

# Satellite Community Wi-Fi Module Terms

**nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi Module

**nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Interim Agreement



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Version	Description	Effective Date
1.0	First issued version of the <b>nbn</b> <sup>™</sup> Sky Muster <sup>™</sup> Plus Community Wi-Fi Module	The date on which the Variation Agreement is executed
1.1	Addition of Designated Location (Mesh)	15 December 2021
<a href="#">1.x</a>	<a href="#">Amendments to shorten Peak Period and changes to Off-peak Period Metered Data and Shaped Period</a>	<a href="#">1 July 2022</a>

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## Environment

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

## Introduction

These Satellite Community Wi-Fi Module Terms include:

- provisions which describe the **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi Product and constitute a [Product Description](#);
- provisions which are specific to **nbn**'s supply of the **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi Product, but which are otherwise similar in nature to the [Interim Terms](#);
- Special Terms, which take priority over other provisions in this Agreement (including the Interim Terms);
- explanatory notes as a guide to provisions which have corresponding provisions in the [Interim Terms](#);
- provisions which describe the Service Levels, Performance Objectives and Operational Targets that apply to the **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi Product, and constitute a [Service Levels Schedule](#);
- provisions which describe Customer obligations in relation to Unfair Use and the meaning of Unfair Use as it relates to the **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi Product, and constitute a [Fair Use Policy](#); and
- provisions which set out the Charges in relation to the supply of the **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi Product, and constitute a [Price List](#).

As an aid to the reader, this document includes the following icon, which is used to identify provisions which are Special Terms.



This icon is used to identify provisions which are Special Terms.

This document forms part of the **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Interim Agreement.

## Background

**nbn** has identified a strong need to have a satellite-based Community Wi-Fi capability to be rolled out in partnership with retail service providers at Designated Locations, to serve the purposes of disaster resiliency in disaster impacted areas, provide access options for remote First Peoples communities, or for **nbn** to perform demonstration activities.

Many locations across Australia are particularly susceptible to natural disasters including bushfires and flooding, as well as public health crises.

Severe bushfires across many parts of Australia have caused unprecedented impacts, for example by burning out huge tracts of land, forcing many individuals from their homes and damaging and/or rendering inoperable key infrastructure, including fixed line, fixed wireless and mobile communications equipment.

Public health crises, such as the COVID-19 pandemic, also place strain on local communities who need to communicate effectively during such crises, including to receive vital public health and community information.

Such emergencies place a huge strain on emergency services and also affect suppliers such as **nbn** and its customers.

Additionally, as part of **nbn**'s First People's strategy, **nbn** has a key focus on enabling progress towards Target 17 for Closing the Gap – parity of digital inclusion for Aboriginal and Torres Strait Islander people by 2026.

Feedback from remote First People's communities and learnings from **nbn**'s Communities in Isolation initiative indicate that members of these communities are struggling with affordability, have limited options for connectivity, and/or prefer a solution that can be used and shared across the community.

## Roadmap

A roadmap describing the structure of this document follows for the assistance of Customer.

### Parts A and B: The **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi Product Description

Part A describes the **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi Product. It also describes the core Product Components and the optional Product Features.

Part A: The <b>nbn</b> <sup>™</sup> Sky Muster <sup>™</sup> Plus Community Wi-Fi Product		Page
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Part B describes the general conditions which apply to the supply of **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi to Customer.

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### Part C: Service Levels Schedule

Part C describes **nbn**'s Service Levels, Performance Objectives and Operational Targets in respect of the **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi Product.

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### Part D: Fair Use Policy

This part includes provisions about fair use of the **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi Product.

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### Part E: Price List

This part sets out the Charges which apply in relation to the supply of the **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi Product.

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### Part F: Product Terms

This part includes provisions which are specific to **nbn**'s supply of the **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi Product.

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### Part G: Additional definitions

This part includes additional definitions used in these Satellite Community Wi-Fi Module Terms. Other documents which comprise this Agreement also contain additional definitions.

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# Part A: The nbn™ Sky Muster™ Plus Community Wi-Fi Product

## 1. nbn™ Sky Muster™ Plus Community Wi-Fi

nbn™ Sky Muster™ Plus Community Wi-Fi:

- is a Layer 3 and above service; that carries traffic between one or more Wireless Access Point(s) (WAP) connected to one or more UNI(s) used to serve a Designated Location and the nbn™ Upstream Network Boundary;
- is supplied by means of the SMP Network;
- enables Customer to supply a Carriage Service or Content Service to a Designated Location; and
- comprises the nbn™ Sky Muster™ Plus Community Wi-Fi service, one or more UNI(s) and one or more WAP(s) (as the required Product Components), along with a number of Product Sub-features (which will be determined by nbn).

**Note:** nbn supplies the nbn™ Sky Muster™ Plus Community Wi-Fi service on the condition that Customer also acquires a UNI and WAP(s) in conjunction with that nbn™ Sky Muster™ Plus Community Wi-Fi service.

At a Designated Location, the nbn™ Sky Muster™ Plus Satellite Community Wi-Fi Product will have one of four possible applications:

- fixed installations, as described further in section 1.1 (each location in which such an installation is located, a **Designated Location (Fixed)**);
- a transportable application, as described further in section 1.2 (each location in which this transportable application is being used to supply nbn™ Sky Muster™ Plus Community Wi-Fi, a **Designated Location (Transportable)**); ~~and~~
- a vehicle-mounted application, as described further in section 1.3 (each location in which this vehicle-mounted application is being used to supply nbn™ Sky Muster™ Plus Community Wi-Fi, a **Designated Location (Vehicle-Mounted)**); ~~and~~
- a fixed mesh installation, as described further in section 1.4 (each location in which this fixed mesh installation is being used to supply nbn™ Sky Muster Plus Community Wi-Fi, a **Designated Location (Mesh)**).

with each Designated Location constituting a Premises for the purposes of the offer and supply of nbn™ Sky Muster™ Plus Community Wi-Fi.

### 1.1 Designated Location (Fixed)

Each Designated Location (Fixed) will receive a standard nbn™ Sky Muster™ Plus hardware installation augmented with Wi-Fi access point and power resiliency capabilities where appropriate (which may include battery back-up or, in some limited circumstances, solar capabilities). Wi-Fi Router infrastructure supplied with the nbn™ Sky Muster™ Plus Community Wi-Fi Product is powered via Power over Ethernet (PoE) Access Points and installed to appropriate coverage locations using ethernet.

Subject to nbn's discretion, specific Designated Locations (Fixed) with power resiliency may also have an nbn installed communications cabinet to house associated infrastructure and make available multiple PoE access points.

A log on process will be provided to End Users in respect of the **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi Ordered Product supplied to a Designated Location (Fixed) by making Customer terms and conditions available to End Users for acceptance.

## 1.2 Designated Location (Transportable)

A solution will be available which includes the **nbn**<sup>™</sup> Equipment used to supply **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi in transportable enclosures. When ordered, the transportable enclosures with all necessary **nbn** supplied hardware will be issued to the site and activated. This will provide a short term, relocatable **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi.

