

# Dictionary

Satellite Mobility (LCPA) Agreement



**This agreement is a Standard Form of Access Agreement for the purposes of Part XIC of the Competition and Consumer Act 2010.**

# Dictionary

## Satellite Mobility (LCPA) Agreement

Version	Description	Effective Date
1.0	Issued on 5 October 2017	Start Date

### Copyright

This document is subject to copyright and must not be used except as permitted below or under the Copyright Act 1968 (Cth). You must not reproduce or publish this document in whole or in part for commercial gain without the prior written consent of **nbn**. You may reproduce and publish this document in whole or in part for educational or non-commercial purposes as approved by **nbn** in writing.

Copyright © 2017 nbn co limited. All rights reserved. Not for general distribution.

### Disclaimer

This document is provided for information purposes only. The recipient must not use this document other than with the consent of **nbn** and must make its own inquiries as to the currency, accuracy and completeness of this document and the information contained in it. The contents of this document should not be relied upon as representing **nbn**'s final position on the subject matter of this document, except where stated otherwise. Any requirements of **nbn** or views expressed by **nbn** in this document may change as a consequence of **nbn** finalising formal technical specifications, or legislative and regulatory developments.

### Environment

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

# Introduction

This Dictionary contains definitions used in this Agreement.

Other documents which comprise this Agreement also contain additional definitions. Where expressly stated, such additional definitions may replace the definitions in this Dictionary.

# Definitions

**1000BaseLX** has the meaning given to that NNI Bearer profile as described in the relevant Network Interface Specification.

**90 Day Bank Bill Swap Rate** means, for any period:

- (a) the rate which is the average of the bid rates shown at or about 10.30 am (Sydney time) on page "BBSY" on the Reuters Monitor System on the first day of that period for a term equal to 90 days; and
- (b) if:
  - (i) the page referred to in paragraph (a) of this definition is replaced or the service referred to in paragraph (a) of this definition ceases to be available; or
  - (ii) the basis on which the rate referred to in paragraph (a) of this definition is calculated or displayed changes after the date of this Agreement and **nbn** determines that the rate ceases to reflect **nbn**'s cost of funding to the same extent as at the date of this Agreement,

the rate determined by **nbn** acting reasonably, to be the appropriate equivalent rate having regard to prevailing market conditions.

Rates will be expressed as a yield percent per annum to maturity and if necessary will be rounded up to the nearest fourth decimal place.

**ACCC** means the Australian Competition and Consumer Commission.

**Acceptable Credit Rating** means a long term credit rating for senior unsecured indebtedness of at least BBB from Standard and Poor's Ratings Group, or an equivalent rating from a reputable international rating agency.

**Acceptable Insurer** means an insurer which is:

- (a) a reputable APRA authorised insurer;
- (b) APRA exempt and maintains a Standard & Poor's rating of A minus or higher (or an equivalent rating from a reputable international rating agency);
- (c) in the case of workers compensation insurance, an authorised self insurer, specialist insurer or scheme agent; or
- (d) otherwise approved in writing by **nbn** (which consent must not be unreasonably withheld).

**Accepted Invitee** means Customer and/or any Other Customer accepted by the Panel as a party to an Industry Relevant Dispute in accordance with clause G6.2 of the [Head Terms](#).

**Accepted Notification** means notification provided by **nbn** to Customer that **nbn** has accepted a Connect Order, Modify Order or Disconnect Order (as applicable) in accordance with module 5 of the [Operations Manual](#).

**Access Seeker** means a Carrier, Carriage Service Provider, Content Service Provider or Specified Utility engaged in a related Specified Activity seeking the supply of a Product from **nbn** that is not Customer or an Other Customer.

**ACMA** means the Australian Communications and Media Authority.

**Activation** means the completion of a Connect Order for a Product which, for the purposes of this Agreement, is when **nbn** provides a Completion Notification in respect of that Connect Order.

**Activity** means those activities of **nbn** that are the subject of Service Levels or Performance Objectives in any [Service Levels Schedule](#).

**ACT Utilities Tax** means the tax imposed under the *Utilities (Network Facilities Tax) Act 2006* (ACT).

**Adjustment Event** has the meaning given to that term in the GST Law.

**Adverse Network Impact** means any event or series of events which:

- (a) endangers the health or safety of any person;
- (b) damages, threatens, interferes with, prejudices the integrity of, degrades or results in the deterioration of the operation or performance of any other party's network, systems, equipment, property, infrastructure or facilities;
- (c) in the case of Customer, causes a nuisance in or while accessing **nbn**<sup>TM</sup> Infrastructure; or
- (d) in the case of Customer, damages, threatens, interferes with, prejudices the integrity of, degrades or causes the deterioration of the operation or performance of:
  - (i) **nbn**<sup>TM</sup> Infrastructure;
  - (ii) communications within **nbn**<sup>TM</sup> Infrastructure (including Carriage Services and Content Services provided over the **nbn**<sup>TM</sup> Infrastructure);
  - (iii) any Other Customer's network, systems, equipment, property, infrastructure or facilities used in connection with the **nbn**<sup>TM</sup> Network;
  - (iv) the **nbn**<sup>TM</sup> Satellite Mobility Product or the supply of any other products or services to Customer or any Other Customer; or
  - (v) other property or facilities of any third party.

**Advisory Notice** has the meaning given to that term in section 151AQB of the Competition and Consumer Act.

**Affected Party** has the meaning given to that term in the definition of "Force Majeure Event".

**Agreement** means the [Satellite Mobility \(LCPA\) Agreement](#).

**Approved** means:

- (a) if Customer selects a Mobile Terminal that is on the MT accredited list, that **nbn** has verified that the Mobile Terminal is on the MT accredited list and is therefore approved for use on the Satellite Network; or
- (b) if Customer selects a Mobile Terminal that is not on the MT accredited list, that **nbn** has verified that Customer has complied with requirements notified to Customer by **nbn** in accordance with section 2.1.3 of the [Operations Manual](#), and is therefore approved for use on the Satellite Network.

**Approved Capacity Forecast** has the meaning given in section 2.1.2 of the [Operations](#)

[Manual](#).

**Approved Dispute Guidelines** means the guidelines for Disputes approved under an SAU.

**Approved Panel Terms** means the standard terms of appointment of Panel Members approved by the ACCC from time to time pursuant to an SAU and published on **nbn**'s Website.

**Approved Purpose** has the meaning given to that term in clause D3.2(a) of the [Head Terms](#).

**Australian Consumer Law** means the provisions set out in Schedule 2 to the Competition and Consumer Act.

**Authorised Contact** means a person authorised to raise a Billing Enquiry and/or Billing Dispute on behalf of Customer.

**Authorisation to Alter Document** means any document published by **nbn** from time to time authorising registered cabling providers to move, remove or alter any part of the **nbn**<sup>TM</sup> Network.

**Award** means a Panel's final decision in respect of a Dispute.

**Bilateral Dispute** means a dispute that is classified as a bilateral dispute by a Panel in accordance with the Dispute Management Rules.

**Billing Dispute** has the meaning given to that term in clause B5.2 of the [Head Terms](#).

**Billing Dispute Escalation Notice** means a notice given by Customer to **nbn** which specifies:

- (a) that Customer wishes to escalate the Billing Dispute; and
- (b) the reasons why Customer does not agree with a Billing Dispute Resolution Notice given by **nbn**.

**Billing Dispute Form** means the document by that name which is published by **nbn** from time to time.

**Billing Dispute Resolution Notice** means a notice given by **nbn** to Customer which sets out:

- (a) **nbn**'s proposed resolution of a Billing Dispute; and
- (b) the proposed actions to be taken by **nbn** and Customer to settle a Billing Dispute.

