the relevant Ordered Product is 12 months, **nbn** provides a Rebate in respect of the following Charges relating to an Initial Standard Installation, to the extent such Charges are applicable if RSP selects the Self Installation & Assurance Mode:
  - the Charge for the Initial Standard Installation (excluding Incidentals, other than those set out in section 11.5(a)(iv));
  - (ii) if VSAT NTD Set 5 is used in respect of the relevant Ordered Product, the Charge for VSAT NTD Set 5;
  - (iii) the Charge for any required VSAT Mounting Equipment; and
  - (iv) the Charges for the following Incidentals:
    - (A) Travel Road access to Premises available (\$/km);
    - (B) Travel Road access to Premises not available or practical;
    - (C) Travel Time Labour per Installer (\$/hour) during Business Hours;
    - (D) Travel Time (not during Business Hours);
    - (E) Travel Freight;
    - (F) Accommodation; and
    - (G) Other Expenses (site-specific training/induction/certification).
- (b) For clarity, the Rebate set out in this section 11.5 does not apply in respect of any other Charges relating to an Initial Standard Installation.
- (c) Subject to section 11.5(d) and 11.5(e), the amount of the Rebate set out in this section 11.5 will be as follows (based on location):

Location	Rebate amount
Postcodes in Zone A (as notified by <b>nbn</b> )	\$2,000.00
Postcodes in Zone B (as notified by <b>nbn</b> )	\$4,000.00
Postcodes in Zone C	\$6,000.00

(as notified by **nbn**)

- (d) If the relevant Premises is not located in a postcode, the postcode nearest to the Premises will be used to calculate the amount of the Rebate set out in this section 11.5.
- (e) Any Rebate provided by **nbn** in accordance with this section 11.5 will be adjusted or limited as follows:
  - (i) if VSAT NTD Set 5 is used in respect of the relevant Ordered Product, the amount of the Rebate set out in this section 11.5 will be \$6,000.00; and
  - (ii) if the relevant Ordered Product is in respect of a Premises located on an island that is not accessible by gazetted road from the mainland of Australia (other than Tasmania), and VSAT NTD Set 5 is not used in respect of the relevant Ordered Product, the amount of the Rebate set out in this section 11.5 will be \$6,000.00.
- (f) If **nbn** provides a Rebate under this section 11.5 and the relevant Ordered Product is disconnected at RSP's request prior to the expiry of the Minimum Contracted Term, RSP must repay **nbn**, and **nbn** may recover, the full amount of the Rebate (along with any Early Termination Payment that RSP may be liable for in accordance with the **nbn**<sup>®</sup> BSS ILA Price List).

#### 11.6 Process to claim

- (a) **nbn** will provide RSP the Waiver under section 11.2 or 11.3 by omitting or listing as not payable the waived amount in RSP's invoices.
- (b) **nbn** will automatically apply the Rebate under section 11.4 or 11.5 to RSP's invoice in respect of the relevant Ordered Product.

**Note:** RSP does not need to submit any Credit/Rebate Claim Form in respect of any Waiver or Rebate provided under this section 11.

The details and conditions in section 12 apply in respect of the VISP to ABSL3 Migration Waiver described in section 3.

## 12. VISP to ABSL3 Migration Waiver

## 12.1 Eligibility / Availability Criteria

- (a) Subject to section 12.1(b) and 12.1(c), if RSP has the Ordered Product supplied to a Premises migrated from **nbn**<sup>®</sup> VISP to **nbn**<sup>®</sup> ABSL3 in the manner described in section 12.1(b), **nbn** will provide a Waiver of any Early Termination Payment that RSP may be liable for in accordance with the **nbn**<sup>®</sup> BSS ILA Price List (**VISP to ABSL3 Migration Waiver**).
- (b) The VISP to ABSL3 Migration Waiver applies in respect of an Early Termination Payment only if:
  - (i) **nbn** has commenced supplying an **nbn**<sup>®</sup> VISP Ordered Product to RSP at the relevant Premises;
  - RSP places a Disconnect Order for that **nbn**<sup>®</sup> VISP Ordered Product and, within 1 month of placing the Disconnect Order, RSP places a Connect Order for an **nbn**<sup>®</sup> ABSL3 Ordered Product in respect of the relevant Premises (to have the Ordered Product supplied to the relevant Premises migrated from **nbn**<sup>®</sup> VISP to **nbn**<sup>®</sup> ABSL3);
  - (iii) **nbn** disconnects or ceases to supply that **nbn**<sup>®</sup> VISP Ordered Product at the relevant Premises prior to the expiry of the Minimum Term as a result of RSP submitting the Disconnect Order referred to in section 12.1(b)(ii) (making RSP liable for an Early Termination Payment); and
  - (iv) **nbn** commences supplying an **nbn**<sup>®</sup> ABSL3 Ordered Product to RSP at the relevant Premises as a result of the Connect Order referred to in section 12.1(b)(ii).
- (c) For clarity, the VISP to ABSL3 Migration Waiver does not apply in respect of any other Charges that may be payable by RSP in connection with having the Ordered Product supplied to a Premises migrated from **nbn**<sup>®</sup> VISP to **nbn**<sup>®</sup> ABSL3.

