

Discounts, Credits and Rebates Annexure to the **nbn**TM Enterprise Ethernet Price List

Wholesale Broadband Agreement





Discounts, Credits and Rebates Annexure to the **nbn**TM Enterprise Ethernet Price List

Wholesale Broadband Agreement

Version	Description	Effective Date
4.0	First issued version of the Discounts, Credits and Rebates Annexure to the nbn TM Ethernet Price List	1 December 2020
4.1	Amendments to Enterprise Ethernet Channel Incentive Rebate	7 April 2021
4.2	Introduction of Jump Start Incentive Rebate	9 August 2021
4.3	Amendments to Enterprise Ethernet OVC Discount and introduction of Enterprise Ethernet UNI Discount, Enterprise Ethernet Service Modification Discount, Enterprise Ethernet Route Aggregation Discount and Enterprise Ethernet Channel Incentive Rebate 2.0	20 September 2021
4.4	Enterprise Ethernet Term End Discount	20 September 2021
4.5	Extension of Non Standard Installation Charges Waiver	1 December 2021
4.6	Introduction of Enterprise Ethernet Term Discount 2.0	2 November 2021
4.7	Enterprise Ethernet Channel Incentive 2022 Rebate	1 January 2022
4.8	Consequential amendments to Enterprise Ethernet Term End Discount to introduce Enterprise Ethernet Term Discount 2.0	1 March 2022
4.9	Extension of Enterprise Ethernet Term End Discount	24 February 2022
4.x	Withdrawal of 1G+ Enterprise Ethernet Discount	30 June 2023

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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	Details and conditions
Long-term Discounts, Credits, Rebates and Waivers (Part B)				
1.	Enterprise Ethernet Term Discount	A Discount applied to specified Charges associated with nbn™ Enterprise Ethernet Ordered Products for which a specified Minimum Term applies. <i>(Note: nbn will not provide a further Enterprise Ethernet Term Discount, as the Duration for this Discount has expired)</i>	Start Date - 31 October 2021	Section B1.1
2.	1G+ Enterprise Ethernet Discount	A Discount provided in respect of certain nbn™ Enterprise Ethernet Ordered Products to facilitate supply to Premises with high bandwidth requirements.	Start Date - 28 February 2025	Section B1.2
3.	Enterprise Ethernet OVC Discount	A Discount applied to recurring Charges for specified OVC Product Components.	Start Date - 19 September 2023	Section B1.3
4.	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 September 2023	Section B1.4
5.	Enterprise Ethernet Channel Incentive Rebate	A Rebate provided in respect of new orders for specified nbn™ Enterprise Ethernet Ordered Products <i>(Note: nbn will not provide any further Enterprise Ethernet Channel Incentive Rebates, as the Campaign Period for this Rebate has expired - see section B1.5 for further details)</i>	Start Date - 30 June 2021	Section B1.5
6.	Enterprise Ethernet UNI Discount	A Discount applied to recurring Charges for specified UNI Product Components	20 September 2021 - 19 September 2023	Section B1.6

#	Name	Description	Duration	Details and conditions
7.	Enterprise Ethernet Service Modification Discount	A Discount applied to Charges for Modify Orders	20 September 2021 – 19 September 2023	Section B1.7
8.	Enterprise Ethernet Route Aggregation Discount	A Discount applied to recurring Charges for the Route Aggregation Product Feature	20 September 2021 – 19 September 2023	Section B1.8
9.	Enterprise Ethernet Channel Incentive Rebate 2.0	A Rebate provided in respect of new orders for specified nbn™ Enterprise Ethernet Ordered Products	1 October 2021 – 30 April 2022	Section B1.9
10.	Enterprise Ethernet Term End Discount	A Discount applied to specified Charges associated with nbn™ Enterprise Ethernet Ordered Products that: <ul style="list-style-type: none"> • have never been subject to a Minimum Term; or • have been subject to a Modify Order that was Acknowledged after the expiry of the Minimum Term applicable to the relevant nbn™ Enterprise Ethernet Ordered Product. 	20 September 2021 – 30 September 2023	Section B1.10
11.	Enterprise Ethernet Term Discount 2.0	A Discount applied to specified Charges associated with nbn™ Enterprise Ethernet Ordered Products for which a specified Minimum Term applies.	1 November 2021– 30 September 2023	Section B1.11
12.	Enterprise Ethernet Channel Incentive 2022 Rebate	A Rebate provided in respect of new orders for specified nbn™ Enterprise Ethernet Ordered Products	1 January 2022 – 30 September 2022	Section B1.12