**Billing Enquiry** means an enquiry raised by Customer in respect of the matters specified in the WBA Operations Manual.

**Billing Expert** means a person who is an auditor qualified under Australian law and appointed under clause B5.7 of the [Head Terms](#) to determine a Billing Dispute.

**Billing Period** means each period of one calendar month starting on the day selected or determined in accordance with clause B2.2 of the [Head Terms](#).

**Billing Period Options** has the meaning given to that term in clause B2.2(a) of the [Head Terms](#).

**Business Day** means any day other than a Saturday, Sunday or public holiday in the States or Territories where the relevant works or tasks are being carried out.

**Business Rules** means any instructions, policies or procedures issued by **nbn** pursuant to clause C4.2 of the [Head Terms](#).

**CAA** means the *Commercial Arbitration Act 2010* (NSW).

**Capacity Forecast** means any forecast or other information in respect of capacity and capability to be provided by Customer to **nbn** in accordance with section 2.1.2 of the [Operations Manual](#).

**Carriage Service** has the meaning given to that term in section 7 of the Telecommunications Act.

**Carriage Service Provider** has the meaning given to that term in section 87 of the Telecommunications Act.

**Carrier** has the meaning given to that term in section 7 of the Telecommunications Act.

**Chair of the Resolution Institute** means the Chair, from time to time, of the Resolution Institute.

**Change in Control** means, in relation to a party, a change of the entity which Controls the party or, if no entity Controls the party, the assumption of Control of the party by an entity.

**Charges** means:

- (a) the charges (including any Taxes) set out in a [Price List](#); and
- (b) any charges referred to in clause C1(b) of the [Head Terms](#).

**CIR** or **Committed Information Rate** means the Information Rate which the Satellite Network is committed to transfer for a particular link under normal conditions.

**Claim** means any and all claims, alleged claims, actions, suits or proceedings by any person of any nature or kind, whether in contract, tort (including negligence) at common law, in equity, under statute or otherwise however arising.

**CLMS** means the contract lifecycle management system including the electronic web portal made available by **nbn** to Customer for contract management and execution.

**CLMS Communication** means any communication described in clause H1.1(a) of the [Head Terms](#) given by **nbn** to Customer through CLMS, which may include any:

- (a) notice under clause F4 of the [Head Terms](#);
- (b) notice regarding any Upgrade;
- (c) Force Majeure Event Notice; and
- (d) any other communication that is notified by **nbn** to Customer to be a "CLMS Communication" from time to time,

but does not include any notice described in clause H1.1(c) of the [Head Terms](#) or related to any multiparty forum described in clause F3.1 of the [Head Terms](#).

**Commonwealth** means the Commonwealth of Australia.

**CommsAlliance** means Communications Alliance Ltd.

**Compatible** means capable of integration and operation with the **nbn**<sup>TM</sup> Infrastructure with no modification or conversion required to the **nbn**<sup>TM</sup> Infrastructure, including having regard to the compatibility requirements notified by **nbn** under clause C5.1(a) of the [Head Terms](#) or otherwise under this Agreement.

**Competition and Consumer Act** means the *Competition and Consumer Act 2010* (Cth).

**Competition Notice** has the meaning given to that term in section 151AB of the Competition and Consumer Act.

**Completion Notification** means notification provided by **nbn** to Customer that **nbn** has completed an Activation, Modification or Disconnection (as applicable) in accordance with the [Operations Manual](#).

**Confidential Information** means all information, know-how, ideas, concepts, technology, marketing, product, operational, financial and other industrial or commercial knowledge and data of a confidential nature (whether in tangible or intangible form and whether coming into existence before or after the commencement of this Agreement) of a party or any of its Related Bodies Corporate relating to or developed in connection with this Agreement (the "first mentioned party"), but does not, in the case of either party, include:

- (a) information which is or becomes part of the public domain (other than through any breach of this Agreement);
- (b) information rightfully received by the other party from a third person without a duty of confidentiality being owed by the other party to the third person, except where the other party has knowledge that the third person has obtained that information either directly or indirectly as a result of a breach of any duty of confidence owed to the first mentioned party;
- (c) information which has been independently developed by the other party;
- (d) Product Development Confidential Information; or
- (e) information about the **nbn**<sup>TM</sup> Satellite Mobility Product (including where that information is generated by **nbn**) that has been aggregated with other information of a similar or related nature, such that Customer, Downstream Service Providers or End Users cannot be identified by the information or any part of it.

**Confirmed Award** has the meaning given to that term in clause G7.3(b)(iii) of the [Head Terms](#).

**Connect Order** means an order for Activation of a Product in accordance with section 5.4 of the [Operations Manual](#).

**Contact Details** has the meaning given to that term in clause H1.3 of the [Head Terms](#).

**Content Service** has the meaning given to that term in section 15 of the Telecommunications Act.

**Content Service Provider** has the meaning given to that term in section 97 of the Telecommunications Act.

**Contracted End User** means an End User acquiring a Customer Product or Downstream Product under a contract with Customer, a Downstream Service Provider or another Contracted End User (as the case may be).

**Contracted End User Details** means any information about any Contracted End User that is required by **nbn** to exercise its rights or perform its obligations under this Agreement or by law.

**Control** has the meaning set out in section 50AA of the Corporations Act.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Corrective Action** means all steps that are reasonably practical in the circumstances that **nbn**



will undertake to address the non-achievement of a Performance Objective.

**Coverage Area** means the geographical area serviced by the Satellite Network.

**Credit Policy** means the document entitled "Credit Policy" that forms part of the [Satellite Mobility \(LCPA\) Agreement](#).

**Credit Review** means a review conducted in accordance with section 3 of the [Credit Policy](#).

**Credit Review Date** means the date on which an assessment is to be conducted to determine whether Customer is a Credit Risk as notified by **nbn** to Customer under the [Credit Policy](#).

**Credit Review Event** means the occurrence of any of the following:

- (a) any amount due under this Agreement becomes an Overdue Amount;
- (b) **nbn** has reasonable grounds to believe that the Credit Risk posed by Customer is materially increased, or will materially increase;
- (c) **nbn** has reasonable grounds to believe that Customer is likely to be subject to an Insolvency Event;
- (d) there is, or in **nbn's** reasonable opinion is likely to be, a substantial increase in the amount of Charges payable by Customer under this Agreement;
- (e) **nbn** has issued a Default Notice to Customer under this Agreement; or
- (f) there is a Change in Control of Customer.

**Credit Risk** means an unacceptable risk for **nbn** that Customer is unable to pay all Charges and other amounts payable under this Agreement to **nbn** in full and promptly as they fall due.

**CSA** or **Connectivity Serving Area** means a geographical region that is addressable using a single M-CVC.

**Customer** has the meaning given to that term in the "Parties" provision of the [Agreement Execution Document](#).

**Customer Active Equipment** means active equipment that is:

- (a) owned, controlled or operated by Customer; and
- (b) any other equipment as advised by **nbn** from time to time.

**Customer Disconnection Obligation** means an obligation under this Agreement to:

- (a) disconnect and/or remove any Customer Equipment or other items owned or controlled by Customer from the **nbn**<sup>TM</sup> Infrastructure;
- (b) disconnect, remove and/or return to **nbn** any **nbn**<sup>TM</sup> Equipment supplied by **nbn** to Customer;
- (c) disconnect any connections made by or on behalf of Customer from the Customer Network to the **nbn**<sup>TM</sup> Infrastructure; or
- (d) disconnect or ensure the disconnection of any connections made by or on behalf of any Downstream Service Provider or Contracted End User to the **nbn**<sup>TM</sup> Infrastructure in connection with Customer's supply of Customer Products.

