

Discounts, Credits and Rebates Annexure to the **nbn**TM Enterprise Ethernet Price List

Wholesale Broadband Agreement





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Environment

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Part A List of current Discounts, Credits, Rebates and Waivers applicable to nbn™ Enterprise Ethernet

A1.1 Current Discounts, Credits, Rebates and Waivers

The following Discounts, Credits, Rebates and Waivers, applicable to nbn™ Enterprise Ethernet, are currently available to RSP subject to the corresponding conditions set out in Parts B and C.

#	Name	Description	Duration	Details and conditions
Long-term Discounts, Credits, Rebates and Waivers (Part B)				
1.	Enterprise Ethernet Term Discount	A Discount applied to specified Charges associated with nbn™ Enterprise Ethernet Ordered Products for which a specified Minimum Term applies.	Start Date - 31 October 2021	Section B1.1
2.	1G+ Enterprise Ethernet Discount	A Discount provided in respect of certain nbn™ Enterprise Ethernet Ordered Products to facilitate supply to Premises with high bandwidth requirements.	Start Date - 28 February 2025	Section B1.2
3.	Enterprise Ethernet OVC Discount	A Discount applied to recurring Charges for specified OVC Product Components.	Start Date – 27 September 2022	Section B1.3
4.	Non Standard Installation Charges Waiver	A partial Waiver of the Labour Rate and Materials Charge for Non Standard Installations for nbn™ Enterprise Ethernet Ordered Products.	Start Date – 30 November 2021	Section B1.4
5.	Enterprise Ethernet Channel Incentive Rebate	A Rebate provided in respect of new orders for specified nbn™ Enterprise Ethernet Ordered Products	Start Date – 30 June 2021	Section B1.5

Short-term Discounts, Credits, Rebates and Waivers (Part C)				
6.	Business First Rebate	<p>A Rebate provided in respect of new orders for specified nbn™ Ethernet and nbn™ Enterprise Ethernet Ordered Products.</p> <p><i>(Note: nbn will not provide any further Business First Rebates, as the Campaign Period for this Rebate has expired – see section C1.5 of the nbn™ Ethernet Discounts, Credits and Rebates Annexure for further details)</i></p>	<p>Start Date – 31 March 2021</p>	<p>See the nbn™ Ethernet Discounts, Credits and Rebates Annexure</p>



Part B Details and conditions for Long-term Discounts, Credits, Rebates and Waivers

The details and conditions in section B1.1 apply in respect of the Enterprise Ethernet Term Discount described in Part A.

B1.1 Enterprise Ethernet Term Discount

B1.1.1 Enterprise Ethernet Term Discount details

- (a) Subject to the terms of this section B1.1, a discounted Charge will apply for each Standard Installation, OVC, UNI and Route Aggregation for each **nbn**TM Enterprise Ethernet Ordered Product that has:
- (i) an Order Acknowledged on or after the EE Price Transition Date; and
 - (ii) a specified Minimum Term.
- (b) Subject to section B1.1.1(c), the discounted Charge applied under section B1.1.1(a) will be the applicable Charge in the Price List for **nbn**TM Enterprise Ethernet on the date of the relevant Order Acknowledgement less the corresponding Discount in the following table on the date of the relevant Order Acknowledgement:

Specified Minimum Term	Charge in the Price List for nbn TM Enterprise Ethernet	Discount
24 Months	Standard Installation Charge	75%
	Recurring Charge for the OVC Product Component	10%
	Recurring Charge for the UNI Product Component	10%
	Recurring Charge for the Route Aggregation Product Feature	10%
36 Months	Standard Installation Charge	100%
	Recurring Charge for the OVC Product Component	15%
	Recurring Charge for the UNI Product Component	15%
	Recurring Charge for the Route Aggregation Product Feature	15%

- (c) If the Enterprise Ethernet OVC Discount in section B1.3.1 applies to an OVC Product Component of an **nbn**TM Enterprise Ethernet Ordered Product on the date of the relevant Order Acknowledgement for that **nbn**TM Enterprise Ethernet Ordered Product, the discount under section B1.1.1(a) will be applied to the effective Charge for that OVC Product Component under section B1.3.1, rather than applying to the corresponding Charge in the [Price List for **nbn**TM Enterprise Ethernet](#).

