

WBA Product Catalogue

~~26 June~~ 3 October 2012



This document forms part of NBN Co's Wholesale Broadband Agreement which is a Standard Form of Access Agreement for the purposes of Part XIC of the Competition and Consumer Act 2010.

NBN Co Limited

WBA Product Catalogue

~~26/603/10~~/2012

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Environment

NBN Co asks that you consider the environment before printing this document.

1 Introduction

1.1 Contents

This WBA Product Catalogue sets out:

- (a) the Product Descriptions for:
 - i the NBN Co Fibre Access Service (the **NFAS**) which applies in respect of the supply of the NFAS by NBN Co to Customer;
 - ii the Tasmania Tri-Area Service (the **TTAS**) which applies in respect of the supply of the TTAS by NBN Co to Customer; and
 - iii the Facilities Access Service which applies in respect of the supply of the Facilities Access Service by NBN Co to Customer;
- (b) the Service Descriptions for:
 - i the NBN Co Platform Interfacing Service which applies in respect of the supply of the NBN Co Platform Interfacing Service by NBN Co to Customer; and
 - ii the Sandpit which applies in respect of the supply of the Sandpit by NBN Co to Customer;
- (c) the Service Levels and Service Levels Rebates that apply in respect of the NFAS, the NBN Co Platform Interfacing Service and the Facilities Access Service¹;
- (d) the [Price List](#)²;
- (e) the [Product Technical Specification for the NFAS](#)³;
- (f) the [Product Technical Specification for the Facilities Access Service](#);
- (g) the [NBN Co Operations Manual](#); and
- (h) the TTAS Operations Support Manual.⁴

1.2 Inconsistency

This WBA Product Catalogue comprises a number of different documents. If there is any inconsistency between any of these different documents, then that

¹ Note that the Service Levels and Service Level Rebates that apply in respect of the TTAS are set out in the Product Description for the TTAS.

² Note that the Charges that apply in respect of the TTAS are set out in the Product Description for the TTAS.

³ Note that there are no Product Technical Specifications for the TTAS. Relevant technical details are set out in the TTAS Operations Support Manual.

⁴ Note that NBN Co will provide a copy of the TTAS Operations Support Manual to Customer in accordance with section 1.2 of the Product Description for the Tasmania Tri-Area Service.

inconsistency will be resolved by giving precedence to documents in the following order:

- (a) the Product Descriptions and Service Descriptions;
- (b) the Product Technical Specifications;
- (c) the [Price List](#);
- (d) the [Service Levels Schedule](#); and
- (e) the [NBN Co Operations Manual](#) and the TTAS Operations Support Manual.

1.3 Changes

- (a) NBN Co may make changes to this WBA Product Catalogue, or any of the documents comprising this WBA Product Catalogue, in accordance with clause F4 of the Wholesale Broadband Agreement between NBN Co and Customer (Wholesale Broadband Agreement).
- (b) This WBA Product Catalogue applies in respect of Products that are currently made available by NBN Co to Customer.
- (c) If NBN Co makes a new Product available to Customer (following, if applicable, compliance with the [PDF Processes](#)), NBN Co will:
 - i introduce a new Product Description or Service Description (as applicable) into this WBA Product Catalogue;
 - ii if necessary, introduce a new Product Technical Specification into this WBA Product Catalogue; and
 - iii if necessary, vary the [Price List](#), the [Service Levels Schedule](#) and the [NBN Co Operations Manual](#) to accommodate that new Product.
- (d) If NBN Co varies or enhances an existing Product that is already available to Customer (following, if applicable, compliance with the [PDF Processes](#)), NBN Co will, if necessary:
 - i vary the relevant existing Product Description or Service Description (as applicable);
 - ii vary the relevant existing Product Technical Specification (if applicable); and
 - iii vary the [Price List](#), the [Service Levels Schedule](#), the [NBN Co Operations Manual](#) and the TTAS Operations Support Manual (as applicable) to accommodate that variation to or enhancement of that existing Product.

- (e) NBN Co may also need to vary other parts of the Wholesale Broadband Agreement to accommodate the introduction of a new Product or the variation or enhancement of an existing Product.

1.4 References to clause, section, etc

A reference to a clause, section, schedule, attachment or annexure in any document comprising this WBA Product Catalogue is a reference to a clause, section, schedule, attachment or annexure of that document, unless provided otherwise.



Product Description

NBN Co Fibre Access Service

RELEASE 2.0



This document forms part of NBN Co's Wholesale Broadband Agreement which is a Standard Form of Access Agreement for the purposes of Part XIC of the Competition and Consumer Act 2010.

NBN Co Limited

NBN Co Fibre Access Service Product Description

~~26/6~~29/08/2012

Release: 2.0

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Environment

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1 NBN Co Fibre Access Service

1.1 What is the NBN Co Fibre Access Service?

- (a) The NBN Co Fibre Access Service (the **NFAS**) is an Ethernet-based, Layer 2 virtual connection on the NBN Co Fibre Network that carries traffic between:
 - i a User Network Interface (**UNI**) on the Network Termination Device (**NTD**) located at or near a Premises; and
 - ii the Network-Network Interface (**NNI**) at the Point of Interconnection (**POI**) associated with the Connectivity Serving Area (**CSA**) in which that Premises is located,

for the purposes of enabling Customer or a Downstream Customer to supply a Carriage Service or Content Service.

- (b) The NFAS comprises the following four Product Components:
 - i a **UNI**, being a physical port on the NTD at a Premises;
 - ii an **Access Virtual Circuit** or **AVC**, being an Ethernet-based, Layer 2 virtual connection on the NBN Co Fibre Network that carries Customer traffic to a UNI on the NTD at a Premises;
 - iii a **Connectivity Virtual Circuit** or **CVC**, being Ethernet-based, Layer 2 virtual capacity on the NBN Co Fibre Network for the transport of Customer traffic from multiple access virtual circuits within a CSA on an aggregated basis and presented at the NNI at the POI associated with that CSA; and
 - iv a **NNI**, being the physical interface (and associated ports) between the NBN Co Fibre Network and the Customer Network at the POI,

each with the Product Features made available by NBN Co, and selected by Customer, in respect of that Product Component.

- (c) NBN Co supplies the NFAS in respect of a Premises through the Product Components of the NFAS. Accordingly, for Customer to acquire the NFAS in respect of a Premises, Customer must acquire each of the Product Components of the NFAS in respect of that Premises.
- (d) The Product Components of the NFAS are more particularly described in the [Product Technical Specification for the NFAS](#).
- (e) The Product Features of each Product Component of the NFAS are described in section 2 and are more particularly described in the [Product Technical Specification for the NFAS](#).

(f) The NFAS product construct is depicted in the diagram set out below:

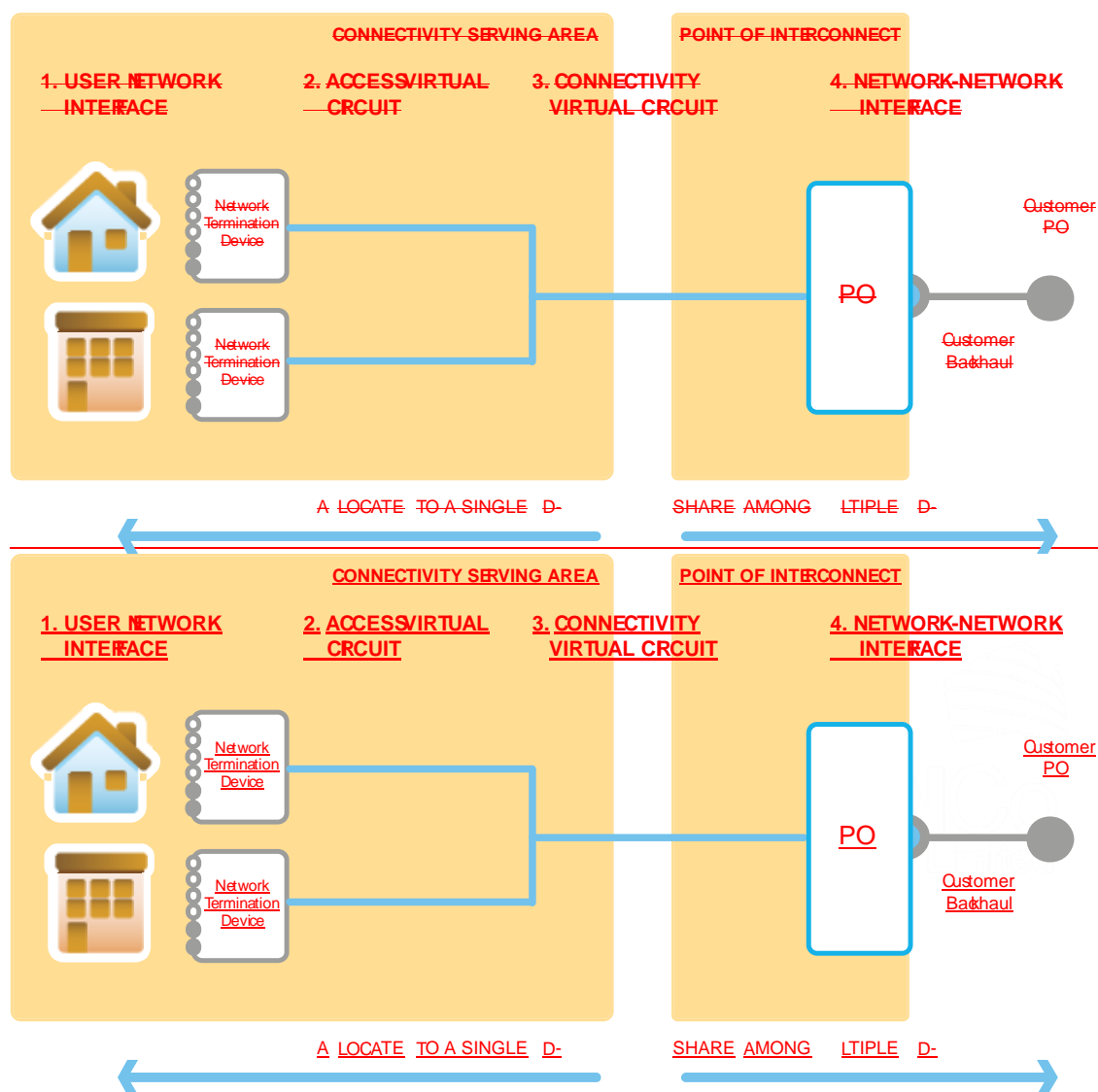


Figure 1: NFAS product construct.

(g) The boundaries of the NFAS are:

- the End User-side of the UNI on the NTD located at or near the Premises to which the NFAS is supplied; and
- the Customer-side of the NNI at the POI that serves the relevant Premises.

(h) The NNI at the POI that serves the relevant Premises is the point at which Customer may connect its backhaul to interconnect the Customer Network with the NBN Co Fibre Network. Customer is required to connect to the NNI at NBN Co's appearance on the NBN Co ODF associated with that NNI.

1.2 Offer to supply to Premises that are NBN Serviceable

NBN Co will offer, and continue to offer, to supply the NFAS in respect of Premises that are NBN Serviceable.

1.3 Connectivity Serving Areas and Points of Interconnection

- (a) The parties agree that:
 - i every Premises in respect of which NBN Co may supply the NFAS is or will be located within a CSA;
 - ii every CSA is associated with one POI;
 - iii every POI is associated with one or more CSAs; and
 - iv NBN Co will determine:
 - A the CSA that is associated with each Premises to which NBN Co is to supply the NFAS;
 - B the POI that is associated with that CSA; and
 - C the location of each POI, which must be located in accordance with the terms of the Wholesale Broadband Agreement.
- (b) NBN Co will make the information referred to in section 1.3(a)iv available to Customer as soon as reasonably practicable after Customer requests this information from its NBN Co account manager.

1.4 Battery back-up

- (a) The NTD located at a Premises to which NBN Co supplies the NFAS will include functionality that supports the operation of a battery back-up unit in respect of the UNI-V on that NTD in the event of a mains power failure in respect of that NTD. This functionality does not support the operation of a battery back-up unit in respect of any UNI-D.
- (b) NBN Co will supply and install the First Battery that will support the operation of battery back-up functionality in respect of the UNI-V on the NTD at NBN Co's cost and expense.
- (c) NBN Co is not responsible for:
 - i maintaining the First Battery; or
 - ii supplying, installing or maintaining any replacement batteries.
- (d) If, and for so long as, Customer is the Designated Customer in respect of an NTD, Customer is responsible for:

- i maintaining the First Battery; and
 - ii subject to section 1.4(f), supplying, installing and maintaining all replacement batteries,

at Customer's own cost and expense.
- (e) If, and for so long as, Customer is the Designated Customer in respect of an NTD, Customer must comply with NBN Co's directions in relation to the supply, installation and maintenance of all replacement batteries, including:
 - i the technical specifications for replacement batteries; and
 - ii the processes in accordance with which supply, installation and maintenance of replacement batteries is to be performed,

at Customer's own cost and expense.
- (f) If:
 - i a fault or defect occurs in the operation of the First Battery in respect of an NTD during the First Battery Warranty Period;
 - ii Customer is the Designated Customer in respect of that NTD at the time at which that fault or defect occurs; and
 - iii as a result of that fault or defect Customer installs a replacement battery in respect of that NTD:

then:

 - iv Customer may make a First Battery warranty claim in accordance with the processes set out in the [NBN Co Operations Manual](#); and
 - v NBN Co will give to Customer the First Battery Credit Amount in accordance with the processes set out in the [NBN Co Operations Manual](#) on the condition that the First Battery warranty claim satisfies any conditions specified in the [NBN Co Operations Manual](#).
- (g) If Customer becomes or ceases to be the Designated Customer in respect of an NTD, NBN Co will promptly notify Customer of that change of status. If the [NBN Co Operations Manual](#) specifies the manner in which NBN Co must provide such notice, NBN Co will provide such notice in accordance with those requirements, but may otherwise provide such notice to Customer in any manner reasonably determined by NBN Co.
- (h) If NBN Co is supplying Customer with access to a UNI-V on an NTD, NBN Co will notify Customer if the battery back-up unit for that NTD generates "battery missing" or "battery needs replacing" alarms as soon as possible after NBN Co becomes aware of the alarm. If the [NBN Co Operations](#)

[Manual](#) specifies the manner in which NBN Co must provide such notice, NBN Co will provide such notice in accordance with those requirements, but may otherwise provide such notice to Customer in any manner reasonably determined by NBN Co.

- (i) NBN Co will not initially levy charges on Customer for the supply, installation or activation of a battery back-up unit and the First Battery for the delivery of back-up power to the UNI-V on the NTD in the event of a mains power failure in respect of that NTD, but may do so in circumstances where NBN Co is permitted to charge, or is not restricted from charging, such a levy under any law, policy, regulation, order or government direction.
- (j) Section 4.9 sets out Customer's obligations in regards to NBN Pass-Through Information, which may include information that relates to the battery back-up power supply, the requirements in respect of the supply of mains power to an NTD and the meaning of, and responses required to, any alarms that might be generated by the NTD and/or the battery back-up power supply.

1.5 Exclusions

- (a) Customer agrees that the NFAS is one element of the overall network supply chain that is required by Customer to provide an end-to-end Carriage Service or Content Service to its Downstream Customers.
- (b) Customer is responsible for providing to itself or acquiring from third parties other elements of the overall network supply chain required to provide an end-to-end Carriage Service or Content Service to its Downstream Customers.
- (c) The diagram set out below depicts the NFAS as part of the overall network supply chain that is required by Customer to provide an end-to-end Carriage Service or Content Service to its Downstream Customers:

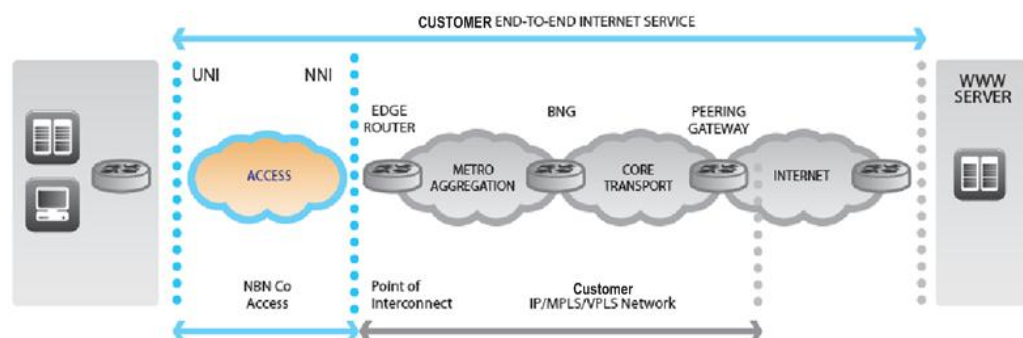


Figure 2: The NFAS in the context of a typical end-to-end Internet service that may be offered by Customer to its Downstream Customers.

- (d) Customer agrees that the NFAS does not include:

- i facilities access at the location of the relevant POI;
- ii any backhaul transmission, cross connects or cabling from the Customer-side of NBN Co's appearance on the NBN Co ODF at which Customer connects the Customer Network to the NNI at the relevant POI (as described in section 1.1(h));
- iii any cabling that may be required or installed between a UNI on an outdoor NTD at or near a Premises and any internal wall plate within that Premises;
- iv any content or applications, including IP transit, Internet gateway connection, customer premises equipment (other than the NTD), BGP routing, soft switching infrastructure and all international connectivity associated with the supply of the NFAS; or
- v any other end user equipment, such as personal computers and network attached storage solutions.

1.6 Access may not be continuous or free of faults

Customer agrees that access to and use of the NFAS will not be continuous or free of faults. Customer also agrees that access to and use of the NFAS may be subject to outages and/or be interrupted by NBN Co in accordance with the Wholesale Broadband Agreement so as to enable NBN Co to rectify faults or perform maintenance, or for other reasons set out in the Wholesale Broadband Agreement.

2 Product Features

2.1 UNI

- (a) NBN Co will make available four UNI-D on each NTD in connection with the supply of the NFAS.
- (b) Where Customer is acquiring access to and use of a UNI-D and an associated AVC in respect of an NTD, Customer may also acquire access to and use of one port on that NTD that incorporates an analogue telephone adaptor (a **User Network Interface – Voice** or **UNI-V**) for the supply of telephony services in respect of that Premises.
- (c) NBN Co will only make available one UNI-V on each NTD in connection with the supply of the NFAS.
- (d) When ordering the UNI-D and associated AVC in respect of an NTD at a Premises, Customer must specify whether Customer wishes to also acquire access to, and use of, the UNI-V in respect of that NTD at that Premises, subject to availability of that UNI-V.

- (e) If Customer does not specify that it wishes to acquire access to and use of the UNI-V when ordering the UNI-D and associated AVC, Customer may subsequently specify that Customer wishes to acquire access to and use of the UNI-V subject to availability of that UNI-V and subject to and in accordance with the terms of this Product Description and the [NBN Co Operations Manual](#).
- (f) NBN Co will supply access to and use of the UNI-D and/or UNI-V to Customer, except where:
 - i that supply will prevent an Other NBN Co Customer that already has access to the NFAS at that Premises from obtaining a sufficient amount of the service to be able to meet the Other NBN Co Customer's reasonably anticipated requirements, measured at the time when the request was made;
 - ii that supply will prevent NBN Co from obtaining a sufficient amount of the NFAS to be able to meet NBN Co's reasonably anticipated requirements, measured at the time when the request was made;
 - iii that supply will prevent a person from obtaining, by the exercise of a pre-request right (as defined in Part XIC of the Competition and Consumer Act), a sufficient level of access to the NFAS to be able to meet the person's actual requirements; or
 - iv a UNI-D or UNI-V is not available, as determined in accordance with the availability rules (if any) set out in the [NBN Co Operations Manual](#).
- (g) NBN Co may, but reserves the right not to, install multiple NTDs in respect of the same Premises.
- (h) NBN Co will ensure that the UNI-D and UNI-V that are made available as part of the NFAS will have electrical interfaces. NBN Co will not make available optical UNI as part of the NFAS.
- (i) The [Product Technical Specification for the NFAS](#) provide further information regarding the UNI-D and UNI-V.

2.2 AVC

- (a) NBN Co will make the AVC available in the traffic class 4 downstream and upstream bandwidth combinations set out in each of the rows of Table 1 (each bandwidth combination in a row of Table 1 is an **AVC TC-4 Bandwidth Profile**) in accordance with the provisions relating to AVC TC-4 Bandwidth Profiles contained in the [Product Technical Specification for the NFAS](#):

AVC TC-4 downstream
Mbps (PIR)*

AVC TC-4 upstream Mbps
(PIR)*

AVC TC-4 downstream Mbps (PIR)*	AVC TC-4 upstream Mbps (PIR)*
12	1
25	5
25	10
50	20
100	40

Table 1: Supported AVC TC-4 Bandwidth Profiles for the NFAS. Note that traffic class 4 bandwidths are quoted on the basis of peak information rate (PIR), being the maximum data throughput that may be delivered by the service. * To be read subject to section 7(d).

- (b) In respect of the AVC TC-4 Bandwidth Profiles set out in Table 1, NBN Co will map the AVC to one UNI-D on the NTD at the relevant Premises.
- (c) NBN Co will not support the mapping of more than one AVC to one UNI-D.
- (d) In addition to the AVC TC-4 Bandwidth Profiles, NBN Co will make the AVC available in the traffic class 1 downstream and upstream bandwidth combinations set out in each of the rows of Table 2, in addition to the traffic class 4 bandwidths set out in Table 1 (each bandwidth combination in a row of Table 2 is an **AVC TC-1 Bandwidth Profile**) in accordance with the provisions relating to AVC TC-1 Bandwidth Profiles contained in the [Product Technical Specification for the NFAS](#):

AVC TC-1 downstream KbpsMbps (CIR)*	AVC TC-1 upstream KbpsMbps (CIR)*
0	0
<u>1500.15</u>	<u>1500.15</u>
<u>0.3</u>	<u>0.3</u>
<u>0.5</u>	<u>0.5</u>
<u>1</u>	<u>1</u>
<u>2</u>	<u>2</u>
<u>5</u>	<u>5</u>

Table 2: Supported AVC TC-1 Bandwidth Profiles for the NFAS. Note that traffic class 1 bandwidths are quoted on the basis of committed information rate (CIR), being (for the purposes of Table 2) a level of data throughput for which service frames are delivered according to the performance objectives of the respective traffic class. * To be read subject to section 7(d).

- (e) Customer may optionally select to acquire the AVC in any of the AVC TC-1 Bandwidth Profiles in respect of an NTD at a Premises if Customer acquires an AVC in an AVC TC-4 Bandwidth Profile in respect of that NTD at that Premises.
- (f) In respect of the AVC TC-1 Bandwidth Profiles that Customer can optionally acquire set out in Table 2:

- i where Customer does not acquire the optional UNI-V, NBN Co will ensure that:
 - A the TC-1 (CIR) Data Transfer Rate will be provided through the same AVC as the corresponding TC-4 Data Transfer Rate is provided;
 - B the TC-1 (CIR) Data Transfer Rate will be included within the overall corresponding TC-4 Data Transfer Rate; and
 - C the AVC will be mapped to the UNI-D on the NTD at the relevant Premises; but
- ii where Customer acquires the optional UNI-V, Customer may only select 150 Kbps upstream/150 Kbps downstream on the UNI-V, and NBN Co will ensure that:
 - A the 150Kbps TC-1 (CIR) Data Transfer Rate will be provided through an additional AVC that is separate to the AVC through which the corresponding TC-4 Data Transfer Rate is provided;
 - B the 150Kbps TC-1 (CIR) Data Transfer Rate will be additional to the corresponding TC-4 Data Transfer Rate;
 - C the AVC through which the TC-4 Data Transfer Rate is provided will be mapped to the UNI-D on the NTD at the relevant Premises; and
 - D the additional AVC through which the TC-1 Data Transfer Rate is provided will be mapped to the UNI-V on the NTD at the relevant Premises.

(g) Customer may choose to acquire one AVC TC-1 Bandwidth Profile that maps to the UNI-V and additional AVC TC-1 Bandwidth Profile that map to the UNI-D. The additional AVC bandwidth profiles mapping to the UNI-D will be provided in accordance with section 2.2(f)i and the AVC TC-1 Bandwidth Profile mapping to the UNI-V will be provided in accordance with section 2.2(f)ii.

~~(g)~~(h) NBN Co will not supply the AVC in traffic class 2 or traffic class 3.

~~(h)~~(i) The [Product Technical Specification for the NFAS](#) provide further information regarding AVC TC-1 Bandwidth Profiles.

2.3 CVC

- (a) NBN Co will make the CVC available in:
 - i the traffic class 1 bandwidths set out in Table 3;

- ii the traffic class 4 bandwidths set out in Table 4; and
- iii any combination of traffic class 1 and 4 bandwidths set out in Tables 3 and 4,

(each, a **CVC Bandwidth Profile**) in accordance with the provisions relating to CVC Bandwidth Profiles contained in the [Product Technical Specification for the NFAS](#):

CVC TC-1 symmetrical Mbps (CIR)*
0
5
<u>10</u>
<u>20</u>

Table 3: CVC Bandwidth Profiles for the NFAS in traffic class 1. Note that bandwidths in Table 3 are quoted on the basis of Committed Information Rate (CIR), being (for the purposes of Table 3) the information transfer rate which the NBN Co Fibre Network is committed to transfer for a particular link under normal conditions. * To be read subject to section 7(d).

CVC TC-4 symmetrical Mbps (CIR)*
0
100
150
200
250
300
<u>400</u>
<u>500</u>

Table 4: CVC Bandwidth Profiles for the NFAS in traffic class 4. Note that bandwidths in Table 4 are quoted on the basis of Committed Information Rate (CIR), being (for the purposes of Table 4) the information transfer rate which the NBN Co Fibre Network is committed to transfer for a particular link under normal conditions. * To be read subject to section 7(d).

- (b) NBN Co will not supply the CVC in traffic class 2 or traffic class 3.
- (c) Customer agrees that within a CVC a number of access virtual circuits that are located in the CSA for that CVC may be present.
- (d) Customer is responsible for dimensioning the CVC to meet its own capacity requirements and to support Customer's supply of Customer Products to its Downstream Customers.
- (e) The [Product Technical Specification for the NFAS](#) provides further information regarding CVC Bandwidth Profiles.

2.4 NNI

- (a) Customer agrees that:

- i the NNI serves as the point of handover for one or more CVCs that are associated with the NNI; and
 - ii each NNI bearer (being the physical interface within an ethernet fanout switch) supplied by NBN Co to Customer must be associated with, and configured as a member of, a new or existing NNI group (being a logical interface comprising a minimum of one and maximum of eight NNI bearers supplied by NBN Co to Customer in respect of the same POI).
- (b) NNI groups comprise the following:
 - i a NNI group location (i.e. the location of the relevant NBN Co Aggregation Node at which the NNI group will be established);
 - ii a NNI group interface rate ~~(i.e. expressed as a maximum rate of either 1 Gbps or 10 Gbps);~~ (i.e. expressed as a maximum rate of either 1 Gbps or 10 Gbps);
 - iii a redundancy mode (i.e. either single chassis or diverse chassis);
 - iv a set of NNI bearers (i.e. the specific NNI bearers that will be associated with, and configured as a member of, the NNI group); and
 - v Layer 2 functional characteristics.
- (c) When ordering a NNI to establish a new NNI group, Customer must specify the characteristics of each NNI group attribute from the available options presented by the NBN Co Platform at the time of ordering in accordance with the provisions relating to NNI groups set out in the [Product Technical Specification for the NFAS](#).
- (d) In relation to the “NNI group interface rate” attribute of NNI groups, Customer agrees that:
 - i NNI bearers can only be associated with, and configured as a member of, a NNI group if the interface rate of that NNI bearer is the same as the interface rate of that NNI group; and
 - ii the NNI group interface rate of a NNI group is set by the first NNI bearer (where single chassis is selected as the redundancy mode) or first pair of NNI bearers (where diverse chassis is selected as the redundancy mode) that is/are associated with, and configured as a member of, that NNI group.
- (e) In relation to the “redundancy mode” attribute of NNI groups, Customer agrees that:

- i if Customer establishes a NNI group that is comprised of a single NNI bearer, NBN Co will only offer Customer the option to select single chassis as the redundancy mode in respect of that NNI group;
- ii if Customer establishes a NNI group that is comprised of multiple NNI bearers, NBN Co will offer Customer the option to select either single chassis or diverse chassis as the redundancy mode for that NNI group;
- iii if Customer selects single chassis as the redundancy mode for a NNI group:
 - A all NNI bearers associated with, and configured as a member of, that NNI group will be connected to the same ethernet fanout switch chassis;
 - B the NNI will operate as a single, unprotected interface as per the redundancy protection offered by a single chassis as described in the [Product Technical Specification for the NFAS](#); and
 - C NBN Co will not be responsible for, and have no liability to Customer arising from or in connection with, the impact that the operation of the NNI as a single, unprotected interface may have on the supply by Customer of Customer Products to its Downstream Customers or End Users;
- iv if Customer selects diverse chassis as the redundancy mode for the NNI group, the NNI bearers associated with, and configured as a member of, that NNI group will be connected to either of a pair of Ethernet Fanout Switch chassis; and
- v once a NNI group is activated, the redundancy mode of that NNI group cannot be reconfigured.

- (f) NBN Co will make NNI bearers available ~~in~~(with the permissible combinations of interface capacity and range NNI Bearer Profiles as set out in each of the rows of Table 5 ~~(each combination of interface capacity and range in a row of Table 5 is a NNI Bearer Profile)~~ in accordance with the provisions relating to NNI Bearer Profiles set out in the [Product Technical Specification for the NFAS](#):

NNI Bearer Profiles	Interface capacity (Gbps)*	Range (km)
1000BaseLX	1	10
10GBaseLR	10	10
1000BaseEX	1	40

NNI Bearer Profiles	Interface capacity (Gbps)*	Range (km)
10GBaseER	10	40

Table 5: NNI Bearer Profiles for the NFAS. ~~*To be read subject to section 7(d).~~

- (g) NBN Co will not supply NNI bearers in interface variants other than those specified in each of the rows of Table 5.
- (h) Customer is responsible for selecting a NNI Bearer Profile to meet its own capacity requirements in respect of the supply of Customer Products to its Downstream Customers.
- (i) The [Product Technical Specification for the NFAS](#) provides further information regarding NNI groups, NNI group attributes, NNI bearers and NNI Bearer Profiles.

3 Product-specific ordering terms

3.1 Introduction

This section 3 sets out the terms that specifically apply to the ordering of the Product Components of the NFAS. These terms apply in addition to the general terms relating to the ordering of Products contained in the Wholesale Broadband Agreement and the [NBN Co Operations Manual](#).

3.2 NNI and CVC to be supplied before orders for Access Components can be placed

- (a) Customer must not place an order for the supply of an Access Component in respect of a Premises unless NBN Co is currently supplying to Customer:
 - i a CVC for the CSA in which that Premises is located; and
 - ii a NNI in the POI that serves that Premises.
- (b) When placing an order for the supply of an Access Component in respect of a Premises, Customer warrants to NBN Co that the matters set out in sections 3.2(a)i and 3.2(a)ii are true and correct.
- (c) Customer agrees that there may be significant lead times between the ordering of the CVC and NNI components of the NFAS and the commencement of supply of the CVC and NNI components of the NFAS.
- (d) Customer is responsible for planning the ordering of the CVC and NNI components of the NFAS with regard to these lead times. NBN Co is not responsible for any delays in the supply of the Access Components arising from or in connection with Customer's failure to plan the ordering of the

CVC and NNI components of the NFAS with regard to these lead times. Such a failure to plan accordingly shall be a Customer Event within the meaning of that term in the Dictionary of the Wholesale Broadband Agreement.

3.3 UNI-V cannot be supplied on a standalone basis

Customer must not place an order for access to and use of a UNI-V on an NTD at a Premises unless Customer has ordered or is already acquiring access to and use of a UNI-D and associated AVC in respect of that NTD at that Premises.

3.4 UNI-V must be supported with a CVC TC-1

Customer must not place an order for access to and use of a UNI-V on an NTD at a Premises unless Customer has ordered or is already acquiring access to and use of a CVC in traffic class 1 (**CVC TC-1**) in respect of the CSA in which that Premises is located.

3.5 Type 2 Connections

- (a) When placing an order for the supply of an Access Component that will be supplied by NBN Co as part of a Type 2 Connection (not a Type 1 Connection), Customer must:
 - i notify NBN Co of that status when placing that order for the supply of that Access Component; and
 - ii warrant to NBN Co that Customer has reasonable grounds to believe that the Access Component meets the requirements for that Access Component to be supplied as part of a Type 2 Connection (not a Type 1 Connection) in accordance with the [Service Levels Schedule](#).
- (b) Customer must not give a notification or warranty referred to in section 3.5(a) unless Customer has reasonable grounds to believe that the Access Component meets the requirements for that Access Component to be supplied as part of a Type 2 Connection (not a Type 1 Connection) in accordance with the [Service Levels Schedule](#).

3.6 Use of Access Components as inputs to supply of Downstream CSG Services

- (a) When placing an order for the supply of an Access Component that will be used as an input to the supply of Customer Products or Downstream Products that are Downstream CSG Services, Customer must:
 - i notify NBN Co of that usage when placing that order for the supply of that Access Component; and
 - ii warrant to NBN Co that Customer has reasonable grounds to believe that the Access Component will be used for that purpose.

- (b) Customer must not give a notification or warranty referred to in section 3.6(a) unless Customer has reasonable grounds to believe that the Access Component will be used as an input to the supply of Customer Products or Downstream Products that are Downstream CSG Services.
- (c) Customer must notify NBN Co if an Access Component (which Customer has notified NBN Co as being an Access Component that is used as an input to the supply of Downstream CSG Services) is not or is no longer being used as an input to the supply of Customer Products or Downstream Products that are Downstream CSG Services as soon as reasonably practicable after:
 - i that Access Component ceases to be used for such purposes; or
 - ii Customer first becomes aware that the Access Component is not being used for such purposes,
 and, in any event, within 5 Business Days after that cessation or first becoming aware.
- (d) Where the [NBN Co Operations Manual](#) sets out processes for the giving of a notice under section 3.6(c), Customer must give that notice in accordance with those processes.

3.7 Use of Access Components as inputs to supply of Downstream Priority Assistance Services

- (a) When placing an order for the supply of an Access Component that will be used as an input to the supply of Customer Products or Downstream Products that are Downstream Priority Assistance Services, Customer must:
 - i notify NBN Co of that anticipated usage when placing that order for the supply of that Access Component; and
 - ii warrant to NBN Co that the Downstream Customer (who is an End User) has advised the proposed supplier of the Downstream Priority Assistance Service that they, or a member of their household, suffer from a diagnosed life threatening medical condition and believes that they are eligible to receive Downstream Priority Assistance Services under Industry Code ACIF C609:2007 – Priority Assistance for Life Threatening Medical Conditions.
- (b) Customer must not give a notification or warranty referred to in section 3.7(a) unless the Downstream Customer (who is an End User) has advised the proposed supplier of the Downstream Priority Assistance Service that they, or a member of their household, suffer from a diagnosed life threatening medical condition and believe that they are eligible to receive Downstream Priority Assistance Services under Industry Code ACIF C609:2007 – Priority Assistance for Life Threatening Medical Conditions.

- (c) Customer must notify NBN Co if an Access Component (which Customer has notified NBN Co as being an Access Component that is used as an input to the supply of Downstream Priority Assistance Services) is not or is no longer being used as an input to the supply of Customer Products or Downstream Products that are Downstream Priority Assistance Services as soon as reasonably practicable after:
 - i that Access Component ceases to be used for such purposes; or
 - ii Customer first becomes aware that the Access Component is not being used for such purposes,
 and, in any event, within 5 Business Days after that cessation or first becoming aware.
- (d) Where the [NBN Co Operations Manual](#) sets out processes for the giving of a notice under section 3.7(c), Customer must give that notice in accordance with those processes.
- (e) Customer agrees to work collaboratively with NBN Co to minimise, to the greatest extent practicable, the number of instances where Customer gives a warranty under section 3.7(a) and the Access Component is not used as an input to the supply of Customer Products or Downstream Products that are Downstream Priority Assistance Services.
- (f) NBN Co may, acting reasonably, require Customer to conduct an audit in respect of warranties given by Customer under section 3.7(a) in accordance with the terms and processes set out in the [NBN Co Operations Manual](#).

3.8 Availability

- (a) Customer agrees that the supply of the NFAS by NBN Co to Customer is subject to, among other things, the availability of the various Product Components of the NFAS at the time at which Customer places an order for those Product Components of the NFAS.
- (b) The [NBN Co Operations Manual](#) provides further information regarding availability.

4 Product-specific supply terms

4.1 Introduction

This section 4 sets out terms that specifically apply to the supply of the NFAS only.

4.2 Configuration of UNI-V parameters

- (a) The [Product Technical Specification for the NFAS](#) set out NBN Co's recommended configuration of UNI-V parameters.

- (b) If Customer acquires access to a UNI-V as part of NBN Co's supply of the NFAS to Customer, Customer:
 - i must ensure that the UNI-V parameters for the UNI-V it acquires are configured in accordance with the [Product Technical Specification for the NFAS](#) and as certified through the on-boarding process that is conducted in accordance with the [NBN Co Operations Manual](#); and
 - ii must not, without the prior written approval of NBN Co, modify:
 - A the configuration of those UNI-V parameters (including the configuration dial-plan); or
 - B the processes for downloading the configuration of those UNI-V parameters,
 from those parameters certified through the on-boarding process that is conducted in accordance with the [NBN Co Operations Manual](#).

4.3 Connections to the UNI

- (a) NBN Co is not responsible for any connections made on the End User-side of any UNI on an NTD at a Premises in connection with Customer's acquisition of the NFAS in respect of that Premises.
- (b) NBN Co is not responsible for the supply, connection, operation or maintenance of any customer premises equipment (other than the NTD) at a Premises, in connection with NBN Co's supply of the NFAS in respect of that Premises.

4.4 Connections to NBN Co's appearance on the NBN Co ODF

- (a) Customer is responsible for separately acquiring, operating and maintaining all connections made to the Customer-side of NBN Co's appearance on the NBN Co ODF associated with the NNI.
- (b) NBN Co is not responsible for any connections made to the Customer-side of NBN Co's appearance on the NBN Co ODF associated with the NNI.

4.5 Business Rules

Customer must comply with the Business Rules when using the NFAS.

4.6 Fair use policy for NFAS

- (a) NBN Co and Customer agree that:
 - i the NFAS has been designed to be used as an input to the supply of mass market retail broadband services and applications by Customer

- and Downstream Customers to residential or small business End Users in respect of Premises that are used as residences or for the conduct of small businesses;
 - ii the NFAS, in particular the AVC in traffic class 4 (**AVC TC-4**), is supplied to Customer using shared network resources over which NBN Co supplies other products and services to Customer and Other NBN Co Customers; and
 - iii Customer's compliance with the NFAS Fair Use Policy (set out in section 4.6(b) below) will assist in ensuring that each End User's experience of mass market retail broadband services and applications that rely on the NFAS as an input will not be adversely impacted by inappropriate or excessive use of the NFAS by Customer, any Downstream Customer or any other End User, or that any such adverse impact will be minimised.
- (b) Customer must not use the NFAS, or permit a Downstream Customer to use a Customer Product or Downstream Product that relies on the NFAS as an input, in a manner that NBN Co regards, acting reasonably and with regard to the matters described in section 4.6(a), as inappropriate or excessive use of the NFAS (the **NFAS Fair Use Policy**).
- (c) For the purposes of the NFAS Fair Use Policy, NBN Co considers that inappropriate or excessive use of the NFAS includes using the AVC TC-4 to support:
- i substantial carrier or service provider data aggregation applications (such as backhaul for mobile base stations and multiplexed access systems and/or networks) that result in substantial and continuous network throughput; or
 - ii connections for the purpose of providing or enabling carrier or service provider interconnection.
- (d) NBN Co does not intend to, and will not, administer or apply the NFAS Fair Use Policy to limit:
- i the types or ranges of plans for mass market retail broadband services or applications which rely on the NFAS as an input that may be offered by Customer or any Downstream Customers; or
 - ii the types of networking devices (including routers, gateways and femtocells) that can be used by residential or small business End Users in connection with any mass market retail broadband services or applications which rely on the NFAS as an input that may be offered by Customer or any Downstream Customers, provided that:

- A such networking devices are being used by End Users for residential or small business purposes only; and
 - B without limiting the foregoing, the traffic volumes being managed or handled by the networking device do not exceed the traffic volumes that would reasonably be expected to be managed or handled by a networking device when used for residential or small business purposes.
- (e) The parties agree that any breach of the NFAS Fair Use Policy is deemed to be a breach of the Business Rules.

4.7 “First service required date” data

In respect of each New Development site, NBN Co will provide to Customer data that is provided to NBN Co by the developer of that New Development site that can be used by Customer to determine the “first service required date” for that New Development site in accordance with the process set out in the [NBN Co Operations Manual](#).

4.8 Hand back obligations

- (a) Within a reasonable period of the commencement of supply of both of the Access Components in respect of a Premises (and in any event, within 4 weeks after the commencement of that supply), Customer must start providing a Customer Product to a Downstream Customer that relies on those Access Components as an input.
- (b) After Customer has started providing a Customer Product to a Downstream Customer that relies on the Access Components as an input, Customer must not cease supplying that Customer Product for a continuous period of more than 4 weeks without cancelling the acquisition of those Access Components.
- (c) If Customer fails to comply with sections 4.8(a) or 4.8(b), except where that failure is contributed to by NBN Co, then NBN Co may, by giving 5 Business Days written notice to Customer, withdraw Customer’s right to access and use those Access Components and offer any Other NBN Co Customer the option to access and use those Access Components.
- (d) By way of example only, if:
 - i Customer has optionally selected to access and use the UNI-V on an NTD to support the supply of telephony services in respect of a Premises; and
 - ii within a reasonable period of the commencement of supply of both of the Access Components in respect of that Premises (and in any event, within 4 weeks after the commencement of that supply),

Customer does not start providing telephony services that rely on that UNI-V in respect of that Premises,

then, without limiting any other rights that NBN Co may have, NBN Co may, by giving 5 Business Days written notice to Customer, withdraw Customer's right to access and use that UNI-V (and the associated AVC) and offer any Other NBN Co Customer the option to access and use that UNI-V (and the associated AVC).

