#### **DRAFT: 9 SEPTEMBER 2015**

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Changes in this document are marked up against the version of the NEBS Product Description available to Customers as at 9 September 2015.

# **Product Description**

# NBN Co Ethernet Bitstream Service

Wholesale Broadband Agreement



This document contains amendments which describe a proposed Satellite variant of the NEBS product which NBN Co is considering introducing under the Wholesale Broadband Agreement. This version is not executable and is not a Standard Form of Access Agreement for the purposes of Part XIC of the Competition and Consumer Act 2010.

#### **NBN** Co Limited

# Product Description - NBN Co Ethernet Bitstream Service

This document applies to a Wholesale Broadband Agreement if the Head Terms are version  $2.1_{L}$  or 2.2 or 2.3.







NBN Co Networks: Fibre, Wireless, FTTB, and FTTN and Satellite











Version	Description	Effective Date
2.0	Issued on 9 December 2013	Execution Date
2.1	Medium Business Phase 1(b) notified on 13 March 2014	30 April 2014
2.2	Higher traffic class 1 $\&$ 4 CVC speed tiers notified on 29 August 2014	15 October 2014
2.3	NEBS supplied by means of the NBN Co FTTB Network published on 19 December 2014	Later of 19 December 2014 and the Execution Date
2.4	NEBS supplied by means of the NBN Co FTTN Network published on 4 September 2015	Later of 18 September 2015 and the Execution Date
<u>2.5</u>	NEBS supplied by means of the NBN Co Satellite Network	<u>Satellite</u> <u>Commercial Launch</u> Date

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# **Environment**

NBN Co asks that you consider the environment before printing this document.











## **Introduction**

This document applies to a Wholesale Broadband Agreement if the Head Terms are version 2.1, or 2.2 or 2.3. If the Head Terms are version 2.1, then all references to the "NBN Co FTTN Network" are to be disregarded. If the Head Terms are version 2.1 or 2.2, then all references to the "NBN Co Satellite Network" are to be disregarded.

This document describes the NBN Co Ethernet Bitstream Service (NEBS) which NBN Co supplies to its customers. The NEBS:

- is an Ethernet-based Layer 2 virtual connection that carries traffic between a UNI used to serve a Premises and a POI;
- is supplied by means of the NBN Co Fibre Network, the NBN Co FTTB Network, the NBN Co FTTN Network, or the NBN Co Satellite Network;
- enables Customer or its Downstream Customers to supply a Carriage Service or Content Service to a Premises; and
- comprises 4 Product Components and a number of optional Product Features which customers may elect to order depending on which NBN Co Network the NEBS is supplied over:

Туре	Product Component / Product Feature	NBN Co Network
Product Components (required)	NNI; CVC; AVC; UNI	Fibre, FTTB, FTTN, and Wireless and Satellite
Product Features (optional)	Multicast (Multicast Domain, Multicast AVC); UNI-V and AVC TC-1 bundle; Battery Backup Service	Fibre
	Enhanced Fault Rectification Service	Fibre, FTTB and FTTN

The AVC and UNI Product Components are supplied as a bundle. NBN Co supplies the AVC to Customer on condition that Customer also acquires a UNI in conjunction with that AVC.

NBN Co will only offer to supply NEBS by means of the NBN Co FTTN Network from the date on which it publishes Head Terms version 2.2.

Further details of the Product Components and Product Features of the NEBS are described in:

- Part A and Part B of this Product Description;
- the <u>Product Technical Specification for the NBN Co Ethernet Bitstream Service</u> for the NEBS supplied by means of the NBN Co Fibre Network, and the NBN Co Satellite Network; and
- the <u>Product Technical Specification for the NBN Co Ethernet Bitstream Service FTTB/FTTN</u> for the NEBS supplied by means of the NBN Co FTTB Network and the NBN Co FTTN Network.

The Charges payable for the NEBS are set out in the <u>Price List</u>.









# **NEBS Product Description Roadmap**

A roadmap describing the structure of this Product Description follows for the assistance of Customer.

#### **Part A: Core components**

Part A describes the four core Product Components of the NEBS which Customer must order.

Part A: Core components Part A: Core components		
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2	Connectivity Virtual Circuit (CVC)	7
3	Access Virtual Circuit (AVC)	11
4	User Network Interface (UNI)	14

#### Part B: Optional components and features

Part B describes the optional Product Features of the NEBS which Customer may elect to order.

Part B: Optional components and features		Page
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7	UNI-V and AVC TC-1 bundle	20
8	Satellite Test Service	20
9	Battery Backup Service	22

## Part C: General conditions of supply

Part C sets out general conditions which apply to the supply of the NEBS to Customer.

Part	Part C: General conditions of supply		
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# Part A: Core components

# 1 Network-Network Interface (NNI)

This section 1 describes the NNI. Customer must order an NNI for each CSA where NBN Co supplies the NEBS to Customer. Customer connects its network to the NBN Co Network at the POI where the NNI is located.

#### 1.1 NNI description

- (a) A **Network-Network Interface** or **NNI** is the interface at a POI where Customer traffic is handed over to the NBN Co Network.
- (b) The NNI is the point of handover for all CVCs associated with that NNI.
- (c) The **NNI Bearer** is the physical interface between the Customer switch and the NBN Co Network.
- An NNI Bearer must be configured as a member of an **NNI Group** which is a logical interface comprising one or more NNI Bearers supplied by NBN Co to Customer.
- (e) NBN Co will not make an NNI:
  - (i) supplied in respect of the NBN Co Satellite Network available in respect of the NBN Co Fibre Network, NBN Co FTTB Network, NBN Co FTTN Network or NBN Co Wireless Network; or
  - (i)(ii) supplied in respect of the NBN Co Fibre Network, NBN Co FTTB Network, NBN Co FTTN Network or NBN Co Wireless Network available in respect of the NBN Co Satellite Network.

#### 1.2 NNI Bearer

The physical interface options for the NNI Bearer are:

NNI Bearer profile	NBN Co Network
1000BaseLX	Fibre, FTTB, FTTN, and Wireless and Satellite
10GBaseLR	Fibre, FTTB, FTTN, and Wireless and Satellite
1000BaseEX	Fibre, FTTB, FTTN, and Wireless and Satellite
10GBaseER	Fibre, FTTB, FTTN, and Wireless and Satellite

#### 1.3 NNI Group

- (a) An NNI Bearer can only be configured as a member of an NNI Group if its interface rate is the same as the interface rate of the NNI Group.
- (b) Each NNI Bearer must be configured with a logical single or diverse chassis redundancy mode, together forming an NNI Group.
- (c) Single chassis is the only redundancy mode available for an NNI Group comprised of a single NNI Bearer.
- (d) If Customer selects single chassis as the redundancy mode for an NNI Group:
  - (i) each NNI Bearer in that NNI Group will be connected to the same chassis; and











- (ii) the NNI will operate as a single, unprotected interface.
- (e) Each NNI Bearer in an NNI Group where Customer selects diverse chassis as the redundancy mode will be connected across a pair of chassis.
- (f) Once an NNI Group is activated, the redundancy mode of that NNI Group cannot be reconfigured.