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

#	Name	Description	Duration	Details and conditions
Short-term Discounts, Credits, Rebates and Waivers (Part C)				
13.	Enterprise Ethernet Jump Start Incentive Rebate	A Rebate provided in respect of new orders for specified nbn™ Enterprise Ethernet Ordered Products	9 August 2021 – 30 November 2021	Section C1.1
14.	Business First Rebate	A Rebate provided in respect of new orders for specified nbn™ Ethernet and nbn™ Enterprise Ethernet Ordered Products. <i>(Note: nbn will not provide any further Business First Rebates, as the Campaign Period for this Rebate has expired – see section C1.5 of the nbn™ Ethernet Discounts, Credits and Rebates Annexure for further details)</i>	Start Date – 31 March 2021	See the nbn™ Ethernet Discounts, Credits and Rebates Annexure

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**TM 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**TM 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 TM Enterprise Ethernet	Discount
24 Months	Standard Installation Charge	75%
	Recurring Charge for the OVC Product Component	10%
	Recurring Charge for the UNI Product Component	10%
	Recurring Charge for the Route Aggregation Product Feature	10%
36 Months	Standard Installation Charge	100%
	Recurring Charge for the OVC Product Component	15%
	Recurring Charge for the UNI Product Component	15%
	Recurring Charge for the Route Aggregation Product Feature	15%

- (c) If the Enterprise Ethernet OVC Discount in section B1.3.1 applies to an OVC Product Component of an **nbn**TM Enterprise Ethernet Ordered Product on the date of the relevant Order Acknowledgement for that **nbn**TM 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 B1.3.1, rather than applying to the corresponding Charge in the [Price List for **nbn**TM Enterprise Ethernet](#).

B1.1.2 Special Conditions

Duration of each Enterprise Ethernet Term Discount

- (a) Each discounted Charge that applies to an **nbn**TM Enterprise Ethernet Ordered Product under section B1.1.1 will continue to apply to that **nbn**TM Enterprise Ethernet Ordered Product for as long as **nbn** supplies that **nbn**TM Enterprise Ethernet Ordered Product until the earlier of:
- (i) the date on which that **nbn**TM Enterprise Ethernet Ordered Product becomes eligible for the Enterprise Ethernet Term End Discount; and
 - (ii) the date on which **nbn** withdraws or amends the [nbnTM 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(g)(iii)(C) of the [Head Terms](#), **nbn** will give not less than 6 months' notice to RSP.

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

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

B1.1.3 Process to Claim

nbn will automatically apply any applicable Enterprise Ethernet Term Discount.

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

~~The details and conditions in section B1.2 apply in respect of the 1G+ Enterprise Ethernet Discount described in Part A.~~

~~B1.2 1G+ Enterprise Ethernet Discount~~

~~B1.2.1 Discounts and waiver~~

~~(a) Subject to the terms of this section B1.2, nbn will apply an effective Charge for High Bandwidth and Associated UNIs as follows:~~

~~(i) an effective recurring Charge for High Bandwidth as follows:~~

High Bandwidth acquired (in symmetrical Gbps)	Charge
2	\$988.00
3	\$1,162.80
4	\$1,307.20

