



nbn-Confidential: Commercial

12 May 2021

Hello,

Offer for placement of temporary early orders to facilitate beam expansion activities

I refer to the **nbn**[™] Business Satellite Services Interim Launch Agreement (**BSS-ILA**) between nbn co limited (**nbn**) and [insert Customer name] ABN [insert Customer ABN/ACN] (**Customer**), including the Interim Terms (**BSS-ILA Interim Terms**), the Service Levels Schedule (**BSS-ILA Service Levels Schedule**) and the Price List (**BSS-ILA Price List**), that form part of the BSS-ILA. Unless otherwise specified, capitalised terms used in this letter agreement have the meanings given to them in the BSS-ILA.

nbn recently communicated plans to approach 100 per cent satellite beam coverage of mainland Australia, Tasmania, and major outer islands to enable RSPs to leverage this coverage to sell solutions powered by **nbn**[™] BSS to business, enterprise and government end customers. This letter agreement is to provide a process whereby **nbn** will accept early orders, for a period of approximately two months, prior to beam activation, to facilitate the activities in connection with the beam expansion and improve end customer experience.

Subject to the terms and conditions in this letter, **nbn** makes the following offer to Customer:

1. Subject to paragraph 3, from 1 June 2021, Customer may place, and **nbn** may accept, orders for Products in respect of Premises that are not Serviceable if:
 - a. each such Premises is located in a Beam Expansion Area; and
 - b. each such order is placed before the Offer Expiry Date,
(each such order, a **Temporary Early Order**).
2. For the purposes of this letter agreement:
 - a. a **Beam Expansion Area** is a geographical area that is (as at the date of this letter agreement) not served by a Beam, but:
 - i. is capable of being served by a Beam; and
 - ii. where **nbn** intends to render Premises within such areas Serviceable for **nbn**[™] BSS on and from the Beam Expansion Date; and
 - b. the **Beam Expansion Date** means, in respect of a Beam that will serve Premises located in a Beam Expansion Area, the date on which these Premises become Serviceable for **nbn**[™] BSS (as notified by **nbn**).
3. Despite anything in the BSS-ILA, a Temporary Early Order:



- a. will not be subject to any Service Levels, Performance Objectives or Operational Targets under the BSS-ILA Service Levels Schedule, and measurement of **nbn**'s performance will be suspended, from the time at which that Temporary Early Order is placed until the relevant Beam Expansion Date; and
 - b. on and from the relevant Beam Expansion Date, will progress in accordance with standard terms and conditions of the BSS-ILA (and any applicable standard processes determined by **nbn** from time to time), and the relevant Service Levels, Performance Objectives and Operational Targets will apply.
4. The right to submit a Temporary Early Order is subject to the following conditions:
 - a. Customer accepting this offer by the Offer Expiry Date in accordance with paragraph 6;
 - b. the order being capable of completion on or after the relevant Beam Expansion Date; and
 - c. Customer not being subject to any Default Notice at the time of submitting the order.
 5. For the avoidance of doubt, a Temporary Early Order will not be subject to any Charges under the BSS-ILA Price List from the time that the Temporary Early Order is accepted by **nbn**, until the relevant Beam Expansion Date.

General

6. This offer will expire on 29 July 2021 or a later date notified by **nbn** (**Offer Expiry Date**).
7. All Temporary Early Orders placed during the term of this offer (including if the order has not yet been completed by **nbn**) will continue to be processed after the expiry of the offer in accordance with this offer and the BSS-ILA, until completed, rejected or cancelled.
8. All other terms and conditions, and processes, under the BSS-ILA (including any standard processes determined by **nbn** from time to time in accordance with clause A3 of the BSS-ILA Interim Terms) apply to this offer and all Temporary Early Orders.
9. **nbn** may amend or terminate this letter agreement on 10 days' written notice to Customer.
10. If **nbn** amends this letter agreement under paragraph 9, Customer may elect to terminate this letter agreement by giving written notice to **nbn** no later than 10 days prior to effective date of the amendment.
11. By executing this letter agreement, Customer agrees to its terms and conditions and this letter is a variation to, and forms part of, the BSS-ILA. Except as otherwise specified, this letter agreement does not vary the BSS-ILA.
12. Nothing in this letter agreement affects the accrued rights and liabilities of either party under the BSS-ILA between **nbn** and Customer.
13. All rights or obligations which expressly or impliedly, by their nature, survive expiry or termination of this letter agreement, will survive expiry or termination of this letter agreement.
14. Clauses H4.5 (Counterparts), H4.10 (Governing law and jurisdiction), H4.13 (Severability) and H4.15 (Waiver) of the WBA SFAA Head Terms, as those clauses are incorporated into the BSS-ILA, are incorporated into this



letter agreement as though set out in full, with references to “Agreement” being read as references to this letter agreement.

15. If you would like to execute this letter agreement, please request an executable version via email to contractmanager@nbnco.com.au by **5pm** on **24 May 2021**. Alternatively, if you would like to execute this notice using DocuSign, please request this via email to contractmanager@nbnco.com.au.

If you have any questions about this letter, please contact your **nbn** Account Manager.

Yours sincerely

Katie Bone

Acting General Manager, Wholesale Supply



Executed as an agreement

Executed by _____ (Customer),
[insert Customer name and ABN/ACN as per nbn™ Business Satellite Services Interim Launch Agreement]

by its authorised representative:

Signature of authorised representative

Name of authorised representative (print)

Position of authorised representative

Date of signature

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

Signature of authorised representative

Signature of authorised representative

Name of authorised representative (print)

Name of authorised representative (print)

Position of authorised representative

Position of authorised representative

Date of signature

Date of signature