This equipment will be maintained and operated by trained **nbn** staff and, if required, in coordination with local emergency response authorities.

Other than in respect of Designated Locations (Transportable) that are for use by emergency services organisations (such Designated Locations, **Designated Locations (ESO)**), a log on process will be provided to End Users in respect of the **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi Ordered Product supplied to a Designated Location (Transportable) by making Customer terms and conditions available to End Users for acceptance.

## 1.3 Designated Location (Vehicle-Mounted)

A limited number of specialised vehicles will be equipped with the **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi which may be deployed at **nbn**'s discretion for use in defined short term situations (such as emergency response situations and demonstration activities) to areas that are able to be safely accessed by road in a timely fashion.

These vehicles and associated equipment will be maintained and operated by trained **nbn** staff and, if required, in coordination with local emergency response authorities.

End Users will experience the same log on process and Customer terms and conditions acceptance as all other solutions.

## 1.4 Designated Location (Mesh)

Each Designated Location (Mesh) will receive standard **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus hardware installation augmented with Wi-Fi access points and power resiliency capabilities where appropriate (which may include battery back-up or, in some limited circumstances, solar capabilities). Wi-Fi Router infrastructure supplied with the **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi Product, which may be powered via Power over Ethernet (PoE) Access Points, and is externally installed to appropriate coverage locations using ethernet.

Subject to **nbn**'s discretion, specific Designated Locations (Mesh) with power resiliency may also have an **nbn** installed communications cabinet to house associated infrastructure and make available multiple PoE access points.

A log on process will be provided to End Users in respect of the **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi Ordered Product supplied to a Designated Location (Mesh) by making Customer terms and conditions available to End Users for acceptance.

*Section 2 describes the Product Components that Customer must order for each Premises where **nbn** supplies **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi to Customer.*

## 2. Required Product Components

### 2.1 **nbn**<sup>™</sup> Sky Muster Plus Community Wi-Fi service

- (a) An **nbn**<sup>™</sup> Sky Muster Plus Community Wi-Fi service is an Ethernet-based Layer 3 and above virtual connection on the SMP Network, that carries End User traffic to and from one or more

**Part A:** The **nbn**™ Sky Muster™ Plus Community Wi-Fi Product

UNI(s) connected to one or more Wireless Access Point(s) (WAP) used to serve a Designated Location.

- (b) **nbn** will map the **nbn**™ Sky Muster™ Plus Community Wi-Fi service to one or more WAP(s) used to serve the relevant Designated Location and will not map more than one Ordered Product to the same WAP.
- (c) The **nbn**™ Sky Muster™ Plus Community Wi-Fi service is described by reference to the Product Sub-features described in section 3. In respect of each eligible Designated Location to which **nbn**™ Sky Muster™ Plus Community Wi-Fi will be supplied, the **nbn**™ Sky Muster™ Plus Community Wi-Fi service will comprise of the following Product Sub-features:

Sub-feature	Configuration	
Session Access Rate <sup>1</sup> (Active Mode)	Downstream Mbps potential maximum Information Rate	Upstream Mbps potential maximum Information Rate
	2 (unless Session Shaping is applied) <sup>2</sup>	2 (unless Session Shaping is applied) <sup>2</sup>
Session Access Rate <sup>1</sup> (Ready Mode)	Provided on a "best efforts" basis (unless Session Shaping is applied) <sup>2</sup>	
Peak Period Metered Data Allowance (per calendar month)	150 GB <sup>3,4</sup> (unless otherwise notified by <b>nbn</b> )	
Off-peak Period Metered Data Allowance (per calendar month)	<del>N/A 150 GB<sup>3,4</sup> (unless otherwise notified by <b>nbn</b>)</del>	
<b>nbn</b> ™ Upstream Network Boundary	Internet Point of Presence	
<b>nbn</b> ™ Downstream Network Boundary	The air interface located at the outside surface of a WAP used to serve the relevant Designated Location	
Metered Data	<u>Peak Period</u>	<u>Off-peak Period</u>
	<u>Traffic Profile 1</u>	<u>N/A</u>
	<del>Traffic Profile 1</del>	
Time of Day Data (Unmetered Data)	Traffic Profile	Shaped Periods
	Traffic Profile 2	<del>4 pm to 11 pm</del> <u>12:00 am to 11:59 pm</u> daily
<u>Other Unmetered Data which may be subject to the Time of Day Limit Rate</u>	<u>Traffic Profile</u>	<u>Shaped Periods</u>
	<u>Traffic Profile 1</u>	<u>Off-peak Period</u>

**Notes:**

1. To be read in conjunction with sections 3.2 and 3.3. The Session Access Rates are not PIR commitments, and must be read subject to sections 3.2(a) and 8.1(b).
2. In some circumstances, the Session Access Rate may be further limited. See further section 3.2(c) and 3.2(g).
3. The Peak Period Metered Data Allowance and any Off-peak Period Metered Data Allowance include both upload and download usage, as described further in section 3.2(c). Any allowances stated here apply in respect of the aggregate usage by all Contracted End Users at that Designated Location.
4. The Peak Period Metered Data Allowance and any Off-peak Period Metered Data Allowance stated here apply in respect of each UNI-D.



## 2.2 User Network Interface (UNI)

- (a) The **User Network Interface** or **UNI** is a physical port to which one or more WAP(s) are connected, and through which **nbn** supplies **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi in respect of a Designated Location.
- (b) **nbn** will make one type of UNI available in respect of a Designated Location, the UNI-D:

Type of UNI	Port	Location of UNI port	Number of available physical ports on NTD (if any)
UNI-D	Ethernet	NTD	1

**Note:** While there may be more physical ports on the NTD, only one (1) UNI port on the NTD is used in connection with the supply of **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi.

- (c) Access to and use of a UNI used to serve a Designated Location is subject to any availability rules determined by **nbn** from time to time.
- (d) The UNI-D has an electrical interface and will not be made available with an optical interface.
- (e) Except for each Designated Location (Mesh), Customer will be supplied with a UNI-D in conjunction with each **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi service supplied to each Designated Location.
- (f) In respect of each Designated Location (Mesh), Customer will be supplied with one or more UNI-D(s) in conjunction with each **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi service supplied to each Designated Location (Mesh).

## 2.3 Wireless Access Point (WAP)

- (a) The **Wireless Access Point** or **WAP** is a hardware device(s) on a local area network (LAN):
  - (i) that is connected to the available UNI-D(s), by means of Connecting Equipment as determined by **nbn**, located on an NTD at each Designated Location;
  - (ii) that allows wireless capable devices and wired networks to connect through a wireless standard, such as Wi-Fi; and
  - (iii) to which **nbn** supplies **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi to Customer in respect of a Designated Location.
- (b) In respect of each Designated Location (Fixed), **nbn** will supply:
  - (i) one WAP at each small Designated Location (Fixed); and
  - (ii) two WAPs at each large Designated Location (Fixed).