~~(ii) an effective recurring Charge for Associated UNIs:~~

Charge
\$0

~~(b) For the purposes of this section B1.2:~~

~~(i) **High Bandwidth** means the acquisition by RSP of aggregate OVC CoS-H bandwidth profiles equal to 2 Gbps, 3 Gbps or 4 Gbps in multiple High Bandwidth OVCS supplied at the same time, to the same point in the same Premises, for the same End User;~~

~~(ii) **High Bandwidth OVC** means a 1000 Mbps CoS-H bandwidth profile OVC; and~~

~~(iii) **Associated UNI** means:~~

~~(A) the UNI associated with the second of a group of High Bandwidth OVCS; and~~

~~(B) to the extent relevant, the UNI associated with the third and fourth of a group of High Bandwidth OVCS.~~

~~(c) Subject to section B1.2.2(a), the effective recurring Charge for High Bandwidth will be applied as discounts to the recurring Charges for each High Bandwidth OVC.~~

~~**Note:** Each component 1000 Mbps bandwidth profile operates at less than 1000 Mbps because of normal equipment and network overheads. For further detail, see the **nbn**TM Enterprise Ethernet Product Description and **nbn**TM Enterprise Ethernet Product Technical Specification.~~

~~B1.2.2 Eligibility~~

- ~~(a) High Bandwidth may include a maximum of one High Bandwidth OVC with an Order Acknowledgement date before the EE Price Transition Date, in which case the effective recurring Charge for High Bandwidth will be applied as follows:~~
- ~~(i) the recurring Charge that is set out in the Price Confirmation for the High Bandwidth OVC with an Order Acknowledgement before the EE Price Transition Date will apply to that High Bandwidth OVC; and~~
 - ~~(ii) the effective recurring Charge will be applied as discounts to the recurring Charges for the remaining High Bandwidth OVCs.~~
- ~~(b) If RSP acquires five or more High Bandwidth OVCs (and Associated UNIs) at the same time, to the same point in the same Premises, for the same End User, **nbn** will:~~
- ~~(i) apply the effective Charges under section B1.2.1 in respect of the first four High Bandwidth OVCs and Associated UNIs; and~~
 - ~~(ii) not apply the effective Charges under section B1.2.1 in respect of the fifth and subsequent High Bandwidth OVCs and Associated UNIs.~~
- ~~(c) If an OVC or UNI ceases to qualify as a High Bandwidth OVC or Associated UNI (respectively) during a Billing Period, **nbn** will only apply the relevant effective Charges under section B1.2.1(a) on a pro-rata daily basis in that Billing Period for the portion of the Billing Period during which the OVC or UNI was a High Bandwidth OVC or Associated UNI (as applicable).~~

~~B1.2.3 Interaction with other Discounts, Credits, Rebates and Waivers~~

~~If an Enterprise Ethernet Term Discount applies to a High Bandwidth OVC, the Enterprise Ethernet Term Discount will be applied after the application of this 1G+ Enterprise Ethernet Discount.~~

~~B1.2.4 Extensions, withdrawals and variations~~

~~For changes to this 1G+ Enterprise Ethernet Discount that are permitted under clause F4.9(g)(iii)(C) of the Head Terms, **nbn** will give 12 months' notice to RSP and will make available High Bandwidth that is:~~

- ~~(a) supplied through one or more OVC CoS-H bandwidth profiles higher than 1000 Mbps;~~
- ~~(b) subject to effective recurring charges which are equivalent or lower than the effective recurring Charges set out in section B1.2.1(a)(i) for equivalent amounts of High Bandwidth; and~~
- ~~(c) introduced on or before the effective date of that change.~~

Note: ~~Section B1.2.4 provides for a longer minimum notice period for specified changes than the minimum notice period that otherwise applies under the Head Terms. Minimum notice periods for other changes, set out in other clauses of the Head Terms, are unaffected.~~

~~B1.2.5 Process to Claim~~

~~(a) nbn will automatically apply any applicable discount or waiver under this section B1.2.~~

Note: ~~RSP does not need to submit any Credit/Rebate Claim Form in respect of this 1G Enterprise Ethernet Discount.~~

The details and conditions in section B1.3 apply in respect of the Enterprise Ethernet OVC Discount described in Part A.

