

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

Wholesale Broadband Agreement





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Version	Description	Effective Date
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Environment

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Part A List of current Discounts, Credits, Rebates and Waivers

A1.1 Current Discounts, Credits, Rebates and Waivers

The following Discounts, Credits, Rebates and Waivers 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)				
Module B1: General				
1.	50 Kbps CVC Credit	A Credit per AVC TC-4 and UNI bundle which is equal to the recurring Charge which would apply to nbn TM Ethernet for a 50Kbps CVC TC-4, excluding any recurring Charge in connection with a CVC Class.	Start Date – 30 November 2022	Section B1.1
2.	First Battery Credit	A Credit of \$30.00 which nbn will give to RSP if a fault or defect occurs with a First Battery supplied as part of nbn TM Ethernet during the First Battery Warranty Period for that First Battery.	Start Date - 30 November 2022	Section B1.2
3.	Ancillary Charges Waivers	Waiver of certain “ancillary” Charges specified in the nbn Ethernet Price List	Start Date - 30 November 2022	Section B1.3
4.	Professional Wiring Service Charges Waiver	A Waiver of specified Charges associated with Professional Wiring Services.	Start Date - 30 November 2022	Section B1.4
5.	NNI Diversity Upgrade Rebate	A Rebate given in respect of upgrades from a single chassis 10G NNI to a diverse chassis 10G NNI.	Start Date - 30 November 2022	Section B1.5
6.	FTTC Installation Rebate and Waivers	A Rebate of certain costs associated with RSP Managed Installation - FTTC and a corresponding Waiver of certain charges associated with an nbn Professional Installation –FTTC.	Start Date - 30 November 2022	Section B1.6
7.	HFC Installation Waivers and Rebate	Waivers and a Rebate of certain Charges and costs associated with Installation activities in respect of nbn TM Ethernet (HFC) Ordered Products.	Start Date - 30 November 2022	Section B1.7

Part A: List of current Discounts, Credits, Rebates and Waivers

#	Name	Description	Duration	Details and conditions
8.	Change of Access Technology Partial Waiver	A partial Waiver applied in respect of a new Ordered Product supplied over a Subsequent Access Technology where RSP has an existing Ordered Product supplied over the Original Access Technology at the relevant Premises.	Start Date – 30 November 2022	Section B1.8
9.	Access Component Reactivation Waiver	A Waiver applied in respect of certain Access Component Reactivations performed by nbn .	Start Date – 30 November 2021	Section B1.9
Module B2: Business				
10.	TC-4 Business Bundles	A Discount applied to specified business-grade Product Features when acquired as a bundle.	Start Date - 14 April 2024	Section B2.1
11.	TC-2 Business Bundles	A Discount applied to specified business-grade Product Features when acquired as a bundle.	Start Date - 14 April 2024	Section B2.2
Short-term Discounts, Credits, Rebates and Waivers (Part C)				
12.	Forward Rebate	A Rebate given in respect of Connect Orders Acknowledged within 180 days of the relevant Premises becoming Serviceable. <i>(Note: nbn will not provide any further Forward Rebates, as the Campaign Period for this Rebate has expired – see section C1.1 for further details)</i>	Start Date - 21 January 2021	Section C1.1
13.	Fast Anytime 100 Rebate	A Rebate given in respect of new orders for specified high bandwidth profile AVC TC-4 Product Components associated with "Bundled CVCs". <i>(Note: nbn will not provide any further Fast Anytime 100 Rebates, as the Campaign Period for this Rebate has expired – see section C1.2 for further details)</i>	Start Date - 21 January 2021	Section C1.2

#	Name	Description	Duration	Details and conditions
14.	Forward 2.0 Rebate	A Rebate given in respect of Connect Orders Acknowledged within 180 days of the relevant Premises becoming Serviceable. <i>(Note: nbn will not provide any further Forward 2.0 Rebates, as the Campaign Period for this Rebate has expired – see section C1.3 for further details)</i>	Start Date - 21 January 2021	Section C1.3
15.	Fast 2.0 Rebate	A Rebate given in respect of new orders for specified high bandwidth profile AVC TC-4 Product Components associated with “Bundled CVCs”. <i>(Note: nbn will not provide any further Fast 2.0 Rebates, as the Campaign Period for this Rebate has expired – see section C1.4 for further details)</i>	Start Date - 21 January 2021	Section C1.4
16.	Business First Rebate	A Rebate provided in respect of new orders for specified nbn™ Ethernet and nbn™ Enterprise Ethernet Ordered Products <i>(Note: nbn will not provide any further Business First Rebates, as the Campaign Period for this Rebate has expired – see section C1.5 for further details)</i>	Start Date - 31 March 2021	Section C1.5
17.	Professional Wiring Service Modify Order Discount	A Discount applied to specified Charges associated with Professional Wiring Services not performed at the time of a Standard Installation.	Start Date - 31 May 2021	Section C1.6
18.	Illuminate Program Discount	A Discount applied in respect of certain bundled AVC TC-4 Product Components, where the Premises is either: <ul style="list-style-type: none"> • being Connected for the first time; • being reconnected after an extended period of inactivity; or • receiving an Eligible New Online Learning Support Service. 	Start Date – 15 March 2021	Section C1.7



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

Module B1: General

Note: *The Long-term Discounts, Credits, Rebates and Waivers in this Module B1: General have been classified by **nbn** as being focused on residential, or both residential and business, End User segments.*

The details and conditions in section B1.1 apply in respect of the 50 Kbps CVC Credit described in Part A.

B1.1 50 Kbps CVC Credit details and conditions

B1.1.1 Eligibility / Availability Criteria

- (a) In each Billing Period for each CSA, **nbn** will provide RSP with a 50 Kbps CVC Credit for each AVC TC-4 and UNI bundle supplied by **nbn** to RSP in that CSA as at the start of the relevant Billing Period.

Example: if the CVC TC-4 pricing per Mbps is \$17.50 then the 50 Kbps CVC Credit will be \$0.875.

- (b) The total 50 Kbps CVC Credits given to RSP in respect of a Billing Period are capped at the total recurring Charges that apply in respect of all CVCs supplied by **nbn** to RSP in the relevant CSA for that Billing Period, excluding any recurring Charge under section 2.5 of the [nbn™ Ethernet Price List](#).

B1.1.2 Process to Claim

- (a) **nbn** will apply the 50 Kbps CVC Credit to the next invoice following the Billing Period in which the corresponding AVC recurring charge was incurred by RSP.

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

The details and conditions in section B1.2 apply in respect of the First Battery Credit described in Part A

B1.2 First Battery Credit details and conditions

B1.2.1 Eligibility/Availability Criteria

- (a) **nbn** will give the First Battery Credit to RSP in respect of a First Battery if:
- (i) a fault or defect occurs in the First Battery during the First Battery Warranty Period;
 - (ii) RSP is supplied with the Battery Backup Service at the time the fault or defect occurs;
 - (iii) RSP installs a replacement battery in respect of that NTD in accordance with section 8 of the [nbn™ Ethernet Product Terms](#); and
 - (iv) RSP submits a Credit/Rebate Claim in accordance with section B1.2.2.

B1.2.2 Process to Claim

- (a) To lodge a Credit/Rebate claim in respect of a First Battery Credit, RSP must submit a Credit/Rebate Claim Form in accordance with clause B6 of the [Head Terms](#).
- (b) RSP must include the following details in any Credit/Rebate Claim Form for a First Battery Credit:
- (i) the Product Instance ID of the service at the location where the faulty or defective First Battery is located;
 - (ii) the NTD ID where the faulty or defective First Battery is located; and
 - (iii) a copy of the tax invoice/remittance advice for the replacement battery.

The details and conditions in section B1.3 apply in respect of the Ancillary Charges Waiver described in Part A.

B1.3 Ancillary Charges Waiver details and conditions

B1.3.1 Details

- (a) Subject to section B1.3.1(b), **nbn** waives its right to require RSP to pay the following Charges (each an **Ancillary Charge**) in respect of **nbn**TM Ethernet for the period that this Waiver remains effective for the relevant Ancillary Charge in accordance with section B1.3.3:

#	Charge	Applicable to access technology	nbn TM Ethernet Price List section reference
1.	Initial Non-Standard Installations	All	3
2.	Subsequent Installations	nbn TM Ethernet (Fibre); nbn TM Ethernet (Wireless) or nbn TM Ethernet (Satellite)	3
3.	Any Labour Rate or Materials Charges above the minimum charge of \$270 for Subsequent Installations	nbn TM Ethernet (FTTB); nbn TM Ethernet (FTTN); nbn TM Ethernet (FTTC); nbn TM Ethernet (HFC)	3(a)
4.	Access Component Reactivations	nbn TM Ethernet (Satellite)	3(b)
5.	Site Survey	nbn TM Ethernet (Satellite)	3(b)
6.	Equipment Modifications	All	4
7.	Equipment Removals	nbn TM Ethernet (Fibre); nbn TM Ethernet (FTTB); nbn TM Ethernet (FTTN); nbn TM Ethernet (FTTC); nbn TM Ethernet (HFC); nbn TM Ethernet (Wireless)	4(a)
8.	Equipment Repairs	All	4
9.	On Site Maintenance Call Outs	nbn TM Ethernet (Satellite)	5(c)
10.	No Fault Found (No Truck Roll Required)	All	5
11.	No Fault Found (Truck Roll Required)	All	5
12.	No Fault Found (Truck Roll Required and Professional Wiring Service)	nbn TM Ethernet (FTTB); nbn TM Ethernet (FTTN)	5(a)
13.	Late Cancellation (Site Visit Required)	nbn TM Ethernet (FTTB); nbn TM Ethernet (FTTN);	5

#	Charge	Applicable to access technology	nbn™ Ethernet Price List section reference
		nbn™ Ethernet (FTTC); nbn™ Ethernet (HFC); nbn™ Ethernet (Satellite)	
14.	Missed Appointment	nbn™ Ethernet (FTTB); nbn™ Ethernet (FTTN); nbn™ Ethernet (FTTC); nbn™ Ethernet (HFC); nbn™ Ethernet (Satellite)	5
15.	Incorrect Callout	nbn™ Ethernet (FTTB); nbn™ Ethernet (FTTN); nbn™ Ethernet (FTTC); nbn™ Ethernet (HFC)	5(a)
16.	Incidentals	nbn™ Ethernet (Satellite)	3(b), 4(b), 5(c), 8

- (b) The waiver in section B1.3.1(a) does not apply in respect of the No Fault Found (No Truck Roll Required) and No Fault Found (Truck Roll Required) Charges (and **nbn** may charge RSP for such Charges in accordance with the [nbn™ Ethernet Price List](#)) in circumstances where:
- (i) RSP raised a Trouble Ticket in respect of an **nbn™ Ethernet (FTTN)** or **nbn™ Ethernet (FTTB)** Ordered Product on the basis that the Ordered Product was under-performing or subject to some other issue; and
 - (ii) such under-performance or other issue was caused or contributed to by an Unregistered Quality-Controlled Modem.

B1.3.2 Process to Claim

nbn will provide RSP the Ancillary Charges Waiver by omitting or listing as not payable the relevant Ancillary Charge in RSP's invoices during the period that the Ancillary Charges Waiver remains effective for that Ancillary Charge.

Note: The effect of this Waiver is that RSP is not obliged to pay an Ancillary Charge(s) listed above for the period that the Ancillary Charges Waiver remains effective in respect of that Ancillary Charge. RSP does not need to submit any Credit/Rebate Claim Form in respect of this Waiver.

B1.3.3 Special conditions

- (a) If one or more waivers of Ancillary Charges are withdrawn by **nbn** in accordance with this Agreement, the Ancillary Charges Waiver will continue to apply in respect of other Ancillary Charges until any later withdrawal of the waiver for that Ancillary Charge, or the expiry of the waiver validity period in Part A of this **nbn™ Ethernet Discounts, Credits and Rebates Annexure** (as applicable).

The details and conditions in section B1.4 apply in respect of the Professional Wiring Service Charges Waiver described in Part A

B1.4 Professional Wiring Service Charges Waiver details and conditions

B1.4.1 Details

nbn waives the following Charges associated with Professional Wiring Services:

- (a) any Labour Rate and Materials Charges for a Professional Wiring Service performed in connection with an **nbn**TM Ethernet (FTTB) or **nbn**TM Ethernet (FTTN) Ordered Product, at the time of a Standard Installation, to the extent that they exceed the minimum charge of \$160;
- (b) any Labour Rate and Materials Charges for a Professional Wiring Service performed in connection with an **nbn**TM Ethernet (FTTB) or **nbn**TM Ethernet (FTTN) Ordered Product, not at the time of a Standard Installation, to the extent that they exceed the minimum charge of \$235; and
- (c) any Labour Rate Charges for a Professional Wiring Service performed in connection with an **nbn**TM Ethernet (FTTC) Ordered Product to the extent that they exceed the minimum charge of \$225.

Note: *The effect of this Waiver is that for the period the Waiver is effective in accordance with Part A:*

- *the Charge for a Professional Wiring Service performed for an **nbn**TM Ethernet (FTTB) or **nbn**TM Ethernet (FTTN) Ordered Product at the time of a Standard Installation will be \$160;*
- *the Charge for a Professional Wiring Service performed for an **nbn**TM Ethernet (FTTB) or **nbn**TM Ethernet (FTTN) Ordered Product not at the time of a Standard Installation will be \$235; and*
- *the Charge for a Professional Wiring Service performed for an **nbn**TM Ethernet (FTTC) Ordered Product will be \$225.*

B1.4.2 Process to Claim

nbn will provide RSP the Professional Wiring Service 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.*

The details and conditions in section B1.5 apply in respect of the NNI Diversity Upgrade Rebate described in Part A.

B1.5 NNI Diversity Upgrade Rebate

B1.5.1 Details

- (a) **nbn** will provide the NNI Diversity Upgrade Rebate to RSP if:
- (i) RSP has an existing 10G NNI Group configured with a single chassis redundancy mode (**Single Chassis NNI**);
 - (ii) RSP has ordered a new 10G NNI Group that:
 - (A) is configured with a diverse chassis redundancy mode;
 - (B) has at least one NNI Bearer profile that matches an NNI Bearer profile in the Single Chassis NNI; and
 - (C) is located at the same Point of Interconnection as the Single Chassis NNI, (**Diverse Chassis NNI**);
 - (iii) AVCs and CVCs from the Single Chassis NNI have been migrated to the Diverse Chassis NNI;
 - (iv) the Single Chassis NNI, and any associated cross-connect, has been disconnected, and that disconnection has taken place within 3 months of the Diverse Chassis NNI being Activated;
 - (v) all Charges in connection with the Single Chassis NNI have been fully paid for by RSP; and
 - (vi) RSP has submitted a claim in accordance with section B1.5.2.
- (b) The NNI Diversity Upgrade Rebate available to be claimed by RSP pursuant to this section B1.5 is equal to:
- (i) in respect of an NNI Bearer profile of 10GBaseLR being upgraded from a Single Chassis NNI to a Diverse Chassis NNI, one Charge for a "NNI 10GBaseLR Activation" applied to RSP's invoice following the Activation of the Diverse Chassis NNI; and
 - (ii) in respect of an NNI Bearer profile of 10GBaseER being upgraded from a Single Chassis NNI to a Diverse Chassis NNI, one Charge for a "NNI 10GBaseER Activation" applied to RSP's invoice following the Activation of the Diverse Chassis NNI.
- (c) For the avoidance of doubt:
- (i) RSP must continue to pay any recurring Charges in relation to the Single Chassis NNI until such time as the Single Chassis NNI is disconnected; and

- (ii) when an NNI Bearer (the **Original Bearer**) is upgraded from a Single Chassis NNI to a Diverse Chassis NNI, an NNI Diversity Upgrade Rebate can only be claimed:
 - (A) in respect of one of the two NNI Bearers (working chassis or protect chassis) that are being upgraded to (the **New Bearers**);
 - (B) if the Original Bearer matches at least one of the New Bearers; and
 - (C) in respect of the matching New Bearer.

Example 1: RSP has an existing 10G NNI Group with a single chassis redundancy mode with an NNI Bearer profile of 10GBaseER. RSP subsequently orders:

- in 'Example 1A', a new NNI Group with a diverse chassis redundancy mode consisting of two new 10GBaseER NNI Bearers. Subject to compliance with the above terms, RSP is entitled to receive one rebate for the activation charge associated with the new 10GBaseER NNI Bearer.

Existing NNI Bearer Group (Single Chassis Mode)	→	Example 1A (Diverse Chassis Mode)	
Working chassis		Working chassis	Protect chassis
10GBaseER		10GBaseER <i>(Rebate available)</i>	10GBaseER <i>(No rebate available)</i>

- in 'Example 1B', a new NNI Group with a diverse chassis redundancy mode consisting of two new 10GBaseLR NNI Bearers. In this example, no rebate would be available.

Existing NNI Bearer Group (Single Chassis Mode)	→	Example 1B (Diverse Chassis Mode)	
Working chassis		Working chassis	Protect chassis
10GBaseER		10GBaseLR <i>(No rebate available)</i>	10GBaseLR <i>(No rebate available)</i>

B1.5.2 Process to claim

- (a) In order to claim the NNI Diversity Upgrade Rebate, RSP's Authorised Contact must submit a Credit/Rebate Claim Form in accordance with clause B6 of the [Head Terms](#).
- (b) To be eligible, a Credit/Rebate Claim Form for the NNI Diversity Upgrade Rebate must:
 - (i) for the purposes of clause B6(c)(ii) of the [Head Terms](#), be sent to **nbn** within 6 months following the date the Diverse Chassis NNI referred to in section B1.5.1(a)(ii) is Activated; and
 - (ii) include the following details:
 - (A) the Product Instance ID and Service ID of the Single Chassis NNI;
 - (B) the Product Instance IDs and Service IDs of the Diverse Chassis NNI; and
 - (C) the Point of Interconnect ID.

