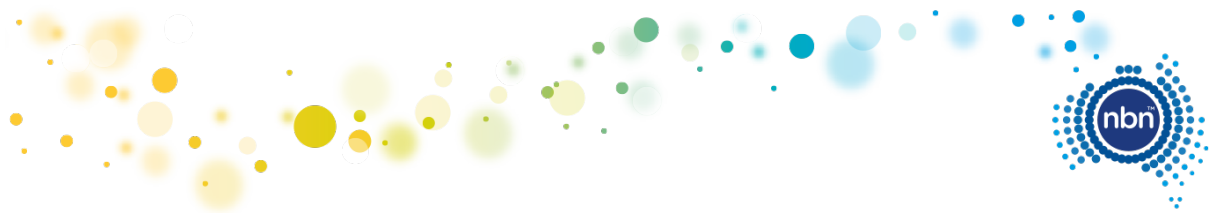


nbn™ BSS ILA Discounts, Credits and Rebates List



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nbn™ BSS ILA Discounts, Credits and Rebates List

Version	Description	Effective Date
1.0	First issued version of nbn™ BSS ILA Discounts Credits and Rebates List	Execution Date
1.1	Amendments to nbn™ ABSL3 Term Discount	22 November 2019
1.2	Amendments to nbn™ ABSL3 Term Discount in respect of nbn™ ABSL3 (Contended)	3 August 2020
1.3	Amendments to nbn™ VISP 30/5 Hardware Credit in respect of nbn™ VISP	9 November 2020

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Environment

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

Introduction

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

All amounts within this document are shown exclusive of GST.

Roadmap

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

Part A Discounts, Credits and Rebates Processes

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

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2	Discount, Credit and Rebate Claims	4

Part B: List of current Discounts, Credits and Rebates

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

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Part C: Details and Conditions

Part C sets out further details and conditions that apply to each currently available Discount, Credit and Rebate listed in the table in Part B.

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Part A: Discounts, Credits and Rebates Processes

1. Changes to **nbn**TM BSS ILA Discounts, Credits and Rebates

nbn may change this **nbn**TM BSS ILA Discounts, Credits and Rebates List:

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

2. Discount, Credit and Rebate Claims

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

Part B: List of current Discounts, Credits and Rebates

3. Current Discounts, Credits and Rebates

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

#	Name	Description	Duration	Details and conditions
1	nbn TM ABSL3 Term Discount	A Discount to specified recurring Charges for nbn TM ABSL3 Products based on the term of the contract.	3 years from the Product Launch Date in respect of nbn TM ABSL3	Refer Section 4
2	nbn TM ABSL3 Burst Discount	A Discount to the recurring Charges for Burst applied to nbn TM ABSL3	3 years from the Product Launch Date in respect of nbn TM ABSL3	Refer Section 5
3	Contracted Data Usage Discount (nbn TM VISP)	A Discount to the recurring Charges for contracted nbn TM VISP Data	2 years from BSS ILA Launch Date	Refer to Section 6
4	Bronze Assurance Charge Waiver	A Waiver of specified Charges for the Assurance - Bronze option for nbn TM ABSL3	2 years from the Product Launch Date in respect of nbn TM ABSL3	Refer Section 7
5	On-boarding Charge Waiver	A Waiver of specified Charges for On-boarding	6 months from the relevant Product Launch Date	Refer Section 8
6	B-NNI Installation Charge Discount	A Discount to specified B-NNI installation and activation Charges	2 years from the relevant Product Launch Date	Refer to Section 9
7	nbn TM VISP 30/5 Hardware Credit	A Credit in respect of certain Charges in connection with nbn TM VISP	9 November 2020 – 28 February 2021	Refer to Section 10

Notes:

1. No notice period will apply during the 3 years from the Product Launch Date in respect of the Term Discounts on **nbn**TM ABSL3
2. No notice period will apply during the 3 years from the Product Launch Date in respect of the **nbn**TM ABSL3 Burst Discount
3. No notice period will apply during the 2 years from the BSS ILA Launch Date in respect of the **nbn**TM VISP Data Usage Contract Discount
4. No notice period will apply during the 2 years from the Product Launch Date in respect of to the Bronze Assurance Charge Waiver for **nbn**TM ABSL3 services

Part B: List of current Discounts, Credits and Rebates

5. *No notice period will apply during the 6 months from the relevant Product Launch Date in respect of the On-boarding Charge Waiver*
6. *For clarity it is **nbn's** intention to not amend or withdraw these Discounts and Waivers per notes 1-5 through on notice to Customer per Section 1 during the Duration notified.*

Part C: Details and Conditions

The details and conditions in section 4 apply in respect of the **nbn**TM ABSL3 Term Discount described in section 3.