~~B1.3~~B1.2 Enterprise Ethernet OVC Discount

~~B1.3.1~~B1.2.1 Enterprise Ethernet OVC Discount details

(a) Subject to the terms of this section B1.3, for each OVC Product Component of each **nbn**[™] Enterprise Ethernet Ordered Product for which Order Acknowledgement occurs:

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

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

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

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

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

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

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

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

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

Bandwidth profile (Symmetrical Mbps)	Effective recurring Charge*		
	CoS-L	CoS-M	CoS-H
800	\$480.00	\$553.00	\$625.00
900	\$490.00	\$564.00	\$638.00
1000	\$500.00	\$575.00	\$650.00

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

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

~~B1.3.2~~[B1.2.2](#) Interaction with other Discounts, Credits, Rebates and Waivers

If an Enterprise Ethernet Term Discount under section B1.1.1 applies to an OVC Product Component of an **nbn**™ Enterprise Ethernet Ordered Product, the Enterprise Ethernet Term Discount will be applied to the effective recurring Charges set out in section B1.3.1.

~~B1.3.3~~[B1.2.3](#) Amendments, suspensions and withdrawals

- (a) Subject to section B1.3.3(b), for changes to the Initial OVC Discount or Subsequent OVC Discount that are permitted under clause F4.9(g)(iii)(C) of the [Head Terms](#), **nbn** will give not less than 6 months' notice.

Note: Section B1.3.3(a) provides for a longer minimum notice period for specified changes than the minimum notice period that otherwise applies under the [Head Terms](#). Minimum notice periods for other changes, set out in other clauses of the [Head Terms](#), are unaffected.

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

~~B1.3.4~~[B1.2.4](#) Process to Claim

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

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

The details and conditions in section B1.4 apply in respect of the Non Standard Installation Charges Waiver described in Part A.

~~B1.4~~B1.3 Non Standard Installation Charges Waiver

~~B1.4.1~~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.

~~B1.4.2~~B1.3.2 Process to claim

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

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

The details and conditions in section B1.5 apply in respect of the Enterprise Ethernet Channel Incentive Rebate described in Part A.

B1.5B1.4 Enterprise Ethernet Channel Incentive Rebate

B1.5.1B1.4.1 Rebate details

- (a) Subject to the terms of this section B1.5, **nbn** will provide an Enterprise Ethernet Channel Incentive Rebate to RSP, calculated in accordance with the table below, for each Enterprise Ethernet Channel Incentive Order submitted by RSP for one or more **nbn**TM Enterprise Ethernet OVC Product Components listed in the table below:

Bandwidth profile (Symmetrical Mbps) ¹	Enterprise Ethernet Channel Incentive Rebate (excluding GST) ^{2, 3, 4}
10, 20, 30, 40, 50, 60, 70, 80, 90, 100, 150, 200, 250	\$600
300, 350, 400, 450, 500, 600, 700, 800, 900, 1000	\$1000

Notes:

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

- (b) For the purposes of this section B1.5:
- (i) **Enterprise Ethernet Channel Incentive Order** means a Connect Order for one or more OVC Product Components of **nbn**TM Enterprise Ethernet that is:
- (A) placed through the **nbn**TM Enterprise Ethernet Service Portal or B2B Access;
 - (B) Acknowledged during the Campaign Period; and