4.9 NBN Pass-Through Information

- (a) From time to time, NBN Co may provide information to Customer that is relevant to a Downstream Customer (who is an End User) when accessing and using certain parts of the NBN Co Fibre Network used to supply the NFAS (**NBN Pass-Through Information**).
- (b) Unless otherwise agreed by NBN Co in writing, Customer must (and must procure that its Downstream Customers):
 - i provide NBN Pass-Through Information to each of their Downstream Customers (who are End Users) without delay after receiving NBN Pass-Through Information from NBN Co; and
 - ii use reasonable endeavours to ensure that each of their Downstream Customers (who are End Users) comply with any requirements set out in any NBN Pass-Through Information.
- (c) Customer may:
 - i provide NBN Pass-Through Information to its Downstream Customers (who are End Users) in any manner or form that Customer thinks fit; and
 - ii permit its Downstream Customers to provide NBN Co Pass-Through Information to their Downstream Customers (who are End Users) in any manner or form that Downstream Customer thinks fit.
- (d) By way of example only, NBN Co Pass-Through Information may include information regarding:
 - i the requirement for Downstream Customers (who are End Users) to ensure that a 240 volt mains power supply is made available to supply electricity to the NTD; and
 - ii responses required to alarms that may be generated by the NTD.

4.10 UNI-V cannot be supplied on a standalone basis

Where Customer is optionally acquiring access to and use of a UNI-V on an NTD at a Premises, if Customer cancels the supply of the UNI-D or the associated AVC in

respect of the NTD at the Premises, then NBN Co may contemporaneously or at any time thereafter cancel the supply of the UNI-V in respect of that NTD at that Premises.

4.11 VLAN tagging

Customer must comply with the Virtual Local Area Network (VLAN) tagging scheme set out in the [Product Technical Specification for the NFAS](#).

4.12 24/7 Priority Assistance Contact Service

(a) NBN Co will establish and operate a 24 hour per day / 7 day per week contact service for the purposes of enabling Customer to contact NBN Co to obtain information regarding the status of orders that have been placed and faults that have been reported by Customer in respect of the NFAS where the NFAS is being used as an input to the supply of a Downstream Priority Assistance Service (**24/7 Priority Assistance Contact Service**).

(b) If:

- i Customer places an order or reports a fault in respect of the NFAS where the NFAS is being used as an input to the supply of a Downstream Priority Assistance Service; and
- ii NBN Co becomes aware that the order or fault will not, or is likely not to be, fulfilled or rectified (as applicable) within a timeframe established by an applicable Service Level,

NBN Co will notify Customer of that fact as soon as practicable after NBN Co becomes aware of that fact.

(c) The contact details for the 24/7 Priority Assistance Contact Service are set out in the Contact Details Register.

(d) Customer may contact the 24/7 Priority Assistance Contact Service for the purpose of obtaining information regarding the status of orders that have been placed and faults that have been reported by Customer in respect of the NFAS where the NFAS is being used as an input to the supply of a Downstream Priority Assistance Service.

(e) If the [NBN Co Operations Manual](#) sets out any terms, rules or processes in relation to Customer contacting the 24/7 Priority Assistance Contact Service, Customer must comply with those terms, rules or processes.

5 Service assurance package

(a) The following Service Levels will apply to NBN Co's supply of the NFAS to Customer:

- i Type 1 Connection Service Levels;
- ii Type 2 Connection Service Levels;
- iii Priority Assist Connection Service Levels;
- iv Standard NFAS Fault Rectification Service Levels;
- v Enhanced NFAS Fault Rectification Service Levels;
- ~~vi~~ Priority Assist NFAS Fault Rectification Service Levels;
- ~~vii~~ Kept Appointment Service Levels;
- ~~viii~~ AVC Modification Service Levels;
- ~~ix~~ CVC Activation Service Levels;
- ~~x~~ CVC Modification Service Levels;
- ~~xi~~ NNI Bearer Activation Service Levels;
- ~~xii~~ Type 1/Type 2 Connection Appointments Met Service Level; and
- ~~xiii~~ Type 1/Type 2 Connection Appointments Rescheduled Service Level.

- (b) Details in regards to these Service Levels are set out in the [Service Levels Schedule](#).

6 Charges

The following Charges apply (where applicable) in connection with NBN Co's supply of the NFAS to Customer:

Description	Amount
AVC TC-4 (including UNI-D) Recurring Charges	Refer to section 2.1-(a) of the Price List
<u>AVC TC-1 Recurring Charges</u>	<u>Refer to section 2.1(b) of the Price List</u>
CVC TC-1 Recurring Charges	Refer to section section 2.2 of the Price List
CVC TC-4 Recurring Charges	Refer to section section 2.3 of the Price List
NNI Bearer Recurring Charges	Refer to section 2. 6 5 of the Price List
<u>Enhanced NFAS Fault Rectification Service Level Charge</u>	<u>Refer to section 2.6 of the Price List</u>
Installation and activation Charges	Refer to section 3.1 of the Price List
Service modification Charges	Refer to section 3.2 of the Price List
Service management Charges	Refer to section 3.3 of the Price List

7 Defined terms and interpretation

- (a) A capitalised term that is used in this Product Description and is defined in:
 - i the Dictionary for the Wholesale Broadband Agreement, has the meaning given to that term in the Dictionary for that agreement; or
 - ii in this section 7, has the meaning given to that term in this section 7.
- (b) In this Product Description:

10GBaseER has the meaning given to that NNI Bearer Profile as described in the Product Technical Specification for the NFAS.

1000BaseEX has the meaning given to that NNI Bearer Profile as described in the Product Technical Specification for the NFAS.

10GBaseLR has the meaning given to that NNI Bearer Profile as described in the Product Technical Specification for the NFAS.

1000BaseLX has the meaning given to that NNI Bearer Profile as described in the Product Technical Specification for the NFAS.

24/7 Priority Assistance Contact Service has the meaning given to that term in section 4.12(a).

Access Component means, in respect of the NFAS, the UNI and/or the AVC, as the context requires.

Access Virtual Circuit or **AVC** has the meaning given to that term in section 1.1(b)ii.

AVC TC-1 Bandwidth Profile has the meaning given to that term in section 2.2(d).

AVC TC-4 has the meaning given to that term in section 4.6(a)ii.

AVC TC-4 Bandwidth Profile has the meaning given to that term in section 2.2(a).

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

Connectivity Virtual Circuit or **CVC** has the meaning given to that term in section 1.1(b)iii.

CSA has the meaning given to that term in section 1.1(a)ii.

CVC Bandwidth Profile has the meaning given to that term in section 2.3(a).

CVC TC-1 has the meaning given to that term in section 3.4.

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

Designated Customer, in respect of an NTD at any given point in time, means Customer where, at that given point in time:

- i NBN Co is not supplying access to a UNI-V on that NTD to Customer or any Other NBN Co Customer, but NBN Co has supplied access to the UNI-D on that NTD to Customer for a longer continuous period than NBN Co has supplied access to any other UNI-D on that NTD to any Other NBN Co Customer;
- ii NBN Co is supplying access to a UNI-V on that NTD to Customer and is not supplying access to any other UNI-V on that NTD to any Other NBN Co Customer; or
- iii NBN Co is supplying access to a UNI-V on that NTD to Customer and access to another UNI-V on that NTD to any Other NBN Co Customer, where NBN Co has supplied access to the UNI-V on that NTD to Customer for a longer continuous period than NBN Co has supplied access to any other UNI-V on that NTD to any of those Other NBN Co Customers.

Downstream CSG Service has the meaning given to that term in respect of that Service Level in the [Service Levels Schedule](#).

Downstream Priority Assistance Service has the meaning given to that term in the [Service Levels Schedule](#).

First Battery means the first battery installed by or on behalf of NBN Co in respect of the NTD at a Premises on or about the time of the installation of that NTD at that Premises.

First Battery Credit Amount has the meaning given to that term in the [Price List](#).

First Battery Warranty Period means a period of 2 years starting from (and including) the date on which the First Battery is installed in respect of the NTD at a Premises.

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

NBN Co ODF means the NBN Co optical distribution frame.

NBN Co Platform Interfacing Service means the NBN Co Platform Interfacing Service described in the [Service Description for the NBN Co Platform Interfacing Service](#).

NBN Pass-Through Information has the meaning given to that term in section 4.9(a).

NBN Serviceable means a Premises that:

- iv is located within the footprint of the NBN Co Fibre Network and is located within a fibre serving area module which NBN Co has declared to be ready for service; and
- v NBN Co has determined is serviceable by the NBN Co Fibre Network (as shown by the result of a Service Qualification Enquiry made in respect of that Premises through the NBN Co Platform Interfacing Service).

New Development means broadacre developments and constructions, regardless of the number of lots, premises or units involved and regardless of whether they are residential, commercial, industrial, government or of some other type, as published and updated from time to time on NBN Co's Website.

NFAS has the meaning given to that term in section 1.1(a).

NFAS Fair Use Policy has the meaning given to that term in section 4.6(b).

NNI has the meaning given to that term in section 1.1(a)ii.

NNI Bearer Profile ~~has, in relation to an NNI bearer, means~~ the ~~meaning given to that term in section 2.4(a), profile chosen from the profiles in Table 5.~~

NTD has the meaning given to that term in section 1.1(a)i.

POI has the meaning given to that term in section 1.1(a)ii.

Service Qualification Enquiry has the meaning given to that term in the [Service Description for the NBN Co Platform Interfacing Service](#).

TC-1 (CIR) Data Transfer Rate means the Data Transfer Rate for traffic class 1, as specified in section 2.2(d).

TC-4 Data Transfer Rate means the Data Transfer Rate for traffic class 4, as specified in section 2.2(a).

Type 1 Connection has the meaning given to that term in section 3.1(a) of the [Service Levels Schedule](#).

Type 2 Connection has the meaning given to that term in section 3.2(a) of the [Service Levels Schedule](#).

UNI has the meaning given to that term in section 1.1(a)i.

User Network Interface – Data or **UNI-D** means a data port on an NTD.

User Network Interface – Voice or **UNI-V** has the meaning given to that term in section 2.1(b).

- (c) The rules of interpretation set out in clause H5 of the Wholesale Broadband Agreement apply to this Product Description.
- (d) References to download and upload speeds in this Product Description are to the maximum peak speeds that the NBN Co Network is designed to make available to Customer. The speeds actually experienced by Downstream Customers and End Users will depend upon a number of factors including the contention ratios that are determined by Customer; the equipment that is used by Customer, Downstream Customers and End Users; the nature and quality of the Downstream Product acquired by Downstream Customers; the number of simultaneous End Users using the relevant Downstream Product; and the nature and quality of the connection at the relevant Premises.



Product Description

Tasmania Tri-Area Service

STAGE 1.0



This document forms part of NBN Co's Wholesale Broadband Agreement which is a Standard Form of Access Agreement for the purposes of Part XIC of the Competition and Consumer Act 2010.

NBN Co Limited

Tasmania Tri-Area Service Product Description

30/11/2011

Stage: 1.0

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Environment

NBN Co asks that you consider the environment before printing this document.

1 Acknowledgements

1.1 Relationship between TTAS and the Wholesale Broadband Agreement

- (a) The Tasmania Tri-Area Service (**TTAS**) is a Product under the Wholesale Broadband Agreement.
- (b) Customer may order, and NBN Co will supply, the TTAS in respect of Premises within the TTAS Release Sites under and in accordance with the terms of the Wholesale Broadband Agreement.
- (c) The TTAS is supplied by NBN Co with the assistance of NBN Co's Contractor. Accordingly, the networks, systems, equipment and facilities that are used by NBN Co to supply the TTAS (including the point of interconnection and the platforms used for activation and assurance) are different from the networks, systems equipment and facilities that are used by NBN Co to supply other Products. These differences are further described in the TTAS Operations Support Manual.
- (d) The TTAS Release Sites form part of the NBN Co Fibre Network.
- (e) By ordering the TTAS under the Wholesale Broadband Agreement in respect of a Premises, that TTAS will become an Ordered Product for the purposes of the Wholesale Broadband Agreement, and subject to sections 1.2 and 5 below, the terms of the Wholesale Broadband Agreement will apply in respect of the supply of that TTAS in respect of that Premises (**Ordered TTAS**).

1.2 TTAS Operations Support Manual

- (a) Subject to section 1.2(b), the [NBN Co Operations Manual](#), as set out and referred to throughout the Wholesale Broadband Agreement, will not apply in respect of the supply of the TTAS.
- (b) The Billing module of the [NBN Co Operations Manual](#), as set out and referred to throughout the Wholesale Broadband Agreement, will apply in respect of the supply of the TTAS, including in respect of Customer making claims for the Backhaul Rebate and CSG Compensation Contributions in respect of the TTAS.
- (c) On Customer's request, NBN Co will provide Customer with an operations support manual in respect of the supply of the TTAS (**TTAS Operations Support Manual**), which will form part of the Wholesale Broadband Agreement but only to the extent it applies to the supply of the TTAS.
- (d) Customer must comply with the TTAS Operations Support Manual.

- (e) The TTAS Operations Support Manual will constitute Confidential Information of NBN Co for the purpose of clause D1 of Wholesale Broadband Agreement.

2 Tasmania Tri-Area Service

2.1 What is the TTAS?

- (a) The TTAS product construct is depicted in the diagram set out below:

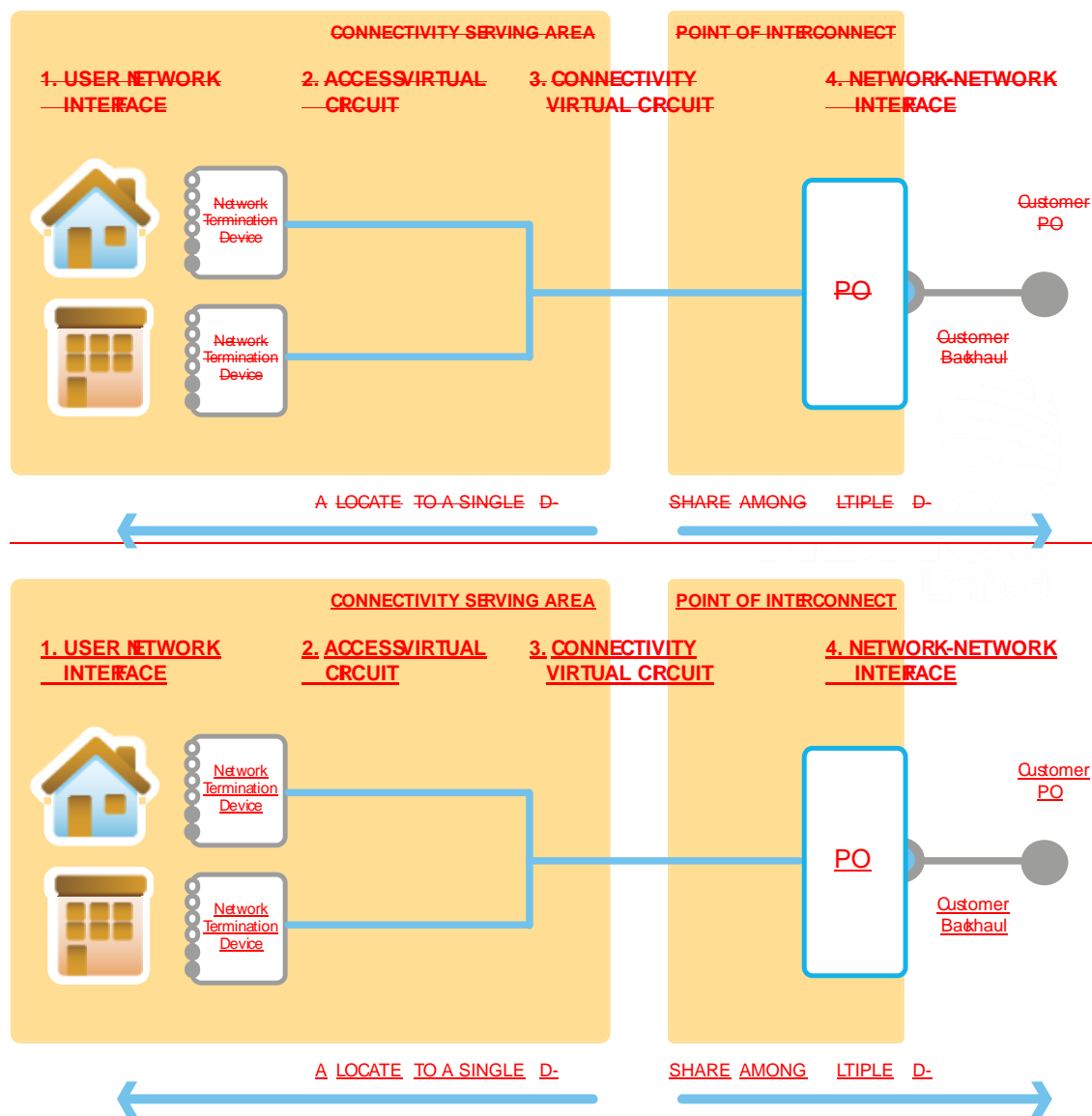


Figure 1: TTAS product construct

- (b) The Product Features of the TTAS are described in section 3.
- (c) The boundaries of the TTAS are:
- i the End User-side of the UNI on the NTD located at the Premises to which the TTAS is supplied; and

- ii the Customer-side of the NNI at the POI associated with the CSA in which that Premises is located.
- (d) The NNI at the POI associated with the CSA in which the relevant Premises is located is at Cambridge, Tasmania.
- (e) Customer is required to connect to the NNI at NBN Co's appearance on the NBN Co ODF associated with that NNI to interconnect the Customer Network with the NBN Co Fibre Network.

2.2 Connectivity Serving Areas and Points of Interconnection

- (a) The parties agree that:
 - i every Premises in respect of which NBN Co may supply the TTAS is located within a CSA;
 - ii every CSA is associated with one POI;
 - iii every POI is associated with one CSA; and
 - iv NBN Co will determine:
 - A the CSA that is associated with each Premises to which NBN Co is to supply the TTAS;
 - B the POI that is associated with that CSA; and
 - C the location of each POI, which must be located in accordance with the terms of the Wholesale Broadband Agreement.
- (b) NBN Co will make the information referred to in section 2.2(a)iv available to Customer as soon as reasonably practicable after Customer requests this information from its NBN Co account manager.

2.3 Battery back-up

- (a) The NTD located at a Premises to which NBN Co supplies the TTAS will include functionality that supports the operation of a battery back-up unit in respect of the UNI-V on that NTD in the event of a mains power failure in respect of that NTD. This functionality does not support the operation of a battery back-up unit in respect of any UNI-D.
- (b) Where Customer places an order for the supply of the TTAS in respect of a UNI-V on an NTD at a Premises on or after 1 October 2011, NBN Co will supply and install the First Battery that will support the operation of battery back-up functionality in respect of the UNI-V on the NTD at NBN Co's cost and expense. In respect of battery back-up units for NTDs referred to in this

paragraph, NBN Co is not responsible for maintaining the First Battery or supplying, installing or maintaining any replacement batteries.

- (c) Where Customer has placed an order for the supply of the TTAS in respect of a UNI-V on an NTD at a Premises on or before 30 September 2011, NBN Co will deliver to the Premises (along with instructions that enable a reasonable end user to install the battery in the NTD) the First Battery that will support the operation of battery back-up functionality in respect of the UNI-V on the NTD at NBN Co's cost and expense. In respect of battery back-up units for NTDs referred to in this paragraph, NBN Co is not responsible for installing or maintaining the First Battery or supplying, installing or maintaining any replacement batteries.
- (d) If, and for so long as, Customer is the Designated Customer in respect of an NTD, Customer is responsible for:
 - i maintaining the First Battery; and
 - ii subject to section 2.3(f), supplying, installing and maintaining all replacement batteries,
 at Customer's own cost and expense.
- (e) If, and for so long as, Customer is the Designated Customer in respect of an NTD, Customer must comply with NBN Co's directions (if any) in relation to the supply, installation and maintenance of all replacement batteries, including:
 - i the technical specifications for replacement batteries; and
 - ii the processes in accordance with which supply, installation and maintenance of replacement batteries is to be performed,
 at Customer's own cost and expense.
- (f) If:
 - i a fault or defect occurs in the operation of the First Battery in respect of an NTD during the First Battery Warranty Period;
 - ii Customer is the Designated Customer in respect of that NTD at the time at which that fault or defect occurs; and
 - iii as a result of that fault or defect Customer installs a replacement battery in respect of that NTD:
 then:

- iv Customer may make a First Battery warranty claim in accordance with the processes set out in the TTAS Operations Support Manual; and
 - v NBN Co will give to Customer the First Battery Credit Amount in accordance with the processes set out in the TTAS Operations Support Manual on the condition that the First Battery warranty claim satisfies any conditions specified in the TTAS Operations Support Manual.
- (g) If Customer becomes or ceases to be the Designated Customer in respect of an NTD, NBN Co will promptly notify Customer of that change of status. If the TTAS Operations Support Manual specifies the manner in which NBN Co must provide such notice, NBN Co will provide such notice in accordance with those requirements, but may otherwise provide such notice to Customer in any manner reasonably determined by NBN Co.
- (h) NBN Co is not responsible for notifying Customer of any alarms that might be generated by the NTD or the battery back-up unit, including those in relation to the status, performance or maintenance requirements of any battery installed in the battery back-up unit for that NTD.
- (i) NBN Co will not initially levy charges on Customer for the supply, installation (where applicable) and activation (where applicable) of a battery back-up unit and the First Battery for the delivery of back-up power to the UNI-V on the NTD in the event of a mains power failure in respect of that NTD, but may do so in circumstances where NBN Co is permitted to charge, or is not restricted from charging, such a levy under any law, policy, regulation, order or government direction.
- (j) Section 7.3 sets out Customer's obligations in regards to NBN Pass-Through Information, which may include information that relates to the battery back-up power supply and the requirements in respect of the supply of mains power to an NTD.

2.4 Exclusions

- (a) Customer agrees that the TTAS is one element of the overall network supply chain that is required by Customer to provide an end-to-end Carriage Service or Content Service to Downstream Customers.
- (b) Customer must provide to itself or acquire from third parties other elements of the overall network supply chain required to provide an end-to-end Carriage Service or Content Service to Downstream Customers.
- (c) The diagram set out below depicts the TTAS as part of the overall network supply chain that is required by Customer to provide an end-to-end Carriage Service or Content Service to Downstream Customers:

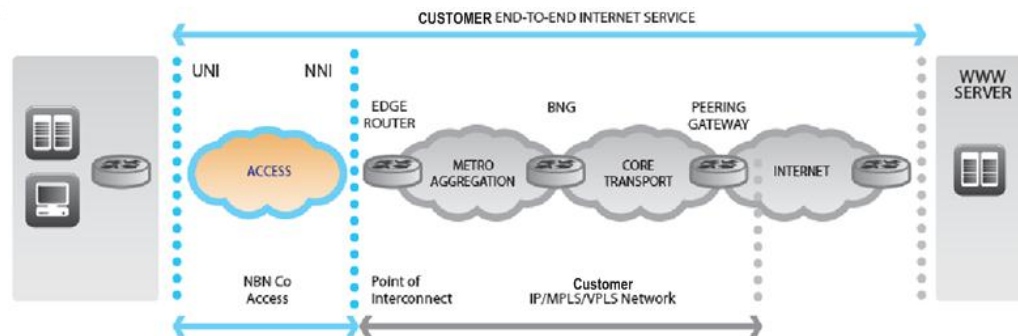


Figure 2: The TTAS in the context of a typical end-to-end Internet service that may be offered by Customer to its own Downstream Customers who are End Users.

- (d) Customer agrees that the TTAS does not include:
- i facilities access at the location of the relevant POI;
 - ii any backhaul transmission, cross connects or cabling from the Customer-side of NBN Co's appearance on the NBN Co ODF at which Customer connects the Customer Network to the NNI at the relevant POI;
 - iii any cabling that may be required or installed between a UNI on an outdoor NTD at or near a Premises and any internal wall plate within that Premises;
 - iv any content or applications, including IP transit, Internet gateway connection, customer premises equipment (other than the NTD), BGP routing, soft switching infrastructure and all international connectivity associated with the supply of the TTAS; or
 - v any other end user equipment, such as personal computers and network attached storage solutions.

2.5 Access may not be continuous or free of faults

Customer agrees that access to and use of the TTAS will not be continuous or free of faults. Customer also agrees that access to and use of the TTAS may be subject to outages and/or be interrupted by NBN Co in accordance with the Wholesale Broadband Agreement so as to enable NBN Co to rectify faults or perform maintenance, or for other reasons set out in the Wholesale Broadband Agreement.

3 Product Features

NBN Co will supply the TTAS in accordance with the Product Features set out in this section 3.

3.1 Bandwidths

- (a) The TTAS is available with the following bandwidths for the AVC:

Bandwidths	Downstream (Mbps)*	Upstream (Mbps)*
1	12	1
2	25	5
3	50	20
4	100	40

Table 1a: Available bandwidths for AVC. *To be read subject to section 11(e).

(b) The TTAS is available with the following bandwidths for the CVC:

Bandwidths	Downstream (Mbps)*	Upstream (Mbps)*
1	100	100
2	150	150
3	200	200
4	250	250
5	300	300
6	400	400
7	500	500
8	600	600
9	700	700
10	800	800
11	900	900
12	1000	1000

Table 1b: Available bandwidths for CVC. *To be read subject to section 11(e).

3.2 Open access

The TTAS does not provide exclusive access to the NTD at a Premises within the TTAS Release Sites. Rather, multiple access circuits may be simultaneously provided to the NTD at a Premises within the TTAS Release Sites from one or more retail service providers over the common optical fibre physical connection.

3.3 Customer responsibilities

The provision of end-to-end Quality of Service (**QoS**) will be the responsibility of Customer, and Customer will be responsible for engineering and tagging of different packets on the UNI on the NTD at a Premises within the TTAS Release Sites, and also at the Customer NNI located at the POI.

3.4 POI and CVCs

Customer will collect its Downstream Customers who are End Users for a given TTAS area at the POI. NBN Co delivers the Customer's AVCs to the POI via a CVC. This will be performed in conjunction with NBN Co's Contractor.

3.5 Voice access

The AVCs may be purchased with the option of terminating Voice-on-IP on the NTD. The TTAS will support the provision of an analogue voice port to support Customer creating a voice access service. The voice port will be integrated into the NTD at the subscriber premises and will provide a traditional 2-wire telephone connection. The NTD will provide a SIP user-agent functionality to enable interconnection with Customer's voice switch infrastructure.

3.6 Multicast

The CVCs may be purchased with the option of delivering multicast to NTDs. The multicast stream is delivered within the bandwidth ordered for the CVC. The multicast stream is delivered in addition to the bandwidth ordered for the AVC.

4 Ordering, varying and cancelling supply

4.1 Ordering, varying and cancelling supply

Customer must comply with the terms, rules and processes that apply to the ordering, variation and cancellation of the supply of the Product Features of the TTAS that are set out in the TTAS Operations Support Manual.

4.2 Use of Access Components as inputs to supply of Downstream CSG Services

- (a) When placing an order for the supply of an Access Component that will be used as an input to the supply of a Customer Product or Downstream Product that is a Downstream CSG Service, Customer must:
 - i notify NBN Co of that usage when placing that order for the supply of that Access Component; and
 - ii warrant to NBN Co that Customer has reasonable grounds to believe that the Access Component will be used for that purpose.
- (b) Customer must not give a notification or warranty referred to in section 4.2(a) unless Customer has reasonable grounds to believe that the Access Component will be used as an input to the supply of a Customer Product or Downstream Product that is a Downstream CSG Service.
- (c) Customer must notify NBN Co if an Access Component (which Customer has notified NBN Co as being an Access Component that is used as an input to the supply of Downstream CSG Services) is not or is no longer being used as an input to the supply of Customer Products or Downstream Products that are Downstream CSG Services as soon as reasonably practicable after:
 - i that Access Component ceases to be used for such purposes; or

- ii Customer first becomes aware that the Access Component is not being used for such purposes,
- and, in any event, within 5 Business Days after that cessation or first becoming aware.
- (d) Where the [TTAS Operations Support Manual](#) sets out processes for the giving of a notice under section 4.2(c), Customer must give that notice in accordance with those processes.

5 On-boarding

NBN Co waives, and Customer is not required to complete, any on-boarding processes or activities, including any test activities, set out or referred to in the Wholesale Broadband Agreement in respect of the TTAS.

6 Backhaul Rebate

- (a) NBN Co will provide to Customer a 100% rebate on the backhaul charges paid by Customer to Aurora Energy for Customer's use of the link between Aurora Energy's POI located at Cambridge, Tasmania and the Customer POP in Hobart, Tasmania during the period from 1 October 2011 until the date on which NBN Co makes available alternative POI arrangements (the **Backhaul Rebate**).
- (b) NBN Co will only be obliged to provide the Backhaul Rebate to Customer in respect of Customer use of the link referred to in section 6(a) where the capacity used by Customer on that link during a period is less than or equal to the capacity of the CVC acquired by Customer from NBN Co during the same period.
- (c) NBN Co will only be obliged to provide the Backhaul Rebate to Customer if Customer provides a valid invoice and evidence of payment of the backhaul charges referred to in section 6(a), which is satisfactory to NBN Co (this is the "supplementary material" for the purposes of Module 5 (Billing) of the [NBN Co Operations Manual](#)).
- (d) NBN Co will only be obliged to provide the Backhaul Rebate to Customer if Customer claims the Backhaul Rebate from NBN Co in accordance with the processes set out in the [NBN Co Operations Manual](#).
- (e) Where NBN Co is obliged to provide the Backhaul Rebate to Customer, NBN Co will provide the Backhaul Rebate to Customer in accordance with the processes set out in the [NBN Co Operations Manual](#).

7 Customer's rights and obligations

7.1 Usage

- (a) Customer may only use the TTAS for the purposes of providing Carriage Services or Content Services to Downstream Customers.
- (b) Customer agrees that the TTAS has not been designed to support the supply of Customer Products that are Priority Assistance services.
- (c) Customer must not:
 - i use the TTAS; or
 - ii permit a Downstream Customer to use the TTAS,as an input to the supply of Customer Products that are Priority Assistance services.

7.2 Connections to the UNI

- (a) NBN Co is not responsible for any connections made on the End User-side of any UNI on an NTD at a Premises in connection with Customer's acquisition of the TTAS in respect of that Premises.
- (b) NBN Co is not responsible for the supply, connection, operation or maintenance of any customer premises equipment (other than the NTD) at a Premises, in connection with NBN Co's supply of the TTAS in respect of that Premises.

7.3 NBN Pass-Through Information

- (a) From time to time, NBN Co may provide information to Customer that is relevant to a Downstream Customer (who is an End User) when accessing and using certain parts of the NBN Co Fibre Network used to supply the TTAS (**NBN Pass-Through Information**).
- (b) Unless otherwise agreed by NBN Co in writing, Customer must (and must procure that its Downstream Customers):
 - i provide NBN Pass-Through Information to each of their Downstream Customers (who are End Users) without delay after receiving NBN Pass-Through Information from NBN Co; and
 - ii use reasonable endeavours to ensure that each of their Downstream Customers (who are End Users) comply with any requirements set out in any NBN Pass-Through Information.
- (c) Customer may:

- i provide NBN Pass-Through Information to its Downstream Customers (who are End Users) in any manner or form that Customer thinks fit; and
 - ii permit its Downstream Customers to provide NBN Co Pass-Through Information to their Downstream Customers (who are End Users) in any manner or form that Downstream Customer thinks fit.
- (d) By way of example only, NBN Co Pass-Through Information may include information regarding the requirement for Downstream Customers (who are End Users) to ensure that a 240 volt mains power supply is made available to supply electricity to the NTD.

7.4 Business Rules

Customer must comply with the Business Rules when using the TTAS.

7.5 Fair use policy for TTAS

- (a) NBN Co and Customer agree that:
- i the TTAS has been designed to be used as an input to the supply of mass market retail broadband services and applications by Customer and Downstream Customers to residential or small business End Users in respect of Premises that are used as residences or for the conduct of small businesses;
 - ii the TTAS, in particular the AVC in traffic class 4 (**AVC TC-4**), is supplied to Customer using shared network resources over which NBN Co supplies other products and services to Customer and Other NBN Co Customers; and
 - iii Customer's compliance with the TTAS Fair Use Policy (set out in section 7.5(b) below) will assist in ensuring that each End User's experience of mass market retail broadband services and applications that rely on the TTAS as an input will not be adversely impacted by inappropriate or excessive use of the TTAS by Customer, any Downstream Customer or any other End User, or that any such adverse impact will be minimised.
- (b) Customer must not use the TTAS, or permit a Downstream Customer to use a Customer Product or Downstream Product that relies on the TTAS as an input, in a manner that NBN Co regards, acting reasonably and with regard to the matters described in section 7.5(a), as inappropriate or excessive use of the TTAS (the **TTAS Fair Use Policy**).
- (c) For the purposes of the TTAS Fair Use Policy, NBN Co considers that inappropriate or excessive use of the TTAS includes using the AVC TC-4 to support:

- i substantial carrier or service provider data aggregation applications (such as backhaul for mobile base stations and multiplexed access systems and/or networks) that result in substantial and continuous network throughput; or
 - ii connections for the purpose of providing or enabling carrier or service provider interconnection.
- (d) NBN Co does not intend to, and will not, administer or apply the TTAS Fair Use Policy to limit:
 - i the types or ranges of plans for mass market retail broadband services or applications which rely on the TTAS as an input that may be offered by Customer or any Downstream Customers; or
 - ii the types of networking devices (including routers, gateways and Femtocells) that can be used by residential or small business End Users in connection with any mass market retail broadband services or applications which rely on the TTAS as an input that may be offered by Customer or any Downstream Customers, provided that:
 - A such networking devices are being used by End Users for residential or small business purposes only; and
 - B without limiting the foregoing, the traffic volumes being managed or handled by the networking device do not exceed the traffic volumes that would reasonably be expected to be managed or handled by a networking device when used for residential or small business purposes.
- (e) The parties agree that any breach of this section 7.5 is deemed to be a breach of the Business Rules.

8 Charges

8.1 Charges

- (a) This section 8 sets out the Charges that will apply in respect of NBN Co's supply of the TTAS to Customer.
- (b) The Charges in this section 8 apply in respect of all TTAS supplied on and from 1 October 2011.
- (c) All Charges are quoted exclusive of GST.

8.2 Recurring Charges

- (a) The following ~~Recurring~~recurring Charges apply on and from 1 October 2011 in respect of the supply of the TTAS:

Description*	Charge
AVC Recurring Charges	
12/1 Mbps (downstream / upstream)	\$24 per month
25/5 Mbps (downstream / upstream)	\$27 per month
50/20 Mbps (downstream / upstream)	\$34 per month
100/40 Mbps (downstream / upstream)	\$38 per month
CVC Recurring Charges	
CVC– Minimum purchase 100Mbps then 50Mbps increments up to and including 300Mbps, then 100Mbps increments up to and including 1000Mbps	\$20 per Mbps per month
Interconnect Access Charges	
NNI Interconnect port – 1 Gbps – short range	\$200 per month

Table 2: Recurring Charges applying to supply of the TTAS. Non-recurring charges apply to the supply of new NNI interfaces in addition to existing interfaces. *To be read subject to section 11(e).

8.3 CVC credits

- (a) Subject to sections 8.3(b) and 8.3(c), in respect of every Primary UNI-D & Associated AVC within a CSA that is provided by NBN Co to Customer as at the start of each Billing Period, NBN Co will credit to Customer an amount per Billing Period in respect of each of those Primary UNI-D & Associated AVC within that CSA (in this section 8.3, the **credit amount**). The credit amount is equal to the charge that would otherwise apply to the supply of a 50kbps CVC based on the CVC pricing per Mbps specified in Table 2 applicable during the Billing Period. (For example, if CVC pricing per Mbps at the relevant time is \$20.00, then the credit amount will be \$1.00.) In respect of every Primary UNI-D & Associated AVC within a CSA, NBN Co will ensure that the credit amount is deducted from the total amount payable by Customer to NBN Co in respect of all of the CVCs for that CSA which are provided by NBN Co to Customer as at the start of that Billing Period (and that the relevant invoice is adjusted accordingly).
- (b) In respect of the credit amount that applies to all of the CVCs for a CSA which are provided by NBN Co to Customer pursuant to section 8.3(a), the credit amount will be capped at, and will not exceed, the total recurring Charges that apply in respect of all of the CVCs for that CSA which are provided by NBN Co to Customer.
- (c) NBN Co may review the operation and/or continuation of this section 8.3 as it applies in respect of the period after 30 June 2013. If NBN Co wishes to vary or discontinue the operation of this section 8.3 as it applies in respect of the period after 30 June 2013, NBN Co will provide notice to Customer of that variation or discontinuation in accordance with the provisions of the Wholesale Broadband Agreement.

- (d) For the purposes of this section 8.3, **Primary UNI-D & Associated AVC** means the primary UNI-D and associated AVC that is made available by NBN Co to Customer in respect of an NTD. In respect of each NTD, there is, and can only be, one Primary UNI-D & Associated AVC per Customer, but there can be multiple Primary UNI-D & Associated AVC in respect of an NTD where multiple customers are accessing that NTD.

8.4 Incidental Charges

The following Incidental Charges apply to the supply of the TTAS:

- (a) Installations and activations

Activity	Chargeable unit	Charge
Initial Standard Installation	Per installation	\$0
Initial Non Standard Installation	Time and materials	Hourly Labour Rate plus cost of materials (subject to section 8.4(a)(i) below)
Subsequent Installation	Time and materials	\$270 plus Hourly Labour Rate plus cost of materials (subject to section 8.4(a)(ii) below)
AVC Reactivation	Per reactivation	\$0
CVC Setup / Activation	Per activation	\$0
NNI 1000BaseLX (1Gbps/ 10Kms <u>short range</u>) Setup	Per activation	\$1,000
Service Qualification Enquiry	Per enquiry	\$0

Table 3: Installation and activation Charges.

- (i) For the purposes of the Charges for Initial Non Standard Installations:
- (A) the Charges will only be incurred if Customer or the relevant Downstream Customer (who is an End User) or Customer's authorised representative has consented to the details of a quote provided by NBN Co in respect of that Initial Non Standard Installation;
 - (B) the Charges will only be incurred by Customer in respect of the labour and materials that NBN Co considers is additional to the labour and materials that would have been required if the Installation were considered to be a Initial Standard Installation; and
 - (C) the Charges incurred by Customer will be rounded up to the nearest full hour of labour required to perform the Installation.

- (ii) For the purposes of the Charges for Subsequent Installations:
 - (A) the Charges will only be incurred if Customer has consented to the details of a quote provided by NBN Co in respect of that Subsequent Installation;
 - (B) the Charges will only be incurred by Customer in respect of the labour and materials that NBN Co considers is additional to the labour and materials that would have been required if the Installation were considered to be a Initial Standard Installation;
 - (C) the Charges incurred by Customer will be rounded up to the nearest full hour of labour required to perform the Installation; and
 - (D) the minimum amount of the Charge incurred by Customer is \$270.

- (iii) For the purposes of Table 3 above:

AVC Reactivation means the activation of the AVC for the TTAS to be supplied by NBN Co to Customer in respect of an NTD at a Premises where:

- (A) NBN Co has previously supplied an AVC in respect of that NTD at that Premises; and
- (B) NBN Co (or an Installer) is not required to attend that Premises to activate that AVC.

Connecting Equipment has the meaning given to that term in section 4 of Annexure 4.

CVC Setup / Activation means the setup and activation of a CVC to be supplied by NBN Co to Customer.

Hourly Labour Rate means \$75 per hour.

Initial Installation means the first Installation of Connecting Equipment performed by NBN Co (or an Installer) in respect of a Premises.

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

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

Installation means:

- (A) the installation and make ready for service of Connecting Equipment by NBN Co (or an Installer) at a Premises; or
- (B) the installation, make ready for service and activation of the Connecting Equipment by NBN Co (or an Installer) at a Premises.

Installer has the meaning given to that term in section 4 of Annexure 4 to this Product Description.

NNI 1000BaseLX (1Gbps/~~10Kms~~short range) Setup means the setup and activation of a NNI 1000BaseLX (1Gbps/~~10Kms~~short range) to be supplied by NBN Co to Customer.

Non Standard Installation means an Installation where:

- (A) the conditions set out in section 1 of Annexure 4 to this Product Description are not satisfied; or
- (B) the installation is otherwise considered to be a “non standard installation” in accordance with section 2 of Annexure 4 to this Product Description.

Service Qualification Enquiry has the meaning given to that term in the [Service Description for the NBN Co Platform Interfacing Service](#).

Standard Installation means an Installation where:

- (A) the conditions set out in section 1 of Annexure 4 to this Product Description are satisfied;
- (B) the installation is not in respect of a second or subsequent NTD; and
- (C) the installation is not otherwise considered to be a “non standard installation” in accordance with section 2 of Annexure 4 to this Product Description.

Subsequent Installation means any:

- (A) Standard Installation performed by NBN Co (or an Installer) in respect of a Premises that is not an Initial Standard Installation; or
- (B) Non Standard Installation performed by NBN Co (or an Installer) in respect of a Premises that is not an Initial Non Standard Installation.

(b) Service modification

Activity	Chargeable unit	Charge
AVC Modification	Per modification	\$0
CVC Modification	Per event	\$0
NNI Modification	Per event	\$0
Rearrangement / Modification	Time and materials	Hourly Labour Rate plus cost of materials
Equipment Removal	Time and materials	Hourly Labour Rate plus cost of materials
Equipment Repair	Time and materials	Hourly Labour Rate plus cost of materials

Table 4: Service modification Charges.

(i) For the purposes of Table 4 above:

AVC Modification means the modification of the bandwidth or traffic class of an AVC supplied by NBN Co to Customer in respect of a Premises where Customer has validly requested that modification be performed in accordance with the TTAS Operations Support Manual.

CVC Modification means the modification of the bandwidth or traffic class of a CVC supplied by NBN Co to Customer in respect of a CSA where Customer has validly requested that modification be performed in accordance with the TTAS Operations Support Manual.

Hourly Labour Rate means \$75 per hour.

NNI Modification means the modification of the configuration of an NNI which NBN Co supplies to Customer in respect of a POI where Customer has validly requested that modification be performed in accordance with the TTAS Operations Support Manual.

Rearrangement / Modification means the rearrangement or modification of any NBN Co Equipment that is installed or located at a Premises where Customer has validly requested that NBN Co rearrange or modify that NBN Co Equipment in accordance with the TTAS Operations Support Manual.

Equipment Removal means the removal of any NBN Co Equipment that is installed or located at a Premises where Customer has validly requested that NBN Co remove that NBN Co Equipment in accordance with the TTAS Operations Support Manual.

Equipment Repair means the repair of any NBN Co Equipment that is installed or located at a Premises where Customer has validly requested that NBN Co repair that NBN Co Equipment, except for repairs of any NBN Co Equipment where NBN Co reasonably

considers that an act or omission of Customer (or any Downstream Customer or End User) has caused the loss, theft or damage to that NBN Co Equipment which has given rise to the need to perform those repairs.