B1.1.2 Special Conditions

Duration of each Enterprise Ethernet Term Discount

- (a) Each discounted Charge that applies to an **nbn**TM Enterprise Ethernet Ordered Product under section B1.1.1 will continue to apply to that **nbn**TM Enterprise Ethernet Ordered Product for as long as **nbn** supplies that **nbn**TM Enterprise Ethernet Ordered Product without modification until the date on which **nbn** withdraws or amends the [nbnTM Enterprise Ethernet Price List](#) or the applicable discount in section B1.1.1(b).

Amendments, suspensions and withdrawals

- (b) Subject to section B1.1.2(c), for changes to this Enterprise Ethernet Term Discount that are permitted under clause F4.9(g)(iii)(C) of the [Head Terms](#), **nbn** will give not less than 6 months' notice to RSP.

Note: Section B1.1.2(b) provides for a longer minimum notice period for specified changes than the minimum notice period that otherwise applies under the [Head Terms](#). Minimum notice periods for other changes, set out in other clauses of the [Head Terms](#), are unaffected.

- (c) **nbn** will ensure that any suspension, withdrawal or amendment to the terms of this Enterprise Ethernet Term Discount in accordance with this Agreement will not adversely affect the effective discounted Charge that applies during the Minimum Term of an **nbn**TM Enterprise Ethernet Ordered Product that is being supplied at the time of the suspension, withdrawal or amendment.

B1.1.3 Process to Claim

nbn will automatically apply any applicable Enterprise Ethernet Term Discount.

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

The details and conditions in section B1.2 apply in respect of the 1G+ Enterprise Ethernet Discount described in Part A.

B1.2 1G+ Enterprise Ethernet Discount

B1.2.1 Discounts and waiver

- (a) Subject to the terms of this section B1.2, **nbn** will apply an effective Charge for High Bandwidth and Associated UNIs as follows:
- (i) an effective recurring Charge for High Bandwidth as follows:

High Bandwidth acquired (in symmetrical Gbps)	Charge
2	\$988.00
3	\$1,162.80
4	\$1,307.20

(ii) an effective recurring Charge for Associated UNIs:

Charge
\$0

(b) For the purposes of this section B1.2:

- (i) **High Bandwidth** means the acquisition by RSP of aggregate OVC CoS-H bandwidth profiles equal to 2 Gbps, 3 Gbps or 4 Gbps in multiple High Bandwidth OVCs supplied at the same time, to the same point in the same Premises, for the same End User;
- (ii) **High Bandwidth OVC** means a 1000 Mbps CoS-H bandwidth profile OVC; and
- (iii) **Associated UNI** means:
 - (A) the UNI associated with the second of a group of High Bandwidth OVCs; and
 - (B) to the extent relevant, the UNI associated with the third and fourth of a group of High Bandwidth OVCs.

(c) Subject to section B1.2.2(a), the effective recurring Charge for High Bandwidth will be applied as discounts to the recurring Charges for each High Bandwidth OVC.

Note: Each component 1000 Mbps bandwidth profile operates at less than 1000 Mbps because of normal equipment and network overheads. For further detail, see the [nbn™ Enterprise Ethernet Product Description](#) and [nbn™ Enterprise Ethernet Product Technical Specification](#).