- (C) Completed on or before 31 August 2021.
- (ii) **Business Unit** means, in respect of RSP and as identified by RSP in accordance with the processes notified by **nbn**, each business unit, division or department within RSP's organisation through which RSP markets, sells and supplies RSP Products, which may include a business unit, division or department specific to:
 - (A) wholesale RSP Products;
 - (B) retail RSP Products;
 - (C) RSP Products for enterprise and government End Users;
 - (D) RSP Products for small-medium business End Users; or
 - (E) RSP Products for residential End Users.
- (iii) **Campaign Period** means the period from 1 December 2020 to 30 June 2021;
- (iv) **Sales Activity Plan** means, in respect of one or more Business Units, a sales activity plan prepared by RSP in the form prescribed by **nbn** from time to time and in accordance with section B1.5.3; and
- (v) **Term** means the duration of this Enterprise Ethernet Channel Incentive Rebate as set out in Part A and as amended from time to time in accordance with the terms of this Enterprise Ethernet Channel Incentive Rebate.

~~B1.5.2~~B1.4.2 Enterprise Ethernet Channel Incentive Orders to which this Rebate relates

- (a) Subject to section B1.5.2(b), **nbn** will only provide an Enterprise Ethernet Channel Incentive Rebate in respect of an Enterprise Ethernet Channel Incentive Order if:
 - (i) RSP has submitted to **nbn**, for **nbn**'s approval, a Sales Activity Plan in respect of the Business Unit to which the Enterprise Ethernet Channel Incentive Order relates by at least the 20th day of the month immediately preceding the month in which the Enterprise Ethernet Channel Incentive Order was Acknowledged by **nbn**; and
 - (ii) **nbn** has approved the Sales Activity Plan by at least the 1st day of the month in which the Enterprise Ethernet Channel Incentive Order was Acknowledged by **nbn**.

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

- (b) The Enterprise Ethernet Channel Incentive Rebate does not apply to any Enterprise Ethernet Channel Incentive Order:

- (i) in respect of a Premises at which **nbn**:
 - (A) is already supplying any **nbn**[™] Ethernet AVC TC-2 Product Component at the time the Enterprise Ethernet Channel Incentive Order is Completed; or
 - (B) has at any time between 1 September 2020 and the expiry of the Campaign Period supplied any **nbn**[™] Ethernet AVC TC-2 Product Component;
- (ii) in respect of a Premises at which **nbn**:
 - (A) is already supplying any OVC Product Component at the time the Enterprise Ethernet Channel Incentive Order is Completed; or
 - (B) has at any time between 1 September 2020 and the expiry of the Campaign Period supplied any OVC Product Component; or
- (iii) if within three months of the Enterprise Ethernet Channel Incentive Order being Completed, it is subject to:
 - (A) a Disconnect Order; or
 - (B) a Modify Order resulting in a lower bandwidth profile.

~~B1.5.3~~B1.4.3 Sales Activity Plan

- (a) **nbn** will approve RSP's Sales Activity Plan by notice to RSP if **nbn** is satisfied that either the whole amount of any Enterprise Ethernet Channel Incentive Rebates paid by **nbn** to RSP will be paid by RSP to RSP's sales representatives or sales channels in the form of sales incentives, commissions or similar initiatives, or the activities described in the Sales Activity Plan otherwise meet **nbn**'s objective of incentivising sales of RSP Products and Downstream Products which rely on **nbn**[™] Enterprise Ethernet Ordered Products to which this Enterprise Ethernet Channel Incentive Rebate relates.
- (b) RSP must provide to **nbn** on request any further information and assistance requested by **nbn** in respect of any Sales Activity Plan submitted by RSP, including as required to:
 - (i) enable **nbn** to determine whether to approve the Sales Activity Plan pursuant to section B1.5.3(a); and
 - (ii) evidence RSP's achievement of the sales milestones and compliance with any other commitments specified in the Sales Activity Plan following its approval.
- (c) If RSP fails to:
 - (i) achieve any sales milestone specified in an approved Sales Activity Plan;

- (ii) comply with any commitments by RSP as specified in an approved Sales Activity Plan;
- (iii) promptly provide the information and assistance referred to in section B1.5.3(b)(ii) to **nbn**'s reasonable satisfaction; or
- (iv) in **nbn**'s reasonable opinion, comply with the objectives of the Enterprise Ethernet Channel Incentive Rebate,

