

Discounts, Credits and Rebates Annexure to the **nbn**[®] Enterprise Ethernet Price List

Wholesale Broadband Agreement





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Wholesale Broadband Agreement

Version	Description	Effective Date
5.0	First issued version of WBA 5	1 December 2023
5.1	Extension of Discounts, Credits and Rebates	1 March 2024

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Environment

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

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

A1.1 Current Discounts, Credits, Rebates and Waivers

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

#	Name	Description	Duration	Campaign Period	Details and conditions
Long-term Discounts, Credits, Rebates and Waivers (Part B)					
1.	Enterprise Ethernet Term Discount*	A Discount applied to specified Charges associated with nbn® Enterprise Ethernet Ordered Products for which a specified Minimum Term applies. <i>(Note: nbn will not provide a further Enterprise Ethernet Term Discount, as the Duration for this Discount has expired)</i>	Start Date - 31 October 2021	N/A	Section B1.1
2.	Enterprise Ethernet OVC Discount	A Discount applied to recurring Charges for specified OVC Product Components.	Start Date – 31 May 2024	N/A	Section B1.2
3.	Non Standard Installation Charges Waiver	A partial Waiver of the Labour Rate and Materials Charge for Non Standard Installations for nbn® Enterprise Ethernet Ordered Products.	Start Date – 31 May 2024	N/A	Section B1.3
4.	Enterprise Ethernet UNI Discount	A Discount applied to recurring Charges for specified UNI Product Components	20 September 2021 – 31 May 2024	N/A	Section B1.4
5.	Enterprise Ethernet Service Modification Discount	A Discount applied to Charges for Modify Orders	Start Date – 31 May 2024	N/A	Section B1.5
6.	Enterprise Ethernet Route Aggregation Discount	A Discount applied to recurring Charges for the Route Aggregation Product Feature	20 September 2021 – 31 May 2024	N/A	Section B1.6

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

#	Name	Description	Duration	Campaign Period	Details and conditions
7.	Enterprise Ethernet Term End Discount	A Discount applied to specified Charges associated with nbn ® Enterprise Ethernet Ordered Products that: <ul style="list-style-type: none"> • have never been subject to a Minimum Term; or • have been subject to a Modify Order that was Acknowledged after the expiry of the Minimum Term applicable to the relevant nbn® Enterprise Ethernet Ordered Product. 	Start Date – 31 May 2024	N/A	Section B1.7
8.	Enterprise Ethernet Term Discount 2.0	A Discount applied to specified Charges associated with nbn ® Enterprise Ethernet Ordered Products for which a specified Minimum Term applies.	Start Date - 31 May 2024	N/A	Section B1.8
9.	Enterprise Ethernet Sales Incentive 2023 Rebate	A Rebate provided in respect of new orders for specified nbn ® Enterprise Ethernet Ordered Products	1 July 2022 – 31 December 2023	1 July 2022 – 30 June 2023	Section B1.9
10.	Enterprise Ethernet Light Up Rebate	A Rebate provided in respect of new orders for specified nbn ® Enterprise Ethernet Ordered Products	1 July 2022 – 31 December 2023	1 July 2022 – 30 September 2023	Section B1.10
11.	Enterprise Ethernet Sales Incentive 2024 Rebate	A Rebate provided in respect of new orders for specified nbn ® Enterprise Ethernet Ordered Products	1 July 2023 – 31 March 2024	1 July 2023 – 31 December 2023	Section B1.11
Short-term Discounts, Credits, Rebates and Waivers (Part C)					
N/A					

***Note:** *The period during which Ordered Products can become eligible for these Discounts, Credits, Rebates and Waivers have expired. However, some Ordered Products may continue to receive such Discounts, Credits, Rebates and Waivers in accordance with their provisions, where eligibility criteria were satisfied within the relevant period.*

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

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

B1.1 Enterprise Ethernet Term Discount

B1.1.1 Enterprise Ethernet Term Discount details

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

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

- (c) If the Enterprise Ethernet OVC Discount in section B1.2.1 applies to an OVC Product Component of an **nbn**[®] Enterprise Ethernet Ordered Product on the date of the relevant Order Acknowledgement for that **nbn**[®] Enterprise Ethernet Ordered Product, the discount under section B1.1.1(a) will be applied to the effective Charge for that OVC Product Component under section B1.2.1, rather than applying to the corresponding Charge in the [Price List for **nbn**[®] Enterprise Ethernet](#).

B1.1.2 Special Conditions

Duration of each Enterprise Ethernet Term Discount

- (a) Each discounted Charge that applies to an **nbn**[®] Enterprise Ethernet Ordered Product under section B1.1.1 will continue to apply to that **nbn**[®] Enterprise Ethernet Ordered Product for as long as **nbn** supplies that **nbn**[®] Enterprise Ethernet Ordered Product until the earlier of:
- (i) the date on which that **nbn**[®] Enterprise Ethernet Ordered Product becomes eligible for the Enterprise Ethernet Term End Discount; and
 - (ii) the date on which **nbn** withdraws or amends the [nbn[®] Enterprise Ethernet Price List](#) or the applicable discount in section B1.1.1(b).

Amendments, suspensions and withdrawals

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

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

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

B1.1.3 Process to Claim

nbn will automatically apply any applicable Enterprise Ethernet Term Discount.