# **2** Connectivity Virtual Circuit (CVC)

This section 2 describes the CVC. Customer must order a CVC for each CSA where NBN Co supplies the NEBS to Customer. The size of the CVC that Customer requires is at the discretion of Customer (subject to this section 2 and the Fair Use Policy).

#### 2.1 CVC description

- (a) A **Connectivity Virtual Circuit** or **CVC** is Ethernet-based Layer 2 virtual capacity on the NBN Co Network used to carry Customer traffic between multiple AVCs in a CSA on an aggregated basis and the NNI at the POI serving that CSA.
- (b) <u>Subject to sections 2.2 to 2.4, NBN</u> Co will make the CVC available in traffic class 1 (CVC TC-1), traffic class 2 (CVC TC-2) and traffic class 4 (CVC TC-4).
- (c) Customer may order a CVC TC-4 or a CVC TC-1 or a CVC TC-2, or any combination of the three, in any of the bandwidth profiles set out in sections 2.2, 2.3 and 2.4.
- (d) NBN Co will not make a CVC:
  - (i) supplied in respect of the NBN Co Satellite Network available in respect of the

    NBN Co Fibre Network, NBN Co FTTB Network, NBN Co FTTN Network or NBN Co

    Wireless Network; or
  - (i)(ii) supplied in respect of the NBN Co Fibre Network, NBN Co FTTB Network, NBN Co FTTN Network or NBN Co Wireless Network available in respect of the NBN Co Satellite Network.

#### 2.2 CVC TC-4

Sections 2.2(a) and 2.2(b) describe available CVC TC-4 bandwidth profiles.

(a) The CVC TC-4 bandwidth profiles for the NEBS supplied by means of the NBN Co Fibre

Network, the NBN Co FTTB Network, the NBN Co FTTN Network and the NBN Co Wireless

Network are:

CVC TC-4 symmetrical Mbps (CIR)	NBN Co Network
0	Fibre, FTTB, FTTN and Wireless
100	Fibre, FTTB, FTTN and Wireless
150	Fibre, FTTB, FTTN and Wireless
200	Fibre, FTTB, FTTN and Wireless
250	Fibre, FTTB, FTTN and Wireless
300	Fibre, FTTB, FTTN and Wireless
400	Fibre, FTTB, FTTN and Wireless
500	Fibre, FTTB, FTTN and Wireless











600	Fibre, FTTB, FTTN and Wireless
700	Fibre, FTTB, FTTN and Wireless
800	Fibre, FTTB, FTTN and Wireless
900	Fibre, FTTB, FTTN and Wireless
1000	Fibre, FTTB, FTTN and Wireless
1100	Fibre, FTTB, FTTN and Wireless
1200	Fibre, FTTB, FTTN and Wireless
1300	Fibre, FTTB, FTTN and Wireless
1400	Fibre, FTTB, FTTN and Wireless
1500	Fibre, FTTB, FTTN and Wireless
1600	Fibre, FTTB, FTTN and Wireless
1700	Fibre, FTTB, FTTN and Wireless
1800	Fibre, FTTB, FTTN and Wireless
1900	Fibre, FTTB, FTTN and Wireless
2000	Fibre, FTTB, FTTN and Wireless
3000	Fibre, FTTB, FTTN and Wireless
4000	Fibre, FTTB, FTTN and Wireless
5000	Fibre, FTTB, FTTN and Wireless
6000	Fibre, FTTB, FTTN and Wireless
7000	Fibre, FTTB, FTTN and Wireless
8000	Fibre, FTTB, FTTN and Wireless
9000	Fibre, FTTB, FTTN and Wireless
10,000	Fibre, FTTB, FTTN and Wireless

(b) Subject to sections 2.2(c) to 2.2(f), the CVC TC-4 bandwidth profiles for each CVC Class for the NEBS supplied by means of the NBN Co Satellite Network are:

CVC TC-4 symmetrical Mbps (CIR)	CVC Class	NBN Co Network
<u>0</u>	<u>0, 1 and 2</u>	<u>Satellite</u>
<u>100</u>	<u>0, 1 and 2</u>	<u>Satellite</u>
<u>125</u>	<u>0, 1 and 2</u>	<u>Satellite</u>
<u>150</u>	<u>0, 1 and 2</u>	<u>Satellite</u>
<u>175</u>	<u>0, 1 and 2</u>	<u>Satellite</u>
<u>200</u>	<u>0, 1 and 2</u>	<u>Satellite</u>
<u>225</u>	<u>0, 1 and 2</u>	<u>Satellite</u>
<u>250</u>	<u>0, 1 and 2</u>	<u>Satellite</u>
<u>275</u>	<u>0, 1 and 2</u>	<u>Satellite</u>
<u>300</u>	<u>0, 1 and 2</u>	<u>Satellite</u>
<u>325</u>	<u>0, 1 and 2</u>	<u>Satellite</u>
<u>350</u>	<u>0, 1 and 2</u>	<u>Satellite</u>
<u>375</u>	<u>0, 1 and 2</u>	<u>Satellite</u>
<u>400</u>	<u>0, 1 and 2</u>	<u>Satellite</u>
<u>425</u>	<u>0, 1 and 2</u>	<u>Satellite</u>
<u>450</u>	<u>0, 1 and 2</u>	<u>Satellite</u>











<u>475</u>	<u>0, 1 and 2</u>	<u>Satellite</u>
<u>500</u>	<u>1 and 2</u>	<u>Satellite</u>
<u>525</u>	<u>1 and 2</u>	<u>Satellite</u>
<u>550</u>	<u>1 and 2</u>	<u>Satellite</u>
<u>575</u>	<u>2</u>	<u>Satellite</u>
<u>600</u>	<u>2</u>	<u>Satellite</u>
<u>625</u>	<u>2</u>	<u>Satellite</u>
<u>650</u>	<u>2</u>	<u>Satellite</u>
<u>675</u>	<u>2</u>	<u>Satellite</u>
<u>700</u>	<u>2</u>	<u>Satellite</u>
<u>725</u>	<u>2</u>	<u>Satellite</u>

Sections 2.2(c) to 2.2(f) describe the CVC Class Product Feature available in respect of NEBS supplied by means of the NBN Co Satellite Network.