B1.2.2 Eligibility

- (a) High Bandwidth may include a maximum of one High Bandwidth OVC with an Order Acknowledgement date before the EE Price Transition Date, in which case the effective recurring Charge for High Bandwidth will be applied as follows:
 - (i) the recurring Charge that is set out in the Price Confirmation for the High Bandwidth OVC with an Order Acknowledgement before the EE Price Transition Date will apply to that High Bandwidth OVC; and

- (ii) the effective recurring Charge will be applied as discounts to the recurring Charges for the remaining High Bandwidth OVCs.
- (b) If RSP acquires five or more High Bandwidth OVCs (and Associated UNIs) at the same time, to the same point in the same Premises, for the same End User, **nbn** will:
 - (i) apply the effective Charges under section B1.2.1 in respect of the first four High Bandwidth OVCs and Associated UNIs; and
 - (ii) not apply the effective Charges under section B1.2.1 in respect of the fifth and subsequent High Bandwidth OVCs and Associated UNIs.
- (c) If an OVC or UNI ceases to qualify as a High Bandwidth OVC or Associated UNI (respectively) during a Billing Period, **nbn** will only apply the relevant effective Charges under section B1.2.1(a) on a pro-rata daily basis in that Billing Period for the portion of the Billing Period during which the OVC or UNI was a High Bandwidth OVC or Associated UNI (as applicable).

B1.2.3 Interaction with other Discounts, Credits, Rebates and Waivers

If an Enterprise Ethernet Term Discount applies to a High Bandwidth OVC, the Enterprise Ethernet Term Discount will be applied after the application of this 1G+ Enterprise Ethernet Discount.

B1.2.4 Extensions, withdrawals and variations

For changes to this 1G+ Enterprise Ethernet Discount that are permitted under clause F4.9(g)(iii)(C) of the [Head Terms](#), **nbn** will give 12 months' notice to RSP and will make available High Bandwidth that is:

- (a) supplied through one or more OVC CoS-H bandwidth profiles higher than 1000 Mbps;
- (b) subject to effective recurring charges which are equivalent or lower than the effective recurring Charges set out in section B1.2.1(a)(i) for equivalent amounts of High Bandwidth; and
- (c) introduced on or before the effective date of that change.

Note: Section B1.2.4 provides for a longer minimum notice period for specified changes than the minimum notice period that otherwise applies under the [Head Terms](#). Minimum notice periods for other changes, set out in other clauses of the [Head Terms](#), are unaffected.

B1.2.5 Process to Claim

- (a) **nbn** will automatically apply any applicable discount or waiver under this section B1.2.

Note: RSP does not need to submit any Credit/Rebate Claim Form in respect of this 1G+ Enterprise Ethernet Discount.

The details and conditions in section B1.3 apply in respect of the Enterprise Ethernet OVC Discount described in Part A.

B1.3 Enterprise Ethernet OVC Discount

B1.3.1 Enterprise Ethernet OVC Discount details

(a) Subject to the terms of this section B1.3, for each OVC Product Component of each **nbn**™ Enterprise Ethernet Ordered Product for which Order Acknowledgement occurs during the term of this Enterprise Ethernet OVC Discount, **nbn** will apply a discount to achieve an effective recurring Charge per Billing Period as set out in the table below:

Bandwidth profile (Symmetrical Mbps)	Effective recurring Charge*		
	CoS-L	CoS-M	CoS-H
10	\$170.00	\$207.00	\$245.00
20	\$170.00	\$223.00	\$275.00
30	\$170.00	\$230.00	\$289.00
40	\$170.00	\$233.00	\$296.00
50	\$170.00	\$239.00	\$308.00
60	\$170.00	\$271.00	\$372.00
70	\$170.00	\$275.00	\$379.00
80	\$170.00	\$278.00	\$386.00
90	\$170.00	\$282.00	\$393.00
100	\$170.00	\$285.00	\$400.00
150	\$229.00	\$347.00	\$438.00
200	\$229.00	\$386.00	\$475.00
250	\$229.00	\$426.00	\$513.00
300	\$380.00	\$465.00	\$550.00
350	\$420.00	\$483.00	\$573.00

Bandwidth profile (Symmetrical Mbps)	Effective recurring Charge*		
	CoS-L	CoS-M	CoS-H
400	\$430.00	\$502.00	\$597.00
450	\$440.00	\$520.00	\$620.00
500	\$450.00	\$538.00	\$643.00
600	\$460.00	\$557.00	\$667.00
700	\$470.00	\$575.00	\$690.00
800	\$480.00	\$593.00	\$713.00
900	\$490.00	\$612.00	\$737.00
1000	\$500.00	\$630.00	\$760.00

* **Note:** The recurring Charges in grey cells replicate the Charges specified in the [nbn™ Enterprise Ethernet Price List](#). These Charges are unaffected by this Enterprise Ethernet OVC Discount and are set out in the table above for ease of reference.