The details and conditions in section B1.6 apply in respect of the FTTC Installation Rebate and Waivers as described in Part A.

B1.6 FTTC Installation Rebate and Waivers

B1.6.1 Rebate for RSP/End User-managed installation

nbn will make available a Rebate of \$26.00 (excluding GST) for costs associated with an RSP Managed Installation - FTTC in each of the following circumstances:

- (a) upon a Successful RSP Activation – FTTC; and
- (b) upon a Failed RSP Activation – FTTC.

B1.6.2 Full waiver for **nbn** professional installation preceded by a failed RSP/End User-managed installation

nbn waives any Charge for an **nbn** Professional Installation - FTTC incurred by RSP if that **nbn** Professional Installation – FTTC occurs after either:

- (a) a Failed RSP Activation – FTTC; or
- (b) a Failed End User Activation (**nbn** Dispatched) – FTTC.

B1.6.3 Partial waiver for **nbn** professional installation which is not preceded by a failed RSP/End User-managed installation

If section B1.6.2 does not apply, **nbn** partially waives the Charge for an **nbn** Professional Installation – FTTC incurred by RSP that exceeds the minimum charge of \$150, to the extent that the Charge exceeds that minimum charge of \$150.

B1.6.4 Process to Claim

- (a) **nbn** will automatically pay the Rebate under section B1.6.1 to RSP's nominated account by electronic funds transfer.
- (b) **nbn** will provide RSP any Waiver under section B1.6.2 or B1.6.3 by omitting or listing as not payable the waived amount(s) in RSP's invoices.

***Note:** RSP does not need to submit any Credit/Rebate Claim Form in respect of any Rebate or Waiver provided under this section B1.6.*

B1.6.5 Definitions

In this section B1.6:

- (a) **Successful RSP Activation - FTTC** means the Completion of an order for **nbn**TM Ethernet (FTTC) as a result of:

- (i) a successful RSP Managed Installation – FTTC; or
 - (ii) an **nbn** Professional Installation – FTTC following a failed RSP Managed Installation – FTTC, where such failure is not attributable to the act or omission of RSP or any Downstream Service Provider or End User;
- (b) **Failed RSP Activation - FTTC** means the Completion of an order for **nbn**TM Ethernet (FTTC) as a result of an **nbn** Professional Installation – FTTC following a failed RSP Managed Installation - FTTC, where such failure is attributable to the act or omission of RSP or any Downstream Service Provider or End User; and
- (c) **Failed End User Activation (nbn Dispatched) - FTTC** means the Completion of an order for **nbn**TM Ethernet (FTTC) as a result of an **nbn** Professional Installation – FTTC following a failed End User Installation – FTTC (**nbn** Dispatched), where such failure is attributable to the act or omission of RSP or any Downstream Service Provider or End User.

The details and conditions in section B1.7 apply in respect of the HFC Installation Waivers and Rebate described in Part A.

B1.7 HFC Installation Waivers and Rebate

B1.7.1 Rebate for RSP/End User-managed installation RSP Managed Installation – HFC Rebate - details

- (a) **nbn** will make available a Rebate of \$26.00 (excluding GST) for costs associated with an RSP Managed Installation – HFC in each of the following circumstances:
- (i) upon a Successful RSP Activation – HFC; and
 - (ii) upon a Failed RSP Activation – HFC.

B1.7.2 Full waiver for **nbn** Professional Installation in specified circumstances

nbn waives the Charge for an **nbn** Professional Installation – HFC incurred by RSP if that **nbn** Professional Installation – HFC:

- (a) occurs after a Failed RSP Activation – HFC;
- (b) occurs after a Failed End User Activation (**nbn** Dispatched) - HFC; or
- (c) is the only order type that was available for the relevant Connect Order.

B1.7.3 Partial waiver for **nbn** Professional Installation in specified circumstances

If section B1.7.2 does not apply, **nbn** partially waives the Charge for an **nbn** Professional Installation – HFC incurred by RSP that exceeds the minimum charge of \$150, to the extent that the Charge exceeds that minimum charge of \$150.

B1.7.4 Process to Claim

- (a) **nbn** will automatically pay the Rebate under section B1.7.1 to RSP's nominated account by electronic funds transfer.
- (b) **nbn** will provide RSP any Waiver under section B1.7.2 or B1.7.3 by omitting or listing as not payable the waived amount(s) in RSP's invoices.

Note: RSP does not need to submit any Credit/Rebate Claim Form in respect of any Rebate or Waiver provided under this section B1.7.

B1.7.5 Definitions

In this section B1.7:

- (a) **Successful RSP Activation – HFC** means the Completion of an order for **nbn**TM Ethernet (HFC) as a result of:
 - (i) a successful RSP Managed Installation – HFC; or
 - (ii) an **nbn** Professional Installation – HFC following a failed RSP Managed Installation – HFC, where such failure is not attributable to the act or omission of RSP or any Downstream Service Provider or End User;
- (b) **Failed RSP Activation - HFC** means the Completion of an order for **nbn**TM Ethernet (HFC) as a result of an **nbn** Professional Installation - HFC following a failed RSP Managed Installation – HFC, where such failure is attributable to the act or omission of RSP or any Downstream Service Provider or End User;
- (c) **RSP Managed Installation – HFC** means any of the following:
 - (i) RSP Professional Installation – HFC; or
 - (ii) End User Installation – HFC (RSP Dispatched); and
- (d) **Failed End User Activation (nbn Dispatched) - HFC** means the Completion of an order for **nbn**TM Ethernet (HFC) as a result of an **nbn** Professional Installation – HFC following a failed End User Installation – HFC (**nbn** Dispatched), where such failure is attributable to the act or omission of RSP or any Downstream Service Provider or End User.

The details and conditions in section B1.8 apply in respect of the Change of Access Technology Partial Waiver in Part A.

B1.8 Change of Access Technology Partial Waiver

B1.8.1 Waiver

- (a) Subject to the terms of this section B1.8, where **nbn** determines to make a Premises Serviceable by a Subsequent Access Technology (whether or not in response to a request by RSP), **nbn** waives, on a pro-rata daily basis, Charges for the AVC Product Component of any **nbn**TM Ethernet Ordered Product supplied to that Premises over that Subsequent Access Technology, for the first 7 days in which that supply occurs.
- (b) For clarity, a waiver under section B1.8.1(a) only applies if **nbn** was supplying an **nbn**TM Ethernet Ordered Product to RSP at the relevant Premises on the Original Access Technology on the date that **nbn** completes a Connect Order for an **nbn**TM Ethernet Ordered Product supplied to RSP by the Subsequent Access Technology.
- (c) If both a waiver under section B1.8.1(a) and any Bundles Discount applies to an AVC Product Component, the waiver under section B1.8.1(a):
 - (i) applies in respect of the discounted Charge for the Bundled Components which is specified to apply per bundled AVC under the Bundles Discount; and
 - (ii) does not apply in respect of any other related Charges under the Bundles Discount (such as any “Overage Charges”, “additional amounts” or “Alternative ESLA charges”).
- (d) For clarity, nothing in this section B1.8 affects RSP’s obligation to pay Charges for any **nbn**TM Ethernet Ordered Product supplied to a Premises over an Original Access Technology.

B1.8.2 Process to Claim

nbn will provide RSP the Change of Access Technology Partial Waiver by omitting or listing as not payable the portion of the waived Charge in RSP’s invoices.

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

The details and conditions in section B1.9 apply in respect of the Access Component Reactivation Waiver in Part A.

B1.9 Access Component Reactivation Waiver

B1.9.1 Waiver

- (a) **nbn** waives the Charge for any Access Component Reactivation that is Completed:
- (i) in respect of a Service Class 3, Service Class 6, Service Class 13, Service Class 24 or a Service Class 34 Premises; and
 - (ii) on a date that is 14 days or less after the date on which a Prior Service Disconnection was Completed;
- (b) **Prior Service Disconnection** means the Disconnection of an **nbn**[™] Ethernet Ordered Product that was being supplied to RSP at the same Premises, and using the same NTD, **nbn**[™] Copper Pair, or FTTC-NCD and **nbn**[™] Copper Pair (as applicable), as the **nbn**[™] Ethernet Ordered Product supplied as a result of the Access Component Reactivation.

***Note:** This Waiver applies to an Access Component Reactivation Charge regardless of whether a Prior Service Disconnection occurs under this Agreement or a Prior WBA.*

B1.9.2 Process to Claim

nbn will provide RSP the Access Component Reactivation Waiver by omitting or listing as not payable the waived Charge in RSP's invoices.

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

Module B2: Business

Note: *The Long-term Discounts, Credits, Rebates and Waivers set out in this Module B2: Business have been classified by **nbn** as being focused on business End User segments, but not residential End User segments.*

The details and conditions in section B2.1 apply in respect of the TC-4 Business Bundles Discount described in Part A.

B2.1 TC-4 Business Bundles Discount

B2.1.1 Discounted charges

“Business Bundle 1” associated with a Bundled CVC

- (a) Subject to the terms of this section B2.1, **nbn** will supply the Required Product Features and Inclusions in the table below in accordance with the corresponding Bundle Discounted Charges if RSP orders or has ordered the Required Product Features as part of a single Ordered Product that is associated with a Bundled CVC.

Required Product Features			nbn™ Network	Inclusion per AVC TC-4*	Bundle Discounted Charge per AVC TC-4 per Billing Period
AVC TC-4 downstream Mbps (PIR)	AVC TC-4 upstream Mbps (PIR)	Enhanced Fault Rectification Service		CVC TC-4 symmetrical bandwidth (CIR)	
25–50	5–20	Enhanced-12 (24/7)	FTTB and FTTN	2.25 Mbps	\$55.00
50	20	Enhanced-12 (24/7)	Fibre, FTTC and HFC	2.25 Mbps	\$55.00
25–100	5–40	Enhanced-12 (24/7)	FTTB and FTTN	3.75 Mbps	\$75.00
50–100	20–40	Enhanced-12 (24/7)	FTTC	3.75 Mbps	\$75.00
100	40	Enhanced-12 (24/7)	Fibre and HFC	3.75 Mbps	\$75.00

Table 1: Discounted charges for “Business Bundle 1” associated with a Bundled CVC

***Note:** The CVC TC-4 Inclusion per AVC TC-4 is not automatically provisioned and must be separately ordered by RSP. RSP will be able to order any CVC TC-4 bandwidth profile available under the [nbn™ Ethernet Product Description](#) in respect of a Bundled CVC to which Business Bundled AVC TC-4s are associated. This CVC TC-4 bandwidth profile will be available to be used collectively by all AVCs associated with that Bundled CVC, including Business Bundled AVC TC-4s.

“Business Bundle 1” associated with a Basic CVC

- (b) Subject to the terms of this section B2.1, **nbn** will supply the Required Product Features in the table below in accordance with the corresponding Bundle Discounted Charges if RSP orders or has ordered the Required Product Features as part of a single Ordered Product that is associated with a Basic CVC.

Required Product Features			nbn™ Network	Bundle Discounted Charge per AVC TC-4 per Billing Period
AVC TC-4 downstream Mbps (PIR)	AVC TC-4 upstream Mbps (PIR)	Enhanced Fault Rectification Service		
25–50	5–20	Enhanced-12 (24/7)	FTTB and FTTN	\$55.00
50	20	Enhanced-12 (24/7)	Fibre, FTTC and HFC	\$55.00
25–100	5–40	Enhanced-12 (24/7)	FTTB and FTTN	\$75.00
50–100	20–40	Enhanced-12 (24/7)	FTTC	\$75.00
100	40	Enhanced-12 (24/7)	Fibre and HFC	\$75.00

Table 2: Discounted charges for “Business Bundle 1” AVCs associated with a Basic CVC

“Business Bundle 2” associated with a Bundled CVC

- (c) Subject to the terms of this section B2.1, **nbn** will supply the Required Product Features and Inclusions in the table below in accordance with the corresponding Bundle Discounted Charges if RSP orders or has ordered the Required Product Features as part of a single Ordered Product that is associated with a Bundled CVC.

Required Product Features			nbn™ Network	Inclusions per AVC TC-4*		Bundle Discounted Charge per AVC TC-4 per Billing Period
AVC TC-4 downstream Mbps (PIR)	AVC TC-4 upstream Mbps (PIR)	AVC TC-1 symmetrical Mbps (CIR)		CVC TC-4 symmetrical bandwidth (CIR)	Enhanced Fault Rectification Service	
25–50	5–20	1	FTTB and FTTN	2.25 Mbps	Enhanced-12 (24/7)	\$60.00
50	20	1	Fibre, FTTC and HFC	2.25 Mbps	Enhanced-12 (24/7)	\$60.00
25–100	5–40	1	FTTB and FTTN	3.75 Mbps	Enhanced-12 (24/7)	\$80.00
50–100	20–40	1	FTTC	3.75 Mbps	Enhanced-12 (24/7)	\$80.00
100	40	1	Fibre and HFC	3.75 Mbps	Enhanced-12 (24/7)	\$80.00

Table 3: Discounted charges for “Business Bundle 2” associated with a Bundled CVC

***Note:** The Inclusions per AVC TC-4 are not automatically provisioned and must be separately ordered by RSP. For the CVC TC-4 Inclusion, RSP will be able to order any CVC TC-4 bandwidth profile available under the [nbn™ Ethernet Product Description](#) in respect of a Bundled CVC to which Business Bundled AVC

TC-4s are associated. This CVC TC-4 bandwidth profile will be available to be used collectively by all AVCs associated with that Bundled CVC, including Business Bundled AVC TC-4s.

“Business Bundle 2” associated with a Basic CVC

- (d) Subject to the terms of this section B2.1, **nbn** will supply the Required Product Features and Inclusions in the table below in accordance with the corresponding Bundle Discounted Charges if RSP orders or has ordered the Required Product Features as part of a single Ordered Product that is associated with a Basic CVC.

Required Product Features			nbn™ Network	Inclusion per AVC TC-4*	Bundle Discounted Charge per AVC TC-4 per Billing Period
AVC TC-4 downstream Mbps (PIR)	AVC TC-4 upstream Mbps (PIR)	AVC TC-1 symmetrical Mbps (CIR)		Enhanced Fault Rectification Service	
25–50	5–20	1Mbps	FTTB and FTTN	Enhanced-12 (24/7)	\$60.00
50	20	1Mbps	Fibre, FTTC and HFC	Enhanced-12 (24/7)	\$60.00
25–100	5–40	1Mbps	FTTB and FTTN	Enhanced-12 (24/7)	\$80.00
50–100	20–40	1Mbps	FTTC	Enhanced-12 (24/7)	\$80.00
100	40	1Mbps	Fibre and HFC	Enhanced-12 (24/7)	\$80.00

Table 4: Discounted charges for “Business Bundle 2” AVCs associated with a Basic CVC

***Note:** The Enhanced Fault Rectification Service Inclusion per AVC TC-4 is not automatically provisioned and must be separately ordered by RSP.

- (e) Each AVC TC-1 1 Mbps (symmetrical) Required Product Feature in sections B2.1.1(c) and B2.1.1(d) includes (and is not additional to) any AVC TC-1 bandwidth to which RSP has access and use under section 1.1(b)(ii) of the [nbn™ Ethernet Price List](#).
- (f) For the purposes of this TC-4 Business Bundles Discount:
- (i) **Business Bundled AVC TC-4** means an AVC TC-4 Product Component that is acquired as part of a bundle that is eligible for any of the discounted charges in sections B2.1.1(a) to B2.1.1(d);
 - (ii) **Campaign Period** means the period from 15 April 2019 to 14 October 2023 unless extended by **nbn** by giving 10 Business Days’ prior notice to RSP;
 - (iii) **Sunset Period** means the period starting at the end of the Campaign Period and ending 6 months later, unless extended by **nbn** by giving 10 Business Days’ prior notice to RSP; and

- (iv) **TC-4 Business Bundled Components** means any set of Required Product Features and Inclusions supplied at the discounted charges in sections B2.1.1(a) to B2.1.1(d).

B2.1.2 Enhanced Fault Rectification Service

For a bundle under section B2.1.1(c) or B2.1.1(d):

- (a) RSP may order an Enhanced Fault Rectification Service other than Enhanced-12 (24/7) (**Alternative ESLA**); and
- (b) if RSP orders an Alternative ESLA, **nbn** will charge RSP for that Alternative ESLA in accordance with the relevant Charge set out in the [nbn™ Ethernet Price List](#) in addition to the discounted charge that applies for the associated bundle under section B2.1.1(c) or B2.1.1(d).

B2.1.3 Subsequent Installation discount

- (a) If **nbn** performs a Subsequent Installation to supply TC-4 Business Bundled Components under section B2.1.1(c) or B2.1.1(d) at a Premises served by the FTTB Network, the FTTN Network or FTTC Network, **nbn** will perform the Subsequent Installation at the following discounted charge:

\$0 + Labour Rate + Materials over and above Initial Standard Installation.

- (b) The Subsequent Installation discount is subject to the following conditions:
 - (i) the Subsequent Installation discount only applies if the relevant Connect Order is Completed during the Campaign Period;
 - (ii) **nbn** will only perform up to one Subsequent Installation per Premises at the discounted charges in section B2.1.3(a);
 - (iii) the Subsequent Installation discount is not available in respect of any Premises in connection with which **nbn** has already credited a Special Services Migration – Subsequent Installation Credit to RSP or an Other RSP;
 - (iv) RSP must pay to **nbn** the difference between the relevant Charges in the [nbn™ Ethernet Price List](#) and the discounted charges paid by RSP for any Subsequent Installation performed at any Premises if, within 12 months of the relevant Connect Order being Completed, the Ordered Product the subject of that Connect Order is either:
 - (A) disconnected; or
 - (B) modified such that the Charges payable by RSP in respect of that Ordered Product are lower than they were prior to such modification; and
 - (v) the waiver set out in item 3 in section B1.3.1 does not apply in respect of the discounted charge set out in this section B2.1.3.