- Customer must specify a CVC Class for each CVC TC-4 for NEBS supplied by means of the NBN Co Satellite Network.
- Customer must, at all times, associate at least the following number of AVCs with each CVC (d) TC-4 for NEBS supplied by means of the NBN Co Satellite Network:

CVC Class Minimum number of AVCs that must be associated with each CV			receipted with each CVC
<u>CVC Class</u>	TC-4		
	Initial 100 Mbps bandwidth profile	Initial 25 Mbps bandwidth profile increment above 100 Mbps	Each additional 25 Mbps bandwidth profile increment
<u>0</u>	<u>0</u>	<u>890</u>	<u>210</u>
1	<u>0</u>	<u>680</u>	<u>195</u>
<u>2</u>	<u>0</u>	<u>548</u>	<u>142</u>

- If Customer fails to comply with section 2.2(d) (without limiting any rights that NBN Co may have in relation to such failure under the Head Terms), NBN Co may modify the bandwidth profile of the CVC TC-4 by following the process set out in the NBN Co Operations Manual.
- Customer must associate at least 3,200 AVCs with each CVC TC-4 supplied by means of the (f) NBN Co Satellite Network before Customer orders any further CVC TC-4 in the same CVC Class.

**Note:** If Customer orders more than one CVC in a CVC Class under section 2.2(f), each limitation in <u>sections</u> 2.2(b) to 2.2(f) <u>applies to each CVC in the CVC Class.</u>

#### 2.3 CVC TC-1

The Subject to sections 2.3(b) to 2.3(c), the CVC TC-1 bandwidth profiles are: (a)









CVC TC-1 symmetrical Mbps (CIR)	NBN Co Network
0	Fibre, FTTB, FTTN, and Wireless and Satellite
5	Fibre, FTTB, FTTN, and Wireless and Satellite
10	Fibre, FTTB, FTTN, and Wireless and Satellite
20	Fibre, FTTB, FTTN and Wireless
50	Fibre, FTTB, FTTN and Wireless
100	Fibre, FTTB, FTTN and Wireless
150	Fibre, FTTB, FTTN and Wireless
200	Fibre, FTTB, FTTN and Wireless
250	Fibre, FTTB, FTTN and Wireless
300	Fibre, FTTB, FTTN and Wireless
400	Fibre, FTTB, FTTN and Wireless
500	Fibre, FTTB, FTTN and Wireless

(b) Customer must, at all times, associate at least the following number of AVCs with each CVC TC-1 for NEBS supplied by means of the NBN Co Satellite Network:

CVC TC-1 symmetrical Mbps (CIR)	Minimum number of AVCs that must be associated with each CVC TC-1
<u>0</u>	<u>0</u>
<u>5</u>	<u>0</u>
<u>10</u>	<u>333</u>

(b)(c) If Customer fails to comply with section 2.3(b) (without limiting any rights that NBN Co may have in relation to such failure under the Head Terms), NBN Co may modify the bandwidth profile of the CVC TC-1 by following the process set out in the NBN Co Operations Manual.

#### 2.4 CVC TC-2

The CVC TC-2 bandwidth profiles are:

CVC TC-2 symmetrical Mbps (CIR)	NBN Co Network
50	Fibre, FTTB and FTTN
100	Fibre, FTTB and FTTN
150	Fibre, FTTB and FTTN
200	Fibre, FTTB and FTTN
250	Fibre, FTTB and FTTN
300	Fibre, FTTB and FTTN
400	Fibre, FTTB and FTTN
500	Fibre, FTTB and FTTN
600	Fibre, FTTB and FTTN
700	Fibre, FTTB and FTTN
800	Fibre, FTTB and FTTN
900	Fibre, FTTB and FTTN
1000	Fibre, FTTB and FTTN











# 3 Access Virtual Circuit (AVC)

This section 3 describes the AVC. Customer must order an AVC for each Premises where NBN Co supplies the NEBS to Customer.

#### 3.1 AVC description

- (a) An **Access Virtual Circuit** or **AVC** is an Ethernet-based Layer 2 virtual connection on the NBN Co Fibre Network, the NBN Co FTTB Network, the NBN Co FTTN Network, or the NBN Co Wireless Network or the NBN Co Satellite Network that carries Customer traffic to and from a UNI used to serve a Premises.
- (b) An AVC must be ordered by Customer for each Premises to which the NEBS will be supplied.
- (c) <u>Subject to sections 3.2 to 3.4, NBN</u> Co will make the AVC available in traffic class 4 (**AVC TC-4**) and Customer may elect to partition traffic using traffic class 1 (**AVC TC-1**) or traffic class 2 (**AVC TC-2**), or both.
- (d) Customer must order an AVC TC-4, and may additionally elect to order one AVC TC-1 or one AVC TC-2, or both, in any of the bandwidth profiles set out in sections 3.2, 3.3 and 3.4.
- (e) NBN Co will map one AVC TC-4 to any UNI used to serve the relevant Premises and will not map more than one AVC TC-4 to the same UNI.

#### 3.2 AVC TC-4

(a) The AVC TC-4 bandwidth profiles for the NEBS supplied by means of the NBN Co Fibre Network, or the NBN Co Wireless Network or the NBN Co Satellite Network are:

AVC TC-4 downstream Mbps (PIR)	AVC TC-4 upstream Mbps (PIR)	NBN Co Network
12	1	Fibre, and Wireless and Satellite
25	5	Fibre, and _Wireless and Satellite
25	10	Fibre
50	20	Fibre
100	40	Fibre
250	100	Fibre
500	200	Fibre
1000	400	Fibre

**Note:** To be read subject to (1) the capacity management provisions for the NBN Co Satellite Network in section 3.7 below and (2) sections 4.3, and 8.1.2 and 8.3.2 of the Product Technical Specification for the NBN Co Ethernet Bitstream Service.









(b) Subject to sections 3.2(c) to 3.2(e), the AVC TC-4 bandwidth profiles for the NEBS supplied by means of the NBN Co FTTB Network or NBN Co FTTN Network are:

AVC TC-4 downstream Mbps (PIR)	AVC TC-4 upstream Mbps (PIR)	NBN Co Network
12	1	FTTB and FTTN
25	5	FTTB and FTTN
25	5 - 10*	FTTB and FTTN
25 - 50*	5 - 20*	FTTB and FTTN
25 - 100*	5 - 40*	FTTB and FTTN

<sup>\*</sup> **Note:** Where the bandwidth profile is expressed as a range, the range shows the maximum PIR which may be achieved at the NBN Co Network Boundary for the relevant bandwidth profile. The PIR can fall anywhere in the range for the relevant bandwidth profile in respect of a particular AVC TC-4 used to serve a Premises (they are not minimum-maximum PIR ranges).

**Important**: To be read subject to (1) the description of how the PIR for these bandwidth profiles is to be interpreted in section 13 below; and (2) sections 4.3, 5.1 and 5.3.3 of the <u>Product Technical Specification for the NBN Co Ethernet Bitstream Service - FITB/FITN</u>.

