

22 October 2024

## Satellite Mobility (LCPA) - Transition to Fleet Plans Variation Agreement

nbn proposes to amend and restate the nbn<sup>®</sup> Satellite Mobility (LCPA) Agreement via this Variation Agreement to transition the nbn<sup>®</sup> Satellite Mobility Product to incorporate a “fleet plan” arrangement for the supply of capacity. The amended and restated agreement will include changes to your nbn<sup>®</sup> Satellite Mobility (LCPA) Agreement to:

- introduce new M-NNI bearer profiles with interface rates of 10 Gbps;
- amend the M-CVC bandwidth profiles from intervals of 1 Mbps (with a maximum bandwidth of 950 Mbps per M-NNI) to either 25 Mbps or 100 Mbps (with a maximum bandwidth of 1500 Mbps per M-NNI) and re-labelling the Product Component to MF-VC;
- acknowledge the possibility of nbn utilising both Satellite 1A and Satellite 1B where aggregate bandwidth across all RSPs is 1000 Mbps or more;
- remove recurring charges for MB-VC and amend recurring charges for MF-VC (previously M-CVC), which include terms for early termination payment; and
- amend the start and expiry dates to allow for a three-year commitment period.

**Note:** This Variation Agreement is only for (and only needed for) retail service providers who have an existing nbn<sup>®</sup> Satellite Mobility (LCPA) Agreement with nbn.

### Letter Agreement

I refer to the nbn<sup>®</sup> Satellite Mobility (LCPA) Agreement between nbn co limited ABN 86 136 533 741 (nbn) and [insert RSP name] ABN [insert ABN] (RSP) as at the date this Variation Agreement is executed by both parties (**Current LCPA Agreement**).

- (a) nbn and RSP agree that on and from the date that the parties execute this Variation Agreement (the **Fleet Plan Transition Date**):
- (i) the Current LCPA Agreement will be amended and restated as per the version set out in Annexure 2 (**Amended LCPA Agreement**), such that the Amended LCPA Agreement will replace, in its entirety, the Current LCPA Agreement;



- (ii) RSP is taken to have placed, and **nbn** will process, Disconnect Orders for:
  - A. all ordered products supplied under the Current LCPA Agreement as of the day immediately prior to the Fleet Plan Transition Date; and
  - B. any M-NNI Product Component supplied to RSP, to the extent that such M-NNI Product Component is not associated with any “M-CVC” or MF-VC under the Current LCPA Agreement or Amended LCPA Agreement (respectively);
- (iii) RSP is taken to have placed, and **nbn** will process, Product Order Forms for Ordered Products under the Amended LCPA Agreement as described in Annexure 1;
- (iv) Annexure 1 is taken to have satisfied the requirements set out in section 2.1.2 of the Amended LCPA Agreement’s Operations Manual and constitutes an Approved Capacity Forecast; and
- (v) subject to RSP complying with paragraph (b), RSP is taken to have satisfied any On-boarding requirements set out in the Amended LCPA Agreement.
- (b) RSP must comply with the requirements of any transition plan developed in conjunction with **nbn** prior to the Fleet Plan Transition Date.
- (c) Unless otherwise specified, capitalised terms used in this Variation Agreement have the meanings given to those terms in the Amended LCPA Agreement.
- (d) Nothing in this Variation Agreement affect the accrued rights and liabilities of either party under the Current LCPA Agreement.
- (e) Clauses H4.5 (Electronic execution and counterparts), H4.10 (Governing law and jurisdiction), H4.13 (Severability) and H4.15 (Waiver) of the Head Terms of the Wholesale Broadband Agreement (i.e. the version of the WBA published on **nbn**’s website) are incorporated into this Variation Agreement as though set out in full with references to “Agreement” being read as references to this Variation Agreement.

### Action required

If you wish to accept this Variation Agreement, please contact [customer\\_contracting@nbnco.com.au](mailto:customer_contracting@nbnco.com.au) to request for an executable version of this





Variation Agreement to be signed and returned to  
[customer\\_contracting@nbnco.com.au](mailto:customer_contracting@nbnco.com.au).

**Further information**

If you have any queries, please contact [customer\\_contracting@nbnco.com.au](mailto:customer_contracting@nbnco.com.au).



# Annexure 1

Order Type	Profile	Qty	Mobility Service Instance ID





# Annexure 2 – Amended nbn<sup>®</sup> Satellite Mobility (LCPA) Agreement

Refer to separate attachment(s).

