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
5.2	Introduction of Transitional Discount, New OVC Discount, Enterprise Ethernet Term Discount 3.0 and Active Product Changeover Discount Amendment of Active Product Changeover Discount	1 June 2024

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Environment

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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-terr	n Discounts, Credits, Reba	tes 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. (Note: nbn will not provide a further Enterprise Ethernet Term Discount, as the Duration for this Discount has expired)	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 – 30 November 2026	N/A	Section B1.3
4.	Enterprise Ethernet Term Discount 2.0*	A Discount applied to specified Charges associated with ${\bf nbn}^{\otimes}$ Enterprise Ethernet Ordered Products for which a specified Minimum Term applies.	Start Date - 31 May 2024	N/A	Section B1.4
5.	Transitional Discount	A discount applied to Ordered Product subject to certain Discounts and subject to an unexpired Minimum Term	1 June 2024 – 30 November 2026	N/A	Section B1.5
6.	New OVC Discount	A Discount applied to recurring Charges for the OVC Product Feature	1 June 2024 – 30 November 2026	N/A	Section B1.6

#	Name	Description	Duration	Campaign Period	Details and conditions
7.	Enterprise Ethernet Term Discount 3.0	A Discount applied to specified Charges associated with nbn [®] Enterprise Ethernet Ordered Products for which a specified Minimum Term applies.	1 June2024 – 30 November 2026	N/A	Section B1.7
8.	Active Product Changeover Discount	A discount applied to recurring Charges for certain OVC Product Features supplied to Premises at which nbn [®] Enterprise Ethernet had been supplied or ordered prior to 1 June 2024	1 June 2024 – 30 June 2027	N/A	Section B1.8

Short-term Discounts, Credits, Rebates and Waivers (Part C)

N/A

^{*}Note: These Discounts, Credits, Rebates and Waivers have expired. They have been retained in this **nbn**® Enterprise Ethernet Discounts, Credits, and Rebates and Annexure as the terms are relevant to the operation of the Transitional Discount.

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
	Standard Installation Charge	75%
24 Months	Recurring Charge for the OVC Product Component	10%
24 Monuis	Recurring Charge for the UNI Product Component	10%
	Recurring Charge for the Route Aggregation Product Feature	10%
	Standard Installation Charge	100%
36 Months	Recurring Charge for the OVC Product Component	15%
30 Months	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 <u>Price List for nbn</u>[®] 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 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 <u>Head Terms</u>. Minimum notice periods for other changes, set out in other clauses of the <u>Head Terms</u>, 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.

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	Effective recurring Charge*		
(Symmetrical Mbps)	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	Effective recurring Charge*		
(Symmetrical Mbps)	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**):

Bandwidth profile	Effective recurring Charge*		
(Symmetrical Mbps)	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	Effective recurring Charge*		
(Symmetrical Mbps)	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 <u>nbn® Enterprise Ethernet Price List</u>. 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; or

(c) Enterprise Ethernet Term Discount 2.0 under section B1.4.1

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 <u>Head Terms</u>, **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 <u>Head Terms</u>. Minimum notice periods for other changes, set out in other clauses of the <u>Head Terms</u>, 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.

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.

The details and conditions in section B1.4 apply in respect of the Enterprise Ethernet Term Discount 2.0 described in Part A.

B1.4 Enterprise Ethernet Term Discount 2.0

B1.4.1 Enterprise Ethernet Term Discount 2.0 details

- (a) Subject to the terms of this section B1.4, 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 B1.4 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 B1.4.2(a)(i).

(b) Subject to section B1.4.1(c), the discounted Charge applied under sectionB1.4.1(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
	Standard Installation Charge	75%
24 Months	Recurring Charge for the OVC Product Component	10%
24 Months	Recurring Charge for the UNI Product Component	10%
	Recurring Charge for the Route Aggregation Product Feature	10%
	Standard Installation Charge	100%
26 Maretha	Recurring Charge for the OVC Product Component	15%
36 Months	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

B1.4.1(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.

B1.4.2 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 B1.4.1will continue to apply to 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 B1.4.1(b).

Amendments, suspensions and withdrawals

(b) Subject to section B1.4.2(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 B1.4.2(b) provides for a longer minimum notice period for specified changes than the minimum notice period that otherwise applies under the <u>Head Terms</u>. Minimum notice periods for other changes, set out in other clauses of the <u>Head Terms</u>, 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.

B1.4.3 Process to Claim

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

The details and conditions in section B1.5 apply in respect of the Transitional Discount described in Part A.

B1.5 Transitional Discount

B1.5.1 Transitional Discount details

- (a) If an **nbn**® Enterprise Ethernet Ordered Product was subject to one or more of the Discounts under sections B1.1 (Enterprise Ethernet Term Discount), B1.2 (Enterprise Ethernet Term Discount 2.0) or B1.4 (Enterprise Ethernet OVC Discount) (**Expired Discounts**) immediately prior to 1 June 2024 and is subject to a Minimum Term that has not yet expired, nbn will provide RSP with discounts on terms that are equivalent to the terms of the relevant Expired Discount until the earlier of:
 - (i) the expiry of the Minimum term; and
 - (ii) the date on which this Transitional Discount expires or is withdrawn.