B2.1.4 Overage Charges

If RSP obtains supply of any Business Bundled AVC TC-4 at any time during a Billing Period, RSP will be liable to pay Overage Charges in accordance with the terms of section 11.2 of the [nbn™ Ethernet Price List](#).

B2.1.5 Ordered Products to which this Discount relates

- (a) This TC-4 Business Bundles Discount only applies to TC-4 Business Bundled Components of **nbn™** Ethernet (Fibre), **nbn™** Ethernet (FTTB), **nbn™** Ethernet (FTTN), **nbn™** Ethernet (FTTC) and **nbn™** Ethernet (HFC).
- (b) For clarity, this TC-4 Business Bundles Discount does not apply to any AVC TC-4 Product Components or CVC TC-4 capacity supplied in connection with **nbn™** Ethernet (Wireless) or **nbn™** Ethernet (Satellite).

B2.1.6 Aggregate comparison to **nbn™** Ethernet Price List charges

- (a) RSP may raise a Billing Dispute if RSP considers that the application of all Bundles Discounts result in the total charges to RSP for the relevant Product Components and Product Features in a Billing Period being greater than the total charges that would have applied if RSP were invoiced at the corresponding recurring Charges in the [nbn™ Ethernet Price List](#) (without the application of any Discount, Credit, Rebate or Waiver).
- (b) If a Billing Dispute under section B2.1.6(a) is resolved in RSP's favour, **nbn** will adjust RSP's invoice (or credit a future invoice) by an amount equal to the difference between the total charges for the relevant Billing Period and the total charges that would have applied for that Billing Period if the relevant Product Components and Product Features were invoiced at the corresponding recurring Charges in the [nbn™ Ethernet Price List](#) (without the application of any Discount, Credit, Rebate or Waiver).

B2.1.7 CVC Utilisation Conditions

nbn will not provide RSP a Discount under section B2.1.1 for TC-4 Business Bundled Components in respect of any Billing Period if, for that Billing Period, the recurring Charges for Product Components and Product Features in the [nbn™ Ethernet Price List](#) (without the application of any Discount, Credit, Rebate or Waiver) are to apply instead of the discounted effective charges under any TC-4 Bundled Components Discount, pursuant to section 11.3 of the [nbn™ Ethernet Price List](#).

B2.1.8 Interaction with other Discounts, Credits, Rebates and Waivers

- (a) The following Discounts, Credits, Rebates and Waivers will not apply to any Product Components to the extent that sections B2.1.1(a) or B2.1.1(c) of this TC-4 Business Bundles Discount apply to those Product Components:
 - (i) subject to section B2.1.8(d), the 50 Kbps CVC Credit; and
 - (ii) the TC-4 Bundles Discount.

- (b) If a Product Component is only subject to the TC-4 Business Bundles Discounts in section B2.1.1 for part of a Billing Period, the discounted charges in section B2.1.1 will apply to the Product Component for that part of the Billing Period only, on a pro-rata daily basis.
- (c) If **nbn** supplies any TC-2 Product Components in accordance with the discounted charges set out in section B2.2.1, the TC-4 Business Bundles Discounts in this section B2.1 will not apply in respect of any Product Components or Product Features which are associated with those TC-2 Product Components.
- (d) For the purposes of calculating the 50 Kbps CVC Credit payable in respect of a CVC TC-4 Product Component in any Billing Period in which it transitions between being a Basic CVC and a Bundled CVC (or vice versa):
 - (i) the amount of the 50 Kbps CVC Credit will not be pro-rated due to the transition;
 - (ii) the relevant number of AVC TC-4 Product Components associated with that CVC TC-4 Product Component will be the maximum number of associated AVC TC-4 Product Components during any time in that Billing Period in which the CVC TC-4 Product Component was a Basic CVC; and
 - (iii) the amount of the Credit will be capped at the total recurring Charges that apply in respect of that CVC TC-4 Product Component (excluding the application of the 50 Kbps CVC Credit) in respect of that part of the Billing Period in which it was a Basic CVC.

B2.1.9 Opt-in, Opt-out and Term

- (a) Subject to section B2.1.9(f), RSP must comply with the following in order to opt in for the TC-4 Business Bundles Discounts:
 - (i) to opt in for any of the TC-4 Business Bundles Discounts in sections B2.1.1(a) or B2.1.1(b), RSP must opt in for all of the TC-4 Business Bundles Discounts in sections B2.1.1(a) and B2.1.1(b);
 - (ii) to opt in for any of the TC-4 Business Bundles Discounts in sections B2.1.1(c) or B2.1.1(d), RSP must opt in for all of the TC-4 Business Bundles Discounts in sections B2.1.1(c) and B2.1.1(d); and
 - (iii) RSP must otherwise comply with the processes, including minimum notice periods, as notified by **nbn** from time to time.
- (b) Subject to section B2.1.9(c), RSP will only be eligible for the TC-4 Business Bundles Discounts during the period that each of the following conditions are satisfied:
 - (i) RSP has opted in, and remains opted in, to the relevant TC-4 Business Bundles Discounts in accordance with section B2.1.9(a); and
 - (ii) either the Campaign Period or the Sunset Period is ongoing.
- (c) An Ordered Product will only be eligible for a TC-4 Business Bundles Discount during a Billing Period ending in the Sunset Period (the **Relevant Billing Period**) if:

- (i) it is a Continuing Business Bundle or a Transferred Business Bundle; and
- (ii) **nbn** has not, from the start of the Sunset Period up until at least the end of the Relevant Billing Period:
 - (A) Completed a Modify Order in respect of any associated Required Product Feature (other than a Modify Order to change the CVC with which an AVC Product Component is associated, where both the existing and new CVCs are Basic CVCs or both the existing and new CVCs are Bundled CVCs); or
 - (B) Completed a Modify Order that modifies the CVC TC-4 Product Component with which that Ordered Product is associated from a Bundled CVC to a Basic CVC (or vice versa).
- (d) For the purpose of section B2.1.9(c) an Ordered Product will be:
 - (i) a **Continuing Business Bundle** if the Ordered Product was supplied to RSP under a TC-4 Business Bundles Discount at the end of the Campaign Period and has continued being supplied under that same TC-4 Business Bundles Discount from the start of the Sunset Period up until at least the end of the Relevant Billing Period; and
 - (ii) a **Transferred Business Bundle** if:
 - (A) the Ordered Product was supplied to RSP as a result of a Non-Infrastructure Type Transfer Completed during the Sunset Period;
 - (B) a corresponding ordered product was being supplied to an Other RSP under a TC-4 Business Bundles Discount immediately prior to the end of the Campaign Period and on a continuous basis from the start of the Sunset Period until the Non-Infrastructure Type Transfer; and
 - (C) the Ordered Product included all Required Product Features to be eligible for the same TC-4 Business Bundles Discount after the Non-Infrastructure Type Transfer as applied to the corresponding ordered product before the Non-Infrastructure Type Transfer.
- (e) RSP may opt out of the TC-4 Business Bundles Discounts at any time before the end of the Sunset Period by complying with the following:
 - (i) to opt out of any of the TC-4 Business Bundles Discounts in sections B2.1.1(a) or B2.1.1(b), RSP must opt out of all of the TC-4 Business Bundles Discounts in sections B2.1.1(a) and B2.1.1(b) by giving notice in writing to **nbn**;
 - (ii) to opt out for any of the TC-4 Business Bundles Discounts in sections B2.1.1(c) or B2.1.1(d), RSP must opt out for all of the TC-4 Business Bundles Discounts in sections B2.1.1(c) and B2.1.1(d) by giving notice in writing to **nbn**; and
 - (iii) RSP must otherwise comply with the processes, including minimum notice periods, notified by **nbn** from time to time.
- (f) RSP must not opt in for any TC-4 Business Bundles Discount if RSP has previously opted out of that TC-4 Business Bundles Discount.

- (g) For changes to this TC-4 Business Bundles Discount that are permitted under clause F4.9(g)(iii)(C) of the [Head Terms](#), **nbn** will give 6 months' prior notice to RSP.

Note: Section B2.1.9(g) 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.

B2.1.10 Process to Claim

nbn will automatically apply this TC-4 Business Bundles Discount.

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

B2.1.11 Ineligibility for non-payment Defaults

- (a) Subject to section B2.1.11(b), if:
- (i) RSP is in Default for failure to pay the full amount set out in an invoice (**Unpaid Invoice**) by its Due Date (excluding amounts validly withheld pursuant to clause B3.1(b)(i) of the [Head Terms](#)); and
 - (ii) **nbn** has given RSP a Default Notice in respect of that Default,
- nbn** may, in a subsequent invoice (**Later Invoice**), recover from RSP an amount equal to the difference between:
- (iii) the total amount of the Unpaid Invoice; and
 - (iv) the total amount that would have been included in the Unpaid Invoice if the discounted Charges for:
 - (A) TC-4 Business Bundled Components; and
 - (B) any TC-2 Product Components supplied in accordance with the discounted charges set out in section B2.2.1, in the Unpaid Invoice had instead been the corresponding recurring Charges for the relevant Product Components and Product Features in the [nbn™ Ethernet Price List](#) (without the application of any Discount, Credit, Rebate or Waiver).
- (b) **nbn** must not recover an amount under section B2.1.11(a) if the relevant Default is remedied before **nbn** issues the Later Invoice.

The details and conditions in section B2.2 apply in respect of the TC-2 Business Bundles Discount described in Part A.

B2.2 TC-2 Business Bundles Discount

B2.2.1 Discounted charges

- (a) Subject to the terms of this section B2.2, **nbn** will supply all AVC TC-2 Product Components and Inclusions in the table below in accordance with the corresponding Discounted Charges:

AVC TC-2 symmetrical Mbps (CIR)	nbn™ Network	Inclusions per AVC TC-2*		Discounted Charge per AVC TC-2 per Billing Period
		CVC TC-2 symmetrical bandwidth inclusion (CIR) per AVC TC-2	Enhanced Fault Rectification Service inclusion per AVC TC-2	
5	Fibre, FTTB, FTTN, FTTC and HFC	5 Mbps	Enhanced-12 (24/7)	\$50.00
10	Fibre, FTTB, FTTN, FTTC and HFC	10 Mbps	Enhanced-12 (24/7)	\$131.00
20	Fibre, FTTB, FTTN and FTTC	20 Mbps	Enhanced-12 (24/7)	\$192.00
30	Fibre	30 Mbps	Enhanced-12 (24/7)	\$220.00
40	Fibre	40 Mbps	Enhanced-12 (24/7)	\$223.00
50	Fibre	50 Mbps	Enhanced-12 (24/7)	\$225.00
60	Fibre	60 Mbps	Enhanced-12 (24/7)	\$581.00
70	Fibre	70 Mbps	Enhanced-12 (24/7)	\$626.00
80	Fibre	80 Mbps	Enhanced-12 (24/7)	\$672.00
90	Fibre	90 Mbps	Enhanced-12 (24/7)	\$704.00
100	Fibre	100 Mbps	Enhanced-12 (24/7)	\$714.00

Table 1: Discounted Charges for TC-2 Business Bundled AVCs

***Note:** The Inclusions per AVC TC-2 are not automatically provisioned and must be separately ordered by RSP. For the CVC TC-2 Inclusion, RSP will be able to order any CVC TC-2 bandwidth profile available under the [nbn™ Ethernet Product Description](#) in respect of a CVC to which Business Bundled AVC TC-2s

are associated. This CVC TC-2 bandwidth profile will be available to be used collectively by all AVCs associated with that CVC, including Business Bundled AVC TC-2s.

- (b) For the purposes of this TC-2 Business Bundles Discount:
 - (i) **Business Bundled AVC TC-2** means an AVC TC-2 Product Component to which this TC-2 Business Bundles Discount applies;
 - (ii) **Campaign Period** means the period from 15 April 2019 to 14 October 2023 unless extended by **nbn** by giving 10 Business Days' prior notice to RSP;
 - (iii) **Sunset Period** means the period starting at the end of the Campaign Period and ending 6 months later, unless extended by **nbn** by giving 10 Business Days' prior notice to RSP; and
 - (iv) **TC-2 Business Bundled Components** means any set of Business Bundled AVC TC-2 and Inclusions supplied at the discounted charges in section B2.2.1(a).

B2.2.2 Enhanced Fault Rectification Service

For a bundle under section B2.2.1(a):

- (a) RSP may order an Enhanced Fault Rectification Service other than Enhanced-12 (24/7) (**Alternative ESLA**); and
- (b) if RSP orders an Alternative ESLA, **nbn** will charge RSP for that Alternative ESLA in accordance with the relevant Charge set out in the [nbn™ Ethernet Price List](#) in addition to the discounted charge that applies for the associated bundle under section B2.2.1(a).

B2.2.3 Subsequent Installation discount

- (a) If **nbn** performs a Subsequent Installation to supply a Business Bundled AVC TC-2 with a bandwidth profile of 20 Mbps symmetrical (CIR) at a Premises served by the FTTB Network, the FTTN Network or the FTTC Network, **nbn** will perform the Subsequent Installation at the following discounted charge:

\$0 + Labour Rate + Materials over and above Initial Standard Installation.

- (b) The Subsequent Installation discount is subject to the following conditions:
 - (i) the Subsequent Installation discount only applies if the relevant Connect Order is Completed during the Campaign Period;
 - (ii) **nbn** will only perform up to one Subsequent Installation per Premises at the discounted charge in section B2.2.3(a);
 - (iii) the Subsequent Installation discount is not available in respect of any Premises in connection with which **nbn** has already credited a "Special Services Migration – Subsequent Installation Credit" to RSP or an Other RSP;

- (iv) RSP must pay to **nbn** the difference between the relevant Charges in the [nbn™ Ethernet Price List](#) and the discounted charges paid by RSP for any Subsequent Installation performed at any Premises if, within 12 months of the relevant Connect Order being Completed, the Ordered Product the subject of that Connect Order is either:
 - (A) disconnected; or
 - (B) modified such that the recurring Charges payable by RSP in respect of that Ordered Product are lower than they were prior to such modification; and
- (v) the waiver set out in item 3 in section B1.3.1 does not apply in respect of the discounted charge set out in this section B2.2.3.

B2.2.4 Overage Charges

- (a) If RSP obtains supply of any Business Bundled AVC TC-2 in respect of any CVC at any time during a Billing Period commencing during the Campaign Period, RSP will be liable to pay Overage Charges in respect of that CVC in accordance with the terms of this section B2.2.4.
- (b) For the purposes of this section B2.2.4:
 - (i) **Included Bandwidth** means, across a Billing Period in respect of a CVC, the aggregate CVC TC-2 bandwidth inclusions (in Mbps) for all Business Bundled AVC TC-2s associated with that CVC (with changes in the aggregate of the inclusions across that Billing Period accounted for on a pro-rata daily basis); and
 - (ii) **Ordered Bandwidth** means, across a Billing Period in respect of a CVC, the aggregate CVC TC-2 bandwidth capacity (in Mbps) ordered by RSP in respect of that CVC (with changes in capacity across that Billing Period accounted for on a pro-rata daily basis).
- (c) Subject to the terms of this section B2.2.4, if, across a Billing Period in respect of a CVC, the Ordered Bandwidth is more than the Included Bandwidth, **nbn** will charge RSP an **Overage Charge** calculated as follows:

$$\text{Overage Charge} = \$17.50 \times (\text{Ordered Bandwidth} - \text{Included Bandwidth})$$

- (d) If the Campaign Period ends during a Billing Period, for that Billing Period:
 - (i) Included Bandwidth and Ordered Bandwidth will only be calculated in respect of those days that formed part of the Campaign Period; and
 - (ii) any Overage Charge will be pro-rated by reference to the number of days in that Billing Period that formed part of the Campaign Period.

B2.2.5 Ordered Products to which this Discount relates

- (a) This TC-2 Business Bundles Discount only applies to TC-2 Business Bundled Components of **nbn**TM Ethernet (Fibre), **nbn**TM Ethernet (FTTB), **nbn**TM Ethernet (FTTN), **nbn**TM Ethernet (FTTC) and **nbn**TM Ethernet (HFC).
- (b) For clarity, this TC-2 Business Bundles Discount does not apply to any AVC Product Components or CVC capacity supplied in connection with **nbn**TM Ethernet (Wireless) or **nbn**TM Ethernet (Satellite).

B2.2.6 Aggregate comparison to **nbn**TM Ethernet Price List charges

- (a) RSP may raise a Billing Dispute if RSP considers that the application of all Bundles Discounts result in total charges to RSP for the relevant Product Components and Product Features in a Billing Period being greater than the total charges that would have applied if RSP were invoiced at the corresponding recurring Charges in the [nbnTM Ethernet Price List](#) (without the application of any Discount, Credit, Rebate or Waiver).
- (b) If a Billing Dispute under section B2.2.6(a) is resolved in RSP's favour, **nbn** will adjust RSP's invoice (or credit a future invoice) by an amount equal to the difference between the total charges for the relevant Billing Period and the total charges that would have applied for that Billing Period if the relevant Product Components and Product Features were invoiced at the corresponding recurring Charges in the [nbnTM Ethernet Price List](#) (without the application of any Discount, Credit, Rebate or Waiver).

B2.2.7 Interaction with other Discounts, Credits, Rebates and Waivers

- (a) If a Product Component is only subject to the TC-2 Business Bundles Discounts in section B2.2.1(a) for part of a Billing Period, the discounted charges in section B2.2.1(a) will apply to the Product Component for that part of the Billing Period only on a pro-rata daily basis.