(ii) For the purposes of the Charges for:

(A) Rearrangement / Modification;

(B) Equipment Removal; and

(C) Equipment Repair,

the Charges incurred by Customer will be rounded (up or down) to the nearest full hour of labour required to perform the Rearrangement / Modification, Equipment Removal or Equipment Repair (as the case may be).

(c) Service management

Activity	Chargeable unit	Charge
On Site Maintenance Call Out	Per event	\$0
No Fault Found (No Truck Roll Required)	Per event	\$50
No Fault Found (Truck Roll Required)	Per event	\$150 (inclusive of 2 hours labour) Plus Hourly Labour Rate for each hour in excess of 2 hours.
Late Cancellation (Site Visit Required)	Per event	\$0
Missed Appointment	Per event	\$0
Restoration	Per Ordered TTAS	\$50

Table 5: Service management Charges.

(i) For the purposes of Table 5 above:

On Site Maintenance Call Out means the performance of works by NBN Co Personnel to rectify an NBN Fault that requires NBN Co Personnel to attend the location of the cause of that NBN Fault for the purposes of rectifying that NBN Fault.

No Fault Found (No Truck Roll Required) means the investigation of a fault that is reported by Customer to NBN Co which NBN Co determines, acting reasonably, is not an NBN Fault where NBN Co Personnel have not attended the suspected location of the suspected cause of that alleged NBN Fault for the purposes of investigating and/or rectifying that alleged NBN Fault.

No Fault Found (Truck Roll Required) means the investigation of a fault that is reported by Customer to NBN Co which NBN Co determines, acting reasonably, is not an NBN Fault where NBN Co Personnel have attended the suspected location of the suspected cause of that alleged NBN Fault for the purposes of investigating and/or rectifying that alleged NBN Fault.

Late Cancellation (Site Visit Required) means the cancellation of a request by Customer for the performance of an activity that requires NBN Co to attend the Premises where that cancellation occurs after NBN Co has dispatched NBN Co Personnel for the purposes of fulfilling that request.

Missed Appointment means when a technician has visited a premises and the End User was not present for the work to occur such as installation, on site survey or maintenance call out.

Restoration means the restoration of the supply of an Ordered TTAS after the cessation of an Ordering Freeze, Service Reduction or Suspension in respect of or in connection with that Ordered TTAS, except where the event or reason giving rise to that Suspension was not contributed to by any act or omission of Customer.

- (ii) NBN Co will not charge Customer the “Late Cancellation (Site Visit Required)” Charge on or before 30 November 2012 in respect of any TTAS Access Connection appointments that are made and cancelled by Customer in respect of a calendar month, provided that Customer has cancelled less than 10% of all TTAS Access Connection appointments made by Customer in respect of that calendar month. If, however, Customer cancels 10% or more of all TTAS Access Connection appointments made by Customer in respect of that calendar month, NBN Co reserves the right to charge Customer the “Late Cancellation (Site Visit Required)” Charge (at the rate that applies at the start of that calendar month) in respect of any TTAS Access Connection appointments made and cancelled by Customer which are equal to or exceed the 10% threshold.
- (iii) NBN Co will not charge Customer the “No Fault Found (Truck Roll Required)” Charge on or before 30 November 2012 in respect of any TTAS-related faults that are reported by Customer to NBN Co in a calendar month and are determined by NBN Co (acting reasonably) not to be NBN Faults, provided that less than 10% of all TTAS-related faults reported by Customer to NBN Co in that calendar month are determined by NBN Co (acting reasonably) not to be NBN Faults. If, however, 10 % or more of all TTAS-related faults that are reported by Customer to NBN Co in a calendar month are determined by NBN Co (acting reasonably) not to be NBN Faults, then NBN Co reserves

the right to charge Customer the “No Fault Found (Truck Roll Required)” Charge in respect of any TTAS-related faults that are reported by Customer to NBN Co in that calendar month that are determined by NBN Co not to be NBN Faults which are equal to or exceed the 10% threshold.

- (d) First Battery Credit Amount

The First Battery Credit Amount is \$30.

9 Service Levels

9.1 Scope of this section 9

- (a) This section 9 sets out the Service Levels and Service Level Rebates (if any) that will apply in respect of NBN Co’s supply of the TTAS to Customer.
- (b) This section 9 is divided into two parts:
 - i Part A which sets out the Service Levels that are intended to support Customer’s compliance with certain regulatory obligations; and
 - ii Part B which sets out the remaining Service Levels.

9.2 Other relevant terms

- (a) Certain terms regarding:
 - i NBN Co’s obligation to supply the TTAS in accordance with the Service Levels;
 - ii NBN Co’s obligation to credit Service Level Rebates (if any) to Customer if NBN Co fails to supply the TTAS in accordance with the Service Levels; and
 - iii other related matters,

are set out elsewhere in the Wholesale Broadband Agreement.
- (b) Exclusions, restrictions and limitations that apply in respect of NBN Co’s liability, including in regards to the crediting of Service Level Rebates (if any) to Customer if NBN Co fails to supply the TTAS in accordance with the applicable Services Levels, are set out in [Module E \(Risk Management\)](#) of the Wholesale Broadband Agreement.

9.3 Circumstances where the Service Level Rebates do not apply

NBN Co is not liable for or required to pay or credit any Service Level Rebates to Customer to the extent that NBN Co’s failure to meet a Service Level is contributed to by any matter, thing, event or circumstance for which NBN Co is not legally

responsible under the Wholesale Broadband Agreement or is not within NBN Co's reasonable control and which NBN Co reasonably considers does, will, or is likely to, unreasonably adversely impact on the ability of NBN Co to meet that Service Level, including:

- (a) extreme weather conditions;
- (b) work in respect of non-typical premises, such as heritage buildings or buildings that are difficult to access;
- (c) failures or delays in obtaining approvals or consents from relevant persons or entities, such as local councils, building managers and landlords; and
- (d) inability to gain access to the Premises or other relevant location to perform works in connection with the fulfilment of a Service Level, such as refusal of entry and lock-outs.

9.4 Use of certain phrases in this section 9

In this section 9, a reference to 'CSG Compensation Contribution' is to be read as a reference to 'Service Level Rebate' for the purposes of the Wholesale Broadband Agreement.

9.5 Priority Assistance

Customer agrees that the Service Levels that will apply in respect of NBN Co's supply of the TTAS to Customer may not support Customer's obligations to Downstream Customers who are End Users in relation to Priority Assistance.

Part A Service Levels supporting Customer's compliance with certain regulatory obligations

9.6 TTAS Access Connection Service Levels

Location of Premises \ Status of Premises	In Place Infrastructure	Available Infrastructure	No Available Infrastructure
Urban Area	2 Business Days	5 Business Days	NBN Co will aim to successfully complete the TTAS Access Connection in as timely a manner as is reasonably practicable in the circumstances (determined on a case-by-case basis)
Major Rural Area	2 Business Days	10 Business Days	
Minor Rural Area	2 Business Days	15 Business Days	
Remote Area	2 Business Days	15 Business Days	

Table 6: TTAS Access Connection Service Levels

Service Levels

- (a) Table 6 sets out the Service Levels (the **TTAS Access Connection Service Levels**) that apply in respect of the timeframes within which NBN Co will successfully complete the connection and activation of both of the Access Components of the TTAS supplied by NBN Co to Customer in respect of a Premises (a **TTAS Access Connection**).
- (b) Where both of the Access Components of the TTAS supplied by NBN Co to Customer in respect of a Premises will be used as an input to the supply of a Downstream Product that:
 - i is considered to be a Downstream CSG Service, then if NBN Co fails to meet the applicable TTAS Access Connection Service Level, Customer will be entitled to claim a CSG Compensation Contribution from NBN Co subject to and in accordance with section 10; or
 - ii is not considered to be a Downstream CSG Service, then NBN Co will use reasonable endeavours to meet the applicable TTAS Access Connection Service Level, but will not be required to pay or credit any Service Level Rebates to Customer if NBN Co fails to meet the applicable TTAS Access Connection Service Level.

Exclusions

- (c) The TTAS Access Connection Service Levels do not apply in respect of the connection and activation of the CVC or NNI Product Components of the TTAS.
- (d) The TTAS Access Connection Service Levels do not apply unless NBN Co is already supplying the CVC and NNI Product Components of the TTAS that are associated with the supply of the Access Components of the TTAS in respect of the Premises.

Measurement

- (e) For the purposes of determining whether NBN Co has successfully completed a TTAS Access Connection within the relevant Service Level:
 - i the measurement of NBN Co's performance will commence at Order Receipt using the local time at the location of the Premises in respect of which the connection and activation is being performed (not at the local time at the location at which Customer placed those orders or the local time at the location at which NBN Co received those orders);
 - ii if Order Receipt occurs between 12:00am and 8:00am on a particular Business Day, then it is deemed that Order Receipt occurs at 8:00am of that same Business Day, and if Order Receipt occurs between 5:00pm and 11:59pm on a particular Business Day, then it is deemed that Order Receipt occurs at 8:00am on the following Business Day; and
 - iii the measurement of NBN Co's performance will end at the time at which:
 - A NBN Co, acting reasonably, considers that NBN Co has successfully completed the connection and activation; and
 - B NBN Co notifies Customer (either through the NBN Co Platform, by telephone, by email or by such other means as may be notified by NBN Co to Customer from time to time) that NBN Co has successfully completed the connection and activation.
- (f) By way of example only, if:
 - i Customer validly places order(s) for both of the Access Components in respect of a Premises located in Smithton by 6:00pm Smithton time; and
 - ii NBN Co receives both of those orders in Perth by 4:00pm Perth time on the same Business Day,

then for the purposes of determining whether NBN Co has successfully completed the connection and activation within the relevant Service Level, it is deemed that Customer's validly placed the order(s) for both of the Access Components in respect of that Premises at 8:00am Smithton time on the following Business Day.

9.7 Standard TTAS Fault Rectification Service Levels

Row	Type of Standard TTAS Fault	Service Level
1	Standard TTAS Fault that can be rectified without external or internal plant work or NBN Co attending the Premises or where the Standard TTAS Fault is caused by NBN Co disconnecting the TTAS as a result of an administrative error that does not involve damage to a facility	By the end of the next Business Day after the day on which the Standard TTAS Fault is validly reported by Customer to NBN Co in accordance with the TTAS Operations Support Manual
2	Standard TTAS Fault in respect of a Premises in an Urban Area (that is not a Standard TTAS Fault described in row 1)	By the end of the next Business Day after the day on which the Standard TTAS Fault is validly reported by Customer to NBN Co in accordance with the TTAS Operations Support Manual
3	Standard TTAS Fault in respect of a Premises in a Rural Area (that is not a Standard TTAS Fault described in row 1)	By the end of the second Business Day after the day on which the Standard TTAS Fault is validly reported by Customer to NBN Co in accordance with the TTAS Operations Support Manual
4	Standard TTAS Fault in respect of a Premises in a Remote Area (that is not a Standard TTAS Fault described in row 1)	By the end of the third Business Day after the day on which the Standard TTAS Fault is validly reported by Customer to NBN Co in accordance with the TTAS Operations Support Manual

Table 7: Standard TTAS Fault Rectification Service Levels

Service Levels

- (a) Table 7 sets out the Service Levels (the **Standard TTAS Fault Rectification Service Levels**) that apply in respect of the timeframes within which NBN Co will successfully rectify NBN Faults that are validly reported by Customer to NBN Co in accordance with the TTAS Operations Support Manual and which adversely impact the TTAS supplied by NBN Co to Customer in respect of a Premises (**Standard TTAS Faults**).
- (b) Where the TTAS supplied by NBN Co to Customer in respect of a Premises will be used as an input to the supply of a Downstream Product that:

- i is considered to be a Downstream CSG Service, then if NBN Co fails to meet the applicable Standard TTAS Fault Rectification Service Level, Customer will be entitled to claim a CSG Compensation Contribution from NBN Co subject to and in accordance with section 10; or
- ii is not considered to be a Downstream CSG Service, then NBN Co will use reasonable endeavours to meet the applicable Standard TTAS Fault Rectification Service Level, but will not be required to pay or credit any Service Level Rebates to Customer if NBN Co fails to meet the applicable Standard TTAS Fault Rectification Service Level.

Measurement

- (c) For the purposes of determining whether NBN Co has successfully rectified a Standard TTAS Fault within the relevant Service Level:
 - i the measurement of NBN Co's performance will commence at the time at which Customer validly reports the Standard TTAS Fault to NBN Co in accordance with the TTAS Operations Support Manual (**Trouble Ticket Receipt**) using the local time at the location of the Premises in respect of which that Standard TTAS Fault has been raised (not at the local time at the location from which Customer validly reports that Standard TTAS Fault to NBN Co or the local time at the location at which NBN Co received that report);
 - ii if Trouble Ticket Receipt occurs between 12:00am and 8:00am on a particular Business Day, then it is deemed that Trouble Ticket Receipt occurs at 8:00am of that same Business Day, and if Trouble Ticket Receipt occurs between 5:00pm and 11:59pm on a particular Business Day, then it is deemed that Trouble Ticket Receipt occurs at 8:00am on the following Business Day; and
 - iii the measurement of NBN Co's performance will end at the time at which:
 - A NBN Co, acting reasonably, considers that NBN Co has successfully rectified the Standard TTAS Fault; and
 - B NBN Co notifies Customer (either through the NBN Co Platform, by telephone, by email or by such other means as may be notified by NBN Co to Customer from time to time) that NBN Co has successfully rectified the Standard TTAS Fault.
- (d) By way of example only, if:

- i Customer validly reports to NBN Co a Standard TTAS Fault in respect of a Premises located in Smithton by 6:00pm Smithton time; and
- ii NBN Co receives that report in Perth by 4:00pm Perth time on the same Business Day,

then for the purposes of determining whether NBN Co has successfully rectified that Standard TTAS Fault within the relevant Service Level, it is deemed that Trouble Ticket Receipt occurred at 8:00am Smithton time on the following Business Day.

9.8 Kept Appointment Service Levels

Type of appointment	Service Level
Appointment made by NBN Co to attend a Premises at a particular time for the purposes of connecting and activating Access Components of the TTAS or rectifying a Standard TTAS Fault	NBN Co Personnel is present at the Premises not later than 15 minutes after the time of the appointment
Appointment made by NBN Co to attend a Premises between two particular times of day that are not more than four hours apart for the purposes of connecting and activating Access Components of the TTAS or rectifying a Standard TTAS Fault	NBN Co Personnel is present at the Premises within the period or not later than 15 minutes after the end of the period
Appointment made by NBN Co to attend a Premises between two particular times of day that are more than four, but not more than 5, hours apart for the purposes of connecting and activating Access Components of the TTAS or rectifying a Standard TTAS Fault	NBN Co Personnel is present at the Premises within the period
Appointment made by NBN Co to attend a Premises located in a Minor Rural Area or Remote Area between two particular times of day that are more than four, but not more than 5 hours apart for the purposes of connecting and activating Access Components of the TTAS or rectifying a Standard TTAS Fault where the NBN Co Personnel must travel a long distance to keep the appointment	NBN Co Personnel is present at the Premises within the period or not later than 45 minutes after the end of the period

Table 8: Kept Appointment Service Levels

Service Level

- (a) Table 8 sets out the Service Levels (the **Kept Appointment Service Levels**) that apply in respect of the keeping of appointments made by NBN Co to attend a Premises for the purposes of:

- i connecting and activating the Access Components of the TTAS; or
 - ii rectifying a Standard TTAS Fault.
- (b) Where the Access Components of the TTAS supplied by NBN Co to Customer in respect of a Premises will be used as an input to the supply of a Customer Product or Downstream Product that:
- i is considered to be a Downstream CSG Service, then if NBN Co fails to meet the applicable Kept Appointment Service Level, Customer will be entitled to claim a CSG Compensation Contribution from NBN Co subject to and in accordance with section 10; or
 - ii is not considered to be a Downstream CSG Service, then NBN Co will use reasonable endeavours to meet the applicable Kept Appointment Service Level, but will not be liable for any Losses or be required to pay or credit any Service Level Rebates or other amounts to Customer if NBN Co fails to meet the applicable Kept Appointment Service Level.

Part B Other Service Levels

9.9 AVC Modification Service Level

Activity	Service Level
AVC Modification	2 Business Days

Table 9: AVC Modification Service Level

Service Level

- (a) Table 9 sets out the Service Level (the **AVC Modification Service Level**) that applies in respect of the timeframe within which NBN Co will successfully complete the modification of the bandwidth of an AVC supplied by NBN Co to Customer in respect of an NTD at a Premises (an **AVC Modification**).
- (b) NBN Co will use reasonable endeavours to meet the AVC Modification Service Level, but will not be required to pay or credit any Service Level Rebates to Customer if NBN Co fails to meet the AVC Modification Service Level.

Measurement

- (c) For the purposes of determining whether NBN Co has successfully completed an AVC Modification within the AVC Modification Service Level:
 - i the measurement of NBN Co's performance will commence at the time at which NBN Co receives a valid order from Customer for the modification of the bandwidth of an AVC in respect of an NTD at a

Premises in accordance with the TTAS Operations Support Manual (in this section 9.9, **Order Receipt**) using the local time at the location of that Premises (not at the local time at the location at which Customer's placed that order or the local time at the location at which NBN Co received that order);

- ii if Order Receipt occurs between 12:00am and 8:00am on a particular Business Day, then it is deemed that Order Receipt occurs at 8:00am of that same Business Day, and if Order Receipt occurs between 5:00pm and 11:59pm on a particular Business Day, then it is deemed that Order Receipt occurs at 8:00am on the following Business Day; and
- iii the measurement of NBN Co's performance will end at the time at which:
 - A NBN Co, acting reasonably, considers that NBN Co has successfully completed the modification; and
 - B NBN Co notifies Customer (either through the NBN Co Platform, by telephone, by email or by such other means as may be notified by NBN Co to Customer from time to time) that NBN Co has successfully completed the modification.

(d) By way of example only, if:

- i Customer validly places an order for an AVC Modification in respect of a CSA located in Smithton by 6:00pm Smithton time; and
- ii NBN Co receives that order in Perth by 4:00pm Perth time on the same Business Day,

then for the purposes of determining whether NBN Co has successfully completed the AVC Modification within the AVC Modification Service Level, it is deemed that Order Receipt occurred at 8:00am Smithton time on the following Business Day.

9.10 CVC Activation Service Level

Activity	Service Level
CVC Activation	5 Business Days

Table 10: CVC Activation Service Level

Service Level

- (a) Table 10 sets out the Service Level (the **CVC Activation Service Level**) that applies in respect of the timeframe within which NBN Co will successfully

complete the activation of a CVC supplied by NBN Co to Customer in respect of a CSA (a **CVC Activation**).

- (b) NBN Co will use reasonable endeavours to meet the CVC Activation Service Level, but will not be required to pay or credit any Service Level Rebates to Customer if NBN Co fails to meet the CVC Activation Service Level.

Measurement

- (c) For the purposes of determining whether NBN Co has successfully completed a CVC Activation within the CVC Activation Service Level:
 - i the measurement of NBN Co's performance will commence at the time at which NBN Co receives a valid order from Customer for the activation of the CVC in respect of the CSA in accordance with the TTAS Operations Support Manual (in this section 9.10, **Order Receipt**) using the local time at the location of that CSA (not at the local time at the location at which Customer placed that order or the local time at the location at which NBN Co received that order);
 - ii if the Order Receipt occurs between 12:00am and 8:00am on a particular Business Day, then it is deemed that Order Receipt occurs at 8:00am of that same Business Day, and if Order Receipt occurs between 5:00pm and 11:59pm on a particular Business Day, then it is deemed that Order Receipt occurs at 8:00am on the following Business Day; and
 - iii the measurement of NBN Co's performance will end at the time at which:
 - A NBN Co, acting reasonably, considers that NBN Co has successfully completed the activation; and
 - B NBN Co notifies Customer (either through the NBN Co Platform, by telephone, by email or by such other means as may be notified by NBN Co to Customer from time to time) that NBN Co has successfully completed the activation.
- (d) By way of example only, if:
 - i Customer validly places an order for a CVC Activation in respect of a CSA located in Smithton by 6:00pm Smithton time; and
 - ii NBN Co receives that order in Perth by 4:00pm Perth time on the same Business Day,

then for the purposes of determining whether NBN Co has successfully completed the CVC activation within the CVC Activation Service Level, it is

deemed that Order Receipt occurred at 8:00am Smithton time on the following Business Day.

9.11 CVC Modification Service Level

Activity	Service Level
CVC Modification	5 Business Days

Table 11: CVC Modification Service Level

Service Level

- (a) Table 11 sets out the Service Level (the **CVC Modification Service Level**) that applies in respect of the timeframe within which NBN Co will successfully complete the modification of the bandwidth of a CVC supplied by NBN Co to Customer in respect of a CSA (a **CVC Modification**).
- (b) NBN Co will use reasonable endeavours to meet the CVC Modification Service Level, but will not be required to pay or credit any Service Level Rebates to Customer if NBN Co fails to meet the CVC Modification Service Level.

Measurement

- (c) For the purposes of determining whether NBN Co has successfully completed the CVC Modification within the CVC Modification Service Level:
 - i the measurement of NBN Co's performance will commence at the time at which NBN Co receives a valid order from Customer for the modification of the bandwidth of the CVC in respect of the CSA in accordance with the TTAS Operations Support Manual (in this section 9.11, **Order Receipt**) using the local time at the location of that CSA (not at the local time at the location at which Customer's placed that order or the local time at the location at which NBN Co received that order);
 - ii if Order Receipt occurs between 12:00am and 8:00am on a particular Business Day, then it is deemed that Order Receipt occurs at 8:00am of that same Business Day, and if Order Receipt occurs between 5:00pm and 11:59pm on a particular Business Day, then it is deemed that Order Receipt occurs at 8:00am on the following Business Day; and
 - iii the measurement of NBN Co's performance will end at the time at which:
 - A NBN Co, acting reasonably, considers that NBN Co has successfully completed the modification; and

- B NBN Co notifies Customer (either through the NBN Co Platform, by telephone, by email or by such other means as may be notified by NBN Co to Customer from time to time) that NBN Co has successfully completed the modification.

(d) By way of example only, if:

- i Customer validly places an order for a CVC Modification in respect of a CSA located in Smithton by 6:00pm Smithton time; and
- ii NBN Co receives that order in Perth by 4:00pm Perth time on the same Business Day,

then for the purposes of determining whether NBN Co has successfully completed the CVC Modification within the CVC Modification Service Level, it is deemed that Order Receipt occurred at 8:00am Smithton time on the following Business Day.

9.12 NNI Bearer Activation Service Level

Activity	Timeframe
Activate new NNI bearer	15 Business Days after NBN Co receives a valid order from Customer for activation of a new NNI bearer in accordance with the TTAS Operations Support Manual.

Table 12: NNI Bearer Activation Service Level

Service Level

- (a) Table 12 sets out the Service Level (the **NNI Bearer Activation Service Level**) that applies in respect of the timeframe within which NBN Co will successfully complete the activation of new NNI bearer supplied by NBN Co to Customer in respect of a POI (each, a **NNI Bearer Activation**).
- (b) NBN Co will use reasonable endeavours to meet the NNI Bearer Activation Service Level, but will not be required to pay or credit any Service Level Rebates to Customer if NBN Co fails to meet the NNI Bearer Activation Service Level.

Exclusions

- (c) The NNI Bearer Activation Service Level does not apply in respect of the activation of new NNI bearers where NBN Co, acting reasonably, considers that the equipment or infrastructure necessary for NBN Co to supply the new NNI bearer is not available in respect of the POI.

Measurement

- (d) For the purposes of determining whether NBN Co has successfully completed a NNI Bearer Activation within the NNI Bearer Activation Service Level:
- i the measurement of NBN Co's performance will commence at the time at which NBN Co receives a valid order from Customer for the activation of the new NNI bearer in respect of the POI in accordance with the TTAS Operations Support Manual (in this section 9.12, **Order Receipt**) using the local time at the location of that POI (not at the local time at the location at which Customer placed that order or the local time at the location at which NBN Co received that order);
 - ii if Order Receipt occurs between 12:00am and 8:00am on a particular Business Day, then it is deemed that Order Receipt occurs at 8:00am of that same Business Day, and if Order Receipt occurs between 5:00pm and 11:59pm on a particular Business Day, then it is deemed that Order Receipt occurs at 8:00am on the following Business Day; and
 - iii the measurement of NBN Co's performance will end at the time at which:
 - A NBN Co, acting reasonably, considers that NBN Co has successfully completed the activation; and
 - B NBN Co notifies Customer (either through the NBN Co Platform, by telephone, by email or by such other means as may be notified by NBN Co to Customer from time to time) that NBN Co has successfully completed the activation.
- (e) By way of example only, if:
- i Customer validly places an order for a NNI Bearer Activation in respect of a POI located in Smithton by 6:00pm Smithton time; and
 - ii NBN Co receives that order in Perth by 4:00pm Perth time on the same Business Day,
- then for the purposes of determining whether NBN Co has successfully completed the NNI Bearer Activation within the NNI Bearer Activation Service Level, it is deemed that Order Receipt occurred at 8:00am Smithton time on the following Business Day.

10 CSG Compensation Contributions

10.1 NBN Co's obligation to credit CSG Compensation Contributions to Customer

- (a) Subject to section 10.1(b), if:

- i Customer or Downstream Customer contravenes a performance standard that applies pursuant to the CSG Standard in respect of a Customer Product or Downstream Product that is a Downstream CSG Service;
 - ii the contravention relates to a particular Downstream Customer (who is an End User);
 - iii Customer warrants to NBN Co that Customer is liable to pay damages:
 - A to that Downstream Customer (who is an End User) for that contravention; or
 - B to Downstream Customer as a direct result of Downstream Customer being liable to pay damages to that Downstream Customer (who is an End User) for that contravention,
 (the damages which Customer is liable to pay are the **primary damages**);
 - iv that contravention is wholly or partly attributable to NBN Co's failure to meet a Service Level in respect of which Customer is entitled to claim a CSG Compensation Contribution under section 9; and
 - v Customer has discharged its liability for the primary damages,
- then Customer will be entitled to claim a CSG Compensation Contribution from NBN Co in accordance with this section 10 (this amount is the **CSG Compensation Contribution**).
- (b) Customer is not entitled to claim, and NBN Co is not obliged to pay or credit, a CSG Compensation Contribution to Customer pursuant to section 10.1(a) if:
- i the contravention is not attributable to NBN Co's failure to meet a Service Level in respect of which Customer is entitled to claim a CSG Compensation Contribution under section 9;
 - ii the contravention is wholly attributable to:
 - A Customer, Downstream Customer or Downstream Customer (who is an End User) failing to keep an appointment with NBN Co;
 - B Customer, Downstream Customer or Downstream Customer (who is an End User) not providing NBN Co with access to the relevant Premises in accordance with clause C10 of the Wholesale Broadband Agreement; or

- C one or more acts or omissions of Customer, Downstream Customer or Downstream Customer (who is an End User);
 - iii Customer has failed to use reasonable endeavours to avoid or mitigate its liability to pay primary damages;
 - iv Customer has failed to provide the relevant CSG Warranty;
 - v NBN Co has reasonable grounds to believe that the relevant CSG Warranty is not true or correct;
 - vi in respect of a failure to meet a Standard TTAS Fault Rectification Service Level, Customer has failed to comply with section 13 of the CSG Standard;
 - vii Customer has not used reasonable endeavours to make a claim under this section 10 as soon as is reasonably practicable after Customer becomes aware of the liability to pay primary damages to that Downstream Customer; or
 - viii Customer has not made a claim under this section 10 within 2 years after Customer paid primary damages to that Downstream Customer.
- (c) Section 10.1(b) does not limit any other provision of the Wholesale Broadband Agreement.

10.2 Determining the amount of the CSG Compensation Contribution

Where Customer is entitled to claim a CSG Compensation Contribution from NBN Co, the amount of that CSG Compensation Contribution is:

- (a) where the contravention is wholly attributable to NBN Co's failure to meet a Service Level in respect of which Customer is entitled to claim a CSG Compensation Contribution under section 9 – an amount equal to the primary damages; or
- (b) where the contravention is partly attributable to NBN Co's failure to meet a Service Level in respect of which Customer is entitled to claim a CSG Compensation Contribution under section 9 – such amount (not exceeding the primary damages) that NBN Co (acting reasonably) considers to be fair and reasonable.

10.3 Process for claiming and crediting CSG Compensation Contributions

Customer may make claims for CSG Compensation Contributions, and NBN Co will credit CSG Compensation Contributions to Customer, in accordance with the processes set out in the [NBN Co Operations Manual](#).

10.4 Audit rights

- (a) From time to time, NBN Co may appoint a person as an auditor (**CSG Auditor**) to audit the veracity of the CSG Warranties given by Customer to NBN Co.
- (b) Customer must cooperate with the CSG Auditor to assist with the audit of the CSG Warranties given by Customer to NBN Co.
- (c) Customer must disclose to the CSG Auditor all records, materials, documents and correspondence which are relevant to the audit, subject to the CSG Auditor entering into reasonable undertakings to protect the confidentiality of such information during the audit.
- (d) If NBN Co has paid or credited any CSG Compensation Contribution to Customer, and NBN Co subsequently determines (either as a result of the audit, or otherwise) that:
 - i any of the CSG Warranties are not true or correct;
 - ii the Downstream Customer (who is an End User) had waived its CSG rights;
 - iii any of the matters referred to in section 10.1(b) apply in respect of that CSG Compensation Contribution;
 - iv the timeframe for making a claim for CSG Compensation Contribution had expired at the time of making the claim; or
 - v Customer has failed to take any reasonable action which would limit its liability to the Downstream Customer (who is an End User) in respect of the CSG,

then NBN Co may, at its discretion, determine that the CSG Compensation Contribution it has previously provided to Customer was wrongly provided, and the amount will become a debt immediately due and payable by Customer to NBN Co.

10.5 No double recovery

Customer is not entitled to receive a CSG Compensation Contribution under this section 10 to the extent that NBN Co has paid damages, or has been found liable by a court of competent jurisdiction to pay damages, to Customer pursuant to section 118A of the *Telecommunications (Consumer Protection and Service Standards) Act 1999* (Cth) in connection with the same or a substantially similar act or omission of NBN Co that would otherwise give rise to Customer's entitlement to receive a CSG Compensation Contribution under this section 10.

11 Defined terms and interpretation

- (a) A capitalised term that is used in this Product Description and is defined in:
 - i the Dictionary for the Wholesale Broadband Agreement, has the meaning given to that term in the Dictionary for that agreement; or
 - ii in this section 11, has the meaning given to that term in this section 11.
- (b) Where a capitalised term that is used in this Product Description is defined in both:
 - i the Dictionary for the Wholesale Broadband Agreement; and
 - ii this section 11,then it has the meaning given to that term in this section 11 for the purposes of this Product Description.

- (c) In this Product Description:

30 Day Bank Bill Swap Rate means:

- i the 30 day Bank Bill Swap Rate: Average Bid quoted in the Australian Financial Review on the due date for payment of the relevant amount or, if no such rate is quoted on the due date, on the first date preceding the due date on which such rate is quoted in the Australian Financial Review; or
- ii if the Australian Financial Review ceases to quote that rate or there is a manifest error in the publication of that rate, such other rate reasonably determined by NBN Co.

Access Component means, in respect of the TTAS, the UNI and/or the AVC, as the context requires.

Available Infrastructure means a TTAS Access Connection in respect of a Premises which is NBN Serviceable where:

- i the local fibre is installed and is operational in respect of that Premises at Order Receipt; but
- ii either the Drop Fibre or the NTD (or both) is not installed or operational without NBN Co Personnel being required to undertake field works in respect of that Premises at Order Receipt.

For the purposes of this definition, a reference to “local fibre” includes riser fibre where the Premises is located within a multi-dwelling unit.

AVC means the access virtual circuit that forms part of the TTAS that is or will be supplied by NBN Co to Customer in respect of a Premises within the TTAS Release Sites.

AVC Modification has the meaning given to that term in section 9.9(a).

AVC Modification Service Levels has the meaning given to that term in section 9.9(a).

AVC TC-4 has the meaning given to that term in section 7.5(a)ii.

Backhaul Rebate has the meaning given to that term in section 6(a).

Charges means the charges that apply in respect of the TTAS, as set out in section 8.

Contractor means the third party supplier with whom NBN Co has contracted for the operations and management of the TTAS.

CSA means Connectivity Serving Area, being a geographical region that is addressable using a single CVC. In respect of the TTAS, there is only one CSA for each of the three TTAS Release Sites.

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

CSG Compensation Contribution has the meaning given to that term in section 10.1(a).

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

CSG Warranty has the meaning given to that term in the definition of Downstream CSG Service.

CVC means the connectivity virtual circuit that forms part of the TTAS that is or will be supplied by NBN Co to Customer in respect of a Premises within the TTAS Release Sites.

CVC Activation has the meaning given to that term in section 9.10(a).

CVC Activation Service Levels has the meaning given to that term in section 9.10(a).

CVC Modification has the meaning given to that term in section 9.11(a).

CVC Modification Service Levels has the meaning given to that term in section 9.11(a).

Designated Customer, in respect of an NTD at any given point in time, means Customer where, at that given point in time:

- i NBN Co is not supplying access to a UNI-V on that NTD to Customer or any Other NBN Co Customer, but NBN Co has supplied access to the UNI-D on that NTD to Customer for a longer continuous period than NBN Co has supplied access to any other UNI-D on that NTD to any Other NBN Co Customer;
- ii NBN Co is supplying access to a UNI-V on that NTD to Customer and is not supplying access to any other UNI-V on that NTD to any Other NBN Co Customer; or
- iii NBN Co is supplying access to a UNI-V on that NTD to Customer and access to another UNI-V on that NTD to any Other NBN Co Customer, where NBN Co has supplied access to the UNI-V on that NTD to Customer for a longer continuous period than NBN Co has supplied access to any other UNI-V on that NTD to any of those Other NBN Co Customers.

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

- i is subject to a performance standard that applies pursuant to the CSG Standard where:
 - A Customer or Downstream Customer (as the case may be) is not exempt, is not provisionally or temporarily exempt, has not applied for an exemption or is not reasonably able to claim an exemption from being obliged to meet that CSG pursuant to Part 3 of the CSG Standard; and
 - B the Downstream Customer (who is an End User) to whom that Customer Product or Downstream Product is being supplied has not made an arrangement for connection or fault rectification in a longer period as permitted by sections 9(2) or 14(b) of the CSG Standard or waived the application of that CSG pursuant to Part 5 of the CSG Standard; and
- ii relies on the Access Components supplied by NBN Co to Customer in respect of that Premises as inputs to the supply of that Customer Product or Downstream Product,

where Customer has given a warranty to NBN Co when ordering those Access Components that the matters set out in paragraphs (i) and (ii) are true and correct in respect of the supply of both of those Access Components (this warranty is a **CSG Warranty** for the purposes of section 10).

First Battery means the first battery:

- i installed by or on behalf of NBN Co in respect of the NTD at a Premises on or about the time of the installation of that NTD at that Premises; or
- ii delivered by NBN Co to the End User pursuant to section 2.3(c).

First Battery Credit Amount has the meaning given to that term in section 8.

First Battery Warranty Period means a period of 2 years starting from (and including) the date on which the First Battery:

- i is or was installed by or on behalf of NBN Co in respect of the NTD at a Premises on or about the time of the installation of that NTD at that Premises; or
- ii is delivered by NBN Co to the End User pursuant to section 2.3(c), as applicable.

Incidental Charge means the charges set out in section 8.4.

In Place Infrastructure means a TTAS Access Connection in respect of a Premises which is NBN Serviceable where the Access Components in respect of that Premises are available for automatic connection or activation by NBN Co at Order Receipt (i.e. remotely without the need for NBN Co Personnel to attend that Premises for the purposes of connecting and activating that TTAS Access Connection).

Kept Appointment Service Levels has the meaning given to that term in section 9.8.

Major Rural Area means an urban centre or other recognised community grouping with a population greater than 2500 but less than 10000 people at the time of Order Receipt or at the time at which NBN Co makes the relevant appointment in respect of the relevant Premises (as the context requires).

Minor Rural Area means an urban centre, locality or recognised community grouping with a population greater than 200 but not more than 2500 people at the time of Order Receipt or at the time at which NBN Co makes the relevant appointment in respect of the relevant Premises (as the context requires).

NBN Co ODF means the NBN Co optical distribution frame.

NBN Fault has the meaning given to that term in the TTAS Operations Support Manual.

NBN Pass-Through Information has the meaning given to that term in section 7.3(a).

NBN Serviceable means a Premises that:

- i is located within a TTAS Release Site, within the footprint of the NBN Co Fibre Network and within a fibre serving area module which NBN Co has declared to be ready for service; and
- ii NBN Co has determined is serviceable by the NBN Co Fibre Network (as shown by the result of a Service Qualification Enquiry made in respect of that Premises through the NBN Co Platform Interfacing Service).

NNI means the physical interface between the NBN Co Network at TTAS Release Sites and the Customer Network at the POI associated with that CSA.

NNI Bearer Activation has the meaning given to that term in section 9.12(a).

NNI Bearer Activation Service Levels has the meaning given to that term in section 9.12(a).

No Available Infrastructure means a TTAS Access Connection:

- i in respect of a Premises that is located within a TTAS Release Site and a fibre serving area module which NBN Co has declared to be ready for service at Order Receipt; and
- ii where NBN Co determines that NBN Co is capable of successfully completing within 30 Business Days after the day on which Order Receipt occurs.

NTD means network termination device owned or operated by NBN Co.

Ordered TTAS has the meaning given to that term in section 1.1(e).

Order Receipt means the time at which NBN Co receives valid order(s) from Customer for both of the Access Components in respect of a Premises.

POI means Point of Interconnection.

POP means point of presence.

Priority Assistance has the meaning given to that term in Industry Code ACIF C609:2007 - Priority Assistance for Life Threatening Medical Conditions.

QoS has the meaning given to that term in section 3.3.

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 at the time of Order Receipt.

Rural Area means an urban centre with a population of less than 10000 people or a locality or recognised community grouping with a population

greater than 200 people at the time at which Customer notifies NBN Co of the Standard TTAS Fault.

SAU has the meaning given to that term in the Wholesale Broadband Agreement.

Service Levels mean any one or more of TTAS Access Connection Service Levels, Standard TTAS Fault Rectification Targets, Key Appointment Service Levels, AVC Modification Service Levels, CVC Activation Service Levels, CVC Modification Service Levels and NNI Bearer Activation Service Levels, as the context requires.

Standard TTAS Fault Rectification Service Levels has the meaning given to that term in section 9.7(a).

Standard TTAS Faults has the meaning given to that term in section 9.7(a).

Tasmania Tri-Area Service means the service described in section 2.

TTAS has the meaning given to that term in section 1.1(a).

TTAS Access Connection has the meaning given to that term in section 9.6(a).

TTAS Access Connection Service Levels has the meaning given to that term in section 9.6(a).

TTAS Fair Use Policy has the meaning given to that term in section 7.5(b).

TTAS Operations Support Manual has the meaning given to that term in section 1.2(c).

TTAS Release Sites means those parts of:

- i Smithton in Tasmania;
- ii Scottsdale in Tasmania; and
- iii Midway Point in Tasmania,

identified as “Release Sites” within Tasmania and as more specifically defined by reference to the maps set out in Annexes 1 to 3 of this Product Description.

UNI means a physical port on the NTD at the Premises.

User Network Interface – Data or **UNI-D** means a data port on an NTD.

User Network Interface – Voice or **UNI-V** a port on the NTD that incorporates an analogue telephone adaptor.

Urban Area means an urban centre with a population equal to or greater than 10000 people at the time at Order Receipt, or at which Customer notifies NBN Co of the Standard TTAS Fault or at which NBN Co makes the relevant appointment in respect of the relevant Premises (as the context requires).

- (d) The rules of interpretation set out in clause H5 of the Wholesale Broadband Agreement apply to this Product Description.
- (e) References to download and upload speeds in this Product Description are to the maximum peak speeds that the NBN Co Network is designed to make available to Customer. The speeds actually experienced by Downstream Customers and End Users will depend upon a number of factors including the contention ratios that are determined by Customer; the equipment that is used by Customer, Downstream Customers and End Users; the nature and quality of the Downstream Product acquired by Downstream Customers; the number of simultaneous End Users using the relevant Downstream Product; and the nature and quality of the connection at the relevant Premises.



Annexure 1 Midway Point



Figure 1: Midway Point Cadastral Map

Annexure 2 Smithton



Figure 2: Smithton Cadastral Map

Annexure 3 Scottsdale



Figure 3: Scottsdale Cadastral Map

Annexure 4 Standard Installation

1 Standard Installation

An installation will be considered to be a **Standard Installation** in respect of a Premises where each of the following conditions is satisfied:

- (a) all Connecting Equipment in respect of that Premises is able to be installed during an Appointment in Standard Hours and activated during Standard Hours;
- (b) the installation requires no more than one Drop Fibre, NTD, Connecting Fibre and PCD to be installed for the Premises;
- (c) NBN Co (or the Installer):
 - i has been provided with necessary rights of access to the Premises, as required under the Wholesale Broadband Agreement;
 - ii is given access to the Common Property, if required by NBN Co; and
 - iii is given access to the Premises, if required,at the time during the Appointment to perform and complete the installation of the Connecting Equipment at that Premises (including any necessary inspection or related works);
- (d) in respect of the Connecting Equipment:
 - i a PCD:
 - A is not required;
 - B is already installed and able to service the Premises; or
 - C is able to be installed on the exterior of the Building at which the Premises is located;
 - ii the Drop Fibre:
 - A is not required;
 - B is already installed and able to service the Premises; or
 - C is:
 - (I) only required from the NAP to the PCD which serves the Premises;
 - (II) able to be installed at the Premises;

- a. through an existing lead-in conduit;
 - b. through a new lead-in conduit; or
 - c. aerially; and
- (III) no more than 60 metres in length, measured by reference to the cable run distance between:
 - a. the property boundary point that is nearest to the location of both the PCD and NAP; and
 - b. the location of that PCD,
 or such longer length as may be reasonably determined by NBN Co in the circumstances;
- iii the NTD and any associated battery back-up unit are able to be attached on the interior side of a wall of the Premises, at a location agreed between the end user and NBN Co (or the Installer), and:
 - A that location has a 240 volt power source available for the supply of electricity to the NTD; and
 - B that power source is located within approximately 3 metres of the location of the NTD; and
- iv the Connecting Fibre is no more than 40 metres in length, measured by reference to the cable run distance between the PCD and the location of the NTD, or such longer length as may be reasonably determined by NBN Co in the circumstances.