**Customer Equipment** means any equipment that is:

- (a) used by Customer in connection with the **nbn**<sup>TM</sup> Network, the **nbn**<sup>TM</sup> Platform, or the **nbn**<sup>TM</sup> Satellite Mobility Product; or
- (b) provided by or on behalf of Customer to any Downstream Service Provider or Contracted End User to whom it supplies Customer Products for use in connection with the **nbn**<sup>TM</sup> Network or any Customer Product,

but excludes all **nbn**<sup>TM</sup> Equipment.

**Customer Event** means:

- (a) any act or omission of Customer, any Downstream Service Provider or any End User other than in accordance with this Agreement or that is otherwise unlawful; or
- (b) any event or circumstance to the extent caused or contributed to by:
  - (i) the Customer Network, Customer Platform or any Customer Equipment; or
  - (ii) the network, systems, equipment or facilities of any Downstream Service Providers or any End Users.

**Customer IPRs** means any Intellectual Property Rights owned by Customer or a Related Body Corporate of Customer.

**Customer Material** means all material provided or otherwise made available by or on behalf of Customer to **nbn** in connection with this Agreement.

**Customer Network** means the networks, systems and facilities that are used, or are capable of being used, by Customer in relation to the carrying of communications by means of guided or unguided electromagnetic or optical energy in connection with the **nbn**<sup>TM</sup> Network, the **nbn**<sup>TM</sup> Platform, or the **nbn**<sup>TM</sup> Satellite Mobility Product, including Customer Equipment.

**Customer Platform** means the operational support systems and billing support systems used by Customer that are directly or indirectly connected to the **nbn**<sup>TM</sup> Platform.

**Customer Product** means a retail or wholesale product or service supplied by Customer to a third party that relies on the **nbn**<sup>TM</sup> Satellite Mobility Product as an input.

**Customer Service Centre** means the team described in section 1.1.3 of the [Operations Manual](#).

**Customer Support Centre** means the team described in section 1.1.5.1 of the [Operations Manual](#).

**Data Enquiry** means an enquiry in relation to the accuracy of measurement and monitoring information on which a Performance Report is based.

**Default** means a failure, inability or refusal by a party to comply with the terms of this Agreement.

**Default Notice** has the meaning given to that term in clause F6.1(a) of the [Head Terms](#).

**Discloser** means a party which discloses its Confidential Information to the other party.

**Disconnection** means the completion of a Disconnect Order for a Product which, for the purposes of this Agreement, is when **nbn** provides a Completion Notification in respect of that Disconnect Order.

**Disconnect Order** means an order for Disconnection of a Product in accordance with section 5.6 of the [Operations Manual](#).

**Disconnection Right** means an express right under this Agreement or at law to:

- (a) remove or disconnect any Customer Equipment or other items owned or controlled by Customer from the **nbn**<sup>TM</sup> Infrastructure;
- (b) disconnect, remove and/or recover from Customer any **nbn**<sup>TM</sup> Equipment supplied by **nbn** to Customer;
- (c) disconnect any connections made by or on behalf of Customer from the Customer Network to the **nbn**<sup>TM</sup> Infrastructure; or
- (d) disconnect any connections made by or on behalf of any Downstream Service Provider or Contracted End User to the **nbn**<sup>TM</sup> Infrastructure in connection with Customer's supply of Customer Products.

**Dispute** means a dispute that arises between **nbn** and Customer under or in relation to this Agreement.

**Dispute Management Rules** means the provisions in relation to dispute resolution in Module G of the [Head Terms](#).

**Downstream Claimant** means a person who makes a Downstream Claim.

**Downstream Contract** means an agreement pursuant to which a Downstream Service Provider or Contracted End User acquires (or another End User is the ultimate recipient of) a Customer Product or Downstream Product.

**Downstream Product** means a retail or wholesale product or service supplied by a Downstream Service Provider to a third party, which relies on a Customer Product as an input.

**Downstream Service Provider** means any Carrier, Carriage Service Provider or Content Service Provider acquiring a wholesale Customer Product or wholesale Downstream Product.

**Downstream Service Provider Details** means any information about any Downstream Service Provider that is required by **nbn** to exercise its rights or perform its obligations under this Agreement or by law.

**Downstream Service Provider Equipment** means any equipment that is used by any Downstream Service Provider in connection with the **nbn**<sup>TM</sup> Network or any Customer Product or Downstream Product.

**Due Date** has the meaning given to that term in clause B3.1(a) of the [Head Terms](#).

**ebMS** means ebXML messaging service.

**ebXML** means extensible business message markup language as described in the OASIS ebXML Message Service Specification (version 2.0) issued 1 April 2002.

**Effective Disconnection Date** means, in respect of a Product, Completion Notification in respect of a Disconnect Order.

**Embargo Period** means a period of anticipated high End User activity notified by **nbn** to Customer in accordance with the [Operations Manual](#).

**Emergency** means an imminent actual or potential risk to the safety of persons or property or the integrity of a telecommunications network requiring immediate action to avoid or mitigate any loss, damage or personal injury.

**Emergency Call Services** has the meaning given to that term in the Telecommunications Act.

**Emergency Outage** means an Outage which **nbn** reasonably determines to be necessary to respond to the occurrence of an Emergency.

**Emergency POI Notice** means a notice of an Emergency POI Relocation/Closure which must include:

- (a) a description of the Emergency giving rise to the necessity to implement that Emergency POI Relocation/Closure;
- (b) the original location of the POI being closed or relocated during the Emergency; and
- (c) the location of the new POI.

**Emergency POI Relocation/Closure** means the relocation or closure of a POI performed by **nbn** in response to an Emergency.

**Emergency Upgrade** means an Upgrade performed by **nbn** in response to an Emergency.

**Emergency Upgrade Notice** means the notice to be given by **nbn** to Customers of an Emergency Upgrade which, at a minimum, comprises a description of the Emergency giving rise to the implementation of that upgrade and, where feasible, the nature and scope of the Emergency Upgrade.

**End User** means a person who is the ultimate recipient or user of a Customer Product or Downstream Product.

**End User Equipment** means any equipment that is used by any End User in connection with the **nbn**<sup>TM</sup> Network or any Customer Product or Downstream Product.

**Enhancement** means changes which, when considered as a whole, are an enhancement to the **nbn**<sup>TM</sup> Satellite Mobility Product, a Product Component or a Product Feature.

**Established POI** means a POI in the POI List but excluding any Temporary POI.

**Excluded Event** means:

- (a) any Force Majeure Event;
- (b) the implementation of any Upgrade or relocation or replacement of any POI or Temporary POI in accordance with Module C of the [Head Terms](#) performed in accordance with the terms of this Agreement;
- (c) any Ordering Freeze, Service Reduction or Suspension that has been validly imposed in accordance with Module F of the [Head Terms](#);
- (d) any failure of, or inability to supply products, services, facilities or infrastructure by a third party, where the third party is unable to perform its obligations to **nbn** as a result of an event that would have otherwise constituted a Force Majeure Event if the obligations to be performed by the third party had arisen under this Agreement;
- (e) any deprioritisation, reduction of maximum data transfer rate, rejection of order, rejection of modification or suspension that has been validly applied in accordance with the [Product Description](#).

**Execution Date** means the date that this Agreement is executed by the last party to sign this Agreement, as specified in the [Agreement Execution Document](#).

**Expert** means an expert appointed by **nbn** and Customer to determine a Dispute in

accordance with clause G3 of the [Head Terms](#).

