

Variation Agreement – Temporary 5GB+ Plan

nbn[™] Sky Muster[™] Plus Interim Agreement

Variation Agreement – Temporary 5GB+ Plan

Parties

This variation agreement is entered into between:

- nbn co limited (ABN 86 136 533 741) of Level 13, 100 Mount Street, North Sydney NSW 2060 (**nbn**); and
- [Insert full legal name of Customer] (ABN [insert ABN]) of [insert registered address];
- [Insert names of any other related bodies corporate of customer also acquiring services as parties in their own right] (**Customer**).

Background

nbn is offering to vary the **nbn**[™] Sky Muster[™] Plus Interim Agreement entered into between **nbn** and Customer (**Customer's SMP Agreement**) on the terms set out in this variation agreement.

Amendments

nbn and Customer agree that, on the date that the last of the parties execute this variation agreement:

- (a) Customer's SMP Agreement will be amended in accordance with the Attachment to this agreement;
- (b) any subsequent variation to Customer's SMP Agreement will not be taken to reverse or otherwise amend the Amendments except where expressly set out in any such variation to the Customer's SMP Agreement; and
- (c) the parties' accrued rights under, and the continued operation of, the Customer's SMP Agreement will be otherwise unaffected by this variation agreement and will continue in full force and effect.

General terms

Unless otherwise specified, capitalised terms used in this variation agreement have the meanings given to those terms in the Customer's SMP Agreement.

Clauses H4.5 (Counterparts), H4.10 (Governing law and jurisdiction), H4.13 (Severability) and H4.15 (Waiver) of the WBA Head Terms are incorporated into this variation agreement as though set out in full with references to "Agreement" being read as references to this variation agreement.

Executed as an agreement

Executed by Customer by its authorised representative:

Signature of authorised representative

Name of authorised representative (print)

Position of authorised representative

Date of signature

Executed by **nbn co limited ABN 86 136 533 741** by its authorised representatives:

Signature of authorised representative

Name of authorised representative (print)

Position of authorised representative

Date of signature

Signature of authorised representative

Name of authorised representative (print)

Position of authorised representative

Date of signature

Attachment - Amendments

1. The **nbn**TM Sky Muster PlusTM Product Description is amended to include the following section after section 1.2(d):

(e) **5GB+ Plan**, which comprises the following Plan Sub-features:

Plan Sub-feature	Configuration		
	Access Rate	Downstream Mbps (PIR)	Upstream Mbps (PIR)
25 (with Supplementary Burst)		5 (with Supplementary Burst)	
Peak Period Metered Data Allowance	5 GB ¹		
Off-peak Period Metered Data Allowance	5 GB ¹		
Peak Period Shaping Rate	Downstream Kbps (PIR)	Upstream Kbps (PIR)	
	512	256	
Off-peak Period Shaping Rate	Downstream Kbps (PIR)	Upstream Kbps (PIR)	
	2,048	512	
IP Address Scheme	As set out in section 5.1		
nbn TM Upstream Network Boundary	Internet Point of Presence		
Metered Data	Traffic Profile 1		
Time of Day Data	Traffic Profile	Shaped Periods	Time of Day Limit Rate
	Traffic Profile 2	4 pm to 11 pm daily	256 Kbps ²

Notes:

1. The Peak Period Metered Data Allowance and Off-peak Period Metered Data Allowance include both upload and download usage as set out in section 4.1(a).
2. To be read in conjunction with section 4.1. Sections 4.1(a) and 4.1(b) describe the operation of Unmetered Data generally (which includes Time of Day Data). Section 4.1(c) further describes the operation of Time of Day Data specifically.

2. The **nbn**TM Sky Muster PlusTM Product Description is amended to include the following section after section 7(c):

(d) Despite anything else in this **nbn**TM Sky Muster PlusTM Product Description, the Data Block Product Feature is not available in connection with the 5GB+ Plan.

3. The **nbn**[™] Sky Muster Plus[™] Price List is amended to replace section 1.1 with the following section:

1.1 Plan

The recurring Charges per Billing Period for the Plan Product Component are:

Plan	Recurring Charge
5GB+	\$34
25GB+	\$35
50GB+	\$45
100GB+	\$85
150GB+	\$120

Note: To be read in conjunction with the [nbn[™] Sky Muster[™] Plus Product Description](#) and subject to section 7 of the [nbn[™] Sky Muster[™] Plus Product Terms](#) in relation to the Plan Test Service.

4. The **nbn**[™] Sky Muster[™] Plus Product Terms is amended to include the following section after section 8:



Section 9 is a Special Term.

9 5GB+ Plan

- (a) Despite anything else in this Agreement:
- (i) the 5GB+ Plan is only available, and will only be supplied by **nbn**, until 15 January 2022 or such later date as may be notified by **nbn** to Customer; and
 - (ii) if **nbn** continues to supply any Ordered Product that includes the 5GB+ Plan at the time that the 5GB+ Plan stops being available under section 9(a) (i), **nbn** may, without further notice to Customer, modify the Ordered Product to include a 25GB+ Plan.
- (b) For the purpose of any rebates that **nbn** may offer, the 5GB+ Plan is an “SMP COVID-19 Online Learning Support Plan”.