2 Non Standard Installation

Notwithstanding anything in section 1 of this Annexure 4, an installation will be considered to be a **Non Standard Installation** in respect of a Premises if NBN Co (or the Installer) determines, acting reasonably, that the installation of Connecting Equipment at the Premises does not properly constitute a “standard installation”, having regard to the following:

- (a) generally accepted industry practices and any applicable industry guidelines, policies, laws, regulations or directions;
- (b) the level of complexity and difficulty associated with the installation;
- (c) the uniqueness of the circumstances associated with the installation; and
- (d) the presence of obstacles, dangers or other safety concerns during the time of installation.

3 Acknowledgements

3.1 Safety standards and procedures

The parties acknowledge that NBN Co will conduct all installations in accordance with safety standards or procedures that apply from time to time.

3.2 Requirement for Connecting Equipment

NBN Co will determine when a separate Drop Fibre or PCD is not required or is already installed and able to service the Premises.

4 Definitions

For the purposes of this Annexure 4:

Appointment means the appointment period requested by Customer, and agreed to by NBN Co, in which NBN Co (or the Installer) will perform the installation and activation of Connecting Equipment at a Premises in connection with the supply of the TTAS, including:

- (a) any initial appointment for the installation of the Connecting Equipment at the Premises; and
- (b) any subsequent appointment required to perform or complete the installation of the Connecting Equipment at the Premises.

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

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

Connecting Equipment means any or all (as the context requires) of:

- (a) a Drop Fibre;
- (b) a PCD;
- (c) a Connecting Fibre;
- (d) an NTD (and any installation and provision of an associated battery back-up unit and, if NBN Co is responsible for installing the First Battery pursuant to section 2.3 of the [Product Description for the Tasmania Tri-Area Service](#), the First Battery); and

- (e) any ancillary equipment, facilities, lines or network owned or controlled by, or operated by or on behalf of NBN Co between, and including, the NAP and the NTD.

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

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

Line means:

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

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

NAP, in respect of a Premises, means the network access point for the Premises for the purposes of the NBN Co Fibre Network.

PCD means the Premises connection device which is owned or controlled by, or operated by or on behalf of, NBN Co for the purposes of the NBN Co Fibre Network.

Standard Hours means a period between 9:00 am and 5:00 pm, Monday to Friday, excluding public holidays in the state or territory in which the Premises is located.

Product Description

Facilities Access Service

RELEASE 1.0



This document forms part of NBN Co's Wholesale Broadband Agreement which is a Standard Form of Access Agreement for the purposes of Part XIC of the Competition and Consumer Act 2010.

NBN Co Limited

Facilities Access Service Product Description

04/04/2012

Release: 1.0

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Environment

NBN Co asks that you consider the environment before printing this document.

1 Facilities Access Service

1.1 What is the Facilities Access Service?

- (a) The **Facilities Access Service** supports interconnection between the Customer Network and the NBN Co Network at the Network-Network Interface at a POI (other than a Temporary POI) located within an Aggregation Node Site. An Aggregation Node Site that is the subject of an ordered Facilities Access Service is the **relevant Aggregation Node Site**.
- (b) The Facilities Access Service is more particularly described in the [Product Technical Specification](#) for the Facilities Access Service.
- (c) The Facilities Access Service may be comprised of one or more of the following:
 - i Cross Connect, which provides point-to-point connectivity between certain pairs of locations within the relevant Aggregation Node Site, as described in section 2.1;
 - ii NBN Co Co-location, which enables Customer to install, operate and maintain Customer Active Equipment in Rack Space, as described in section 2.2; and
 - iii NBN Co ODF Termination Point, which enables Customer's lead-in or backhaul transmission cables to be connected by NBN Co to the NBN Co ODF at the relevant Aggregation Node Site, as described in section 2.3.
- (d) By way of example only, Figure 1 below illustrates the relationship between the three components of the Facilities Access Service.

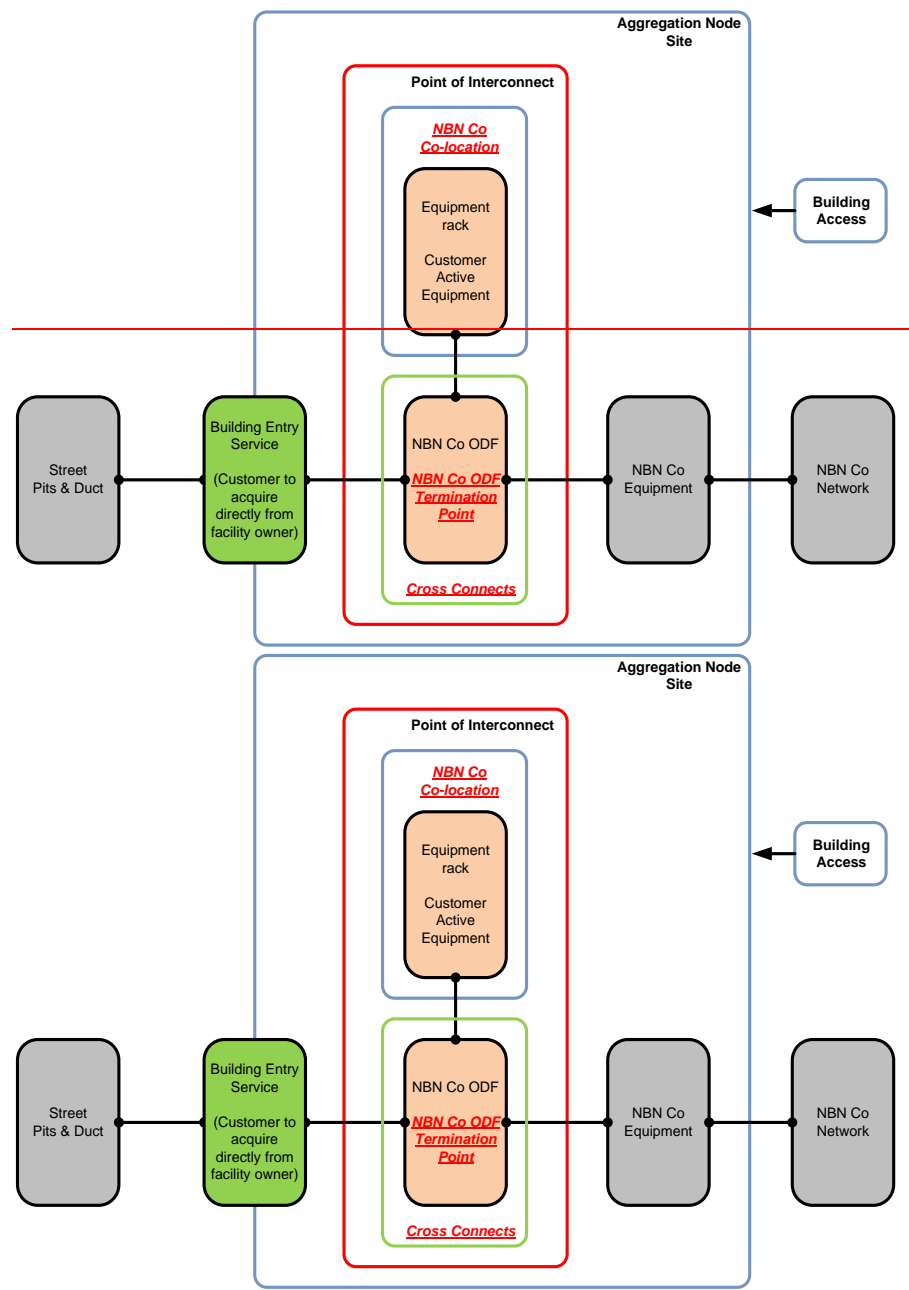


Figure 1: Relationship between the three types of the Facilities Access Service.

- (e) This Product Description does not apply in respect of Temporary POIs.
- (f) The Facilities Access Service is not a listed carriage service or a service that facilitates the supply of listed carriage service for the purposes of section 152AL of the *Competition and Consumer Act 2010* (Cth). The inclusion or supply of the Facilities Access Service under the Wholesale Broadband Agreement published on NBN Co's Website does not have the effect of making the Facilities Access Service a declared service for the purposes of Part XIC of that Act.

1.2 Flexible use of types of Facilities Access Service

- (a) In accordance with the terms of the Wholesale Broadband Agreement between NBN Co and Customer, Customer may order any one or more types of the Facilities Access Service in respect of a relevant Aggregation Node Site depending on the type of interconnection that Customer wishes to implement between the Customer Network and the NBN Co Network at that site.
- (b) The [Product Technical Specification](#) for the Facilities Access Service illustrates examples of the types of cross connections and the types of interconnection that can be achieved through the acquisition of various combinations of the three types of the Facilities Access Service.
- (c) The examples set out in the [Product Technical Specification](#) for the Facilities Access Service are not exhaustive of the types of interconnection that can be achieved through the acquisition of various combinations of the three types of the Facilities Access Service.

1.3 Type 2 Facility acknowledgement

- (a) Customer acknowledges that Type 2 Facilities are located in premises of an Underlying Facility Provider and NBN Co's ability to provide Facilities Access Service in respect of Type 2 Facilities is dependent on NBN Co having (and continuing to have) contractual rights of access to the Underlying Facility Provider's premises.
- (b) Before acquiring a Facilities Access Service in respect of a Type 2 Facility, Customer must sign a deed of undertaking that is enforceable by the Underlying Facility Provider in the form provided by NBN Co to Customer (the **Access Seeker Undertaking**). Customer must comply with the Access Seeker Undertaking.
- (c) Customer must comply, and ensure that Customer Personnel and any person Customer invites, permits or causes to enter any Type 2 Facility complies with, any conditions, limitations and requirements of the Underlying Facility Provider as set out in the [NBN Co Operations Manual](#) and/or notified by NBN Co to Customer from time to time.
- (d) NBN Co's right to provide the Facilities Access Service in Type 2 Facilities is subject to NBN Co's contractual access rights with the Underlying Service Provider. Customer agrees that if NBN Co's contractual rights or obligations in relation to access to Type 2 Facilities is varied or terminated by the Underlying Facility Provider, then:
 - i NBN Co may vary or terminate Customer's supply of the Facilities Access Service in respect of the affected Type 2 Facility; and

- ii Customer will comply with NBN Co's directions relating to Customer's access to the affected Type 2 Facility.
- (e) NBN Co will work collaboratively with the Underlying Facility Provider and Customer with the aim of ensuring that, in respect to a Type 2 Facility, Customer is able to obtain the Facilities Access Service.
- (f) NBN Co's inability to provide a Facilities Access Service in respect of a Type 2 Facility arising from or in connection with the Underlying Facility Provider varying or terminating NBN Co's contractual right to grant access to Type 2 Facilities, will constitute a Force Majeure Event, including for the purposes of the definition of an Excluded Event.
- (g) Customer acknowledges and agrees that neither the Facilities Access Service nor the Access Seeker Undertaking includes Building Entry Rights.

1.4 Building Entry Rights

- (a) Customer is responsible for obtaining Building Entry Rights that Customer may require in connection with the Facilities Access Service.
- (b) Where the relevant Aggregation Node Site is located in:
 - i a Type 1 Facility, then upon acquiring access to the Type 1 Facility, the terms set out in the Type 1 Facility Building Entry Processes (which NBN Co will make available in the [NBN Co Operations Manual](#)) will confer and govern the Building Entry Rights; or
 - ii a Type 2 Facility, the arrangements made between Customer and the Underlying Facility Provider will confer and govern the Building Entry Rights.
- (c) Customer acknowledges and agrees that NBN Co's ability to supply the Facilities Access Service to Customer in respect of a relevant Aggregation Node Site is dependent on Customer:
 - i obtaining and maintaining Building Entry Rights; or
 - ii otherwise making arrangements with NBN Co or the Underlying Facility Provider in regards to the deployment of Customer's lead-in or backhaul transmission cables (whether such deployment is being performed by Customer or a third party) to an Aggregation Node Site, including the installation, housing, operation and maintenance of Customer's lead-in or backhaul transmission cables in those areas of that building in which the relevant Aggregation Node Site is located that are outside the Site Boundaries of that relevant Aggregation Node Site.

- (d) Customer acknowledges and agrees that there may be significant lead times between the time of requesting Building Entry Rights in relation to Type 2 Facilities from the Underlying Facility Provider and the time such Building Entry Rights are granted.
- (e) Customer is responsible for taking into account the possible lead times referred to in section 1.4(d) in planning a request for Building Entry Rights in relation to Type 2 Facilities and acknowledges and agrees that NBN Co is not responsible for the consequences of any delays in the granting of Building Entry Rights in relation to Type 2 Facilities by the Underlying Facility Provider. Without limiting the generality of section 1.4(d), failure by Customer to take into account such possible lead times and plan accordingly constitutes a Customer Event.
- (f) Despite sections 1.4(d) and 1.4(e), NBN Co will work collaboratively with Customer with the aim of ensuring that Customer is capable of acquiring the requested Building Entry Rights as soon as is reasonably practicable.

2 Types of the Facilities Access Service

2.1 Cross Connects

- (a) This section 2.1 applies if Customer orders Cross Connects in respect of a relevant Aggregation Node Site and NBN Co accepts that order in accordance with the Wholesale Broadband Agreement between NBN Co and Customer.
- (b) NBN Co will procure, install and maintain a pair of single mode fibre optic cables (these are **Cross Connect Cables**) for the purposes of providing Customer with point-to-point connectivity between any of the following locations that are presented on the NBN Co ODF at that relevant Aggregation Node Site:
 - i the designated point on the NBN Co ODF associated with an NNI at the relevant Aggregation Node Site;
 - ii the designated point at which lead-in or backhaul transmission is presented on the NBN Co ODF at the relevant Aggregation Node Site;
 - iii the designated point at which NBN Co Co-location is presented on the NBN Co ODF at the relevant Aggregation Node Site; and
 - iv the designated point at which any other connection located within the building in which the relevant Aggregation Node Site is located is presented on the NBN Co ODF at the relevant Aggregation Node Site.
- (c) Further information regarding permissible types of Cross Connects that can be established within relevant Aggregation Node Sites is set out in the [Product Technical Specification](#) for the Facilities Access Service.

- (d) In respect of Cross Connects referred to in section 2.1(b)ii, the lead-in or backhaul transmission must be lead-in or backhaul transmission that:
 - i is owned, controlled or operated by Customer or is otherwise acquired by Customer from a third party supplier; and
 - ii carries Customer's traffic to any point outside the relevant Aggregation Node Site, such as:
 - A a point outside the building in which the relevant Aggregation Node Site is located; and
 - B a point within the building in which the relevant Aggregation Node Site is located but which is outside the Site Boundary of the relevant Aggregation Node Site itself.
- (e) NBN Co will not provide Cross Connect Cables in the form of multi mode fibre optic cables or electrical cables (such as CAT6 or co-axial cables).
- (f) Customer must not, and must not attempt to (or otherwise require a third party to, or attempt to):
 - i install cross connect cabling into any NBN Co ODF; or
 - ii interconnect the Customer Network and the network of any third party within any relevant Aggregation Node Site, except where that interconnection is established through the NBN Co ODF and the supply of Cross Connects by NBN Co to Customer and the relevant third party.

2.2 NBN Co Co-location

- (a) This section 2.2 applies if Customer orders NBN Co Co-location in respect of a relevant Aggregation Node Site and NBN Co accepts that order in accordance with the Wholesale Broadband Agreement between NBN Co and Customer
- (b) Section 4.7 sets out further details in respect of orders for NBN Co Co-location.
- (c) NBN Co will:
 - i permit Customer to install, operate and maintain Customer Active Equipment in Rack Space;
 - ii procure, install, manage and maintain the equipment racks in the relevant Rack Space; and
 - iii subject to section 1.3, use its reasonable endeavours, when it is within NBN Co's control to do so, to ensure that those equipment

racks meet the specifications set out in the [Product Technical Specification](#) for the Facilities Access Service.

- (d) If Customer orders 'lockable full height equipment rack' or 'lockable half height equipment rack' as part of the supply of NBN Co Co-location and NBN Co accepts that order, in accordance with the Wholesale Broadband Agreement between NBN Co and Customer, NBN Co will:
 - i provide NBN Co Co-location on the relevant equipment racks; and
 - ii provide Customer with access to an electronic key that is stored at, and activated in respect of, the relevant Aggregation Node Site to allow Customer to access the equipment racks for a pre-determined period of time (where available) or, where electronic keys are not available, an alternative means of accessing the equipment racks as notified by NBN Co to Customer from time to time.
- (e) Customer may not access the rack unless and until NBN Co provides Customer with access to the electronic key in accordance with this section 2.2(d). Customer agrees to comply with directions of NBN Co (for Type 1 Facilities) and NBN Co and the Underlying Facility Provider (for Type 2 Facilities) at all times with respect to the use and storage of the electronic key.
- (f) As further described in the [Product Technical Specification](#) for the Facilities Access Service, in respect of each equipment rack to be supplied to Customer:
 - i NBN Co:
 - A will procure, install and maintain 24 pre-cabled and pre-terminated single mode fibre tie cables between the NBN Co ODF Termination Point and the fibre patch panel in the relevant equipment rack; but
 - B is not responsible for connecting any patch leads between the fibre patch panel in the relevant equipment rack and the installed Customer Active Equipment, within the relevant equipment rack; and
 - ii Customer:
 - A Subject to and in accordance with the Product Technical Specification for the Facilities Access Service, may request that NBN Co augment the 24 pre-cabled and pre-terminated single mode fibre tie cables up to a maximum of 72 fibres;; and

B is responsible for procuring, installing and maintaining single mode patch leads between the fibre patch panel in the relevant equipment rack and the Customer Active Equipment installed within the relevant equipment rack.

In each case, subject to or otherwise in accordance with the Product Technical Specification for the Facilities Access Service.

- (g) In supplying NBN Co Co-location, NBN Co will also procure, install, manage, maintain and make available to Customer additional supporting infrastructure specified in the [Product Technical Specification](#) for the Facilities Access Service, including:
- i general lighting in the area in which NBN Co Co-location is made available;
 - ii heating, ventilation and air conditioning in the area in which NBN Co Co-location is to be made available (which will be used by NBN Co for the purposes of section 2.2(h));
 - iii -48V DC telecommunications power supply;
 - iv where available, 230V 10A switched sockets (which meet AS 60038-2000) that are periodically spaced (in NBN Co's discretion) below or on the superstructure or in equipment rack aisles to power test equipment or laptops that may be used by Customer; and
 - v such other additional supporting infrastructure described in the [Product Technical Specification](#) for the Facilities Access Service,
- as more particularly described in or as limited by the [Product Technical Specification](#) for the Facilities Access Service.
- (h) NBN Co will use reasonable endeavours to provide a cooling configuration in the area in which NBN Co Co-location is to be made available of up to a maximum ambient temperature of 45°C with a maximum rate of change of temperature of 1.33°C/minute.
- (i) If requested by Customer for the purposes of supporting Rack Space diversity, NBN Co will use reasonable endeavours to provide NBN Co Co-location in separate equipment racks that are not adjacent to one another, subject to availability of equipment racks and NBN Co's operational requirements.
- (j) Customer acknowledges and agrees that with respect to the supply of NBN Co Co-location:

- i Customer is responsible for the installation, operation, maintenance and security of all Customer Active Equipment that is installed in Rack Space;
- ii Customer must not install, or attempt to install, any cross connects between separate equipment racks in Rack Space;
- iii if Customer wishes to establish a connection between two or more separate equipment racks in Rack Space, Customer may only establish that connectivity by ordering Cross Connects;
- iv Customer must at all times comply with the [Product Technical Specification](#) for Facilities Access Service and the [NBN Co Operations Manual](#), in accordance with the Wholesale Broadband Agreement between NBN Co and Customer; and
- v the equipment racks in which Rack Space will be made available may be situated in a location that is different to or physically distinct from the location of the relevant POI.

2.3 NBN Co ODF Termination Point

- (a) This section 2.3 applies if Customer orders the supply of NBN Co ODF Termination Point in respect of a relevant Aggregation Node Site and NBN Co accepts that order in accordance with the Wholesale Broadband Agreement between NBN Co and Customer.
- (b) NBN Co is responsible for:
 - i subject to section 2.3(d), connecting Customer's lead-in or backhaul transmission cable to a designated point (determined by NBN Co in its discretion and notified to Customer) on the NBN Co ODF at the relevant Aggregation Node Site (the **NBN Co ODF Termination Point**); and
 - ii procuring, installing and maintaining optical cable termination trays within the Site Boundaries of the relevant Aggregation Node Site for the purposes of supporting the Customer's lead-in or backhaul transmission cables.
- (c) Customer is responsible for:
 - i procuring, installing, operating and maintaining Customer's lead-in or backhaul transmission cables that are or will be connected to the NBN Co ODF Termination Point; and
 - ii installing Customer's lead-in or backhaul transmission cables that are located within the Site Boundaries of the relevant Aggregation Node

Site in optical fibre termination trays that are made available by NBN Co to Customer for that purpose.

- (d) Without limiting the generality of section 1.4, if Customer wishes to deploy Customer's lead-in or backhaul transmission cables:
- i within an area that is outside the Site Boundary of the relevant Aggregation Node Site; and
 - ii that area is within the building in which the relevant Aggregation Node Site is located,
- then:
- iii where the relevant Aggregation Node Site is located in a Type 1 Facility, arrangements made between NBN Co and Customer will apply and Customer must install Customer's lead-in or backhaul transmission cables in those optical fibre termination trays that are made available by NBN Co to Customer for that purpose in accordance with NBN Co's instructions; and
 - iv where the relevant Aggregation Node Site is located in a Type 2 Facility, arrangements made between Customer and the Underlying Facility Provider will apply and Customer must install Customer's lead-in or backhaul transmission cables in those optical fibre termination trays that are made available by the Underlying Facility Provider to Customer for that purpose in accordance with the Underlying Facility Provider's instructions.
- (e) NBN Co's ability to supply the Facilities Access Service to Customer in respect of a relevant Aggregation Node Site is dependent on Customer:
- i obtaining the rights referred to in section 2.3(d); or
 - ii otherwise entering into a contract or arrangement with NBN Co or the Underlying Facility Provider in regards to access to optical deployment trays in those areas of that building in which the relevant Aggregation Node Site is located that are outside the Site Boundaries of that relevant Aggregation Node Site.
- (f) Customer may engage a NBN Co-approved contractor to install Customer's lead-in or backhaul transmission cable up to the NBN Co ODF Termination Point in accordance with the requirements set out in the [Product Technical Specification](#) for the Facilities Access Service but must not permit the NBN Co-approved contractor to connect Customer's lead-in or backhaul transmission cable to the NBN Co ODF Termination Point.
- (g) After NBN Co connects Customer's lead-in or backhaul transmission cable to the NBN Co ODF Termination Point under section 2.3(b)i, NBN Co and

Customer will, at a mutually convenient time, perform a joint inspection of the connection works and Customer may test the performance of the connection to determine, acting reasonably, whether the connection has been made in accordance with this Product Description.

- (h) If Customer, acting reasonably, determines that the connection works have not been performed in accordance with this Product Description, NBN Co will re-perform the connection works, and section 2.3(g) and this section 2.3(h) will continue to apply until Customer has determined, acting reasonably, that the connection has been made in accordance with this Product Description.
- (i) Customer acknowledges and agrees that NBN Co does not support the installation and connection of multi mode fibre optic cables to the NBN Co ODF Termination Point.

3 Physical access

3.1 Types of physical access

- (a) This section applies if:
 - i NBN Co accepts Customer's order for the supply of NBN Co Co-location and/or NBN Co ODF Termination Point in respect of a relevant Aggregation Node Site in accordance with the Wholesale Broadband Agreement between NBN Co and Customer; and
 - ii in the case of a Type 2 Facility, Customer has duly executed an Access Seeker Undertaking.
- (b) NBN Co will provide Customer with, or arrange for Customer to have, physical access to that Aggregation Node Site for the sole purpose of:
 - i installing, operating, maintaining, testing and removing Customer Active Equipment in respect of equipment racks that are made available by NBN Co to Customer as part of NBN Co Co-location; and
 - ii installing, testing and removing Customer's lead-in or backhaul transmission cable up to the NBN Co ODF Termination Point in accordance with section 2.3,

(this is the **Permitted Purpose**), subject to and in accordance with the terms set out in this section 3. NBN Co will permit Customer to physically access the Aggregation Node Site for the Permitted Purpose, either on a Planned Access basis (as described in section 3.3) or an Emergency Access basis (as described in section 3.4).

- (c) Customer must not access, or attempt to access, any Aggregation Node Site:
 - i on any basis other than on a Planned Access or Emergency Access basis; or
 - ii for any purpose other than a Permitted Purpose.

3.2 Conditions to obtaining physical access to relevant Aggregation Node Sites that are located within Type 2 Facilities

Notwithstanding anything else in this section 3, before Customer is entitled to physically access any relevant Aggregation Node Site that is located within a Type 2 Facility, including on an Emergency Access basis, Customer must:

- (a) satisfy NBN Co that Customer has successfully completed all of the site induction and other courses that are required by the Underlying Facility Provider or by NBN Co prior to Customer's physical access request, as required by NBN Co from time to time; and
- (b) have executed the Access Seeker Undertaking in accordance with section 1.3.

3.3 Planned Access

- (a) NBN Co will make physical access to an Aggregation Node Site available for:
 - i installing, testing and removing Customer Active Equipment as described in clause 3.1(b)i or Customer's lead-in or backhaul transmission cable, as described in clause 3.1(b)ii on Business Days between 9:00am and 5:00pm; and
 - ii performing operations and maintenance on Customer Active Equipment, as described in clause 3.1(b)i at a date and time agreed between NBN Co and Customer,

at the location at which the relevant NBN Co Co-location or NBN Co ODF Termination Point (as applicable) is provided (**Planned Access**).
- (b) If Customer wishes to obtain Planned Access to an Aggregation Node Site, Customer must comply with the relevant requirements set out in the [NBN Co Operations Manual](#) and any policies notified by NBN Co to Customer in regards to physical access and physical access requests on a Planned Access basis.
- (c) Provided that Customer complies with section 3.3(b), NBN Co will either:
 - i enable Customer to obtain Planned Access to the relevant Aggregation Node Site using an electronic access control system (where available); or

- ii make available NBN Co Personnel to escort Customer Personnel to and from the relevant equipment racks within that Aggregation Node Site (this is **Escorted Physical Access**), unless NBN Co consents to Customer physically accessing the Aggregation Node Site without an escort (which consent NBN Co may withhold in its absolute discretion).

3.4 Emergency Access

- (a) NBN Co will make Emergency Access available on a 24 hours per day / 7 days per week basis.
- (b) If Customer wishes to Emergency Access an Aggregation Node Site, Customer must comply with the relevant requirements set out in the [NBN Co Operations Manual](#) and any policies notified by NBN Co to Customer in regards to physical access and physical access requests on an Emergency Access basis.
- (c) Subject to any requirements set out in the [NBN Co Operations Manual](#) and any policies notified by NBN Co to Customer in regards to physical access requests on an Emergency Access basis, Customer may only make an Emergency Access Request where:
 - i Customer considers, acting reasonably, that Customer needs to physically access an Aggregation Node Site for a Permitted Purpose on an expedited basis in response to an Emergency; and
 - ii informs NBN Co of the reasons why Customer considers that Customer needs to physically access an Aggregation Node Site for a Permitted Purpose on an expedited basis in response to an Emergency.
- (d) Provided that Customer complies with section 3.4(b), NBN Co will either:
 - i enable Customer to physically access that Aggregation Node Site using an electronic access control system (where available); or
 - ii provide Escorted Physical Access, unless NBN Co at its discretion consents in writing to Customer physically accessing the Aggregation Node Site without an escort.

4 Ordering, varying and cancelling supply

4.1 Introduction

This section 4 sets out the specific terms that apply to the ordering of the types of the Facilities Access Service. These terms apply in addition to the general terms

relating to the ordering of Products set out in the Wholesale Broadband Agreement between NBN Co and Customer and the [NBN Co Operations Manual](#).

4.2 General – Availability

- (a) NBN Co will make available for supply to Customer the Facilities Access Service in respect of an Aggregation Node Site on and from the date published on the NBN Co Website as being the “launch date” for the Facilities Access Service in respect of that Aggregation Node Site.
- (b) Customer is not entitled to order, and NBN Co is not obliged to make available for supply, the Facilities Access Service in respect of an Aggregation Node Site before the “launch date” for the Facilities Access Service in respect of that Aggregation Node Site.
- (c) Notwithstanding anything else in this Product Description, Customer acknowledges and agrees that the supply of the Facilities Access Service by NBN Co to Customer is subject to, among other things:
 - i the availability of the relevant types of the Facilities Access Service (and the various components of each type of service) at the time at which Customer places an order for those types of the Facilities Access Service; and
 - ii for a Type 2 Facility, any conditions or limitations on NBN Co’s ability to grant access to the Type 2 Facility.
- (d) Please refer to the [NBN Co Operations Manual](#) for more information regarding availability.

4.3 General – Capacity Management Policy

Customer agrees that:

- (a) NBN Co’s capacity to supply the types of the Facilities Access Service may be constrained and, accordingly, needs to be managed by NBN Co; and
- (b) the Capacity Management Policy set out in the [NBN Co Operations Manual](#) applies to the ordering, varying and cancellation of the supply of the types of the Facilities Access Service.

4.4 General – Hand back obligations

- (a) Within a reasonable period of the commencement of supply by NBN Co of any type of the Facilities Access Service (and in any event, within 4 weeks after the commencement of that supply), Customer must start providing a Customer Product to a Downstream Customer that relies on that type of the Facilities Access Service as an input.

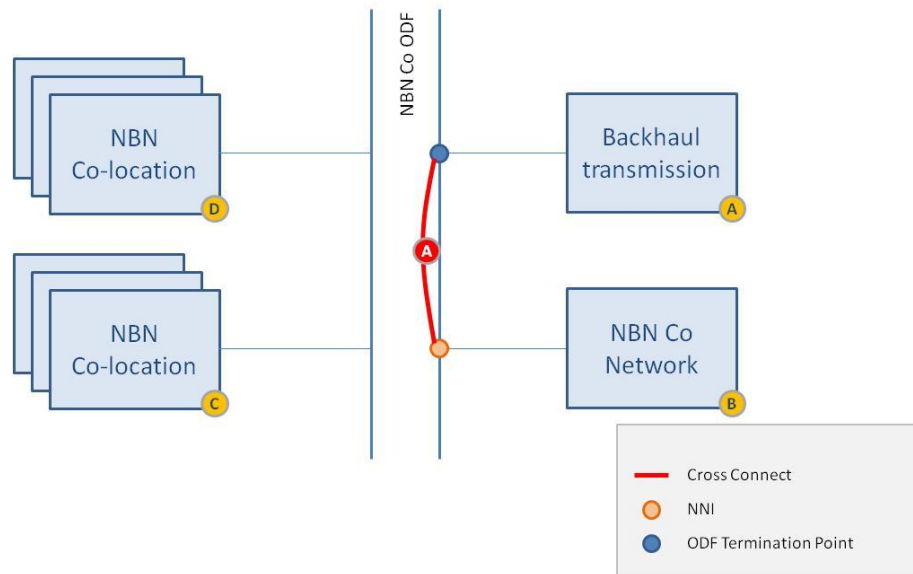
- (b) If Customer fails to commence supply in accordance with section 4.4(a), then NBN Co may, by giving written notice to Customer, withdraw Customer's right to access and use that type of the Facilities Access Service and offer any Other NBN Co Customer the option to access and use that type of the Facilities Access Service.
- (c) If Customer ceases to provide a Customer Product to a Downstream Customer that relies on any particular type of the Facilities Access Service supplied by NBN Co as an input for a continuous period of 4 weeks or more, then NBN Co may, by giving written notice to Customer, withdraw Customer's right to access and use that type of the Facilities Access Service and offer any Other NBN Co Customer the option to access and use that type of the Facilities Access Service.

4.5 Cross Connects only – Authorisation of Other NBN Co Customer to establishment of Cross Connect

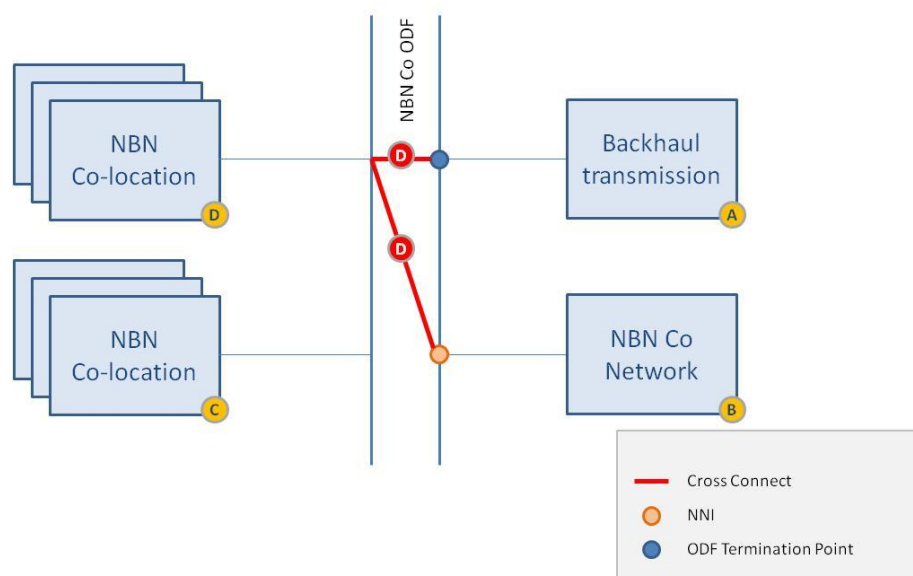
- (a) Where Customer orders a Cross Connect between a designated point on the NBN Co ODF and a point at which any Other NBN Co Customer has a designated point on the NBN Co ODF, then Customer must:
 - i obtain a written authorisation from an authorised representative of that Other NBN Co Customer (in the form specified and provided by NBN Co) regarding the establishment of that Cross Connect between those two points; and
 - ii provide a copy of that written authorisation to NBN Co that has been signed by the authorised representative of that Other NBN Co Customer; and
- (b) NBN Co is not obliged to accept that order until Customer has complied with section 4.5(a).

4.6 Cross Connects only – Relevant 'owner' of the Cross Connect in various interconnection scenarios

- (a) Where a connection is to be established between the designated point on the NBN Co ODF associated with an NNI and the point at which Customer's lead-in or backhaul transmission cable is presented on the NBN Co ODF, then Customer (rather than any Other NBN Co Customer) must acquire the relevant Cross Connect, as illustrated in the diagram set out below.

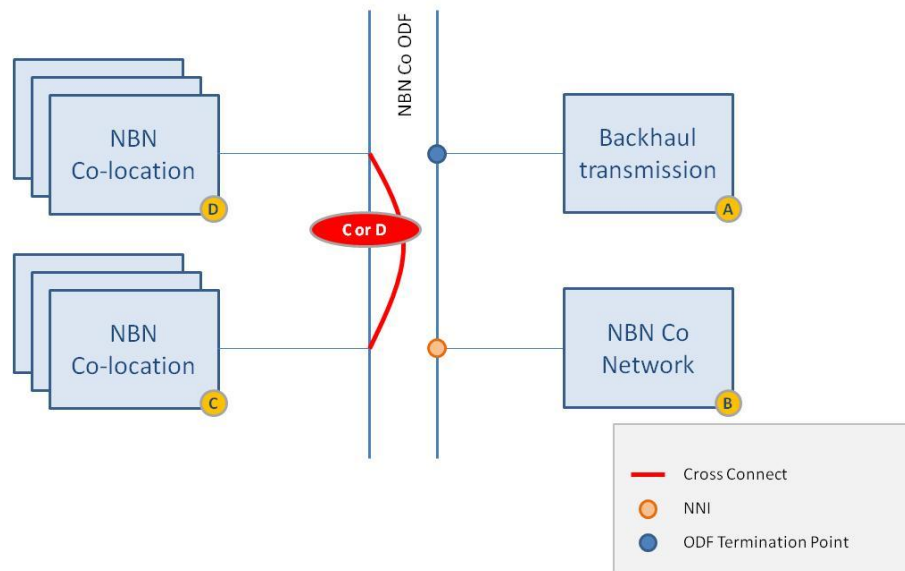


- (b) Where a connection is to be established between the point at which any other connection located within the building in which the relevant Aggregation Node Site is located and presented by NBN Co on the NBN Co ODF and:
- i the point at which Customer's lead-in or backhaul transmission cable is presented on the NBN Co ODF; or
 - ii the designated point on the NBN Co ODF associated with an NNI,
- then Customer (rather than the supplier of Customer's lead-in or backhaul transmission cable) must acquire the relevant Cross Connect, as illustrated in the diagram set out below.



- (c) Where a connection to be established between the point at which any other connection located within the building in which the relevant Aggregation

Node Site is located is presented by NBN Co on the NBN Co ODF and any other point at which any other connection located within the building in which the relevant Aggregation Node Site is located is presented by NBN Co on the NBN Co ODF, then Customer or that Other NBN Co Customer may acquire the relevant Cross Connect, as illustrated in the diagram set out below.



4.7 NBN Co Co-location only – Cap on number of equipment racks

- (a) Customer may only order NBN Co Co-location at a relevant Aggregation Node Site in respect of one or two equipment racks (being either 'full height equipment racks' or 'half height equipment racks') at that relevant Aggregation Node Site.
- (b) By way of example only, Customer may only order NBN Co Co-location at a relevant Aggregation Node Site in respect of the following combinations of full height equipment racks and half height equipment racks:
 - i one full height equipment rack at the relevant Aggregation Node Site;
 - ii one half height equipment rack at the relevant Aggregation Node Site;
 - iii two full height equipment racks at the relevant Aggregation Node Site;
 - iv two half height equipment racks at the relevant Aggregation Node Site (where each half height equipment rack is provided in a separate equipment rack); or

- v one full height equipment rack and one half height equipment rack at the relevant Aggregation Node Site.
- (c) NBN Co may reject any order placed by Customer for NBN Co Co-location at a relevant Aggregation Node Site if the fulfilment of that order would result in Customer acquiring NBN Co Co-location in respect of three or more equipment racks at that relevant Aggregation Node Site or if the order does not comply with section 4.7(a).
- (d) Customer may request that NBN Co notify Customer of the number of currently available equipment racks in respect of an Aggregation Node Site as at the date of Customer's request, and NBN Co will provide such notice to Customer in a timely manner.
- (e) The supply of equipment racks is subject to availability.

4.8 NBN Co ODF Termination Point only

- (a) Customer may only order NBN Co ODF Termination Point at a relevant Aggregation Node Site up to a maximum of two full optical fibre termination trays (i.e. 2 x 72 fibres) (in aggregate) at that relevant Aggregation Node Site.
- (b) NBN Co may reject any order placed by Customer for NBN Co ODF Termination Point if such order is not placed in accordance with section 2.3.
- (c) Customer may request that NBN Co notify Customer of the number of currently available optical fibre termination trays in respect of an Aggregation Node Site as at the date of Customer's request, and NBN Co will provide such notice to Customer in a timely manner.

5 Product-specific supply terms

5.1 Introduction

This section 5 sets out terms that specifically apply to the supply of the Facilities Access Service only.

5.2 General – Authorised Persons

- (a) Customer must ensure that:
 - i all Customer Personnel who enter any relevant Aggregation Node Site; and
 - ii all other persons that Customer invites, permits or otherwise causes to enter any relevant Aggregation Node Site,
 in connection with Customer's acquisition of Facilities Access Service, are Authorised Persons.

- (b) Customer must ensure that all Authorised Persons who Customer invites, permits or otherwise causes to enter any relevant Aggregation Node Site in connection with Customer's acquisition of Facilities Access Service:
 - i carries with them evidence of their successful completion of all Site Induction Courses; or
 - ii are otherwise able to demonstrate to NBN Co that they have successfully completed all Site Induction Courses,at all times during their presence within that relevant Aggregation Node Site.
- (c) Customer must not invite, permit or otherwise causes any person who is not an Authorised Person to enter any relevant Aggregation Node Site in connection with Customer's acquisition of Facilities Access Service.

5.3 General – Refusal of access

- (a) Customer acknowledges and agrees that Customer Personnel and any other person that Customer invites, permits or otherwise causes to enter any relevant Aggregate Node Site may be refused access to the Aggregate Node Site by NBN Co including where (without limitation):
 - i there is a health or safety risk sufficiently serious to warrant refusal of that access;
 - ii the access will unreasonably jeopardise or significantly interfere with the integrity of infrastructure, network, equipment, facilities or operations owned or operated by NBN Co or a third party; or
 - iii the person seeking access has previously caused problems for NBN Co or an Underlying Facility Provider (for example, in relation to violations of safety or operations practices) and such problems have not been resolved to the reasonable satisfaction of NBN Co or the Underlying Facility Provider.
- (b) Customer acknowledges and agrees that an Underlying Facility Provider may, from time to time, also refuse to grant access to Type 2 Facilities by Customer Personnel and any other person that Customer invites, permits or otherwise causes to enter any relevant Aggregate Node Site.

5.4 General – Business Rules

Customer must comply with the Business Rules when using the Facilities Access Service.

5.5 General – Compliance with specifications, manuals, rules, standards, work practices and work procedures

Customer must ensure that:

- (a) all Customer Personnel who enter any relevant Aggregation Node Site; and
- (b) all other persons that Customer invites, permits or otherwise causes to enter any relevant Aggregation Node Site,

in connection with Customer's acquisition of Facilities Access Service at that relevant Aggregation Node Site, comply with any and all of the following:

- (c) the requirements under this Product Description;
- (d) work practices and work procedures;
- (e) occupational health and safety laws, rules and standards;
- (f) technical specifications, standards and manuals; and
- (g) the [NBN Co Operations Manual](#) (to the extent that the [NBN Co Operations Manual](#) is applicable to physical access to the relevant Aggregation Node Site),

that may be notified (whether in writing or otherwise) from time to time by NBN Co to Customer or any Customer Personnel.

5.6 General – Customer must not install cables

Customer must not install, or invite, permit or cause any third party to install, any cross connect cables, patch cables or other cables within a Aggregation Node Site, except where:

- (a) those cables are permitted to be installed by Customer under this Product Description and are installed within the same equipment rack in which NBN Co Co-location is supplied to that Customer;
- (b) expressly provided otherwise in this Product Description; or
- (c) expressly approved by NBN Co in writing.

5.7 General – No assignment, sub-letting or other dealings

Customer must not assign, lease, license or otherwise deal with any right or benefit that is made available by NBN Co to Customer as part of the Facilities Access Service, or attempt to do any of these things.

5.8 General – No co-axial cables in the Aggregation Node Site

Without limiting section 5.6, Customer must not install, or invite, permit or cause any third party to install, any co-axial cables within any Aggregation Node Site.

5.9 General – No Customer access to NBN Co ODF or Cross Connects

Customer must not access, or attempt to access or invite, permit or cause any third party to access:

- (a) the NBN Co ODF at any Aggregation Node Site; or
- (b) any Cross Connects at any Aggregation Node Site.

