



[date]

Dear RSP

COVID-19 Transitional Initiatives and notice of extension under the Data Usage Waiver Letter Agreement

nbn is offering the following COVID-19 Transitional Initiatives to your organisation on the terms of this letter:

- initiatives to allow your organisation to provision an additional 0.5 Mbps of CVC TC-4 bandwidth capacity for each Eligible Bundled AVC at no additional overall charge, through two mechanisms:
 - a temporary Overage Offset Credit, applicable until 21 February 2021, to offset Overage Charges your organisation may incur in ordering an additional 0.5 Mbps of CVC TC-4 bandwidth capacity for each Eligible Bundled AVC; and
 - an increase of 0.5 Mbps to the CVC Inclusions that apply to Eligible Bundled AVCs, applicable from 22 February 2021 until 30 April 2021 (after which RSPs will benefit from updated CVC Inclusions that apply from 1 May 2021 under the TC-4 Bundles Discount in section 11 of the **nbn**[™] Ethernet Price List);
- a COVID-19 Transitional CVC Credit to partially offset Total CVC Charge increases in connection with the COVID-19 pandemic, applicable until 31 January 2021; and
- extending the availability of the temporary Sky Muster[™] Data Usage Waiver to 31 March 2021, to assist RSPs with the transition back to the data usage limits that ordinarily apply to **nbn**[™] Ethernet (Satellite) AVC TC-4 Product Components under section 4.5 of the **nbn**[™] Ethernet Fair Use Policy.

If your organisation is already receiving the benefits of the “Data Usage Waiver” under the letter agreement titled “COVID-19 **nbn**[™] Sky Muster[™] data usage waiver” that **nbn** provided to retail service providers on 27 March 2020 (**Data Usage Waiver Letter Agreement**), **nbn** is extending the application of the Data Usage Waiver Letter Agreement from the date on which your organisation receives supply under the terms of the Wholesale Broadband Agreement version 4 (**WBA**) until 31 March 2021, in the manner described in paragraphs 19 and 20 below.

Nothing in this letter agreement otherwise affects the application of the WBA between **nbn** and your organisation, including, for example, with respect to Fair Use Policies, ordering and other operational processes. After the expiry of each of the COVID-19 Transitional Initiatives in accordance with the terms of this letter, **nbn** will continue charging for CVC bandwidth and applying the usual data usage limits in accordance with the terms of the WBA between **nbn** and your organisation (including any applicable Discounts, Credits, Rebates or Waivers that apply from time to time). As described below, references to the WBA in this letter agreement are to version 4 of the Wholesale Broadband Agreement.

This document forms part of NBN Co's Wholesale Broadband Agreement, which is a Standard Form of Access Agreement for the purposes of Part XIC of the Competition and Consumer Act 2010 and constitutes nbn's Latest Standard Offer.



Action required

We look forward to offering your organisation the benefits of the COVID-19 Transitional Initiatives following your transition to version 4 of the WBA.

To take full advantage of the COVID-19 Transitional Initiatives on the terms and conditions of this letter, please sign and return this letter to contractmanager@nbnco.com.au on or before 1 December 2020. In the table below, please indicate which of the COVID-19 Initiatives your organisation wishes to proceed with by ticking the relevant box alongside the relevant COVID-19 Transitional Initiative. Alternatively, if you would like to execute this letter using DocuSign, please request this via email to contractmanager@nbnco.com.au.

COVID-19 Transitional Initiatives	Accepted?
Overage Offset Credit and Additional CVC Inclusions	<input type="checkbox"/> Yes <input type="checkbox"/> No (Please select)
COVID-19 Transitional CVC Credit	<input type="checkbox"/> Yes <input type="checkbox"/> No (Please select)
Sky Muster™ Data Usage Waiver	<input type="checkbox"/> Yes <input type="checkbox"/> No (Please select)

Your **nbn** Account Manager is ready to help your organisation with anything contained in this letter. If you have any questions about this letter, please email contractmanager@nbnco.com.au.