*Note: nbn will, from time to time, determine whether a particular Designated Location (Fixed) is "large" or "small".*

- (c) **nbn** will only supply one WAP in respect of each Designated Location (Transportable) and Designated Location (Vehicle-Mounted).
- (d) In respect of each Designated Location (Mesh), **nbn** will supply one or more WAP(s) as determined by **nbn**.

Section 3 describes the nbn™ Sky Muster™ Plus Community Wi-Fi Product Sub-features.

## 3. Product Sub-features

### 3.1 Product Sub-features generally

The Product Sub-features are:

- (a) supplied as part of the nbn™ Sky Muster™ Plus Community Wi-Fi service as set out in section 2.1; and
- (b) not orderable by Customer independently or in configurations other than those set out in section 2.1.

### 3.2 Bandwidth profiles and data inclusions

- (a) A reference to a numerical **Session Access Rate**:
  - (i) is a reference to the potential maximum Information Rate that may be achieved in each Session Connection during a Session; and
  - (ii) is a potential maximum Information Rate in optimal conditions and is not a reference to the maximum Information Rate that may be achieved by every, or any, Session Connection (and speeds may be significantly lower).

**Note:** The nbn™ Sky Muster™ Plus Community Wi-Fi Ordered Product that is supplied to a Designated Location is supplied with bandwidth that would be shared among all Contracted End Users at that Designated Location on a contended basis. The Ordered Product's bandwidth would not, in any event, exceed the throughput limit in respect of a single NTD at the Designated Location specified in section 8.2(a). The availability of that bandwidth to any or all Contracted End Users depends on a number of factors, including those set out in section 8.1(b).

- (b) For the purposes of section 3.2(a):
  - (i) a **Session** is, in respect of an item of End User Equipment that is wirelessly connected to the WAP that is used to serve a Designated Location other than a Designated Location (Mesh), a period not exceeding 24 hours in which that item of End User Equipment experiences a continuous wireless connection to that WAP, commencing when the relevant Contracted End User accepts the End User Terms for that Designated Location;
  - (ii) a **Session** is, in respect of an item of End User Equipment that is wirelessly connected to the WAP that is used to serve a Designated Location (Mesh), a period not exceeding 7 days in which that item of End User Equipment experiences a continuous wireless connection to that WAP, commencing when the relevant Contracted End User accepts the End User Terms for that Designated Location; and
  - (iii) a **Session Connection** is a reference to the wireless connection established to the WAP during a Session.

**Note:** nbn may, at its discretion, revoke a Session at a Designated Location (Mesh) at any time.

- (c) In addition to the limitations in section 3.2(a), and subject to sections 3.2(d) to 3.2(f), throughout each calendar month, the Session Access Rate may also be limited (**Session Shaping**) depending on:
  - (i) the time of day;
  - (ii) type of data being transferred; and

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- (iii) the aggregate data of that type transferred (including both uploads and downloads), by all Contracted End Users in respect of a Designated Location, up to a given point in the calendar month,

as follows:

Time of day	Data type being transferred	Aggregate data transferred in calendar month	Whether Session Shaping applied
Peak Period	Metered Data	Up to Peak Period Metered Data Allowance	No
		More than Peak Period Metered Data Allowance	Yes
	Unmetered Data	N/A	No
Off-peak Period	Metered Data	Up to Off-peak Period Metered Data Allowance <u>(if applicable)</u>	No
		More than Off-peak Period Metered Data Allowance <u>(if applicable)</u>	Yes
	Unmetered Data	N/A	No

- (d) Despite section 3.2(c), throughout each calendar month, Session Shaping may be applied in respect of Session Connections transferring the following types of data, during the following times of day, as follows:

Data type being transferred	Time of day	Whether Session Shaping is applied
Unmetered Data that is not Time of Day Data	<del>12:00 am to 11:59 pm</del> <u>Peak Period</u>	No
	<u>Off-peak Period</u>	<u>Yes</u>
Time of Day Data	Shaped Periods	Yes
	All times other than Shaped Periods	No

- (e) For clarity, Unmetered Data (including Time of Day Data) will not count towards any Peak Period Metered Data Allowance or Off-peak Period Metered Data Allowance.
- (f) If an **nbn**™ Sky Muster™ Plus Community Wi-Fi Ordered Product is activated part way through a calendar month, the Peak Period Metered Data Allowance and Off-peak Period Metered Data Allowance for that Ordered Product for the remainder of that calendar month may, at **nbn**'s discretion, be calculated on a pro-rata basis by reference to the number of days remaining in that calendar month.
- (g) Despite 3.2(c) and 3.2(d), if requested by the First Peoples Community Representative Group, **nbn** may at its sole discretion reduce the Downstream and Upstream Mbps potential maximum Information Rate to 0 between specified periods of time (for example, between the hours of 10:00 pm and 6:00 am or between particular calendar days).

### 3.3 Modes of operation

- (a) An **nbn**™ Sky Muster™ Plus Community Wi-Fi Ordered Product has two modes of operation:
  - (i) **Ready Mode**, which permits such traffic as determined by **nbn** from time to time, which may include some traffic relating to communication (e.g. Wi-Fi calling, instant messaging, email) and basic web browsing; and

**Part A:** The **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi Product

- (ii) **Active Mode**, which permits such traffic as determined by **nbn** from time to time, which may include all traffic permitted in the Ready Mode, but also including streaming video content.
- (b) In respect of each Designated Location, **nbn** will notify Customer of the time or times when the **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi Ordered Product will change its mode of operation (from Ready Mode to Active Mode, or vice versa).

**Note:** For example, upon declaration of a Disaster Event affecting that Designated Location, the mode of operation would change from Ready Mode to Active Mode.

### 3.4 Content Filtering

The Content Filtering Product Sub-feature:

- (a) provides DNS based content filtering that is designed to block or restrict access to some websites, services, apps, files and other network resources as may be notified by **nbn** from time to time;
- (b) may be supplied at certain Designated Locations specified by **nbn**; and
- (c) is not orderable by Customer independently or in configurations other than those set out in section 3.

## Part B: General conditions of supply

*Section 4 sets out Customer obligations in relation to the downstream supply of services to which **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi is an input.*

### 4. Designated Locations

- (a) **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi will only be made available at Designated Locations in accordance with section 13.

### 5. Equipment, installation and other activities

- (a) **nbn** is responsible for supplying and installing all **nbn**<sup>TM</sup> Equipment required for the supply of **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi.
- (b) Customer acknowledges that any activities performed by **nbn** at a Designated Location in connection with the supply of **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi (or any Customer Product for which **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi is an input), including any interactions with Contracted End Users in connection with activation or assurance activities, are (or were) performed by **nbn** on behalf of Customer.