(c) Subject to section 3.2(d), during the Co-existence Period, the PIR (and the lower end of any PIR range) at the UNI for each AVC TC-4 bandwidth profile will be:

NBN Co Network	Bandwidth Profiles	Minimum AVC TC-4 downstream Mbps (PIR)	Minimum AVC TC-4 upstream Mbps (PIR)
FTTB	All bandwidth profiles other than 12 Mbps downstream and 1 Mbps upstream	25	5
FTTN	All bandwidth profiles	12	1

- (d) If the PIR at the UNI used to serve a Premises located in the footprint of the NBN Co FTTB Network or NBN Co FTTN Network is not capable of achieving the PIR Objective then:
  - (i) NBN Co will designate that Remediation is required in respect of the Premises in accordance with the NBN Co Operations Manual; and
  - (ii) until Remediation for the Premises is completed, the downstream PIR and upstream PIR at the UNI used to serve the Premises may be significantly less than the downstream PIR and upstream PIR of the bandwidth profile ordered by Customer in respect of the Premises.
- (e) Where an Ordered Product supplied by means of the NBN Co FTTB Network or NBN Co FTTN Network has been placed into a Repair Profile in accordance with the NBN Co Operations

  Manual, the downstream PIR and upstream PIR at the UNI may be significantly less than the downstream PIR and upstream PIR of the bandwidth profile ordered by Customer in respect of the Ordered Product.









#### 3.3 AVC TC-1

(a) The AVC TC-1 bandwidth profiles are:

AVC TC-1 symmetrical Mbps (CIR)	NBN Co Network
0	Fibre, FTTB, FTTN, and Wireless and Satellite
0.15	Fibre, FTTB, FTTN, and Wireless and Satellite
0.3	Fibre, FTTB and FTTN
0.5	Fibre, FTTB and FTTN
1	Fibre, FTTB and FTTN
2	Fibre, FTTB and FTTN
5	Fibre, FTTB and FTTN

- (b) The AVC TC-1 Data Transfer Rate will be included in the overall AVC TC-4 Data Transfer Rate except where the AVC TC-1 is mapped to the UNI-V in the case of the NEBS supplied by means of the NBN Co Fibre Network.
- (c) Where available, Customer may acquire both an AVC TC-1 mapped to the UNI-D and an additional AVC TC-1 mapped to the UNI-V where the NEBS is supplied by means of the NBN Co Fibre Network. See section 7 in Part B for more information.
- (d) The 0.5, 1, 2 and 5 (CIR) AVC TC-1 bandwidth profiles set out in the table above will not be available in respect of Ordered Products supplied by means of the NBN Co FTTB Network until the FTTN Commercial Launch Date.

#### 3.4 AVC TC-2

(a) The AVC TC-2 bandwidth profiles are:

AVC TC-2 symmetrical Mbps (CIR)	NBN Co Network
5	Fibre, FTTB and FTTN
10	Fibre, FTTB and FTTN
20	Fibre, FTTB and FTTN
30	Fibre
40	Fibre

- (b) The AVC TC-2 Data Transfer Rate will be included in the overall AVC TC-4 Data Transfer Rate.
- (c) The 10 and 20 (CIR) AVC TC-2 bandwidth profiles set out in the table above will not be available in respect of Ordered Products supplied by means of the NBN Co FTTB Network until the FTTN Commercial Launch Date.

#### 3.5 CIR

Without limiting section 13.1, if the Line Rate of an Ordered Product supplied by means of the NBN Co FTTB Network or NBN Co FTTN Network is not capable of supporting the provision of all AVC TC-1 and AVC TC-2 bandwidth profiles ordered by Customer in respect of that Ordered Product (see the rule in section 5.1.1.3.3 of the <a href="Product Technical Specification for the NBN Co Ethernet Bitstream Service-FTTB/FTTN">Product Technical Specification for the NBN Co Ethernet Bitstream Service -FTTB/FTTN</a>), then, for both AVC TC-1 and AVC TC-2:











- (a) the actual Information Rate experienced by Customer, Downstream Customer or the relevant End User, may each be significantly less than the downstream CIR and upstream CIR of the bandwidth profile ordered by Customer in respect of the relevant Ordered Product; and
- (b) the Frame Delay, Frame Delay Variation and Frame Loss of the relevant Ordered Product may each be significantly worse than the Performance Objectives specified in section 13.5 of the Service Levels Schedule.

#### 3.6 Third party interference

- (a) An Interference Event caused by the equipment or network of a third party may prejudice the integrity or cause a deterioration of the operation or performance of an Ordered Product supplied by means of the NBN Co FTTB Network or NBN Co FTTN Network.
- (b) If an Interference Event caused by the equipment or network of a third party occurs, NBN Co will undertake Interference Mitigation as soon as reasonably practicable in the circumstances.
- (c) Until NBN Co can mitigate the effects of an Interference Event caused by the equipment or network of a third party, the affected Ordered Product may not operate in accordance with this Product Description or the <a href="Product Technical Specification for the NBN Co Ethernet Bitstream Service FTTB/FTTN">Product Technical Specification for the NBN Co Ethernet Bitstream Service FTTB/FTTN</a>.

#### 3.7 NBN Co Satellite Network capacity management

- (a) Where the NEBS is supplied by means of the NBN Co Satellite Network:
  - (i) Customer must not order more than one AVC TC-1 and one AVC TC-4 in respect of a single Premises;
  - (ii) Customer must not place, and NBN Co may decline, an AVC order in respect of a

    Premises if the supply of the ordered AVC would result in NBN Co supplying a total
    aggregate downstream bandwidth to all NBN Co customers of more than 25Mbps
    in respect of the Premises;
  - (iii) Customer must suspend or terminate any Customer Product that Customer

    becomes aware is being used by a Downstream Customer or End User in

    connection with the bonding of two or more UNIs (even if NBN Co is only supplying one of the UNIs to Customer and the other UNI(s) to an Other NBN Co Customer);
  - (iv) NBN Co may decline an AVC order or AVC modification which would require

    additional Beam capacity to be supplied during any period in which a Beam is at or
    near maximum capacity; and
  - (v) NBN Co may deprioritise data transfers or reduce the maximum data transfer rate of any AVC contributing disproportionately to Beam capacity utilisation.
- (b) Sections 3.7(a)(i), 3.7(a)(ii) and 3.7(a)(iii) do not apply in respect of a Public Interest Premises to the extent that NBN Co waives Customer's obligations in respect of that Public Interest Premises under section 2.5(b) of the Fair Use Policy.











# 4 User Network Interface (UNI)

This section 4 describes the UNI which must be ordered in conjunction with the AVC for each Premises where NBN Co supplies the NEBS to Customer.

#### 4.1 UNI description

(a) The **User Network Interface** or **UNI** is a physical port to which NBN Co supplies the NEBS in respect of a Premises. The type of UNI depends on the type of Premises and the NBN Co Network used to serve the relevant Premises:

Type of UNI	Port	Location of UNI port	Number of available ports on NTD	NBN Co Network	Type of Premises
UNI-D	Ethernet	NTD	4	Fibre <u>, <del>and</del></u> Wireless <u>and</u> <u>Satellite</u>	All Premises
UNI-V	Analogue	NTD	2	Fibre	All Premises
UNI-	xDSL	Jumper Cable	N/A (there is no	FTTB	All Premises
DSL		termination on the Customer Side MDF	NTD)	FTTN	Premises at an MDU Site
UNI- DSL	xDSL	Telecommunications Outlet or, if present, Passive NTD*	N/A (there is no NTD)	FTTN	Premises not at an MDU Site

**Note**: where there the Network Boundary Point is at a Passive NTD, NBN Co will be responsible for the installation, supply and repair of the NEBS up to, and including, the Passive NTD. In those cases NBN Co will not be responsible for reconfiguring wiring beyond the Passive NTD to the Telecommunications Outlet.