**Expert Determination** means the determination of a Dispute by the Expert.

**Expert Shortlist** has the meaning given to that term in clause G3.2(b) of the [Head Terms](#).

**Expiry Date** means the date that is two years from the date this Agreement is executed by both parties.

**Extension Notice** has the meaning given to that term in clause F2.2(a) of the [Head Terms](#).

**External Fault** means a fault which is not a Service Fault.

**Facilities Access Service** means the service described in the document entitled "Service Description - Facilities Access Service" which forms part of the Wholesale Broadband Agreement.

**Financial Security** means either:

- (a) an unconditional guarantee, including in the form of an unconditional bank guarantee or insurance bond, from either an entity registered as an Authorised Deposit-taking Institution by the Australian Prudential Regulation Authority, or an insurer regulated by the Australian Prudential Regulation Authority under the *Insurance Act 1973* (Cth) (as applicable) which, in either case, has an Acceptable Credit Rating; or
- (b) any other form of security acceptable to **nbn** (in its absolute discretion).

**Force Majeure Event** means any event or circumstance that:

- (a) is not within the reasonable control of a person (the **Affected Party**) or any of its Related Bodies Corporate or any of their Personnel;
- (b) the Affected Party or any of its Related Bodies Corporate or any of their Personnel is not reasonably able to prevent or overcome by the exercise of reasonable care, such as by having in place or implementing a disaster recovery plan or complying with an **nbn**<sup>TM</sup> Power Resiliency Policy; and
- (c) causes the Affected Party to fail to perform any of its obligations under this Agreement,

but does not include any event or circumstance that arises as a result of any lack of funds for any reason or any other inability to pay.

**Force Majeure Event Notice** means a notice of a Force Majeure Event which comprises:

- (a) a description of the nature of the Force Majeure Event;
- (b) details of the extent to which the Affected Party is unable to perform its obligations because of that Force Majeure Event; and
- (c) an estimate of the duration that the Affected Party expects that it will be unable to perform those obligations because of that Force Majeure Event.

**Government Agency** means any court or tribunal of competent jurisdiction or any agency, authority, board, department, government, instrumentality, ministry, official or public or statutory person of the Commonwealth or of any State or Territory of Australia, and any local or municipal government or governmental bodies.

**GST** means a goods and services tax or similar value added tax levied or imposed under the GST Law.

**GST Law** has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Head Terms** means the document entitled "Head Terms" that forms part of the [Satellite Mobility \(LCPA\) Agreement](#).

**IOAT Program** means the document entitled "IOAT Program" provided by **nbn** to Customer from time to time that sets out details of the Interoperability and Operations Accreditation Testing.

**Indemnified Party** means the party receiving the benefit of an indemnity under this Agreement.

**Indemnifying Party** means the party giving an indemnity under this Agreement.

**Indirect Loss** means Loss which:

- (a) does not arise directly, or naturally in the usual course of things, from the breach, action or inaction in question; or
- (b) constitutes loss of profit, loss of anticipated profit, loss of opportunity or anticipated savings, loss of revenue, loss or impairment of credit rating, loss of data, loss of business opportunities and loss of or damage to reputation or goodwill even if such loss arises directly or naturally in the usual course of things from that breach, action or inaction,

but does not include the following Losses to the extent that they arise directly, or naturally in the usual course of things, from the breach, action or inaction in question:

- (c) reasonable costs incurred in remedying the impact of the breach, action or inaction in question;
- (d) reasonable overtime and related expenses (including travel, lodging and wages); and
- (e) payments or penalties imposed by any Government Agency.

**Industry Code** means an industry code developed and registered with the ACMA under Part 6 of the Telecommunications Act.

**Industry Relevant Dispute** means a dispute that is classified as an Industry Relevant Dispute by a Panel in accordance with the Dispute Management Rules.

**Industry Standard** means an industry standard determined by the ACMA under Part 6 of the Telecommunications Act.

**Information Agreement** means an agreement entitled "Information Agreement", which relates to the supply of confidential information by **nbn** to Customer.

**Information Rate** means the rate (in bits per second) of transfer of frames by the Satellite Network measured over the series of bytes from the first bit of the destination MAC address through the last bit of the frame check sequence.

**Input Tax Credit** has the meaning given to that term in the GST Law.

**Insolvency Event** means the occurrence of any one or more of the following events in relation to a party:

- (a) an order is made that it be wound up, declared bankrupt or that a provisional liquidator or receiver or receiver and manager be appointed;

- (b) a liquidator or provisional liquidator is appointed;
- (c) an administrator is appointed to it under sections 436A, 436B or 436C of the Corporations Act;
- (d) a Controller (as defined in section 9 of the Corporations Act) is appointed to it or any of its assets;
- (e) it enters into an arrangement or composition with one or more of its creditors (in their capacities as creditors) and that arrangement or composition is not terminated within 10 Business Days, or an assignment for the benefit of one or more of its creditors (in their capacities as creditors), in each case other than to carry out a reconstruction or amalgamation while solvent;
- (f) it proposes a winding-up, dissolution or reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors (in their capacities as creditors), or it proposes a standstill arrangement or composition with one or more of its creditors (in their capacities as creditors) and that standstill, arrangement or composition is not terminated within 10 Business Days;
- (g) it is insolvent as disclosed in its accounts or otherwise, states that it is insolvent, is presumed to be insolvent under an applicable law (including under sections 459C(2) or 585 of the Corporations Act) or otherwise is, or states that it is, unable to pay all its debts as and when they become due and payable;
- (h) it is taken to have failed to comply with a statutory demand as a result of section 459F(1) of the Corporations Act;
- (i) a notice is issued under sections 601AA or 601AB of the Corporations Act and not withdrawn or dismissed within 21 days;
- (j) a writ of execution is levied against it or a material part of its property which is not dismissed within 21 days;
- (k) it ceases to carry on business or threatens to do so; or
- (l) anything occurs under the law of the Commonwealth or any Australian State or Territory which has a substantially similar effect to any of the events set out in the above paragraphs of this definition.

**Insurance Policies** has the meaning given to that term in clause E5.1 of the [Head Terms](#).

**Integrated Public Number Database** has the meaning given to that term in the Telecommunications Act.

**Intellectual Property Rights** means any patent, copyright, design right, trade name, trade mark, service mark, domain name right, semiconductor or circuit layout right or any other form of protection of a similar nature to any of these, anywhere in the world (whether registered or not and including applications for any such right).

**Interception Act** means the *Telecommunications (Interception and Access) Act 1979* (Cth).

**Interoperability and Operations Accreditation Testing** means the process described in 3.2.2 of the [Operations Manual](#) and the IOAT Program.

**Invitation** means an invitation issued by a Resolution Advisor to Customer or an Other Customer to apply to join as a party to an Industry Relevant Dispute.

**Invitee** means a person who receives an Invitation.

**IOAT** has the meaning given to Interoperability and Operations Accreditation Testing.

**IOAT Program** means the program provided by **nbn** in accordance with section 3.2.2 of the [Operations Manual](#).

**Latest Commercial Offer** means at any point in time, the complete set of terms and conditions which **nbn** designates as the 'latest commercial offer' for the continued supply of the **nbn**<sup>™</sup> Satellite Mobility Product and acceptance of orders in respect of the **nbn**<sup>™</sup> Satellite Mobility Product, Product Components and Product Features after the Expiry Date.

**Latest Standard Offer** means the Standard Offer available on **nbn**'s Website on the Expiry Date.

**Layer 3** means the 'network' layer of the open system interconnection (OSI) model.

**Liability** means any legal liability, whether arising in contract, tort (including negligence), at common law, in equity, under statute, under an indemnity or otherwise.