#### 12.2 Term

- (a) Without limiting section 12.2(b) and 12.2(c), **nbn** may withdraw, suspend or amend the VISP to ABSL3 Migration Waiver on 3 months' prior notice to RSP.
- (b) **nbn** may extend the availability of the VISP to ABSL3 Migration Waiver on 2 months' prior notice to RSP.
- (c) **nbn** may withdraw, suspend or amend the VISP to ABSL3 Migration Waiver immediately in order to comply with any lawful order, instruction or request of a Regulator or Government Agency.

## 12.3 Process to Claim

**nbn** will provide RSP the VISP to ABSL3 Migration Waiver by omitting or listing as not payable the waived amount in RSP's invoices.

**Note:** RSP does not need to submit any Credit/Rebate Claim Form in respect of the VISP to ABSL3 Migration Waiver.

The details and conditions in section 13 apply in respect of the Mobility Hardware Rebate described in section 3.

## 13. Mobility Hardware Rebate

## 13.1 Eligibility / Availability Criteria

- (a) The Rebate set out in this section 13 is only available for Ordered Products to which all of the following circumstances apply:
  - (i) the relevant Ordered Product is:
    - (A) **nbn**<sup>®</sup> Mobility VISP (except where the DR Product Feature is selected); or
    - (B) **nbn**<sup>®</sup> Mobility Private Network Layer 3 (except where the DR Product Feature is selected);
  - (ii) **nbn** supplies the VSAT NTD Drive Away or VSAT NTD Fly Away in connection with the relevant Ordered Product;
  - (iii) at the time of the order, RSP specifies to **nbn** that the relevant Ordered Product is to be supplied for a minimum period of 24 or 36 months from the date of order completion (in this section 13, the **Minimum Contracted Term**);
  - (iv) the Order Acknowledgement date for the relevant Ordered Product is within the Campaign Period; and
  - (v) the order is completed on or before 31 December 2022.
- (b) For the purposes of this section 13, the **Campaign Period** means the period from 1 April 2022 to 30 September 2022.

#### 13.2 Rebate

- (a) Subject to section 13.1 and this section 13.2, **nbn** provides a Rebate of \$9,000.00 in respect of the Charge for VSAT NTD Drive Away or VSAT NTD Fly Away.
- (b) For clarity, the Rebate set out in this section 13.2 does not apply in respect of any other Charges relating to **nbn**<sup>®</sup> Mobility VISP or **nbn**<sup>®</sup> Mobility Private Network Layer 3.
- (c) If **nbn** provides a Rebate under this section 13.2 and the relevant Ordered Product is disconnected at RSP's request prior to the expiry of the Minimum Contracted Term, RSP must repay **nbn**, and **nbn** may recover, the full amount of the Rebate (along with any Early Termination Payment that RSP may be liable for in accordance with the **nbn**<sup>®</sup> BSS ILA Price List).

#### 13.3 Process to claim

**nbn** will automatically apply the Rebate under section 13.2 to RSP's invoice in respect of the relevant Ordered Product.

Note: RSP does not need to submit any Credit/Rebate Claim Form in respect of the Mobility Hardware Rebate.

The details and conditions in section 14 apply in respect of the Data Top-Ups Discount described in section 3.