*Section 6 sets out some general obligations of **nbn** and Customer that apply in relation to the end-to-end supply of **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi.*

### 6. **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi exclusions and Customer responsibilities

- (a) Customer is responsible for requesting each **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi Product to meet the specific requirements of Designated Locations as nominated by **nbn** from time to time.
- (b) **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi does not include:
- (i) facilities access;
  - (ii) any interconnection with the SMP Network at the **nbn**<sup>TM</sup> Upstream Network Boundary;
  - (iii) any network fault or performance monitoring probe or device supplied by **nbn** in relation to the SMP Network; or
  - (iv) any equipment (including Lines) upstream of the **nbn**<sup>TM</sup> Upstream Network Boundary, excluding any **nbn**<sup>TM</sup> Equipment.

Section 7 describes the structure of the SMP Network and the boundaries of **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi.

## 7. SMP Network architecture and **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi boundaries

### 7.1 SMP Network architecture

In the SMP Network, each Designated Location at which **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi is available is located within a Beam.

### 7.2 **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi boundaries

**nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi carries traffic in respect of a Designated Location over the SMP Network between the following boundaries:

- (a) the Wireless Access Point connected to the UNI used to serve that Designated Location; and
- (b) the **nbn**<sup>™</sup> Upstream Network Boundary.

### 7.3 Power Outages

**nbn** may not be able to supply **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi in the event of a Power Outage affecting:

- (a) an NTD or any other **nbn**<sup>™</sup> Equipment located at a Designated Location served by the SMP Network;
- (b) any other active equipment that forms part of the SMP Network.

**Note:** **nbn** may, at its discretion, supply power resiliency capabilities (which may include battery back-up or, in some limited circumstances, solar capabilities) to offer a level of power for any **nbn**<sup>™</sup> Equipment, however **nbn** makes no warranty as to its availability or its ability to sustain the operation of any equipment for the duration of any Power Outage.

### 7.4 External circumstances affecting supply

**nbn** may not be able to supply **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi to the extent that it is prevented by, or its ability to supply is otherwise adversely affected by:

- (a) an Excluded Event;
- (b) a Customer Event or any other act or omission by an End User, or an entity that owns or controls a Designated Location (such as a site owner's specific requirements in respect of availability of the Customer Product for which **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi is an input in respect of that Designated Location);
- (c) the supply or non-supply, including any failure, delay, unwillingness or defect in the supply, of any products or services by a Third Party Supplier; or
- (d) any matter, thing, event or circumstance that is not within **nbn**'s reasonable control.

Section 8 describes factors relevant to the speeds, performance and availability of **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi.

## 8. Speeds, performance and availability

### 8.1 Speeds and performance of Ordered Products

- (a) References to download and upload speeds in this **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi Product Description are to Layer 3 speeds and are references to the maximum data throughput that the SMP Network is designed to make available to Customer at the WAP in respect of the relevant Designated Location, not the minimum data throughput.
- (b) The speeds and performance (including stability) of Ordered Products actually experienced by Customer, Downstream Service Providers, Contracted End Users and other End Users will vary and depend upon a number of factors including:
  - (i) the equipment used by **nbn**, Customer, Downstream Service Providers, Contracted End Users and other End Users (which can also affect the speeds experienced at the UNIs for a relevant Premises in respect of products supplied to End Users and end users of Other Customers);
  - (ii) the nature and quality of the Customer Product or Downstream Product acquired by Downstream Service Providers and Contracted End Users;
  - (iii) the number of simultaneous End Users being served by the **nbn**<sup>TM</sup> Network (including the number of simultaneous End Users being served by a single WAP at a Designated Location);
  - (iv) interference caused by the equipment or network of any third party;
  - (v) the nature, quality and length of the connection to, and signal reception (including any interference with in-building cabling, line-of-sight interference, weather, wireless signals, Satellite Limitations or prevailing radio conditions) at, or affecting, the relevant Designated Location

### 8.2 NTD throughput limits

- (a) The maximum aggregate throughput for an NTD in respect of all UNIs on an NTD are:

Downstream (Mbps)	Upstream (Mbps)
60	20

### 8.3 Availability of supply of Product

Notwithstanding anything else in this **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi Module, the supply of **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi by **nbn** to Customer is subject to the availability of each of the **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi Product Sub-features at the time at which Customer requests a service.

## Part C: Service Levels Schedule

*Section 9 describes factors relevant to the Service Levels, Performance Objectives and Operational Targets applicable to **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Satellite Community Wi-Fi.*

### 9. Service Levels, Performance Objectives and Operational Targets

- (a) No Service Levels, Performance Objectives or Operational Targets apply in respect of **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi.



## Part D: Fair Use Policy

Section 10 describes factors relevant to the Fair Use Policy applicable to **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi.

### 10. Fair Use Policy

The [nbn<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Fair Use Policy](#), other than sections 4.4(a)(ii), 4.4(a)(vii), and 4.4(a)(viii), is incorporated by reference into these Satellite Community Wi-Fi Module Terms as if set out in full:

- (a) except that:
  - (i) references to “**nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus” are to be read as references to “**nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi”; and
  - (ii) references to “Plans” are to be read as references to “**nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi services”; and
- (b) except to the extent that provisions relate to:
  - (i) section 3.1(a), which is instead to be read as permitting a broadband service made available via a WAP may extend beyond the Premises, provided it remains in the coverage area for the relevant WAP;
  - (ii) section 3.2 (Allowed Uses), which is replaced with: The **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi service extends the network boundary for Designated Locations to the Wireless Access Point. Provided that:
    - (A) such services and networking devices are intended to be used by residential End Users, and Public Interest End Users who have accepted the relevant End User Terms, within the coverage area of the **nbn**<sup>TM</sup> Satellite Community Wi-Fi service only; and
    - (B) the traffic being managed or handled by the networking device may be subject to DNS based content filtering set to block or restrict access to some websites, services, apps, files and other network resources may be applied to locations supplied with **nbn**<sup>TM</sup> Satellite Community Wi-Fi; and
    - (C) the traffic volumes being managed or handled by the networking device do not exceed the traffic volumes determined by **nbn** from time to time;
  - (iii) section 4.3(a)(i) (Unfair Use of Plans) is replaced with:
    - (A) to support substantial carrier or service provider data aggregation applications (including as backhaul for mobile base stations, and multiplexed access systems and/or networks) that result in substantial and continuous network throughput;
  - (iv) section 4.3(b)(i) (Unfair Use of Plans) is replaced with:
    - (A) Customer of a Plan for the purpose of supplying broadband services to Premises other than to the Designated Location in respect of which the relevant Ordered Product has been ordered, constitutes Unfair Use by the Customer; and
  - (v) section 4.4(a)(ii), (vii), and (viii), which are not applicable;

**Part D:** Fair Use Policy

- (c) For the purposes of section 4.2 of the [nbn™ Sky Muster™ Plus Fair Use Policy](#), as incorporated by this section 10, permitting Contracted End Users to access, or attempt to access, sites restricted by Content Filtering, or engaging in, or otherwise permitting third parties to engage in, activities that seek to circumvent Content Filtering, will constitute Unfair Use.