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

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

B1.2 Enterprise Ethernet OVC Discount

B1.2.1 Enterprise Ethernet OVC Discount details

(a) Subject to the terms of this section B1.2, for each OVC Product Component of each **nbn**[®] Enterprise Ethernet Ordered Product for which Order Acknowledgement occurs:

- (i) before 20 September 2021; and
- (ii) during the term of this Enterprise Ethernet OVC Discount,

nbn will apply a discount to achieve an effective recurring Charge per Billing Period as set out in the table below (**Initial OVC Discount**):

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

Bandwidth profile (Symmetrical Mbps)	Effective recurring Charge*		
	CoS-L	CoS-M	CoS-H
250	\$229.00	\$426.00	\$513.00
300	\$380.00	\$465.00	\$550.00
350	\$420.00	\$483.00	\$573.00
400	\$430.00	\$502.00	\$597.00
450	\$440.00	\$520.00	\$620.00
500	\$450.00	\$538.00	\$643.00
600	\$460.00	\$557.00	\$667.00
700	\$470.00	\$575.00	\$690.00
800	\$480.00	\$593.00	\$713.00
900	\$490.00	\$612.00	\$737.00
1000	\$500.00	\$630.00	\$760.00

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

- (b) For each OVC Product Component of each **nbn®** Enterprise Ethernet Ordered Product for which Order Acknowledgement occurs:
- (i) on or after 20 September 2021; and
 - (ii) during the term of this Enterprise Ethernet OVC Discount,

nbn will apply a discount to achieve an effective recurring Charge per Billing Period as set out in the table below (**Subsequent OVC Discount**):

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

Bandwidth profile (Symmetrical Mbps)	Effective recurring Charge*		
	CoS-L	CoS-M	CoS-H
10	\$135.00	\$176.00	\$216.00
20	\$135.00	\$176.00	\$216.00
30	\$135.00	\$176.00	\$216.00
40	\$135.00	\$176.00	\$216.00
50	\$135.00	\$176.00	\$216.00
60	\$135.00	\$176.00	\$216.00
70	\$135.00	\$176.00	\$216.00
80	\$135.00	\$176.00	\$216.00
90	\$135.00	\$176.00	\$216.00
100	\$135.00	\$176.00	\$216.00
150	\$229.00	\$270.00	\$311.00
200	\$229.00	\$270.00	\$311.00
250	\$229.00	\$270.00	\$311.00
300	\$347.00	\$404.00	\$460.00
350	\$347.00	\$404.00	\$460.00
400	\$347.00	\$404.00	\$460.00
450	\$347.00	\$404.00	\$460.00
500	\$347.00	\$404.00	\$460.00
600	\$460.00	\$530.00	\$600.00
700	\$470.00	\$541.00	\$613.00

Bandwidth profile (Symmetrical Mbps)	Effective recurring Charge*		
	CoS-L	CoS-M	CoS-H
800	\$480.00	\$553.00	\$625.00
900	\$490.00	\$564.00	\$638.00
1000	\$500.00	\$575.00	\$650.00
2000	\$650.00	\$819.00	\$938.00
3000	\$761.00	\$959.00	\$1,112.00
4000	\$862.00	\$1,086.00	\$1,257.00
5000	\$955.00	\$1,203.00	\$1,452.00
6000	\$1,044.00	\$1,315.00	\$1,587.00
7000	\$1,130.00	\$1,423.00	\$1,717.00
8000	\$1,212.00	\$1,527.00	\$1,842.00
9000	\$1,292.00	\$1,628.00	\$1,964.00
10000	\$1,371.00	\$1,727.00	\$2,083.00

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

- (c) In any Billing Period, if the Initial OVC Discount or Subsequent OVC Discount applies for less than the whole Billing Period, **nbn** will apply the applicable Discount on a pro-rata daily basis for the days in the Billing Period during which the applicable Discount is payable to RSP.

B1.2.2 Interaction with other Discounts, Credits, Rebates and Waivers

If any one of the following Discounts applies to an OVC Product Component of an **nbn**® Enterprise Ethernet Ordered Product, that Discount will be applied to the effective recurring Charges set out in section B1.2.1:

- (a) Enterprise Ethernet Term Discount under section B1.1.1;
- (b) Enterprise Ethernet Term End Discount under section B1.7.1; or

- (c) Enterprise Ethernet Term Discount 2.0 under section B1.8.1.

B1.2.3 Amendments, suspensions and withdrawals

- (a) Subject to section B1.2.3(b), for changes to the Initial OVC Discount or Subsequent OVC Discount that are permitted under clause F4.9(f)(iii)(C) of the [Head Terms](#), **nbn** will give not less than 6 months' notice.

Note: Section B1.2.3(a) provides for a longer minimum notice period for specified changes than the minimum notice period that otherwise applies under the [Head Terms](#). Minimum notice periods for other changes, set out in other clauses of the [Head Terms](#), are unaffected.

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

B1.2.4 Process to Claim

nbn will automatically apply the Initial OVC Discount and Subsequent OVC Discount, as applicable.

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

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

B1.3 Non Standard Installation Charges Waiver

B1.3.1 Details

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

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

B1.3.2 Process to claim

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

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

The details and conditions in section B1.4 apply in respect of the Enterprise Ethernet UNI Discount described in Part A.

B1.4 Enterprise Ethernet UNI Discount

B1.4.1 Enterprise Ethernet UNI Discount details

- (a) Subject to the terms of this section B1.4, for each UNI Product Component of each **nbn**[®] Enterprise Ethernet Ordered Product for which Order Acknowledgement occurs during the term of this Enterprise Ethernet UNI Discount, **nbn** will apply a discount to achieve an effective recurring Charge per Billing Period as set out in the table below:

UNI bandwidth profile	UNI Zone			
	UNI CBD Zone	UNI Zone 1	UNI Zone 2	UNI Zone 3
1Gbps	\$100.00	\$200.00	\$200.00	\$200.00
10Gbps	\$150.00	\$250.00	\$250.00	\$250.00

- (b) In any Billing Period, if the Enterprise Ethernet UNI Discount applies for less than the whole Billing Period, **nbn** will apply this Discount on a pro-rata daily basis for the days in the Billing Period during which this Discount is payable to RSP.

B1.4.2 Interaction with other Discounts, Credits, Rebates and Waivers

If any one of the following Discounts applies to a UNI Product Component of an **nbn**[®] Enterprise Ethernet Ordered Product, that Discount will be applied to the effective recurring Charges set out in section B1.4.1:

- (a) Enterprise Ethernet Term Discount under section B1.1.1;
- (b) Enterprise Ethernet Term End Discount under section B1.7.1; or
- (c) Enterprise Ethernet Term Discount 2.0 under section B1.8.1.