- (b) In any Billing Period, if this Enterprise Ethernet OVC Discount applies for less than the whole Billing Period, **nbn** will apply this Discount on a pro-rata daily basis.

B1.3.2 Interaction with other Discounts, Credits, Rebates and Waivers

If an Enterprise Ethernet Term Discount under section B1.1.1 applies to an OVC Product Component of an **nbn™** Enterprise Ethernet Ordered Product, the Enterprise Ethernet Term Discount will be applied to the effective recurring Charges set out in section B1.3.1.

B1.3.3 Amendments, suspensions and withdrawals

- (a) Subject to section B1.3.3(b), for changes to this Enterprise Ethernet OVC Discount that are permitted under clause F4.9(g)(iii)(C) of the [Head Terms](#), **nbn** will give not less than 6 months' notice.

Note: Section B1.3.3(a) provides for a longer minimum notice period for specified changes than the minimum notice period that otherwise applies under the [Head Terms](#). Minimum notice periods for other changes, set out in other clauses of the [Head Terms](#), are unaffected.

- (b) **nbn** will ensure that any suspension, withdrawal or amendment to the terms of this Enterprise Ethernet OVC Discount in accordance with this Agreement will not adversely affect the effective recurring Charge with respect to an OVC Product Component of any **nbn™** Enterprise Ethernet Ordered Product that is being supplied at the time of the suspension, withdrawal or amendment.

B1.3.4 Process to Claim

nbn will automatically apply this Enterprise Ethernet OVC Discount.

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

The details and conditions in section B1.4 apply in respect of the Non Standard Installation Charges Waiver described in Part A.

B1.4 Non Standard Installation Charges Waiver

B1.4.1 Details

nbn waives the Labour Rate and Materials Charge for a Non Standard Installation performed in connection with an **nbn**[™] Enterprise Ethernet Ordered Product to the extent that it exceeds the Charge for a Standard Installation.

Note: *The effect of this Waiver is that for the period the Waiver is effective in accordance with Part A, the Charge for a Non Standard Installation performed for an **nbn**[™] Enterprise Ethernet Ordered Product will be \$5,000.*

B1.4.2 Process to claim

nbn will provide RSP the Non Standard Installation Charges Waiver by omitting or listing as not payable the specified waived portion of the Charge in RSP's invoices.

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

B1.5 Enterprise Ethernet Channel Incentive Rebate

B1.5.1 Rebate details

- (a) Subject to the terms of this section B1.5, **nbn** will provide an Enterprise Ethernet Channel Incentive Rebate to RSP, calculated in accordance with the table below, for each Enterprise Ethernet Channel Incentive Order submitted by RSP for one or more **nbn**TM Enterprise Ethernet OVC Product Components listed in the table below:

Bandwidth profile (Symmetrical Mbps) ¹	Enterprise Ethernet Channel Incentive Rebate (excluding GST) ^{2, 3, 4}
10, 20, 30, 40, 50, 60, 70, 80, 90, 100, 150, 200, 250	\$600
300, 350, 400, 450, 500, 600, 700, 800, 900, 1000	\$1000

Notes:

1. The bandwidth profile of (and Rebate applicable to) an **nbn**TM Enterprise Ethernet OVC Product Component will be determined as at the time **nbn** Completes the Enterprise Ethernet Channel Incentive Order for that Product Component.
2. OVC bandwidth profiles are available in three Classes of Service: CoS-L (EIR), CoS-M (CIR and EIR at a 1:3 ratio) and CoS-H (CIR). The Enterprise Ethernet Channel Incentive Rebate for a specific bandwidth profile in the table above applies in respect of that bandwidth profile for any of these Classes of Service.
3. If an Enterprise Ethernet Channel Incentive Order is for an OVC with more than one Class of Service, then the Enterprise Ethernet Channel Incentive Rebate that applies will be the Enterprise Ethernet Channel Incentive Rebate for the highest bandwidth profile of any of the Classes of Service.
4. If an Enterprise Ethernet Channel Incentive Order is for more than one OVC, then the Enterprise Ethernet Channel Incentive Rebate that applies will be the Enterprise Ethernet Channel Incentive Rebate for the highest bandwidth profile of any of the Classes of Service across all of those OVCs. The Enterprise Ethernet Channel Incentive Rebate will not apply to the other Classes of Services and other OVCs which form part of that Enterprise Ethernet Channel Incentive Order.

- (b) For the purposes of this section B1.5:

- (i) **Enterprise Ethernet Channel Incentive Order** means a Connect Order for one or more OVC Product Components of **nbn**TM Enterprise Ethernet that is:
- (A) placed through the **nbn**TM Enterprise Ethernet Service Portal or B2B Access;
 - (B) Acknowledged during the Campaign Period; and
 - (C) Completed on or before 31 August 2021.

- (ii) **Business Unit** means, in respect of RSP and as identified by RSP in accordance with the processes notified by **nbn**, each business unit, division or department within RSP's organisation through which RSP markets, sells and supplies RSP Products, which may include a business unit, division or department specific to:
 - (A) wholesale RSP Products;
 - (B) retail RSP Products;
 - (C) RSP Products for enterprise and government End Users;
 - (D) RSP Products for small-medium business End Users; or
 - (E) RSP Products for residential End Users.
- (iii) **Campaign Period** means the period from 1 December 2020 to 30 June 2021;
- (iv) **Sales Activity Plan** means, in respect of one or more Business Units, a sales activity plan prepared by RSP in the form prescribed by **nbn** from time to time and in accordance with section B1.5.3 and
- (v) **Term** means the duration of this Enterprise Ethernet Channel Incentive Rebate as set out in Part A and as amended from time to time in accordance with the terms of this Enterprise Ethernet Channel Incentive Rebate.

B1.5.2 Enterprise Ethernet Channel Incentive Orders to which this Rebate relates

- (a) Subject to section B1.5.2(b), **nbn** will only provide an Enterprise Ethernet Channel Incentive Rebate in respect of an Enterprise Ethernet Channel Incentive Order if:
 - (i) RSP has submitted to **nbn**, for **nbn**'s approval, a Sales Activity Plan in respect of the Business Unit to which the Enterprise Ethernet Channel Incentive Order relates by at least the 20th day of the month immediately preceding the month in which the Enterprise Ethernet Channel Incentive Order was Acknowledged by **nbn**; and
 - (ii) **nbn** has approved the Sales Activity Plan by at least the 1st day of the month in which the Enterprise Ethernet Channel Incentive Order was Acknowledged by **nbn**.

Note: RSP only needs to submit one Sales Activity Plan per Business Unit for the Campaign Period. It may be submitted at any time before the Campaign Period or (if it only relates to part of the Campaign Period) up to the 20th day of the second-last month of the Campaign Period. A Sales Activity Plan may relate to multiple Business Units.

- (b) The Enterprise Ethernet Channel Incentive Rebate does not apply to any Enterprise Ethernet Channel Incentive Order:
 - (i) in respect of a Premises at which **nbn**:

- (A) is already supplying any **nbn**TM Ethernet AVC TC-2 Product Component at the time the Enterprise Ethernet Channel Incentive Order is Completed; or
 - (B) has at any time between 1 September 2020 and the expiry of the Campaign Period supplied any **nbn**TM Ethernet AVC TC-2 Product Component;
- (ii) in respect of a Premises at which **nbn**:
- (A) is already supplying any OVC Product Component at the time the Enterprise Ethernet Channel Incentive Order is Completed; or
 - (B) has at any time between 1 September 2020 and the expiry of the Campaign Period supplied any OVC Product Component; or
- (iii) if within three months of the Enterprise Ethernet Channel Incentive Order being Completed, it is subject to:
- (A) a Disconnect Order; or
 - (B) a Modify Order resulting in a lower bandwidth profile.