Term and scope of COVID-19 Transitional Initiatives

1. Subject to the terms and conditions in this letter, **nbn** will provide your organisation with:
 - a. the Overage Offset Credit from the commencement of the Letter Agreement Term until 21 February 2021 (**Overage Offset Credit Term**);
 - b. Additional CVC Inclusions from the later of 22 February 2021 and the commencement of the Letter Agreement Term until 30 April 2021 (**Additional CVC Inclusions Term**);
 - c. the COVID-19 Transitional CVC Credit from the commencement of the Letter Agreement Term until 31 January 2021 (**COVID-19 Transitional CVC Credit Term**); and
 - d. the Sky Muster™ Data Usage Waiver from the commencement of the Letter Agreement Term until 31 March 2021 (**Sky Muster™ Data Usage Waiver Term**),(each, a **COVID-19 Transitional Initiative**).
2. This letter agreement commences on the later of:
 - a. the date this letter agreement is signed by your organisation and returned to **nbn**; and
 - b. the date on which your organisation has begun to receive supply under the terms of the Wholesale Broadband Agreement, version 4,and expires on 30 April 2021, unless extended in accordance with paragraph 21 (**Letter Agreement Term**).

Overage Offset Credit and Additional CVC Inclusions

3. Subject to the terms and limitations in this letter:
 - a. for the Overage Offset Credit Term, **nbn** will provide your organisation with a Credit of \$0.1315068493150685 per day for each Eligible Bundled AVC (**Overage Offset Credit**);* and
 - b. for the Additional CVC Inclusions Term, **nbn** will provide your organisation with an increase of 0.5 Mbps to the CVC Inclusions specified for any Eligible Bundled AVC (each such increase, an **Additional CVC Inclusion**).

** **Note:** The purpose of the Overage Offset Credit is to offset Overage Charges your organisation may incur in ordering an additional 0.5 Mbps of CVC TC-4 bandwidth capacity in respect of each Eligible Bundled AVC. The daily Credit per Eligible Bundled AVC in paragraph 3.a has been calculated based on the following formula: $(0.5 \text{ Mbps} \times \$8 \text{ Overage Amount per Mbps}) \times 12 \text{ months} \div 365 \text{ days}$.*

4. **Eligible Bundled AVC** means an AVC TC-4 Product Component that:
 - a. is subject to the TC-4 Bundles Discount under section 11 of the **nbn**™ Ethernet Price List and has one of the following AVC TC-4 bandwidth profiles:
 - i. Home Fast;
 - ii. 25–100 Mbps downstream (PIR)/5–40 Mbps upstream (PIR);
 - iii. 50–100 Mbps downstream (PIR)/20–40 Mbps upstream (PIR);
 - iv. 100 Mbps downstream (PIR)/40 Mbps upstream (PIR);
 - v. Home Superfast; or



- vi. Home Ultrafast; or
- b. is subject to the TC-4 Business Bundles Discount in section B2.1 of the **nbn**TM Ethernet Discounts, Credits and Rebates Annexure and has one of the following AVC TC-4 bandwidth profiles:
 - i. 25–100 Mbps downstream (PIR)/5–40 Mbps upstream (PIR);
 - ii. 50–100 Mbps downstream (PIR)/20–40 Mbps upstream (PIR); or
 - iii. 100 Mbps downstream (PIR)/40 Mbps upstream (PIR).
5. **nbn** will provide an Overage Offset Credit by applying a credit to an invoice issued to your organisation without your organisation needing to make a claim. For clarity, such invoice may be an invoice for a Billing Period other than the Billing Period to which the relevant Overage Offset Credit relates. The total amount of Overage Offset Credits applicable to an invoice per Billing Period will be rounded to the nearest cent.