B2.2.8 Opt-in, Opt-out and Term

- (a) Subject to section B2.2.8(f), RSP must comply with the following in order to opt in for the TC-2 Business Bundles Discounts:
 - (i) to opt in for any of the TC-2 Business Bundles Discounts in section B2.2.1(a), RSP must opt in for all of the TC-2 Business Bundles Discounts in section B2.2.1(a);
 - (ii) if RSP has opted in for the "TC-2 (HFC) Business Bundles Discounts", formerly set out in the Discounts, Credits and Rebates List issued under a Prior WBA, RSP is deemed to have opted in for all of the TC-2 Business Bundles Discounts in section B2.2.1(a); and
 - (iii) RSP must otherwise comply with the processes, including minimum notice periods, notified by **nbn** from time to time.
- (b) Subject to section B2.2.8(c), if RSP opts-in to the TC-2 Business Bundles Discounts in accordance with section B2.2.8(a), and remains opted in, **nbn** will charge for AVC TC-2 Product Components and any Product Components and Product Features that qualify as Inclusions which are supplied during the Campaign Period or Sunset Period in accordance with the discounted charges in section B2.2.1(a).

Note: *The Inclusions per AVC TC-2 are not automatically provisioned and must be separately ordered by RSP.*

- (c) An Ordered Product will only be eligible for a TC-2 Business Bundles Discount during a Billing Period ending in the Sunset Period (the **Relevant Billing Period**) if:
 - (i) it is a Continuing Business Bundle or a Transferred Business Bundle; and
 - (ii) **nbn** has not, from the start of the Sunset Period up until at least the end of the Relevant Billing Period, Completed a Modify Order in respect of any associated AVC TC-2 Product Component (other than a Modify Order to change the CVC with which the AVC TC-2 is associated).
- (d) For the purpose of section B2.2.8(c) an Ordered Product will be:
 - (i) a **Continuing Business Bundle** if the Ordered Product was supplied to RSP under a TC-2 Business Bundles Discount at the end of the Campaign Period and has continued being supplied under that same TC-2 Business Bundles Discount from the start of the Sunset Period up until at least the end of the Relevant Billing Period; and
 - (ii) a **Transferred Business Bundle** if:
 - (A) the Ordered Product was supplied to RSP as a result of a Non-Infrastructure Type Transfer Completed during the Sunset Period;
 - (B) a corresponding ordered product was being supplied to an Other RSP under a TC-2 Business Bundles Discount immediately prior to the end of the Campaign Period and on a continuous basis from the start of the Sunset Period until the Non-Infrastructure Type Transfer; and
 - (C) the Ordered Product included the same AVC TC-2 Product Component after the Non-Infrastructure Type Transfer as the corresponding ordered product supplied before the Non-Infrastructure Type Transfer.
- (e) RSP may opt out of the TC-2 Business Bundles Discounts at any time before the end of the Sunset Period by complying with the following:
 - (i) RSP must opt out of all of the TC-2 Business Bundles Discounts in section B2.2.1(a) by giving notice in writing to **nbn**; and
 - (ii) RSP must otherwise comply with the processes, including minimum notice periods, notified by **nbn** from time to time.
- (f) RSP must not opt in for the TC-2 Business Bundle Discounts if RSP has previously opted out of the TC-2 Business Bundle Discounts.
- (g) For changes to this TC-2 Business Bundles Discount that are permitted under clause F4.9(g)(iii)(C) of the [Head Terms](#), **nbn** will give 6 months' prior notice to RSP.

Note: Section B2.2.8(g) 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.

B2.2.9 Process to Claim

- (a) If RSP is eligible for the TC-2 Business Bundles Discounts, **nbn** will automatically apply this TC-2 Business Bundles Discount.

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

B2.2.10 Ineligibility for non-payment Defaults

- (a) Subject to section B2.2.10(b), if:

- (i) RSP is in Default for failure to pay the full amount set out in an invoice (**Unpaid Invoice**) by its Due Date (excluding amounts validly withheld pursuant to clause B3.1(b)(i) of the [Head Terms](#)); and
- (ii) **nbn** has given RSP a Default Notice in respect of that Default,

nbn may, in a subsequent invoice (**Later Invoice**), recover from RSP an amount equal to the difference between:

- (iii) the total amount of the Unpaid Invoice; and
- (iv) the total amount that would have been included in the Unpaid Invoice if the discounted Charges for:
 - (A) TC-2 Business Bundled Components;
 - (B) any AVC TC-2 Product Components to which the "TC-2 (HFC) Business Bundles Discount", formerly set out in the Discounts, Credits and Rebates List issued under a Prior WBA, applied; and
 - (C) any TC-4 Product Components and associated Product Features supplied in accordance with the discounted charges set out in section B2.1.1,

in the Unpaid Invoice had instead been the corresponding recurring Charges for the relevant Product Components and Product Features in the [nbn™ Ethernet Price List](#) (without the application of any Discount, Credit, Rebate or Waiver).

- (b) **nbn** must not recover an amount under section B2.2.10(a) if the relevant Default is remedied before **nbn** issues the Later Invoice.



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

The details and conditions in section C1.1 apply in respect of the Forward Rebate described in Part A.

C1.1 Forward Rebate

Note: *nbn* will not provide any further Forward Rebates under this section C1.1 during the term of this Agreement, and RSP will no longer be able to opt-in for the purposes of this Forward Rebate, as the Campaign Period has expired. Some cross-references and defined terms relating to a Prior WBA, but with no remaining operation, have been retained without amendment.

C1.1.1 Forward Rebate details

- (a) Subject to the terms of this section C1.1, **nbn** will provide a Rebate to RSP, calculated in accordance with the table below, for each Connect Order submitted by RSP for one of the AVC TC-4 Product Components listed in the table below if the Connect Order is:
- (i) Acknowledged during the Campaign Period;
 - (ii) Acknowledged within the Early Incentive Period, Mid Incentive Period or Late Incentive Period for the relevant Premises; and
 - (iii) Completed during the Term after RSP has reached the Baseline Number applicable to that Connect Order (as determined under section C1.1.3(c)).

AVC TC-4 downstream Mbps (PIR) ¹	AVC TC-4 upstream Mbps (PIR) ¹	nbn™ Network	Rebate for Connect Order for AVC associated with a Basic CVC ²			Rebate for Connect Order for AVC associated with a Bundled CVC ²		
			Early Incentive Period ³	Mid Incentive Period ³	Late Incentive Period ³	Early Incentive Period ³	Mid Incentive Period ³	Late Incentive Period ³
12	1	Fibre, FTTB, FTTC, FTTN and HFC	N/A	N/A	N/A	\$67.50 ⁴	\$45.00 ⁴	\$22.50 ⁴
25	5	Fibre, FTTB, FTTC, FTTN and HFC	\$81.00	\$54.00	\$27.00	\$135.00	\$90.00	\$45.00
25	5–10	FTTB, FTTC and FTTN	\$90.00	\$60.00	\$30.00	\$135.00	\$90.00	\$45.00
25	10	Fibre and HFC	\$90.00	\$60.00	\$30.00	\$135.00	\$90.00	\$45.00

AVC TC-4 downstream Mbps (PIR) ¹	AVC TC-4 upstream Mbps (PIR) ¹	nbn™ Network	Rebate for Connect Order for AVC associated with a Basic CVC ²			Rebate for Connect Order for AVC associated with a Bundled CVC ²		
			Early Incentive Period ³	Mid Incentive Period ³	Late Incentive Period ³	Early Incentive Period ³	Mid Incentive Period ³	Late Incentive Period ³
25–50	5–20	FTTB, FTTC and FTTN	\$102.00	\$68.00	\$34.00	\$135.00	\$90.00	\$45.00
50	20	Fibre and HFC	\$102.00	\$68.00	\$34.00	\$135.00	\$90.00	\$45.00
25–100	5–40	FTTB, FTTC and FTTN	\$114.00	\$76.00	\$38.00	\$195.00	\$130.00	\$65.00
100	40	Fibre and HFC	\$114.00	\$76.00	\$38.00	\$195.00	\$130.00	\$65.00
250	100	Fibre	\$114.00	\$76.00	\$38.00	\$195.00	\$130.00	\$65.00
500	200	Fibre	\$114.00	\$76.00	\$38.00	\$195.00	\$130.00	\$65.00
1000	400	Fibre	\$114.00	\$76.00	\$38.00	\$195.00	\$130.00	\$65.00

Notes:

1. The bandwidth profile of a relevant AVC TC-4 Product Component will be determined as at the time **nbn** Completes the Connect Order for that AVC TC-4 Product Component.
2. Whether an AVC TC-4 Product Component is associated with a Basic CVC or a Bundled CVC will be determined as at the time **nbn** Completes the Connect Order for that AVC TC-4 Product Component.
3. The Forward Rebates listed in the Early Incentive Period, Mid Incentive Period and Late Incentive Period columns apply to Connect Orders for AVC TC-4 Product Components that are Acknowledged during the Early Incentive Period, Mid Incentive Period or Late Incentive Period respectively for the relevant Premises.
4. These Forward Rebates will only apply to AVC TC-4 Product Components that are subject to the Entry Level Bundles Discount as at the time **nbn** Completes the Connect Order.

(b) For the purposes of this section C1.1:

- (i) **Baseline Numbers** has the meaning given to that term in sections C1.1.3 and C1.1.4, as the context requires;
- (ii) **Campaign Period** means the period from 21 January 2019 to 30 June 2019;

- (iii) **Early Incentive Period** means, in respect of a Premises, the period between 0 and 30 calendar days after the RTC Date (inclusive);
- (iv) **Incentive Periods** refers to the Early Incentive Period, Mid Incentive Period and Late Incentive Period;
- (v) **Late Incentive Period** means, in respect of a Premises, the period between 91 and 180 calendar days after the RTC Date (inclusive);
- (vi) **Mid Incentive Period** means, in respect of a Premises, the period between 31 and 90 calendar days after the RTC Date (inclusive);
- (vii) subject to section C1.1.2, **RTC Date** means, in respect of a Premises, the date on which that Premises first becomes Service Class 1, Service Class 2, Service Class 3, Service Class 11, Service Class 12, Service Class 13, Service Class 21, Service Class 22, Service Class 23, Service Class 24, Service Class 31, Service Class 32, Service Class 33 or Service Class 34 (whichever is earliest);
- (viii) **Segment** has the meaning given to that term in section C1.1.4(a); and
- (ix) **Term** means the duration of this Forward Rebate as set out in Part A and as amended from time to time in accordance with this Agreement.

C1.1.2 Connect Orders by 28 February 2019

For the purposes of this section C1.1, the RTC Date for a Premises will be deemed to be the date on which a Connect Order in respect of that Premises was Acknowledged if:

- (a) the Connect Order is Acknowledged by **nbn** on or before 28 February 2019; and
- (b) that Premises was Service Class 0, Service Class 7, Service Class 10, Service Class 20 or Service Class 30 at any time between 1 November 2018 and 31 January 2019 (inclusive).

C1.1.3 Baseline Numbers

- (a) Before 21 January 2019, **nbn** will notify RSP of a separate “baseline number” in respect of each Incentive Period for each of the following periods (each a **Baseline Number**):
 - (i) 21 January 2019 to 31 January 2019;
 - (ii) 1 February 2019 to 28 February 2019; and
 - (iii) 1 March 2019 to 31 March 2019.

- (b) Before the start of each calendar quarter starting after 31 March 2019 and before the end of the Campaign Period, **nbn** will notify RSP of a separate “baseline number” in respect of each Incentive Period for each month in that calendar quarter (each a **Baseline Number**).
- (c) For the purposes of this section C1.1, RSP will have reached the Baseline Number applicable to a Connect Order if **nbn** Completes an equivalent number of Connect Orders to the Baseline Number that:
- (i) are Acknowledged in the same month as the relevant Connect Order;
 - (ii) have the same applicable Incentive Period as the relevant Connect Order; and
 - (iii) relate to the same Segment (if applicable).

Example

In March 2019, **nbn** notifies RSP of the Baseline Numbers for the months of April, May and June 2019. The Baseline Numbers for May 2019 are as follows:

- Early Incentive Period: 1000;
- Mid Incentive Period: 800; and
- Late Incentive Period: 700.

nbn Completes the following Connect Orders for RSP in May 2019 which were also Acknowledged in May 2019:

- 1300 Connect Orders that were Acknowledged during the Early Incentive Period;
- 600 Connect Orders that were Acknowledged during the Mid Incentive Period; and
- 1100 Connect Orders that were Acknowledged during the Late Incentive Period.

Entitlement

RSP will be entitled to a Forward Rebate (calculated in accordance with section C1.1.1(a)) for the following Connect Orders Completed by **nbn** during the Term:

- of the Connect Orders that were Acknowledged in May 2019 during their Early Incentive Period, the last 300 Connect Orders Completed;
- no Connect Orders that were Acknowledged in May 2019 during their Mid Incentive Period; and
- of the Connect Orders that were Acknowledged in May 2019 during their Late Incentive Period, the last 400 Connect Orders Completed.

- (d) If **nbn** fails to provide any Baseline Number to RSP for a calendar month, the omitted Baseline Number will be deemed to be the same as the most recent corresponding Baseline Number provided for a previous calendar month (if any).

C1.1.4 Split Baseline Numbers

- (a) RSP may request **nbn** to provide two separate sets of Baseline Numbers to RSP to apply to Connect Orders for each of the following two categories of Product Components (each category, a **Segment**):
- (i) **nbn**TM Ethernet Product Components to be used as inputs to RSP Products supplied through a specified business unit or brand, or specified group of (related or unrelated) business units or brands that are nominated by RSP; and
 - (ii) **nbn**TM Ethernet Product Components that are inputs to all other RSP Products.

Example

RSP has two retail brands and a wholesale business with five Downstream Service Providers. RSP may request that **nbn** provide one set of Baseline Numbers in relation to both of RSP's retail brands and a separate set of Baseline Numbers in relation to all of RSP's wholesale business provided that RSP has data to distinguish the orders placed for each category, as required below.

- (b) A request by RSP under section C1.1.4(a) must be:
- (i) made by the date notified by **nbn**; and
 - (ii) accompanied by such information about the proposed Segments as reasonably required by **nbn**.
- (c) If **nbn**, in its absolute discretion, notifies RSP that **nbn** will provide separate Baseline Numbers in response to a request by RSP under section C1.1.4(a):
- (i) **nbn** will provide separate sets of Baseline Numbers for each of the two Segments;
 - (ii) **nbn** may stop providing separate sets of Baseline Numbers at any time (and instead provide a single set of Baseline Numbers across both Segments) by giving notice to RSP; and
 - (iii) **nbn** is not obliged to provide a single set of Baseline Numbers across both Segments unless **nbn** has given notice to RSP in accordance with section C1.1.4(c)(ii).

C1.1.5 Disconnection Limit

- (a) Subject to section C1.1.5(e), if the number of Disconnections exceeds the Disconnection Limit in any calendar month during the Term (the **Relevant Calendar Month**), **nbn** may recover, and RSP must repay, an amount equal to the Excess Rebate Amount.

- (b) For the purposes of this section C1.1 and subject to section C1.1.5(c):
- (i) **Disconnections** means, in respect of a calendar month, the number of **nbn**TM Ethernet Ordered Products disconnected by **nbn** in that calendar month, but excluding:
 - (A) any Service Transfer Order in relation to which the Other Gaining RSP, in its former capacity as a Downstream Service Provider, was supplying a Downstream Product before the Service Transfer Order was Completed);
 - (B) any disconnection to which section C1.1.6(d) applies; and
 - (ii) **Disconnection Limit** means the number notified by **nbn** to RSP as the monthly “Disconnection Limit”; and
 - (iii) **Excess Rebate Amount** means the sum of Forward Rebates paid or payable in respect of the last X Connect Orders Completed in the Relevant Calendar Month or any prior calendar month in respect of which:
 - (A) one or both of a Forward Rebate or a Fast Anytime 100 Rebate has been paid or is payable under this section C1.1 or section C1.2 (as applicable); and
 - (B) **nbn** has not previously recovered, or exercised a right to recover, any Rebate paid or payable under this section C1.1 or section C1.2,where $X = \text{Disconnections} - \text{Disconnection Limit}$.
- (c) For any period of time in respect of which **nbn** provides separate sets of Baseline Numbers to RSP under section C1.1.4(c):
- (i) **nbn** will provide separate Disconnection Limits for each Segment; and
 - (ii) any liability of RSP under sections C1.1.5(a) and C1.1.5(b) will be calculated separately for each Segment.
- (d) If **nbn** provides separate sets of Baseline Numbers to RSP under section C1.1.4(c) in respect of the last quarter in the Campaign Period, any liability of RSP under sections C1.1.5(a) and C1.1.5(b) calculated after the Campaign Period will be calculated separately for each Segment.
- (e) For clarity, RSP’s aggregate liability to **nbn** under this section C1.1.5 will not exceed the aggregate amount of the Forward Rebates paid or payable to RSP under this section C1.1.

C1.1.6 Connect Orders to which this Rebate relates

- (a) The Forward Rebate only applies to Connect Orders in respect of AVC TC-4 Product Components of **nbn**TM Ethernet (Fibre), **nbn**TM Ethernet (FTTB), **nbn**TM Ethernet (FTTC), **nbn**TM Ethernet (FTTN) and **nbn**TM Ethernet (HFC).

- (b) For clarity, the Forward Rebate does not apply to any Connect Orders in respect of AVC TC-4 Product Components of **nbn**TM Ethernet (Wireless) or **nbn**TM Ethernet (Satellite).
- (c) The Forward Rebate will not apply to:
 - (i) any Connect Order Acknowledged in a calendar month if RSP failed to provide Customer Forecasts due by the first of that month under section 4.2.2.1 of the [WBA Operations Manual](#); or
 - (ii) any Connect Order that requires **nbn** to perform a Subsequent Installation.
- (d) If a Forward Rebate does not apply to a Connect Order under section C1.1.6(c)(ii), that Connect Order will not be included for the purposes of determining whether any Baseline Number has been reached and any disconnection of the corresponding Ordered Product will not be counted for the purposes of section C1.1.5.