**Loss** means losses, damages, liabilities, charges, expenses, compensation, fine, penalty, payment outgoings or costs and all related costs and expenses (including reasonable legal fees and reasonable costs of investigation, litigation, settlement, judgment, appeal, interest and penalties) of any nature or kind, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

**M-CVC** has the meaning given to the term Mobility Connectivity Virtual Circuit.

**M-NNI** has the meaning given to the term Mobility Network-Network Interface.

**M-NNI Bearer** has the meaning given to that term in section 1.2 of the [Product Description](#).

**Major Upgrade** means an Upgrade that will:

- (a) require Customer to take particular action in order to continue to use an Ordered Product after the implementation of the Upgrade; or
- (b) require Customer to commit material capital expenditure in response to the implementation of that Upgrade,

but which is not an Emergency Upgrade.

**Major Upgrade Plan** means a plan for the implementation of a Major Upgrade, containing, at a minimum, the following information (as applicable):

- (a) the nature and scope of the Major Upgrade;
- (b) the date or dates, manner, locations and/or whether the **nbn**<sup>™</sup> Satellite Mobility Product in whole or in part that will be affected by the Major Upgrade;
- (c) whether alternative products will be offered to Customer on a temporary or permanent basis, including essential details of those alternative products such as the date of supply, cost and connection requirements;
- (d) the steps that **nbn** is taking to minimise disruption to Customer that may result from the Major Upgrade;
- (e) the actions that Customer can take to minimise disruption to Downstream Service Providers or Contracted End Users that may result from the Major Upgrade; and
- (f) details of the **nbn** representative whom Customer may contact to obtain further



information about the Major Upgrade.

**Material Default** means:

- (a) a Default which:
  - (i) itself, or when combined with other Defaults, is a material breach of this Agreement; or
  - (ii) is expressly specified to be a Material Default in this Agreement; or
- (b) any other Default, the occurrence of which means that **nbn** ceases to be under an obligation under section 152AXB of the Competition and Consumer Act (or any other law) to supply the **nbn**<sup>TM</sup> Satellite Mobility Product to Customer.

**MB-CV** has the meaning given to the term Mobility Beam Virtual Circuit.

**Minor Upgrade** means an Upgrade that is not a Major Upgrade or an Emergency Upgrade.

**Mobile Terminal** or **MT** means a connectivity device and high-gain tracking antennae system of the type specified in the [Product Technical Specification](#).

**Mobility Beam** means a beam that forms part of the Satellite Network from a satellite to a particular geographical area determined by **nbn**

**Mobility Beams Interface** has the meaning given to that term in section 4.1 of the [Product Description](#).

**Mobility Beams Virtual Circuit** has the meaning given to that term in section 3.1 of the [Product Description](#).

**Mobility Connectivity Virtual Circuit** or **M-CVC** has the meaning given to that term in section 2.1 of the [Product Description](#).

**Mobility Network-Network Interface** or **M-NNI** has the meaning given to that term in section 1.1 of the [Product Description](#).

**Modification** means completion of a Modify Order for a Product Component which, for the purposes of this Agreement, is when **nbn** provides a Completion Notification in respect of that Modify Order.

**Modify Order** means an order for Modification of a Product Component in accordance with section 5.5 of the [Operations Manual](#).

**Multilateral SFAA Forum** has the meaning given to that term in an SAU.

**MSP Agreement** means the agreement entitled "Master Establishment and Services Supply Agreement" entered into between **nbn** and ViaSat, Inc. on or about 28 September 2017, as amended from time to time.

**nbn** has the meaning given to that term in the "Parties" provision of the [Agreement Execution Document](#).

**nbn**<sup>TM</sup> **Billing Contact** means the person designated as such in the Contact Matrix.

**nbn**<sup>TM</sup> **Billing Escalation Contact** means the person designated as such in the Contact Matrix.

**NBN Companies Act** means the *National Broadband Network Companies Act 2011* (Cth).

**nbn**<sup>TM</sup> **Equipment** means any equipment that is owned, operated or controlled by **nbn** (or any

Related Body Corporate of **nbn**):

- (a) that is provided by **nbn** (or any Related Body Corporate of **nbn**) to Customer for use as part of, or in connection with, the **nbn**<sup>TM</sup> Satellite Mobility Product; or
- (b) which **nbn** (or any Related Body Corporate of **nbn**) permits Customer to access (or on-grant such access to any Downstream Service Providers or any End Users) as part of, or in connection with, the **nbn**<sup>TM</sup> Satellite Mobility Product.

**nbn**<sup>TM</sup> **Infrastructure** means the **nbn**<sup>TM</sup> Network, the **nbn**<sup>TM</sup> Platform, any Other **nbn**<sup>TM</sup> Networks and any other network, systems, equipment and facilities used by **nbn** in connection with the supply of the **nbn**<sup>TM</sup> Satellite Mobility Product.

**nbn**<sup>TM</sup> **IPRs** means any Intellectual Property Rights owned by **nbn** or a Related Body Corporate of **nbn**, whether coming into existence before or after the Execution Date, including any Intellectual Property Rights in:

- (a) the **nbn**<sup>TM</sup> Satellite Mobility Product;
- (b) the development of new products or services which **nbn** may supply; or
- (c) the **nbn**<sup>TM</sup> Network, including the **nbn**<sup>TM</sup> Equipment and the **nbn**<sup>TM</sup> Platform,

but excluding any Third Party IPR.

**nbn**<sup>TM</sup> **Material** means all material (including technical and marketing material) provided or otherwise made available by or on behalf of **nbn** to Customer under this Agreement in connection with the **nbn**<sup>TM</sup> Satellite Mobility Product.

**nbn**<sup>TM</sup> **Network** has the meaning given in the Wholesale Broadband Agreement.

**nbn**<sup>TM</sup> **Network Boundary** means, in respect of the **nbn**<sup>TM</sup> Satellite Mobility Product:

- (a) Customer's Side of the M-NNI at the POI; and
- (b) the MBI.

**nbn**<sup>TM</sup> **Platform** means **nbn**'s operational support systems and billing support systems for the purpose of ordering and tracking the **nbn**<sup>TM</sup> Satellite Mobility Product, billing, payment and fault reporting and detection and restoration, where **nbn** provides access to those systems and any functionality of those systems in accordance with this Agreement, but excludes access to **nbn**'s core systems or any functionality of those core systems.

**nbn**<sup>TM</sup> **Satellite Mobility Product** means the product described in the [Product Description](#).

**nbn**'s **Website** means **nbn**'s website, with the URL [www.nbnco.com.au](http://www.nbnco.com.au) or such other URL as **nbn** may notify to Customer from time to time.

**Network Fault** means a Service Fault that **nbn** classifies as a Network Fault in accordance with the [Operations Manual](#).

**Network Fault Completion** means that a Network Fault has been rectified and that the relevant Service Incident has been closed.

**Network Fault Notification** means notification of Customer by **nbn** of a Network Fault in accordance with section 6.4 of the [Operations Manual](#).

**Network Fault Response** means a response by **nbn** to a Network Fault in accordance with the [Operations Manual](#).

**Network Fault Update** means, in respect of a Network Fault where **nbn** has provided information relating to that Network Fault, an update provided by **nbn** to Customer of the accuracy of that information in accordance with the [Operations Manual](#).

**Network Test** means a complex or long-running enquiry of the type detailed in the Test & Diagnostics Guide relating to the performance of the **nbn**<sup>™</sup> Network associated with the **nbn**<sup>™</sup> Satellite Mobility Product.