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

- (v) consult with RSP with a view to resolving the situation (which may, for example, include approving an amended Sales Activity Plan or requiring RSP to take certain actions or refrain from taking certain actions);
- (vi) determine not to pay any accrued Enterprise Ethernet Channel Incentive Rebates to RSP, including any Enterprise Ethernet Channel Incentive Rebates which RSP would, but for this section B1.5.3(c), be eligible to receive; and
- (vii) determine that RSP is ineligible to receive any future Enterprise Ethernet Channel Incentive Rebates.

B1.5.4**B1.4.4** Enterprise Ethernet Channel Incentive Rebate Cap

- (a) For Enterprise Ethernet Channel Incentive Orders Acknowledged before 7 April 2021, **nbn** will only pay Enterprise Ethernet Channel Incentive Rebates in respect of a maximum of 10 Premises per End User to whom RSP and any Downstream Service Provider supplies RSP Products and Downstream Products.
- (b) For Enterprise Ethernet Channel Incentive Orders Acknowledged on or after 7 April 2021, **nbn** will only pay Enterprise Ethernet Channel Incentive Rebates in respect of a maximum of 350 Premises per End User to whom RSP and any Downstream Service Provider supplies RSP Products and Downstream Products.
- (c) In calculating whether the cap referred to in section B1.5.4(b) has been reached in respect of an End User, **nbn** will take into account Enterprise Ethernet Channel Incentive Rebates paid or payable in relation to Enterprise Ethernet Channel Incentive Orders Acknowledged both before and after 7 April 2021.
- (d) If either of the caps referred to in section B1.5.4(a) and section B1.5.4(b) are reached in respect of an End User:
 - (i) RSP must promptly notify **nbn**; and
 - (ii) for the period in which the relevant cap applies, RSP will not be eligible for, and **nbn** will not pay, any further Enterprise Ethernet Channel Incentive Rebates for any other Enterprise Ethernet Channel Incentive Orders placed by RSP in connection with that End User in excess of that cap.

B1.5.5**B1.4.5** Process to Claim

- (a) **nbn** will automatically apply this Enterprise Ethernet Channel Incentive Rebate in accordance with the table below:

For Enterprise Ethernet Channel Incentive Orders Completed:	nbn will automatically apply this rebate to an invoice issued to RSP by:
between the Start Date and 28 February 2021 (inclusive)	31 March 2021
after 28 February 2021	the last day of the month immediately following the month in which the relevant Enterprise Ethernet Channel Incentive Order is Completed.

- (b) If **nbn** pays any Enterprise Ethernet Channel Incentive Rebates in respect of any Enterprise Ethernet Channel Incentive Order to which the Enterprise Ethernet Channel Incentive Rebate does not apply under this section B1.5, including pursuant to sections B1.5.2(b) or B1.5.3(c), **nbn** may, at any time prior to 30 October 2021, adjust the amount of any subsequent invoice it issues to RSP to recover an amount equal to any such Enterprise Ethernet Channel Incentive Rebates paid by **nbn**.

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

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

~~B1.6~~B1.5 Enterprise Ethernet UNI Discount

~~B1.6.1~~B1.5.1 Enterprise Ethernet UNI Discount details

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

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

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

~~B1.6.2~~B1.5.2 Interaction with other Discounts, Credits, Rebates and Waivers

If an Enterprise Ethernet Term Discount under section B1.1.1 applies to a UNI Product Component of an **nbn**TM Enterprise Ethernet Ordered Product, the Enterprise Ethernet Term Discount will be applied to the effective recurring Charges set out in section B1.6.1.

~~B1.6.3~~B1.5.3 Amendments, suspensions and withdrawals

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

~~B1.6.4~~B1.5.4 Process to Claim

nbn will automatically apply this Enterprise Ethernet UNI Discount.