5.10 General – No photography or video recordings

- (a) Except as provided in section 5.10(b), Customer must not make or cause to be made any visual or audio-visual recordings within any relevant Aggregation Node Site, including photographs or videos, without the prior written consent of NBN Co (which may be given or withheld or given with conditions, in NBN Co's discretion).
- (b) Customer may install cameras in a Type 1 Facility and, when the Underlying Facility Provider has consented, in a Type 2 Facility, within equipment racks on the condition that:
 - i NBN Co is reasonably satisfied that such cameras are not capable of making direct visual or audio-visual recordings of areas external to the equipment rack in which they are installed;
 - ii Customer complies with any instructions given to Customer by NBN Co in relation to the installation and use of such cameras;
 - iii upon request by NBN Co (where NBN Co reasonable grounds for doing so), Customer:
 - A promptly provides to NBN Co a copy of any visual and audio visual recordings that have been made by any such cameras within a reasonable period before the date of that request; and
 - B grants to NBN Co a non-exclusive, royalty-free, transferrable, perpetual, irrevocable and worldwide licence (with a right to sublicense) to adapt, modify, develop or use in any other way whatsoever the visual and audio visual recordings provided by Customer in accordance with this section; and

- iv in the case of cameras installed in Type 2 Facilities, such other conditions as may be imposed by the Underlying Facility Provider.
- (c) Without limitation, Customer agrees that:
 - i NBN Co may request that Customer provide to NBN Co a copy of any visual and audio visual recordings referred to in section 5.10(b)iiiA and grant to NBN Co the licence referred to in section 5.10(b)iiiB if NBN Co requires those recordings and/or licence for purposes that are related to resolving or settling a disagreement or dispute; and
 - ii such a request is deemed to be a request made on reasonable grounds for the purposes of section 5.10(b)iii.

5.11 General – Use of the Facilities Access Service

- (a) Customer acknowledges and agrees that:
 - i the Facilities Access Service entails providing Customer with access to scarce resources; and
 - ii Aggregation Node Sites are not intended to operate as a data centres (or similar) and have not been designed or dimensioned to support services of the nature typically provided in data centres,

and it must not install or operate:

 - iii any content distribution network infrastructure or hosting servers that is or will be used for the sole or dominant purpose of hosting data, caching or distributing content; or
 - iv any radio transmission equipment in any Rack Space that is or will be used for the sole or dominant purpose of operating a wireless voice or wireless data transmission network,

in any Aggregation Node Site, including in any Rack Space.

5.12 General – No transfer of assets or equipment

NBN Co retains ownership of all:

- (a) Cross Connects;
- (b) equipment racks;
- (c) optical fibre termination trays,

supplied to Customer and nothing in this Product Description or any other document or agreement transfers ownership of any Cross Connects, equipment racks or optical fibre termination trays to Customer.

5.13 NBN Co Co-location only – Type approval of Customer Active Equipment

- (a) Customer must obtain NBN Co's written consent (such consent not to be unreasonably withheld or delayed) to the installation of all types of Customer Active Equipment in Rack Space before installing such equipment.
- (b) Customer acknowledges and agrees that, for the purposes of section 5.13(a), NBN Co will not have unreasonably withheld or delayed its consent if NBN Co is not entitled to allow the installation of such equipment in that facility (including by reason of the contractual rights of access (if any) NBN Co has to a Type 2 Facility).

5.14 NBN Co Co-location only – Installation of circuit breakers

Customer may install individual circuit breakers to support the operation of Customer Active Equipment that Customer has installed within Rack Space and if Customer chooses to do so, it acknowledges and agrees that it is responsible for the procurement, installation, operation and maintenance of such circuit breakers.

5.15 NBN Co Co-location only – Laser hazards

Before installing a new type of Customer Active Equipment in an equipment rack, Customer must notify NBN Co of:

- (a) the make and model of that new type of Customer Active Equipment; and
- (b) the laser class of that new type of Customer Active Equipment as per AS/NZS 2211.1 or IEC 60825.1.

5.16 NBN Co Co-location only – Locks, keys, access cards and security

- (a) Customer must notify NBN Co immediately after Customer becomes aware that any lock, key or access card provided by NBN Co has become lost, stolen or defective.
- (b) NBN Co may supply additional or replacement keys and access cards to Customer on the condition that Customer pays the applicable fee set out in the Price List.
- (c) Customer must not tamper with, modify or remove any lock or locking mechanism provided by NBN Co in connection with any equipment rack.
- (d) Customer must comply with all security processes described in the [Product Technical Specification](#) for the Facilities Access Service and the [NBN Co Operations Manual](#).

5.17 NBN Co Co-location only – Use of 230V switched sockets

- (a) Customer agrees to only use the 230V switched sockets (which meet AS 60038-2000) that are made available by NBN Co to Customer as part of NBN

Co Co-location to power test equipment and laptops that may be used by Customer.

- (b) Without limiting the foregoing, Customer must not connect any equipment that is installed within any equipment rack to any of the 230V switched sockets that are made available by NBN Co as part of NBN Co Co-location.

5.18 NBN Co Co-location – Use of Customer Active Equipment

Customer must not use any Customer Active Equipment that is installed in any Rack Space for any purpose other than for purposes that are related to the transmission of traffic on an NBN Co Carriage Product, unless otherwise authorised by NBN Co in writing.

6 Type 2 Facility-specific supply terms

6.1 Application of this section

This section 6 applies to the extent that Customer acquires, or is seeking to acquire, a type of the Facilities Access Service in respect of a relevant Aggregation Node Site that is located within a Type 2 Facility.

6.2 Underlying Facility Provider's right to attend performance of certain works

Customer acknowledges and agrees that:

- (a) the Underlying Facility Provider is entitled to be present during the performance of infrastructure, make ready or maintenance works by NBN Co or Customer;
- (b) such works must be scheduled with reasonable regard to the entitlement of the Underlying Facility Provider to be present during the performance of such works; and
- (c) if the Underlying Facility Provider wishes to be present during the performance of such works, Customer must not perform such works unless the Underlying Facility Provider is present during the performance of such works.

6.3 Other provisions

Other sections of this Product Description also apply to the extent that Customer acquires, or is seeking to acquire, a type of the Facilities Access Service in respect of a relevant Aggregation Node Site that is located within a Type 2 Facility, including without limitation, sections 1.3, 1.4, 2.3(d), 3.2, 4.2, 5.2 and 5.3.

7 Service assurance package

- (a) The following Service Levels apply to NBN Co's supply of the Facilities Access Service to Customer:
 - i Facilities Access Order Processing Service Levels; and
 - ii Facilities Access Order Completion Service Levels.
- (b) Further details in regards to these Service Levels are set out in the [Service Levels Schedule](#).

8 Charges

The following Charges apply (where applicable) in connection with NBN Co's supply of the Facilities Access Service to Customer, from the date that the Facility Access Service is acquired by Customer:

Description	Amount
<i>Non-recurring set-up Charges for the Facilities Access Service</i>	
Set-up Cross Connect	Refer to section 4 of the Price List.
Set-up NBN Co Co-location (Lockable Full Height Equipment Rack)	Refer to section 4 of the Price List.
Set-up NBN Co Co-location (Lockable Half Height Equipment Rack)	Refer to section 4 of the Price List.
Set-up NBN Co ODF Termination Point	Refer to section 4 of the Price List.
<i>Recurring supply Charges for the Facilities Access Service</i>	
Supply of Cross Connect	Refer to section 5 of the Price List.
Supply of NBN Co Co-location (Lockable Full Height Equipment Rack)	Refer to section 5 of the Price List.
Supply of NBN Co Co-location (Lockable Half Height Equipment Rack)	Refer to section 5 of the Price List.
Supply of NBN Co ODF Termination Point	Refer to section 5 of the Price List.
<i>Ancillary Charges for the Facilities Access Service</i>	
Additional / Replacement Access Card	Refer to section 6 of the Price List.
Missed Appointment (During Business Hours)	Refer to section 6 of the Price List.
Missed Appointment (Outside Business Hours)	Refer to section 6 of the Price List.

9 Defined terms and interpretation

- (a) A capitalised term that is used in this Product Description and is defined in:
 - i the Dictionary for the Wholesale Broadband Agreement between NBN Co and Customer, has the meaning given to that term in the Dictionary for that agreement; or
 - ii in this section 9, has the meaning given to that term in this section 9.

(b) In this Product Description:

Access Seeker Undertaking has the meaning given to that term in section 1.3(b).

Aggregation Node Site means those parts of a building in which a POI is located that are within the Site Boundary.

Authorised Person means a person who has successfully completed relevant Site Induction Courses and has taken any steps and fulfilled any conditions as specified in the [NBN Co Operations Manual](#).

Building Entry Rights means the rights to deploy lead-in or backhaul transmission cables to a relevant Aggregation Node Site, including rights necessary to install, house, operate and maintain lead-in and backhaul transmission cables in the ducts leading into a building and those areas of a building in which a relevant Aggregation Node Site is located that are outside the Site Boundaries of a relevant Aggregation Node Site.

Capacity Management Policy means the policy set out in the [NBN Co Operations Manual](#) which specifies how NBN Co will manage capacity in relation to the supply of the types of the Facilities Access Service.

Cross Connect means the type of the Facilities Access Service that is described in section 2.1 and is more particularly described in the [Product Technical Specification](#) for the Facilities Access Service.

Customer Active Equipment means active equipment that is:

- i owned, controlled or operated by Customer;
- ii used by Customer in relation to the transmission of traffic on a NBN Co Carriage Product that is supplied by NBN Co to Customer or any Other NBN Co Customer; and
- iii of a type approved by NBN Co pursuant to section 5.13,

excluding hosting servers, content distribution network infrastructure, any other equipment that is used by Customer other than in relation to the transmission of traffic on an NBN Co Carriage Product that is supplied by NBN Co to Customer or any Other NBN Co Customer, and any other equipment as advised by NBN Co from time to time.

Emergency Access means physical access to NBN Co Co-location and/or NBN Co ODF Termination Point at an Aggregation Node Site that is permitted in accordance with section 3.4.

Emergency Access Request has the meaning given to that term in section 3.4(a).

Facilities Access Service has the meaning give to that term in section 1.1(a).

NBN Co Carriage Product means the “NBN Co Fibre Access Service” or “NFAS”.

NBN Co Co-location means the type of the Facilities Access Service that is described in section 2.2 and is more particularly described in the [Product Technical Specification](#) for the Facilities Access Service.

NBN Co ODF Termination Point means the type of the Facilities Access Service that is described in section 2.3 and is more particularly described in the [Product Technical Specification](#) for the Facilities Access Service.

NBN Co ODF, in respect of an Aggregation Node Site, means the optical distribution frame that is owned or operated by NBN Co at that Aggregation Node Site.

Permitted Purpose has the meaning given to that term in section 3.1(a).

Planned Access means physical access to NBN Co Co-location and/or NBN Co ODF Termination Point at an Aggregation Node Site that is permitted in accordance with section 3.3.

Planned Access Request has the meaning given to that term in section 3.3(a).

Rack Space means rack space made available by NBN Co to Customer for the purposes of NBN Co Co-location under this Product Description.

relevant Aggregation Node Site has the meaning give to that term in section 1.1(a).

Site Boundary means the area of the building in which a POI is located that is determined by NBN Co to be the site boundary of the relevant Aggregation Node Site as agreed between NBN Co and the Underlying Facility Provider and notified by NBN Co to Customer on request.

Site Induction Courses means, in connection with Customer’s acquisition of the Facilities Access Service, current site induction and any other courses that may be notified (in writing or otherwise) by:

- i NBN Co to Customer, where entry is to any Type 1 Facility; or
- ii NBN Co or the Underlying Facility Provider to Customer, in the case of access to a Type 2 Facility.

Type 1 Facility means a building that is occupied, owned or operated by NBN Co or a Related Body Corporate of NBN Co and in which an Aggregation Node Site is located.

Type 1 Facility Building Entry Processes means the processes applying from time to time to the exercise of Building Entry Rights in respect of Aggregation Nodes Sites that are located within Type 1 Facilities as notified by NBN Co to Customer.

Type 2 Facility means a building in which an Aggregation Node Site is located that is not a Type 1 Facility.

Type 2 Facility Owner means the occupier, owner, operator or controller of a Type 2 Facility.

Underlying Facility Provider means the entity that occupies, owns, operates or controls a Type 2 Facility.

- (c) The rules of interpretation set out in clause H5 of the Wholesale Broadband Agreement between NBN Co and Customer apply to this Product Description.

Service Description

NBN Co Platform Interfacing Service

RELEASE 1.0



This document forms part of NBN Co's Wholesale Broadband Agreement which is a Standard Form of Access Agreement for the purposes of Part XIC of the Competition and Consumer Act 2010.



NBN Co Limited

NBN Co Platform Interfacing Service - Service Description

30/11/2011

Release: 1.0

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Environment

NBN Co asks that you consider the environment before printing this document.

1 NBN Co Platform Interfacing Service

1.1 What is the NBN Co Platform Interfacing Service?

- (a) The NBN Co Platform Interfacing Service enables Customer to connect to, and interface with, the NBN Co Platform for the purpose of performing the following business transactions on Customer's own behalf in relation to the NFAS:
 - i activation transactions which include Address Enquiries, Service Qualification Enquiries, Order Feasibility Checks, submission of orders, enrichment of orders with further information, modification of in-flight orders and tracking of in-flight orders, as well as such other transactions as may be described as activation transactions in the [NBN Co Operations Manual](#) (these are **Activation Transactions**); and
 - ii assurance transactions which include submission of Trouble Tickets, modification of Trouble Tickets and tracking of Trouble Tickets, as well as such other transactions as may be described as assurance transactions in the [NBN Co Operations Manual](#) (these are **Assurance Transactions**),(each, a **Key Business Transaction**).
- (b) The NBN Co Platform Interfacing Service is made available by NBN Co, and can be acquired by Customer, in two different forms:
 - i B2B Access, as described in section 1.2 and more particularly described in the B2B Specifications, once NBN Co introduces the NBN Co Platform Interfacing Service in the form of B2B Access pursuant to the Wholesale Broadband Agreement;
 - ii NBN Co Service Portal, as described in section 1.3 and more particularly described in the [NBN Co Operations Manual](#).

1.2 What is B2B Access?

- (a) B2B Access enables Customer and NBN Co to perform Key Business Transactions using their own operations support systems and billing support systems by exchanging encrypted and digitally-signed messages over the Internet using ebXML between ebXML-compliant gateway servers that are hosted by Customer and NBN Co respectively (this is **B2B Access**).
- (b) The exchange of message between the ebXML-compliant gateway server that is hosted by Customer (**Customer B2B Gateway**) and the ebXML-compliant gateway server that is hosted by NBN Co (**NBN Co B2B Gateway**) is illustrated in the diagram set out below:

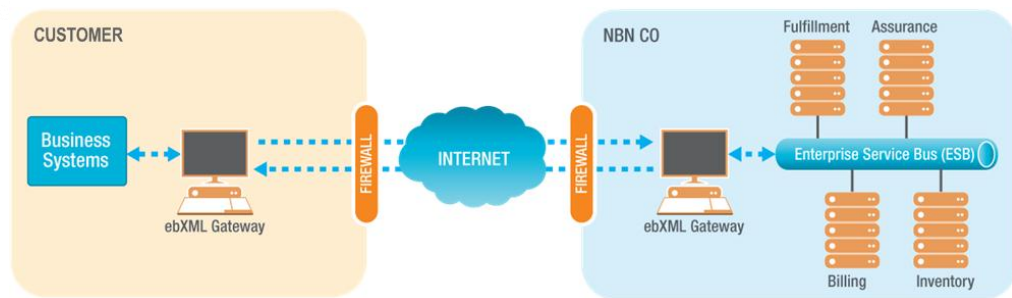


Figure 1: Exchange of messages between the Customer B2B Gateway and the NBN Co B2B Gateway.

- (c) B2B Access is more particularly described in the B2B Specifications.

1.3 What is the NBN Co Service Portal?

- (a) The NBN Co Service Portal enables Customer and NBN Co to perform Key Business Transaction over the Internet using a web-based portal that is designed, created, hosted, operated and maintained by NBN Co (this is the **NBN Co Service Portal**).
- (b) The NBN Co Service Portal is more particularly described in the [NBN Co Operations Manual](#).

1.4 Accuracy of information accessible through the NBN Co Platform Interfacing Service

NBN Co will use reasonable endeavours to ensure that the information provided to Customer through Customer's use of the NBN Co Platform Interfacing Service is accurate, complete and up-to-date.

1.5 Location

- (a) NBN Co will supply the NBN Co Platform Interfacing Service from either or both of the following locations:
- i NBN Co Data Centre at Ultimo, New South Wales; and
 - ii NBN Co Data Centre at Springfield, Queensland.
- (b) NBN Co may also supply the NBN Co Platform Interfacing Service from or within any other locations notified by NBN Co to Customer from time to time.

1.6 Exclusions

- (a) If Customer acquires the NBN Co Platform Interfacing Service in the form of B2B Access, Customer agrees that the NBN Co Platform Interfacing Service does not include:
- i direct access to or direct use of the NBN Co core systems or the functionality of NBN Co's core systems;

- ii the supply, installation, hosting, operation or maintenance of the Customer B2B Gateway;
 - iii any Internet or other connectivity between the Customer B2B Gateway and the NBN Co B2B Gateway; or
 - iv any interfaces or interfacing between the Customer B2B Gateway and the NBN Co B2B Gateway.
- (b) If Customer acquires the NBN Co Platform Interfacing Service in the form of the NBN Co Service Portal, Customer agrees that the NBN Co Platform Interfacing Service does not include:
- i direct access to or direct use of the NBN Co core systems or the functionality of NBN Co's core systems; or
 - ii any Internet or other connectivity.

1.7 Access may not be continuous or free of faults

Customer agrees that access to and use of the NBN Co Platform Interfacing Service will not be continuous or free of faults. Customer also agrees that access to and use of the NBN Co Platform Interfacing Service may be subject to outages and/or interrupted by NBN Co in accordance with the Wholesale Broadband Agreement.

2 Product-specific ordering terms

2.1 Introduction

This section 2 sets out the terms that specifically apply to the ordering of the NBN Co Platform Interfacing Service. These terms apply in addition to the general terms relating to the ordering of Products contained in the Wholesale Broadband Agreement and the [NBN Co Operations Manual](#).

2.2 Form of NBN Co Platform Interfacing Service

- (a) When placing an order for the supply of the NBN Co Platform Interfacing Service, Customer must specify whether Customer wishes to acquire the NBN Co Platform Interfacing Service in the form of:
- i B2B Access (once NBN Co introduces the NBN Co Platform Interfacing Service in the form of B2B Access pursuant to the Wholesale Broadband Agreement);
 - ii the NBN Co Service Portal; or
 - iii B2B Access and the NBN Co Service Portal (once NBN Co introduces the NBN Co Platform Interfacing Service in the form of B2B Access pursuant to the Wholesale Broadband Agreement).

- (b) Customer may request that NBN Co change the form in which Customer acquires the NBN Co Platform Interfacing Service.

3 Product-specific supply terms

3.1 Introduction

This section 3 sets out terms that specifically apply to the supply of the NBN Co Platform Interfacing Service only.

3.2 Business Rules

Customer must comply with the Business Rules when using the NBN Co Platform Interfacing Service.

3.3 NBN Co Platform-Related Software

- (a) NBN Co may provide or make available to Customer certain NBN Co Platform-Related Software as part of the NBN Co Platform Interfacing Service.
- (b) Customer must:
 - i install and implement the NBN Co Platform-Related Software; and
 - ii successfully complete all required testing in respect of that installation and implementation,

in accordance with NBN Co's instructions.
- (c) NBN Co (or its licensors) may release upgrades or updates to the NBN Co Platform-Related Software.
- (d) Customer must install all of these and any associated upgrades and updates in accordance with NBN Co's reasonable instructions.

3.4 No access to NBN Co core systems

Customer must not access or interfere with, or attempt to access or interfere with, the NBN Co core systems or the functionality of NBN Co's core systems, whether through the use of the NBN Co Platform Interfacing Service, the NBN Co Platform-Related Software or by any other means whatsoever.

3.5 No assignment or transfer of rights

Customer must not assign or otherwise transfer its rights in respect of the NBN Co Platform Interfacing Service or the NBN Co Platform-Related Software to any third party without NBN Co's prior written consent (not to be unreasonably withheld).

3.6 No changes or interference

Customer must not change or otherwise interfere with the NBN Co Platform, the NBN Co Platform Interfacing Service or the NBN Co Platform-Related Software (except in the ordinary course of properly using or configuring the NBN Co Platform Interfacing Service or the NBN Co Platform-Related Software).

3.7 No copying, reverse engineering, data mining, etc

- (a) Customer must not copy, or attempt to copy, any part of the NBN Co Platform-Related Software (or any of the data accessible through the NBN Co Platform Interfacing Service or the NBN Co Platform-Related Software), except for:
 - i copying of business-to-business messages generated or transmitted by, on or through the NBN Co Platform Interfacing Service as a result of the performance of Key Business Transactions;
 - ii making a single copy of any NBN Co Platform-Related Software for back-up purposes;
 - iii copying of any NBN Co Platform-Related Software for testing purposes approved by NBN Co; or
 - iv copying of any NBN Co Platform-Related Software that may be inherent in the design of the normal operation of that software.
- (b) Customer must not reverse engineer, decompile or access the source code of the NBN Co Platform Interfacing Service, the NBN Co Platform-Related Software, the NBN Co B2B Gateway (where applicable) or the NBN Co core systems or the functionality of NBN Co's core systems, or attempt to do any of these things.
- (c) Customer must not perform any data mining or similar activities on or through the use of the NBN Co Platform Interfacing Service or the NBN Co Platform-Related Software.

3.8 No unauthorised use

- (a) Customer must keep secure and protect from unauthorised use any usernames, passwords and digital certificates (where applicable) provided to or used by Customer in connection with the NBN Co Platform Interfacing Service and the NBN Co Platform-Related Software.
- (b) Customer is responsible for any and all use of the NBN Co Platform Interfacing Service and the NBN Co Platform-Related Software, whether by its authorised users or other third parties accessing the NBN Co Platform Interfacing Service or the NBN Co Platform-Related Software supplied or made available by NBN Co to Customer.

3.9 Preserving confidentiality of digital certificates

Digital certificates that are issued by NBN Co to Customer in connection with the NBN Co Platform Interfacing Service are the Confidential Information of NBN Co. Customer must ensure that the confidentiality of these digital certificates is preserved and maintained in accordance with the terms of the Wholesale Broadband Agreement.

3.10 Usage

- (a) Customer may use the NBN Co Platform Interfacing Service for the purpose of performing Customer's or any Downstream Customer's Key Business Transactions and for any other purposes that may be approved by NBN Co in writing.
- (b) Customer must not use the NBN Co Platform Interfacing Service for any purpose other than the purposes set out in section 3.10(a).

3.11 Use of Service Qualification Information

- (a) Customer may use Service Qualification Information accessed by Customer through Customer's use of the NBN Co Platform Interfacing Service for the purposes of:
 - i determining whether a Product is available in respect of a Premises or location;
 - ii developing and planning the supply of Customer Products;
 - iii choosing whether to place an order for a Product; and
 - iv marketing the supply of Customer Products,and for any other purposes that may be approved by NBN Co in writing.
- (b) Customer must not use or disclose to any third party (except to a Downstream Customer that is a Carrier, Carriage Service Provider, Content Service Provider or Specified Utility engaging in a related Specified Activity) any Service Qualification Information accessed by Customer through Customer's use of the NBN Co Platform Interfacing Service for any purpose other than the purposes set out in section 3.11(a).

3.12 Use of Order Feasibility Information

- (a) Customer may use Order Feasibility Information accessed by Customer through Customer's use of the NBN Co Platform Interfacing Service for the purposes of:
 - i determining whether a particular order that Customer intends to place through the NBN Co Platform Interfacing Service is capable of

being placed in accordance with the requirements of the Wholesale Broadband Agreement; and

- ii developing and planning orders for the acquisition of Products that Customer intends to place through the NBN Co Platform Interfacing Service,

and for any other purposes that may be approved by NBN Co in writing.

- (b) Customer must not use or disclose to any third party (except a Downstream Customer that is a Carrier, Carriage Service Provider, Content Service Provider or Specified Utility engaging in a related Specified Activity) any Order Feasibility Information accessed by Customer through Customer's use of the NBN Co Platform Interfacing Service for any purpose other than the purposes set out in section 3.12(a).

4 B2B Access-specific supply terms

4.1 Introduction

This section 4 sets out terms that specifically apply to the supply of the NBN Co Platform Interfacing Service if Customer acquires the NBN Co Platform Interfacing Service in the form of B2B Access (whether separately or in conjunction with the NBN Co Service Portal) once NBN Co introduces the NBN Co Platform Interfacing Service in the form of B2B Access pursuant to the Wholesale Broadband Agreement.

4.2 Compliance with the Collaboration Protocol Agreement

Customer must ensure that Customer's platforms and systems comply with the Collaboration Protocol Agreement.

4.3 Connectivity

Customer is responsible for, and will bear all costs in connection with, establishing, operating and maintaining connectivity between the Customer B2B Gateway and the NBN Co B2B Gateway to facilitate B2B Access.

4.4 Co-operation

- (a) On request by NBN Co, Customer must provide to NBN Co all information reasonably required by NBN Co to create the Collaboration Protocol Agreement and any digital certificates and security protocols to be used in connection with B2B Access.
- (b) On request by NBN Co, Customer must use reasonable endeavours to make available to NBN Co the Personnel of Customer who are subject matter experts to support any root cause analysis and incident resolution that may

be performed by NBN Co in connection with Customer's access to or use of B2B Access.

4.5 Digital certificates and security protocols

Customer must manage digital certificates and all other security protocols to be used in connection with B2B Access in accordance with the requirements of the B2B Specifications for the NBN Co Platform Interfacing Service.

4.6 Hosting of the Customer B2B Gateway

Customer must acquire, install, host, operate and maintain the Customer B2B Gateway in accordance with the requirements of the B2B Specifications.

4.7 Integration of Customer's OSS/BSS and Customer B2B Gateway

Customer must acquire, install, host, operate and maintain the Customer B2B Gateway and integrate that Customer B2B Gateway with Customer's operation support systems and billing support systems in accordance with the requirements of the B2B Specifications.

5 NBN Co Service Portal-specific supply terms

5.1 Introduction

This section 5 sets out terms that specifically apply to the supply of the NBN Co Platform Interfacing Service if Customer acquires the NBN Co Platform Interfacing Service in the form of the NBN Co Service Portal (whether separately or in conjunction with B2B Access).

5.2 Co-operation

- (a) On request by NBN Co, Customer must provide to NBN Co all information reasonably required by NBN Co to create security protocols that are used in connection with the NBN Co Service Portal.
- (b) On request by NBN Co, Customer must use reasonable endeavours to make available to NBN Co the Personnel of Customer who are subject matter experts to support any root cause analysis and incident resolution that may be performed by NBN Co in connection with Customer's access to or use of the NBN Co Service Portal.

5.3 Connectivity

Customer is responsible for acquiring, operating and maintaining Internet connectivity to facilitate Customer's access to the NBN Co Service Portal.

6 NBN Co Platform Workarounds

6.1 Determination that NBN Co Platform is not Operational

- (a) The parties agree that it is operationally and technically impossible for complex business-to-business interfacing systems to operate continuously and free of any faults, even if designed in a way that is intended to perform at high levels of reliability, resiliency and up time.
- (b) NBN Co may make a determination that the whole or any part of:
 - i any of NBN Co's core systems or any of the platforms or systems that support the operation of the NBN Co Platform Interfacing Service, including the NBN Co Service Portal or B2B Access;
 - ii any NBN Co Platform-Related Software; or
 - iii the NBN Co B2B Gateway,(collectively, in relation to this section 6, the **NBN Co Platform**) is not Operational.
- (c) If NBN Co makes a determination that the whole or any part of the NBN Co Platform is not Operational:
 - i NBN Co will notify Customer of that determination, giving reasons where practicable and an estimate of the length of time that the NBN Co Platform or that part of the NBN Co Platform is likely to remain not Operational;
 - ii NBN Co may temporarily suspend Customer's rights to use the NBN Co Platform or that part of the NBN Co Platform until such time as NBN Co makes a determination in accordance with section 6.3(b) that the NBN Co Platform or that part of the NBN Co Platform is Operational;
 - iii where it is reasonably practicable to do so, NBN Co will consult with Customer, and reasonably consider any feedback given by Customer, in regards to any workarounds that will apply in substitution of the processes and timeframes set out in the Wholesale Broadband Agreement; and
 - iv NBN Co will notify Customer of any workarounds that will apply in substitution of the processes and timeframes set out in the Wholesale Broadband Agreement until NBN Co makes a determination in accordance with section 6.3(b) that the NBN Co Platform or that part of the NBN Co Platform is Operational (each, an **NBN Co Platform Workaround**).

6.2 NBN Co Platform Workarounds

- (a) NBN Co and Customer agree to comply with any NBN Co Platform Workarounds until NBN Co makes a determination in accordance with section 6.3(b) that the NBN Co Platform or the relevant part of the NBN Co Platform is Operational.
- (b) NBN Co will use reasonable endeavours to:
 - i ensure that any NBN Co Platform Workarounds are, as far as is reasonably practicable, consistent with the processes set out in the Wholesale Broadband Agreement; and
 - ii minimise, where it is reasonably practicable to do so, any adverse impact(s) that an NBN Co Platform Workaround may have on Customer.

6.3 Determination that the NBN Co Platform is Operational

- (a) NBN Co will use reasonable endeavours to minimise the period in which the NBN Co Platform or the relevant part of the NBN Co Platform is not Operational.
- (b) NBN Co must make a determination that the NBN Co Platform or the relevant part of the NBN Co Platform is Operational as soon as NBN Co considers, acting reasonably, that the reasons NBN Co made the determination that the NBN Co Platform or the relevant part of the NBN Co Platform was not Operational have been resolved.
- (c) As soon as is reasonably practicable after NBN Co makes a determination that the NBN Co Platform or the relevant part of the NBN Co Platform is Operational in accordance with section 6.3(b), NBN Co will:
 - i notify Customer of that determination; and
 - ii reinstate Customer's use of the NBN Co Platform or the relevant part of the NBN Co Platform.
- (d) As soon as NBN Co notifies Customer, the NBN Co Platform Workarounds will immediately cease to have effect and the parties will, from that time, comply with the processes and timeframes set out in the Wholesale Broadband Agreement in relation to the NBN Co Platform.
- (e) Any orders placed by Customer in accordance with any NBN Co Platform Workarounds may continue to be processed by NBN Co in accordance with such NBN Co Platform Workarounds until all of those orders have been processed by NBN Co.

7 Service assurance package

- (a) The NBN Co Platform Availability Service Level applies to NBN Co's supply of the NBN Co Platform Interfacing Service to Customer.
- (b) Details in regards to this Service Level are set out in the [Service Levels Schedule](#).

8 Charges

No Charges will apply to NBN Co's supply of the NBN Co Platform Interfacing Service.

9 Defined terms and interpretation

- (a) A capitalised term that is used in this Service Description and is defined in:
 - i the Dictionary for the Wholesale Broadband Agreement, has the meaning given to that term in the Dictionary for that agreement; or
 - ii in this section 9, has the meaning given to that term in this section 9.
- (b) In this Service Description:

Activation Transactions has the meaning given to that term in section 1.1(a)i.

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

Assurance Transactions has the meaning given to that term in section 1.1(a)ii.

B2B Access has the meaning given to that term in section 1.2(a).

B2B Specifications means the latest version of the set of documents that NBN Co identifies as being the B2B Specifications and which NBN Co provides to Customer from time to time, which (by way of example) may include the following documents:

- i B2B Interaction Business Process Technical Specification;
- ii B2B Gateway Architecture Technical Specification;
- iii B2B Product Definition Technical Specification;
- iv Manage Address Interface Functional Specification;
- v Manage Address Interface Technical Specification;

- vi Manage Address Batch Interface Functional Specification;
- vii Manage Address Batch Interface Technical Specification;
- viii Manage Inventory Interface Functional Specification;
- ix Manage Inventory Interface Technical Specification;
- x Manage Product Order Interface Functional Specification;
- xi Manage Product Order Interface Technical Specification;
- xii Manage Service Qualification Interface Functional Specification;
- xiii Manage Service Qualification Interface Technical Specification;
- xiv Manage Service Qualification Batch Interface Functional Specification;
- xv Manage Service Qualification Batch Interface Technical Specification;
- xvi Interface Common Objects Specification; and
- xvii Product Attributes & Business Rules.

Collaboration Protocol Agreement means the collaboration protocol agreement notified by NBN Co to Customer for the purposes of the NBN Co Platform Interfacing Service from time to time.

Customer B2B Gateway has the meaning given to that term in section 1.2(b).

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

Key Business Transactions has the meaning given to that term in section 1.1(a).

NBN Co B2B Gateway has the meaning given to that term in section 1.2(b).

NBN Co Platform has the meaning given to that term in section 6.1(b).

NBN Co Platform Interfacing Service means the NBN Co Platform Interfacing Service described in the [Service Description for the NBN Co Platform Interfacing Service](#).

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

NBN Co Platform Workaround has the meaning given to that term in section 6.1(c)iv.

NBN Co Service Portal has the meaning given to that term in section 1.3(a).

NFAS means the NBN Co Fibre Access Service that is described in the [Product Description for the NBN Co Fibre Access Service](#).

Operational, in respect of the NBN Co Platform Interfacing Service, means where NBN Co reasonably considers that Customer, or Other NBN Co Customers who are acquiring the NBN Co Platform Interfacing Service, are able to perform the Key Business Transactions through the NBN Co Platform Interfacing Service.

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

Order Feasibility Information means information provided through the NBN Co Platform in connection with an Order Feasibility Check.

Service Qualification Enquiry means an enquiry that is made through the NBN Co Platform Interfacing Service as to whether a Product is available in respect of a Premises.

Service Qualification Information means information provided through the NBN Co Platform in connection with a Service Qualification Enquiry.

Trouble Ticket has the meaning given to that term in the [NBN Co Operations Manual](#).

- (c) The rules of interpretation set out in clause H5 of the Wholesale Broadband Agreement apply to this Service Description.

Service Description

Sandpit

RELEASE 1.0



This document forms part of NBN Co's Wholesale Broadband Agreement which is a Standard Form of Access Agreement for the purposes of Part XIC of the Competition and Consumer Act 2010.



NBN Co Limited

Sandpit Service Description

30/11/2011

Release: 1.0

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Environment

NBN Co asks that you consider the environment before printing this document.

1 Sandpit

1.1 What is the Sandpit?

- (a) The Sandpit is a test and verification facility that is made available by NBN Co to Customer (**Sandpit**) for the purposes of Customer:
- i preparing for and performing Pre-Certification Testing as required by the Wholesale Broadband Agreement in respect of:
 - A the NNI Product Component of the NFAS;
 - B the CVC Product Component of the NFAS;
 - C the AVC Product Component of the NFAS; and
 - D the UNI Product Component of the NFAS,(these are **NFAS PCT Activities**);
 - ii performing the following activities that are related to the performance of Pre-Certification Testing in respect of the NBN Co Platform Interfacing Service as required by the Wholesale Broadband Agreement:
 - A the performance of business process interoperability activities related to the development of the Customer B2B Gateway in accordance with test specifications that are notified by NBN Co to Customer from time to time;
 - B the performance of ebMS interoperability functional testing activities in accordance with the B2B Sandpit ebXML Collaboration Profile Agreement provided by NBN Co to Customer;
 - C the performance of functional testing related to the development or maintenance of Customer's operational support systems in accordance with the technical specifications that are notified by NBN Co to Customer from time to time, which may include the exchange of structured ebXML messages between the Customer B2B Gateway and the Sandpit B2B Gateway in relation to:
 - pre-order management, including address queries, service qualification enquiries and order feasibility checks; and
 - order management, including submitting orders and fair order progression notifications;

(these are **NBN Co Platform Interfacing Service PCT Activities**);

- iii preparing for and performing Pre-Certification Testing as required by the Wholesale Broadband Agreement in respect of the Multicast functionality of the NFAS, including in relation to:

- A the Multicast AVC Product Component of the NFAS; and

- B the Multicast Domain Product Component of the NFAS,

(these are **Multicast PCT Activities**); and

- iv developing Customer Products that are directly related to the Products that are or will be acquired by Customer from NBN Co (these are **Development Activities**).

- (b) Customer must not use the Sandpit for any purpose other than to perform the activities referred to in section 1.1(a).

- (c) The Sandpit construct is illustrated in the diagram set out below:

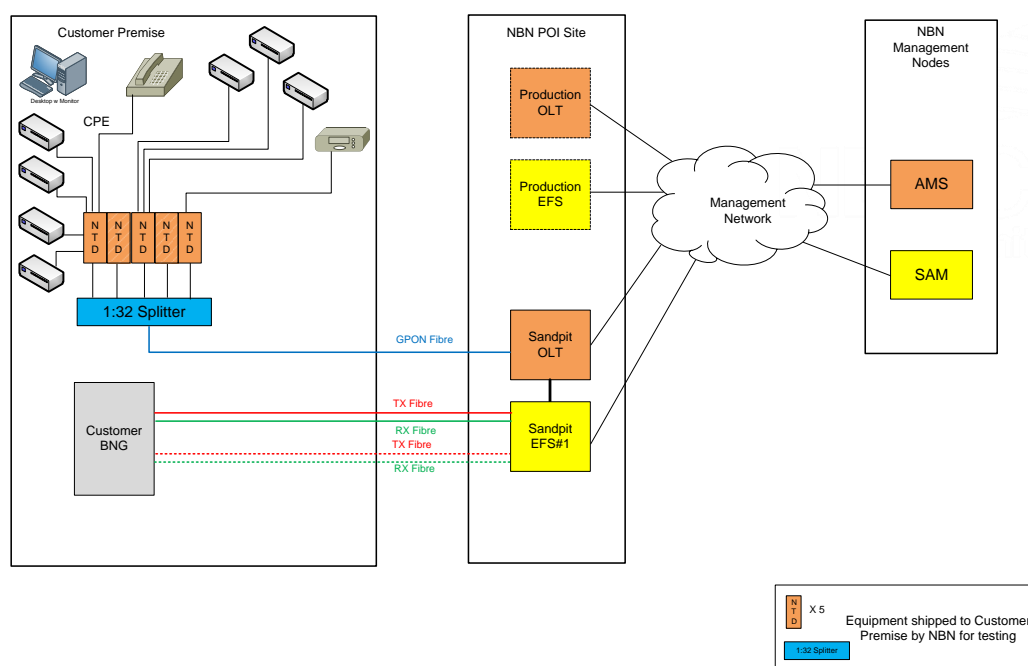


Figure 1: Sandpit construct

- (d) As part of NBN Co's supply of the Sandpit and for the purposes of enabling Customer to perform NFAS PCT Activities, Multicast PCT Activities and Development Activities:

- i NBN Co will make available for Customer's use:

- A NNI capability that mirrors the type and structure of the NNIs available as a Product Component of the NFAS;

- B CVC capability that mirrors the type and structure of the CVCs available as a Product Component of the NFAS (except in the case of Multicast PCT Activities and Development Activities in respect of the Multicast functionality of the NFAS, where NBN Co will make available for Customer's use a Multicast Domain capability that is intended to mirror the type and structure of the Multicast Domain which will be made available as a Product Component of the NFAS when the Multicast functionality is introduced as part of the NFAS);
 - C AVC capability that mirrors the type and structure of the AVCs available as a Product Component of the NFAS (except in the case of Multicast PCT Activities and Development Activities in respect of the Multicast functionality of the NFAS, where NBN Co will make available for Customer's use a Multicast AVC capability that is intended to mirror the type and structure of the Multicast AVC which will be made available as a Product Component of the NFAS when Multicast functionality is introduced as part of the NFAS); and
 - D UNI capability through provision of fibre-specific NTDs and fibre splitters; and
 - ii NBN Co will deliver to Customer:
 - A five fibre-specific NTDs (each with labelling and AC power cables) that have been pre-configured by NBN Co;
 - B one 1:32 fibre splitter;
 - C one set-up guide; and
 - D a contact matrix,

for use by Customer in connection with the Sandpit.
- (e) Customer is responsible for installing and operating the five fibre-specific NTDs and 1:32 fibre splitter in Customer's premises in accordance with the set-up guide and NBN Co's instructions.
- (f) Customer must not:
 - i use the fibre-specific NTDs, 1:32 fibre splitter, set-up guide or contact matrix for any purpose other than to perform NFAS PCT Activities, Multicast PCT Activities or Development Activities; or
 - ii reconfigure, or attempt to reconfigure, the fibre-specific NTDs.

- (g) The fibre-specific NTDs, 1:32 fibre splitter, set-up guide and contact matrix remain the property of NBN Co. Customer is fully responsible for and assumes risk in the fibre-specific NTDs, 1:32 fibre splitter, set-up guide and contact matrix from the time at which Customer receives delivery of those items from NBN Co until the time at which NBN Co receives return delivery of those items from Customer.
- (h) As part of NBN Co's supply of the Sandpit and for the purposes of enabling Customer to perform NBN Co Platform Interfacing Service PCT Activities and Development Activities, NBN Co will make available to the Customer the following:
 - i digital certificate(s) for the purpose of enabling Customer to establish a secure connection between the Customer B2B Gateway and the Sandpit; and
 - ii a collaboration protocol agreement (XML) that defines the published services and ebXML-compliant gateway message service handler configuration applicable to the Sandpit.

1.2 Location of Sandpits

- (a) Sandpits are based within the following locations:
 - i NBN Co Aggregation Node in Sydney, New South Wales;
 - ii NBN Co Aggregation Node in West Melbourne, Victoria;
 - iii NBN Co Aggregation Node in Brisbane, Queensland;
 - iv NBN Co Aggregation Node in Adelaide, South Australia;
 - v NBN Co Data Centre at Ultimo, New South Wales; and
 - vi National Test Facility in Perth, Western Australia (for Multicast PCT Activities only).
- (b) NBN Co may also base the Sandpits at or within other locations notified by NBN Co to Customer from time to time, and such locations or parts of such locations are deemed to be Sandpits for the purposes of this Service Description.

1.3 Access to the Sandpits

Customer agrees that:

- (a) the Sandpits in West Melbourne, Brisbane and Adelaide are based in facilities that are owned by NextGen Networks;

- (b) the National Test Facility in Perth is based in a facility that is owned by NextGen Networks;
- (c) the Sandpit in the NBN Co Aggregation Node in Sydney and the Sandpit in the NBN Co Data Centre at Ultimo are based in facilities that are owned by Global Switch; and
- (d) if necessary, Customer is responsible for arranging physical access to the facility in which Sandpits are based directly with the owner of the facility in which the Sandpit is based in order to establish connectivity between the Customer Network and the Sandpit.