## 14. Data Top-Ups Discount

## 14.1 Eligibility / Availability Criteria

- (a) Subject to sections 14.1(b) and 14.1(c), **nbn** will provide a discount of 25% in respect of Charges for data usage allowance top-ups for **nbn**<sup>®</sup> VISP, **nbn**<sup>®</sup> Mobility VISP and **nbn**<sup>®</sup> Mobility Private Network Layer 3 (**Data Top-Ups Discount**).
- (b) A Data Top-Ups Discount will apply only if:
  - the relevant Ordered Product is **nbn**<sup>®</sup> VISP, **nbn**<sup>®</sup> Mobility VISP or **nbn**<sup>®</sup> Mobility Private Network Layer 3;
  - (ii) at the time RSP submits the order, RSP specifies to **nbn** that the relevant Ordered Product is to be supplied for a minimum period of 24 months or 36 months from the date of order completion (each a **Data Top-Ups Discount Term**); and
  - (iii) the DR Product Feature is not selected in respect of the relevant Ordered Product.
- (c) If a Data Top-Ups Discount applies in connection with an Ordered Product and RSP submits a Modify Order to increase the bandwidth profile, then:
  - (i) for the purpose of the Data Top-Ups Discount, the relevant Data Top-Ups Discount Term will not be affected; and
  - (ii) the Data Top-Ups Discount applicable before the Modify Order will continue to apply after the Modify Order up to the end of the relevant Data Top-Ups Discount Term.

## 14.2 Process to Claim

**nbn** will apply any Data Top-Ups Discount automatically.

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

The details and conditions in section 15 apply in respect of the ABP-Only Installation Charges Waiver and Rebate described in section 3.

## 15. ABP-Only Installation Charges Waiver and Rebate

## 15.1 Eligibility / Availability Criteria

- (a) The Waiver and Rebate set out in this section 15 apply in respect of specified Charges relating to an Initial Standard Installation only if:
  - (i) RSP has selected a Minimum Term for the BSS ETP Item of the relevant Ordered Product as 12 months, 24 months, or 36 months;
  - (ii) the Connecting Equipment in respect of the relevant Ordered Product has been installed and made ready for service;
  - (iii) the relevant Ordered Product is **nbn**<sup>®</sup> ABSL3 (Uncontended);
  - (iv) the ABP Product Feature is selected in respect of the relevant Ordered Product;
  - (v) the relevant Ordered Product is not an Ordered Product to which section 15.1(b) applies;
  - (vi) the Order Acknowledgement date for the relevant Ordered Product is within the Campaign Period;
  - (vii) the order is completed on or before 31 December 2025;
  - (viii) RSP has not placed a Modify Order to modify the location of the Premises initially nominated by RSP;
  - (ix) RSP has, at the time of ordering, selected at least 2 Mbps, in the aggregate, of Forward and Return CIR bandwidth for the ABP to which the relevant Ordered Product is to be associated; and
  - (x) the number of ABP Members for which **nbn** is already providing a Waiver or Rebate in accordance with this section 15 is less than the Pool Installation Cap.
- (b) Despite anything else in this section 15, RSP is not eligible for, and **nbn** is not required to provide, any Waiver or Rebate in accordance with this section 15 in respect of an Ordered Product if:
  - (i) where RSP has entered into the letter agreement titled "nbn® Business Satellite Services Master Test Services Program Letter Agreement" (as amended or replaced from time to time), RSP has designated that Ordered Product to be a "BSS Test Service" in accordance with the terms of that letter agreement; or
  - (ii) **nbn** is supplying that Ordered Product to RSP in connection with a Test under a Test Agreement (consisting of the Standard Test Terms and a Test Description).
- (c) For the purposes of this section 15:
  - (i) the **Campaign Period** means the period from 1 October 2022 to 30 September 2025; and
  - (ii) the **Pool Installation Cap** is, in respect of an ABP, a number that is equal to the number of multiples of 2 Mbps of CIR bandwidth that RSP has, in the aggregate, ordered for that ABP (as determined at the time RSP initially orders the ABP, rounded down to the nearest whole number).

**Note:** For example, if RSP orders an ABP with 4 Mbps (Forward) and 1 Mbps (Return) CIR bandwidth, the aggregate Forward and Return CIR bandwidth is 5 Mbps and the Pool Installation Cap is 2.