B1.4.3 Amendments, suspensions and withdrawals

nbn will ensure that any suspension, withdrawal or amendment to the terms of this Enterprise Ethernet UNI Discount in accordance with this Agreement will not adversely affect the effective recurring Charge with respect to a UNI Product Component of any **nbn**[®] Enterprise Ethernet Ordered Product that is being supplied at the time of the suspension, withdrawal or amendment.

B1.4.4 Process to Claim

nbn will automatically apply this Enterprise Ethernet UNI Discount.

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

The details and conditions in section B1.5 apply in respect of the Enterprise Ethernet Modify Order Discount described in Part A.

B1.5 Enterprise Ethernet Service Modification Discount

B1.5.1 Details

nbn will apply a discount to achieve an effective Charge of \$120.00 for each Service Modification in respect of an **nbn**[®] Enterprise Ethernet Ordered Product that is:

- (a) made via a Modify Order through the **nbn**[®] Enterprise Ethernet Portal or via B2B Access;
- (b) Acknowledged and Completed during the term of this Enterprise Ethernet Service Modification Discount; and
- (c) not a Modify Order that results in an upgrade to the relevant **nbn**[®] Enterprise Ethernet Ordered Product.

Note: *No Charge applies for Service Modifications resulting in an upgrade to the relevant **nbn**[®] Enterprise Ethernet Ordered Product, in accordance with note 2 of section 4 of the [nbn[®] Enterprise Ethernet Price List](#).*

B1.5.2 Process to Claim

nbn will automatically apply this Enterprise Ethernet Service Modification Discount.

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

The details and conditions in section B1.6 apply in respect of the Enterprise Ethernet Route Aggregation Discount described in Part A.

B1.6 Enterprise Ethernet Route Aggregation Discount

B1.6.1 Enterprise Ethernet Route Aggregation Discount details

- (a) Subject to the terms of this section B1.6, for each **nbn**[®] Enterprise Ethernet Route Aggregation Product Feature for which Order Acknowledgement occurs during the term of this Enterprise Ethernet Route Aggregation Discount, **nbn** will apply a discount to achieve an effective recurring Charge per Billing Period as set out in the table below:

OVC Bandwidth	Route Type		
Symmetrical Mbps (CIR/EIR)	Route Type 1	Route Type 2	Route Type 3
10	\$15.00	\$25.00	\$35.00
20	\$30.00	\$50.00	\$70.00
30	\$45.00	\$75.00	\$105.00
40	\$60.00	\$100.00	\$140.00
50	\$75.00	\$125.00	\$175.00
60	\$90.00	\$150.00	\$210.00
70	\$105.00	\$175.00	\$245.00
80	\$120.00	\$200.00	\$280.00
90	\$135.00	\$225.00	\$315.00
100	\$150.00	\$250.00	\$350.00
150	\$225.00	\$375.00	\$525.00
200	\$300.00	\$500.00	\$700.00
250	\$375.00	\$625.00	\$875.00
300	\$450.00	\$750.00	\$1,050.00
350	\$525.00	\$875.00	\$1,225.00
400	\$600.00	\$1,000.00	\$1,400.00
450	\$675.00	\$1,125.00	\$1,575.00

OVC Bandwidth	Route Type		
Symmetrical Mbps (CIR/EIR)	Route Type 1	Route Type 2	Route Type 3
500	\$750.00	\$1,250.00	\$1,750.00
600	\$900.00	\$1,500.00	\$2,100.00
700	\$1,050.00	\$1,750.00	\$2,450.00
800	\$1,200.00	\$2,000.00	\$2,800.00
900	\$1,350.00	\$2,250.00	\$3,150.00
1000	\$1,500.00	\$2,500.00	\$3,500.00

- (b) In any Billing Period, if this Enterprise Ethernet Route Aggregation Discount applies for less than the whole Billing Period, **nbn** will apply this Discount on a pro-rata daily basis for the days in the Billing Period during which this Discount is payable to RSP.

B1.6.2 Interaction with other Discounts, Credits, Rebates and Waivers

If any one of the following Discounts applies to a Route Aggregation Product Feature of an **nbn**® Enterprise Ethernet Ordered Product, that Discount will be applied to the effective recurring Charges set out in section B1.6.1:

- (a) Enterprise Ethernet Term Discount under section B1.1.1;
- (b) Enterprise Ethernet Term End Discount under section B1.7.1; or
- (c) Enterprise Ethernet Term Discount 2.0 under section B1.8.1.

B1.6.3 Amendments, suspensions and withdrawals

nbn will ensure that any suspension, withdrawal or amendment to the terms of this Enterprise Ethernet Route Aggregation Discount in accordance with this Agreement will not adversely affect the effective recurring Charge with respect to a Route Aggregation Product Feature of any **nbn**® Enterprise Ethernet Ordered Product that is being supplied at the time of the suspension, withdrawal or amendment.

B1.6.4 Process to Claim

nbn will automatically apply this Enterprise Ethernet Route Aggregation Discount.

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

The details and conditions in section B1.7 apply in respect of the Enterprise Ethernet Term End Discount described in Part A.

B1.7 Enterprise Ethernet Term End Discount

B1.7.1 Enterprise Ethernet Term End Discount details

- (a) Subject to the terms of this section B1.7, a discounted Charge will apply for each OVC, UNI and Route Aggregation for each **nbn**[®] Enterprise Ethernet Ordered Product that:
- (i) has never been subject to a Minimum Term; or
 - (ii) was initially subject to a Minimum Term but was subsequently subject to a Modify Order that was Acknowledged after both:
 - (A) the expiry of the Minimum Term applicable to that **nbn**[®] Enterprise Ethernet Ordered Product; and
 - (B) the EE Term Simplification Date.
- (b) Subject to section B1.7.1(c), the discounted Charge applied under section B1.7.1(a) will be the applicable Charge in the Price List for **nbn**[®] Enterprise Ethernet on the date of the relevant Order Acknowledgement less the corresponding Discount in the following table on the date of the relevant Order Acknowledgement:

Charge in the Price List for nbn [®] Enterprise Ethernet	Discount
Recurring Charge for the OVC Product Component	15%
Recurring Charge for the UNI Product Component	15%
Recurring Charge for the Route Aggregation Product Feature	15%

- (c) If the Enterprise Ethernet OVC Discount in section B1.2.1 applies to an OVC Product Component of an **nbn**[®] Enterprise Ethernet Ordered Product on the date of the relevant Order Acknowledgement for that **nbn**[®] Enterprise Ethernet Ordered Product, the discount under section B1.7.1(a) will be applied to the effective Charge for that OVC Product Component under section B1.2.1, rather than applying to the corresponding Charge under the **nbn**[®] Enterprise Ethernet Price List.