B1.5.3 Sales Activity Plan

- (a) **nbn** will approve RSP's Sales Activity Plan by notice to RSP if **nbn** is satisfied that either the whole amount of any Enterprise Ethernet Channel Incentive Rebates paid by **nbn** to RSP will be paid by RSP to RSP's sales representatives or sales channels in the form of sales incentives, commissions or similar initiatives, or the activities described in the Sales Activity Plan otherwise meet **nbn**'s objective of incentivising sales of RSP Products and Downstream Products which rely on **nbn**TM Enterprise Ethernet Ordered Products to which this Enterprise Ethernet Channel Incentive Rebate relates.
- (b) RSP must provide to **nbn** on request any further information and assistance requested by **nbn** in respect of any Sales Activity Plan submitted by RSP, including as required to:
 - (i) enable **nbn** to determine whether to approve the Sales Activity Plan pursuant to section B1.5.3(a); and
 - (ii) evidence RSP's achievement of the sales milestones and compliance with any other commitments specified in the Sales Activity Plan following its approval.
- (c) If RSP fails to:
 - (i) achieve any sales milestone specified in an approved Sales Activity Plan;
 - (ii) comply with any commitments by RSP as specified in an approved Sales Activity Plan;

- (iii) promptly provide the information and assistance referred to in section B1.5.3(b)(ii) to **nbn**'s reasonable satisfaction; or
- (iv) in **nbn**'s reasonable opinion, comply with the objectives of the Enterprise Ethernet Channel Incentive Rebate,

then **nbn** may do one or more of the following:

- (v) consult with RSP with a view to resolving the situation (which may, for example, include approving an amended Sales Activity Plan or requiring RSP to take certain actions or refrain from taking certain actions);
- (vi) determine not to pay any accrued Enterprise Ethernet Channel Incentive Rebates to RSP, including any Enterprise Ethernet Channel Incentive Rebates which RSP would, but for this section B1.5.3(c), be eligible to receive; and
- (vii) determine that RSP is ineligible to receive any future Enterprise Ethernet Channel Incentive Rebates.

B1.5.4 Enterprise Ethernet Channel Incentive Rebate Cap

- (a) **nbn** will only pay Enterprise Ethernet Channel Incentive Rebates in respect of a maximum of 10 Premises per End User to whom RSP and any Downstream Service Provider supplies RSP Products and Downstream Products.
- (b) If the cap referred to in section B1.5.4(a) is reached in respect of an End User:
 - (i) RSP must promptly notify **nbn**; and
 - (ii) RSP will not be eligible for, and **nbn** will not pay, any further Enterprise Ethernet Channel Incentive Rebates for any other Enterprise Ethernet Channel Incentive Orders placed by RSP in connection with that End User.

B1.5.5 Process to Claim

- (a) **nbn** will automatically apply this Enterprise Ethernet Channel Incentive Rebate in accordance with the table below:

For Enterprise Ethernet Channel Incentive Orders Completed:	nbn will automatically apply this rebate to an invoice issued to RSP by:
between the Start Date and 28 February 2021 (inclusive)	31 March 2021
after 28 February 2021	the last day of the month immediately following the month in which the relevant Enterprise Ethernet Channel Incentive Order is Completed.

- (b) If **nbn** pays any Enterprise Ethernet Channel Incentive Rebates in respect of any Enterprise Ethernet Channel Incentive Order to which the Enterprise Ethernet Channel Incentive Rebate does not apply under this section B1.5, including pursuant to sections B1.5.2(b) or B1.5.3(c),

nbn may, at any time prior to 30 October 2021, adjust the amount of any subsequent invoice it issues to RSP to recover an amount equal to any such Enterprise Ethernet Channel Incentive Rebates paid by **nbn**.

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

Part C Details and conditions for Short-term Discounts, Credits, Rebates and Waivers

Note: *No Short-term Discounts, Credits, Rebates and Waivers specific to **nbn**TM Enterprise Ethernet currently apply.*