4. **nbn**TM ABSL3 Term Discount

4.1 Eligibility / Availability Criteria

- (a) Subject to sections 4.1(b) to 4.1(d), **nbn** will provide the following **nbn**TM ABSL3 Term Discounts (in this section 4, the **Term Discount**) in respect of Eligible Recurring Charges:

Minimum Term	Term Discount
0 years	0%
1 year	15% (nbn TM ABSL3 (Uncontended) only)
2 years	20%
3 years	25% (nbn TM ABSL3 (Uncontended) only)

- (b) The **Eligible Recurring Charges** to which the Term Discount applies are the recurring Charges for **nbn**TM ABSL3 Access Components in respect of which Customer has not selected Burst.
- (c) The Term Discount will apply in respect of an Eligible Recurring Charge:
- (i) based on the Minimum Term that Customer selects in the relevant order for the corresponding Product Feature (**Eligible Product Feature**);
 - (ii) only if Customer's order for the Eligible Product Feature is Acknowledged and completed by **nbn** during the period in which this Discount is available under item 1 of the table in section 3; and
 - (iii) in each Billing Period in which the Eligible Recurring Charge applies during the period in which this Discount is available under item 1 of the table in section 3.
- (d) If a Term Discount applies in connection with an Eligible Product Feature and Customer submits a Modify Order to increase the relevant BVC bandwidth profile, then:
- (i) for the purpose of the Term Discount, the relevant Minimum Term will not be affected; and
 - (ii) the Term Discount applicable to the relevant Eligible Recurring Charges before the Modify Order will continue to apply after the Modify Order up to the end of the Minimum Term.

4.2 Process to Claim

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

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

The details and conditions in section 5 apply in respect of the **nbn**TM ABSL3 Burst Discount described in section 3.

5. **nbn**TM ABSL3 Burst Discount

5.1 Eligibility / Availability Criteria

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

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

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

5.2 Process to Claim

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

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

The details and conditions in section 6 apply in respect of the Contracted Data Usage Discount (**nbn**TM VISP) described in section 3.

6. Contracted Data Usage Discount (**nbn**TM VISP)

6.1 Eligibility / Availability Criteria

- (a) Subject to section 6.1(b), **nbn** will provide a Contracted Data Usage Discount in respect of the recurring Charge for the **nbn**TM VISP Access Component excluding any Charges for data usage allowance top-ups (**Contracted Data Usage Charge**) as follows:

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

- (b) The Contracted Data Usage Discount will apply in respect of a Contracted Data Usage Charge:
- (i) only if Customer's order for the relevant **nbn**TM VISP Access Component is Acknowledged by **nbn** during the period in which this Discount is available under item 3 of the table in section 3; and
 - (ii) in each Billing Period in which the **nbn**TM VISP Access Component is supplied, for a period of 2 years from the date of the relevant order for the **nbn**TM VISP Access Component.

6.2 Process to Claim

nbn will apply any Contracted Data Usage Discount automatically.

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

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

7. Bronze Assurance Charge Waiver

7.1 Eligibility / Availability Criteria

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

7.2 Process to Claim

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

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

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

8. On-boarding Charge Waiver

8.1 Eligibility / Availability Criteria

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

8.2 Process to Claim

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

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

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

9. B-NNI Installation Charge Discount

9.1 Eligibility / Availability Criteria

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

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

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

9.2 Process to Claim

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

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

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

10. **nbn**TM VISP 30/5 Hardware Credit

10.1 Eligibility / Availability Criteria

- (a) In this section 10, an **Eligible nbn**TM **VISP 30/5 Service** is an **nbn**TM VISP Ordered Product that has been validly ordered by Customer:
- (i) with the 30/5 Mbps Forward/Return bandwidth profile;
 - (ii) to be supplied for a minimum period of two (2) years from the date the order for the relevant Eligible **nbn**TM VISP 30/5 Service is completed; and
 - (iii) where the order is completed on a date that is within the period that this Credit is available under item 8 of the table in section 3.
- (b) Subject to the terms of this section 10, for each VSAT NTD supplied by **nbn** in connection with an Eligible **nbn**TM VISP 30/5 Service, **nbn** will provide a Credit to Customer in accordance with the following table:

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

- (c) Customer must pay to **nbn** an amount equal to any **nbn**TM VISP 30/5 Hardware Credit paid in respect of that Eligible **nbn**TM VISP 30/5 Service if **nbn** either:
- (i) disconnects or ceases to supply an Eligible **nbn**TM VISP 30/5 Service before the expiry of the minimum contracted period referred to in section 10.1(a)(ii) as a result of Customer submitting a Disconnect Order (other than a Disconnect Order referred to in section 10.1(d)); or
 - (ii) modifies the supply of an Eligible **nbn**TM VISP 30/5 Service before the expiry of the minimum contracted period referred to in section 10.1(a)(ii), as a result of Customer submitting a Modify Order, such that the Ordered Product has a 30/1 Mbps Forward/Return bandwidth profile.
- Note:** This amount is in addition to any Eligible Termination Payment that Customer must pay as detailed in the [nbn](#)TM BSS ILA Price List.
- (d) Section 10.1(c) does not apply to a Disconnect Order placed in respect of an Eligible **nbn**TM VISP 30/5 Service if, on the same day, Customer places a Connect Order for an **nbn**TM ABSL3 Product that will be supplied to:
- (i) the same Contracted End User; and
 - (ii) the same Premises.

10.2 Term

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

10.3 Process to Claim

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

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