B1.7.2 Duration of Enterprise Ethernet Term End Discount

Subject to any change to the [nbn[®] Enterprise Ethernet Price List](#) or this **nbn**[®] Enterprise Ethernet Discounts, Credits and Rebates Annexure, each discounted Charge under section B1.7.1 will apply to an **nbn**[®] Enterprise Ethernet Ordered Product on and from the date on which that **nbn**[®] Enterprise Ethernet Ordered Product first satisfies the eligibility criteria in section B1.7.1(a).

B1.7.3 Interaction with Enterprise Ethernet Term Discount

For clarity, **nbn** will not provide an Enterprise Ethernet Term End Discount in respect of any **nbn**[®] Enterprise Ethernet Ordered Product that is eligible for an Enterprise Ethernet Term Discount or Enterprise Ethernet Term Discount 2.0.

Note: Under section B1.1.2(a) or B1.8.2(a), an **nbn**[®] Enterprise Ethernet Ordered Product ceases to be eligible for an Enterprise Ethernet Term Discount or Enterprise Ethernet Term Discount 2.0 (as applicable) if it is eligible for this Enterprise Ethernet Term End Discount.

B1.7.4 Amendments, suspensions and withdrawals

For changes to this Enterprise Ethernet Term End Discount that are permitted under clause F4.9(f)(iii)(C) of the Head Terms, **nbn** will give not less than 6 months' notice to RSP.

Note: Section B1.7.4 provides for a longer minimum notice period for specified changes than the minimum notice period that otherwise applies under the [Head Terms](#). Minimum notice periods for other changes, set out in other clauses of the [Head Terms](#), are unaffected.

B1.7.5 Process to Claim

nbn will automatically apply any applicable Enterprise Ethernet Term End Discount.

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

The details and conditions in section B1.8 apply in respect of the Enterprise Ethernet Term Discount 2.0 described in Part A.

B1.8 Enterprise Ethernet Term Discount 2.0

B1.8.1 Enterprise Ethernet Term Discount 2.0 details

- (a) Subject to the terms of this section B1.8, a discounted Charge will apply for each Standard Installation, OVC, UNI and Route Aggregation for each **nbn**[®] Enterprise Ethernet Ordered Product that has:
- (i) an Order Acknowledged on or after the EE Price Transition Date; and
 - (ii) a specified Minimum Term.

Note: For clarity, the Enterprise Ethernet Term Discount 2.0 in this section B1.8 will apply to an Ordered Product that was eligible for and receiving the Term Discount under section B1.1 at the time that Discount expired, unless that Ordered Product became eligible for a Term End Discount as contemplated under section B1.1.2(a)(i) or becomes eligible for a Term End Discount as contemplated under section B1.8.2(a)(i).

- (b) Subject to section B1.8.1(c), the discounted Charge applied under section B1.8.1(a) will be the applicable Charge in the Price List for **nbn**[®] Enterprise Ethernet on the date of the relevant Order Acknowledgement less the corresponding Discount in the following table on the date of the relevant Order Acknowledgement:

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

- (c) If the Enterprise Ethernet OVC Discount in section B1.2.1 applies to an OVC Product Component of an **nbn**[®] Enterprise Ethernet Ordered Product on the date of the relevant Order Acknowledgement for that **nbn**[®] Enterprise Ethernet Ordered Product, the discount under section

B1.8.1(a) will be applied to the effective Charge for that OVC Product Component under section B1.2.1, rather than applying to the corresponding Charge in the [Price List for nbn[®] Enterprise Ethernet](#).

B1.8.2 Special Conditions

Duration of each Enterprise Ethernet Term Discount 2.0

- (a) Each discounted Charge that applies to an **nbn[®]** Enterprise Ethernet Ordered Product under section B1.8.1 will continue to apply to that **nbn[®]** Enterprise Ethernet Ordered Product for as long as **nbn** supplies that **nbn[®]** Enterprise Ethernet Ordered Product until the earlier of:
 - (i) the date on which that **nbn[®]** Enterprise Ethernet Ordered Product becomes eligible for the Enterprise Ethernet Term End Discount; and
 - (ii) the date on which **nbn** withdraws or amends the [nbn[®] Enterprise Ethernet Price List](#) or the applicable discount in section B1.8.1(b).

Amendments, suspensions and withdrawals

- (b) Subject to section B1.8.2(c), for changes to this Enterprise Ethernet Term Discount 2.0 that are permitted under clause F4.9(f)(iii)(C) of the [Head Terms](#), **nbn** will give not less than 6 months' notice to RSP.

Note: Section B1.8.2(b) provides for a longer minimum notice period for specified changes than the minimum notice period that otherwise applies under the [Head Terms](#). Minimum notice periods for other changes, set out in other clauses of the [Head Terms](#), are unaffected.

- (c) **nbn** will ensure that any suspension, withdrawal or amendment to the terms of this Enterprise Ethernet Term Discount 2.0 in accordance with this Agreement will not adversely affect the effective discounted Charge that applies during the Minimum Term of an **nbn[®]** Enterprise Ethernet Ordered Product that is being supplied at the time of the suspension, withdrawal or amendment.

B1.8.3 Process to Claim

nbn will automatically apply any applicable Enterprise Ethernet Term Discount 2.0.

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

The details and conditions in section B1.9 apply in respect of the Enterprise Ethernet Sales Incentive 2023 Rebate described in Part A.

