



nbn-Confidential: Commercial

30 October 2020

Dear Customer,

nbn™ Business Satellite Services Test Services Program

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 Head Terms**) and the Price List (**BSS-ILA Price List**), that form part of the BSS-ILA. The “Test Description: **nbn™ Business Satellite Services Test Service Program**” that is available on **nbn**’s Website, and which Customer may have entered into with **nbn**, as at the date of this letter agreement, is due to expire on 31 October 2020 (**Prior Test Agreement**).

Subject to the terms and conditions of this letter agreement, **nbn** is now offering Customer the opportunity to designate up to five **nbn™ BSS Ordered Products** as “BSS Test Services” for the purposes of conducting testing, demonstration and other development activities.

Action required

If Customer wishes to accept this offer, please sign and return a copy of this letter agreement to contractmanager@nbnco.com.au. Alternatively, if you would like to execute this letter agreement using DocuSign, please request this via email to contractmanager@nbnco.com.au.

If you have any questions about this letter agreement, please email contractmanager@nbnco.com.au.



A. nbn™ Business Satellite Services Test Services

Availability of test services

1. Subject to the terms of this letter agreement, during the Term and under the BSS-ILA, Customer may order:
 - a. up to two **nbn™** BSS Products (each, an **RSP-terminated Test Service**):
 - i. to be designated by Customer at the time of ordering as an “RSP-terminated Test Service”; and
 - ii. which are each supplied to a Customer Test Premises; and
 - b. up to three **nbn™** BSS Products (each, an **End User-terminated Test Service**):
 - i. to be designated by Customer at the time of ordering as an “End User-terminated Test Service”; and
 - ii. which are each supplied to an End User Test Premises,

(each, a **BSS Test Service** and together, the **BSS Test Services**).
2. Despite anything else in this letter agreement or the BSS-ILA:
 - a. **nbn** may:
 - i. deprioritise the data transfers of any RSP-terminated Test Service; or
 - ii. reduce the maximum data transfer rate of any RSP-terminated Test Service’s IAC or BVC (as applicable),

to the extent that **nbn** determines, acting reasonably, is necessary to support the supply of ordered products other than RSP-terminated Test Services, whether for Customer or any Other Customer; and
 - b. during the Term, in respect of each BSS Test Service:
 - i. if Customer wishes to modify the location of the Customer Test Premises or End User Test Premises (as applicable) initially nominated by Customer at the time of ordering, Customer must submit a Disconnect Order in respect of the BSS Test Service and may then place a separate order for an **nbn™** BSS Product that is not a BSS Test Service ;
 - ii. Customer must not submit a Modify Order to modify the location of the Customer Test Premises or End User Test Premises (as applicable) initially nominated by Customer at the time of ordering;
 - iii. **nbn** may reject or cancel any such Modify Orders to modify the location of the Customer Test Premises or End User Test Premises (as applicable) initially nominated by Customer at the time of ordering; and
 - iv. Customer will be accountable for any costs associated with the disconnection and removal of the BSS Test Service.
3. Purposes of the Test Services:



- a. Customer may designate up to five **nbn**[™] BSS Ordered Products as “BSS Test Services” for the purposes of conducting testing, demonstration and other development activities:

Waivers

4. **nbn** waives its right to require Customer to pay the following Charges or amounts under the BSS-ILA in respect of each BSS Test Service:
 - a. in respect of each RSP-terminated Test Service, any Monthly Recurring Charges except in circumstances where Customer exceeds any applicable the VISP Test Service Data Usage Allowance Limit in two consecutive Billing Periods, in which case paragraph 5 applies; and
 - b. any Early Termination Payment that may otherwise be payable by Customer in accordance with the BSS-ILA Price List.
5. If Customer exceeds any VISP Test Service Data Usage Allowance Limit in the manner described in paragraph 4.a, then, in each subsequent Billing Period, **nbn** may require Customer to pay Monthly Recurring Charges for any data usage in excess of the VISP Test Service Data Usage Allowance Limit in accordance to the BSS-ILA and any applicable Discount, Credit, Rebate or Waiver.
6. For clarity, all other relevant Charges or amounts, including for the Facilities Access Service, B-NNI, equipment, installation and activation, will be payable by Customer as per the BSS-ILA Price List.

Pre-existing test services

7. If, as at the date that this letter agreement commences, **nbn** is already supplying services to Customer under a Prior Test Agreement:
 - a. **nbn** may, pursuant to section 8.1(c)(ii) of the Prior Test Agreement, and subject to paragraph 8, transition the supply of those services to the BSS-ILA, subject to the terms of this letter agreement; and
 - b. to give effect to this paragraph 7, Customer waives the notice period specified in section 8.1(c) of the Prior Test Agreement.
8. If **nbn** has been supplying more services to Customer under the Prior Test Agreement than the limits specified in paragraph 1:
 - a. **nbn** may, pursuant to section 8.1(c)(i) of the Prior Test Agreement, cease supplying any such service in excess of the limits in paragraph 1 (selected by **nbn** in its discretion); and
 - b. to give effect to this paragraph 8, Customer waives the notice period specified in section 8.1(c) of the Prior Test Agreement.

Definitions

9. **Customer Test Premises** means a location owned or occupied by Customer or Customer’s Personnel that is:
 - a. Serviceable in respect of **nbn**[™] BSS; and
 - b. nominated by Customer to receive an RSP-terminated Test Service;



10. **End User Test Premises** means a Premises that is:
 - a. Serviceable in respect of **nbn**[™] BSS; and
 - b. not otherwise nominated by Customer to be a Customer Test Premises;
11. **VISP Test Service Data Usage Allowance Limit** means, in respect of an **nbn**[™] VISP Ordered Product supplied under this letter agreement as a BSS Test Service:
 - a. 300 GB; and
 - b. if the **nbn**[™] VISP Ordered Product is being supplied with the Disaster Recovery Product Feature, 20 GB in respect of the Disaster Recovery Product Feature.

B. Term and termination

12. This letter agreement:
 - a. commences on the date on which it is signed by Customer and returned to **nbn**; and
 - b. expires on the Expiry Date, unless extended or terminated earlier by **nbn** in accordance with paragraph 13,
(Term).
13. **nbn** may amend or terminate this letter agreement on 30 days' written notice to Customer.
14. If **nbn** amends this letter agreement under paragraph 13, 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.
15. Clause F13 of the WBA SFAA Head Terms, as that clause is incorporated into the BSS-ILA, is incorporated into this letter agreement as though set out in full with references to:
 - a. "Agreement" being read as references to this letter agreement; and
 - b. "Ordered Product" being read as references to a BSS Test Service.

C. General

16. Unless otherwise specified, capitalised terms used in this letter agreement have the meanings given to those terms in:
 - a. the BSS-ILA; and
 - b. any Discounts, Credits and Rebates List that may be provided under that agreement.
17. All charges referred to in this letter agreement are exclusive of GST.
18. Except as expressly specified:
 - a. this letter agreement does not vary the BSS-ILA; and



- b. all 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 Head Terms) will continue to apply to the supply of the BSS Test Services.
- 19. Nothing in this letter agreement affects the accrued rights and liabilities of either party under the BSS-ILA between **nbn** and Customer.
- 20. 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.
- 21. 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.

Yours sincerely

Andrew Walsh
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