1.4 Connectivity between Customer Network and Sandpit

- (a) Customer is responsible for providing or acquiring its own backhaul transmission to establish connectivity between the Customer Network and the location from which the Sandpit is made available by NBN Co.
- (b) In respect of the Sandpit that is based in the NBN Co Aggregation Node in Sydney:
 - i Customer is responsible for terminating its backhaul transmission at a tray port (that is specified by the owner of the facility in which that Sandpit is based) in the meet me room at the facility in which that Sandpit is based; and
 - ii NBN Co is responsible for procuring or providing (as applicable) the supply of cross connects, tie cables and patches from that tray port to the OLT and ECS ports for that Sandpit.
- (c) In respect of the Sandpit that is based in the NBN Co Data Centre in Ultimo:
 - i Customer may access the Sandpit through a secure Internet connection between the Customer B2B Gateway and the Sandpit B2B Gateway; and
 - ii Customer is responsible for establishing, operating and maintaining that secure Internet connection between the Customer B2B Gateway and the Sandpit B2B Gateway utilising the digital certificates and the collaboration protocol agreement (XML) referred to in section 1.1(h).
- (d) In respect of all other Sandpits:
 - i Customer is responsible for terminating its backhaul transmission at the ODF port that is specified by the owner of the facility in which that Sandpit is based; and

- ii NBN Co is responsible for procuring or providing (as applicable) the supply of cross connects and patches from that ODF port to the OLT and ECS ports for that Sandpit.
- (e) Customer agrees that:
 - i Customer's access to and use of the NNI, CVC or Multicast Domain (as applicable) and AVC or Multicast AVC (as applicable) must take place remotely over the backhaul transmission that is provided or acquired by Customer to provide connectivity between the Customer Network and the base of the Sandpit; and
 - ii Customer's access to and use of the UNI will take place at the Customer's premises.

1.5 References to National Test Facility to include Sandpit

For the whole of the period in which NBN Co supplies the Sandpit to Customer, the parties agree that the term 'National Test Facility' whenever used in the Wholesale Broadband Agreement includes a reference to the term 'Sandpit'.

1.6 Exclusions

- (a) Customer agrees that the Sandpit is one element of the overall supply network chain that is required by Customer to perform the activities referred to in section 1.1(a) in the Sandpit.
- (b) Customer is responsible for providing to itself or acquiring from third parties other elements of the overall network supply chain to perform the activities referred to in section 1.1(a) in the Sandpit.
- (c) Customer agrees that the Sandpit does not include the supply of:
 - i any backhaul transmission, interconnecting broadband infrastructure, such as dark fibre or Ethernet links, or other connection for the purposes of backhaul from the Sandpit to the Customer Network;
 - ii the premises (or part of any premises) in which Customer is required to install the fibre-specific NTDs and 1:32 fibre splitter;
 - iii any content or applications, including IP transit, Internet gateway connection, customer premises equipment (other than the fibre-specific NTDs), BGP routing, soft switching infrastructure and all international connectivity;
 - iv any other end user equipment, such as personal computers and network attached storage solutions;

- v direct access to or direct use of the NBN Co core systems or the functionality of NBN Co's core systems;
- vi physical access to the facility in which Sandpits are based, including for the purposes of establishing connectivity between the Customer Network and the Sandpit;
- vii any connectivity between the Customer B2B Gateway and the Sandpit B2B Gateway; or
- viii in the case of Multicast, the content of any Media Streams used by Customer in connection with the performance of Multicast PCT Activities or Development Activities in respect of the Multicast functionality of the NFAS.

1.7 Access may not be continuous or free of faults

- (a) Customer agrees that NBN Co will supply the Sandpit to Customer on a best efforts basis only.
- (b) Customer agrees that access to and use of the Sandpit will not be continuous or free of faults. Customer also agrees that access to and use of the Sandpits may be interrupted by NBN Co without prior notice so as to enable NBN Co to rectify faults or perform maintenance, or for any other reason.

2 Product-specific ordering terms

2.1 Introduction

This section 2 sets out the terms that specifically apply to the ordering of the Sandpit. These terms apply in addition to the general terms relating to the ordering of Products contained in the Wholesale Broadband Agreement and the [NBN Co Operations Manual](#).

2.2 Orders can only be placed during on-boarding

Customer must not place an order for the supply of the Sandpit unless Customer is currently participating in the on-boarding process in respect of the NFAS or the NBN Co Platform Interfacing Service.

2.3 Orders placed using Sandpit Order and Configuration Form

- (a) If Customer wishes to place an order for the supply of the Sandpit, Customer must complete the Sandpit Order and Configuration Form and return that completed form to NBN Co.
- (b) Customer must ensure that all information provided by Customer on the Sandpit Order and Configuration Form is accurate, complete and up-to-date.

- (c) During the solution definition workshop that is hosted by NBN Co as part of the on-boarding process in respect of the NFAS or the NBN Co Platform Interfacing Service, NBN Co will provide reasonable assistance to Customer for the purposes of helping Customer correctly complete the Sandpit Order and Configuration Form.

2.4 Sandpit location and usage

When placing an order for the supply of the Sandpit, Customer must specify in the Sandpit Order and Configuration Form:

- (a) the location of the Sandpit that Customer wishes to access and use; and
- (b) the activities that Customer intends to perform at that Sandpit (i.e. NFAS PCT Activities, NBN Co Platform Interfacing Service PCT Activities, Multicast PCT Activities and/or Development Activities).

2.5 Availability

- (a) Customer agrees that the supply of the Sandpit by NBN Co to Customer is subject to, among other things, the availability of the relevant Sandpit at the time at which Customer places an order for the Sandpit.
- (b) The [NBN Co Operations Manual](#) provides further information regarding availability.

3 Product-specific supply terms

3.1 Introduction

This section 3 sets out terms that specifically apply to the supply of the Sandpit only.

3.2 Co-operation

On request by NBN Co, Customer must use reasonable endeavours to make available to NBN Co the Personnel of Customer who are subject matter experts to support any root cause analysis and incident resolution that may be performed by NBN Co in connection with Customer's access to or use of the Sandpit.

3.3 Business Rules

Customer must comply with the Business Rules when using the Sandpit.

3.4 Further terms

- (a) NBN Co may notify Customer of any further terms that apply in relation to the Sandpit by giving at least 10 Business Days' prior notice to Customer.

- (b) NBN Co will act reasonably in determining the nature and scope of any further terms that may be notified by NBN Co to Customer under section 3.4(a).
- (c) Customer agrees to comply with any further terms that may be notified by NBN Co to Customer under section 3.4(a).

3.5 No unauthorised use

- (a) Customer must keep secure and protect from unauthorised use any usernames, passwords and digital certificates (where applicable) provided by NBN Co to or used by Customer in connection with the Sandpit.
- (b) Customer is responsible for any and all use of the Sandpit by Customer Personnel and other persons accessing the Sandpit with the permission of Customer.

3.6 Preserving confidentiality of digital certificates

- (a) Customer agrees that any digital certificates that are issued by NBN Co to Customer in connection with the Sandpit are the Confidential Information of NBN Co.
- (b) Customer must ensure that the confidentiality of these digital certificates is preserved and maintained in accordance with the terms of the Wholesale Broadband Agreement.

3.7 Usage

- (a) Customer must not access or use the Sandpit to perform any activity or for any purpose other than to perform the activities referred to in section 1.1(a) which Customer has specified in its Sandpit Order and Configuration Form, including:
 - i non-functional testing, such as performance/volume testing or reliability/disaster recovery testing; or
 - ii Customer Product development activities that are not directly related to Products that are or will be acquired by Customer from NBN Co,unless NBN Co has approved of that access and use in writing.
- (b) Customer must not use the Sandpit to provide any products or services to any person, except to itself or its Personnel in connection with the performance of activities authorised by this Service Description.
- (c) Customer must not on-sell or on-supply to any third party:
 - i the Sandpit or Customer's rights to access or use a Sandpit; or

- ii any other services or capabilities that are provided by NBN Co to Customer in connection with the Sandpit.
- (d) Customer must not invite or permit any third parties (other than Customer Personnel or Related Bodies Corporate of Customer) to attend, witness or participate in the performance by Customer of any activities referred to in section 1.1(a).

3.8 Use does not constitute on-boarding or Interoperability Certification Testing

Customer agrees that Customer's access to or use of the Sandpit does not constitute performance of on-boarding or Interoperability Certification Testing for the purposes of the Wholesale Broadband Agreement.

4 Service assurance package

No Service Levels or Service Level Rebates apply to NBN Co's supply of the Sandpit to Customer.

5 Charges

- (a) No Charges will apply to NBN Co's supply of the Sandpit to Customer from 1 October 2011 to 30 September 2013.
- (b) NBN Co reserves the right to impose Charges for NBN Co's supply of the Sandpit to Customer on and after 1 October 2013.

6 Defined terms and interpretation

- (a) A capitalised term that is used in this Service Description and is defined in:
 - i the Dictionary for the Wholesale Broadband Agreement, has the meaning given to that term in the Dictionary for that agreement; or
 - ii in this section 6, has the meaning given to that term in this section 6.

- (b) In this Service Description:

AVC has the meaning given to that term in the [Product Description for the NBN Co Fibre Access Service](#).

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

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

CVC has the meaning given to that term in the [Product Description for the NBN Co Fibre Access Service](#).

Development Activities has the meaning given to that term in section 1.1(a)iv.

ECS means Ethernet combined switch.

Media Stream means content that is delivered by Customer to or from the Sandpit in connection with the performance of Multicast PCT Activities or Development Activities in respect of the Multicast functionality of the NFAS.

Multicast means the functionality of the NFAS (when the Multicast functionality is introduced as part of the NFAS) that supports the delivery data to multiple NTDs where that data is injected once at an aggregation node and is automatically replicated by the NBN Co Network through the course of delivery.

Multicast AVC means the proposed Multicast-variant of the AVC Product Component of the NFAS designed to carry Customer traffic uni-directionally to the relevant NTD (intended to be made available as a Product Component of the NFAS when Multicast functionality is introduced as part of the NFAS).

Multicast Domain means the proposed Multicast-variant of the CVC Product Component of the NFAS (intended to be made available as a Product Component of the NFAS when Multicast functionality is introduced as part of the NFAS).

Multicast PCT Activities has the meaning given to that term in section 1.1(a)iii.

NBN Co Platform Interfacing Service means the NBN Co Platform Interfacing Service described in the [Service Description for the NBN Co Platform Interfacing Service](#).

NBN Co Platform Interfacing Service PCT Activities has the meaning given to that term in section 1.1(a)ii.

NFAS means the NBN Co Fibre Access Service described in the [Product Description for the NBN Co Fibre Access Service](#).

NFAS PCT Activities has the meaning given to that term in section 1.1(a)i.

NNI has the meaning given to that term in the [Product Description for the NBN Co Fibre Access Service](#).

NTD has the meaning given to that term in the [Product Description for the NBN Co Fibre Access Service](#).

ODF means optical distribution frame.

OLT means optical line terminal.

Sandpit has the meaning given to that term in section 1.1(a).

Sandpit B2B Gateway means an ebMS 2.0 compliant B2B gateway that is operated by NBN Co within a Sandpit.

Sandpit Order and Configuration Form means the latest version of the form entitled “Sandpit Order and Configuration Form” provided by NBN Co to Customer from time to time.

UNI has the meaning given to that term in the [Product Description for the NBN Co Fibre Access Service](#).

- (c) The rules of interpretation set out in clause H5 of the Wholesale Broadband Agreement apply to this Service Description.



Service Levels Schedule

RELEASE 1.1



This document forms part of NBN Co's Wholesale Broadband Agreement which is a Standard Form of Access Agreement for the purposes of Part XIC of the Competition and Consumer Act 2010.

NBN Co Limited

Service Levels Schedule

~~04/04~~29/08/2012

Release: 1.1

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Environment

NBN Co asks that you consider the environment before printing this document.

1 Introduction to the Service Levels Schedule

1.1 Scope of this document

- (a) This document sets out the Service Levels and Service Level Rebates (if any) that will apply in respect of NBN Co's supply of certain Products to Customer.
- (b) This document is divided into two parts:
 - i Part A which sets out the Service Levels that are intended to support Customer's compliance with certain regulatory obligations; and
 - ii Part B which sets out the remaining Service Levels.

1.2 Other relevant terms

- (a) Certain terms regarding:
 - i NBN Co's obligation to supply certain Products in accordance with the Service Levels;
 - ii NBN Co's obligation to credit Service Level Rebates (if any) to Customer if NBN Co fails to supply Products in accordance with the Service Levels; and
 - iii other related matters,are set out elsewhere in the Wholesale Broadband Agreement.
- (b) Exclusions, restrictions and limitations that apply in respect of NBN Co's liability, including in regards to the crediting of Service Level Rebates (if any) to Customer if NBN Co fails to supply Products in accordance with the Services Levels, are set out in [Module E \(Risk Management\)](#) of the Wholesale Broadband Agreement.

1.3 Circumstances where the Service Level Rebates do not apply

NBN Co is not liable for or required to pay or credit any Service Level Rebates to Customer to the extent that NBN Co's failure to meet a Service Level is contributed to by any matter, thing, event or circumstance for which NBN Co is not legally responsible under the Wholesale Broadband Agreement or is not within NBN Co's reasonable control and which NBN Co reasonably considers does, will, or is likely to, unreasonably adversely impact on the ability of NBN Co to meet that Service Level, including:

- (a) extreme weather conditions;
- (b) work in respect of non-typical premises, such as heritage buildings or buildings that are difficult to access;

- (c) failures or delays in obtaining approvals or consents from relevant persons or entities, such as local councils, building managers and landlords; and
- (d) inability to gain access to the Premises or other relevant location to perform works in connection with the fulfilment of that Service Level, such as refusal of entry and lock-outs.

1.4 Use of certain phrases in this document

In this document a reference to 'CSG Compensation Contribution' is to be read as a reference to 'Service Level Rebates' for the purposes of the Wholesale Broadband Agreement.

2 Definitions used in the Service Levels Schedule

- (a) A capitalised term that is used in this Service Levels Schedule and is defined in:
 - i the Dictionary for the Wholesale Broadband Agreement, has the meaning given to that term in the Dictionary for the Wholesale Broadband Agreement;
 - ii the definitions section of the [Product Description for the NBN Co Fibre Access Service](#), has the meaning given to that term in the definitions section of the [Product Description for the NBN Co Fibre Access Service](#); or
 - iii in this section 2, has the meaning given to that term in this section 2.
- (b) In this Service Levels Schedule:

Appointment Scheduling means the date and time at which NBN Co makes the relevant appointment in respect of the relevant Premises.

Available has the meaning given to that term in section 14.2(d)(i) ~~ii~~.

Available Infrastructure means a Type 1 Connection or Type 2 Connection (as the case may be) in respect of a Premises which is NBN Serviceable where:

- i the local fibre is installed and is operational in respect of that Premises at Order Receipt; but
- ii either the Drop Fibre or the NTD (or both) is not installed or operational without NBN Co Personnel being required to undertake field works in respect of that Premises at Order Receipt.

For the purposes of this definition, a reference to "local fibre" includes riser fibre where the Premises is located within a multi-dwelling unit.

AVC Modification has the meaning given to that term in section 7.1(a).

AVC Modification Service Levels has the meaning given to that term in section 7.1(a).

Business Hours means 8:00am to 5:00pm on a Business Day in the location of the Premises in respect of which a Type 1 Connection, Type 2 Connection or Priority Assist Connection has been ordered, or a Standard NFAS Fault or Priority Assist NFAS Fault has been reported.

Coverage Hours, in respect of Enhanced Fault Rectification Service Levels has the meaning given to that term in section 4.2(c)iv.

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

CSG Auditor has the meaning given to that term in section 6.4(a).

CSG Compensation Contribution has the meaning given to that term in section ~~5~~6.

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

CVC Activation has the meaning given to that term in section 8.1(a).

CVC Activation Service Levels has the meaning given to that term in section 8.1(a).

CVC Modification has the meaning given to that term in section 9.1(a).

CVC Modification Service Levels has the meaning given to that term in section 9.1(a).

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

- i is subject to a performance standard that applies pursuant to the CSG Standard where:
 - A Customer or Downstream Customer (as the case may be) is not exempt, is not provisionally or temporarily exempt, has not applied for an exemption or is not reasonably able to claim an exemption from being obliged to meet that CSG pursuant to Part 3 of the CSG Standard; and
 - B the Downstream Customer (who is an End User) to whom that Customer Product or Downstream Product is being supplied has not made an arrangement for connection or fault rectification in a longer period as permitted by sections

9(2) or 14(b) of the CSG Standard or waived the application of that CSG pursuant to Part 5 of the CSG Standard; and

- ii relies on the Access Components supplied by NBN Co to Customer in respect of that Premises as inputs to the supply of that Customer Product or Downstream Product,

where Customer has given a warranty to NBN Co at Order Placement or Trouble Ticket Notification (as applicable) that the matters set out in paragraphs (i) and (ii) are true and correct in respect of the supply of both of those Access Components to that Premises (this warranty is a **CSG Warranty**).

Downstream Priority Assistance Service means a Customer Product or Downstream Product that is being supplied in respect of a Premises that:

- i is being used to provide priority assistance to a Downstream Customer (who is an End User); and
- ii relies on the Access Components supplied by NBN Co to Customer in respect of that Premises as inputs to the supply of that Customer Product or Downstream Product,

where Customer has warranted to NBN Co at Order Placement or Trouble Ticket Notification (as applicable) that the matters set out in paragraphs (i) and (ii) are true and correct in respect of the supply of both of those Access Components to that Premises.

Drop Fibre has the meaning given to that term in Annexure 1 to the [Price List](#).

Enhanced NFAS Fault has the meaning given to that term in section 4.2(a).

Enhanced NFAS Fault Rectification Service Levels has the meaning given to that term in section 4.2(a).

In Place Infrastructure means a Type 1 Connection or Type 2 Connection (as the case may be) in respect of a Premises which is NBN Serviceable where the Access Components in respect of that Premises are available for automatic connection or activation by NBN Co at Order Receipt (i.e. remotely without the need for NBN Co Personnel to attend that Premises for the purposes of connecting and activating that Type 1 Connection or Type 2 Connection (as the case may be)).

Kept Appointment Service Levels has the meaning given to that term in section 5.1(a).

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 at the time of Order Receipt or Appointment Scheduling (as applicable).

Migration means the connection and activation of both of the Access Components of the NFAS supplied by NBN Co to Customer in respect of a Premises where:

- i an existing active carriage service that is supplied over a fixed line network other than the NBN Co Network (in this definition, an **existing active fixed line carriage service**) is being supplied to that Premises by Customer or any other service provider as at the date on which Customer validly orders both of those Access Components of the NFAS in respect of that Premises in accordance with the [NBN Co Operations Manual](#); and
- ii that existing active fixed line carriage service will be replaced by the new Customer Product or Downstream Product to be supplied in respect of that Premises which relies on both of those Access Components of the NFAS as an input (irrespective of whether the supplier of that new Customer Product or Downstream Product is or was the supplier of that existing active fixed line carriage service).

Minor Rural Area means an urban centre, locality or recognised community grouping with a population greater than 200 but not more than 2500 people at the time of Order Receipt or Appointment Scheduling (as applicable).

NBN Co Platform Availability Service Levels has the meaning given to that term in section 11.1(a).

NBN Serviceable means a Premises that:

- i is located within the footprint of the NBN Co Fibre Network and is located within a fibre serving area module which NBN Co has declared to be ready for service; and
- ii NBN Co has determined is serviceable by the NBN Co Fibre Network (as shown by the result of a Service Qualification Enquiry made in respect of that Premises through the NBN Co Platform Interfacing Service).

Network Availability Target has the meaning given to that term in section 14.2(a).

NNI Bearer Activation has the meaning given to that term in section 10.1(a).

NNI Bearer Activation Service Levels has the meaning given to that term in section 10.1(a).

NWAS has the meaning given to that term in section 14.2(c).

No Available Infrastructure means a Type 1 Connection or Type 2 Connection (as the case may be):

- i in respect of Premises that is located within a fibre serving area module which NBN Co has declared to be ready for service at Order Receipt; and
- ii where NBN Co determines that NBN Co is capable of successfully completing within 30 Business Days after the day on which Order Receipt occurs.

Order Placement means the time at which Customer places an order for both of the Access Components of the NFAS in respect of a Premises.

Order Receipt means the time at which NBN Co receives a valid order from Customer for supply of the relevant Product Component of the NFAS in accordance with the [NBN Co Operations Manual](#).

Priority Assist Connection has the meaning given to that term in section 3.3(a).

Priority Assist NFAS Fault has the meaning given to that term in section 4.3(a).

Priority Assist NFAS Fault Rectification Service Levels has the meaning given to that term in section 4.3(a).

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.

Remote Area, for the purposes of the Type 1 Connection Service Levels, the Type 2 Connection Service Levels and the Kept Appointments Service Levels means an area in which the relevant Premises is located which is not an Urban Area, Major Rural Area or Minor Rural Area at the time of Order Receipt or Appointment Scheduling (as the case may be).

Remote Area, for the purposes of the Priority Assist Connection Service Levels and Enhanced NFAS Fault Rectification Service Levels, means an area in which the relevant Premises is located which is not an Urban Area or Rural Area at the time at Order Receipt or Trouble Ticket Receipt (as applicable).

Rural Area means an urban centre or other recognised community grouping with a population equal to or greater than 200 but less than 10000 people at Order Receipt or Trouble Ticket Receipt (as applicable).

Shared Network Resource has the meaning given to that term in section 14.1(a).

Standard NFAS Fault has the meaning given to that term in section 4.1(a).

Standard NFAS Fault Rectification Service Levels has the meaning given to that term in section 4.1(a).

Trouble Ticket has the meaning given to that term in the [NBN Co Operations Manual](#).

Trouble Ticket Notification means the time at which Customer sends a Trouble Ticket to NBN Co.

Trouble Ticket Receipt means the time at which NBN Co receives a Trouble Ticket regarding a Standard NFAS Fault, **Enhanced NFAS Fault** or Priority Assist NFAS Fault (as applicable) that has been validly reported by Customer to NBN Co in accordance with the [NBN Co Operations Manual](#).

Type 1 Connection has the meaning given to that term in section 3.1(a).

Type 1/Type 2 Connection Appointments Met Service Level has the meaning given to that term in section 12.1(a).

Type 1/Type 2 Connection Appointments Rescheduled Service Level has the meaning given to that term in section 13.1(a).

Type 2 Connection has the meaning given to that term in section 3.2(a).

Unavailable has the meaning given to that term in section 14.2(d)(i)ii).

Urban Area means an urban centre with a population equal to or greater than 10000 people at the time of Order Receipt, Trouble Ticket Receipt or Appointment Scheduling (as applicable).

Utilisation Management Principle has the meaning given to that term in section 14.1(c).

Utilisation Threshold has the meaning given to that term in section 14.1(c)(i)ii).

(c) In this Service Levels Schedule:

- i a reference to an urban centre is a reference to a geographic area defined as an urban centre in accordance with criteria used by the Australian Bureau of Statistics for the most recent Australian Census; and

ii — a reference to a locality is a reference to a geographic area defined as a locality in accordance with criteria used by the Australian Bureau of Statistics for the most recent Australian Census.

Part A Service Levels supporting Customer's compliance with certain regulatory obligations

3 Access Component connections

3.1 Type 1 Connection Service Levels

Location of Premises \ Status of Premises	In Place Infrastructure	Available Infrastructure	No Available Infrastructure
Urban Area	Within 2 Business Days after the day on which Order Receipt occurs	Within 30 Business Days after the day on which Order Receipt occurs	NBN Co will aim to successfully complete Type 1 Connections within 30 Business Days after the day on which Order Receipt occurs
Major Rural Area	Within 2 Business Days after the day on which Order Receipt occurs	Within 30 Business Days after the day on which Order Receipt occurs	
Minor Rural Area	Within 2 Business Days after the day on which Order Receipt occurs	Within 30 Business Days after the day on which Order Receipt occurs	
Remote Area	Within 2 Business Days after the day on which Order Receipt occurs	Within 30 Business Days after the day on which Order Receipt occurs	

Table 1: Type 1 Connection Service Levels

Service Levels

- (a) Table 1 sets out the Service Levels (the **Type 1 Connection Service Levels**) that apply in respect of the timeframes within which NBN Co will successfully complete the connection and activation of both of the Access Components of the NFAS supplied by NBN Co to Customer:
- i in respect of a Premises within the footprint of the NBN Co Fibre Network; and
 - ii as part of a Migration,
- (a **Type 1 Connection**).
- (b) NBN Co will use reasonable endeavours to meet the applicable Type 1 Connection Service Level, but will not be required to pay or credit any

Service Level Rebates to Customer if NBN Co fails to meet the applicable Type 1 Connection Service Level.

- (c) If:
- i notwithstanding NBN Co's view that the CSG Standard does not apply to Type 1 Connections, Customer or Downstream Customer contravenes a performance standard that applies pursuant to the CSG Standard in respect of a Customer Product or Downstream Product that is a Downstream CSG Service;
 - ii the contravention relates to a particular Downstream Customer (who is an End User);
 - iii Customer warrants to NBN Co that Customer is liable to pay damages:
 - A to that Downstream Customer (who is an End User) for that contravention; or
 - B to Downstream Customer as a direct result of Downstream Customer being liable to pay damages to that Downstream Customer (who is an End User) for that contravention,(the damages which Customer is liable to pay are the **primary damages**);
 - iv that contravention is wholly or partly attributable to NBN Co failing to meet a Type 1 Connection Service Level; and
 - v Customer has discharged its liability for the primary damages,
- then NBN Co will make itself available to meet with Customer to discuss in good faith the circumstances giving rise to Customer's liability to pay those primary damages.

Exclusions

- (d) The Type 1 Connection Service Levels do not apply in respect of the connection and activation of:
- i the CVC or NNI Product Components of the NFAS; or
 - ii any Access Component of the NFAS that is being supplied by NBN Co to Customer as part of a Type 2 Connection or a Priority Assist Connection.
- (e) The Type 1 Connection Service Levels do not apply unless NBN Co is already supplying the CVC and NNI Product Components of the NFAS that are

associated with the supply of the Access Components of the NFAS in respect of the Premises.

Measurement

- (f) For the purposes of determining whether NBN Co has successfully completed a Type 1 Connection within the relevant Service Level:
 - i the measurement of NBN Co's performance will commence at Order Receipt using the local time at the location of the Premises in respect of which the connection and activation is being performed (not at the local time at the location at which Customer's placed those orders or the local time at the location at which NBN Co received those orders);
 - ii if Order Receipt occurs between 12:00am and 8:00am on a particular Business Day, then it is deemed that Order Receipt occurs at 8:00am of that same Business Day, and if Order Receipt occurs between 5:00pm and 11:59pm on a particular Business Day, then it is deemed that Order Receipt occurs at 8:00am on the following Business Day; and
 - iii the measurement of NBN Co's performance will end at the time at which:
 - A NBN Co, acting reasonably, considers that NBN Co has successfully completed the connection and activation; and
 - B NBN Co notifies Customer (either through the NBN Co Platform, by telephone, by email or by such other means as may be notified by NBN Co to Customer from time to time) that NBN Co has successfully completed the connection and activation.
- (g) By way of example only, if:
 - i Customer validly places order(s) for both of the Access Components in respect of a Premises located in Sydney by 6:00pm Sydney time; and
 - ii NBN Co receives both of those orders in Perth by 4:00pm Perth time on the same Business Day,

then for the purposes of determining whether NBN Co has successfully completed the connection and activation within the relevant Service Level, it is deemed that Order Receipt occurred at 8:00am Sydney time on the following Business Day.

Additional commitments

- (h) Notwithstanding the operation of the Type 1 Connection Service Levels:
- i NBN Co will use reasonable endeavours to perform Type 1 Connections as soon as reasonably practicable after Order Receipt occurs; and
 - ii if NBN Co determines that NBN Co will not be able to successfully complete the connection and activation of the Type 1 Connection in accordance with the applicable Type 1 Connection Service Level, NBN Co will inform Customer of that determination as soon as reasonably practicable after making that determination.
- (i) In addition to the Type 1 Connection Service Levels, the parties acknowledge that the [NBN Co Operations Manual](#) also sets out non-binding operational performance targets that are related to the performance of Type 1 Connections.

3.2 Type 2 Connection Service Levels

Location of Premises \ Status of Premises	In Place Infrastructure	Available Infrastructure	No Available Infrastructure
Urban Area	Within 1 Business Day after the day on which Order Receipt occurs	Within 4 Business Days after the day on which Order Receipt occurs	NBN Co will aim to successfully complete Type 2 Connections within 20 Business Days after the day on which Order Receipt occurs
Major Rural Area	Within 1 Business Day after the day on which Order Receipt occurs	Within 9 Business Days after the day on which Order Receipt occurs	
Minor Rural Area	Within 1 Business Day after the day on which Order Receipt occurs	Within 14 Business Days after the day on which Order Receipt occurs	
Remote Area	Within 1 Business Day after the day on which Order Receipt occurs	Within 14 Business Days after the day on which Order Receipt occurs	

Table 2: Type 2 Connection Service Levels. *Refer to section 4.6 of the [Product Description for the NBN Co Fibre Access Service](#) in regards to NBN Co's obligation to provide "first service required date" data for New Developments.

Service Levels

- (a) Table 2 sets out the Service Levels (the **Type 2 Connection Service Levels**) that apply in respect of the timeframes within which NBN Co will successfully complete the connection and activation of both of the Access Components of the NFAS supplied by NBN Co to Customer in respect of a Premises within

the footprint of the NBN Co Fibre Network, except where those Access Components are being supplied by NBN Co to Customer as part of:

- i a Type 1 Connection (which are separately dealt with in section 2); or
- ii a Priority Assist Connection (which are separately dealt with in section 3),

(a **Type 2 Connection**).

(b) Where both of the Access Components of the NFAS supplied by NBN Co to Customer in respect of a Premises will be used as an input to the supply of a Downstream Product that:

- i is considered to be a Downstream CSG Service, then if NBN Co fails to meet the applicable Type 2 Connection Service Level, Customer will be entitled to claim a CSG Compensation Contribution from NBN Co subject to and in accordance with section 6; or
- ii is not considered to be a Downstream CSG Service, then NBN Co will use reasonable endeavours to meet the applicable Type 2 Connection Service Level, but will not be required to pay or credit any Service Level Rebates to Customer if NBN Co fails to meet the applicable Type 2 Connection Service Level.

Exclusions

(c) The Type 2 Connection Service Levels do not apply in respect of the connection and activation of:

- i the CVC or NNI Product Components of the NFAS; or
- ii any Access Component of the NFAS that is being supplied by NBN Co to Customer as part of a Type 1 Connection or a Priority Assist Connection.

(d) The Type 2 Connection Service Levels do not apply unless NBN Co is already supplying the CVC and NNI Product Components of the NFAS that are associated with the supply of the Access Components of the NFAS in respect of the Premises.

Measurement

(e) For the purposes of determining whether NBN Co has successfully completed a Type 2 Connection within the relevant Service Level:

- i the measurement of NBN Co's performance will commence at Order Receipt using the local time at the location of the Premises in respect of which the connection and activation is being performed (not at the local time at the location at which Customer's placed those

orders or the local time at the location at which NBN Co received those orders);

- ii if Order Receipt occurs between 12:00am and 8:00am on a particular Business Day, then it is deemed that Order Receipt occurs at 8:00am of that same Business Day, and if Order Receipt occurs between 5:00pm and 11:59pm on a particular Business Day, then it is deemed that Order Receipt occurs at 8:00am on the following Business Day; and
- iii the measurement of NBN Co's performance will end at the time at which:
 - A NBN Co, acting reasonably, considers that NBN Co has successfully completed the connection and activation; and
 - B NBN Co notifies Customer (either through the NBN Co Platform, by telephone, by email or by such other means as may be notified by NBN Co to Customer from time to time) that NBN Co has successfully completed the connection and activation.

(f) By way of example only, if:

- i Customer validly places order(s) for both of the Access Components in respect of a Premises located in Sydney by 6:00pm Sydney time; and
- ii NBN Co receives both of those orders in Perth by 4:00pm Perth time on the same Business Day,

then for the purposes of determining whether NBN Co has successfully completed the connection and activation within the relevant Service Level, it is deemed that Order Receipt occurred at 8:00am Sydney time on the following Business Day.

Additional commitments

- (g) Notwithstanding the operation of the Type 2 Connection Service Levels:
 - i NBN Co will use reasonable endeavours to perform Type 2 Connections as soon as reasonably practicable after Order Receipt occurs; and
 - ii if NBN Co determines that NBN Co will not be able to successfully complete the connection and activation of the Type 2 Connection in accordance with the applicable Type 2 Connection Service Level, NBN Co will inform Customer of that determination as soon as reasonably practicable after making that determination.

- (h) Customer agrees to work collaboratively with NBN Co to minimise, to the greatest extent practicable, the number of Type 2 Connections that are ordered by Customer as Type 2 Connections that will be used as an input to the supply of a Downstream CSG Service which are not being used as an input to the supply of a Downstream CSG Service.
- (i) In addition to the Type 2 Connection Service Levels, the parties acknowledge that the [NBN Co Operations Manual](#) also sets out non-binding operational performance targets that are related to the performance of Type 2 Connections.

3.3 Priority Assist Connection Service Levels

Location of Premises	Service Level
Urban Area or Rural Area	Within 24 hours of Order Receipt
Remote Area	Within 48 hours of Order Receipt

Table 3: Priority Assist Connection Service Levels

Service Levels

- (a) Table 3 sets out the Service Levels (the **Priority Assist Connection Service Levels**) that apply in respect of the timeframes within which NBN Co will successfully complete the connection and activation of both of the Access Components of the NFAS supplied by NBN Co to Customer in respect of a Premises that is NBN Serviceable where Customer has given a warranty under section 3.7(a) of the [Product Description for the NBN Co Fibre Access Service](#) that both of those Access Components will be used as an input to the supply of a Downstream Product that is a Downstream Priority Assistance Service (a **Priority Assist Connection**).
- (b) NBN Co will use reasonable endeavours to meet the applicable Priority Assist Connection Service Level, but will not be required to pay or credit any Service Level Rebates to Customer if NBN Co fails to meet the applicable Priority Assist Connection Service Level.

Exclusions

- (c) The Priority Assist Connection Service Levels do not apply in respect of the connection and activation of:
 - i the CVC or NNI Product Components of the NFAS;
 - ii any Access Component of the NFAS that is being supplied by NBN Co to Customer as part of a Type 1 Connection or a Type 2 Connection; or

- iii any Access Component of the NFAS that is being supplied by NBN Co to Customer in respect of a Premises that is not within the footprint of the NBN Co Fibre Network.
- (d) The Priority Assist Connection Service Levels do not apply unless NBN Co is already supplying the CVC and NNI Product Components of the NFAS that are associated with the supply of the Access Components of the NFAS in respect of the Premises.

Measurement

- (e) For the purposes of determining whether NBN Co has successfully completed a Priority Assistance Access Connection within the relevant Service Level:
 - i the measurement of NBN Co's performance will commence at Order Receipt using the local time at the location of the Premises to which the Priority Assist Connection is to be connected and activated by NBN Co (not at the local time at the location at which Customer's placed those orders or the local time at the location at which NBN Co received those orders);
 - ii if Order Receipt occurs between 12:00am and 8:00am on a particular Business Day, then it is deemed that Order Receipt occurs at 8:00am of that same Business Day, and if Order Receipt occurs between 5:00pm and 11:59pm on a particular Business Day, then it is deemed that Order Receipt occurs at 8:00am on the following Business Day; and
 - iii the measurement of NBN Co's performance will end at the time at which:
 - A NBN Co, acting reasonably, considers that NBN Co has successfully completed the connection and activation of that Priority Assist Connection; and
 - B NBN Co notifies Customer (either through the NBN Co Platform, by telephone, by email or by such other means as may be notified by NBN Co to Customer from time to time) that NBN Co has successfully completed the connection and activation of that Priority Assist Connection.

Additional commitments

- (f) Notwithstanding the operation of the Priority Assist Connection Service Levels:
 - i NBN Co will use reasonable endeavours to provide the highest level of service practicably available in respect of Priority Assist

Connections for the purposes of ensuring that Priority Assist Connections are performed as soon as reasonably practicable after Order Receipt occurs;

- ii within 2 hours after Order Receipt, NBN Co will inform Customer whether NBN Co expects (at that time) that NBN Co will be able to successfully complete the connection and activation of the Priority Assist Connection in accordance with the applicable Priority Assist Connection Service Level; and
 - iii if NBN Co determines that NBN Co will not be able to successfully complete the connection and activation of the Priority Assist Connection in accordance with the applicable Priority Assist Connection Service Level, NBN Co will inform Customer of that determination as soon as reasonably practicable after making that determination.
- (g) Customer agrees to work collaboratively with NBN Co to minimise, to the greatest extent practicable, the number of Priority Assist Connections that are ordered by Customer which are not being used as an input to the supply of a Downstream Priority Assistance Service.

4 NFAS fault rectification

4.1 Standard NFAS Fault Rectification Service Levels

Row	Type of Standard NFAS Fault	Service Level
1	Standard NFAS Fault that can be rectified without external or internal plant work or NBN Co attending the Premises or where the Standard NFAS Fault is caused by NBN Co disconnecting the NFAS as a result of an administrative error that does not involve damage to a facility	By 3:00pm of the next Business Day after the day on which Trouble Ticket Receipt occurs
2	Standard NFAS Fault in respect of a Premises in an Urban Area (that is not a Standard NFAS Fault described in row 1)	By 3:00pm of the next Business Day after the day on which Trouble Ticket Receipt occurs
3	Standard NFAS Fault in respect of a Premises in a Rural Area (that is not a Standard NFAS Fault described in row 1)	By 1:00pm of the second Business Day after the day on which Trouble Ticket Receipt occurs
4	Standard NFAS Fault in respect of a Premises in a Remote Area (that is not a Standard NFAS Fault described in row 1)	By 11:00am of the third Business Day after the day on which Trouble Ticket Receipt occurs

Table 4: Standard NFAS Fault Rectification Service Levels

Service Levels

- (a) Table 4 sets out the Service Levels (the **Standard NFAS Fault Rectification Service Levels**) that apply in respect of the timeframes within which NBN Co will successfully rectify NBN Faults that are validly reported by Customer to NBN Co in accordance with the [NBN Co Operations Manual](#) and which adversely impact the NFAS (or any Product Component of the NFAS) supplied by NBN Co to Customer in respect of a Premises if section 4.2 does not apply (**Standard NFAS Faults**).
- (b) Where the NFAS supplied by NBN Co to Customer in respect of a Premises will be used as an input to the supply of a Downstream Product that:
 - i is considered to be a Downstream CSG Service, then if NBN Co fails to meet the applicable Standard NFAS Fault Rectification Service Level, Customer will be entitled to claim a CSG Compensation Contribution from NBN Co subject to and in accordance with section 6; or
 - ii is not considered to be a Downstream CSG Service, then NBN Co will use reasonable endeavours to meet the applicable Standard NFAS Fault Rectification Service Level, but will not be required to pay or credit any Service Level Rebates to Customer if NBN Co fails to meet the applicable Standard NFAS Fault Rectification Service Level.

Measurement

- (c) For the purposes of determining whether NBN Co has successfully rectified a Standard NFAS Fault within the relevant Service Level:
 - i the measurement of NBN Co's performance will commence at Trouble Ticket Receipt using the local time at the location of the Premises in respect of which that Standard NFAS Fault has been raised (not at the local time at the location from which Customer validly reported that Standard NFAS Fault to NBN Co or the local time at the location at which NBN Co received that report);
 - ii if Trouble Ticket Receipt occurs between 12:00am and 8:00am on a particular Business Day, then it is deemed that Trouble Ticket Receipt occurs at 8:00am of that same Business Day, and if Trouble Ticket Receipt occurs between 5:00pm and 11:59pm on a particular Business Day, then it is deemed that Trouble Ticket Receipt occurred at 8:00am on the following Business Day; and
 - iii the measurement of NBN Co's performance will end at the time at which:

- A NBN Co, acting reasonably, considers that NBN Co has successfully rectified the Standard NFAS Fault; and
 - B NBN Co notifies Customer (either through the NBN Co Platform, by telephone, by email or by such other means as may be notified by NBN Co to Customer from time to time) that NBN Co has successfully rectified the Standard NFAS Fault.
- (d) By way of example only, if:
 - i Customer validly reports to NBN Co a Standard NFAS Fault in respect of a Premises located in Sydney by 6:00pm Sydney time; and
 - ii NBN Co receives that report in Perth by 4:00pm Perth time on the same Business Day,

then for the purposes of determining whether NBN Co has successfully rectified that Standard NFAS Fault within the relevant Service Level, it is deemed that Trouble Ticket Receipt occurred at 8:00am Sydney time on the following Business Day.

Additional commitments

- (e) Notwithstanding the operation of the Standard NFAS Fault Rectification Service Levels:
 - i NBN Co will use reasonable endeavours to rectify Standard NFAS Faults as soon as reasonably practicable after Trouble Ticket Receipt occurs;
 - ii within 2 hours after Trouble Ticket Receipt, NBN Co will inform Customer whether NBN Co considers (at that time) that the reported fault is an NBN Fault and, if so, whether NBN Co expects (at that time) that NBN Co will be able to successfully rectify the NBN Fault in accordance with the applicable Standard NFAS Fault Rectification Service Level; and
 - iii if NBN Co determines (acting reasonably) that the reported fault is not an NBN Fault or that NBN Co will not be able to successfully rectify the NBN Fault in accordance with the applicable Standard NFAS Fault Service Level, NBN Co will inform Customer of that determination as soon as reasonably practicable after making that determination.
- (f) Customer agrees to work collaboratively with NBN Co to minimise, to the greatest extent practicable, the number of NFAS-related faults that are reported by Customer to NBN Co and which are determined by NBN Co (acting reasonably) not to be NBN Faults.

- (g) In addition to the Standard NFAS Fault Rectification Service Levels, the parties acknowledge that the [NBN Co Operations Manual](#) also sets out non-binding operational performance targets that are related to the rectification of Standard NFAS Faults.

4.2 Enhanced NFAS Fault Rectification Service Levels

Row	Type of Enhanced NFAS Fault	Service Level - [Enhanced – 12]
1	Enhanced NFAS Fault that can be rectified without external or internal plant work or NBN Co attending the Premises or where the Enhanced NFAS Fault is caused by NBN Co disconnecting the NFAS as a result of an administrative error that does not involve damage to a facility	Within 12 Coverage Hours after receipt of the Trouble Ticket, provided Trouble Ticket Receipt occurs between the hours of 7am to 9pm.
2	Enhanced NFAS Fault in respect of a Premises in an Urban Area (that is not an Enhanced NFAS Fault described in row 1)	Within 12 Coverage Hours after receipt of the Trouble Ticket, provided Trouble Ticket Receipt occurs between the hours of 7am to 9pm.
3	Enhanced NFAS Fault in respect of a Premises in a Rural Area (that is not an Enhanced NFAS Fault described in row 1)	Within 12 Coverage Hours plus 1 day after receipt of the Trouble Ticket, provided Trouble Ticket Receipt occurs between the hours of 7am to 9pm.
4	Enhanced NFAS Fault in respect of a Premises in a Remote Area (that is not an Enhanced NFAS Fault described in row 1)	Within 12 Coverage Hours plus 2 days after receipt of the Trouble Ticket, provided Trouble Ticket Receipt between the hours of 7am to 9pm.