- 15.2 Waiver Charges relating to an Initial Standard Installation (Installation performed by **nbn**)
- (a) Subject to section 15.1 and this section 15.2, **nbn** provides a Waiver of the following Charges relating to an Initial Standard Installation if the Installation is performed by **nbn**:
  - the Charge for the Initial Standard Installation (excluding Incidentals, other than those set out in section 15.2(a)(iv));
  - (ii) the Charge for any required VSAT NTD (as applicable for that Initial Standard Installation);
  - (iii) the Charge for any required VSAT Mounting Equipment; and
  - (iv) the Charges for the following Incidentals:
    - (A) Travel Road access to Premises available (\$/km);
    - (B) Travel Road access to Premises not available or practical;
    - (C) Travel Time Labour per Installer (\$/hour) during Business Hours;
    - (D) Travel Time (not during Business Hours);
    - (E) Travel Freight;
    - (F) Accommodation; and
    - (G) Other Expenses (site-specific training/induction/certification).
- (b) For clarity, the Waiver set out in this section 15.2 does not apply in respect of any other Charges relating to an Initial Standard Installation.
- (c) The amount of any Waiver provided by **nbn** in accordance with this section 15.2 will be capped at \$9,000.00 in the following circumstances:
  - (i) if Antenna 1.8M KA CIR CLS-I is used in respect of the relevant Ordered Product; or
  - (ii) if the relevant Ordered Product is in respect of a Premises located in a Limited Access Area.
- (d) If **nbn** provides a Waiver under this section 15.2 and:
  - (i) the relevant Ordered Product is disconnected at RSP's request prior to the expiry of the Minimum Term; or
  - the relevant Ordered Product is modified at RSP's request such that any of the eligibility criteria set out in section 15.1(a) are no longer met prior to the expiry of the Minimum Term,

RSP must repay **nbn**, and **nbn** may recover from RSP, an amount that is equal to Charges waived in accordance with the terms of this Waiver (along with any Early Termination Payment that RSP may be liable for in accordance with the **nbn**<sup>®</sup> BSS ILA Price List).

# 15.3 Rebate – Charges relating to an Initial Standard Installation (Self Installation & Assurance Mode)

(a) Subject to section 15.1 and this section 15.3, **nbn** provides a Rebate in respect of Charges relating to an Initial Standard Installation, to the extent such Charges are applicable if RSP selects the Self Installation & Assurance Mode. The amount of the Rebate set out in this section 15.3 will be as follows (based on location):

Location	Rebate amount
Postcodes in Zone A (as notified by <b>nbn</b> )	\$5,000.00
Postcodes in Zone B (as notified by <b>nbn</b> )	\$7,000.00
Postcodes in Zone C (as notified by <b>nbn</b> )	\$9,000.00

- (b) If the relevant Premises is not located in a postcode, the postcode nearest to the Premises will be used to calculate the amount of the Rebate set out in this section 15.3.
- (c) The amount of any Rebate provided by **nbn** in accordance with this section 15.3 will be \$9,000.00 in the following circumstances:
  - (i) if Antenna 1.8M KA CIR CLS-I is used in respect of the relevant Ordered Product; or
  - (ii) if the relevant Ordered Product is in respect of a Premises located in a Limited Access Area.
- (d) For clarity, the Rebate shall not exceed the amounts determined in accordance with sections 15.3(a) 15.3(c), even in circumstances where the Charges incurred by RSP relating to the Initial Standard Installation exceed the value of the Rebate.
- (e) If **nbn** provides a Rebate under this section 15.3 and:
  - (i) the relevant Ordered Product is disconnected at RSP's request prior to the expiry of the Minimum Term; or
  - the relevant Ordered Product is modified at RSP's request such that any of the eligibility criteria set out in section 15.1(a) are no longer met prior to the expiry of the Minimum Term,

RSP must repay **nbn**, and **nbn** may recover, the full amount of the Rebate (along with any Early Termination Payment that RSP may be liable for in accordance with the **nbn**<sup>®</sup> BSS ILA Price List).

## 15.4 Term

- (a) Without limiting section 15.4(b), **nbn** may withdraw, suspend or amend this ABP-Only Installation Charges Waiver and Rebate on 10 Business Days' prior notice to RSP.
- (b) **nbn** may withdraw, suspend or amend this ABP-Only Installation Charges Waiver and Rebate immediately in order to comply with any lawful order, instruction or request of a Regulator or Government Agency.

## 15.5 Process to claim

- (a) **nbn** will provide RSP the Waiver under section 15.2 by omitting or listing as not payable the waived amount in RSP's invoices.
- (b) **nbn** will automatically apply the Rebate under section 15.3 to RSP's invoice in respect of the relevant Ordered Product.