B1.9 Enterprise Ethernet Sales Incentive 2023 Rebate

B1.9.1 Rebate details

- (a) Subject to the terms of this section B1.9, **nbn** will provide an Enterprise Ethernet Sales Incentive 2023 Rebate to RSP, calculated in accordance with the table below, for each Enterprise Ethernet Sales Incentive 2023 Order submitted by RSP for one or more **nbn**[®] Enterprise Ethernet OVC Product Components listed in the table below:

Bandwidth profile (Symmetrical Mbps) ¹	Enterprise Ethernet Sales Incentive 2023 Rebate (excluding GST) ^{2, 3, 4}
10, 20, 30, 40, 50, 60, 70, 80, 90, 100, 150, 200, 250, 300, 350, 400, 450	\$500
500 and above	\$1000

Notes:

1. The bandwidth profile of (and Rebate applicable to) an **nbn**[®] Enterprise Ethernet OVC Product Component will be determined as at the time **nbn** Completes the Enterprise Ethernet Sales Incentive 2023 Order for that Product Component.
1. OVC bandwidth profiles are available in three Classes of Service: CoS-L (EIR), CoS-M (CIR and EIR at a 1:3 ratio) and CoS-H (CIR). The Enterprise Ethernet Sales Incentive 2023 Rebate for a specific bandwidth profile in the table above applies in respect of that bandwidth profile for any of these Classes of Service.
2. If an Enterprise Ethernet Sales Incentive 2023 Order is for an OVC with more than one Class of Service, then the Enterprise Ethernet Sales Incentive 2023 Rebate that applies will be the Enterprise Ethernet Sales Incentive 2023 Rebate for the highest bandwidth profile of any of the Classes of Service.
3. If an Enterprise Ethernet Sales Incentive 2023 Order is for more than one OVC, then the amount of the Enterprise Ethernet Sales Incentive 2023 Rebate that applies will be the Enterprise Ethernet Sales Incentive 2023 Rebate for the highest bandwidth profile of any of the Classes of Service across all of those OVCs. The Enterprise Ethernet Sales Incentive 2023 Rebate will not apply to the other Classes of Services and other OVCs which form part of that Enterprise Ethernet Sales Incentive 2023 Order.

- (b) For the purposes of this section B1.9:

- (i) **Enterprise Ethernet Sales Incentive 2023 Order** means a Connect Order for one or more OVC Product Components of **nbn**[®] Enterprise Ethernet that is:

- (A) placed through the **nbn**[®] Enterprise Ethernet Service Portal or B2B Access;

- (B) Acknowledged during the Campaign Period; and
 - (C) Completed on or before 30 September 2023;
- (ii) **Business Unit** means, in respect of RSP and as identified by RSP in accordance with the processes notified by **nbn**, each business unit, division or department within RSP's organisation through which RSP markets, sells and supplies RSP Products, which may include a business unit, division or department specific to:
 - (A) wholesale RSP Products;
 - (B) retail RSP Products;
 - (C) RSP Products for enterprise and government End Users;
 - (D) RSP Products for small-medium business End Users; or
 - (E) RSP Products for residential End Users.
- (iii) **Campaign Period** means the period from 1 July 2022 to 30 June 2023;
- (iv) **Sales Activity Plan** means, in respect of one or more Business Units, a sales activity plan prepared by RSP in the form prescribed by **nbn** from time to time and in accordance with section B1.9.3; and
- (v) **Term** means the duration of this Enterprise Ethernet Sales Incentive 2023 Rebate as set out in Part A and as amended from time to time in accordance with the terms of this Enterprise Ethernet Sales Incentive 2023 Rebate.

B1.9.2 Enterprise Ethernet Sales Incentive 2023 Orders to which this Rebate relates

- (a) Subject to section B1.9.2(b), **nbn** will only provide an Enterprise Ethernet Sales Incentive 2023 Rebate in respect of an Enterprise Ethernet Sales Incentive 2023 Order if:
 - (i) RSP has submitted to **nbn**, for **nbn**'s approval, a Sales Activity Plan in respect of the Business Unit to which the Enterprise Ethernet Sales Incentive 2023 Order relates by at least the 20th day of the month immediately preceding the month in which the Enterprise Ethernet Sales Incentive 2023 Order was Acknowledged by **nbn**; and
 - (ii) **nbn** has approved the Sales Activity Plan by at least the 1st day of the month in which the Enterprise Ethernet Sales Incentive 2023 Order was Acknowledged by **nbn**.

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

- (b) The Enterprise Ethernet Sales Incentive 2023 Rebate does not apply to any Enterprise Ethernet Sales Incentive 2023 Order:
 - (i) in respect of a Premises at which **nbn**:
 - (A) is already supplying any OVC Product Component at the time the Enterprise Ethernet Sales Incentive 2023 Order is Completed; or
 - (B) has at any time prior to the expiry of the Campaign Period supplied any OVC Product Component; or
 - (ii) if within three months of the Enterprise Ethernet Sales Incentive 2023 Order being Completed, it is subject to:
 - (A) a Disconnect Order; or
 - (B) a Modify Order resulting in a lower bandwidth profile.

B1.9.3 Sales Activity Plan

- (a) **nbn** will approve RSP's Sales Activity Plan by notice to RSP if **nbn** is satisfied that either the whole amount of any Enterprise Ethernet Sales Incentive 2023 Rebates paid by **nbn** to RSP will be paid by RSP to RSP's sales representatives or sales channels in the form of sales incentives, commissions or similar initiatives, or the activities described in the Sales Activity Plan otherwise meet **nbn**'s objective of incentivising sales of RSP Products and Downstream Products which rely on **nbn**[®] Enterprise Ethernet Ordered Products to which this Enterprise Ethernet Sales Incentive 2023 Rebate relates.
- (b) RSP must provide to **nbn** on request any further information and assistance requested by **nbn** in respect of any Sales Activity Plan submitted by RSP, including as required to:
 - (i) enable **nbn** to determine whether to approve the Sales Activity Plan pursuant to section B1.9.3(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 **nbn** has previously approved a "Sales Activity Plan" under an Enterprise Ethernet Light Up Rebate, such "Sales Activity Plan" will be deemed to have been approved by **nbn** under section B1.9.3(a) of this Enterprise Ethernet Sales Incentive 2023 Rebate.
- (d) If RSP fails to:
 - (i) achieve any sales milestone specified in an approved Sales Activity Plan;
 - (ii) comply with any commitments by RSP as specified in an approved Sales Activity Plan;
 - (iii) promptly provide the information and assistance referred to in section B1.9.3(b) to **nbn**'s reasonable satisfaction; or