C1.1.7 CVC Utilisation Condition

- (a) To obtain this Forward Rebate, RSP must ensure that the CVC Utilisation Condition described in section 50.3(a) is complied with (**CVC Utilisation Condition**).
- (b) The following consequences will apply if RSP breaches the CVC Utilisation Condition:
 - (i) **nbn** may immediately cease paying this Forward Rebate; and
 - (ii) **nbn** may recover, and RSP must pay to **nbn**, any Forward Rebates paid in respect of Connect Orders that are Completed during the Billing Period in which that breach occurred.

C1.1.8 Eligibility and Term

- (a) To obtain the Forward Rebate, RSP must:
 - (i) opt in by providing notice to **nbn** in accordance with the processes determined by **nbn**;
 - (ii) provide **nbn** with any information it requires, including information to assist **nbn** to determine appropriate Baseline Numbers and Disconnection Limits; and
 - (iii) opt in to the Fast Anytime 100 Rebate under section C1.2.
- (b) Subject to section C1.1.8(c), if RSP opts in to the Forward Rebate in accordance with section C1.1.8(a), the Forward Rebate will be calculated by reference to Connect Orders that are Acknowledged on or after the date nominated by RSP, provided that the earliest date that RSP may nominate is:

- (i) 21 January 2019, if RSP has opted in by 15 January 2019; and
 - (ii) the first of the calendar month that starts 5 Business Days or more after RSP opts in, if RSP opts in after 15 January 2019.
- (c) RSP may opt out of receiving Forward Rebates during the Campaign Period in accordance with the processes determined by **nbn**, in which case:
 - (i) **nbn** will not provide any further Baseline Numbers in respect of any period after RSP has opted out;
 - (ii) **nbn** will not provide any Forward Rebates in respect of any Connect Order Acknowledged after RSP has opted out;
 - (iii) **nbn** will continue to provide Disconnection Limits in respect of each calendar month during the Term; and
 - (iv) RSP will continue to be liable to repay any Excess Rebate Amounts calculated under section C1.1.5 in respect of any calendar month during the Term.
- (d) For any period of time in which **nbn** provides separate sets of Baseline Numbers to RSP under section C1.1.4(c)(i):
 - (i) RSP must provide **nbn** with any information reasonably requested by **nbn**, including any information **nbn** requires to determine:
 - (A) the validity of the Segments having regard to the methods used by RSP to identify Connect Orders that are related to specific brands under which RSP Products and Downstream Products are supplied to Contracted End Users;
 - (B) appropriate Baseline Numbers and Disconnection Limits for each of the Segments; and
 - (C) whether RSP will reach or has reached one or more Baseline Numbers or Disconnection Limits in a calendar month; and
 - (ii) if RSP fails to provide any information in accordance with a request made by **nbn** under section C1.1.8(d)(i) within any time or format requested by **nbn** acting reasonably, **nbn** will not be required to pay any Forward Rebate to RSP in respect of the calendar month in which that failure occurred, notwithstanding any other provision of this section C1.1.
- (e) Without limiting sections C1.1.8(f) and C1.1.8(g), **nbn** may withdraw, suspend or amend this Forward Rebate on 30 days' notice to RSP.
- (f) **nbn** may extend the Campaign Period and Term of this Forward Rebate on 10 Business Days' prior notice to RSP.
- (g) **nbn** may withdraw, suspend or amend this Forward Rebate immediately, in order to comply with any lawful order, instruction or request of a Regulator or Government Agency.

C1.1.9 Process to Claim

- (a) **nbn** will automatically pay this Forward Rebate to RSP's nominated account by electronic funds transfer.

- (b) If the whole or any portion of any Excess Rebate Amount is not recovered by a reduction in a Forward Rebate payment under section C1.1.9(a), **nbn** may include the unrecovered amount in an invoice.

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

The details and conditions in section C1.2 apply in respect of the Fast Anytime 100 Rebate described in Part A.

C1.2 Fast Anytime 100 Rebate

Note: *nbn* will not provide any further Fast Anytime 100 Rebates under this section C1.2 during the term of this Agreement, and RSP will no longer be able to opt-in for the purposes of this Fast Anytime 100 Rebate, as the Campaign Period has expired. Some cross-references and defined terms relating to a Prior WBA, but with no remaining operation, have been retained without amendment.

C1.2.1 Fast Anytime 100 Rebate details

- (a) Subject to the terms of this section C1.2, **nbn** will provide a Rebate of \$160.00 (excluding GST) for each Qualifying Order that is Acknowledged during the Campaign Period and Completed during the Term (**Fast Anytime 100 Rebate**).
- (b) For the purposes of this section C1.2:
 - (i) **Campaign Period** means the period from 21 January 2019 to 30 June 2019;
 - (ii) **Qualifying Order** means any of the following orders, provided that the corresponding Qualifying Product Component is associated with a Bundled CVC at the time the order is Completed:
 - (A) a Connect Order for a Qualifying Product Component;
 - (B) a Modify Order (excluding any Same POI Migration Order or Temporary POI Migration Order) to modify an AVC TC-4 Product Component that is not a Qualifying Product Component to a Qualifying Product Component; and
 - (C) a Service Transfer Order in respect of which RSP is the Gaining RSP for a Qualifying Product Component (excluding any Service Transfer Order in relation to a Premises to which RSP, in its capacity as a downstream service provider, supplied a Downstream Product before the Service Transfer Order was Completed);
 - (iii) **Qualifying Product Component** means each of the following AVC TC-4 Product Components:

AVC TC-4 downstream Mbps (PIR)	AVC TC-4 upstream Mbps (PIR)	nbn TM Network
25–100	5–40	FTTB, FTTC and FTTN
100	40	Fibre and HFC
250	100	Fibre
500	200	Fibre

AVC TC-4 downstream Mbps (PIR)	AVC TC-4 upstream Mbps (PIR)	nbn™ Network
1000	400	Fibre

- (iv) **Term** means the duration of this Fast Anytime 100 Rebate as set out in Part A and as amended from time to time in accordance with this Agreement.
- (c) **nbn** will provide a Fast Anytime 100 Rebate for a maximum of one Qualifying Order for each Ordered Product.
- (d) **nbn** will not provide the Fast Anytime 100 Rebate in respect of:
 - (i) a Qualifying Order if the corresponding Ordered Product Component is subject to a subsequent Modify Order that results in the Ordered Product Component not being a Qualifying Product Component at the end of the calendar month in which the Qualifying Order was Completed;
 - (ii) any Connect Order that requires **nbn** to perform a Subsequent Installation; or
 - (iii) a Qualifying Order Acknowledged in a calendar month if RSP failed to provide Customer Forecasts due by the first of that month under section 4.2.2.1 of the [WBA Operations Manual](#).

C1.2.2 Downgrade and Disconnection Limits

Downgrade Limit

- (a) Subject to section C1.2.2(e), if the number of Downgrade Orders exceeds the Downgrade Limit in any calendar month during the Term, **nbn** may recover, and RSP must repay, an amount calculated according to the following formula:

$\text{Recoverable amount} = \$160.00 \times (\text{number of Downgrade Orders} - \text{Downgrade Limit})$
--

Where:

- (i) **Downgrade Order** means, in respect of a calendar month, a Modify Order Completed in that calendar month to modify a Qualifying Product Component to an Ordered Product Component that is not a Qualifying Product Component, excluding Modify Orders described in section C1.2.1(d)(i) and Connect Orders described in section C1.2.1(d)(ii); and
- (ii) **Downgrade Limit** means the number notified by **nbn** to RSP as the monthly "Downgrade Limit".

Disconnection Limit

- (b) Subject to sections C1.2.2(c) and C1.2.2(e), if the number of Disconnections exceeds the Disconnection Limit in any calendar month during the Term (the **Relevant Calendar Month**), **nbn** may recover, and RSP must repay, an amount equal to the Excess Rebate Amount, where:
- (i) **Disconnections** means, in respect of a calendar month, the number of **nbn**TM Ethernet Ordered Products disconnected by **nbn** in that calendar month, but excluding:
 - (A) any Service Transfer Order in relation to which the Other Gaining RSP, in its former capacity as a Downstream Service Provider, was supplying a Downstream Product before the Service Transfer Order was Completed); and
 - (B) any disconnection of an **nbn**TM Ethernet Ordered Product in respect of which section C1.2.1(d)(ii) applied;
 - (ii) **Disconnection Limit** means the number notified by **nbn** to RSP under section C1.1.5(b)(ii) as the monthly "Disconnection Limit"; and
 - (iii) **Excess Rebate Amount** means the sum of the Fast Anytime 100 Rebates paid or payable in respect of the last X Connect Orders Completed in the Relevant Calendar Month or any prior calendar month in respect of which:
 - (A) one or both of a Forward Rebate or a Fast Anytime 100 Rebate has been paid or is payable under section C1.1 or this section C1.2 (as applicable); and
 - (B) **nbn** has not previously recovered, or exercised a right to recover, any Rebate paid or payable under section C1.1 or this section C1.2,
- where $X = \text{Disconnections} - \text{Disconnection Limit}$.
- (c) For any period of time in respect of which **nbn** provides separate sets of Baseline Numbers to RSP under section C1.1.4(c):
- (i) **nbn** will provide separate Disconnection Limits for each Segment under section C1.1.5(c)(i); and
 - (ii) any liability of RSP under section C1.2.2(b) will be calculated separately for each Segment.
- (d) If **nbn** provides separate sets of Baseline Numbers to RSP under section C1.1.4(c) in respect of the last quarter in the Campaign Period, any liability of RSP under section C1.2.2(b) calculated after the Campaign Period will be calculated separately for each Segment.

Maximum liability

- (e) RSP's aggregate liability to **nbn** under sections C1.2.2(a) and C1.2.2(b) will not exceed the aggregate amount of the Fast Anytime 100 Rebates paid or payable to RSP under this section C1.2.

C1.2.3 CVC Utilisation Condition

- (a) To obtain this Fast Anytime 100 Rebate, RSP must ensure that all Bundled CVCs meet the CVC Utilisation Condition described in section 50.3(a) (**CVC Utilisation Condition**).
- (b) The following consequences will apply if RSP breaches the CVC Utilisation Condition:
 - (i) **nbn** may immediately cease paying this Fast Anytime 100 Rebate; and
 - (ii) **nbn** may recover, and RSP must pay to **nbn**, any Fast Anytime 100 Rebates paid in respect of Connect Orders that are Completed during the Billing Period in which that breach occurred.

C1.2.4 Eligibility and Term

- (a) To obtain the Fast Anytime 100 Rebate, RSP must:
 - (i) opt in by providing notice to **nbn** in accordance with the processes determined by **nbn**; and
 - (ii) opt in to the Forward Rebate under section C1.1.
- (b) Subject to section C1.2.4(c), this Fast Anytime 100 Rebate will be calculated by reference to Connect Orders that are Acknowledged on or after the date on which RSP opts in to the Fast Anytime 100 Rebate.
- (c) RSP may opt out of receiving Fast Anytime 100 Rebates during the Campaign Period in accordance with the processes determined by **nbn**, in which case:
 - (i) **nbn** will not provide any Fast Anytime 100 Rebates in respect of any Connect Order Acknowledged after RSP has opted out; and
 - (ii) RSP will continue to be liable to repay any recoverable amounts calculated under section C1.2.2 in respect of any month during the Term.
- (d) Without limiting sections C1.2.4(e) and C1.2.4(f), **nbn** may withdraw, suspend or amend this Fast Anytime 100 Rebate on 30 days' notice to RSP.
- (e) **nbn** may extend the Campaign Period and Term for this Fast Anytime 100 Rebate on 10 Business Days' prior notice to RSP.
- (f) **nbn** may withdraw, suspend or amend this Fast Anytime 100 Rebate immediately, in order to comply with any lawful order, instruction or request of a Regulator or Government Agency.

C1.2.5 Process to Claim

- (a) **nbn** will automatically pay this Fast Anytime 100 Rebate to RSP's nominated account by electronic funds transfer.
- (b) If the whole or any portion of any Recoverable Amount or Excess Rebate Amount is not recovered by a reduction in a Fast Anytime 100 Rebate payment under section C1.2.5(a), **nbn** may include the unrecovered amount in an invoice.

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

The details and conditions in section C1.3 apply in respect of the Forward 2.0 Rebate described in Part A.

C1.3 Forward 2.0 Rebate

Note: *nbn* will not provide any further Forward 2.0 Rebates under this section C1.3 during the term of this Agreement, and RSP will no longer be able to opt-in for the purposes of this Forward 2.0 Rebate, as the Campaign Period has expired. Some cross-references and defined terms relating to a Prior WBA, but with no remaining operation, have been retained without amendment.

C1.3.1 Forward 2.0 Rebate details

- (a) Subject to the terms of this section C1.3, **nbn** will provide a Rebate to RSP, calculated in accordance with the table below, for each Connect Order submitted by RSP for one of the AVC TC-4 Product Components listed in the table below if the Connect Order is:
- (i) Acknowledged during the Campaign Period;
 - (ii) Acknowledged within the Early Incentive Period, Mid Incentive Period or Late Incentive Period for the relevant Premises;
 - (iii) Completed within 90 days after the date of Acknowledgement; and
 - (iv) Completed after RSP and any Rebate Group Members have reached the Baseline Number applicable to that Connect Order (as determined under section C1.3.2(b)).

Note: For clarity, a Non-Infrastructure Type Transfer is not a Connect Order and is not eligible for a Forward 2.0 Rebate.

AVC TC-4 downstream Mbps (PIR) ¹	AVC TC-4 upstream Mbps (PIR) ¹	nbn TM Network	Rebate for Connect Order for AVC associated with a Basic CVC ²			Rebate for Connect Order for AVC associated with a Bundled CVC ²		
			Early Incentive Period ³	Mid Incentive Period ³	Late Incentive Period ³	Early Incentive Period ³	Mid Incentive Period ³	Late Incentive Period ³
12	1	Fibre, FTTB, FTTC, FTTN and HFC	N/A	N/A	N/A	\$67.50 ⁴	\$45.00 ⁴	\$22.50 ⁴
25	5	Fibre, FTTB, FTTC, FTTN and HFC	\$81.00	\$54.00	\$27.00	\$135.00	\$90.00	\$45.00
25	5–10	FTTB, FTTC and FTTN	\$90.00	\$60.00	\$30.00	\$135.00	\$90.00	\$45.00

AVC TC-4 downstream Mbps (PIR) ¹	AVC TC-4 upstream Mbps (PIR) ¹	nbn™ Network	Rebate for Connect Order for AVC associated with a Basic CVC ²			Rebate for Connect Order for AVC associated with a Bundled CVC ²		
			Early Incentive Period ³	Mid Incentive Period ³	Late Incentive Period ³	Early Incentive Period ³	Mid Incentive Period ³	Late Incentive Period ³
25	10	Fibre and HFC	\$90.00	\$60.00	\$30.00	\$135.00	\$90.00	\$45.00
25–50	5–20	FTTB, FTTC and FTTN	\$102.00	\$68.00	\$34.00	\$135.00	\$90.00	\$45.00
50	20	Fibre and HFC	\$102.00	\$68.00	\$34.00	\$135.00	\$90.00	\$45.00
25–100	5–40	FTTB, FTTC and FTTN	\$114.00	\$76.00	\$38.00	\$195.00	\$130.00	\$65.00
100	40	Fibre and HFC	\$114.00	\$76.00	\$38.00	\$195.00	\$130.00	\$65.00
250	100	Fibre	\$114.00	\$76.00	\$38.00	\$195.00	\$130.00	\$65.00
500	200	Fibre	\$114.00	\$76.00	\$38.00	\$195.00	\$130.00	\$65.00
1000	400	Fibre	\$114.00	\$76.00	\$38.00	\$195.00	\$130.00	\$65.00

Notes:

1. The bandwidth profile of a relevant AVC TC-4 Product Component will be determined as at the time **nbn** Completes the Connect Order for that AVC TC-4 Product Component.
2. Whether an AVC TC-4 Product Component is associated with a Basic CVC or a Bundled CVC will be determined as at the time **nbn** Completes the Connect Order for that AVC TC-4 Product Component.
3. The Forward 2.0 Rebates listed in the Early Incentive Period, Mid Incentive Period and Late Incentive Period columns apply to Connect Orders for AVC TC-4 Product Components that are Acknowledged during the Early Incentive Period, Mid Incentive Period or Late Incentive Period respectively for the relevant Premises.
4. These Forward 2.0 Rebates will only apply to AVC TC-4 Product Components that are subject to the Entry Level Bundles Discount as at the time **nbn** Completes the Connect Order.
5. For clarity, the terms of this section C1.3 are separate to the terms of the Forward Rebate under section C1.1. The Forward Rebate terms will continue to apply under section C1.1.

(b) For the purposes of this section C1.3:

- (i) **Baseline Numbers** has the meaning given to that term in sections C1.3.2, C1.3.3 and C1.3.4, as the context requires;
- (ii) **Campaign Period** means the period from 1 July 2019 to 31 December 2019;
- (iii) **Early Incentive Period** means, in respect of a Premises, the period between 0 and 30 calendar days after the RTC Date (inclusive);
- (iv) **Incentive Periods** refers to the Early Incentive Period, Mid Incentive Period and Late Incentive Period;
- (v) **Late Incentive Period** means, in respect of a Premises, the period between 91 and 180 calendar days after the RTC Date (inclusive);
- (vi) **Mid Incentive Period** means, in respect of a Premises, the period between 31 and 90 calendar days after the RTC Date (inclusive);
- (vii) **Rebate Group** has the meaning given to that term in section C1.3.3(c)(i);
- (viii) **Rebate Group Member** has the meaning given to that term in section C1.3.3(c)(i);
- (ix) **Related Eligible RSP** has the meaning given to that term in section C1.3.3(a);
- (x) **RTC Date** means, in respect of a Premises, the date on which that Premises first becomes Service Class 1, Service Class 2, Service Class 3, Service Class 11, Service Class 12, Service Class 13, Service Class 21, Service Class 22, Service Class 23, Service Class 24, Service Class 31, Service Class 32, Service Class 33 or Service Class 34 (whichever is earliest);
- (xi) **Segment** has the meaning given to that term in section C1.3.4(a) or C1.3.4(b), as the context requires; and
- (xii) **Term** means the duration of this Forward 2.0 Rebate as set out in Part A and as amended from time to time in accordance with this Agreement.