(b) Access to and use of a UNI used to serve a Premises is subject to any availability rules set out in the NBN Co Operations Manual.

#### 4.2 NEBS supplied by means of NBN Co Fibre Network or NBN Co Wireless Network

Where the NEBS is supplied by means of the NBN Co Fibre Network or NBN Co Wireless Network:

- (a) the type and number of UNIs available at a Premises depends on:
  - (i) whether a Premises is located in the footprint of the NBN Co Fibre Network or the NBN Co Wireless Network; and
  - (ii) the number of NTDs which NBN Co has installed at that Premises;
- (b) the UNI-D has an electrical interface and will not be made available with an optical interface as part of the NEBS;
- (c) the UNI-V is an optional feature of the NEBS supplied by means of the NBN Co Fibre Network and incorporates an analogue telephone adaptor for the supply of telephony services to a Premises. See section 7 in Part B for more information; and
- (d) it is a condition of supply of an AVC TC-4 that Customer also acquire a UNI-D in conjunction with that AVC TC-4 for each Premises at which the NEBS will be supplied.











#### 4.3 NEBS supplied by means of NBN Co FTTB Network or NBN Co FTTN Network

Where the NEBS is supplied by means of the NBN Co FTTB Network or the NBN Co FTTN Network:

- (a) the number of UNI-DSL available at a Premises depends on:
  - (i) the number of distinct NBN Co Copper Pairs installed at the Premises which terminate at an accessible xDSL port; and
  - (ii) the allocation and installation by NBN Co of a single xDSL port to each distinct NBN Co Copper Pair; and
- (b) it is a condition of supply of an AVC TC-4 that Customer also acquires a UNI-DSL in conjunction with that AVC TC-4 for each Premises at which the NEBS will be supplied.

#### 4.4 UNI mappings and AVC bandwidth profiles

The UNI mappings and AVC bandwidth profiles available for those UNI mappings are:

NBN Co Network	AVC	UNI mapping	Available bandwidth profiles	Ref
Fibre	AVC TC-4	UNI-D	All bandwidth profiles	Section 3.2(a)
	AVC TC-1	UNI-D (default)	All bandwidth profiles	Section 3.3(a)
		UNI-V (optional)	0.15 Mbps AVC TC-1 only	Section 7
	AVC TC-2	UNI-D	All bandwidth profiles	Section 3.4
FTTB and FTTN	AVC TC-4	UNI-DSL	All bandwidth profiles	Section 3.2(b)
	AVC TC-1	UNI-DSL	All bandwidth profiles	Section 3.3(a)
	AVC TC-2	UNI-DSL	5, 10 and 20 Mbps AVC TC-2 only	Section 3.4
Wireless	AVC TC-4	UNI-D	All bandwidth profiles	Section 3.2(a)
	AVC TC-1	UNI-D	0.15 Mbps AVC TC-1 only	Section 3.3(a)
<u>Satellite</u>	AVC TC-4	<u>UNI-D</u>	12/1 Mbps and 25/5 Mbps AVC TC- 4 only	Section 3.2(a)
	AVC TC-1	<u>UNI-D</u>	0.15 Mbps AVC TC-1 only	Section 3.3(a)









# Part B: Optional components and features

#### 5 Multicast

This section 5 describes the optional Multicast feature of the NEBS designed for delivering audio-visual and other content such as Internet Protocol Television (IPTV) simultaneously to multiple End Users. The Multicast feature is only available for the NEBS supplied by means of the NBN Co Fibre Network.

#### 5.1 Description

- (a) Multicast allows Customer to supply uni-directional data once at the NNI which is then replicated over the NBN Co Fibre Network to be delivered simultaneously to multiple NTDs (Multicast).
- (b) Multicast is an optional Product Feature of the AVC and CVC Product Components of the NEBS supplied by means of the NBN Co Fibre Network. NBN Co will only make Multicast available by supplying:
  - (i) the CVC in the multicast traffic class (Multicast Domain); and
  - (ii) the AVC in the multicast traffic class (Multicast AVC).
- (c) In addition to the core components described in Part A of this document, Customer must also acquire:
  - (i) a Multicast Domain for each CSA; and
  - (ii) a Multicast AVC in respect of each Premises within that CSA,

where Customer wishes to offer the Multicast feature.

(d) NBN Co will use the AVC TC-4 and CVC TC-4 supplied to Customer in respect of a Premises to transfer upstream traffic related to the supply of Multicast to Customer at that Premises.

#### 5.2 Multicast Domain

(a) The Multicast Domain bandwidth profiles are:

M III I D I I I I I (OTD)	Marie I. D. C. L. Marie (OTD)
Multicast Domain downstream Mbps (CIR)	Multicast Domain upstream Mbps (CIR)
100	0
200	0
300	0
400	0
500	0
600	0
700	0
800	0
900	0
1000	0

- (b) NBN Co will only supply one Multicast Domain to Customer at each CSA.
- (c) Customer must configure one or more Media Streams for each Multicast Domain.









- (d) A Media Stream may include any audio-visual and other content which is suitable for distribution using the Multicast Components considering the product performance and functionality of the Multicast Components.
- (e) The Multicast Domain dimension must be at least the sum of all Media Streams that Customer wishes to offer in that Multicast Domain.
- (f) The configured peak bandwidth value for each Media Stream must be between the minimum and maximum values (inclusive) and can be defined in increments of 0.1 Mbps:

Media Stream	Configured peak bandwidth value (Mbps)
Minimum value	2.5
Maximum value	20

(g) The supply of data to Downstream Customers and End Users through a Media Stream may be interrupted if the data throughput of the Media Stream exceeds the configured peak bandwidth value of that Media Stream. Customer is responsible for provisioning each Media Stream with a configured peak bandwidth value.

#### 5.3 Multicast Access Virtual Circuit (Multicast AVC)

(a) The Multicast AVC bandwidth profiles are:

Multicast AVC downstream Mbps (CIR)	Multicast AVC upstream Mbps (CIR)
5	0
20	0
30	0
40	0
50	0

- NBN Co will map the Multicast AVC and the AVC TC-4 supplied to Customer to the same (b) UNI-D at a Premises.
- (c) NBN Co will not map more than one Multicast AVC to the same UNI-D.









#### 6 Enhanced Fault Rectification Service

This section 6 describes the optional Enhanced Fault Rectification Service available for the NEBS supplied by means of the NBN Co Fibre Network, NBN Co FITB Network or NBN Co FITN Network.