COVID-19 Transitional CVC Credit

6. Subject to the terms and limitations in this letter, **nbn** will provide your organisation with a Credit (**COVID-19 Transitional CVC Credit**) for each of December 2020 and January 2021 (**Eligible Calendar Month**) in relation to CVC charges for **nbn**TM Ethernet.
 7. For December 2020, the amount of the COVID-19 Transitional CVC Credit will be equal to 75% of the amount by which the Total CVC Charges payable under the invoice for the Billing Period starting in September 2020 exceed the Total CVC Charges payable under the invoice for the Billing Period starting in February 2020.
 8. For January 2021, the amount of the COVID-19 Transitional CVC Credit will be equal to 50% of the amount by which the Total CVC Charges payable under the invoice for the Billing Period starting in September 2020 exceed the Total CVC Charges payable under the invoice for the Billing Period starting in February 2020.
 9. **Total CVC Charges** include the following CVC charges only, for CVC TC-1, CVC TC-2 and CVC TC-4 (after the application of all relevant Discounts, Credits, Rebates and Waivers other than this COVID-19 Transitional CVC Credit and any Credit described by **nbn** as a “COVID-19 Credit”):
 - a. all recurring charges payable for all Basic CVCs; and
 - b. where applicable for a Traffic Class, the Overage Charges payable for Bundled CVC bandwidth.
- Note: The Overage Charges payable for Bundled CVC bandwidth include Overage Charges payable under the TC-2 Business Bundles Discount.*
11. **Overage Charge** means any “Overage Charge” as described or defined in the **nbn**TM Ethernet Price List or the **nbn**TM Ethernet Discounts, Credits and Rebates Annexure.
 12. If an Eligible Calendar Month does not fall entirely within the COVID-19 Transitional CVC Credit Term, **nbn** will apply the COVID-19 Transitional CVC Credit for the part of the Eligible Calendar Month that falls within the COVID-19 Transitional CVC Credit Term, on a pro-rata daily basis.



Example: If your organisation’s Letter Agreement Term, and therefore COVID-19 Transitional CVC Credit Term, commences on **17 December 2020** (determined in accordance with paragraphs 1 and 2), then:

- for the Eligible Calendar Month of December 2020, the COVID-19 Transitional CVC Credit will be applied on a pro-rata daily basis only to the part of the calendar month between 17 December 2020 and 31 December 2020 (i.e. for 15 out of the 31 total days in that calendar month); and
- for the Eligible Calendar Month of January 2021, your organisation will obtain the applicable COVID-19 Transitional CVC Credit for the full duration of the month, as this month falls entirely within the COVID-19 Transitional CVC Credit Term.

13. **nbn** will apply the COVID-19 Transitional CVC Credit in respect of an Eligible Calendar Month as a credit against an invoice issued in that calendar month or a subsequent calendar month without your organisation needing to make a claim.

Average baseline charges will be used for any new RSPs

14. For the purpose of calculating the amount of the COVID-19 Transitional CVC Credit under paragraphs 7 and 8, if **nbn** did not invoice any Total CVC Charges to your organisation:

- for the Billing Period starting in February 2020, the Total CVC Charges for such Billing Period will be equal to the number of AVCs supplied to your organisation in the relevant Eligible Billing Period multiplied by the amount of CVC charges (comprising charges for Basic CVCs and Overage Charges) per AVC invoiced by **nbn** for the Billing Period starting in February 2020 on average across all of **nbn**’s retail service providers (**Average February 2020 Baseline Charge**); and
- for the Billing Period starting in September 2020, the Total CVC Charges for such Billing Period will be equal to the number of AVCs supplied to your organisation in the relevant Eligible Billing Period multiplied by the amount of CVC charges (comprising charges for Basic CVCs and Overage Charges) per AVC invoiced by **nbn** for the Billing Period starting in September 2020 on average across all of **nbn**’s retail service providers (**Average September 2020 Baseline Charge**).

15. If paragraph 14 applies, your organisation may request **nbn** to confirm the value of the Average February 2020 Baseline Charge or the Average September 2020 Baseline Charge (as applicable).