**Note:** RSP does not need to submit any Credit/Rebate Claim Form in respect of this ABP-Only Installation Charges Waiver and Rebate.

The details and conditions in section 16 apply in respect of the VISP DR Bronze Assurance Charge Waiver described in section 3.

## 16. VISP DR Bronze Assurance Charge Waiver

## 16.1 Eligibility / Availability Criteria

- (a) The Waiver set out in this section 16 is only available for Ordered Products to which all of the following circumstances apply:
  - (i) the relevant Ordered Product is **nbn**<sup>®</sup> VISP;
  - (ii) the 30/5 Mbps bandwidth profile is selected in respect of the relevant Ordered Product;
  - (iii) the DR Product Feature is selected in respect of the relevant Ordered Product;
  - (iv) the Operational Assurance Service Product Feature is selected with the "Assurance – Bronze" or "Assurance Self-Installation – Bronze" option in respect of the relevant Ordered Product;
  - (v) the Order Acknowledgement date for the relevant Ordered Product is within the Campaign Period; and
  - (vi) the order is completed on or before 31 December 2023.
- (b) For the purposes of this section 16, the **Campaign Period** means the period from 1 October 2022 to 30 September 2023.

#### 16.2 Waiver

- (a) Subject to section 16.1 and this section 16.2, **nbn** waives the recurring Charge applicable to the "Assurance Bronze" or "Assurance Self-Installation Bronze" Operational Assurance Service option in respect of the relevant Ordered Product (**VISP DR Bronze Assurance Charge Waiver**).
- (b) **nbn** will cease to provide this VISP DR Bronze Assurance Charge Waiver if the relevant Ordered Product is modified at RSP's request such that any of the eligibility criteria set out in section 16.1(a) are no longer met.
- (c) For clarity, this VISP DR Bronze Assurance Charge Waiver does not apply in respect of any other Charges relating to **nbn**<sup>®</sup> VISP.

#### 16.3 Term

- Without limiting section 16.3(b), **nbn** may withdraw, suspend or amend this VISP DR
   Bronze Assurance Charge Waiver on 10 Business Days' prior notice to RSP.
- (b) **nbn** may withdraw, suspend or amend this VISP DR Bronze Assurance Charge Waiver immediately in order to comply with any lawful order, instruction or request of a Regulator or Government Agency.

#### 16.4 Process to claim

**nbn** will automatically apply this VISP DR Bronze Assurance Charge Waiver to RSP's invoice in respect of the relevant Ordered Product.

**Note:** RSP does not need to submit any Credit/Rebate Claim Form in respect of this VISP DR Bronze Assurance Charge Waiver.

The details and conditions in section 17 apply in respect of the Mobility DR Waiver and Rebate described in section 3.

## 17. Mobility DR Waiver and Rebate

## 17.1 Eligibility / Availability Criteria

- (a) The Waiver and Rebate set out in this section 17 are only available for Ordered Products to which all of the following circumstances apply:
  - the relevant Ordered Product is **nbn**<sup>®</sup> Mobility VISP or **nbn**<sup>®</sup> Mobility Private Network Layer 3;
  - (ii) the DR Product Feature is selected in respect of the relevant Ordered Product;
  - (iii) the Order Acknowledgement date for the relevant Ordered Product is within the Campaign Period; and
  - (iv) the order is completed on or before 31 December 2023.
- (b) For the purposes of this section 17.1, the **Campaign Period** means the period from 1 October 2022 to 30 September 2023.

### 17.2 Waiver

- (a) Subject to section 17.1 and this section 17.2, **nbn** waives the following recurring Charges for the relevant Ordered Product:
  - the Charges for **nbn**<sup>®</sup> Mobility VISP or **nbn**<sup>®</sup> Mobility Private Network Layer 3 Access Components (as applicable); and
  - (ii) the Charges under section 9(b)(i) of the **nbn**<sup>®</sup> BSS ILA Price List.
- (b) The Waiver set out in this section 17.2 will be applied for a period of 12 months from the date on which the order for the relevant Ordered Product is completed.
- (c) **nbn** will cease to provide the Waiver under this section 17.2 if the relevant Ordered Product is modified at RSP's request such that any of the eligibility criteria set out in section 17.1(a) are no longer met.
- (d) For clarity, the Waiver set out in this section 17.2 does not apply in respect of any other Charges relating to **nbn**<sup>®</sup> Mobility VISP or **nbn**<sup>®</sup> Mobility Private Network Layer 3.