Table 5: Enhanced NFAS Fault Rectification Service Levels

Service Levels

- (a) Table 5 sets out the Service Levels (the **Enhanced NFAS Fault Rectification Service Levels**) that apply in respect of the timeframes within which NBN Co will successfully rectify NBN Faults that are validly reported by Customer to NBN Co in accordance with the NBN Co Operations Manual and which adversely impact the NFAS (or any Product Component of the NFAS) supplied by NBN Co to Customer in respect of a Premises in relation to which Customer has selected Enhanced NFAS Fault Rectification Service Levels (**Enhanced NFAS Faults**).
- (b) If the Enhanced NFAS Fault Rectification Service Levels in this section 4.2 apply in relation to the NFAS being supplied by NBN Co in relation to a Premises, the Standard NFAS Fault Rectification Service Levels in section 4.1

do not apply in relation to the NFAS being supplied by NBN Co in relation to that Premises.

Measurement

(c) For the purposes of determining whether NBN Co has successfully rectified an Enhanced NFAS Fault within the relevant Enhanced NFAS Fault Rectification Service Level:

- i the measurement of NBN Co's performance will commence at Trouble Ticket Receipt using the local time at the location of the Premises in respect of which that Enhanced NFAS Fault has been raised (not at the local time at the location from which Customer validly reported that Enhanced NFAS Fault to NBN Co or the local time at the location at which NBN Co received that report);
- ii if Trouble Ticket Receipt occurs between 12:00am and 7:00am on a particular day, then it is deemed that Trouble Ticket Receipt occurs at 7:00am of that same day, and if Trouble Ticket Receipt occurs between 9:00pm and 11:59pm on a particular day, then it is deemed that Trouble Ticket Receipt occurred at 7:00am on the following day;
- iii the measurement of NBN Co's performance will end at the time at which:
 - A NBN Co, acting reasonably, considers that NBN Co has successfully rectified the Enhanced NFAS Fault; and
 - B NBN Co notifies Customer (either through the NBN Co Platform, by telephone, by email or by such other means as may be notified by NBN Co to Customer from time to time) that NBN Co has successfully rectified the Enhanced NFAS Fault; and
- iv the only hours which will be included in the measurement will be the full hours between 7:00am and 9:00pm on each day between Trouble Ticket Receipt and the rectification of the Enhanced NFAS Fault in accordance with section 4.2(c)iii (Coverage Hours).

(d) By way of examples only:

- i if:
 - A Customer validly reports to NBN Co an Enhanced NFAS Fault in respect of a Premises located in Sydney by 10:00pm Sydney time; and
 - B NBN Co receives that report in Perth by 8:00pm Perth time on the same day,

then for the purposes of determining whether NBN Co has successfully rectified that Enhanced NFAS Fault within the relevant Enhanced NFAS Fault Rectification Service Level, it is deemed that Trouble Ticket Receipt occurred at 7:00am Sydney time on the following day; and

- ii if Customer validly reports to NBN Co an Enhanced NFAS Fault in respect of a Premises located in the Sydney CBD by 6:00pm Sydney time, then NBN Co will be considered to have successfully rectified that Enhanced NFAS Fault within the relevant Enhanced NFAS Fault Rectification Service Level if NBN Co rectifies the Enhanced NFAS Fault before or by 4:00pm on the following day, being:

A three Coverage Hours on the day that the report is received (6:00pm to 9:00pm); and

B nine Coverage Hours on the following day (7:00am to 4:00pm).

- (e) If NBN Co determines that that a reported fault is not within the NFAS network and equipment, the Enhanced NFAS Fault will be resolved as No Fault Found and will not be measured for the Trouble Ticket.

Activation of enhanced service level

- (f) When Customer orders a modification from a Standard NFAS Fault Rectification Service Level to an Enhanced NFAS Fault Rectification Service Level in respect of the NFAS that NBN Co is supplying to Customer at a Premises:

- i the Enhanced NFAS Fault Rectification Service Level will not apply earlier than 1 Business Day after Order Receipt; and

- ii NBN Co will use reasonable endeavours to activate the Enhanced NFAS Fault Rectification Service Level 1 Business Day after Order Receipt.

Additional commitments

- (g) Notwithstanding the operation of the Enhanced NFAS Fault Rectification Service Levels:

- i NBN Co will use reasonable endeavours to rectify Enhanced NFAS Faults as soon as reasonably practicable after Trouble Ticket Receipt occurs;

- ii NBN Co will provide Customer with an initial response to a Trouble Ticket within 1 hour of the issuance of the unique Trouble Ticket ID;

- iii if NBN Co determines (acting reasonably) that the reported fault is not an NBN Fault or that NBN Co will not be able to successfully rectify the NBN Fault in accordance with the applicable Enhanced NFAS Fault Rectification Service Level, NBN Co will inform Customer of that determination as soon as reasonably practicable after making that determination; and
 - iv NBN Co will provide, within agreed timeframes, continuous periodic feedback to the Customer on changes to the fault state until resolved.
- (h) Customer agrees to work collaboratively with NBN Co to minimise, to the greatest extent practicable, the number of NFAS-related faults that are reported by Customer to NBN Co and which are determined by NBN Co (acting reasonably) not to be NBN Faults.
- (i) In addition to the Enhanced NFAS Fault Rectification Service Levels, the parties acknowledge that the NBN Co Operations Manual also sets out non-binding operational performance targets that are related to the rectification of NFAS Faults.

Service Level Rebates

- (j) Subject to section 4.2(k) if an applicable Enhanced NFAS Fault Rectification Service Level is not met in respect of a Premises in a Billing Period on one or more occasion, the following rebates can be claimed by the Customer:
 - i for the first NBN Fault in relation to which the Service Level is not met in a Billing Period, the entire Enhanced NFAS Fault Rectification Service Level Recurring Charge for that Billing Period; and
 - ii for each NBN Fault in relation to which the Service Level is not met in that Billing Period (including the first such NBN Fault), an amount equal to 20% of the sum of the recurring Charges which apply in relation to the affected AVC (including any Charges for a UNI-D or UNI-V, but excluding the Enhanced NFAS Fault Rectification Service Level Recurring Charge and excluding any credit amount) for that Billing Period for each full hour after the Service Level is not met until the Enhanced NFAS Fault is rectified.
- (k) The maximum rebate which NBN Co will pay in a Billing Period under this section 4.2 in respect of the NFAS supplied by NBN Co to Customer in respect of a Premises is the aggregate of:
 - i the Enhanced NFAS Fault Rectification Service Level Recurring Charge for that Billing Period; and

- ii 100% of the sum of the recurring Charges which apply in relation to the AVC affected by the NBN Fault (including any Charges for a UNI-D or UNI-V, but excluding the Enhanced NFAS Fault Rectification Service Level Recurring Charge and excluding any credit amount) for that Billing Period.
- (l) Rebates will not be claimable in relation to recurring Charges for the Network to Network Interface or Connectivity Virtual Circuit or non-recurring Charges for any Product Components.
- (m) Rebates must be claimed in accordance with the claim procedures in the NBN Co Operations Manual.
- (n) Where the NFAS supplied by NBN Co to Customer in respect of a Premises will be used as an input to the supply of a Downstream Product that is considered to be a Downstream CSG Service, then if:
 - i NBN Co fails to meet the applicable Enhanced NFAS Fault Rectification Service Level; and
 - ii Customer is also entitled to claim a CSG Compensation Contribution under section 6,

the Customer will be entitled to claim both a rebate under this section 4.2 and a CSG Compensation Contribution from NBN Co subject to and in accordance with section 6.

4.24.3 Priority Assist NFAS Fault Rectification

Type of Priority Assist NFAS Fault	Service Level
Priority Assist NFAS Fault in respect of a Premises located in an Urban Area or Rural Area	24 hours after Trouble Ticket Receipt occurs
Priority Assist NFAS Fault in respect of a Premises located in a Remote Area	48 hours after Trouble Ticket Receipt occurs

Table 56: Priority Assist NFAS Fault Rectification Service Levels

~~Service Levels~~

Service Levels

- (a) Table 56 sets out the Service Levels (the **Priority Assist NFAS Fault Rectification Service Levels**) that apply in respect of the timeframes within which NBN Co will successfully rectify NBN Faults that are validly reported by Customer to NBN Co in accordance with the [NBN Co Operations Manual](#) and which adversely impact the NFAS (or any Product Component of the NFAS) supplied by NBN Co to Customer in respect of a Premises where NBN Co is aware that the NFAS is being used as an input to the supply of a Downstream

Product that is a Downstream Priority Assistance Service (**Priority Assist NFAS Faults**).

- (b) NBN Co will use reasonable endeavours to meet the applicable Priority Assist NFAS Fault Rectification Service Level, but will not be required to pay or credit any Service Level Rebates to Customer if NBN Co fails to meet the applicable Priority Assist NFAS Fault Rectification Service Level.
- (c) If NBN Co becomes aware that NBN Co will not, or is likely not to, meet a Priority Assist NFAS Fault Rectification Service Level, NBN Co will notify the person specified in the Contact Details Register as being Customer's relevant contact for the purposes of such notices of that fact as soon as practicable after NBN Co becomes so aware. NBN Co and Customer will establish protocols for the escalation of priority assist related matters in accordance with the process set out in the [NBN Co Operations Manual](#).

Measurement

- (d) For the purposes of determining whether NBN Co has successfully rectified a Priority Assist NFAS Fault within the relevant Service Level:
 - i the measurement of NBN Co's performance will commence at Trouble Ticket Receipt using the local time at the location of the Premises in respect of which that Priority Assist NFAS Fault has been raised (not at the local time at the location from which Customer validly reported that Priority Assist NFAS Fault to NBN Co or the local time at the location at which NBN Co received that report); and
 - ii the measurement of NBN Co's performance will end at the time at which:
 - A NBN Co, acting reasonably, considers that NBN Co has successfully rectified the Priority Assist NFAS Fault; and
 - B NBN Co notifies Customer (either through the NBN Co Platform, by telephone, by email or by such other means as may be notified by NBN Co to Customer from time to time) that NBN Co has successfully rectified the Priority Assist NFAS Fault.

Additional commitments

- (e) Notwithstanding the operation of the Priority Assist NFAS Fault Rectification Service Levels:
 - i NBN Co will use reasonable endeavours to provide the highest level of service practicably available in respect of Priority Assist NFAS Faults for the purposes of ensuring that Priority Assist NFAS Faults

are rectified as soon as reasonably practicable after Trouble Ticket Receipt occurs;

- ii within 2 hours after Trouble Ticket Receipt, NBN Co will inform Customer whether NBN Co considers (at that time) that the reported fault is an NBN Fault and, if so, whether NBN Co expects (at that time) that NBN Co will be able to successfully rectify the NBN Fault in accordance with the applicable Priority Assist NFAS Fault Rectification Service Level; and
 - iii if NBN Co determines (acting reasonably) that the reported fault is not an NBN Fault or that NBN Co will not be able to successfully rectify the NBN Fault in accordance with the applicable Priority Assist NFAS Fault Service Level, NBN Co will inform Customer of that determination as soon as reasonably practicable after making that determination.
- (f) Customer agrees to work collaboratively with NBN Co to minimise, to the greatest extent practicable, the number of NFAS-related faults that are reported by Customer to NBN Co and which are determined by NBN Co (acting reasonably) not to be NBN Faults.

4.4 Applicability of Service Levels

- (a) The Service Level which applies to NFAS supplied by NBN Co in relation to a Premises, whether it is a Standard NFAS Fault Rectification Service Level or an Enhanced NFAS Fault Rectification Service Level, cannot be modified from the time a Trouble Ticket is raised to the time the NBN Fault is rectified. Once a Trouble Ticket is raised it will be resolved based on the applicable Service Level at the time of the Trouble Ticket being raised.
- (b) In responding to a Trouble Ticket, NBN Co will offer Customer a range of possible appointment times when NBN Co will be able to attend the affected Premises to rectify an NFAS Fault. If Customer is offered an appointment time which would allow NBN Co to achieve an applicable Service Level but the Customer selects a later appointment time, NBN Co will not be liable for, or required to pay or credit, any rebates (where applicable) to the extent that NBN Co fails to meet the applicable Service Level.
- (c) For clarity, if NBN Co determines that a reported Enhanced NFAS Fault, or Priority Assist Fault, is not caused by an NBN Fault, Customer is not entitled to claim any rebate under section 4.2 or any CSG Compensation Contribution under section 4.3.
- (d) Rebates under section 4.2 and CSG Compensation Contributions under section 4.3 will be deemed available for claim by Customer from the date that the Enhanced NFAS Fault or Priority Assist fault is reported.

5 Kept appointments

5.1 Kept Appointment Service Levels

Type of appointment	Service Level
Appointment made by NBN Co to attend a Premises at a particular time for the purposes of connecting and activating Access Components of the NFAS or rectifying a Standard NFAS Fault	NBN Co Personnel is present at the Premises not later than 15 minutes after the time of the appointment
Appointment made by NBN Co to attend a Premises between two particular times of day that are not more than four hours apart for the purposes of connecting and activating Access Components of the NFAS or rectifying a Standard NFAS Fault	NBN Co Personnel is present at the Premises within the period or not later than 15 minutes after the end of the period
Appointment made by NBN Co to attend a Premises between two particular times of day that are more than four, but not more than 5, hours apart for the purposes of connecting and activating Access Components of the NFAS or rectifying a Standard NFAS Fault	NBN Co Personnel is present at the Premises within the period
Appointment made by NBN Co to attend a Premises located in a Minor Rural Area or Remote Area between two particular times of day that are more than four, but not more than 5 hours apart for the purposes of connecting and activating Access Components of the NFAS or rectifying a Standard NFAS Fault where the NBN Co Personnel must travel a long distance to keep the appointment	NBN Co Personnel is present at the Premises within the period or not later than 45 minutes after the end of the period

Table 67: Kept Appointment Service Levels

Service Level

~~Service Level~~

- (a) Table 67 sets out the Service Levels (the **Kept Appointment Service Levels**) that apply in respect of the keeping of appointments made by NBN Co to attend a Premises for the purposes of:
- i connecting and activating the Access Components of the NFAS; or

- ii rectifying an NBN Fault that is adversely impacting the NFAS (or any Product Component of the NFAS) supplied by NBN Co to Customer in respect of a Premises (an **NFAS Fault**),

in each case, where the Access Components of the NFAS supplied by NBN Co to Customer in respect of that Premises are both currently being used as an input to the supply of a Downstream Product that is a Downstream CSG Service.

- (b) Where the Access Components of the NFAS supplied by NBN Co to Customer in respect of a Premises will be used as an input to the supply of a Customer Product or Downstream Product that:
 - i is considered to be a Downstream CSG Service and is not an appointment in respect of a Type 1 Connection, then if NBN Co fails to meet the applicable Kept Appointment Service Level, Customer will be entitled to claim a CSG Compensation Contribution from NBN Co subject to and in accordance with section 6; or
 - ii is not considered to be a Downstream CSG Service or is an appointment in respect of a Type 1 Connection, then NBN Co will use reasonable endeavours to meet the applicable Kept Appointment Service Level, but will not be required to pay or credit any Service Level Rebates to Customer if NBN Co fails to meet the applicable Kept Appointment Service Level.

Additional commitments

- (c) NBN Co will give at least 25 hours prior notice to Customer before rescheduling an appointment to attend a Premises for the purposes of connecting and activating the NFAS or rectifying a fault that is adversely impacting the NFAS, in each case, where the NFAS is being used as an input to the supply of Customer Product or a Downstream Product that is a "Downstream CSG Service".
- (d) In addition to the Kept Appointment Service Levels, the parties acknowledge that the [NBN Co Operations Manual](#) also sets out non-binding operational performance targets that are related to meeting and rescheduling of appointments by NBN Co.

6 CSG Compensation Contributions

6.1 NBN Co's obligation to credit CSG Compensation Contributions to Customer

- (a) Subject to section 6.1(b), if:
 - i Customer or Downstream Customer contravenes a performance standard that applies pursuant to the CSG Standard in respect of a

- Customer Product or Downstream Product that is a Downstream CSG Service;
- ii the contravention relates to a particular Downstream Customer (who is an End User);
 - iii Customer warrants to NBN Co that Customer is liable to pay damages:
 - A to that Downstream Customer (who is an End User) for that contravention; or
 - B to Downstream Customer as a direct result of Downstream Customer being liable to pay damages to that Downstream Customer (who is an End User) for that contravention,

(the damages which Customer is liable to pay are the **primary damages**);
 - iv that contravention is wholly or partly attributable to NBN Co's failure to meet a Service Level in respect of which Customer is entitled to claim a CSG Compensation Contribution under Part A of this Service Levels Schedule; and
 - v Customer has discharged its liability for the primary damages,
- then Customer will be entitled to claim a CSG Compensation Contribution from NBN Co in accordance with this section 6 (this amount is the **CSG Compensation Contribution**).
- (b) Customer is not entitled to claim, and NBN Co is not obliged to pay or credit, a CSG Compensation Contribution to Customer pursuant to section 6.1(a) if:
- i the contravention is not attributable to NBN Co's failure to meet a Service Level in respect of which Customer is entitled to claim a CSG Compensation Contribution under Part A of this Service Levels Schedule;
 - ii the contravention is wholly attributable to:
 - A Customer, Downstream Customer or Downstream Customer (who is an End User) failing to keep an appointment with NBN Co;
 - B Customer, Downstream Customer or Downstream Customer (who is an End User) not providing NBN Co with access to the relevant Premises in accordance with clause C10 of the Wholesale Broadband Agreement; or

- C one or more acts or omissions of Customer, Downstream Customer or Downstream Customer (who is an End User);
 - iii Customer has failed to use reasonable endeavours to avoid or mitigate its liability to pay primary damages;
 - iv Customer has failed to provide the relevant CSG Warranty;
 - v NBN Co has reasonable grounds to believe that the relevant CSG Warranty is not true or correct;
 - vi in respect of a failure to meet a Standard NFAS Fault Rectification Service Level, Customer has failed to comply with section 13 of the CSG Standard;
 - vii Customer has not used reasonable endeavours to make a claim under this section 6 as soon as is reasonably practicable after Customer becomes aware of the liability to pay primary damages to that Downstream Customer; or
 - viii Customer has not made a claim under this section 6 within 2 years after Customer paid primary damages to that Downstream Customer.
- (c) Section 6.1(b) does not limit any other provision of the Wholesale Broadband Agreement.

6.2 Determining the amount of the CSG Compensation Contribution

Where Customer is entitled to claim a CSG Compensation Contribution from NBN Co, the amount of that CSG Compensation Contribution is:

- (a) where the contravention is wholly attributable to NBN Co's failure to meet a Service Level in respect of which Customer is entitled to claim a CSG Compensation Contribution under Part A of this Service Levels Schedule – an amount equal to the primary damages; or
- (b) where the contravention is partly attributable to NBN Co's failure to meet a Service Level in respect of which Customer is entitled to claim a CSG Compensation Contribution under Part A of this Service Levels Schedule – such amount (not exceeding the primary damages) that NBN Co (acting reasonably) considers to be a fair and reasonable.

6.3 Process for claiming and crediting CSG Compensation Contributions

Customer may make claims for CSG Compensation Contributions, and NBN Co will credit CSG Compensation Contributions to Customer, in accordance with the processes set out in the [NBN Co Operations Manual](#).

6.4 Audit rights

- (a) From time to time, NBN Co may appoint a person as an auditor (**CSG Auditor**) to audit the veracity of the CSG Warranties given by Customer to NBN Co.
- (b) Customer must cooperate with the CSG Auditor to assist with the audit of the CSG Warranties given by Customer to NBN Co.
- (c) Customer must disclose to the CSG Auditor all records, materials, documents and correspondence which is relevant to the audit, subject to the CSG Auditor entering into reasonable undertakings to protect the confidentiality of such information during the audit.
- (d) If NBN Co has paid or credited any CSG Compensation Contribution to Customer, and NBN Co subsequently determines (either as a result of the audit, or otherwise) that:
 - i any of the CSG Warranties are not true or correct;
 - ii the Downstream Customer (who is an End User) had waived its CSG rights;
 - iii any of the matters referred to in section 6.1(b) apply in respect of that CSG Compensation Contribution;
 - iv the timeframe for making a claim for CSG Compensation Contribution had expired at the time of making the claim; or
 - v Customer has failed to take any reasonable action which would limit its liability for the primary damages in respect of the CSG,

then NBN Co may, at its discretion, determine that the CSG Compensation Contribution it has previously provided to the Customer was wrongly provided, and the amount will become a debt immediately due and payable by Customer to NBN Co.

6.5 No double recovery

Customer is not entitled to receive a CSG Compensation Contribution under this section 6 to the extent that NBN Co has paid damages, or has been found liable by a court of competent jurisdiction to pay damages, to Customer pursuant to section 118A of the *Telecommunications (Consumer Protection and Service Standards) Act 1999* (Cth) in connection with the same or a substantially similar act or omission of NBN Co that would otherwise give rise to Customer's entitlement to receive a CSG Compensation Contribution under this section 6.

Part B Other Service Levels

7 AVC modification

7.1 AVC Modification Service Level

Activity	Service Level
AVC Modification	Within 2 Business Days of the day on which Order Receipt occurs

Table 78: AVC Modification Service Level

Service Level

~~Service Level~~

- (a) Table 78 sets out the Service Level (the **AVC Modification Service Level**) that applies in respect of the timeframe within which NBN Co will successfully complete the modification of the bandwidth or Fault Rectification Service Level of an AVC supplied by NBN Co to Customer in respect of an NTD at a Premises (an **AVC Modification**).
- (b) NBN Co will use reasonable endeavours to meet the AVC Modification Service Level, but will not be required to pay or credit any Service Level Rebates to Customer if NBN Co fails to meet the AVC Modification Service Level.
- (c) In addition to the AVC Modification Service Level, the parties acknowledge that the NBN Co Operations Manual also sets out non-binding operational performance targets that are related to the performance of AVC Modifications.

Measurement

- (d) For the purposes of determining whether NBN Co has successfully completed an AVC Modification within the AVC Modification Service Level:
- the measurement of NBN Co's performance will commence at Order Receipt using the local time at the location of that Premises (not at the local time at the location at which ~~Customer's~~ Customer placed that order or the local time at the location at which NBN Co received that order);
 - if Order Receipt occurs between 12:00am and 8:00am on a particular Business Day, then it is deemed that Order Receipt occurs at 8:00am of that same Business Day, and if Order Receipt occurs between

5:00pm and 11:59pm on a particular Business Day, then it is deemed that Order Receipt occurs at 8:00am on the following Business Day; and

- iii the measurement of NBN Co's performance will end at the time at which:
 - A NBN Co, acting reasonably, considers that NBN Co has successfully completed the modification; and
 - B NBN Co notifies Customer (either through the NBN Co Platform, by telephone, by email or by such other means as may be notified by NBN Co to Customer from time to time) that NBN Co has successfully completed the modification.

(e) By way of example only, if:

- i Customer validly places an order for an AVC Modification in respect of a CSA located in Sydney by 6:00pm Sydney time; and
- ii NBN Co receives that order in Perth by 4:00pm Perth time on the same Business Day,

then for the purposes of determining whether NBN Co has successfully completed the AVC Modification within the AVC Modification Service Level, it is deemed that Order Receipt occurred at 8:00am Sydney time on the following Business Day.

8 CVC activation

8.1 CVC Activation Service Level

Activity	Service Level
CVC Activation	Within 5 Business Days of the day on which Order Receipt occurs

Table 810: CVC Activation Service Level

Service Level

~~Service Level~~

- (a) Table 810 sets out the Service Level (the **CVC Activation Service Level**) that applies in respect of the timeframe within which NBN Co will successfully complete the activation of a CVC supplied by NBN Co to Customer in respect of a CSA (a **CVC Activation**).

- (b) NBN Co will use reasonable endeavours to meet the CVC Activation Service Level, but will not be required to pay or credit any Service Level Rebates to Customer if NBN Co fails to meet the CVC Activation Service Level.
- (c) In addition to the CVC Activation Service Level, the parties acknowledge that the [NBN Co Operations Manual](#) also sets out non-binding operational performance targets that are related to the performance of CVC Activations.

Measurement

- (d) For the purposes of determining whether NBN Co has successfully completed the CVC Activation within the CVC Activation Service Level:
 - i the measurement of NBN Co's performance will commence at Order Receipt using the local time at the location of that CSA (not at the local time at the location at which Customer's placed that order or the local time at the location at which NBN Co received that order);
 - ii if Order Receipt occurs between 12:00am and 8:00am on a particular Business Day, then it is deemed that Order Receipt occurs at 8:00am of that same Business Day, and if Order Receipt occurs between 5:00pm and 11:59pm on a particular Business Day, then it is deemed that Order Receipt occurs at 8:00am on the following Business Day; and
 - iii the measurement of NBN Co's performance will end at the time at which:
 - A NBN Co, acting reasonably, considers that NBN Co has successfully completed the activation; and
 - B NBN Co notifies Customer (either through the NBN Co Platform, by telephone, by email or by such other means as may be notified by NBN Co to Customer from time to time) that NBN Co has successfully completed the activation.
- (e) By way of example only, if:
 - i Customer validly places an order for a CVC Activation in respect of a CSA located in Sydney by 6:00pm Sydney time; and
 - ii NBN Co receives that order in Perth by 4:00pm Perth time on the same Business Day,

then for the purposes of determining whether NBN Co has successfully completed the CVC Activation within the CVC Activation Service Level, it is deemed that Order Receipt occurred at 8:00am Sydney time on the following Business Day.

9 CVC modification

9.1 CVC Modification Service Level

Activity	Service Level
CVC Modification	Within 5 Business Days of the day on which Order Receipt occurs

Table 911: CVC Modification Service Level

Service Level

~~Service Level~~

- (a) Table 911 sets out the Service Level (the **CVC Modification Service Level**) that applies in respect of the timeframe within which NBN Co will successfully complete the modification of the bandwidth of a CVC supplied by NBN Co to Customer in respect of a CSA (a **CVC Modification**).
- (b) NBN Co will use reasonable endeavours to meet the CVC Modification Service Level, but will not be required to pay or credit any Service Level Rebates to Customer if NBN Co fails to meet the CVC Modification Service Level.

Measurement

- (c) For the purposes of determining whether NBN Co has successfully completed the CVC Modification within the CVC Modification Service Level:
- the measurement of NBN Co's performance will commence at Order Receipt using the local time at the location of that CSA (not at the local time at the location at which Customer's placed that order or the local time at the location at which NBN Co received that order);
 - if Order Receipt occurs between 12:00am and 8:00am on a particular Business Day, then it is deemed that Order Receipt occurs at 8:00am of that same Business Day, and if Order Receipt occurs between 5:00pm and 11:59pm on a particular Business Day, then it is deemed that Order Receipt occurs at 8:00am on the following Business Day; and
 - the measurement of NBN Co's performance will end at the time at which:
 - NBN Co, acting reasonably, considers that NBN Co has successfully completed the modification; and
 - NBN Co notifies Customer (either through the NBN Co Platform, by telephone, by email or by such other means as

may be notified by NBN Co to Customer from time to time) that NBN Co has successfully completed the modification.

- (d) By way of example only, if:
- i Customer validly places an order for a CVC Modification in respect of a CSA located in Sydney by 6:00pm Sydney time; and
 - ii NBN Co receives that order in Perth by 4:00pm Perth time on the same Business Day,

then for the purposes of determining whether NBN Co has successfully completed the CVC Modification within the CVC Modification Service Level, it is deemed that Order Receipt occurred at 8:00am Sydney time on the following Business Day.

10 NNI bearer activation

10.1 NNI Bearer Activation Service Level

Activity	Timeframe
Activate new NNI bearer	Within 15 Business Days after the day on which Order Receipt occurs.

Table ~~1012~~: NNI Bearer Activation Service Level

Service Level

~~Service Level~~

- (a) Table ~~1012~~ sets out the Service Level (the **NNI Bearer Activation Service Level**) that applies in respect of the timeframe within which NBN Co will successfully complete the activation of new NNI bearers supplied by NBN Co to Customer in respect of a POI (each, a **NNI Bearer Activation**).
- (b) NBN Co will use reasonable endeavours to meet the NNI Bearer Activation Service Level, but will not be required to pay or credit any Service Level Rebates to Customer if NBN Co fails to meet the NNI Bearer Activation Service Level.

Exclusions

- (c) The NNI Bearer Activation Service Level does not apply in respect of the activation of new NNI bearers where NBN Co, acting reasonably, considers that the equipment or infrastructure necessary for NBN Co to supply the new NNI bearer is not available in respect of the POI.

Measurement

- (d) For the purposes of determining whether NBN Co has successfully completed the NNI Bearer Activation within the NNI Bearer Activation Service Level:
- i the measurement of NBN Co's performance will commence at Order Receipt using the local time at the location of that POI (not at the local time at the location at which Customer's placed that order or the local time at the location at which NBN Co received that order);
 - ii if Order Receipt occurs between 12:00am and 8:00am on a particular Business Day, then it is deemed that Order Receipt occurs at 8:00am of that same Business Day, and if Order Receipt occurs between 5:00pm and 11:59pm on a particular Business Day, then it is deemed that Order Receipt occurs at 8:00am on the following Business Day; and
 - iii the measurement of NBN Co's performance will end at the time at which:
 - A NBN Co, acting reasonably, considers that NBN Co has successfully completed the activation; and
 - B NBN Co notifies Customer (either through the NBN Co Platform, by telephone, by email or by such other means as may be notified by NBN Co to Customer from time to time) that NBN Co has successfully completed the activation.
- (e) By way of example only, if:
- i Customer validly places an order for a NNI Bearer Activation in respect of a POI located in Sydney by 6:00pm Sydney time; and
 - ii NBN Co receives that order in Perth by 4:00pm Perth time on the same Business Day,
- then for the purposes of determining whether NBN Co has successfully completed the NNI Bearer Activation within the NNI Bearer Activation Service Level, it is deemed that Order Receipt occurred at 8:00am Sydney time on the following Business Day.

11 NBN Co Platform availability

11.1 NBN Co Platform Availability Service Level

Form of NBN Co Platform Interfacing Service	Availability
Availability of NBN Co Service Portal	95%

Table 11.13: NBN Co Platform Availability Service Levels

Service Level

~~Service Level~~

- (a) Table ~~11~~13 sets out the Service Level that applies in respect of the Availability of the NBN Co Platform Interfacing Service (the **NBN Co Platform Availability Service Levels**).
- (b) NBN Co will use reasonable endeavours to meet the NBN Co Platform Availability Service Level, but will not be required to pay or credit any Service Level Rebates to Customer if NBN Co fails to meet the NBN Co Platform Availability Service Level.

Measurement

- (c) For the purposes of the NBN Co Platform Availability Service Level, a reference to **Availability** means:

$$\frac{(\text{Measurement Period} - \text{Unacceptable Downtime})}{\text{Measurement Period}} \times 100\%$$

where:

- i **Measurement Period** means the number of minutes in any period of 60 consecutive calendar days (being 86,400 minutes); and
- ii **Unacceptable Downtime** means:
 - A the number of minutes in the Measurement Period when Customer is unable to perform a Key Business Transaction through the NBN Co Platform Interfacing Service due to the NBN Co Platform failing to perform in accordance with the [Service Description for the NBN Co Platform Interfacing Service](#); less
 - B the number of minutes in the Measurement Period when Customer is unable to perform a Key Business Transaction through the NBN Co Platform Interfacing Service due to NBN Co performing Planned NBN Maintenance or a Force Majeure Event.

12 Type 1 Connection and Type 2 Connection appointments met

12.1 Type 1/Type 2 Connection Appointments Met Service Level

Activity	Target
Percentage of all confirmed Type 1 Connection appointments and all confirmed Type 2 Connection appointments that are made by Customer in a Quarter that are met by NBN Co, excluding those appointments that are rescheduled by Customer, including where Customer has rescheduled that appointment due to a failure or inability of Customer, Downstream Customer or Downstream Customer (who is an End User) to attend the original confirmed appointment (as applicable)	80%

Table 12.14: Type 1/Type 2 Connection Appointments Met Service Level

Service Level

Service Level

- (a) Table 12.14 sets out the Service Level that applies in respect of the percentage of all confirmed Type 1 Connection appointments and all confirmed Type 2 Connection appointments that are made by Customer in respect of a Quarter that are met by NBN Co, excluding those appointments that are rescheduled by Customer, including where Customer has rescheduled that appointment due to a failure or inability of Customer, Downstream Customer or Downstream Customer (who is an End User) to attend the original confirmed appointment (as applicable) (the **Type 1/Type 2 Connection Appointments Met Service Level**).
- (b) NBN Co will use reasonable endeavours to meet the Type 1/Type 2 Connection Appointments Met Service Level, but will not be required to pay or credit any Service Level Rebates to Customer if NBN Co fails to meet the Type 1/Type 2 Connection Appointments Met Service Level.
- (c) The Type 1/Type 2 Connection Appointments Met Service Level measures NBN Co's performance in meeting confirmed Type 1 Connection appointments and confirmed Type 2 Connection appointments excluding those appointments that are rescheduled due to a failure or inability of NBN Co to attend the original confirmed appointment, but does not measure NBN

Co's performance in successfully completing the connection and activation of the Type 1 Connection or Type 2 Connection (as applicable).

- (d) In respect of Type 1/Type 2 Connection Appointments Met Service Level, "confirmed Type 1 Connection appointment" and "confirmed Type 2 Connection appointment" refers to an appointment that has been validly made by Customer and accepted by NBN Co in accordance with the requirements of the [NBN Co Operations Manual](#).
- (e) In respect of Type 1/Type 2 Connection Appointments Met Service Level, an appointment will be regarded as being met by NBN Co when NBN Co attends the appointment in accordance with the relevant Kept Appointment Service Level.

13 Type 1 Connection and Type 2 Connection appointments rescheduled

13.1 Type 1/Type 2 Connection Appointments Rescheduled Service Level

Activity	Target
Percentage of all confirmed Type 1 Connection appointments and all confirmed Type 2 Connection appointments that are made by Customer in a Quarter that are rescheduled by NBN Co due to a failure or inability of NBN Co to attend the original confirmed appointment	Less than 10%

Table 13.15: Type 1/Type 2 Connection Appointments Rescheduled Service Level

~~Service Level~~

Service Level

- (a) Table 13.15 sets out the Service Level that applies in respect of the percentage of all confirmed Type 1 Connection appointments and all confirmed Type 2 Connection appointments that are made by Customer in respect of a Quarter that are rescheduled by NBN Co due to a failure or inability of NBN Co to attend the original confirmed appointment (the **Type 1/Type 2 Connection Appointments Rescheduled Service Level**).
- (b) NBN Co will use reasonable endeavours to meet the Type 1/Type 2 Connection Appointments Rescheduled Service Level, but will not be required to pay or credit any Service Level Rebates to Customer if NBN Co fails to meet the Type 1/Type 2 Connection Appointments Rescheduled Service Level.

- (c) The Type 1/Type 2 Connection Appointments Rescheduled Service Level measures NBN Co's performance in respect of the number of Type 1 Connection appointments and confirmed Type 2 Connection appointments that are rescheduled by NBN Co due to a failure or inability of NBN Co to attend the original confirmed appointment, but does not measure NBN Co's performance in successfully completing the connection and activation of the Type 1 Connection or Type 2 Connection (as applicable).
- (d) In respect of Type 1/Type 2 Connection Appointments Rescheduled Service Level, "confirmed Type 1 Connection appointment" and "confirmed Type 2 Connection appointment" refers to an appointment that has been validly made by Customer and accepted by NBN Co in accordance with the requirements of the [NBN Co Operations Manual](#).
- (e) In respect of Type 1/Type 2 Connection Appointments Rescheduled Service Level, an appointment will be regarded as being met by NBN Co when NBN Co attends the appointment in accordance with the relevant Kept Appointment Service Level.

14 Network performance and availability

14.1 Shared Network Resource performance and utilisation management

- (a) As take up and usage of Customer Products and Downstream Products that rely on the NFAS as an input increases over time, NBN Co expects that utilisation of those parts of the NBN Co Fibre Network that are shared in a contended manner to supply the NFAS, including NBN Co's transit backhaul network (the **Shared Network Resources**) will gradually increase.
- (b) NBN Co intends to initially dimension the average busy hour throughput of the Shared Network Resources at a minimum of 150kbps per AVC TC-4.
- (c) NBN Co intends (after necessary systems, tools and processes are implemented by NBN Co) to apply the following dimensioning and non-binding utilisation management principles (**Utilisation Management Principles**) with a view to minimising variance in the service experience of End Users of such Customer Products and Downstream Products as take up and usage increases:
 - i NBN Co intends to manage Shared Network Resources over time to ensure that utilisation is equal to or less than 70%.
 - ii If utilisation of Shared Network Resources exceeds 70% for a continuous period of 30 minutes or more on three or more separate occasions during a period of 7 calendar days (the **Utilisation Threshold**), NBN Co intends to reassess the capacity of the Shared Network Resources.

- iii NBN Co intends to manage allocation of Shared Network Resources with regard to mass-market usage of Customer Products and Downstream Products that rely on the NFAS as an input.
- (d) NBN Co and Customer agree that:
 - i the Utilisation Management Principles are non-binding principles only and NBN Co will not be responsible or liable for any failure to comply with the Utilisation Management Principles;
 - ii the Utilisation Management Principles only apply in relation to Shared Network Resources;
 - iii the Utilisation Management Principles do not apply in relation to the NBN Co Wireless Network or the NBN Co Satellite Network;
 - iv the Utilisation Management Principles do not apply in relation to any non-NBN Co transit backhaul networks; and
 - v the rate of contention applied by Customer through CVC dimensioning may make the product performance objectives set out in [Product Technical Specification for the NFAS](#) unachievable and, in such cases, NBN Co will not be responsible for failing to achieve those product performance objectives.

14.2 Network Availability Target

- (a) The design target for overall network availability in respect of the NBN Co Fibre Network and the NBN Co Wireless Network is 99.90% (the **Network Availability Target**). NBN Co and Customer agree that the Network Availability Target is a non-binding target only and NBN Co will not be responsible or liable for any failure to meet the Network Availability Target.
- (b) By way of background only, NBN Co has calculated the Network Availability Target through the use of a series of models which combine the estimated probability of network failure (both equipment failure and network path failure) and the estimated likely time required for NBN Co to rectify that network failure. In calculating the Network Availability Target, NBN Co has made a series of assumptions, including an assumption that rollout of the NBN Co Fibre Network and the NBN Co Wireless Network is complete. Over time, NBN Co intends to review these assumptions, and the resulting calculation of the Network Availability Target, on the basis of actual performance data that will be gathered over time.
- (c) The Network Availability Target is a measure of the Availability of NFAS and the NBN Co wireless access service (**NWAS**) (between the NNI operating in chassis-diverse mode and the UNI) supplied by NBN Co to Customer and each Other NBN Co Customer during any 12 month period.

- (d) For the purposes of calculating the Network Availability Target:
- i An NFAS or NWAS (as applicable) is deemed to be **Available**, except where the NFAS or NWAS (as applicable) is deemed to be Unavailable.
 - ii An NFAS or NWAS (as applicable) is deemed to be **Unavailable** when TC-1 and/or TC-4 connectivity (as applicable) between the NNI operating in chassis-diverse mode and the UNI is lost, which will be measured from the time at which Customer raises a valid Trouble Ticket in respect of that loss of connectivity in accordance with the [NBN Co Operations Manual](#) until the time at which NBN Co closes that Trouble Ticket in accordance with the [NBN Co Operations Manual](#). Any period during which a Trouble Ticket has a “with Customer” or like status in accordance with the [NBN Co Operations Manual](#) (e.g. where NBN Co is waiting for information from action on the part of Customer, a Downstream Customer or an End User) or is held in a “monitoring” or like state in accordance with the [NBN Co Operations Manual](#) (e.g. where NBN Co considers that the Trouble Ticket can be closed, but Customer considers that the Trouble Ticket should not be closed), will be disregarded for the purposes of measuring the period of Unavailability.
 - iii An NFAS or NWAS (as applicable) will not be deemed to be Unavailable where the loss of connectivity between the NNI operating in chassis-diverse mode and the UNI is caused or contributed to by a planned outage, a failure in the supply of mains power to the relevant NTD, the occurrence of a Force Majeure Event, the occurrence of a Customer Event, any matter or thing that is outside of the network boundaries of the NFAS or NWAS (as applicable) or any matter or thing that is beyond the reasonable control of NBN Co.
- (e) NBN Co will provide reports to Customer in relation to NBN Co’s performance against the Network Availability Target on a regular basis. NBN Co will publish such reports on the NBN Co Website.
- (f) The Network Availability Target does not apply in relation to the NBN Co Satellite Network or any NBN Co satellite access service (whether interim or otherwise). Furthermore, the Network Availability Target does not apply in respect of any business grade services supplied by NBN Co or any future enhanced ~~service levels~~ **Service Levels** that may be offered by NBN Co, including those relating to improved response times or restoration targets.

15 Facilities Access Service order processing

15.1 Facilities Access Service Order Processing Service Levels

Activity	Timeframe
Accept or reject order from Customer in respect of allocation and set-up of rack space for NBN Co Co-location, installation of NBN Co ODF Termination Point and installation of Cross Connects	10 Business Days after NBN Co receives a valid order from Customer in accordance with the NBN Co Operations Manual .
Accept or reject order from Customer in respect of allocation and set-up of rack space for NBN Co Co-location and installation of NBN Co ODF Termination Point (which does not involve installation of Cross Connects)	10 Business Days after NBN Co receives a valid order from Customer in accordance with the NBN Co Operations Manual .
Accept or reject order from Customer in respect of installation of NBN Co ODF Termination Point and installation of Cross Connects (which does not involve allocation and set-up of rack space for NBN Co Co-location)	2 Business Days after NBN Co receives a valid order from Customer in accordance with the NBN Co Operations Manual .
Accept or reject order from Customer in respect of installation of Cross Connects (which does not involve allocation and set-up of rack space for NBN Co Co-location or installation of NBN Co ODF Termination Point)	2 Business Days after NBN Co receives a valid order from Customer in accordance with the NBN Co Operations Manual .
Accept or reject order from Customer in respect of allocation and set-up of rack space for NBN Co Co-location (which does not involve installation of NBN Co ODF Termination Point or installation of Cross Connects)	10 Business Days after NBN Co receives a valid order from Customer in accordance with the NBN Co Operations Manual .
Accept or reject order from Customer in respect of installation of NBN Co ODF Termination Point only (which does not involve allocation and set-up of rack space for NBN Co Co-location or installation of Cross Connects)	2 Business Days after NBN Co receives a valid order from Customer in accordance with the NBN Co Operations Manual .