C1.3.2 Baseline Numbers

- (a) Before the start of each calendar quarter that is within the Campaign Period and subject to section C1.3.3(c), **nbn** will notify RSP of a separate “baseline number” in respect of each Incentive Period for each month in that calendar quarter (each a **Baseline Number**).
- (b) For the purposes of this section C1.3 and subject to section C1.3.6(d), RSP will have reached the Baseline Number applicable to a Connect Order if **nbn** Completes a number of Connect Orders equivalent to the Baseline Number that:
 - (i) are submitted by RSP or any Rebate Group Member;
 - (ii) are Acknowledged in the same month as the relevant Connect Order;
 - (iii) have the same applicable Incentive Period as the relevant Connect Order; and

(iv) relate to the same Segment (if applicable).

Example

In June 2019, **nbn** notifies RSP of the Baseline Numbers for RSP for each of the months of July, August and September 2019. The Baseline Numbers for July 2019 are as follows:

- Early Incentive Period: 1000;
- Mid Incentive Period: 800; and
- Late Incentive Period: 700.

nbn Completes the following Connect Orders for RSP in July 2019 which were also Acknowledged in July 2019:

- 1300 Connect Orders that were Acknowledged during the Early Incentive Period;
- 600 Connect Orders that were Acknowledged during the Mid Incentive Period; and
- 1100 Connect Orders that were Acknowledged during the Late Incentive Period.

Entitlement

RSP will be entitled to a Forward 2.0 Rebate (calculated in accordance with section C1.3.1(a)) for the following Connect Orders Completed by **nbn**:

- of the Connect Orders that were Acknowledged in July 2019 during their Early Incentive Period, the last 300 Connect Orders Completed;
- no Connect Orders that were Acknowledged in July 2019 during their Mid Incentive Period; and
- of the Connect Orders that were Acknowledged in July 2019 during their Late Incentive Period, the last 400 Connect Orders Completed.

Note: Where RSP is part of a Rebate Group, and the Connect Orders that **nbn** Completes across the Rebate Group exceeds the Baseline Number for that Rebate Group, RSP will be entitled to a Forward 2.0 Rebate in respect of those Connect Orders Completed for that RSP (not for all Rebate Group Members) after the Baseline Number is reached.

(c) If **nbn** fails to provide any Baseline Number to RSP (or, if section C1.3.3(c) applies, to any Rebate Group Member) for a calendar month, the omitted Baseline Number will be deemed to be the same as the most recent corresponding Baseline Number provided for a previous calendar month (if any).

C1.3.3 Baseline Numbers for Rebate Groups

- (a) RSP may (by the date notified by **nbn**) request **nbn** to provide a single set of Baseline Numbers to RSP and all Other RSPs who are Related Bodies Corporate of RSP and are eligible to receive this Forward 2.0 Rebate in accordance with section C1.3.8(a) (each such Other RSP, a **Related Eligible RSP**).
- (b) **nbn** may, in its absolute discretion, accept or reject a request under section C1.3.3(a).
- (c) If RSP or a Related Eligible RSP makes a request under section C1.3.3(a) and **nbn** accepts that request under section C1.3.3(b):
 - (i) each Related Eligible RSP will be deemed to be a "**Rebate Group Member**", and RSP and all Related Eligible RSPs will together be deemed to be a "**Rebate Group**", for the purposes of this section C1.3;
 - (ii) **nbn** will provide Baseline Numbers for the remainder of the Campaign Period, and Disconnection Limits for the remainder of the Term, that apply to RSP and all Rebate Group Members as if they were a single entity (and will not separate out Baseline Numbers and Disconnection Limits for RSP or for any Rebate Group Member); and
 - (iii) **nbn** may provide Baseline Numbers and Disconnection Limits in accordance with section C1.3.3(c)(ii) (and section C1.3.4(d)(i) if applicable) to any Rebate Group Member, and the provision of a Baseline Number or Disconnection Limit to either RSP or any Rebate Group Member will constitute notice of the relevant Baseline Number or Disconnection Limit to RSP and all Rebate Group Members.

C1.3.4 Split Baseline Numbers

- (a) If RSP is not part of a Rebate Group, RSP may request **nbn** to provide two separate sets of Baseline Numbers to RSP to apply to Connect Orders for each of the following two categories of Product Components (each category, a **Segment**):
 - (i) **nbn**TM Ethernet Product Components to be used as inputs to RSP Products supplied through a specified business unit or brand, or through a specified group of (related or unrelated) business units or brands, nominated by RSP; and
 - (ii) **nbn**TM Ethernet Product Components that are inputs to all other RSP Products.
- (b) If RSP is part of a Rebate Group, RSP may request **nbn** to provide two separate sets of Baseline Numbers in respect of the Rebate Group, to apply to each of the following two categories of Product Components (each category, a **Segment**):
 - (i) **nbn**TM Ethernet Product Components to be used as inputs to retail or wholesale products or services supplied by the Rebate Group to a third party through a specified business unit or brand, or through a specified group of (related or unrelated) business units or brands, nominated by RSP; and

- (ii) **nbn**TM Ethernet Product Components that are inputs to all other retail and wholesale products or services supplied by the Rebate Group to a third party.

Example

A single RSP has two retail brands and a wholesale business providing RSP Products to five Downstream Service Providers. RSP is not part of a Rebate Group. RSP may request under section C1.3.4(a) that **nbn** provide one set of Baseline Numbers in relation to both of RSP's retail brands and a separate set of Baseline Numbers in relation to all of RSP's wholesale business provided that RSP has data to distinguish the orders placed for each category, as required under sections C1.3.4(c)(ii) and C1.3.8(e) below.

- (c) A request by RSP under section C1.3.4(a) or C1.3.4(b) must be:
 - (i) made by the date notified by **nbn**; and
 - (ii) accompanied by such information about the proposed Segments as reasonably required by **nbn**.
- (d) **nbn** may, in its absolute discretion, accept or reject a request under section C1.3.4(a) or C1.3.4(b). If **nbn** accepts such a request:
 - (i) **nbn** will provide separate sets of Baseline Numbers for each of the two Segments;
 - (ii) **nbn** may stop providing separate sets of Baseline Numbers at any time (and instead provide a single set of Baseline Numbers across both Segments) by giving notice to RSP or a Rebate Group Member; and
 - (iii) **nbn** is not obliged to provide a single set of Baseline Numbers across both Segments unless **nbn** has given notice to RSP in accordance with section C1.3.4(d)(ii).
- (e) If any Rebate Group Member requests separate Baseline Numbers for a Rebate Group under section C1.3.4(b), and **nbn** consequently provides separate Baseline Numbers to RSP or any Rebate Group Member under C1.3.4(d), RSP will be subject to the separate Baseline Numbers as if RSP had itself made a request under section C1.3.4(b) and **nbn** had granted RSP's request under section C1.3.4(d).

C1.3.5 Disconnection Limit

- (a) Subject to section C1.3.5(e), if the Disconnection Rate exceeds the Disconnection Limit in any calendar month during the Term (the **Relevant Calendar Month**), **nbn** may recover, and RSP must repay, an amount equal to the Excess Rebate Amount.
- (b) For the purposes of this section C1.3 and subject to sections C1.3.5(c) and C1.3.5(e):
 - (i) **Disconnection Limit** means the number notified by **nbn** to RSP or a Rebate Group Member as the monthly "Disconnection Limit" in respect of that RSP and any Rebate Group Members;
 - (ii) **Disconnection Rate** means, in respect of a calendar month:

$$\frac{\text{Monthly Disconnection Amount}}{\text{Monthly Average Base}} \times 100$$

(iii) **Monthly Disconnection Amount** means, in respect of a calendar month, the total number of AVC TC-4 Product Components of **nbn**TM Ethernet (Fibre), **nbn**TM Ethernet (FTTB), **nbn**TM Ethernet (FTTC), **nbn**TM Ethernet (FTTN) and **nbn**TM Ethernet (HFC), supplied to RSP and any Rebate Group Members, which are disconnected by **nbn** in that calendar month, except for any AVC TC-4 Product Components:

- (A) with a bandwidth profile of 12 Mbps downstream and 1 Mbps upstream associated with a Basic CVC;
- (B) supplied as a result of a Connect Order that required **nbn** to perform a Subsequent Installation; or
- (C) disconnected by **nbn** as part of a Non-Infrastructure Type Transfer to an Other RSP;

(iv) **Monthly Average Base** means, in respect of a calendar month:

$$\frac{\text{Eligible Active Base at the end of the first calendar day of the month} + \text{Eligible Active Base at the end of the last calendar day of the month}}{2}$$

(v) **Eligible Active Base** means, at a given point in time, the total number of AVC TC-4 Product Components of **nbn**TM Ethernet (Fibre), **nbn**TM Ethernet (FTTB), **nbn**TM Ethernet (FTTC), **nbn**TM Ethernet (FTTN) and **nbn**TM Ethernet (HFC) supplied to RSP and any Rebate Group Members, except for any AVC TC-4 Product Components:

- (A) with a bandwidth profile of 12 Mbps downstream and 1 Mbps upstream associated with a Basic CVC; or
- (B) supplied as a result of a Connect Order that required **nbn** to perform a Subsequent Installation;

(vi) **Excess Rebate Amount** means the sum of Forward 2.0 Rebates paid or payable to RSP in respect of the last X Connect Orders:

- (A) Completed for RSP and any Rebate Group Members in the Relevant Calendar Month or any prior calendar month;
- (B) in respect of which one or both of a Forward 2.0 Rebate or a Fast 2.0 Rebate has been paid or is payable to RSP under this section C1.3 or section C1.4 (as applicable); and
- (C) in respect of which **nbn** has not previously recovered, or exercised a right to recover, any Rebate paid or payable under this section C1.3,

where $X = \frac{(\text{Disconnection Rate} - \text{Disconnection Limit})}{100} \times \text{Monthly Average Base}$, rounded down to the nearest whole number.

(c) For any period of time in respect of which **nbn** provides separate sets of Baseline Numbers under sections C1.3.4(d) and C1.3.4(e) (as applicable):

- (i) **nbn** will provide separate Disconnection Limits for each Segment; and
- (ii) any liability of RSP under sections C1.3.5(a) and C1.3.5(b) will be calculated separately for each Segment.
- (d) If **nbn** provides separate sets of Baseline Numbers under sections C1.3.4(d) and C1.3.4(e) (as applicable) in respect of the last quarter in the Campaign Period, any liability of RSP under sections C1.3.5(a) and C1.3.5(b) calculated after the Campaign Period will be calculated separately for each Segment.
- (e) RSP's aggregate liability to **nbn** under this section C1.3.5 will not exceed the aggregate amount of the Forward 2.0 Rebates paid or payable to RSP under this section C1.3.

C1.3.6 Connect Orders to which this Rebate relates

- (a) The Forward 2.0 Rebate only applies to Connect Orders in respect of AVC TC-4 Product Components of **nbn**TM Ethernet (Fibre), **nbn**TM Ethernet (FTTB), **nbn**TM Ethernet (FTTC), **nbn**TM Ethernet (FTTN) and **nbn**TM Ethernet (HFC).
- (b) For clarity, the Forward 2.0 Rebate does not apply to any Connect Orders in respect of AVC TC-4 Product Components of **nbn**TM Ethernet (Wireless) or **nbn**TM Ethernet (Satellite).
- (c) The Forward 2.0 Rebate will not apply to:
 - (i) any Connect Order Acknowledged in a calendar month if RSP or any Rebate Group Members failed to provide Customer Forecasts due by the first of that month under section 4.2.2.1 of the [WBA Operations Manual](#);
 - (ii) any Connect Order that requires **nbn** to perform a Subsequent Installation; or
 - (iii) any Service Transfer Order:
 - (A) in relation to which the Losing RSP is a Related Body Corporate;
 - (B) in relation to a Premises to which RSP or a Related Body Corporate, in their capacity as a downstream service provider, supplied a downstream product before the Service Transfer Order was Completed; or
 - (C) in relation to which the Losing RSP or its Related Body Corporate has become a Downstream Service Provider in respect of the Ordered Product Component arising from the Service Transfer Order.
- (d) If a Forward 2.0 Rebate does not apply to a Connect Order under sections C1.3.6(c)(ii) or C1.3.6(c)(iii), that Connect Order will not be included for the purposes of determining whether any Baseline Number has been reached.

C1.3.7 CVC Utilisation Conditions

- (a) To obtain this Forward 2.0 Rebate, RSP must comply with each of the CVC Utilisation Conditions described in section 20.5(a) for the Campaign Period.
- (b) For the purposes of this section C1.3.7, **Breaching Month** means each calendar month in which the consequence in section 20.5(b)(ii) applies to a RSP or a Rebate Group Member (as relevant).
- (c) If the consequence in section 20.5(b)(ii) applies to RSP, then, in addition to that consequence:
 - (i) RSP will not be entitled to any Forward 2.0 Rebates in respect of Connect Orders Completed during the Breaching Month;
 - (ii) if RSP is part of a Rebate Group:
 - (A) RSP will, for the duration of the Breaching Month, no longer be part of the Rebate Group and not be considered to have any Rebate Group Members for the purposes of sections C1.3.1(a)(iv) and C1.3.2(b); and
 - (B) despite section C1.3.3(c)(ii), **nbn** may provide an updated Baseline Number to RSP in respect of RSP only (and not in respect of the Rebate Group), which will apply for the Breaching Month only; and
 - (iii) RSP will continue to be liable to repay any Excess Rebate Amounts calculated under section C1.3.5 in respect of the Breaching Month.
- (d) If the consequence in section 20.5(b)(ii) applies to a Rebate Group Member of RSP (**Breaching Member**), then:
 - (i) for the duration of the Breaching Month:
 - (A) the Breaching Member will no longer be considered part of RSP's Rebate Group for the purposes of sections C1.3.1(a)(iv) and C1.3.2(b) and any references to "Rebate Group Members" in those sections will be read as no longer including the Breaching Member; and
 - (B) subject to sections C1.3.8(d)(i) and C1.3.8(d)(iii), the Breaching Member will continue to be considered as a Rebate Group Member for the purposes of section C1.3.5; and
 - (ii) despite section C1.3.3(c)(ii), **nbn** may provide updated Baseline Numbers for RSP and the remaining Rebate Group Members, which will apply for the Breaching Month only.

C1.3.8 Eligibility and Term

Opt-in

- (a) To obtain the Forward 2.0 Rebate, RSP must:
- (i) opt in by RSP, or a Rebate Group Member on RSP's behalf, providing notice to **nbn** in accordance with the processes determined by **nbn**;
 - (ii) provide **nbn** with any information it requires, including information to assist **nbn** to determine appropriate Baseline Numbers and Disconnection Limits; and
 - (iii) opt in to the Fast 2.0 Rebate under section C1.4.
- (b) Subject to section C1.3.8(c), if RSP opts in to the Forward 2.0 Rebate in accordance with section C1.3.8(a), the Forward 2.0 Rebate will be calculated by reference to Connect Orders that are Acknowledged on or after the date nominated by RSP, provided that the earliest date that RSP may nominate is:
- (i) 1 July 2019, if RSP has opted in on or before 5 July 2019; and
 - (ii) the first day of the calendar month that starts 5 Business Days or more after RSP opts in, if RSP opts in after 5 July 2019.

Opt-out

- (c) RSP may opt out of receiving Forward 2.0 Rebates during the Campaign Period in accordance with the processes determined by **nbn**, in which case:
- (i) subject to section C1.3.8(c)(iv)(B), **nbn** will not provide any further Baseline Numbers to RSP in respect of any period after RSP has opted out;
 - (ii) **nbn** will not provide any Forward 2.0 Rebates to RSP in respect of any Connect Order Acknowledged on or after the date on which RSP has opted out;
 - (iii) **nbn** will continue to provide Disconnection Limits applicable to RSP in respect of each calendar month during the Term;
 - (iv) if RSP was part of a Rebate Group prior to opting out, then:
 - (A) from the first day of the calendar month in which RSP opts out, RSP will no longer be considered part of a Rebate Group, and Related Eligible RSPs will no longer be RSP's Rebate Group Members;
 - (B) **nbn** may provide an updated Baseline Number to RSP applicable to RSP only (and not to the Rebate Group), which will apply only for the calendar month in which RSP opts out; and
 - (C) **nbn** may provide updated Disconnection Limits applicable to RSP only (not to the Rebate Group), which will apply from the first day of the calendar month in which RSP opts out and for the duration of the Term;

- (v) RSP will continue to be liable to repay any Excess Rebate Amounts calculated under section C1.3.5 in respect of any calendar month during the Term; and
 - (vi) RSP will be deemed to have opted out of the Fast 2.0 Rebate under section C1.4.4(c).
- (d) If a Rebate Group Member of RSP opts out of receiving Forward 2.0 Rebates in accordance with section C1.3.8(c) (**Departing Member**), then:
- (i) from the first day of the calendar month in which the Departing Member opts out, the Departing Member will no longer be considered part of RSP's Rebate Group and any references to a "Rebate Group Member" in section C1.3 (except this section C1.3.8(d)) will be read as no longer including the Departing Member;
 - (ii) **nbn** may provide updated Baseline Numbers for RSP and the remaining Rebate Group Members (as if they were a single entity), which will apply from the first day of the calendar month in which the Departing Member opts out and for the duration of the Campaign Period; and
 - (iii) **nbn** may provide updated Disconnection Limits for RSP and the remaining Rebate Group Members, which will apply from the first day of the calendar month in which the Departing Member opts out and for the duration of the Term.