## Part E: Price List

*Section 11 sets out the recurring Charges which apply in connection with **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi.*

### 11. Recurring Charges

There are no recurring Charges which apply in connection with **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi.

*Section 12 sets out the non-recurring Charges which apply in connection with **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi.*

### 12. Non-recurring Charges

No non-recurring Charges will apply in connection with the **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi, including for activities performed in connection with the installation and activation of **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi.

## Part F: Product Terms

Section 13 is a Product Term which applies in connection with **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi. It should be read in conjunction with clauses A1 and A2 of the [Interim Terms](#).

### 13. Ordering and supply of **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi

#### 13.1 Ordering **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi Products - general

- (a) Customer may place a request to order a **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi product at the four Designated Location types in accordance with sections 13.2 to 13.5.

**Note:** Customer must already satisfy, and must continue to satisfy, the Supply Conditions set out in clause A2.2 of the [Interim Terms](#) as at the date(s) Customer places such requests.

- (b) Where **nbn** accepts a request to order an **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi Product at a Designated Location in accordance with this section 13, Customer may proceed to place an order for that **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi Product.

#### 13.2 Fixed locations

- (a) **nbn** will make available to Customer a list of proposed Designated Locations (Fixed), which may be amended by **nbn** from time to time, at which Customer may place a request to order **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi.
- (b) From the date that **nbn** makes available such a list of Designated Locations, Customer:
- (i) may submit a request to order an **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi Product at one or more listed Designated Locations; and
  - (ii) must do so within 5 Business Days, or such other timeline as notified by **nbn** from time to time (unless allocated by **nbn** in accordance with section 13.2(e)).
- (c) **nbn** at its discretion, will accept or decline the request to order an **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Satellite Community Wi-Fi Product.
- (d) Where more than one Customer requests to order a **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi service at a Designated Location (Fixed) within the timeframe notified by **nbn** under section 13.2(b)(ii), **nbn** will take into account the following criteria, in the following order of precedence, before accepting or declining a request under section 13.2(c):
- (i) first, whether the Customer is supplying **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi services at other Designated Locations (Fixed), with preference given to retail service providers with lower number of total Designated Locations (Fixed) requested or ordered; and
  - (ii) second, the order in which Customer submitted a request to order **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi Product at that Designated Location (Fixed) (relative to any Other Customers that may have also submitted a request to order in respect of the same Designated Location (Fixed)).

**Note:** In respect of a Designated Location (Fixed) requested by both RSP A and RSP B (in that order), if RSP A is already taking supply of Ordered Products at 2 other Designated Locations (Fixed), and RSP B has none other, the effect of section 13.2(d) is that RSP B is preferred.

- (e) Where **nbn** offers a proposed Designated Location (Fixed) and neither Customer or any Other Customer places a request for that Designated Location (Fixed) within the response timeline:
  - (i) **nbn** will prepare a list that records the order in which Customer and any Other Customers have executed the Variation Agreement for these Satellite Community Wi-Fi Module Terms (in this section 13.2, an **Eligible RSP List**);
  - (ii) **nbn** will allocate that Designated Location (Fixed) to Customer based on the following process:
    - (A) the first Designated Location (Fixed) which is not requested will be allocated to the first retail service provider on the Eligible RSP List;
    - (B) the next Designated Location (Fixed) which is not requested will be allocated to the next retail service provider on the Eligible RSP List;
    - (C) this sequence will continue until the last retail service provider on the Eligible RSP List has been allocated a Designated Location (Fixed) which has not been requested by any retail service provider; and
    - (D) if there remain proposed Designated Locations (Fixed) that have not been the subject of a request or allocation, then the sequence described in sections 13.2(e)(ii)(A) to 13.2(e)(ii)(C) will be repeated until all Designated Locations (Fixed) have either been allocated or been subject to a separate request from Customer or any Other Customer; and
  - (iii) if allocated, Customer will be deemed to have submitted a request to order **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi Product at that Designated Location.

### 13.3 Transportable (Fly Aways)

- (a) Customer acknowledges that this solution is only available to provide a short term **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi service in Designated Locations.
- (b) **nbn** will make available to Customer a list of proposed Designated Locations (Transportable), which may be amended by **nbn** from time to time, at which the Customer may place a request to order **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi.
- (c) Customer may request to order **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi to be supplied to any of the proposed Designated Locations (Transportable) nominated in section 13.3(b).
- (d) **nbn** will prepare a list that records the order in which Customer and any Other Customers have validly submitted a request under section 13.3(c) (or the equivalent section in any Other Customers' "Satellite Community Wi-Fi Module Terms"), which **nbn** will use to decide whether to accept or decline Customer's request to order **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi in respect of each Designated Location (Transportable) (in this section 13.3, an **Eligible Transportable RSP List**).
- (e) In respect of each Designated Location (Transportable), the **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Satellite Community Wi-Fi Ordered Product will be allocated to retail service providers on an Eligible Transportable RSP List in accordance with the following process:
  - (i) if Customer is the first retail service provider on the Eligible Transportable RSP List, then **nbn** will accept Customer's request to order and will supply **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi to that Designated Location (Transportable) from the date of selection for a maximum period of 6 months (or other period notified by **nbn**);

- (ii) if Customer is not the first retail service provider on the Eligible Transportable RSP List, then **nbn** will only accept Customer's request to order if each retail service provider preceding Customer has either:
    - (A) been supplied **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi to that Designated Location (Transportable) for a maximum period of 6 months (or other period notified by **nbn**); or
    - (B) any or all such retail service providers have declined **nbn**'s selection;
  - (iii) subject to section 13.3(f), when **nbn** reaches the end of the Eligible Transportable RSP List, the next retail service provider that **nbn** will allocate to that Designated Location (Transportable) is the first retail service provider on the Eligible Transportable RSP List.
- (f) The allocation process in section 13.3(e) will continue in the order that retail service providers are listed on the Eligible Transportable RSP List in line with the sequence described in sections 13.3(e)(i) to 13.3(e)(ii) for the duration of these Satellite Community Wi-Fi Module Terms remain in effect (unless **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi is withdrawn in accordance with section 16.5).