- (iv) in **nbn**'s reasonable opinion, comply with the objectives of the Enterprise Ethernet Sales Incentive 2023 Rebate, then **nbn** may do one or more of the following:
- (v) consult with RSP with a view to resolving the situation (which may, for example, include approving an amended Sales Activity Plan or requiring RSP to take certain actions or refrain from taking certain actions);
- (vi) determine not to pay any accrued Enterprise Ethernet Sales Incentive 2023 Rebates to RSP, including any Enterprise Ethernet Sales Incentive 2023 Rebates which RSP would, but for this section B1.9.3(d), be eligible to receive; and
- (vii) determine that RSP is ineligible to receive any future Enterprise Ethernet Sales Incentive 2023 Rebate.

B1.9.4 Interaction with other Discounts, Credits, Rebates and Waivers

If an Enterprise Ethernet Sales Incentive 2023 Order is eligible for both an Enterprise Ethernet Sales Incentive 2023 Rebate under this section B1.9 and an Enterprise Ethernet Light Up Rebate under section B1.10, RSP will be entitled, in respect of that Enterprise Ethernet Sales Incentive 2023 Order only, to both the Enterprise Ethernet Sales Incentive 2023 Rebate and the Enterprise Ethernet Light Up Rebate in accordance with this section B1.9 and section B1.10 respectively.

B1.9.5 Process to Claim

- (a) **nbn** will automatically apply this Enterprise Ethernet Sales Incentive 2023 Rebate.
- (b) If **nbn** pays any Enterprise Ethernet Sales Incentive 2023 Rebate in respect of any Enterprise Ethernet Sales Incentive 2023 Order to which the Enterprise Ethernet Sales Incentive 2023 Rebate does not apply under this section B1.9, including pursuant to sections B1.9.2(b) or B1.9.3(d), **nbn** may, at any time prior to 31 December 2023, adjust the amount of any subsequent invoice it issues to RSP to recover an amount equal to any such Enterprise Ethernet Sales Incentive 2023 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 B1.10 apply in respect of the Enterprise Ethernet Light Up Rebate described in Part A.

B1.10 Enterprise Ethernet Light Up Rebate

B1.10.1 Rebate details

- (a) Subject to the terms of this section B1.10, **nbn** will provide an Enterprise Ethernet Light Up Rebate to RSP, calculated in accordance with the table below, for each Enterprise Ethernet Light Up Order submitted by RSP for one or more **nbn**[®] Enterprise Ethernet OVC Product Components listed in the table below:

Bandwidth profile (Symmetrical Mbps)	Enterprise Ethernet Light Up Rebate (excluding GST) ^{1, 2}
All	\$1000

Notes:

- OVC bandwidth profiles are available in three Classes of Service: CoS-L (EIR), CoS-M (CIR and EI R at a 1:3 ratio) and CoS-H (CIR). The Enterprise Ethernet Light Up Rebate applies to any bandwidth profile for any of these Classes of Service.
- If an Enterprise Ethernet Light Up Order is for an OVC with more than one Class of Service, or for more than one OVC, then only a single Enterprise Ethernet Light Up Rebate will apply in respect of that Enterprise Ethernet Light Up Order. The Enterprise Ethernet Light Up Rebate will not apply to the other Classes of Services and other OVCs which form part of that Enterprise Ethernet Light Up Order.

- (b) For the purposes of this section B1.10:

- (i) **Enterprise Ethernet Light Up Order** means a Connect Order for one or more OVC Product Components of **nbn**[®] Enterprise Ethernet that is:
- (A) placed through the **nbn**[®] Enterprise Ethernet Service Portal or B2B Access;
 - (B) Acknowledged and Completed during the Campaign Period; and
 - (C) placed in respect of a Premises that is, at the time of Order Acknowledgement, an Eligible Premises;
- (ii) **Eligible Premises** has the meaning given to that term in section B1.10.4;
- (iii) **Business Unit** means, in respect of RSP and as identified by RSP in accordance with the processes notified by **nbn**, each business unit, division or department within RSP's organisation through which RSP markets, sells and supplies RSP Products, which may include a business unit, division or department specific to:

- (A) wholesale RSP Products;
 - (B) retail RSP Products;
 - (C) RSP Products for enterprise and government End Users;
 - (D) RSP Products for small-medium business End Users; or
 - (E) RSP Products for residential End Users;
- (iv) **Campaign Period** means the period from 1 July 2022 to 30 September 2023;
- (v) **Sales Activity Plan** means, in respect of one or more Business Units, a sales activity plan prepared by RSP in the form prescribed by **nbn** from time to time and in accordance with section B1.10.3; and
- (vi) **Term** means the duration of this Enterprise Ethernet Light Up Rebate as set out in Part A and as amended from time to time in accordance with the terms of this Enterprise Ethernet Light Up Rebate.

B1.10.2 Enterprise Ethernet Light Up Orders to which this Rebate relates

- (a) **nbn** will only provide an Enterprise Ethernet Light Up Rebate in respect of an Enterprise Ethernet Light Up Order if:
- (i) RSP has submitted to **nbn**, for **nbn**'s approval, a Sales Activity Plan in respect of the Business Unit to which the Enterprise Ethernet Light Up Order relates by at least the 20th day of the month immediately preceding the month in which the Enterprise Ethernet Light Up Order was Acknowledged by **nbn**; and
 - (ii) **nbn** has approved the Sales Activity Plan by at least the 1st day of the month in which the Enterprise Ethernet Light Up Order was Acknowledged by **nbn**.
- Note:** RSP only needs to submit one Sales Activity Plan per Business Unit for the Campaign Period. It may be submitted at any time before the Campaign Period or (if it only relates to part of the Campaign Period) up to the 20th day of the second-last month of the Campaign Period. A Sales Activity Plan may relate to multiple Business Units.
- (b) The Enterprise Ethernet Light Up Rebate does not apply to any Enterprise Ethernet Light Up Order in respect of a Premises at which **nbn**:
- (i) is already supplying any OVC Product Component at the time the Enterprise Ethernet Light Up Order is Completed; or
 - (ii) has at any time prior to the expiry of the Campaign Period supplied any OVC Product Component.