## 17.3 Rebate

- (a) Subject to section 17.1 and this section 17.3, where a 20 GB data usage allowance increment has been applied to the relevant Ordered Product in a seamless mode on at least 30 occasions in a Billing Period, **nbn** will provide a Rebate in respect of the Charge under section 9(b)(ii) of the **nbn**<sup>®</sup> BSS ILA Price List for any additional 20 GB data usage allowance increment that is applied in a seamless mode in the relevant Billing Period.
- (b) The Rebate set out in this section 17.3 will be available for any Billing Period:
  - (i) that starts within 12 months of the date on which the order for the relevant Ordered Product is completed; and
  - (ii) where the conditions in section 17.3(a) are satisfied.

- (c) **nbn** will cease to provide the Rebate under this section 17.3 if the relevant Ordered Product is modified at RSP's request such that any of the eligibility criteria set out in section 17.1(a) are no longer met.
- (d) For clarity, the Rebate set out in this section 17.3 does not apply in respect of any other Charges relating to **nbn**<sup>®</sup> Mobility VISP or **nbn**<sup>®</sup> Mobility Private Network Layer 3.

#### 17.4 Term

- (a) Without limiting section 17.4(b), **nbn** may withdraw, suspend or amend this Mobility DR Waiver and Rebate on 10 Business Days' prior notice to RSP.
- (b) **nbn** may withdraw, suspend or amend this Mobility DR Waiver and Rebate immediately in order to comply with any lawful order, instruction or request of a Regulator or Government Agency.

### 17.5 Process to claim

(a) **nbn** will automatically apply the Waiver under section 17.2 to RSP's invoice in respect of the relevant Ordered Product.

Note: RSP does not need to submit any Credit/Rebate Claim Form in respect of the Waiver under section 17.2.

(b) RSP must submit a Credit/Rebate Claim Form in respect of the Rebate under section 17.3.

**Note: nbn** will not automatically apply the Rebate under section 17.3 to RSP's invoice in respect of the relevant Ordered Product.

The details and conditions in section 18 apply in respect of the Mobility Hardware Rebate 2.0 described in section 3.

## 18. Mobility Hardware Rebate 2.0

## 18.1 Eligibility / Availability Criteria

- (a) The Rebate set out in this section 18 is only available for Ordered Products to which all of the following circumstances apply:
  - (i) the relevant Ordered Product is:
    - (A) **nbn**<sup>®</sup> Mobility VISP; or
    - (B) **nbn**<sup>®</sup> Mobility Private Network Layer 3;
  - (ii) **nbn** supplies the VSAT NTD Drive Away or VSAT NTD Fly Away in connection with the relevant Ordered Product;
  - (iii) at the time of the order for the relevant Ordered Product, RSP specifies to **nbn** that the relevant Ordered Product is to be supplied for a minimum period of 12, 24 or 36 months from the date of order completion (in this section 18, the **Minimum Contracted Term**);
  - (iv) the Order Acknowledgement date for the relevant Ordered Product is within the Campaign Period; and
  - (v) the order is completed on or before 31 December 2023.
- (b) For the purposes of this section 18, the **Campaign Period** means the period from 1 October 2022 to 30 September 2023.

#### 18.2 Rebate

- (a) Subject to section 18.1 and this section 18.2, **nbn** provides a Rebate of \$9,000.00 in respect of the Charge for VSAT NTD Drive Away or VSAT NTD Fly Away.
- (b) For clarity, this Mobility Hardware Rebate does not apply in respect of any other Charges relating to **nbn**<sup>®</sup> Mobility VISP or **nbn**<sup>®</sup> Mobility Private Network Layer 3.
- (c) If **nbn** provides a Rebate under this section 18.2 and the relevant Ordered Product is disconnected at RSP's request prior to the expiry of the Minimum Contracted Term, RSP must repay **nbn**, and **nbn** may recover, the full amount of the Rebate (along with any Early Termination Payment that RSP may be liable for in accordance with the **nbn**<sup>®</sup> BSS ILA Price List).