- (a) The **Enhanced Fault Rectification Service** is an optional Product Feature of the NEBS supplied by means of the NBN Co Fibre Network, NBN Co FTTB Network or NBN Co FTTN Network which provides Customer with enhanced Service Levels for the rectification of End User Faults which affect an Ordered Product supplied by means of the NBN Co Fibre Network, NBN Co FTTB Network or NBN Co FTTN Network (as the case may be).
- (b) The Enhanced Fault Rectification Service options are:

Enhanced Fault Rectification Service option	Service Level
Enhanced-12	See section 6.1 of the Service Levels Schedule
Enhanced-12 (24/7)	See section 6.1 of the Service Levels Schedule
Enhanced-8	See section 6.1 of the Service Levels Schedule
Enhanced-8 (24/7)	See section 6.1 of the Service Levels Schedule

- (c) Customer must not use, and warrants to NBN Co that it will not use, the Enhanced Fault Rectification Service where Customer or any Downstream Customer uses a Customer Product or Downstream Product as an input to provide Priority Assistance, or otherwise in connection with, a Downstream Priority Assistance Service.
- (d) If Customer proposes to use the Enhanced Fault Rectification Service in respect of any Customer Product or Downstream Customer Product that is a Downstream Priority Assistance Service, then Customer must:
  - (i) submit a Modify Order in accordance with the <u>NBN Co Operations Manual</u>, which identifies that the Access Components supplied to Customer will no longer be used to supply a Downstream Priority Assistance Service;
  - (ii) cease using (or procure that Downstream Customer ceases using) that Customer Product or Downstream Product as a Downstream Priority Assistance Service from the time that the Modify Order is Complete; and
  - (iii) notify NBN Co in accordance with section 10.2(d) and the NBN Co Operations Manual.
- (e) If Customer uses the Enhanced Fault Rectification Service in respect of a Customer Product or Downstream Product, and proposes to use that Customer Product or Downstream Product as a Downstream Priority Assistance Service, then Customer must first submit a Modify Order in accordance with the <u>NBN Co Operations Manual</u> to remove the Enhanced Fault Rectification Service.
- (f) The Enhanced Fault Rectification Service will not be available in respect of Ordered Products supplied by means of the NBN Co FTTB Network or the NBN Co FTTN Network until the FTTN Commercial Launch Date.









#### 7 UNI-V and AVC TC-1 bundle

This section 7 describes the optional UNI-V and AVC TC-1 bundle which is a feature of the NEBS designed for voice services over the NEBS. The UNI-V and AVC TC-1 bundle is only available where the NEBS is supplied by means of the NBN Co Fibre Network and Customer has also acquired an AVC TC-4 and UNI-D bundle.

#### 7.1 Description

- (a) The UNI-V is an optional Product Feature of the NEBS supplied by means of the NBN Co Fibre Network which provides Customer with access to an analogue telephony interface on the NTD (where available) for the purpose of migrating legacy telephone services.
- (b) Customer may elect to order a 0.15 Mbps AVC TC-1 which is mapped to the UNI-V (where available) if the NEBS is supplied by means of the NBN Co Fibre Network, and if Customer so elects, it is a condition of supply of the AVC TC-1 that Customer acquire a UNI-V in conjunction with that AVC TC-1.
- (c) The 0.15 Mbps AVC TC-1 will be supplied through a separate AVC and not included in the overall AVC TC-4 Data Transfer Rate where it is mapped to the UNI-V.
- (d) Further detail of the UNI-V is outlined in section 4 in Part A.

#### 7.2 Configuration of UNI-V parameters

- (a) Customer must ensure that the UNI-V parameters for any UNI-V it acquires are configured in accordance with the <a href="Product Technical Specification for the NBN Co Ethernet Bitstream Service">Product Technical Specification for the NBN Co Ethernet Bitstream Service</a> and certified through On-boarding.
- (b) Customer must not, without the prior written approval of NBN Co, modify the configuration (including the configuration dial-plan), or process for downloading the configuration, of the UNI-V parameters from those certified through On-boarding.

# **8** Satellite Test Service

This section 8 describes the optional supply of a Satellite Test Service which is available to Customer on request, at NBN Co's discretion, if Customer is acquiring or considering acquiring NEBS supplied by means of the NBN Co Satellite Network.

#### 8.1 Description

- (a) The Satellite Test Service is an Ordered Product supplied by means of the NBN Co Satellite

  Network which allows Customer to conduct testing of applications, Customer Products, the

  Customer Network and the Customer Platform in connection with the NBN Co Satellite

  Network.
- (b) The supply of the Satellite Test Service comprises:
  - (i) an AVC TC-4 and an associated UNI;
  - (ii) an optional AVC TC-1 associated with the same UNI; and
  - (iii) the Installation of Connecting Equipment.













- (c) Customer may request:
  - (i) up to a maximum of five Satellite Test Services in total; and
  - (ii) in respect of any given Beam, up to a maximum of one Satellite Test Service.
- (d) NBN Co will only supply the Satellite Test Service in response to a request from Customer if:
  - (i) Customer has successfully On-boarded, or is in the process of On-boarding, for the NEBS supplied by means of the Satellite Network; and
  - (ii) NBN Co determines, acting reasonably, that Customer requires the Satellite Test

    Service to successfully supply Customer Products to which the NEBS supplied by
    means of the NBN Co Satellite Network is an input.
- (e) NBN Co may, at its discretion:
  - (i) supply a Satellite Test Service to a Premises which is served by the NBN Co Fibre

    Network, the NBN Co FTTB Network, the NBN Co FTTN Network or the NBN Co

    Wireless Network; and
  - (ii) require Customer to select an alternative location if Customer requests the supply of a Satellite Test Service at a location:
    - (A) at which it would be difficult for NBN Co to Install the Connecting Equipment; or
    - (B) which is served by a Beam which NBN Co determines is, or is likely to become, subject to capacity constraints.
- (f) NBN Co will not conduct, or assist Customer to conduct, any testing in connection with the

  Satellite Test Service except to the extent of supplying the Satellite Test Service and installing the Connecting Equipment for the Satellite Test Service under this section 8.

#### 8.2 First Satellite Test Service

In respect of the first Satellite Test Service supplied to Customer:

- (a) notwithstanding any provision of the Price List:
  - (i) no recurring Charge will apply for the supply of the AVC TC-1 or AVC TC-4 Product

    Component or any associated UNI Product Component of that Satellite Test

    Service; and
  - (ii) no Charge will apply for the Installation of the Connecting Equipment for that Satellite Test Service, provided the Installation is a Standard Installation;
- (b) the provisions of the Fair Use Policy do not apply to any AVC Product Component of that

  Satellite Test Service, unless use of such AVC Product Component contributes to an Adverse

  Network Impact or NBN Co considers that use of the AVC Product Component may contribute to an Adverse Network Impact; and
- (c) notwithstanding any provision of the Service Levels Schedule, no supply or non-supply of that Satellite Test Service, or performance or non-performance of any Activity required or











performed in connection with the Satellite Test Service will be subject to, or contribute to, any Service Level, Operational Target or Performance Objective.