#### 13.4 Vehicle Mounted

- (a) Customer acknowledges that this solution is only available to provide a short term **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi service in Designated Locations.
- (b) **nbn** will make available to Customer a list of proposed Designated Locations (Vehicle-Mounted), which may be amended by **nbn** from time to time, at which the Customer may place a request to order **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi.
- (c) Customer may request to order a set number of vehicle mounted **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Satellite Community Wi-Fi to be supplied to a set number of proposed Designated Locations (Vehicle-Mounted) nominated in section 13.4(b).
- (d) **nbn** will prepare a list that records the order in which Customer and any Other Customers have validly submitted a request under section 13.4(c) (or the equivalent section in any Other Customers' "Satellite Community Wi-Fi Module Terms"), which **nbn** will use to decide whether to accept or decline Customer's request to order **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi in respect of each Designated Location (Vehicle-Mounted) (in this section 13.3, an **Eligible Vehicle-Mounted RSP List**).
- (e) In respect of each Designated Location (Vehicle-Mounted), the **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi Ordered Product will be allocated to retail service providers on an Eligible Vehicle-Mounted RSP List in accordance with the following process:
  - (i) if Customer is the first retail service provider on the Eligible Vehicle-Mounted RSP List, then **nbn** will accept Customer's request to order and will supply **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi to that Designated Location (Vehicle-Mounted) from the date of selection for a maximum period of 6 months (or other period notified by **nbn**);
  - (ii) if Customer is not the first retail service provider on the Eligible Vehicle-Mounted RSP List, then **nbn** will only accept Customer's request to order if each retail service provider preceding Customer has either:
    - (A) been supplied **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi to that Designated Location (Vehicle-Mounted) for a maximum period of 6 months (or other period notified by **nbn**); or

- (B) any or all such retail service providers have declined **nbn**'s selection;
- (iii) subject to section 13.4(f), when **nbn** reaches the end of the Eligible Vehicle-Mounted RSP List, the next retail service provider that **nbn** will allocate to that Designated Location (Vehicle-Mounted) is the first retail service provider on the Eligible Vehicle-Mounted RSP List.
- (f) The allocation process in section 13.4(e) will continue in the order that retail service providers are listed on the Eligible Vehicle-Mounted RSP List in line with the sequence described in sections 13.4(e)(i) to 13.4(e)(iii) for the duration of these Satellite Community Wi-Fi Module Terms remain in effect (unless **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi is withdrawn in accordance with section 16.5).

### 13.5 Mesh

- (a) **nbn** will make available to Customer a list of proposed Designated Locations (Mesh), which may be amended by **nbn** from time to time, at which Customer may place a request to order **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi.
- (b) From the date that **nbn** makes available such a list of Designated Locations, Customer:
  - (i) may submit a request to order an **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi Product at one or more listed Designated Locations; and
  - (ii) must do so within 5 Business Days, or such other timeline as notified by **nbn** from time to time (unless allocated by **nbn** in accordance with section 13.2(e)).
- (c) **nbn** at its discretion, will accept or decline the request to order an **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Satellite Community Wi-Fi Product.
- (d) Where more than one Customer requests to order a **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi service at a Designated Location (Mesh) within the timeframe notified by **nbn** under section 13.5(b)(ii), **nbn** will take into account the following criteria, in the following order of precedence, before accepting or declining a request under section 13.5(c):
  - (i) first, whether the Customer is supplying **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi services at other Designated Locations (Mesh), with preference given to retail service providers with lower number of total Designated Locations (Mesh) requested or ordered; and
  - (ii) second, the order in which Customer submitted a request to order **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi Product at that Designated Location (Mesh) (relative to any Other Customers that may have also submitted a request to order in respect of the same Designated Location (Mesh)).

**Note:** In respect of a Designated Location (Mesh) requested by both RSP A and RSP B (in that order), if RSP A is already taking supply of Ordered Products at 2 other Designated Locations (Mesh), and RSP B has none other, the effect of section 13.5(d) is that RSP B is preferred.

- (e) Where **nbn** offers a proposed Designated Location (Mesh) and neither Customer or any Other Customer places a request for that Designated Location (Mesh) within the response timeline:
  - (i) **nbn** will prepare a list that records the order in which Customer and any Other Customers have executed the Variation Agreement for these Satellite Community Wi-Fi Module Terms (in this section 13.2, an **Eligible RSP List**);
  - (ii) **nbn** will allocate that Designated Location (Mesh) to Customer based on the following process:

- (A) the first Designated Location (Mesh) which is not requested will be allocated to the first retail service provider on the Eligible RSP List;
  - (B) the next Designated Location (Mesh) which is not requested will be allocated to the next retail service provider on the Eligible RSP List;
  - (C) this sequence will continue until the last retail service provider on the Eligible RSP List has been allocated a Designated Location (Mesh) which has not been requested by any retail service provider; and
  - (D) if there remain proposed Designated Locations (Mesh) that have not been the subject of a request or allocation, then the sequence described in sections 13.5(e)(ii)(A)13.2(e)(ii)(A) to 13.5(e)(ii)(C)13.2(e)(ii)(C) will be repeated until all Designated Locations (Mesh) have either been allocated or been subject to a separate request from Customer or any Other Customer; and
- (iii) if allocated, Customer will be deemed to have submitted a request to order **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi Product at that Designated Location.

### 13.6 Disconnection

**nbn** may cease supply of **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi to a Designated Location and remove any **nbn**<sup>TM</sup> Equipment from that Designated Location:

- (a) immediately, if **nbn** considers that a Designated Location is no longer affected, or is no longer likely to be affected, by a Disaster Event; or
- (b) by giving Customer 3 months' notice.

*Section 14 is a Product Term which applies in connection with **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Satellite Community Wi-Fi. It should be read in conjunction with clause A2 of the [Interim Terms](#).*

## 14. Pre-existing test services – transitional arrangements

- (a) This section 14 applies if, as at the date on which the Variation Agreement is executed:
  - (i) Customer and **nbn** are parties to a Prior Test Agreement
  - (ii) **nbn** is already supplying services to Customer under that Prior Test Agreement; and
  - (iii) some or all of these services are "Test Products" that are based on **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus, as described in Appendix A of that Prior Test Agreement (in this section 14, **Prior Test Services**).
- (b) **nbn** may, at its discretion, transition the supply of any or all Prior Test Services such that:
  - (i) those Prior Test Services and any processes or activities undertaken in connection with the supply of those Prior Test Services will be supplied or will continue pursuant to, and be subject to the provisions of, to this Agreement without further action by either party;
  - (ii) a party may, under this Agreement, continue to exercise rights accrued under the Prior Test Agreement to the extent that the exercise of those accrued rights is required to give effect to this Agreement as contemplated by the parties; and



- (iii) each "Designated Location" (as defined in the Prior Test Agreement) to which each Prior Test Service is supplied will constitute a Designated Location for the purposes of this Agreement, and Customer will be deemed to have requested, or have been allocated, and ordered the relevant **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi Ordered Product for the relevant application of Designated Location in accordance with section 13,

provided that Customer has complied with such pre-requisites specified by **nbn** (including providing terms and conditions in accordance with section 15).

- (c) The terms of this Agreement and the Prior Test Agreement will be read so as to give effect to this section 14.
- (d) In this section 14, a **Prior Test Agreement** is the "Test Description: **nbn**<sup>™</sup> Disaster Service" that is, as at the date on which the Variation Agreement is executed, available on **nbn**'s Website, and which Customer may have entered into with **nbn** as at such a date.