**Non-Discrimination Obligations** means the obligations applying to an NBN corporation (as that term is defined in section 5 of the NBN Companies Act) under section 152AXC and section 152AXD of the Competition and Consumer Act.

**OH&S** means occupational, health and safety.

**OH&S Laws** means all laws and legislative requirements relating to OH&S.

**On-boarding** means the processes and activities described in module 3 of the [Operations Manual](#) including all required test activities in respect of Customer acquiring the **nbn**<sup>™</sup> Satellite Mobility Product.

**Operational Issues** means issues that may arise between the parties in relation to this Agreement that are principally operational or technical in nature.

**Operational Point of Contact** has the meaning given to that term in clause F1.1(a)(ii) of the [Head Terms](#).

**Operational Target** means an operational target set out in any Service Levels Schedule.

**Operational Team** means the team described in section 1.1.3 of the [Operations Manual](#).

**Operational Terms** means:

- (a) the [Product Description](#);
- (b) the [Product Technical Specification](#); and
- (c) the [Operations Manual](#).

**Operational Workshop** means the workshop described in section 3.2.1.1 of the [Operations Manual](#).

**Operations Interaction Forum** means the forum of that name established by **nbn** under clause F3 of the [Head Terms](#).

**Operations Manual** means the document entitled "Operations Manual" that forms part of the [Satellite Mobility \(LCPA\) Agreement](#).

**Operator Services** has the meaning given to that term in the Telecommunications Act.

**Ordering Freeze** means **nbn**:

- (a) ceasing to process any orders for a Product already made by Customer which have not yet been completed; and
- (b) refusing to accept any further orders for a Product that may be made by Customer.

**Ordered Product** means the **nbn**<sup>™</sup> Satellite Mobility Product or a Product Component that has been validly ordered by Customer for which **nbn** has accepted that order.

**Other Customer** means a person (other than Customer) who has entered into:

- (a) an Other Satellite Mobility (LCPA) Agreement;
- (b) a Wholesale Broadband Agreement; or
- (c) except for the purposes of Module G of the [Head Terms](#), other agreement for the supply of products or services fully or partly supplied by means of, or use of, an Other **nbn**<sup>TM</sup> Network,

with **nbn** (whether or not **nbn** has supplied any products or services to that person).

**Other Customer Dispute** means a dispute between **nbn** and an Other Customer under or in relation to an Other Satellite Mobility (LCPA) Agreement or Wholesale Broadband Agreement between **nbn** and that Other Customer that has been classified as an industry relevant dispute under that Other Satellite Mobility (LCPA) Agreement or Wholesale Broadband Agreement.

**Other **nbn**<sup>TM</sup> Network** means any network that is owned or controlled by, or operated by or on behalf of, **nbn** (or any Related Body Corporate of **nbn**), other than a network comprising the **nbn**<sup>TM</sup> Network.

**Other **nbn**<sup>TM</sup> Network Works** means any upgrade, enhancement, modernisation, reconfiguration, enablement or augmentation of any Other **nbn**<sup>TM</sup> Network, including the removal, rearrangement, replacement or decommissioning of the network elements and associated electronics comprising an Other **nbn**<sup>TM</sup> Network.

**Other Satellite Mobility (LCPA) Agreement** means an agreement dealing with the subject matter of this Agreement entered into between **nbn** and a person other than Customer.

**Outage** means a failure of the **nbn**<sup>TM</sup> Satellite Mobility Product to perform substantially in accordance with the relevant [Product Description](#) or [Product Technical Specification](#) conducted by **nbn** in accordance with clause C13 of the [Head Terms](#) and the [Operations Manual](#), in order to perform:

- (a) any Upgrade;
- (b) any Other **nbn**<sup>TM</sup> Network Works;
- (c) any maintenance, repair, rationalisation or remediation of:
  - (i) any **nbn**<sup>TM</sup> Infrastructure;
  - (ii) any other matter or thing for which **nbn** is responsible and which affects, or can affect, the supply of products by **nbn** to Customer or any Other Customer; or
  - (iii) any facilities, at, on or under which the Satellite Network is attached, located or installed;
- (d) the relocation, closure or replacement of any POI, of which **nbn** has given prior notice to Customer in accordance with clause C13 of the [Head Terms](#); or
- (e) any other matter or thing specified in the [Operations Manual](#).

**Overdue Amount** means the amount described in clause B4.1(d) of the [Head Terms](#).

**Panel** means a panel of three arbitrators, or such other number as may be agreed by the parties, constituted to resolve a Dispute.

**Panel Arbitration** means an arbitration conducted by a Panel in accordance with the Dispute

Management Rules.

**Panel Member** means an arbitrator selected by the Resolution Advisor as a member of the Panel in accordance with clause G4.2 of the [Head Terms](#).

**PDF Terms** means the document entitled "Product Development Forum Terms" as entered into by the parties.

**Performance Objective** means a performance objective set out in any [Service Levels Schedule](#).

**Performance Report** means reports on **nbn**'s performance provided under any [Service Levels Schedule](#).

**Permitted Use** has the meaning given to that term in clause D5.3(a) of the [Head Terms](#).

**Personal Information** has the meaning given to that term in the *Privacy Act 1998* (Cth).

**Personnel** means, in relation to a party or third party, that party's officers, employees, agents, contractors, subcontractors and consultants.

**Planned Outage** means an Outage notified by **nbn** to Customer under section 6.9.1 of the [Operations Manual](#).

**Planned Outage Notice** means a notice provided by **nbn** to Customer of Planned Outage.

**Planned Outage Window** means 11:00pm to 6:00am in the place where an Outage occurs or is to occur.

**POI** has the meaning given to the term Point of Interconnection.

**POI List** means the list of locations made by the ACCC for the purposes of section 151DB of the Competition and Consumer Act, as may be varied from time to time.

**Point of Interconnection** means a point of interconnection between the **nbn**<sup>TM</sup> Network and the Customer Network to exchange traffic, and includes Established POIs and Temporary POIs.

**POI Relocation/Closure Plan** means a plan for the implementation of the relocation or closure of a POI which includes, at a minimum, the following information (as applicable):

- (a) the original location of the POI;
- (b) the location of the new POI;
- (c) the estimated date on which the relocation or closure of the POI will be implemented;
- (d) the steps that **nbn** is taking to minimise disruption to Customer;
- (e) the actions that Customer can take to minimise disruption to Downstream Service Providers and Contracted End Users;
- (f) details of the **nbn** representative whom Customer may contact to obtain further information about the relocation or closure;
- (g) the locations and/or whether the **nbn**<sup>TM</sup> Satellite Mobility Product will be adversely affected by the relocation or closure, including (if applicable) the manner in which those locations and/or the **nbn**<sup>TM</sup> Satellite Mobility Product will be affected; and
- (h) whether alternative products will be offered to Customer on a temporary or permanent basis, including essential details of those alternative products such as the date of

supply, cost and connection requirements.

**Pool** means the pool of arbitrators established by the Resolution Advisor in accordance with an SAU.

**Pool Member** means an arbitrator appointed to the Pool in accordance with an SAU.

**Power Outage** means an interruption or failure in the continuous supply of electrical power.

**Price List** means the document entitled "Price List" that forms part of the [Satellite Mobility \(LCPA\) Agreement](#).

**Privacy Laws** means all laws pertaining to privacy, protection of personal information and protection of information contained in communications, applicable in Australia, including:

- (a) the *Privacy Act 1998* (Cth); and
- (b) Part 13 of the Telecommunications Act.

**Product** means:

- (a) the **nbn**<sup>™</sup> Satellite Mobility Product; and/or
- (b) a Product Component.