B1.10.3 Sales Activity Plan

- (a) **nbn** will approve RSP's Sales Activity Plan by notice to RSP if **nbn** is satisfied that either the whole amount of any Enterprise Ethernet Light Up Rebates paid by **nbn** to RSP will be paid by RSP to RSP's sales representatives or sales channels in the form of sales incentives, commissions or similar initiatives, or the activities described in the Sales Activity Plan otherwise meet **nbn**'s objective of incentivising sales of RSP Products and Downstream Products which rely on **nbn**[®] Enterprise Ethernet Ordered Products to which this Enterprise Ethernet Light Up Rebate relates.
- (b) RSP must provide to **nbn** on request any further information and assistance requested by **nbn** in respect of any Sales Activity Plan submitted by RSP, including as required to:
 - (i) enable **nbn** to determine whether to approve the Sales Activity Plan pursuant to section B1.10.3(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 **nbn** has previously approved a "Sales Activity Plan" under an Enterprise Ethernet Sales Incentive 2023 Rebate, such "Sales Activity Plan" will be deemed to have been approved by **nbn** under section B1.10.3(a) of this Enterprise Ethernet Sales Incentive 2023 Rebate.
- (d) If RSP fails to:
 - (i) achieve any sales milestone specified in an approved Sales Activity Plan;
 - (ii) comply with any commitments by RSP as specified in an approved Sales Activity Plan;
 - (iii) promptly provide the information and assistance referred to in section B1.10.3(b) to **nbn**'s reasonable satisfaction; or
 - (iv) in **nbn**'s reasonable opinion, comply with the objectives of the Enterprise Ethernet Light Up Rebate,then **nbn** may do one or more of the following:
 - (v) consult with RSP with a view to resolving the situation (which may, for example, include approving an amended Sales Activity Plan or requiring RSP to take certain actions or refrain from taking certain actions);
 - (vi) determine not to pay any accrued Enterprise Ethernet Light Up Rebates to RSP, including any Enterprise Ethernet Light Up Rebates which RSP would, but for this section B1.10.3(d), be eligible to receive; and
 - (vii) determine that RSP is ineligible to receive any future Enterprise Ethernet Light Up Rebate.

B1.10.4 Eligible Premises

nbn will notify RSP from time to time of Premises which are “Eligible Premises” for the purposes of the Enterprise Ethernet Light Up Rebate to which this section B1.10 applies (each such Premises, an **Eligible Premises**).

B1.10.5 Process to Claim

- (a) **nbn** will automatically apply this Enterprise Ethernet Light Up Rebate.
- (b) If **nbn** pays any Enterprise Ethernet Light Up Rebate in respect of any Enterprise Ethernet Light Up Order to which the Enterprise Ethernet Light Up Rebate does not apply under this section B1.10, including pursuant to section B1.10.3(d), **nbn** may, at any time prior to 31 December 2023, adjust the amount of any subsequent invoice it issues to RSP to recover an amount equal to any such Enterprise Ethernet Light Up 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 B1.11 apply in respect of the Enterprise Ethernet Sales Incentive 2024 Rebate described in Part A.

B1.11 Enterprise Ethernet Sales Incentive 2024 Rebate

B1.11.1 Rebate details

- (a) Subject to the terms of this section B1.11, **nbn** will provide an Enterprise Ethernet Sales Incentive 2024 Rebate to RSP, calculated in accordance with the table below, for each Enterprise Ethernet Sales Incentive 2024 Order submitted by RSP for one or more **nbn**[®] Enterprise Ethernet OVC Product Components listed in the table below:

Bandwidth profile (Symmetrical Mbps) ¹	Enterprise Ethernet Sales Incentive 2024 Rebate (excluding GST) ^{2, 3, 4}
10 – 900	\$500
1,000 – 10,000	\$1,250

Notes:

1. The bandwidth profile of (and Rebate applicable to) an **nbn**[®] Enterprise Ethernet OVC Product Component will be determined as at the time **nbn** Acknowledges the Enterprise Ethernet Sales Incentive 2024 Order for that Product Component.
2. OVC bandwidth profiles are available in three Classes of Service: CoS-L (EIR), CoS-M (CIR and EIR at a 1:3 ratio) and CoS-H (CIR). The Enterprise Ethernet Sales Incentive 2024 Rebate for a specific bandwidth profile applies in respect of that bandwidth profile for any of these Classes of Service. For clarity, the bandwidth profile ranges in the table above include all bandwidth profiles within that range (inclusive) as set out in the [nbn[®] Enterprise Ethernet Product Description](#).
3. If an Enterprise Ethernet Sales Incentive 2024 Order is for an OVC with more than one Class of Service, then the Enterprise Ethernet Sales Incentive 2024 Rebate that applies will be the Enterprise Ethernet Sales Incentive 2024 Rebate for the highest bandwidth profile of any of the Classes of Service.
4. If an Enterprise Ethernet Sales Incentive 2024 Order is for more than one OVC, then the amount of the Enterprise Ethernet Sales Incentive 2024 Rebate that applies will be the Enterprise Ethernet Sales Incentive 2024 Rebate for the highest bandwidth profile of any of the Classes of Service across all of those OVCs. The Enterprise Ethernet Sales Incentive 2024 Rebate will not apply to the other Classes of Services and other OVCs which form part of that Enterprise Ethernet Sales Incentive 2024 Order.