#### 18.3 Term

- (a) Without limiting section 18.3(b), **nbn** may withdraw, suspend or amend this Mobility Hardware Rebate 2.0 on 10 Business Days' prior notice to RSP.
- (b) **nbn** may withdraw, suspend or amend this Mobility Hardware Rebate 2.0 immediately in order to comply with any lawful order, instruction or request of a Regulator or Government Agency.

## 18.4 Process to claim

**nbn** will automatically apply this Mobility Hardware Rebate 2.0 to RSP's invoice in respect of the relevant Ordered Product.

**Note:** RSP does not need to submit any Credit/Rebate Claim Form in respect of this Mobility Hardware Rebate 2.0.

The details and conditions in section 19 apply in respect of the VISP Max Discount described in section 3.

## 19. VISP Max Discount

## 19.1 Eligibility / Availability Criteria

- (a) This VISP Max Discount is only available in respect of **nbn**<sup>®</sup> VISP Ordered Products with a VISP Max bandwidth profile in respect of which the Connect Order or Modify Order (as applicable) for the VISP Max bandwidth profile is completed during the Campaign Period (**Eligible Ordered Product**).
- (b) For the purposes of this section 19, the **Campaign Period** means the period of 24 months starting on the Commercial Launch Date for VISP Max.

### 19.2 Discount

(a) Subject to section 19.1 and this section 19.2, **nbn** will apply a Discount to the following Charges as set out in the tables below for each Eligible Ordered Product for which, at the time of order for the Eligible Ordered Product, a Minimum Term of either 12 months or 1 month is selected:

Charge	Charge specified in the <b>nbn</b> <sup>®</sup> BSS ILA Price List*	Discounted Charge (after the Discount is applied)
Non-recurring Charge for Activation	\$8,500.00 (see section 15.1(b) of <b>nbn</b> ® BSS ILA Price List)	\$4,499.05
Recurring Charge for Access Components of <b>nbn</b> <sup>®</sup> VISP (with a VISP Max bandwidth profile) that do not have an uncapped contracted data usage allowance (per 100GB contracted data usage allowance)	\$638.00 (see section 1.1(a) of <b>nbn</b> ® BSS ILA Price List)	\$425.00
Charge for additional data usage allowance top-up for <b>nbn</b> <sup>®</sup> VISP (with a VISP Max bandwidth profile) (per 100 GB)	\$638.00 (see section 1.1(a) of <b>nbn</b> ® BSS ILA Price List)	\$425.00
Recurring Charge for Access Components of <b>nbn</b> <sup>®</sup> VISP (with a VISP Max bandwidth profile) that have an uncapped contracted data usage allowance	\$1,499.00 (see section 1.1(a) of <b>nbn</b> ® BSS ILA Price List)	\$999.00

(i) if a Minimum Term of 12 months is selected, during that Minimum Term:

**\*Note:** The Charges from the **nbn**<sup>®</sup> BSS ILA Price List are set out here for reference only. These Charges do not apply to the extent of any inconsistency with the Charges set out in the **nbn**<sup>®</sup> BSS ILA Price List.

- (ii) if either:
  - (A) a Minimum Term of 1 month is selected; or
  - (B) a Minimum Term of 12 months is selected, after the expiry of the Minimum Term,

provided, in each case, the Campaign Period is ongoing:

Charge	Charge specified in section 1.1(a) of the <b>nbn</b> <sup>®</sup> BSS ILA Price List*	Discounted Charge (after the Discount is applied)
Recurring Charge for Access Components of <b>nbn</b> <sup>®</sup> VISP (with a VISP Max bandwidth profile) that do not have an uncapped contracted data usage allowance	\$749.00	\$499.00
Charge for additional data usage allowance top-up for <b>nbn</b> <sup>®</sup> VISP (with a VISP Max bandwidth profile) (per 100 GB)	\$749.00	\$499.00
Recurring Charge for Access Components of <b>nbn</b> <sup>®</sup> VISP Max (with a VISP Max bandwidth profile) that have an uncapped contracted data usage allowance	\$1,800.00	\$1,200.00

**\*Note:** The Charges from the **nbn**<sup>®</sup> BSS ILA Price List are set out here for reference only. These Charges do not apply to the extent of any inconsistency with the Charges set out in the **nbn**<sup>®</sup> BSS ILA Price List.