**Product Component** means a component of the **nbn**<sup>™</sup> Satellite Mobility Product described in the [Product Description](#) which may have one or more Product Features.

**Product Description** means the document entitled "Product Description" that forms part of the [Satellite Mobility \(LCPA\) Agreement](#).

**Product Development Confidential Information** has the meaning given to the term "Confidential Information" in the PDF Terms.

**Product Development Forum** has the meaning given to that term in an SAU.

**Product Feature** means a feature of a Product Component described in the [Product Description](#).

**Product Module** means the:

- (a) [Product Description](#);
- (b) [Product Technical Specification](#);
- (c) [Service Levels Schedule](#); and
- (d) [Price List](#).

**Product Order Form** means an electronic order form (including all of the information included within that form) that is completed and submitted by Customer to **nbn** to order the **nbn**<sup>™</sup> Satellite Mobility Product or a Product Component under this Agreement.

**Project Team** has the meaning given to that term in clause F13.7(a) of the [Head Terms](#).

**Product Technical Specification** means the document entitled "Product Technical Specification" that forms part of the [Satellite Mobility \(LCPA\) Agreement](#).

**Proposed Use Materials** has the meaning given to that term in clause D5.4(a)(i) of the [Head](#)

[Terms.](#)

**Ready for Use Date** means, in respect of a Product, Completion Notification in respect of an Activation or Modification (as applicable).

**Recipient** means a party which receives Confidential Information of the other party.

**Referral** has the meaning given to that term in clause G2.1(c)(iii) of the [Head Terms](#).

**Referral Notice** has the meaning given to that term in clause G4.1(a) of the [Head Terms](#).

**Regulator** means, as the context requires:

- (a) the Commonwealth government minister responsible for administering Part XIB and/or Part XIC of the Competition and Consumer Act;
- (b) the Commonwealth government minister responsible for administering the Telecommunications Act;
- (c) the ACCC;
- (d) the ACMA;
- (e) the Telecommunications Industry Ombudsman; and
- (f) any other Commonwealth government minister, Government Agency or parliamentary committee or parliamentary body whose activities impact on **nbn**'s business.

**Regulatory Event** means:

- (a) any enactment, amendment, replacement or repeal of any law;
- (b) the lawful making, amendment or withdrawal of any determination, order, directive, consent or finding by a Regulator, Commonwealth government minister, Government Agency or a court of competent jurisdiction;
- (c) the making of any code by CommsAlliance (or any replacement or successor to CommsAlliance) to which **nbn** is a code signatory, the registration of any Industry Code, the determination of any Industry Standard or the making of any Technical Standard (or any amendment or withdrawal of such codes or standards);
- (d) any declaration, amendment or removal of a condition applying to a party's carrier licence (if applicable), including **nbn** being required to comply with section 152CJB of the Competition and Consumer Act in relation to a specific eligible service and **nbn** being prohibited from supplying a specified carriage service to Carriers, Carriage Service Providers or Content Service Providers under section 41(3) of the NBN Companies Act;
- (e) any determination, amendment or removal of a Service Provider Rule applicable to a party;
- (f) the issue by the ACCC of a draft decision to reject a special access undertaking lodged by **nbn** under section 152CBA of the Competition and Consumer Act justified, wholly or partly, on the basis that a charge referred to in any Price List is too low, or should be higher, during the Term;
- (g) the issue by the ACCC of a final decision to reject a special access undertaking lodged by **nbn** under section 152CBC(2)(b) of the Competition and Consumer Act justified, wholly or partly, on the basis that a charge referred to in any Price List is too low, or

should be higher, during the Term;

- (h) a written notice given by the ACCC to **nbn** under section 152CBDA(2) of the Competition and Consumer Act stating that if **nbn** increases a charge referred to in any Price List during the Term, the ACCC will consider the varied special access undertaking lodged by **nbn** under section 152CBC of the Competition and Consumer Act;
- (i) the acceptance by the ACCC of an SAU by **nbn**;
- (j) the variation or withdrawal of an SAU by **nbn**;
- (k) the resetting of any parameters or conditions of a special access undertaking by **nbn** that is in force under Part XIC of the Competition and Consumer Act;
- (l) the declaration of any **nbn** product or service by the ACCC under Part XIC of the Competition and Consumer Act or a material change to any **nbn** product or service that is declared by the ACCC under Part XIC of the Competition and Consumer Act;
- (m) the issuing of an access determination or binding rules of conduct pursuant to Part XIC of the Competition and Consumer Act in respect of any **nbn** product or service;
- (n) the issuing of an Advisory Notice or Competition Notice by the ACCC in respect of **nbn**;  
or
- (o) the issuing of an injunction against a party in relation to a breach or contravention (alleged or otherwise) of the Competition and Consumer Act.

**Related Body Corporate** has the meaning given to that term in section 50 of the Corporations Act.

**Relationship Issues** mean issues that may arise between the parties in relation to this Agreement that are not principally operational or technical in nature.

**Relationship Point of Contact** has the meaning given to that term in clause F1.1(a)(i) of the [Head Terms](#).

**Resolution Advisor** means the person or persons appointed as such in accordance with an SAU.

**Satellite-based Facilities** means the radiocommunications transmitters and radiocommunications receivers in the Satellite Network.

**Satellite Limitation** means any fact, matter or circumstance which adversely affects satellite transmissions, including all solar activity, Sun Transit Events, rain fade events, extreme or other adverse weather conditions and satellite radio-frequency interference caused by satellite operators other than **nbn**.

**Satellite Mobility (LCPA) Agreement** means the agreement comprising the documents referred to in the "Agreement" provision of the [Agreement Execution Document](#).

**Satellite Mobility Contact Matrix** means the matrix of Contact Details created in accordance with section 1.1.5.1 of the [Operations Manual](#).

**Satellite Network** means the satellite network that is owned or controlled by, or operated by or on behalf of, **nbn** (or any Related Body Corporate of **nbn**).

**SAU** means a special access undertaking submitted by **nbn** to the ACCC regarding the supply of the **nbn**<sup>TM</sup> Satellite Mobility Product that has been accepted by the ACCC and is in effect.

**Service Fault** means the failure of the **nbn**<sup>TM</sup> Satellite Mobility Product to perform substantially in accordance with the [Product Description](#) or [Product Technical Specification](#) where failure is  
SFAA – Dictionary - Satellite Mobility (LCPA) Agreement



contributed by:

- (a) a fault or failure of an **nbn**<sup>TM</sup> Infrastructure; or
- (b) any other matter or thing for which **nbn** is responsible,

except where the failure is an Outage.

**Service Fault Completion** means that a Service Fault has been rectified and that the relevant Service Incident has been closed.

**Service Fault Notification** means notification of Customer by **nbn** of a Service Fault in accordance with section 6.4 of the [Operations Manual](#).

**Service Fault Response** means a response by **nbn** to Customer when it classifies a fault as a Service Fault in accordance with section 6.4 of the [Operations Manual](#).

**Service Incident** means a record of a fault that is raised by Customer with **nbn** or raised by **nbn** and notified to Customer (as the context requires).

**Service Level** means a service level set out in the [Service Levels Schedule](#).

**Service Levels Schedule** means the document entitled "Service Levels Schedule" that forms part of the [Satellite Mobility \(LCPA\) Agreement](#).

**Service Provider Rule** has the meaning given to that term in section 98 of the Telecommunications Act.

**Service Reduction** means a limitation or restriction on the supply of the **nbn**<sup>TM</sup> Satellite Mobility Product to Customer, including a downgrading of any of the Product Features.

**Service Request** means a request by Customer to **nbn** to investigate a fault that Customer has, using the Test & Diagnostic Checklist, determined likely to be a Service Fault.