Segment information obligations

- (e) For any period of time in which **nbn** provides separate sets of Baseline Numbers under sections C1.3.4(d) and C1.3.4(e) (as applicable):
- (i) RSP must provide **nbn** with any information reasonably requested by **nbn**, including any information **nbn** requires to determine:
 - (A) the validity of the Segments having regard to the methods used by RSP to identify Connect Orders that are related to specific brands under which RSP Products and Downstream Products are supplied to Contracted End Users;
 - (B) appropriate Baseline Numbers and Disconnection Limits for each of the Segments; and
 - (C) whether RSP and any Rebate Group Members will reach or have reached one or more Baseline Numbers or Disconnection Limits in a calendar month; and
 - (ii) if RSP or any Rebate Group Member fails to provide any information in accordance with a request made by **nbn** under section C1.3.8(e)(i) within any time or format requested by **nbn** acting reasonably, **nbn** will not be required to pay any Forward 2.0 Rebate to RSP in respect of the calendar month in which that failure occurred, notwithstanding any other provision of this section C1.3.

Term

- (f) Without limiting sections C1.3.8(g) and C1.3.8(h), **nbn** may withdraw, suspend or amend this Forward 2.0 Rebate on 30 days' notice to RSP.

- (g) **nbn** may extend the Campaign Period and Term of this Forward 2.0 Rebate on 10 Business Days' prior notice to RSP.
- (h) **nbn** may withdraw, suspend or amend this Forward 2.0 Rebate immediately, in order to comply with any lawful order, instruction or request of a Regulator or Government Agency.

C1.3.9 Process to Claim

- (a) **nbn** will automatically pay this Forward 2.0 Rebate to RSP's nominated account, or to the nominated account of any Rebate Group Member, by electronic funds transfer.
- (b) **nbn** may offset any liability of RSP for Excess Rebate Amounts or Recoverable Amounts under the Forward Rebate, the Fast Anytime 100 Rebate, this Forward 2.0 Rebate or the Fast 2.0 Rebate against any amount payable by **nbn** under section C1.3.9(a).
- (c) If the whole or any portion of any Excess Rebate Amount is not recovered by a reduction in a Forward 2.0 Rebate payment under section C1.3.9(b), **nbn** may include the unrecovered amount in an invoice.

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

C1.3.10 Interpretation

- (a) Where this section C1.3 refers to the Agreement, or the Discounts, Credits and Rebates List, in respect of a Rebate Group Member, such references are deemed to be references to the Other Wholesale Broadband Agreement, or the Discounts, Credits and Rebates List issued under the Other Wholesale Broadband Agreement, to which that Rebate Group Member is a party.

The details and conditions in section C1.4 apply in respect of the Fast 2.0 Rebate described in Part A.

C1.4 Fast 2.0 Rebate

Note: *nbn* will not provide any further Fast 2.0 Rebates under this section C1.4 during the term of this Agreement, and RSP will no longer be able to opt-in for the purposes of this Fast 2.0 Rebate, as the Campaign Period has expired. Some cross-references and defined terms relating to a Prior WBA, but with no remaining operation, have been retained without amendment.

C1.4.1 Fast 2.0 Rebate details

- (a) Subject to the terms of this section C1.4, **nbn** will provide a Rebate to RSP for each Qualifying Order that is Acknowledged during the Campaign Period and Completed within 90 days after the date of Acknowledgement, as follows:
- (i) \$160.00 (excluding GST), if the Qualifying Order is Acknowledged within 180 calendar days (inclusive) of the relevant RTC Date; and
 - (ii) \$100.00 (excluding GST), if the Qualifying Order is Acknowledged 181 or more calendar days after the relevant RTC Date.

Note: For clarity, the terms of this section C1.4 are separate to the terms of the Fast Anytime 100 Rebate under section C1.2. The Fast Anytime 100 Rebate terms will continue to apply under section C1.2.

- (b) For the purposes of this section C1.4:
- (i) **Campaign Period** means the period from 1 July 2019 to 31 December 2019;
 - (ii) **Qualifying Order** means any of the following orders, provided that the corresponding Qualifying Product Component is associated with a Bundled CVC at the time the order is Completed:
 - (A) a Connect Order for a Qualifying Product Component;
 - (B) a Modify Order (excluding any Same POI Migration Order or Temporary POI Migration Order) to modify an AVC TC-4 Product Component that is not a Qualifying Product Component to a Qualifying Product Component; and
 - (C) a Service Transfer Order in respect of which RSP is the Gaining RSP for a Qualifying Product Component;

Note: For clarity, a Non-Infrastructure Type Transfer is not a Qualifying Order.
 - (iii) **Qualifying Product Component** means each of the following AVC TC-4 Product Components:

AVC TC-4 downstream Mbps (PIR)	AVC TC-4 upstream Mbps (PIR)	nbn™ Network
25–100	5–40	FTTB, FTTC and FTTN
100	40	Fibre and HFC
250	100	Fibre
500	200	Fibre
1000	400	Fibre

(iv) **Term** means the duration of this Fast 2.0 Rebate as set out in Part A and as amended from time to time in accordance with this Agreement; and

(v) the following terms have the meaning given to them in section C1.3: **Baseline Number, Rebate Group, Rebate Group Member, Related Eligible RSP** and **RTC Date**.

(c) **nbn** will provide a Fast 2.0 Rebate for a maximum of one Qualifying Order for each Ordered Product.

(d) **nbn** will not provide the Fast 2.0 Rebate in respect of:

(i) a Modify Order if the corresponding Ordered Product Component is subject to a subsequent Modify Order that results in the Ordered Product Component not being a Qualifying Product Component at the end of the calendar month in which the Qualifying Order was Completed;

(ii) a Qualifying Order resulting in the supply of a Qualifying Product Component at a Premises if, at any time before that Qualifying Order, a Qualifying Product Component was supplied at that Premises to:

(A) RSP or to a Related Body Corporate; or

(B) an Other RSP, and used by RSP or a Related Body Corporate in their capacity as a downstream service provider;

(iii) a Qualifying Order resulting in the supply of a Qualifying Product Component at a Premises if:

(A) RSP will use the Qualifying Product Component as an input to an RSP Product supplied to a Downstream Service Provider; and

(B) at any time before the Qualifying Order, a Qualifying Product Component was supplied at that Premises to that Downstream Service Provider or its Related Body Corporate, in their capacity as an Other RSP;

- (iv) any Connect Order that requires **nbn** to perform a Subsequent Installation; or
- (v) a Qualifying Order Acknowledged in a calendar month if RSP or any Rebate Group Members failed to provide Customer Forecasts due by the first of that month under section 4.2.2.1 of the [WBA Operations Manual](#).

C1.4.2 Downgrade and Disconnection Limits

Downgrade Limit

- (a) Subject to section C1.4.2(g), if the Downgrade Rate exceeds the Downgrade Limit in any calendar month during the Term (the **Relevant Calendar Month**), **nbn** may recover, and RSP must repay, an amount equal to the Recoverable Amount.
- (b) For the purposes of this section C1.4 and subject to sections C1.4.2(c), C1.4.2(e) and C1.4.2(f):

- (i) **Downgrade Limit** means the number notified by **nbn** to RSP or a Rebate Group Member as the monthly “Downgrade Limit” in respect of that RSP and any Rebate Group Members;

- (ii) **Downgrade Rate** means, in respect of a calendar month:

$$\frac{\text{Monthly Downgrade Amount}}{\text{Monthly Average Base}} \times 100$$

- (iii) **Monthly Downgrade Amount** means, in respect of a calendar month, the total number of Modify Orders submitted by RSP and any Rebate Group Members at any time and Completed in that calendar month to modify a Qualifying Product Component supplied to RSP or any Rebate Group Members to a Product Component that is not a Qualifying Product Component;

- (iv) **Monthly Average Base** means, in respect of a calendar month:

$$\frac{\text{Eligible Active Base at the end of the first calendar day of the month} + \text{Eligible Active Base at the end of the last calendar day of the month}}{2}$$

- (v) **Eligible Active Base** means, at a given point in time, the total number of Qualifying Product Components supplied to RSP or any Rebate Group Members; and

- (vi) **Recoverable Amount** means the sum of Fast 2.0 Rebates paid or payable to RSP in respect of the last Y Qualifying Orders:

- (A) Completed for RSP and any Rebate Group Members in the Relevant Calendar Month or any prior calendar month;

- (B) in respect of which a Fast 2.0 Rebate has been paid or is payable to RSP under this section C1.4; and

- (C) in respect of which **nbn** has not previously recovered, or exercised a right to recover, any Rebate paid or payable under this section C1.4,

where $Y = \frac{(\text{Downgrade Rate} - \text{Downgrade Limit})}{100} \times \text{Monthly Average Base}$, rounded down to the nearest whole number.

- (c) If RSP is or becomes part of a Rebate Group (as set out in section C1.3.3):
- (i) **nbn** will provide a Downgrade Limit for the remainder of the Term that applies to RSP and all Rebate Group Members as if they were a single entity; and
 - (ii) **nbn** may provide Downgrade Limits in accordance with section C1.4.2(c)(i) to any Rebate Group Member, and the provision of a Downgrade Limit to either RSP or any Rebate Group Member will constitute notice of the relevant Downgrade Limit to RSP and all Rebate Group Members.

Disconnection Limit

- (d) Subject to sections C1.4.2(e) to C1.4.2(g), if the Disconnection Rate exceeds the Disconnection Limit in any calendar month during the Term (the **Relevant Calendar Month**), **nbn** may recover, and RSP must repay, an amount equal to the Excess Rebate Amount, where:
- (i) **Disconnection Limit** and **Disconnection Rate** have the meaning given to those terms in section C1.3; and
 - (ii) **Excess Rebate Amount** means the sum of the Fast 2.0 Rebates paid or payable to RSP in respect of the last X Connect Orders:
 - (A) Completed for RSP and any Rebate Group Members in the Relevant Calendar Month or any prior calendar month;
 - (B) in respect of which one or both of a Forward 2.0 Rebate or a Fast 2.0 Rebate has been paid or is payable to RSP under section C1.3 or this section C1.4 (as applicable); and
 - (C) in respect of which **nbn** has not previously recovered, or exercised a right to recover, any Rebate paid or payable under this section C1.4,

where $X = \frac{(\text{Disconnection Rate} - \text{Disconnection Limit})}{100} \times \text{Monthly Average Base}$, rounded down to the nearest whole number.

Downgrades and Disconnections in separate Segments

- (e) For any period of time in respect of which **nbn** provides separate sets of Baseline Numbers under sections C1.3.4(d) and C1.3.4(e) (as applicable):
- (i) **nbn** will provide separate Downgrade Limits for each Segment; and

- (ii) any liability of RSP under sections C1.4.2(a) and C1.4.2(d) will be calculated separately for each Segment.
- (f) If **nbn** provides separate sets of Baseline Numbers under sections C1.3.4(d) and C1.3.4(e) (as applicable) in respect of the last quarter in the Campaign Period, any liability of RSP under sections C1.4.2(a) and C1.4.2(d) calculated after the Campaign Period will be calculated separately for each Segment.

Maximum liability

- (g) RSP's aggregate liability to **nbn** under sections C1.4.2(a) and C1.4.2(d) will not exceed the aggregate amount of the Fast 2.0 Rebates paid or payable to RSP under this section C1.4.

C1.4.3 CVC Utilisation Conditions

- (a) To obtain this Fast 2.0 Rebate, RSP must comply with each of the CVC Utilisation Conditions described in section 20.5(a) for the Campaign Period.
- (b) For the purposes of this section C1.4.3, **Breaching Month** means each calendar month in which the consequence in section 20.5(b)(ii) applies to a RSP or a Rebate Group Member (as relevant).
- (c) If the consequence in section 20.5(b)(ii) applies to RSP, then, in addition to that consequence:
 - (i) RSP will not be entitled to any Fast 2.0 Rebates in respect of Qualifying Orders Completed during the Breaching Month; and
 - (ii) RSP will continue to be liable to repay any Excess Rebate Amounts and Recoverable Amounts calculated under section C1.4.2 in respect of the Breaching Month.
- (d) If the consequence in section 20.5(b)(ii) applies to a Rebate Group Member of RSP (**Breaching Member**), then, for the duration of the Breaching Month and subject to section C1.4.4(d), the Breaching Member will continue to be considered as a Rebate Group Member for the purposes of section C1.4.2.

C1.4.4 Eligibility and Term

Opt-in

- (a) To obtain the Fast 2.0 Rebate, RSP must:
 - (i) opt in by RSP, or a Rebate Group Member on RSP's Behalf, providing notice to **nbn** in accordance with the processes determined by **nbn**; and
 - (ii) opt in to the Forward 2.0 Rebate under section C1.3.

- (b) Subject to section C1.4.4(c), this Fast 2.0 Rebate will be calculated by reference to Qualifying Orders that are Acknowledged on or after the date on which RSP nominates to become eligible for Forward 2.0 Rebates in accordance with section C1.3.8(b).

Opt-out

- (c) RSP may opt out of receiving Fast 2.0 Rebates during the Campaign Period in accordance with the processes determined by **nbn**, in which case:
- (i) **nbn** will not provide any Fast 2.0 Rebates to RSP in respect of any Qualifying Order Acknowledged on or after the date on which RSP has opted out;
 - (ii) **nbn** will continue to provide Disconnection Limits and Downgrade Limits applicable to RSP in respect of each calendar month during the Term;
 - (iii) if RSP was part of a Rebate Group prior to opting out, then:
 - (A) from the first day of the calendar month in which RSP opts out, RSP will no longer be considered part of the Rebate Group, and Related Eligible RSPs will no longer be RSP's Rebate Group Members; and
 - (B) **nbn** may provide updated Disconnection Limits or Downgrade Limits applicable to RSP only (and not to the Rebate Group), which will apply from the first day of the calendar month in which RSP opts out and for the duration of the Term;
 - (iv) RSP will continue to be liable to repay any Excess Rebate Amounts and Recoverable Amounts calculated under section C1.4.2 in respect of any calendar month during the Term; and
 - (v) RSP will be deemed to have opted out of the Forward 2.0 Rebate under section C1.3.8(c).
- (d) If a Rebate Group Member of RSP opts out of receiving Fast 2.0 Rebates in accordance with section C1.4.4(c) (**Departing Member**), then:
- (i) from the first day of the calendar month in which the Departing Member opts out, the Departing Member will no longer be considered part of RSP's Rebate Group and any references to a "Rebate Group Member" in section C1.4 (except this section C1.4.4(d)) will be read as no longer including the Departing Member; and
 - (ii) **nbn** may provide updated Disconnection or Downgrade Limits for RSP and the remaining Rebate Group Members, which will apply from the first day of the calendar month in which the Departing Member opts out and for the duration of the Term.

Term

- (e) Without limiting sections C1.4.4(f) and C1.4.4(g), **nbn** may withdraw, suspend or amend this Fast 2.0 Rebate on 30 days' notice to RSP.
- (f) **nbn** may extend the Campaign Period and Term for this Fast 2.0 Rebate on 10 Business Days' prior notice to RSP.

- (g) **nbn** may withdraw, suspend or amend this Fast 2.0 Rebate immediately, in order to comply with any lawful order, instruction or request of a Regulator or Government Agency.

C1.4.5 Process to Claim

- (a) **nbn** will automatically pay this Fast 2.0 Rebate to RSP's nominated account, or to the nominated account of any Rebate Group Member, by electronic funds transfer.
- (b) **nbn** may offset any liability of RSP for Excess Rebate Amounts or Recoverable Amounts under the Forward Rebate, the Fast Anytime 100 Rebate, the Forward 2.0 Rebate or this Fast 2.0 Rebate against any amount payable by **nbn** under section C1.4.5(a).
- (c) If the whole or any portion of any Recoverable Amount or Excess Rebate Amount is not recovered by a reduction in a Fast 2.0 Rebate payment under section C1.4.5(b), **nbn** may include the unrecovered amount in an invoice.

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

C1.4.6 Interpretation

- (a) Where this section C1.4 refers to the Agreement, or the Discounts, Credits and Rebates List, in respect of a Rebate Group Member, such references are deemed to be references to the Other Wholesale Broadband Agreement, or the Discounts, Credits and Rebates List issued under the Other Wholesale Broadband Agreement, to which that Rebate Group Member is a party.

The details and conditions in section C1.5 apply in respect of the Business First Rebate in Part A.

C1.5 Business First Rebate

Note: *nbn* will not provide any Business First Rebates under this section C1.5 in respect of Business First Orders submitted during the term of this Agreement, and RSP will no longer be able to opt-in for the purposes of this Business First Rebate, as the Campaign Period has expired.

C1.5.1 Business First Rebate details

- (a) Subject to the terms of this section C1.5, **nbn** will provide a Rebate to RSP, calculated in accordance with the table below, for each Business First Order submitted by RSP for one of the **nbn**TM Ethernet AVC TC-2 or **nbn**TM Enterprise Ethernet OVC Product Components listed in the table below if the Business First Order is:
- (i) placed through the **nbn**TM Service Portal, **nbn**TM Enterprise Ethernet Service Portal or B2B Access;
 - (ii) Acknowledged during the Campaign Period; and
 - (iii) Completed on or before 31 December 2020.