Sky Muster™ Data Usage Waiver

16. Subject to the terms and limitations in this letter, for the Sky Muster™ Data Usage Waiver Term, **nbn** will waive its rights under sections 4.5(b) and 4.5(c) of the **nbn**™ Ethernet Fair Use Policy that forms part of the WBA between **nbn** and your organisation, to the extent that your organisation complies with each of the following usage limits for **nbn**™ Ethernet (Satellite) Ordered Products (**Sky Muster™ Data Usage Waiver**):

Associated CVC Class	Download usage averaged across AVCs during Peak Periods (GB)	Upload usage averaged across AVCs during Peak Periods (GB)	Maximum usage by each AVC during Peak Periods (GB)	Maximum usage by each AVC in total (GB)
0	90	5	195	345
1	95	6	245	345
2	100	7	345	345



Note: The usage limits in the table above represent a 45GB increase to each of the usage limits that ordinarily apply under section 4.5(a) of the **nbn**TM Ethernet Fair Use Policy (without the application of this waiver) for:

- Download usage averaged across AVCs during Peak Periods (GB)
- Maximum usage by each AVC during Peak Periods (GB); and
- Maximum usage by each AVC in total (GB).

17. For clarity:

- a. all provisions of the **nbn**TM Ethernet Fair Use Policy continue to apply except to the extent expressly specified otherwise in this letter agreement;
- b. **nbn** reserves its right to exercise one or more of its rights under sections 4.5(b) and 4.5(c) of the **nbn**TM Ethernet Fair Use Policy if your organisation fails to comply with any of the usage limits in paragraph 16; and
- c. each of the “Notes” below section 4.5(a) of the **nbn**TM Ethernet Fair Use Policy continue to apply.

18. **nbn** may engage with your organisation to review demand on the **nbn**TM Sky MusterTM service on a monthly basis. **nbn** retains the right to adjust the usage limits in paragraph 16 as **nbn** considers appropriate, subject to notifying your organisation in accordance with paragraph 21.

Notice of extension under the Data Usage Waiver Letter Agreement

19. If your organisation has signed and returned a “Data Usage Waiver Letter Agreement”, this letter will constitute a notice, under paragraph 5 of the Data Usage Waiver Letter Agreement, that the provisions in paragraphs 16 to 18 above will apply:

- a. from the date on which **nbn** begins to supply products or services to your organisation under the terms of the Wholesale Broadband Agreement, version 4;
- b. until 31 March 2021,

despite any reference to paragraphs 16 to 18 applying for the Sky MusterTM Data Usage Waiver Term.

20. For clarity, if paragraph 19 applies, your organisation will receive the benefit of the provisions in paragraphs 16 to 18 from the date set out in paragraph 19.a (subject to all of the other terms and conditions of this letter agreement) even if your organisation does not sign and return this letter.

Amendments to this letter

21. **nbn** may amend the terms of this letter agreement, including to extend the Letter Agreement Term or the term of any COVID-19 Initiative, on 10 Business Days’ written notice to your organisation.

22. The benefits under this letter agreement are unavailable unless your organisation is receiving supply of products and services from **nbn** under the terms of Wholesale Broadband Agreement, version 4.

General



23. Unless otherwise specified, capitalised terms used in this letter agreement have the meanings given to those terms in the Wholesale Broadband Agreement between **nbn** and your organisation.
24. All references to “Wholesale Broadband Agreement” or “WBA” in this letter agreement are to the Wholesale Broadband Agreement, version 4.
25. Except as expressly specified, this letter agreement does not vary the Wholesale Broadband Agreement between **nbn** and your organisation.
26. Nothing in this letter affects the accrued rights and liabilities of either party under the Wholesale Broadband Agreement between **nbn** and your organisation.
27. Clauses H4.10 (Governing law and jurisdiction), H4.13 (Severability) and H4.15 (Waiver) of the Wholesale Broadband Agreement between **nbn** and your organisation are incorporated into this letter agreement as though set out in full with references to “Agreement” being read as references to this letter agreement.

Yours sincerely

Andrew Walsh
General Manager, Wholesale Supply



Executed as an agreement

Executed by _____ (RSP, your organisation),

[insert RSP name and ABN as per WBA]

by its authorised representative.

Signature of authorised representative

Name of authorised representative (print)

Position of authorised representative (print)

Date of signature

Executed by **nbn co limited ABN 86 136 533 741** by its authorised representatives:

Signature of authorised representative

Name of authorised representative (print)

Position of authorised representative (print)

Date of signature

Signature of authorised representative

Name of authorised representative (print)

Position of authorised representative (print)

Date of signature