#### 8.3 Subsequent Satellite Test Services

In respect of the second and subsequent Satellite Test Services supplied to Customer:

- (a) notwithstanding any provision of the Price List, no Charge will apply for the Installation of the

  Connecting Equipment for that Satellite Test Service, provided the Installation comprises a

  Standard Installation at a Premises that is within the footprint of the NBN Co Satellite

  Network; and
- (b) except as set out in section 8.3(a), all provisions of this Agreement which apply in connection with an Ordered Product supplied by means of the NBN Co Satellite Network apply in connection with that Satellite Test Service.

# **89** Battery Backup Service

This section 9 describes the Battery Backup Service which is an optional feature available for the NEBS supplied by means of the NBN Co Fibre Network.

- (a) The Battery Backup Service provides battery backup functionality for a UNI port at a Premises in the event of mains power failure which affects the NTD.
- (b) NBN Co will make the Battery Backup Service available for each UNI port where the NEBS is supplied by means of the NBN Co Fibre Network.
- (c) Customer must obtain and retain the Informed Consent of the relevant Designated End User when making a selection to:
  - (i) not receive the Battery Backup Service in respect of a UNI during the OBB Transition Period; and
  - (ii) either receive or not receive the Battery Backup Service in respect of a UNI after the OBB Transition Period.
- (d) Where NBN Co supplies the Battery Backup Service to Customer, the responsibilities of NBN Co and Customer in relation to the battery which supports the Battery Backup Service are:









Responsible party	Obligation
NBN Co	Supply and install the First Battery
	Notify Customer in accordance with any processes set out in the <u>NBN Co</u> <u>Operations Manual</u> if the NTD generates a Battery Missing Alarm or a Replace Battery Alarm
	Give to Customer the First Battery Credit in accordance with the Price List
Customer	Maintain, or arrange for the maintenance of, the First Battery
	Supply, install and maintain (or arrange for the supply, installation and maintenance of) all replacement batteries
	Comply with NBN Co's directions, technical specifications and processes in relation to the maintenance of the First Battery and supply, installation and maintenance of replacement batteries
	Notify the Designated End User of any Battery Missing Alarm or Replace Battery Alarm notified to Customer by NBN Co in accordance with the NBN Co Operations Manual

**Note**: the responsible party is liable for the cost of performing its obligations set out in this section 9(d).









# Part C: General conditions of supply

# 910 CSG and Priority Assistance

This section 10 sets out the circumstances where the NEBS can be used to supply a Downstream Priority Assistance Service or Downstream CSG Service.

#### 9.110.1 Overview

Downstream service	NBN Co Fibre Network NBN Co FTTB Network NBN Co FTTN Network	NBN Co Wireless Network  NBN Co Satellite Network
Downstream Priority Assistance Service	✓	×

#### 9.210.2 Downstream Priority Assistance Services

- (a) Customer may use the NEBS supplied by means of the NBN Co Fibre Network, NBN Co FTTB Network or NBN Co FTTN Network as an input into the supply of a Downstream Priority Assistance Service only where:
  - (i) Customer has given NBN Co prior notice of this use in accordance with the NBN Co Operations Manual; and
  - (ii) the Battery Backup Service is supplied with the relevant Ordered Product where the NEBS is supplied by means of the NBN Co Fibre Network.
- (b) Customer must not use AVC TC-4 to supply a Downstream Priority Assistance Service.
- (c) Customer warrants to NBN Co that a Designated End User has advised Customer or Downstream Customer that they are eligible for Priority Assistance at the time Customer places an order for the Access Components that will be used to supply a Downstream Priority Assistance Service over the NBN Co Fibre Network, NBN Co FTTB Network or NBN Co FTTN Network.
- (d) Customer must notify NBN Co as soon as reasonably practicable, and in any event within 5 Business Days, after it first becomes aware of any Access Components which were ordered to supply a Downstream Priority Assistance Service but are not being used to provide a Downstream Priority Assistance Service over the NBN Co Fibre Network, NBN Co FTTB Network or NBN Co FTTN Network.
- (e) Customer must, on request by NBN Co, conduct an audit of Downstream Priority Assistance Services where NBN Co considers, acting reasonably, that there is a breach of a warranty given by Customer under section 10.2(c).

#### 9.310.3 NEBS supplied over the NBN Co Wireless Network or the NBN Co Satellite Network

(a) Customer must not use, and warrants to NBN Co that it will not use, the NEBS supplied by means of the NBN Co Wireless Network or the NBN Co Satellite Network, or permit any Downstream Customer to use a Customer Product which relies on the NEBS supplied by









means of the NBN Co Wireless Network or the NBN Co Satellite Network as an input, to supply a:

- (i) Downstream CSG Service (including standard telephone services that are subject to customer service guarantees for the purposes of the TCPSS Act); or
- (ii) Downstream Priority Assistance Service.

# **1011** General obligations

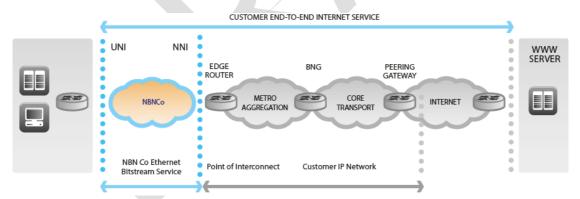
This section 11 sets out some general obligations of NBN Co and Customer which apply in connection with the supply of the NEBS.

#### 10.111.1 Hand back obligations

- (a) Customer must start providing a Customer Product that relies on those Access Components as an input within 4 weeks after the commencement of supply by NBN Co to Customer of the Access Components.
- (b) Customer must place a disconnection order for Access Components as soon as practicable after it has ceased, or proposes to cease, supplying a Customer Product that relies on the Access Components as an input for a continuous period of more than 4 weeks.
- (c) If Customer fails to comply with sections 11.1(a) or 11.1(b), NBN Co may disconnect those Access Components (including any associated Multicast AVC) in accordance with clause F9.2(d) of the <u>Head Terms</u> by giving 5 Business Days' notice to Customer.

#### 10.211.2 Interconnection and network supply chain

(a) The diagram below depicts an example of the NEBS as one part of the overall network supply chain:



- (b) Customer is responsible for:
  - (i) ordering sufficient capacity across the relevant Product Components and Product Features of the NEBS to meet its own capacity requirements in respect of the supply of Customer Products to its Downstream Customers; and
  - (ii) separately acquiring, operating and maintaining all connections made to the Customer-side of the NNI.