Table 1416: Facilities Access Service Order Processing Service Levels

~~Service Level~~

Service Level

- (a) Table 1416 sets out the Service Levels (the **Facilities Access Service Order Processing Service Levels**) that apply in respect of the timeframes within which NBN Co will accept or reject an order or request by Customer in

respect of the Facilities Access Service (each, a **Facilities Access Service Order**).

- (b) NBN Co will use reasonable endeavours to meet the Facilities Access Service Order Processing Service Levels, but will not be required to pay or credit any Service Level Rebates if NBN Co fails to meet any Facilities Access Service Order Processing Service Level.

Measurement

- (c) For the purposes of determining whether NBN Co has accepted or rejected a Facilities Access Service Order within the relevant Service Level:
 - i the measurement of NBN Co's performance will commence at the time at which NBN Co receives a valid Facilities Access Service Order from Customer in accordance with the [NBN Co Operations Manual](#) (in this section 15.1, **Order Receipt**) using the local time at the location of the relevant Aggregation Node Site;
 - ii if Order Receipt occurs between 12:00am and 8:00am on a particular Business Day, then it is deemed that Order Receipt occurs at 8:00am of that same Business Day, and if Order Receipt occurs between 5:00pm and 11:59pm on a particular Business Day, then it is deemed that Order Receipt occurs at 8:00am on the following Business Day;
 - iii if Order Receipt occurs on a particular day that is not a Business Day, then it is deemed that Order Receipt occurs at 8:00am of the next Business Day; and
 - iv the measurement of NBN Co's performance will end at the time at which NBN Co notifies Customer (either through the NBN Co Platform, by telephone, by email or by such other means as may be notified by NBN Co to Customer from time to time) that NBN Co has accepted or rejected the Facilities Access Service Order.
- (d) By way of example only, if:
 - i Customer validly places a Facilities Access Service Order in respect of an Aggregation Node Site located in Sydney by 6:00pm Sydney time; and
 - ii NBN Co receives that order in Perth by 4:00pm Perth time on the same Business Day,

then for the purposes of determining whether NBN Co has accepted or rejected the Facilities Access Service Order within the relevant Service Level, it is deemed that Order Receipt occurred at 8:00am Sydney time on the following Business Day.

15.2 Definitions – Facilities Access Service Order Processing Service Levels

- (a) A capitalised term that is used in this section 15 and is defined in:
- i the Dictionary for the Wholesale Broadband Agreement, has the meaning given to that term in the Dictionary for that agreement; or
 - ii the definitions section of the Product Description for the Facilities Access Service, has the meaning given to that term in the definitions section of the Product Description for the Facilities Access Service.

16 Facilities Access Service order completion

16.1 Facilities Access Service Order Completion Service Levels

Activity	Timeframe (where Aggregation Node Site is located in an Urban Area)	Timeframe (where Aggregation Node Site is located outside of an Urban Area)
Successfully complete an order for the allocation and set-up of rack space for NBN Co Co-location, installation of NBN Co ODF Termination Point and installation of Cross Connects	20 Business Days after NBN Co accepts an order from Customer in accordance with the NBN Co Operations Manual .	
Successfully complete an order for the allocation and set-up of rack space for NBN Co Co-location and installation of NBN Co ODF Termination Point (which does not involve installation of Cross Connects)	20 Business Days after NBN Co accepts an order from Customer in accordance with the NBN Co Operations Manual .	
Successfully complete an order for the installation of NBN Co ODF Termination Point and installation of Cross Connects (which does not involve allocation and set-up of rack space for NBN Co Co-location)	10 Business Days after NBN Co accepts an order from Customer in accordance with the NBN Co Operations Manual .	15 Business Days after NBN Co accepts an order from Customer in accordance with the NBN Co Operations Manual .

Activity	Timeframe (where Aggregation Node Site is located in an Urban Area)	Timeframe (where Aggregation Node Site is located outside of an Urban Area)
Successfully complete an order for the installation of Cross Connects (which does not involve allocation and set-up of rack space for NBN Co Co-location or installation of NBN Co ODF Termination Point)	5 Business Days after NBN Co accepts an order from Customer in accordance with the NBN Co Operations Manual .	10 Business Days after NBN Co accepts an order from Customer in accordance with the NBN Co Operations Manual .
Successfully complete an order for the allocation and set-up of rack space for NBN Co Co-location (which does not involve installation of NBN Co ODF Termination Point or installation of Cross Connects)	20 Business Days after NBN Co accepts an order from Customer in accordance with the NBN Co Operations Manual .	
Successfully complete an order for the installation of NBN Co ODF Termination Point (which does not involve allocation and set-up of rack space for NBN Co Co-location or installation of Cross Connects)	10 Business Days after NBN Co accepts an order from Customer in accordance with the NBN Co Operations Manual .	15 Business Days after NBN Co accepts an order from Customer in accordance with the NBN Co Operations Manual .

Table ~~15~~17 Facilities Access Service Order Completion Service Levels

Service Level

- (a) Table ~~15~~17 sets out the Service Levels (the **Facilities Access Service Order Completion Service Levels**) that apply in respect of the timeframes within which NBN Co will successfully complete an order or request by Customer in respect of the Facilities Access Service (each, a **Facilities Access Service Order**).
- (b) NBN Co will use reasonable endeavours to meet the Facilities Access Service Order Completion Service Levels, but will not be required to pay or credit any Service Level Rebates if NBN Co fails to meet any Facilities Access Service Order Completion Service Level.

Measurement

(c) For the purposes of determining whether NBN Co has successfully completed a Facilities Access Service Order within the relevant Service Level:

- i the measurement of NBN Co's performance will commence at the time at which NBN Co accepts an order from Customer in accordance with the [NBN Co Operations Manual](#) (in this section 16.1, **Order Receipt**) using the local time at the location at which NBN Co accepted that order in accordance with the [NBN Co Operations Manual](#);
- ii if Order Receipt occurs between 12:00am and 8:00am on a particular Business Day, then it is deemed that Order Receipt occurs at 8:00am of that same Business Day, and if Order Receipt occurs between 5:00pm and 11:59pm on a particular Business Day, then it is deemed that Order Receipt occurs at 8:00am on the following Business Day;
- iii if Order Receipt occurs on a particular day that is not a Business Day, then it is deemed that Order Receipt occurs at 8:00am of the next Business Day; and
- iv the measurement of NBN Co's performance will end at the time at which NBN Co:
 - A acting reasonably, considers that NBN Co has successfully completed the Facilities Access Service Order; and
 - B notifies Customer (either through the NBN Co Platform, by telephone, by email or by such other means as may be notified by NBN Co to Customer from time to time) that NBN Co has successfully completed the Facilities Access Service Order.

(d) By way of example only, if:

- i Customer validly places a Facilities Access Service Order in respect of an Aggregation Node Site located in Sydney by 6:00pm Sydney time; and
- ii NBN Co accepts that order in accordance with the [NBN Co Operations Manual](#) in Perth by 4:00pm Perth time on the same Business Day,

then for the purposes of determining whether NBN Co has successfully completed the Facilities Access Service Order within the relevant Service Level, it is deemed that Order Receipt occurred at 4:00pm Perth time on that Business Day.

16.2 Definitions – Facilities Access Service Order Completion Service Levels

- (a) A capitalised term that is used in this section 16 and is defined in:
- i the Dictionary for the Wholesale Broadband Agreement, has the meaning given to that term in the Dictionary for that agreement;
 - ii the definitions section of the Product Description for the Facilities Access Service, has the meaning given to that term in the definitions section of the Product Description for the Facilities Access Service; or
 - iii in this section 16.2, has the meaning given to that term in this section 16.2.

- (b) In this section 16, a reference to:

Urban Area means an urban centre with a population equal to or greater than 10000 people at the time at which NBN Co accepts a Facilities Access Service Order from Customer in accordance with the [NBN Co Operations Manual](#).



Price List

RELEASE 2.0



This document forms part of NBN Co's Wholesale Broadband Agreement which is a Standard Form of Access Agreement for the purposes of Part XIC of the Competition and Consumer Act 2010.



NBN Co Limited

Price List

| ~~26/05~~03/10/2012

Release: 2.0

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Environment

NBN Co asks that you consider the environment before printing this document.

1 Introduction

1.1 Charges are GST exclusive

All Charges in this Price List are quoted exclusive of GST.

1.2 References to download and upload speeds

References to download and upload speeds in this Price List are to the maximum peak speeds that the NBN Co Network is designed to make available to Customer. The speeds actually experienced by Downstream Customers and End Users will depend upon a number of factors including the contention ratios that are determined by Customer; the equipment that is used by Customer, Downstream Customers and End Users; the nature and quality of the Downstream Product acquired by Downstream Customers; the number of simultaneous End Users using the relevant Downstream Product; and the nature and quality of the connection at the relevant Premises.

1.3 Defined terms and interpretation

- (a) A capitalised term that is used in this Price List, but is not defined in a relevant section of this Price List, and is defined in:
- i the Dictionary for the Wholesale Broadband Agreement, has the meaning given to that term in the Dictionary for the Wholesale Broadband Agreement; or
 - ii a Product Description, has the meaning given to that term in the Product Description.

2 Recurring Charges for the NBN Co Fibre Access Service

2.1 AVC Recurring Charges

~~2.1(a)~~ AVC TC-4 (including UNI-D) Recurring Charges

AVC TC-4 downstream Mbps (PIR)*	AVC TC-4 upstream Mbps (PIR)*	AVC TC-4 (including UNI-D) Recurring Charge	Validity Period
12	1	\$24.00	1/10/2011 to 30/6/2017
25	5	\$27.00	1/10/2011 to 31/12/2013
25	10	\$30.00	1/10/2011 to 31/12/2013
50	20	\$34.00	1/10/2011 to

			31/12/2013
100	40	\$38.00	1/10/2011 to 31/12/2013

*To be read subject to ~~section 1~~ section 1.2.

~~(a)~~i The AVC TC-4 (including UNI-D) Recurring Charges are recurring Charges that are incurred by Customer in respect of each Billing Period (or part thereof) in which a UNI-D and AVC TC-4 is made available by NBN Co to Customer: (an AVC TC-4 (including UNI-D) Recurring Charge).

~~(b)~~ii The AVC TC-4 (including UNI-D) Recurring Charges are inclusive of:

iA access to and use of one UNI-D for use in conjunction with the AVC;

iiB optional access to and use of one UNI-V on the NTD in respect of which the AVC is made available (where available on that NTD);

C optional acquisition of ~~a 150Kbps~~ TC-1 (CIR) with a Data Transfer Rate of 150Kbps upstream and 150Kbps downstream for the purposes of supplying telephony services that will be mapped as set out in sections 2.1(a)iii or 2.1(a)iv (as applicable);

~~iii~~ TC-1 (CIR) described in section 2.1(a)iiC will be mapped to either:

Aiii the UNI-D where Customer does not acquire the optional UNI-V, in which case:

*A the 150Kbps TC- 1 (CIR) Data Transfer Rate will be provided through the same AVC as the corresponding TC-4 Data Transfer Rate is provided;

*B the 150Kbps TC-1 (CIR) Data Transfer Rate will be included within the overall corresponding TC-4 Data Transfer Rate; and

*C the AVC will be mapped to the UNI-D on the NTD at the relevant Premises; or

~~Biv~~ TC-1 (CIR) described in section 2.1(a)iiC will be mapped to the UNI-V where Customer acquires the optional UNI-V, in which case:

*A the 150Kbps TC-1 (CIR) Data Transfer Rate will be provided through an additional AVC that is separate to the AVC

through which the corresponding TC-4 Data Transfer Rate is provided;

*B the 150Kbps TC-1 (CIR) Data Transfer Rate will be additional to the corresponding TC-4 Data Transfer Rate;

*C the AVC through which the TC-4 Data Transfer Rate is provided will be mapped to the UNI-D on the NTD at the relevant Premises; and

*D the additional AVC through which the TC-1 Data Transfer Rate is provided will be mapped to the UNI-V on the NTD at the relevant Premises.

~~(c)~~v Where incurred by Customer in respect of a Billing Period, AVC TC-4 (including UNI-D) Recurring Charges will be presented in the invoice for that Billing Period in two ~~components~~parts, as follows:

iA \$7.50 of the AVC TC-4 (including UNI-D) Recurring Charge will be presented in the invoice as the Charge applying in respect of the UNI-D; and

iiB the remainder of the AVC TC-4 (including UNI-D) Recurring Charge will be presented in the invoice as the Charge applying in respect of the AVC TC-4.

~~(d)~~vi By way of example only, where the AVC TC-4 (including UNI-D) Recurring Charge for an AVC TC-4 (12Mbps downstream / 1Mbps upstream) is \$24.00:

iA \$7.50 will be presented in the invoice as the Charge applying in respect of the UNI-D; and

iiB \$16.50 will be presented in the invoice as the Charge applying in respect of the AVC TC-4.

vii Where Customer chooses to acquire the 150Kbps TC-1 (CIR) described in section 2.1(a)iiC and the optional UNI-V, the AVC TC-4 (including UNI-D) Recurring Charges will be presented in the invoice for that Billing Period with additional Charges and credits included as follows:

A a \$7.50 recurring Charge will be presented in the invoice as the Charge applying in respect of the UNI-V;

B a \$10 recurring Charge will be presented in the invoice as the Charge applying in respect of the AVC TC-1(CIR) Data Transfer Rate;

C a credit equivalent to the recurring Charge for the UNI-V set out in section 2.1(a)viiA; and

D a credit equivalent to the recurring Charge for 150Kbps TC-1 (CIR) Data Transfer Rate set out in section 2.1(a)viiB.

viii Where Customer chooses to acquire the AVC TC-1 (CIR) described in section 2.1(a)iiC and chooses not to acquire the optional UNI-V, the AVC TC-4 (including UNI-D) Recurring Charges will be presented in the invoice for that Billing Period with additional Charges and credits included as follows:

A a recurring Charge will be presented in the invoice as the Charge applying in respect of the AVC TC-1(CIR) Data Transfer Rate as per the table in 2.1(b) "AVC TC-1 Recurring Charges"; and

B a credit equivalent to the recurring Charge for 150Kbps TC-1 (CIR) Data Transfer Rate set out in section 2.1(b).

(b) AVC TC-1 Recurring Charges:

<u>AVC TC-1 symmetrical Mbps (CIR)*</u>	<u>AVC TC-1 Recurring Charge</u>	<u>Validity Period</u>
<u>0.15</u>	<u>\$10.00</u>	<u>29/08/2012 to 30/06/2017</u>
<u>0.3</u>	<u>\$20.00</u>	<u>29/08/2012 to 31/12/2013</u>
<u>0.5</u>	<u>\$33.00</u>	<u>29/08/2012 to 31/12/2013</u>
<u>1.0</u>	<u>\$66.00</u>	<u>29/08/2012 to 31/12/2013</u>
<u>2.0</u>	<u>\$132.00</u>	<u>29/08/2012 to 31/12/2013</u>
<u>5.0</u>	<u>\$330.00</u>	<u>29/08/2012 to 31/12/2013</u>

*To be read subject to section 1.2.

(i) Where Customer orders an AVC TC-4 (Including UNI-D), Customer may optionally order a TC-1 Data Transfer Rate that maps to that UNI-D. The TC-1 Data Transfer Rate will be included in the overall TC-4 Data Transfer Rate. By way of example only, if:

(A) Customer orders an AVC TC-4 Data Transfer Rate of 12 Mbps downstream and 1 Mbps upstream;

(B) Customer orders an AVC TC-1 Data Transfer Rate of 0.15 Mbps downstream and 0.15 Mbps upstream; and

(C) in its order, Customer specifies that the AVC TC-4 Data Transfer Rate and the AVC TC-1 Data Transfer Rate are to be mapped to the same UNI-D,

then NBN Co will supply:

(D) the 0.15Mbps downstream AVC TC-1 (CIR) Data Transfer Rate within the 12 Mbps AVC TC-4 (PIR) Data Transfer Rate; and

(E) the 0.15Mbps upstream AVC TC-1 (CIR) Data Transfer Rate within the 1 Mbps AVC TC-4 (PIR) Data Transfer Rate.

(ii) The AVC TC-1 Recurring Charges are Charges that are incurred by Customer in respect of each Billing Period (or part thereof) in which an AVC TC-1 is supplied by NBN Co to Customer (an **AVC TC-1 Recurring Charge**).

(iii) Where incurred by Customer in respect of a Billing Period, AVC TC-1 Recurring Charges will be presented in the invoice for that Billing Period (or part thereof) in the section which sets out the associated AVC TC-4 (including UNI-D) Recurring Charge.

2.2 CVC TC-1 Recurring Charges

CVC TC-1 symmetrical Mbps (CIR)*	CVC TC-1 Recurring Charge	Validity Period
5	\$100	1/10/2011 to 31/12/2013
<u>10</u>	<u>\$200</u>	<u>29/08/2012 to 31/12/2013</u>
<u>20</u>	<u>\$400</u>	<u>29/08/2012 to 31/12/2013</u>

**To be read subject to section 1.2.*

The CVC TC-1 Recurring Charges are Charges that are incurred by Customer in respect of each Billing Period (or part thereof) in which a CVC TC-1 is made available by NBN Co to Customer. (CVC TC-1 Recurring Charges).

2.3 CVC TC-4 Recurring Charges

CVC TC-4 symmetrical Mbps (CIR)*	CVC TC-4 Recurring Charge	Validity Period
100	\$2000	1/10/2011 to 30/7/2017
150	\$3000	1/10/2011 to 30/7/2017
200	\$4000	1/10/2011 to 30/7/2017
250	\$5000	1/10/2011 to 30/7/2017
300	\$6000	1/10/2011 to 30/7/2017
<u>400</u>	<u>\$8000</u>	<u>29/08/2012 to 30/6/2017</u>
<u>500</u>	<u>\$10000</u>	<u>29/08/2012 to 30/6/2017</u>

**To be read subject to section 1.2.*

The CVC TC-4 Recurring Charges are Charges that are incurred by Customer in respect of each Billing Period (or part thereof) in which a CVC TC-4 is made available by NBN Co to Customer- (CVC TC-4 Recurring Charges).

2.4 CVC credits

- (a) Subject to sections 2.4(b) and 2.4(c), in respect of every Primary UNI-D & Associated AVC within a CSA that is provided by NBN Co to Customer as at the start of each Billing Period, NBN Co will credit to Customer an amount per Billing Period in respect of each of those Primary UNI-D & Associated AVC within that CSA (in this section 2.4, the **credit amount**). The credit amount is equal to the charge that would otherwise apply to the supply of a 50kbps CVC based on the CVC pricing per Mbps specified in section 2.3 applicable during the Billing Period. (For example, if CVC pricing per Mbps at the relevant time is \$20.00, then the credit amount will be \$1.00.) In respect of every Primary UNI-D & Associated AVC within a CSA, NBN Co will ensure that the credit amount is deducted from the total amount payable by Customer to NBN Co in respect of all of the CVCs for that CSA which are provided by NBN Co to Customer as at the start of that Billing Period (and that the relevant invoice is adjusted accordingly).
- (b) In respect of the credit amount that applies to all of the CVCs for a CSA which are provided by NBN Co to Customer pursuant to section 2.4(a), the credit amount will be capped at, and will not exceed, the total recurring Charges that apply in respect of all of the CVCs for that CSA which are provided by NBN Co to Customer.
- (c) NBN Co may review the operation and/or continuation of this section 2.4 as it applies in respect of the period after 30 June 2013. If NBN Co wishes to vary or discontinue the operation of this section 2.4 as it applies in respect of the period after 30 June 2013, NBN Co will provide notice to Customer of that variation or discontinuation in accordance with the provisions of the Wholesale Broadband Agreement.
- (d) For the purposes of this section 2.4, **Primary UNI-D & Associated AVC** means the primary UNI-D and associated AVC that is made available by NBN Co to Customer in respect of an NTD. In respect of each NTD, there is, and can only be, one Primary UNI-D & Associated AVC per Customer, but there can be multiple Primary UNI-D & Associated AVC in respect of an NTD where multiple customers are accessing that NTD.

2.5 NNI Bearer Recurring Charges

NNI Bearer Profiles	Interface capacity (Gbps)*	Range (Km)	NNI Bearer Recurring Charge	Validity Period
1000BaseLX	1	10	\$200	1/10/2011 to 30/7/2017
10GBaseLR	10	10	\$400	1/10/2011 to 30/7/2017
1000BaseEX	1	40	\$500	26/06/2012 to 30/7/2017
10GBaseER	10	40	\$1,000	26/06/2012 to 30/7/2017

~~*To be read subject to section 1.2.~~

- (a) The NNI Bearer Recurring Charges are Charges that are incurred by Customer in respect of each Billing Period (or part thereof) in which an NNI is made available by NBN Co to Customer: (a NNI Bearer Recurring Charge).
- (b) The [Product Technical Specification for the NFAS](#) provides further information regarding NNI bearers.

2.6 Enhanced NFAS Fault Rectification Recurring Charge

Enhanced NFAS Fault Rectification Recurring Charges are set out below.

Service Level	Service Level Recurring Charge
<u>Enhanced - 12 (Urban, Rural and Remote)</u>	<u>\$15.00</u>

- (a) The Enhanced NFAS Fault Rectification Recurring Charges are Charges that are incurred by Customer in respect of each Billing Period (or part thereof) in which an Enhanced NFAS Fault Rectification Service Level is made available by NBN Co to Customer at each Premises (an Enhanced NFAS Fault Rectification Recurring Charge).
- (b) Where incurred by Customer in respect of a Billing Period, the Enhanced NFAS Fault Rectification Recurring Charges will be presented in the invoice for that Billing Period (or part thereof) in the section which sets out the associated AVC TC-4 (including UNI-D) Recurring Charges.

3 Ancillary Charges for the NBN Co Fibre Access Service

3.1 Installations and activations

Activity	Chargeable unit	Charge	Validity Period
Initial Standard Installation	Per installation	\$0	1/10/2011 to expiry of Term
Initial Non Standard Installation	Time and materials	Hourly Labour Rate plus cost of materials (subject to section 3.1(a) below)	1/10/2011 to 31/12/2012
Subsequent Installation	Time and materials	\$270 plus Hourly Labour Rate plus cost of materials (subject to section 3.1(b) below)	1/10/2011 to 31/12/2012
Access Component Reactivation	Per reactivation	\$0	1/10/2011 to expiry of Term
CVC Setup / Activation	Per activation	\$0	1/10/2011 to expiry of Term
NNI 1000BaseLX (1Gbps/10Km) Setup	Per activation	\$1,000	1/10/2011 to 31/12/2012
NNI 10GBaseLR (10Gbps/10Km) Setup	Per activation	\$5,000	1/10/2011 to 31/12/2012
NNI 1000BaseEX (1Gbps/40Km) Setup	Per activation	\$7,000	26/06/2012 to 31/12/2012
NNI 10GBaseER (10Gbps/40Km) Setup	Per activation	\$35,000	26/06/2012 to 31/12/2012
Service Qualification Enquiry	Per enquiry	\$0	1/10/2011 to expiry of Term

(a) For the purposes of the Charges for Initial Non Standard Installations:

- i the Charges will only be incurred if Customer or the relevant Downstream Customer (who is an End User) or Customer's authorised representative has consented to the details of a quote provided by NBN Co in respect of that Initial Non Standard Installation;
- ii the Charges will only be incurred by Customer in respect of the labour and materials that NBN Co considers is additional to the labour and materials that would have been required if the Installation were considered to be an Initial Standard Installation; and

- iii the Charges incurred by Customer will be rounded up to the nearest full hour of labour required to perform the Installation.
- (b) For the purposes of the Charges for Subsequent Installations:
 - i the Charges will only be incurred if Customer has consented to the details of a quote provided by NBN Co in respect of that Subsequent Installation;
 - ii the Charges will only be incurred by Customer in respect of the labour and materials that NBN Co considers is additional to the labour and materials that would have been required if the Installation were considered to be an Initial Standard Installation;
 - iii the Charges incurred by Customer will be rounded up to the nearest full hour of labour required to perform the Installation; and
 - iv the minimum amount of the Charge incurred by Customer is \$270.

- (c) For the purposes of the table set out above:

Access Component Reactivation means the activation of the Access Components of the NFAS to be made available by NBN Co to Customer in respect of an NTD at a Premises where:

- i NBN Co has previously made available Access Components in respect of that NTD at that Premises; and
- ii NBN Co (or an Installer) is not required to attend that Premises to activate those Access Components.

Connecting Equipment has the meaning given to that term in section 4 of Annexure 1 to this Price List.

CVC Setup / Activation means the setup and activation of a CVC to be made available by NBN Co to Customer.

Hourly Labour Rate means \$75 per hour.

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

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

Installation means:

- i the installation and make ready for service of Connecting Equipment by NBN Co (or an Installer) at a Premises; or

- ii the installation, make ready for service and activation of the Connecting Equipment by NBN Co (or an Installer) at a Premises.

Installer has the meaning given to that term in section 4 of Annexure 1 to this Price List.

NNI 10GBaseLR ~~(10Gbps/10Km)~~ Setup means the setup and activation of a NNI 10GBaseLR ~~(10Gbps/10Km)~~ to be made available by NBN Co to Customer.

NNI 1000BaseLX ~~(1Gbps/10Km)~~ Setup means the setup and activation of a NNI 1000BaseLX ~~(1Gbps/10Km)~~ to be made available by NBN Co to Customer.

NNI 1000BaseEX ~~(1Gbps/40Km)~~ Setup means the setup and activation of a NNI 1000BaseEX ~~(1Gbps/40Km)~~ to be made available by NBN Co to Customer.

NNI 10GBaseER ~~(10Gbps/40Km)~~ Setup means the setup and activation of a NNI 10GBaseER ~~(10Gbps/40Km)~~ to be made available by NBN Co to Customer.

Non Standard Installation means an Installation where:

- i the conditions set out in section 1 of Annexure 1 to this Price List are not satisfied; or
- ii the installation is otherwise considered to be a “non standard installation” in accordance with section 2 of Annexure 1 to this Price List.

Service Qualification Enquiry has the meaning given to that term in the [Service Description for the NBN Co Platform Interfacing Service](#).

Standard Installation means an Installation where:

- i the conditions set out in section 1 of Annexure 1 to this Price List are satisfied;
- ii the installation is not in respect of a second or subsequent NTD; and
- iii the installation is not otherwise considered to be a “non standard installation” in accordance with section 2 of Annexure 1 to this Price List.

Subsequent Installation means any:

- i Standard Installation performed by NBN Co (or an Installer) in respect of a Premises that is not an Initial Standard Installation; or

- ii Non Standard Installation performed by NBN Co (or an Installer) in respect of a Premises that is not an Initial Non Standard Installation.

3.2 Service modification

Activity	Chargeable unit	Charge	Validity Period
AVC Modification	Per modification	\$0	1/10/2011 to expiry of Term
CVC Modification	Per event	\$0	1/10/2011 to expiry of Term
NNI Modification	Per event	\$0	1/10/2011 to expiry of Term
Rearrangement / Modification	Time and materials	Hourly Labour Rate plus cost of materials	1/10/2011 to 31/12/2012
Equipment Removal	Time and materials	Hourly Labour Rate plus cost of materials	1/10/2011 to 31/12/2012
Equipment Repair	Time and materials	Hourly Labour Rate plus cost of materials	1/10/2011 to 31/12/2012

- (a) For the purposes of the table set out above:

AVC Modification means the modification of the bandwidth ~~or~~₂ traffic class or Fault Rectification Service Level of an AVC made available by NBN Co to Customer in respect of a Premises where Customer has validly requested that modification be performed in accordance with the [NBN Co Operations Manual](#).

CVC Modification means the modification of the bandwidth or traffic class of a CVC made available by NBN Co to Customer in respect of a CSA where Customer has validly requested that modification be performed in accordance with the [NBN Co Operations Manual](#).

Hourly Labour Rate means \$75 per hour.

NNI Modification means the modification of the configuration of an NNI which NBN Co supplies to Customer in respect of a POI where Customer has validly requested that modification be performed in accordance with the [NBN Co Operations Manual](#). For clarity, if a modification includes a change to an NNI Bearer Profile, separate activation Charges will apply under section 3.1.

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

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

Equipment Repair means the repair of any NBN Co Equipment that is installed or located at a Premises where Customer has validly requested that NBN Co repair that NBN Co Equipment, except for repairs of any NBN Co Equipment where NBN Co reasonably considers that an act or omission of Customer (or any Downstream Customer or End User) has caused the loss, theft or damage to that NBN Co Equipment which has given rise to the need to perform those repairs (in which case, clause C7.3 of the Wholesale Broadband Agreement will apply).

- (b) For the purposes of the Charges for:
- i Rearrangement / Modification;
 - ii Equipment Removal; and
 - iii Equipment Repair,

the Charges incurred by Customer will be rounded up to the nearest full hour of labour required to perform the Rearrangement / Modification, Equipment Removal or Equipment Repair (as the case may be).

3.3 Service management

Activity	Chargeable unit	Charge	Validity Period
On Site Maintenance Call Out	Per event	\$0	1/10/2011 to expiry of Term
No Fault Found (No Truck Roll Required)	Per event	\$50	1/10/2011 to 31/12/2012
No Fault Found (Truck Roll Required)	Per event	\$150 for the first two hours plus the Hourly Labour Rate for each hour thereafter (subject to section 3.3(a) below)	1/10/2011 to 31/12/2012
Late Cancellation (Site Visit Required)	Per event	\$0	1/10/2011 to expiry of Term
Missed Appointment	Per event	\$0	1/10/2011 to expiry of Term
Restoration	Per Ordered Product	\$50	1/10/2011 to 31/12/2012

- (a) For the purposes of the Charges for No Fault Found (Truck Roll Required):

- i the Charges incurred by Customer will be rounded up to the nearest full hour of labour required to investigate a fault that is reported by Customer to NBN Co which NBN Co determines, acting reasonably, is not an NBN Fault; and
 - ii the minimum amount of the Charge incurred by Customer is \$150.
- (b) For the purposes of the table set out above:

Hourly Labour Rate means \$75 per hour.

On Site Maintenance Call Out means the performance of works by NBN Co Personnel to rectify an NBN Fault that requires NBN Co Personnel to attend the location of the cause of that NBN Fault for the purposes of rectifying that NBN Fault.

No Fault Found (No Truck Roll Required) means the investigation of a fault that is reported by Customer to NBN Co which NBN Co determines, acting reasonably, is not an NBN Fault where NBN Co Personnel have not attended the suspected location of the suspected cause of that alleged NBN Fault for the purposes of investigating and/or rectifying that alleged NBN Fault.

No Fault Found (Truck Roll Required) means the investigation of a fault that is reported by Customer to NBN Co which NBN Co determines, acting reasonably, is not an NBN Fault where NBN Co Personnel have attended the suspected location of the suspected cause of that alleged NBN Fault for the purposes of investigating and/or rectifying that alleged NBN Fault.

Late Cancellation (Site Visit Required) means the cancellation of a request by Customer for the performance of an activity that requires NBN Co to attend the Premises where that cancellation occurs after NBN Co has dispatched NBN Co Personnel for the purposes of fulfilling that request.

Missed Appointment means when a technician has visited a premises and the End User was not present for the work to occur such as installation, on site survey or maintenance call out.

Restoration means the restoration of the supply of an Ordered Product after the cessation of an Ordering Freeze, Service Reduction or Suspension in respect of or in connection with that Ordered Product, except where the event or reason giving rise to that Suspension was not contributed to by any act or omission of Customer.

- (c) NBN Co will not charge Customer the “Late Cancellation (Site Visit Required)” Charge on or before 30 November 2012 in respect of any Type 1 Connection appointments and Type 2 Connection appointments that are made and cancelled by Customer in respect of a calendar month, provided that Customer has cancelled less than 10% of all Type 1 Connection

appointments and Type 2 Connection appointments made by Customer in respect of that calendar month. If, however, Customer cancels 10% or more of all Type 1 Connection appointments and Type 2 Connection appointments made by Customer in respect of that calendar month, NBN Co reserves the right to charge Customer the "Late Cancellation (Site Visit Required)" Charge (at the rate that applies at the start of that calendar month) in respect of any Type 1 Connection appointments and Type 2 Connection appointments made and cancelled by Customer which are equal to or exceed the 10% threshold.

- (d) NBN Co will not charge Customer the "No Fault Found (Truck Roll Required)" Charge on or before 30 November 2012 in respect of any NFAS-related faults that are reported by Customer to NBN Co in a calendar month and are determined by NBN Co (acting reasonably) not to be NBN Faults, provided that less than 10% of all NFAS-related faults reported by Customer to NBN Co in that calendar month are determined by NBN Co (acting reasonably) not to be NBN Faults. If, however, 10 % or more of all NFAS-related faults that are reported by Customer to NBN Co in a calendar month are determined by NBN Co (acting reasonably) not to be NBN Faults, then NBN Co reserves the right to charge Customer the "No Fault Found (Truck Roll Required)" Charge in respect of any NFAS-related faults that are reported by Customer to NBN Co in that calendar month that are determined by NBN Co not to be NBN Faults which are equal to or exceed the 10% threshold.

A — Enhanced NFAS Fault Rectification Service Level Charge

3.4 First Battery Credit Amount

The First Battery Credit Amount is \$30.

3.5 NNI Migration Rebate

- (a) Subject to section 3.5(b), NBN Co will provide to Customer a rebate of the Charges incurred by Customer for NNI 1000BaseLX Setup and NNI 10GBaseLR Setup (as the case may be) specified in section 3.1(a) in respect of each NNI at a Point of Interconnect operating in single chassis mode which Customer migrates to a NNI operating chassis-diverse mode (NNI Migration Rebate).
- (b) Customer will only be eligible to claim, and NBN Co will only be obliged to provide, the NNI Migration Rebate:
- i to cover the Charges incurred by Customer for the NNI 1000BaseLX Setup and NNI 10GBaseLR Setup (as the case may be) in respect of NNIs operating in single chassis mode that NBN Co activated for the Customer in the period between 1 October 2011 and 26 June 2012;

- ii if the Customer lodges a claim for the NNI Migration Rebate:
- A in the period between 26 June 2012 and 26 December 2012;
and
- B in accordance with the NBN Co Operations Manual; and
- iii in respect of:
- A Charges for the NNI 1000BaseLX Setup and NNI 10GBaseLR Setup (as the case may be) for NNIs operating in single chassis mode that NBN Co activated for the Customer in the period between 1 October 2011 and 26 June 2012; and
- B NNIs operating in single chassis mode which the Customer migrates to chassis-diverse operating mode.

(c) For the purposes of this section 3.5:

NNI 10GBaseLR Setup means the setup and activation of a NNI 10GBaseLR provided by NBN Co to Customer.

NNI 1000BaseLX Setup means the setup and activation of a NNI 1000BaseLX provided by NBN Co to Customer.

4 Non-recurring set-up Charges for the Facilities Access Service

Activity	Charge	Validity Period
Set-up Cross Connect	\$0	1/2/2012 to expiry of Term
Set-up NBN Co Co-location (Lockable Full Height Equipment Rack)	\$1,500 per lockable full height equipment rack	1/2/2012 to 31/12/2013
Set-up NBN Co Co-location (Lockable Half Height Equipment Rack)	\$900 per lockable half height equipment rack	1/2/2012 to 31/12/2013
Set-up NBN Co ODF Termination Point	\$0	1/2/2012 to expiry of Term
First Access Card	\$0	1/2/2012 to expiry of Term

(a) For the purposes of the table set out above:

Set-up Cross Connect means the performance of works by NBN Co Personnel to complete the installation of a Cross Connect.

Set-up NBN Co Co-location (Full Equipment Rack) means the performance of works by NBN Co Personnel to allocate and set-up one full equipment rack for the purposes of supplying NBN Co Co-location to Customer.

Set-up NBN Co Co-location (Half Equipment Rack) means the performance of works by NBN Co Personnel to allocate and set-up one half equipment rack for the purposes of supplying NBN Co Co-location to Customer.

Set-up NBN Co ODF Termination Point means the performance of works by NBN Co Personnel to complete the installation of NBN Co ODF Termination Point.

First Access Card means the first access card that NBN Co provides to Customer in respect of an Aggregation Node Site.

5 Recurring supply Charges for the Facilities Access Service

Activity	Charge	Validity Period
Supply of Cross Connect	\$0 per month (or part thereof)	1/2/2012 to expiry of Term
Supply of NBN Co Co-location (Lockable Full Height Equipment Rack)	\$2,000 per lockable full height equipment rack per month (or part thereof)	1/2/2012 to 31/12/2013
Supply of NBN Co Co-location (Lockable Half Height Equipment Rack)	\$1,200 per lockable half height equipment rack per month (or part thereof)	1/2/2012 to 31/12/2013
Supply of NBN Co ODF Termination Point	\$0 per month (or part thereof)	1/2/2012 to expiry of Term

6 Ancillary Charges for the Facilities Access Service

Activity	Charge	Validity Period
Additional / Replacement Access Card (excluding the First Access Card)	\$100 per access card	1/2/2012 to 31/12/2013
Missed Appointment (During Business Hours)	\$300 per missed appointment	1/2/2012 to 31/12/2013
Missed Appointment (Outside Business Hours)	\$450 per missed appointment	1/2/2012 to 31/12/2013

- (a) For the purposes of the table set out above:

Additional / Replacement Access Card means where NBN Co provides an additional or replacement access card to Customer in respect of an Aggregation Node Site.

Missed Appointment (During Business Hours) means where NBN Co and Customer have agreed to meet onsite at the building in which an Aggregation Node Site is located between 9:00 am and 5:00 pm, Monday to Friday, excluding public holidays in the state or territory in which the Aggregation Node Site is located, but Customer is more than 1 hour late to that appointment.

Missed Appointment (Outside Business Hours) means where NBN Co and Customer have agreed to meet onsite at the building in which an Aggregation Node Site is located at any time other than between 9:00 am and 5:00 pm, Monday to Friday, excluding public holidays in the state or territory in which the Aggregation Node Site is located, but Customer is more than 1 hour late to that appointment.



Annexure 1 Standard Installation

1 Standard Installation

An installation will be considered to be a **Standard Installation** in respect of a Premises where each of the following conditions is satisfied:

- (a) all Connecting Equipment in respect of that Premises is able to be installed during an Appointment in Standard Hours and activated during Standard Hours;
- (b) the installation requires no more than one Drop Fibre, NTD, Connecting Fibre and PCD to be installed for the Premises;
- (c) NBN Co (or the Installer):
 - i has been provided with necessary rights of access to the Premises, as required under the Wholesale Broadband Agreement;
 - ii is given access to the Common Property, if required by NBN Co; and
 - iii is given access to the Premises, if required,at the time during the Appointment to perform and complete the installation of the Connecting Equipment at that Premises (including any necessary inspection or related works);
- (d) in respect of the Connecting Equipment:
 - i a PCD:
 - A is not required;
 - B is already installed and able to service the Premises; or
 - C is able to be installed on the exterior of the Building at which the Premises is located;
 - ii the Drop Fibre:
 - A is not required;
 - B is already installed and able to service the Premises; or
 - C is:
 - (I) only required from the NAP to the PCD which serves the Premises;
 - (II) able to be installed at the Premises;

- a. through an existing lead-in conduit;
 - b. through a new lead-in conduit; or
 - c. aerially; and
- (III) no more than 60 metres in length, measured by reference to the cable run distance between:
 - a. the property boundary point that is nearest to the location of both the PCD and NAP; and
 - b. the location of that PCD,
 or such longer length as may be reasonably determined by NBN Co in the circumstances;
- iii the NTD and any associated battery back-up unit are able to be attached on the interior side of a wall of the Premises, at a location agreed between the end user and NBN Co (or the Installer), and:
 - A that location has a 240 volt power source available for the supply of electricity to the NTD; and
 - B that power source is located within approximately 3 metres of the location of the NTD; and
- iv the Connecting Fibre is no more than 40 metres in length, measured by reference to the cable run distance between the PCD and the location of the NTD, or such longer length as may be reasonably determined by NBN Co in the circumstances.

2 Non Standard Installation

Notwithstanding anything in section 1 of this Annexure 1, an installation will be considered to be a **Non Standard Installation** in respect of a Premises if NBN Co (or the Installer) determines, acting reasonably, that the installation of Connecting Equipment at the Premises does not properly constitute a “standard installation”, having regard to the following:

- (a) generally accepted industry practices and any applicable industry guidelines, policies, laws, regulations or directions;
- (b) the level of complexity and difficulty associated with the installation;
- (c) the uniqueness of the circumstances associated with the installation; and
- (d) the presence of obstacles, dangers or other safety concerns during the time of installation.

3 Acknowledgements

3.1 Safety standards and procedures

The parties acknowledge that NBN Co will conduct all installations in accordance with safety standards or procedures that apply from time to time.

3.2 Requirement for Connecting Equipment

NBN Co will determine when a separate Drop Fibre or PCD is not required or is already installed and able to service the Premises.

4 Definitions

For the purposes of this Annexure 1:

Appointment means the appointment period requested by Customer, and agreed to by NBN Co, in which NBN Co (or the Installer) will perform the installation and activation of Connecting Equipment at a Premises in connection with the supply of a Product, including:

- (a) any initial appointment for the installation of the Connecting Equipment at the Premises; and
- (b) any subsequent appointment required to perform or complete the installation of the Connecting Equipment at the Premises.

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

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

Connecting Equipment means any or all (as the context requires) of:

- (a) a Drop Fibre;
- (b) a PCD;
- (c) a Connecting Fibre;
- (d) an NTD (and any installation and provision of an associated battery back-up unit and First Battery); and

- (e) any ancillary equipment, facilities, lines or network owned or controlled by, or operated by or on behalf of NBN Co between, and including, the NAP and the NTD.

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

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

Line means:

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

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

NAP, in respect of a Premises, means the network access point for the Premises for the purposes of the NBN Co Fibre Network.

PCD means the Premises connection device which is owned or controlled by, or operated by or on behalf of, NBN Co for the purposes of the NBN Co Fibre Network.

Standard Hours means a period between 9:00 am and 5:00 pm, Monday to Friday, excluding public holidays in the state or territory in which the Premises is located.

Broadbanding
Australia

Product Technical Specification

NBN Co Fibre Access Service



[Note: See separate document.]

Broadbanding
Australia

Product Technical Specification

Facilities Access Service



[Note: See separate document.]

Broadbanding
Australia

NBN Co Operations Manual



[Note: See separate document.]