*Section 15 is a Product Term.*

## 15. Contracted End User terms and conditions

- (a) This section 15 applies to Customer if it is selected to supply a Customer Product, in respect of a Designated Location (other than a Designated Location (ESO)), that uses **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi as an input (in this section 15, the **Community Wi-Fi End Product**).
- (b) Customer must ensure that, in respect of each Designated Location to which **nbn** supplies **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi to Customer, that it provides terms and conditions on which Customer will supply the Community Wi-Fi End Product to End Users at the time(s) nominated by **nbn** (in this section 15, the **End User Terms**).

**Note:** Customer may adapt the template terms notified by **nbn** from time to time (which, for clarity, do not form part of this Agreement).

- (c) Customer must ensure that any proposed End User Terms (including those adapted from any template terms notified by **nbn**), and any updates from time to time, are appropriate to **nbn**'s reasonable satisfaction.
- (d) In assessing whether proposed End User Terms are appropriate for the purposes of section 15(c), **nbn** may have regard to whether the proposed End User Terms:
  - (i) set out obligations on Contracted End Users regarding fair use of the Customer Product;
  - (ii) contain appropriate disclaimers or warnings regarding data retention and content filtering, in connection with each item of End User Equipment, that may be performed by or on behalf of **nbn** in the course of **nbn**'s supply of **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi; and
  - (iii) appropriately and accurately capture the nature and characteristics of **nbn**'s supply of **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi.
- (e) **nbn** may specify the means by which Customer must present the terms and conditions in section 15(b) to prospective End Users of the Community Wi-Fi End Product in respect of a Designated Location.

- (f) If Customer's End User Terms are an adaptation of the template terms notified by **nbn** from time to time, Customer must update such End User Terms as soon as reasonably practicable after any corresponding update notified by **nbn**, to the template terms.



*Section 16 is a Special Term. It should be read in conjunction with clause F3 of the [Interim Terms](#).*

## 16. Changes to this module

### 16.1 General Changes

- (a) Despite clause F3.1(a) of the [Interim Terms](#), **nbn** may change this **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi Product Module by giving Customer 5 Business Days' notice of the change.

### 16.2 Product changes

- (a) **nbn** may change this Agreement in respect of an existing Product, including any Product Component or Product Feature as it relates to that Product (a **Product Specific Change**), by giving Customer 5 Business Days' notice of the Product Specific Change.

### 16.3 Product Module Enhancements

**nbn** may change a Product Module:

- (a) to introduce a Product or an Enhancement to a Product (including by introducing or Enhancing a Product Component or Product Feature) by giving Customer at least 5 Business Days' notice of that change; or
- (b) to carry out a minor variation or enhancement which updates the functionality or performance of a Product that **nbn** considers, acting reasonably, will not have any material adverse impact on Customer, by giving Customer at least 5 Business Days' notice of that change.

### 16.4 Changes to rectify errors

Despite clause F3.3 of the [Interim Terms](#), **nbn** may change this **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi Product Module if **nbn** reasonably believes that the change is necessary to rectify any error, defect or omission in the Agreement.

### 16.5 Product Withdrawal

- (a) Subject to section 16.5(b), **nbn** may withdraw **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi by giving 1 months' written notice (the **Withdrawal Notice Period**).
- (b) Unless withdrawn earlier in accordance with section 16.5(a), this Product Module expires on the earlier of:
- (i) the Funding Expiry Date (as amended from time to time); and
  - (ii) the expiry or termination of this Agreement,
- upon which **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi will be withdrawn.

- (c) If **nbn** is still supplying Ordered Products at the end of a Withdrawal Notice Period, or at the date of expiry of the Product Module in accordance with section 16.5(b) (whichever is sooner):
  - (i) **nbn** may disconnect any or all of the Ordered Products without further notice to Customer; and
  - (ii) remove any **nbn**<sup>TM</sup> Equipment from the relevant Designated Locations.

## 16.6 Standard Process changes

Despite clause F3.5(a) of the [Interim Terms](#), **nbn** may change this **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi Product Module to implement or reflect a change to its standard processes in respect of the **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi Product by giving at least 5 Business Days' notice of that change to Customer.

## 16.7 Nature of change rights

- (a) Each change right in this section 16 is a separate right that may be exercised independently of any other change right (whether in this section 16 or in clause F3 of the [Interim Terms](#)). A change right of a specific nature will not be read or interpreted as limiting any other general change right (whether in this section 16 or in clause F3 of the [Interim Terms](#)).
- (b) Each change right in this section 16 is in addition to any change rights that are available to **nbn** under clause F3 of the [Interim Terms](#).

*Section 17 is a Product Term that sets out the rules of interpretation that specifically apply to this **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi Product Module. It should be read in conjunction with clause H2.1 of the [Interim Terms](#).*

## 17. Interpretation

- (a) In these Satellite Community Wi-Fi Module Terms:
  - (i) any capitalised term used in these Satellite Community Wi-Fi Module Terms has the meaning given to that term in section 18; and
  - (ii) any capitalised term used but not defined in section 18 has the meaning given to that term in the Dictionary.
- (b) Where a capitalised term is included in both section 18 and the Dictionary the meaning given to that term in section 18:
  - (i) will be given precedence to the extent of any inconsistency; and
  - (ii) will be applied to any other instances where that capitalised term is used in this Agreement to the extent that capitalised term relates to the **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi Product or these Satellite Community Wi-Fi Module Terms.

## Part G: Additional definitions

Section 18 sets out the additional definitions used in these Satellite Community Wi-Fi Module Terms.

### 18. Definitions

In this **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi Product Module:

**Active Mode** has the meaning given to that term in section 3.3(a)(ii) of these Satellite Community Wi-Fi Module Terms.

**Agreement** means the agreement comprising:

- (a) the documents referred to in the "Agreement" provision of the [Agreement Execution Document](#); and
- (b) these [Satellite Community Wi-Fi Module Terms](#).

**Charges** means the charges (including any Taxes) set out in a Price List.

**Connecting Equipment** means:

- (a) an outdoor NTD component;
- (b) a connecting cable;
- (c) an indoor NTD component;
- (d) in respect of a large Designated Location (Fixed) and Designated Location (Mesh), a Wi-Fi head-end cabinet; and
- (e) any ancillary equipment, facilities, lines or network owned or controlled by, or operated by or on behalf of **nbn** between, and including:
  - (i) the indoor component of the NTD and the outdoor component of the NTD; and
  - (ii) the NTD and the WAP(s).

**Content Filtering** means the Product Sub-feature described in section 3.4 of these Satellite Community Wi-Fi Module Terms.

**Designated Location** means a location designated by **nbn**, or as agreed between **nbn** and an emergency services organisation or other competent Government Agency, to be a location at which:

- (a) it is necessary to provide critical communications services to a local community affected, or likely to be affected, by a Disaster Event;
- (b) **nbn** determines that it is desirable to perform demonstration activities in connection with services that may be supplied over the SMP Network; or
- (c) **nbn** determines that a particular First Peoples community requires access to indoor or outdoor Wi-Fi use.