- (b) Subject to section 19.2(c), the Discounts set out in this section 19.2 in respect of Recurring Charges will be applied:
  - (i) if a Minimum Term of 1 month is selected, for the period starting from the date on which the Connect Order or Modify Order (as applicable) for the VISP Max bandwidth profile for the relevant Eligible Ordered Product is completed until the end of the Campaign Period; or
  - (ii) if a Minimum Term of 12 months is selected, for the period starting on the date on which the Connect Order or Modify Order (as applicable) for the VISP Max bandwidth profile for the relevant Eligible Ordered Product is completed until the later of:
    - (A) the end of the Campaign Period; and
    - (B) 12 months after the date on which an **nbn**<sup>®</sup> BSS ordered product with a VISP Max bandwidth profile was first supplied to that same Premises,

#### (Discount Period).

- (c) If an Eligible Ordered Product is disconnected or modified such that it ceases to be an Eligible Ordered Product during the relevant Discount Period:
  - (i) if the relevant Disconnect Order or Modify Order (as applicable) is completed part way through a Billing Period, the Discount will be applied on a pro-rata daily basis for the part of the Billing Period before the Disconnect Order or Modify Order (as applicable) is completed; and
  - (ii) no Discount under this section 19.2 will apply for the remainder of the Discount Period in respect of an **nbn**<sup>®</sup> VISP Ordered Product with a VISP Max bandwidth profile supplied to that same Premises.

## 19.3 Term

(a) Without limiting section 19.3(b), **nbn** may withdraw, suspend or amend this VISP Max Discount on 10 Business Days' prior notice to RSP.

(b) **nbn** may withdraw, suspend or amend this VISP Max Discount immediately in order to comply with any lawful order, instruction or request of a Regulator or Government Agency.

## 19.4 Process to claim

**nbn** will automatically apply this VISP Max Discount to RSP's invoice in respect of the relevant Ordered Product.

**Note:** RSP does not need to submit any Credit/Rebate Claim Form in respect of this VISP Max Discount.

The details and conditions in section 20 apply in respect of the VISP Max Rebate described in section 3.

## 20. VISP Max Rebate

## 20.1 Eligibility / Availability Criteria

- (a) This VISP Max Rebate is only available in respect of **nbn**® VISP Ordered Products with a VISP Max bandwidth profile in respect of which:
  - (i) the Order Acknowledgement date is within the Campaign Period;
  - (ii) the Connect Order is completed on or before 15 months after the Commercial Launch Date of VISP Max; and
  - (iii) at the time RSP submits the Connect Order for that Eligible Ordered Product:
    - (A) an uncapped contracted data usage allowance is selected for that Eligible Ordered Product; and
    - (B) RSP specifies to **nbn** that the relevant Ordered Product is to be supplied for a Minimum Term of 12 months (in this section 20, the **Minimum Contracted Term**),

#### (Eligible Ordered Product).

- (b) Despite anything else in this section 20, RSP is not eligible for, and **nbn** is not required to provide, any Rebate in accordance with this section 20 in respect of an Eligible Ordered Product if the relevant Ordered Product first became an Eligible Ordered Product as a result of a Modify Order.
- (c) For the purposes of this section 20, the **Campaign Period** means the period of 12 months starting on the Commercial Launch Date for VISP Max.

#### 20.2 Rebate

- (a) Subject to section 20.1 and this section 20.2, **nbn** will provide a one-off Rebate of \$1,000.00 for each Eligible Ordered Product.
- (b) If **nbn** provides a Rebate under this section 20.2 and:
  - (i) the relevant Ordered Product is disconnected at RSP's request prior to the expiry of the Minimum Contracted Term; or
  - (ii) the relevant Ordered Product is modified at RSP's request such that any of the eligibility criteria set out in section 20.1 are no longer met prior to the expiry of the Minimum Contracted Term,

RSP must repay **nbn**, and **nbn** may recover, the full amount of the Rebate (in addition to any Early Termination Payment that RSP may be liable for in accordance with section 24 of the **nbn**<sup>®</sup> BSS ILA Price List).

#### 20.3 Term

- (a) Without limiting section 20.3(b), **nbn** may withdraw, suspend or amend this VISP Max Rebate on 10 Business Days' prior notice to RSP.
- (b) **nbn** may withdraw, suspend or amend this VISP Max Rebate immediately in order to comply with any lawful order, instruction or request of a Regulator or Government Agency.

## 20.4 Process to claim

**nbn** will automatically apply this VISP Max Rebate to RSP's invoice in respect of the relevant Ordered Product.

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