- (b) For the purposes of this section B1.11:

- (i) **Enterprise Ethernet Sales Incentive 2024 Order** means a Connect Order for one or more OVC Product Components of **nbn**[®] Enterprise Ethernet that is:

- (A) placed through the **nbn**[®] Enterprise Ethernet Service Portal or B2B Access;

- (B) Acknowledged during the Campaign Period; and
 - (C) Completed on or before 31 March 2024;
- (ii) **Business Unit** means, in respect of RSP and as identified by RSP in accordance with the processes notified by **nbn**, each business unit, division or department within RSP's organisation through which RSP markets, sells and supplies RSP Products, which may include a business unit, division or department specific to:
- (A) wholesale RSP Products;
 - (B) retail RSP Products;
 - (C) RSP Products for enterprise and government End Users;
 - (D) RSP Products for small-medium business End Users; or
 - (E) RSP Products for residential End Users.
- (iii) **Campaign Period** means the period from 1 July 2023 to 31 December 2023;
- (iv) **Sales Activity Plan** means, in respect of one or more Business Units, a sales activity plan prepared by RSP in the form prescribed by **nbn** from time to time and in accordance with section B1.11.3; and
- (v) **Term** means the duration of this Enterprise Ethernet Sales Incentive 2024 Rebate as set out in Part A and as amended from time to time in accordance with the terms of this Enterprise Ethernet Sales Incentive 2024 Rebate.

B1.11.2 Enterprise Ethernet Sales Incentive 2024 Orders to which this Rebate relates

- (a) Subject to section B1.11.2(b), **nbn** will only provide an Enterprise Ethernet Sales Incentive 2024 Rebate in respect of an Enterprise Ethernet Sales Incentive 2024 Order if:
- (i) RSP has submitted to **nbn**, for **nbn**'s approval, a Sales Activity Plan in respect of the Business Unit to which the Enterprise Ethernet Sales Incentive 2024 Order relates by at least the 20th day of the month immediately preceding the month in which the Enterprise Ethernet Sales Incentive 2024 Order was Acknowledged by **nbn**; and
 - (ii) **nbn** has approved the Sales Activity Plan by at least the 1st day of the month in which the Enterprise Ethernet Sales Incentive 2024 Order was Acknowledged by **nbn**.

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

- (b) The Enterprise Ethernet Sales Incentive 2024 Rebate does not apply to any Enterprise Ethernet Sales Incentive 2024 Order if within three months of the Enterprise Ethernet Sales Incentive 2024 Order being Completed, it is subject to:
 - (i) a Disconnect Order; or
 - (ii) a Modify Order resulting in a lower bandwidth profile.

B1.11.3 Sales Activity Plan

- (a) **nbn** will approve RSP's Sales Activity Plan by notice to RSP if **nbn** is satisfied that either the whole amount of any Enterprise Ethernet Sales Incentive 2024 Rebates paid by **nbn** to RSP will be paid by RSP to RSP's sales representatives or sales channels in the form of sales incentives, commissions or similar initiatives, or the activities described in the Sales Activity Plan otherwise meet **nbn**'s objective of incentivising sales of RSP Products and Downstream Products which rely on **nbn**[®] Enterprise Ethernet Ordered Products to which this Enterprise Ethernet Sales Incentive 2024 Rebate relates.
- (b) RSP must provide to **nbn** on request any further information and assistance requested by **nbn** in respect of any Sales Activity Plan submitted by RSP, including as required to:
 - (i) enable **nbn** to determine whether to approve the Sales Activity Plan pursuant to section B1.11.3(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 **nbn** has previously approved a "Sales Activity Plan" under an Enterprise Ethernet Light Up Rebate, such "Sales Activity Plan" will be deemed to have been approved by **nbn** under section B1.11.3(a) of this Enterprise Ethernet Sales Incentive 2024 Rebate.
- (d) If RSP fails to:
 - (i) achieve any sales milestone specified in an approved Sales Activity Plan;
 - (ii) comply with any commitments by RSP as specified in an approved Sales Activity Plan;
 - (iii) promptly provide the information and assistance referred to in section B1.11.3(b) to **nbn**'s reasonable satisfaction; or
 - (iv) in **nbn**'s reasonable opinion, comply with the objectives of the Enterprise Ethernet Sales Incentive 2024 Rebate,

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

- (v) consult with RSP with a view to resolving the situation (which may, for example, include approving an amended Sales Activity Plan or requiring RSP to take certain actions or refrain from taking certain actions);
- (vi) determine not to pay any accrued Enterprise Ethernet Sales Incentive 2024 Rebates to RSP, including any Enterprise Ethernet Sales Incentive 2024 Rebates which RSP would, but for this section B1.11.3(d), be eligible to receive; and
- (vii) determine that RSP is ineligible to receive any future Enterprise Ethernet Sales Incentive 2024 Rebate.

B1.11.4 Interaction with other Discounts, Credits, Rebates and Waivers

If an Enterprise Ethernet Sales Incentive 2024 Order is eligible for both an Enterprise Ethernet Sales Incentive 2024 Rebate under this section B1.11 and an Enterprise Ethernet Light Up Rebate under section B1.10, RSP will be entitled, in respect of that Enterprise Ethernet Sales Incentive 2024 Order only, to both the Enterprise Ethernet Sales Incentive 2024 Rebate and the Enterprise Ethernet Light Up Rebate in accordance with this section B1.11 and section B1.10 respectively.

B1.11.5 Process to Claim

- (a) **nbn** will automatically apply this Enterprise Ethernet Sales Incentive 2024 Rebate.
- (b) If **nbn** pays any Enterprise Ethernet Sales Incentive 2024 Rebate in respect of any Enterprise Ethernet Sales Incentive 2024 Order to which the Enterprise Ethernet Sales Incentive 2024 Rebate does not apply under this section B1.11, including pursuant to sections B1.11.2(b) or B1.11.3(d), **nbn** may, at any time prior to 31 December 2024, adjust the amount of any subsequent invoice it issues to RSP to recover an amount equal to any such Enterprise Ethernet Sales Incentive 2024 Rebate paid by **nbn**.

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

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