B1.5.2 Process to Claim

nbn will automatically apply any applicable Transitional Discount.

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

The details and conditions in section B1.6 apply in respect of the New OVC Discount described in Part A.

B1.6 New OVC Discount

B1.6.1 New OVC Discount details

(a) Subject to section B1.6.2, **nbn** will apply a discount to each **nbn**® Enterprise Ethernet OVC Product to achieve an effective recurring Charge per Billing Period as set out in the table below (**New OVC Discount**):

Bandwidth profile	Effective recurring Charge		
(Symmetrical Mbps)	CoS-L	CoS-M	CoS-H
10	\$170.00	\$207.00	\$245.00
20	\$170.00	\$207.00	\$245.00
30	\$170.00	\$207.00	\$245.00
40	\$170.00	\$207.00	\$245.00
50	\$170.00	\$207.00	\$245.00
60	\$170.00	\$207.00	\$245.00
70	\$170.00	\$207.00	\$245.00
80	\$170.00	\$207.00	\$245.00
90	\$170.00	\$207.00	\$245.00
100	\$170.00	\$207.00	\$245.00
150	\$170.00	\$207.00	\$245.00
200	\$170.00	\$207.00	\$245.00
250	\$170.00	\$207.00	\$245.00
300	\$225.00	\$270.00	\$315.00

Bandwidth profile	Effective recurring Charge		
(Symmetrical Mbps)	CoS-L	CoS-M	CoS-H
350	\$225.00	\$270.00	\$315.00
400	\$225.00	\$270.00	\$315.00
450	\$225.00	\$270.00	\$315.00
500	\$225.00	\$270.00	\$315.00
600	\$400.00	\$468.80	\$537.50
700	\$400.00	\$468.80	\$537.50
800	\$400.00	\$468.80	\$537.50
900	\$400.00	\$468.80	\$537.50
1000	\$400.00	\$468.80	\$537.50
2000	\$530.00	\$673.70	\$774.80
3000	\$624.40	\$792.70	\$922.70
4000	\$710.20	\$900.60	\$1,046.00
5000	\$789.30	\$1,000.10	\$1,211.70
6000	\$864.90	\$1,095.30	\$1,326.50
7000	\$938.00	\$1,187.10	\$1,437.00
8000	\$1,007.70	\$1,275.50	\$1,543.20
9000	\$1,075.70	\$1,361.30	\$1,646.90
10000	\$1,142.90	\$1,445.50	\$1,748.10

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

(a) If an **nbn**® Enterprise Ethernet Ordered Product is subject to a Transitional Discount under section B1.5, it will not be eligible for this New OVC Discount for the period that it is subject to a Transitional Discount.

B1.6.3 Process to Claim

nbn will automatically apply the New OVC Discount, as applicable.

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

B1.7 Enterprise Ethernet Term Discount 3.0

B1.7.1 Enterprise Ethernet Term Discount 3.0 details

- (a) Subject to the terms of this section B1.7, a discounted Charge will apply for each Standard Installation for each **nbn**® Enterprise Ethernet Ordered Product that:
 - (i) is supplied as a result of a Connect Order that is Acknowledged on or after 1 June 2024; and
 - (ii) has a specified Minimum Term.
- (b) The discounted Charge applied under section B1.7.1(a) will be the applicable Charge in the **nbn**® Enterprise Ethernet Price List 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 ${f nbn}^{ ext{@}}$ Enterprise Ethernet	Discount
24 Months	Standard Installation Charge	75%
36 Months	Standard Installation Charge	100%

B1.7.2 Process to Claim

(a) **nbn** will automatically apply any applicable Enterprise Ethernet Term Discount 3.0.

The details and conditions in section B1.8 apply in respect of the Active Product Changeover Discount described in Part A.

B1.8 Active Product Changeover Discount

B1.8.1 Active Product Changeover Discount details

- (a) Subject to the terms of this section B1.8, a discounted Charge will apply for each **nbn**[®] Enterprise Ethernet OVC Product Component with a bandwidth profile of 100 Mbps symmetrical or lower:
 - (i) that has never been subject to a Minimum Term; or
 - (ii) for which the Minimum Term has expired.
- (b) The discounted Charge applied under section B1.8.1(a) will be the applicable Charge in the **nbn**® Enterprise Ethernet Price List less the corresponding Discount in the following table

1 June 2024 to 30 June 2027 41.3%

(c) If the New OVC Discount in section B1.6.1 applies to an **nbn**® Enterprise Ethernet OVC Product Component, the discount under section B1.8.1(a) will be applied to the effective Charge for that OVC Product Component under section B1.6.1, rather than applying to the corresponding Charge under the **nbn**® Enterprise Ethernet Price List.

B1.8.2 Interaction with other Discounts, Credits, Rebates and Waivers

If an **nbn**[®] Enterprise Ethernet OVC Product Component is subject to a Transitional Discount under section B1.5, it will not be eligible for this Active Product Changeover Discount for the period that it is subject to a Transitional Discount.

B1.8.3 Process to Claim

nbn will automatically apply any applicable Active Product Changeover Discount.

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