#### 10.311.3 End User Equipment and installation activities

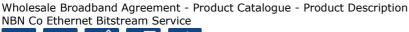
- (a) Customer is responsible for supplying and installing all End User Equipment required for the supply of the NEBS.
- (b) The NBN Co Operations Manual sets out the terms on which NBN Co will perform any Professional Splitter Installation or install Voiceband Continuity requested by Customer in respect of a Premises served by the NBN Co FTTB Network or NBN Co FTTN Network. Professional Splitter Installation and Voiceband Continuity are not Product Components or Product Features of any Product.

#### 1112 NBN Co Network architecture and NEBS boundaries

This section 12 describes the structure of the NBN Co Fibre Network, the NBN Co FITB Network, the NBN Co FITN Network, and the NBN Co Wireless Network and the NBN Co Satellite Network and the boundaries of the NEBS.

#### 11.112.1 NBN Co Network architecture

- (a) In the NBN Co Fibre Network, NBN Co FTTB Network and NBN Co FTTN Network each:
  - (i) Premises at which the NEBS is available is located within an Access Distribution Area (or ADA);
  - (ii) ADA is located within a Serving Area Module (or SAM);
  - (iii) SAM is located in a Fixed line Serving Area (or FSA); and
  - (iv) FSA is located within a Connectivity Serving Area (or CSA).
- (b) In the NBN Co Wireless Network each:
  - (i) Premises at which the NEBS is available is located within a Wireless Serving Area (or WSA); and
  - (ii) WSA is located within a Connectivity Serving Area (or CSA).
- (c) In the NBN Co Satellite Network:
  - (i) each Premises at which the NEBS is available is located within a Beam;
  - (ii) all Premises and Beams are located within a single Connectivity Serving Area (or CSA); and
  - (iii) that single CSA geographically overlaps with the other CSAs that contain Premises served by other NBN Co Network technologies.
- (c)(d) In the NBN Co Network each:
  - (i) CSA is served by one POI; and
  - (ii) POI may serve one or more CSAs.
- (d)(e) Details of the FSA or WSA, CSA and POI serving a Premises are available to Customer on request.













#### 11.212.2 NEBS boundaries

The NEBS carries traffic in respect of a Premises over the NBN Co Fibre Network, NBN Co FTTB Network, NBN Co FTTN Network, or NBN Co Wireless Network or NBN Co Satellite Network between the following boundaries:

- (a) the UNI used to serve that Premises; and
- (b) the NNI that serves the Premises.

#### 11.312.3 NEBS Exclusions

The NEBS does not include:

- (a) facilities access;
- (b) any backhaul transmission, cross connects or cabling from the Customer-side of the NNI;
- (c) a Pre-existing Carrier Side MDF or Customer Side MDF or any remediation work required to a Pre-existing Carrier Side MDF or Customer Side MDF;
- (d) any Common MDU Site Equipment, any in-premises or in-building wiring or cabling that may be required or installed between a UNI used to serve a Premises and any internal wall plate within that Premises;
- (e) any content or applications, including IP transit, Internet gateway connection, any other Customer equipment, BGP routing, soft switching infrastructure and all international connectivity associated with the supply of the NEBS;
- (f) any other end user equipment, such as modems, personal computers, network attached storage solutions, central splitters, in-line splitters and any equipment necessary to receive or interact with multicast data; or
- (g) Voiceband Continuity; or
- (g)(h) any network fault or performance monitoring probe or device supplied by NBN Co in relation to the NBN Co Satellite Network.

#### 11.412.4 Power Outages

- (a) NBN Co may not be able to supply an Ordered Product supplied by means of the NBN Co FTTB Network or NBN Co FTTN Network in the event of a Power Outage:
  - (i) at an MDU Site or affecting any NBN Co Equipment located at that MDU Site; or
  - (ii) affecting an NBN Co Node or any other active equipment that forms part of NBN Co FTTN Network and is not located within a Type 1 Facility or a Type 2 Facility.
- (b) NBN Co's Power Resiliency Policy describes the power resiliency system (if any) which NBN Co utilises in respect of the NBN Co FTTB Network and the NBN Co FTTN Network.

#### 11.512.5 Co-existence Period

NBN Co will disable Downstream Power Back-off in respect of an NBN Co Node when NBN Co is satisfied that Downstream Power Back-off is no longer required in respect of that part of the NBN Co







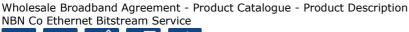


FTTB Network or NBN Co FTTN Network (as the case may be). The Co-existence Period for Ordered Products supplied by means of that NBN Co Node will cease at such time.

# **1213** Speeds, performance and availability

#### 12.113.1 Speeds of Ordered Products

- (a) References to download and upload speeds (PIR and CIR) in this Product Description are to Layer 2 speeds, including where those speeds are expressed as a range, are references to the maximum data throughput that the NBN Co Network is designed to make available to Customer at the UNI used to serve the relevant Premises, and not the minimum data throughput. For example, where the PIR is expressed as a range for a particular bandwidth profile:
  - (i) the maximum data throughput at the UNI used to serve the relevant Premises may peak anywhere in that range; and
  - (ii) may reach a PIR within that range only once during a 24 hour period.
- (b) The speeds actually experienced by Customer, Downstream Customers and End Users will vary and depend upon a number of factors including:
  - (i) the contention ratios that are determined by Customer;
  - (ii) the equipment that is used by Customer, Downstream Customers and End Users (which can also affect the speeds experienced at the UNI used to serve the relevant Premises in respect of products supplied to End Users and end users of Other NBN Co Customers);
  - (iii) the nature and quality of the Customer Product or Downstream Product acquired by Downstream Customers;
  - (iv) in the case of PIR only, the number of simultaneous end users being served by the NBN Co Network;
  - (v) interference caused by the equipment or network of any third party;
  - (vi) any service interference during a Co-Existence Period in respect of an NBN Co Node or any external electrical noise from a source that is not under the control of NBN Co:
  - (vii) the quality of any existing Line, bridge-taps, Pre-Existing Carrier Side MDF,
    Customer Side MDF and in-building cabling used to serve the relevant Premises;
  - (viii) whether an Ordered Product supplied by means of the NBN Co FTTB Network or NBN Co FTTN Network has been placed into a Repair Profile; and
  - (ix) the nature, quality and length of the connection to, and signal reception (including any interference with in building cabling, any weather or line-of-sight interference and wireless signals or any Satellite Limitations) at, or affecting, the relevant Premises.













#### 12.213.2 Performance of Ordered Products

Where an Ordered Product is supplied by means of the NBN Co FTTB Network or NBN Co FTTN Network only, the performance (including stability) actually experienced by Customer, Downstream Customers and End Users will vary and depend upon the factors listed in section 13.1(b).

#### 12.313.3 Interference Mitigation

On and from the implementation of Interference Mitigation, Customer, Downstream Customers and End Users may experience speeds and/or performance significantly less than prior to the relevant Interference Event occurring.

#### **12.413.4** Availability of supply of Product

Notwithstanding anything else in this Product Description, the supply of the NEBS by NBN Co to Customer is subject to the availability of each of the NEBS Product Components and Product Features at the time at which Customer places an order.