Bandwidth profile (Symmetrical Mbps) ¹	Rebate for Business First Order for nbn TM Ethernet AVC TC-2	Rebate for Business First Order for nbn TM Enterprise Ethernet OVC ^{2, 3}
5	\$240.00	N/A
10	\$495.00	\$495.00
20	\$690.00	\$690.00
30	\$870.00	\$870.00
40	\$879.00	\$879.00
50	\$885.00	\$885.00
60	\$1022.00	\$1022.00
70	\$1089.00	\$1089.00
80	\$1158.00	\$1158.00
90	\$1206.00	\$1206.00

Bandwidth profile (Symmetrical Mbps) ¹	Rebate for Business First Order for nbn TM Ethernet AVC TC-2	Rebate for Business First Order for nbn TM Enterprise Ethernet OVC ^{2, 3}
100	\$1,221.00	\$1,221.00
150	N/A	\$1,235.00
200	N/A	\$1248.00
250	N/A	\$1261.00
300	N/A	\$1273.00
350	N/A	\$1308.00
400	N/A	\$1343.00
450	N/A	\$1364.00
500	N/A	\$1386.00
600	N/A	\$1568.00
700	N/A	\$1594.00
800	N/A	\$1619.00
900	N/A	\$1645.00
1000	N/A	\$1788.00

Notes:

1. The bandwidth profile of (and Rebate applicable for) a relevant Product Component will be determined as at the time **nbn** Completes the Business First 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 Rebate for a specific bandwidth profile in the table above applies in respect of that bandwidth profile for any of these Classes of Service. If a Business First Order is for an OVC with more than one Class of Service, the Rebate that applies will be the Rebate for the highest bandwidth profile of any of the Classes of Service.
3. If a Business First Order is for more than one OVC, then the Rebate that applies will be the Rebate for the highest bandwidth profile of any of the Classes of Service across all of those OVCs. The Business First Rebate will not apply to the other Classes of Services and other OVCs which form part of that Business First Order.

(b) For the purposes of this section C1.5:

- (i) **Business First Order** means either of the following:
 - (A) a Connect Order; or
 - (B) a Modify Order to add an AVC TC-2 Product Component to an **nbn**TM Ethernet Ordered Product.
- (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 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 February 2020 to 30 September 2020;
- (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 C1.5.3; and
- (v) **Term** means the duration of this Business First Rebate as set out in Part A and as amended from time to time in accordance with this Agreement.

C1.5.2 Business First Orders to which this Rebate relates

- (a) The Business First Rebate only applies to a Business First Order Acknowledged in the Campaign Period if:
 - (i) the Business First Order is for an AVC TC-2 Product Component of **nbn**TM Ethernet or an OVC Product Component of **nbn**TM Enterprise Ethernet, other than a Business First Order described in section C1.5.2(b);
 - (ii) RSP has submitted to **nbn**, for **nbn**'s approval, a Sales Activity Plan in respect of the Business Unit to which the Business First Order relates by at least the 20th of the preceding month; and
 - (iii) **nbn** has approved the Sales Activity Plan by at least the 1st of the relevant month.

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 Business First Rebate does not apply to any:
- (i) Business First Order:
 - (A) for an AVC TC-2 Product Component to be supplied to a Premises at which **nbn** is already supplying at the time the Business First Order is Completed, or has at any time between 1 December 2019 and the expiry of the Campaign Period supplied, any AVC TC-2 Product Component;
 - (B) for an OVC Product Component to be supplied to a Premises at which **nbn** is already supplying at the time the Business First Order is Completed, or has at any time between 1 December 2019 and the expiry of the Campaign Period supplied, any OVC Product Component;
 - (C) if the corresponding Product Component is, within three months of the Business First Order being Completed, subject to:
 - (1) a Disconnect Order; or
 - (2) a Modify Order resulting in a lower bandwidth profile or the removal of a TC-2 traffic class;
 - (D) if the corresponding Product Component:
 - (1) is Acknowledged on or after 1 July 2020; and
 - (2) RSP is not liable to pay recurring Charges for that Product Component for at least three Billing Periods between the Business First Order being Completed and three months after the end of the Term, after taking into account any discount, credit, rebate or waiver provided by **nbn** to RSP (including under a “COVID-19 assistance for emergency and essential service organisations and SMBs” letter agreement between RSP and **nbn**); or
 - (E) in respect of an AVC TC-2 Product Component that does not include an identifier in a form requested by **nbn**, where RSP has opted-in for the Business First Rebate on a per-Business Unit basis under section C1.5.5(a)(ii)(B); or
 - (ii) Service Transfer Order.
- (c) **nbn** will only provide a Business First Rebate under section C1.5.1 if **nbn** and RSP have entered into a Wholesale Broadband Agreement (or a variation to a Wholesale Broadband Agreement) that specifies recurring Charges for OVCs and UNIs in the [nbn™ Enterprise Ethernet Price List](#) which are not subject to determination by Price Confirmations.

C1.5.3 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 Business First 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 the **nbn**TM Ethernet and **nbn**TM Enterprise Ethernet Ordered Products to which this Business First 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 C1.5.3(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 C1.5.3(b)(ii) to **nbn**'s reasonable satisfaction; or
 - (iv) in **nbn**'s reasonable opinion, comply with the objectives of the Business First 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 Business First Rebates to RSP, including any Business First Rebates which RSP would, but for this section C1.5.3(c), be eligible to receive; and
 - (vii) determine that RSP is ineligible to receive any future Business First Rebates.

C1.5.4 Business First Rebate Cap

- (a) **nbn** will only pay Business First Rebates in respect of a maximum of 50 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 C1.5.4(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 Business First Rebates for any other Business First Orders placed by RSP in connection with that End User.

C1.5.5 Opt-in, Opt-out and Term

- (a) RSP must comply with the following processes to opt in for the Business First Rebate:
 - (i) If RSP elects to opt in for the Business First Rebate, RSP must opt in for both AVC TC-2 Product Components and OVC Product Components;
 - (ii) RSP must elect, in respect of AVC TC-2 Product Components, whether to opt in for:
 - (A) all Business Units; or
 - (B) only some Business Units, in which case RSP must describe the selected Business Units; and
 - (iii) RSP must otherwise comply with the processes, including minimum notice periods, as notified by **nbn** from time to time.
- (b) RSP may opt out of the Business First Rebates at any time before the end of the Campaign Period by complying with the following processes:
 - (i) notifying **nbn** that RSP opts out of the Business First Rebate in respect of:
 - (A) all Business Units for OVC Product Components and all Business Units for AVC TC-2 Product Components; or
 - (B) all Business Units for OVC Product Components and only some Business Units for AVC TC-2 Product Components;
 - (ii) RSP must give notice in writing to **nbn** prior to the first day of the calendar month in which the opt-out will take effect; and
 - (iii) RSP must otherwise comply with the processes notified by **nbn** from time to time.
- (c) If RSP opts out of the Business First Rebate in accordance with section C1.5.5(b), then:
 - (i) **nbn** will not provide any relevant Business First Rebates in respect of any Business First Order Acknowledged on or after the first day of the calendar month after RSP has given notice that RSP has opted out;
 - (ii) RSP will continue to be liable to pay any amounts recoverable under section C1.5.6(b); and

- (iii) RSP must not subsequently opt in for the Business First Rebates in respect of any Business Unit if RSP has previously opted out of the Business First Rebates in respect of that Business Unit.

C1.5.6 Process to Claim

- (a) **nbn** will automatically pay this Business First Rebate to RSP's nominated account by electronic funds transfer within 30 days of the end of the month in which the relevant Business First Order is Completed.
- (b) If **nbn** pays any Business First Rebates in respect of any Business First Order to which the Business First Rebate does not apply under this section C1.5, including pursuant to sections C1.5.2(b) or C1.5.3(c), **nbn** may, at any time prior to 30 September 2021, adjust the amount of any subsequent invoice it issues to RSP to recover an amount equal to any such Business First Rebate paid by **nbn**.

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

The details and conditions in section C1.6 apply in respect of the Professional Wiring Service Modify Order Discount described in Part A.

C1.6 Professional Wiring Service Modify Order Discount

C1.6.1 Details

nbn will apply a discount in respect of any Labour Rate and Materials Charges for Professional Wiring Services not performed at the time of a Standard Installation, such that the effective charge is \$100.

***Note:** During the period in which both this Professional Wiring Service Modify Order Discount and the 'Professional Wiring Service Charges Waiver' apply, the effect of this Professional Wiring Service Modify Order Discount is that the total Charge for Professional Wiring Services not performed at the time of a Standard Installation will be discounted to \$100.*

C1.6.2 Process to Claim

nbn will automatically apply this Professional Wiring Service Modify Order Discount.

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

The details and conditions in section C1.7 apply in respect of the Illuminate Program Discount described in Part A.

C1.7 Illuminate Program Discount

C1.7.1 Illuminate Program Discount details

- (a) Subject to the terms of this section C1.7, **nbn** will provide a Discount to RSP for each First Connected AVC, Reconnected AVC and Eligible New Online Learning Support Service (**Illuminate Service**) during the applicable Discount Period.
- (b) The **Discount Period** for each Illuminate Service is as follows:
 - (i) for each First Connected AVC that **nbn** supplies to RSP, the first 12 months after **nbn** Completes the corresponding First Connect Order;
 - (ii) for each Reconnected AVC that **nbn** supplies to RSP, the first 12 months after **nbn** Completes the corresponding Reconnect Order; and
 - (iii) for each Eligible New Online Learning Support Service that **nbn** supplies to RSP, the first 12 months from the expiration date of the availability of "Connection Support Rebates" under the COVID-19 Residential Relief Package.
- (c) The amount of the Discount that **nbn** will provide under section C1.7.1(a) in each Billing Period during the applicable Discount Period will be equal to 50% of the effective recurring Charge (after taking into account any other relevant Discounts, Credits, Rebates or Waivers that apply) for the relevant Illuminate Service and, where applicable, any associated CVC inclusion.

C1.7.2 Definitions

For the purposes of this section C1.7:

- (a) **Illuminate Service** has the meaning given to that term in section C1.7.1(a);
- (b) **First Connected AVC** means any AVC TC-4 Product Component which:
 - (i) is supplied as the result of a First Connect Order that is Acknowledged after RSP has reached the Baseline Number applicable to that First Connect Order; and
 - (ii) satisfies each of the Common Eligibility Criteria;
- (c) **Reconnected AVC** means any AVC TC-4 Product Component which:

- (i) is supplied as the result of a Reconnect Order that is Acknowledged after RSP has reached the Baseline Number applicable to that Reconnect Order;
 - (ii) satisfies each of the Common Eligibility Criteria; and
 - (iii) is not, and was not previously, a New Online Learning Support Service;
- (d) **First Connect Order** means a Connect Order that is:
- (i) Acknowledged during the Term;
 - (ii) in respect of a Premises for which at least 545 calendar days have elapsed since the RTC Date, and no ordered product has ever been supplied by **nbn** to RSP or any Other RSP in respect of that Premises before that Connect Order is Completed; and
 - (iii) Completed by **nbn** within 90 calendar days of Order Acknowledgement;
- (e) **Reconnect Order** means a Connect Order that is:
- (i) Acknowledged during the Term;
 - (ii) in respect of a Premises for which **nbn** has previously supplied an ordered product to RSP or an Other RSP in respect of that Premises, and at least 183 calendar days have elapsed since **nbn** last supplied any such ordered product in respect of that Premises; and
 - (iii) Completed by **nbn** within 90 calendar days of Order Acknowledgement;
- (f) **Common Eligibility Criteria** means, for an AVC TC-4 Product Component, that it:
- (i) is associated with a Bundled CVC;
 - (ii) is not supplied under the TC-4 Business Bundles Discount;
 - (iii) is not supplied as part of an Ordered Product that also includes any AVC TC-2 Product Component; and
 - (iv) does not have any of the following bandwidth profiles:

AVC TC-4 downstream Mbps (PIR)	AVC TC-4 upstream Mbps (PIR)
250	100
500	200

AVC TC-4 downstream Mbps (PIR)	AVC TC-4 upstream Mbps (PIR)
1000	400

- (g) **RTC Date** means, in respect of a Premises, the date on which that Premises first becomes Service Class 1, Service Class 2, Service Class 3, Service Class 5, Service Class 6, Service Class 11, Service Class 12, Service Class 13, Service Class 21, Service Class 22, Service Class 23, Service Class 24, Service Class 31, Service Class 32, Service Class 33 or Service Class 34 (whichever is earliest);
- (h) **Baseline Number** has the meaning given to that term in section C1.7.3(a);
- (i) **Term** means the duration of the Illuminate Program Discount as set out in Part A as amended from time to time in accordance with this Agreement;
- (j) **Discount Period** has the meaning given to that term in section C1.7.1(b);
- (k) **New Online Learning Support Service** means an Ordered Product defined as a “New Online Learning Support Service”, and for which **nbn** provided a “Connection Support Rebate” to RSP, under the COVID-19 Residential Relief Package;
- (l) **Eligible New Online Learning Support Service** means an Ordered Product:
 - (i) which satisfies each of the Common Eligibility Criteria;
 - (ii) for which **nbn** provided (or was obliged to provide) a “Connection Support Rebate” under the COVID-19 Residential Relief Package for that Eligible New Online Learning Support Service for the last Calendar Period in which **nbn** made such “Connection Support Rebates” available under the COVID-19 Residential Relief Package; and
 - (iii) for which RSP has submitted a claim to **nbn** within 10 business days of the expiration date of the availability of “Connection Support Rebates” under the COVID-19 Residential Relief Package;
- (m) **COVID-19 Residential Relief Package** means **nbn**’s “COVID-19 connectivity relief package for residential customers”, dated 17 April 2020 and as subsequently amended in accordance with its terms;
- (n) **Calendar Period** means:
 - (i) each calendar month between 1 April 2020 and 31 December 2020; and
 - (ii) the period between 1 January 2021 and 15 January 2021 (inclusive).

C1.7.3 Baseline Numbers

- (a) Before the start of the Term, **nbn** will notify RSP of a separate “baseline number” for each month within the Term (each a **Baseline Number**).
- (b) **nbn** will only notify a single Baseline Number that will apply for all First Connect Orders and all Reconnect Orders in each month.
- (c) RSP will have reached the Baseline Number applicable to a First Connect Order or Reconnect Order in a month if **nbn** has Acknowledged a total number of First Connect Orders and Reconnect Orders in that month equivalent to the Baseline Number, which orders:
 - (i) are submitted by RSP; and
 - (ii) are Acknowledged in the same month as the relevant First Connect Order or Reconnect Order (as applicable).
- (d) For the purpose of calculating whether RSP has reached a Baseline Number, **nbn** will not have regard to whether First Connect Orders or Reconnect Orders contributing to that threshold are Completed by **nbn** within 90 calendar days of Order Acknowledgement.

C1.7.4 Eligibility and Conditions

- (a) To be eligible for a Discount for any First Connected AVC or Reconnected AVC, RSP must enter into and comply with the terms for the “Illuminate Program Marketing Development Fund” program offered by **nbn**.
- (b) For clarity:
 - (i) **nbn** may cease providing RSP with a Discount for any First Connected AVC or Reconnected AVC if, at any point during the applicable Discount Period, RSP does not comply with the terms for the “Illuminate Program Marketing Development Fund” program offered by **nbn**; and
 - (ii) RSP is not required to enter into or comply with the terms of the “Illuminate Program Marketing Development Fund” to receive a Discount for an Eligible New Online Learning Support Service under section C1.7.1(b)(iii).

C1.7.5 Pro-ration

- (a) If the Discount Period for an Illuminate Service starts part way through a Billing Period or ends part way through a Billing Period, the Discount provided under section C1.7.1 for that Billing Period will be applied on a pro rata daily basis, based on the portion of the Billing Period that occurs during the Discount Period.
- (b) If RSP modifies an Illuminate Service during the Discount Period, the following consequences will apply:

Status of Illuminate Service after Modify Order is Completed	Consequence for any applicable Discount under section C1.7.1
Remains an Illuminate Service but with a different recurring Charge (e.g. because of a change to the bandwidth profile or associated CVC (as applicable))	The Discount will be calculated <u>separately</u> , on a pro rata daily basis, having regard to the effective recurring Charge for the Illuminate Service and associated CVC inclusion (if applicable) <u>in each part</u> of the Billing Period (after taking into account any other relevant Discounts, Credits, Rebates or Waivers that apply in respect of that Billing Period or month (as applicable))
Ceases to be an Illuminate Service because it begins to be supplied under the TC-4 Business Bundle Discount	The Discount will be calculated on a pro rata daily basis for the part of the Billing Period <u>before</u> the Modify Order is Completed. No Discount will apply in respect of the remainder of that Billing Period, or in any future Billing Period
Ceases to be an Illuminate Service for any other reason (e.g. because it has a bandwidth profile that is ineligible for the Illuminate Program Discount)	The Discount will be calculated on a pro rata daily basis for the part of the Billing Period <u>before</u> the Modify Order is Completed. No Discount will apply in respect of the remainder of that Billing Period (as applicable)
Becomes an Illuminate Service after an intervening period in which it was not an Illuminate Service for a reason other than being supplied under the TC-4 Business Bundle Discount in that intervening period (e.g. because it had a bandwidth profile that is ineligible for the Illuminate Program Discount)	The Discount will be calculated on a pro rata daily basis for the part of the Billing Period <u>after</u> the Modify Order is Completed. No Discount will apply in respect of the part of that Billing Period before that

- (c) For clarity, the Discount Period for an Illuminate Service will not be extended to account for any period in which that Illuminate Service ceases to be an Illuminate Service, regardless of whether it subsequently becomes an Illuminate Service again.

C1.7.6 Ordered Products to which this Discount relates

- (a) The Illuminate Program Discount only applies to **nbn**TM Ethernet (Fibre), **nbn**TM Ethernet (FTTB), **nbn**TM Ethernet (FTTN), **nbn**TM Ethernet (FTTC), **nbn**TM Ethernet (HFC) and **nbn**TM Ethernet (Wireless).
- (b) For clarity the Illuminate Program Discount does not apply to any AVC TC-4 Product Components, or CVC TC-4 capacity, supplied in connection with **nbn**TM Ethernet (Satellite) or to any **nbn**TM Sky MusterTM Plus Plans.

C1.7.7 CVC Utilisation Conditions

nbn will not provide RSP a Discount under section C1.7.1 in respect of an Illuminate Service in respect of any Billing Period if, for that Billing Period, under section 11.3 of the [nbnTM Ethernet Price List](#), that Illuminate Service is to be invoiced at the recurring Charges for that Illuminate Service in the [nbnTM Ethernet Price List](#) (without the application of any Discount, Credit, Rebate or Waiver).

C1.7.8 Process to Claim

nbn will automatically apply this Illuminate Program Discount.

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