**Designated Location (ESO)** has the meaning given to that term in section 1.2.

**Designated Location (Fixed)** has the meaning given to that term in section 1.

**Designated Location (Mesh)** has the meaning given to that term in section 1.

**Designated Location (Transportable)** has the meaning given to that term in section 1.

**Designated Location (Vehicle-Mounted)** has the meaning given to that term in section 1.

**Disaster Event** means a sudden, calamitous event that seriously disrupts, or threatens to seriously disrupt, the functioning of a community or society and causes, or is likely to cause, human, material, and economic or environmental losses that exceed the community's or society's ability to cope using its own resources.

**DNS** means a hierarchical and decentralized naming system for computers, services, or other resources connected to the Internet or a private network used most prominently to translates more readily memorised domain names to numerical IP addresses.

**End User Terms** has the meaning given to that term in section 15(b).

**Excluded Event** means, in addition to the events or circumstances listed in the definition of "Excluded Event" in the [Dictionary](#), also includes, in relation to **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi, any deprioritisation, reduction of maximum data transfer rate, rejection of order, rejection of modification or suspension that has been validly applied in accordance with these Satellite Community Wi-Fi Module Terms.

**Fair Use Policy** means each of:

- (a) the [nbn<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Fair Use Policy](#);
- (b) Part C of the [Service Terms \(nbn<sup>TM</sup> SMP Portal\)](#); and
- (c) Part D of these [Satellite Community Wi-Fi Module Terms](#).

**First Peoples Community Representative Group** means key local Government Agencies, decision makers in the community or elected officials that represent local First Peoples' needs, such as an Elder or CEO/mayor of a land council.

**Funding Expiry Date** means 1 November 2023, or such other date as notified by **nbn** from time to time.

**Metered Data** means, in respect of an **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi service, the data within Traffic Profile(s) specified as "Metered Data" under section 2.1(c) of these Satellite Community Wi-Fi Module Terms.

**nbn<sup>TM</sup> Downstream Network Boundary** means:

- (a) in respect of **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus, the UNI used to serve the Premises; and
- (b) in respect of **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi, the location specified as the "**nbn**<sup>TM</sup> Downstream Network Boundary" under section 2.1(c) of these Satellite Community Wi-Fi Module Terms.

**nbn<sup>TM</sup> Network Boundaries** means:

- (a) the **nbn**<sup>TM</sup> Downstream Network Boundary in respect of a Premises; and
- (b) the **nbn**<sup>TM</sup> Upstream Network Boundary;

**nbn<sup>TM</sup> Upstream Network Boundary** means:

- (a) in respect of a Plan, the location specified as the "**nbn**<sup>TM</sup> Upstream Network Boundary" for that Plan under section 1.2 of the [nbn<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Product Description](#);

**Part G:** Additional definitions

- (b) in respect of the **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi Product, the location specified as the “**nbn**<sup>™</sup> Upstream Network Boundary” under section 2.1(c) of these Satellite Community Wi-Fi Module Terms.

**Off-peak Period Metered Data Allowance** means, in respect of an **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi service supplied to a Designated Location, the amount of data specified as the “Off-peak Period Metered Data Allowance” under section 2.1(c) of these Satellite Community Wi-Fi Module Terms.

**Peak Period Metered Data Allowance** means, in respect of an **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi service supplied to a Designated Location, the amount of data specified as the “Peak Period Metered Data Allowance” under section 2.1(c) of these Satellite Community Wi-Fi Module Terms.

**PIR** or **Peak Information Rate** means the maximum Information Rate that may be delivered by a bandwidth profile for an **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi Ordered Product supplied to a Designated Location.

**PoE** or **Power over Ethernet** means any method by which electrical power is delivered over Ethernet cabling.

**Price List** means each of:

- (a) the [nbn<sup>™</sup> Sky Muster<sup>™</sup> Plus Price List](#); and
- (b) Part E of these Satellite Community Wi-Fi Module Terms.

**Product Description** means each of:

- (a) the [nbn<sup>™</sup> Sky Muster<sup>™</sup> Plus Product Description](#);
- (b) Part A of the Service Terms (**nbn**<sup>™</sup> SMP Portal); and
- (c) Part A and Part B of these Satellite Community Wi-Fi Module Terms.

**Product Module** means a document or collection of documents related to a specific Product which:

- (a) form part of this Agreement, as listed in the Agreement Execution Document; or
- (b) the parties agree will form part of this Agreement.

**Product Sub-features** means the characteristics in respect of the **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Community Wi-Fi Product, configured by **nbn**, and described further in section 3 of these Satellite Community Wi-Fi Module Terms.

**Ready Mode** has the meaning given to that term in section 3.3(a)(i) of these Satellite Community Wi-Fi Module Terms.

**Serviceable** means, in respect of a Product and each of its Product Components and Product Features, a premises or location that **nbn** has determined is serviceable by the SMP Network.

**Service Level** means a service level set out in a Service Levels Schedule.

**Service Levels Schedule** means each of:

- (a) the [nbn<sup>™</sup> Sky Muster<sup>™</sup> Plus Service Levels Schedule](#); and
- (b) Part C of these Satellite Community Wi-Fi Module Terms.

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**Session** has the meaning given to that term in section 3.2(b)(i) of these Satellite Community Wi-Fi Module Terms.

**Session Access Rate** has the meaning given to that term in section 3.2(a) of these Satellite Community Wi-Fi Module Terms.

**Session Connection** has the meaning given to that term in section 3.2(b)(iii) of these Satellite Community Wi-Fi Module Terms.

**Session Shaping** has the meaning given to that term in section 3.2(c) of these Satellite Community Wi-Fi Module Terms.

**Shaped Periods** means the periods specified as the "Shaped Periods" under section 2.1(c) of these Satellite Community Wi-Fi Module Terms.

**SMP Network** means the satellite network between the **nbn**<sup>TM</sup> Downstream Network Boundary and the **nbn**<sup>TM</sup> Upstream Network Boundary that is owned or controlled by, or operated by or on behalf of, **nbn** (or any Related Body Corporate of **nbn**).

**Special Terms** means those sections of the [nbn<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Product Terms](#), the [Service Terms \(nbn<sup>TM</sup> SMP Portal\)](#) and these Satellite Community Wi-Fi Module Terms identified as "Special Terms".

**Time of Day Data** means, in respect of an **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi service, Unmetered Data within Traffic Profile(s) specified as "Time of Day Data" under section 2.1(c) of these Satellite Community Wi-Fi Module Terms.

**UNI-D** or **User Network Interface – Data** means a data port on an NTD, as described in section 2 of the [nbn<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Product Description](#) or section 2.2 of these Satellite Community Wi-Fi Module Terms (as the context requires);

**Unmetered Data** means, in respect of an **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Community Wi-Fi service, all data transferred by that service that is not Metered Data. Unmetered Data includes Time of Day Data.

**WAP** or **Wireless Access Point** means an item of customer premises equipment as described in section 2.3 of these Satellite Community Wi-Fi Module Terms.