**Shareholder Ministers** means collectively the Communications Minister (which has the meaning given to that term in the NBN Companies Act) and the Finance Minister (which has the meaning given to that term in section 7 of the Telecommunications Act).

**Site Boundary** means, in respect of an Established POI, the boundary (as determined by **nbn**, including as agreed between **nbn** and an Underlying Facility Provider) which defines those areas of a building within which the relevant POI Site.

**Solution Workshop** means the workshop described in section 3.2.1.2 of the [Operations Manual](#).

**Specified Activity** means any of the activities referred to in sections 10 to 16 (inclusive) of the NBN Companies Act.

**Specified Utility** has the meaning given to the term "Utility" in section 151DA(9) of the Competition and Consumer Act.

**Standard Form of Access Agreement** means a standard form of access agreement for the purposes of Part XIC of the Competition and Consumer Act.

**Start Date** means 6 November 2017, unless otherwise agreed in writing between the parties.

**Sun Transit Event** means any periodic event during which the sun is aligned with any satellite that forms part of the Satellite Network and any earth station which adversely affects satellite transmissions.

**Supply** has the meaning given to that term in the GST Law.

**Supply Conditions** means the conditions of supply specified in clause A2.2(a) of the [Head Terms](#).

**Supported Commercial Passenger Aircraft** means a large aircraft which is operated solely for commercial passenger transport.

**Suspend** means:

- (a) to restrict or cease the supply of the **nbn**<sup>TM</sup> Satellite Mobility Product (or any part of the **nbn**<sup>TM</sup> Satellite Mobility Product) to Customer; and
- (b) to withdraw Customer's right to use or on-supply the **nbn**<sup>TM</sup> Satellite Mobility Product (or any part of the **nbn**<sup>TM</sup> Satellite Mobility Product),

but does not include an Ordering Freeze, Service Reduction or the disconnection or termination of the supply of the **nbn**<sup>TM</sup> Satellite Mobility Product.

**Suspension** has the meaning given to the term Suspend.

**Tangible Property** means physical property, including real property, but does not include non-physical property such as incorporeal property or Intellectual Property Rights.

**Tax** means any tax, levy, charge, impost, duty, fee, rate, deduction, compulsory loan or withholding, which is assessed, levied, imposed or collected by any Government Agency, including the ACT Utilities Tax, but excluding any tax (however described) that relates to income, profit or capital gains.

**Tax Change Event** means any of the following events:

- (a) any:
  - (i) ACT Utilities Tax; or
  - (ii) Tax other than GST that becomes law and is effective after the Execution Date (including any increase in such a Tax after it becomes effective),  
  
is assessed, levied or imposed on **nbn**, the **nbn**<sup>TM</sup> Network or any facilities or land used, occupied or accessed in connection with the **nbn**<sup>TM</sup> Network, or the supply of the **nbn**<sup>TM</sup> Satellite Mobility Product, Product Components, Product Features, or anything used, occupied or accessed in connection with the supply of the **nbn**<sup>TM</sup> Satellite Mobility Product, Product Components or Product Features;
- (b) any Tax (or any amount payable in respect of any Tax) other than GST already assessed, levied or imposed on **nbn**, the **nbn**<sup>TM</sup> Network or any facilities or any land used, occupied, accessed in connection with the **nbn**<sup>TM</sup> Network, or the supply of the **nbn**<sup>TM</sup> Satellite Mobility Product, Product Components, Product Features, or anything used, occupied or accessed in connection with the supply of the **nbn**<sup>TM</sup> Satellite Mobility Product, Product Components or Product Features is increased;
- (c) any amount is charged by any person, to **nbn** and specifically identified by that person as a charge for a Tax of the same or similar nature to a Tax described in paragraphs (a) or (b), or an increased Tax under paragraph (b), and is an amount that third party is required to pay; or
- (d) any amount is charged by any person to **nbn** arising from a Tax imposed on facilities, land or infrastructure used, occupied or accessed in connection with the **nbn**<sup>TM</sup> Network.

**Tax Invoice** has the meaning given to that term in the GST Law.

**TCPSS Act** means the *Telecommunications (Consumer Protection and Service Services) Act 1999* (Cth).

**Technical Standard** means any technical standard made by the ACMA under Part 21 of the Telecommunications Act.

**Telecommunications Act** means the *Telecommunications Act 1997* (Cth).

**Temporary POI** means a POI that is established temporarily until an Established POI serving the relevant CSA is established and includes POIs temporarily established to serve first release trial sites and new developments.

**Temporary POI Decommissioning Notice** means the notice to be given by **nbn** to Customer of the decommissioning of a Temporary POI which must include:

- (a) the location of the Temporary POI being decommissioned;
- (b) the location of the Established POI or Established POIs that will replace that Temporary POI;
- (c) the date on which the replacement of the Temporary POI will be implemented;
- (d) the transition period during which Customer may migrate to the Established POI or Established POIs;
- (e) any other steps that **nbn** is taking to minimise disruption to Customer; and
- (f) details of the **nbn** representative whom Customer may contact to obtain further information about the replacement.

**Term** means the current term of this Agreement being the period specified in clause F2.1 of the [Head Terms](#) and any extension of that period in accordance with clause F2.1 or F2.2 of the [Head Terms](#).

**Test & Diagnostic Checklist** means the checklist entitled "Test & Diagnostic Checklist" made available to Customer by **nbn** from time to time.

**Test & Diagnostic Guide** means the guide entitled "Test & Diagnostic Guide" made available to Customer by **nbn** from time to time.

**Third Party IPR** means Intellectual Property Rights of a third party.

**Third Party Supplier** means any person supplying network services or network infrastructure to **nbn** under a contract between **nbn** and that person.

**Transition** means that with effect on and from expiry or termination of this Agreement, any products or services supplied under this Agreement will be supplied pursuant to, and be subject to the provisions of, a replacement agreement between **nbn** and Customer.

**Type 1 Facility** has the meaning given to that term in the document entitled "Service Description - Facilities Access Service" which forms part of the Wholesale Broadband Agreement.

**Type 2 Facility** has the meaning given to that term in the document entitled "Service Description - Facilities Access Service" which forms part of the Wholesale Broadband Agreement.

**Upgrade** means, subject to clause C13.6 of the [Head Terms](#), any upgrade, enhancement, modernisation, reconfiguration, enablement or augmentation of the **nbn**<sup>TM</sup> Network, including SFAA – Dictionary - Satellite Mobility (LCPA) Agreement

the removal, rearrangement, replacement or decommissioning of the network elements and associated electronics comprising the **nbn**<sup>TM</sup> Network.

**USO** means universal service obligation which has the meaning given to that term in section 9 of the TCPSS Act.

**WBA Credit Policy** means the document with that name that forms part of the Wholesale Broadband Agreement.

**WBA Operations Manual** means the document with that name that forms part of the Wholesale Broadband Agreement.

**WBA Sandpit** has the meaning given to that term in the Wholesale Broadband Agreement.

**Weighted Fair Queuing or WFQ** means a data packet scheduling algorithm used by the Satellite Network to share bandwidth according to a traffic priority and weight value determined by **nbn**.

**Wholesale Broadband Agreement** means the agreement entitled "Wholesale Broadband Agreement" comprising the documents, published on **nbn**'s website from time to time.

**Wireless Network** means the wireless network that is owned or controlled by, or operated by or on behalf of, **nbn** (or any Related Body Corporate of **nbn**).

**Year** means the 12 calendar month period commencing on the Execution Date, and each subsequent 12 month period (or part thereof where this Agreement terminates or expires) which commences on an anniversary of the Execution Date.