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

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

~~B1.7~~**B1.6** Enterprise Ethernet Service Modification Discount

~~B1.7.1~~**B1.6.1** Details

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

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

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

~~B1.7.2~~**B1.6.2** Process to Claim

nbn will automatically apply this Enterprise Ethernet Service Modification Discount.

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

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

~~B1.8~~B1.7 Enterprise Ethernet Route Aggregation Discount

~~B1.8.1~~B1.7.1 Enterprise Ethernet Route Aggregation Discount details

- (a) Subject to the terms of this section B1.8, for each **nbn**[™] Enterprise Ethernet Route Aggregation Product Feature for which Order Acknowledgement occurs during the term of this Enterprise Ethernet Route Aggregation Discount, **nbn** will apply a discount to achieve an effective recurring Charge per Billing Period as set out in the table below:

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

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

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

B1.8.2B1.7.2 [Interaction with other Discounts, Credits, Rebates and Waivers](#)

If an Enterprise Ethernet Term Discount under section B1.1.1 applies to a Route Aggregation Product Feature of an **nbn**™ Enterprise Ethernet Ordered Product, the Enterprise Ethernet Term Discount will be applied to the effective recurring Charges set out in section B1.8.1.

B1.8.3B1.7.3 [Amendments, suspensions and withdrawals](#)

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

B1.8.4B1.7.4 [Process to Claim](#)

nbn will automatically apply this Enterprise Ethernet Route Aggregation Discount.

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

The details and conditions in section B1.9 apply in respect of the Enterprise Ethernet Channel Incentive Rebate 2.0 described in Part A.

~~B1.9~~B1.8 Enterprise Ethernet Channel Incentive Rebate 2.0

~~B1.9.1~~B1.8.1 Rebate details

- (a) Subject to the terms of this section B1.9, **nbn** will provide an Enterprise Ethernet Channel Incentive Rebate 2.0 to RSP, calculated in accordance with the table below, for each Enterprise Ethernet Channel Incentive 2.0 Order submitted by RSP for one or more **nbn**TM Enterprise Ethernet OVC Product Components listed in the table below:

Bandwidth profile (Symmetrical Mbps) ¹	Enterprise Ethernet Channel Incentive Rebate 2.0 (excluding GST) ^{2, 3, 4}
10, 20, 30, 40, 50, 60, 70, 80, 90, 100, 150, 200, 250	\$600.00
300, 350, 400, 450, 500, 600, 700, 800, 900, 1000	\$1000.00

Notes:

1. The bandwidth profile of (and Rebate applicable to) an **nbn**TM Enterprise Ethernet OVC Product Component will be determined as at the time **nbn** Completes the Enterprise Ethernet Channel Incentive 2.0 Order for that Product Component.
2. OVC bandwidth profiles are available in three Classes of Service: CoS-L (EIR), CoS-M (CIR and EIR at a 1:3 ratio) and CoS-H (CIR). The Enterprise Ethernet Channel Incentive Rebate 2.0 for a specific bandwidth profile in the table above applies in respect of that bandwidth profile for any of these Classes of Service.
3. If an Enterprise Ethernet Channel Incentive 2.0 Order is for an OVC with more than one Class of Service, then the Enterprise Ethernet Channel Incentive Rebate 2.0 that applies will be the Enterprise Ethernet Channel Incentive Rebate for the highest bandwidth profile of any of the Classes of Service.
4. If an Enterprise Ethernet Channel Incentive 2.0 Order is for more than one OVC, then the Enterprise Ethernet Channel Incentive Rebate that applies will be the Enterprise Ethernet Channel Incentive Rebate 2.0 for the highest bandwidth profile of any of the Classes of Service across all of those OVCs. The Enterprise Ethernet Channel Incentive Rebate 2.0 will not apply to the other Classes of Services and other OVCs which form part of that Enterprise Ethernet Channel Incentive 2.0 Order.

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

- (i) **Enterprise Ethernet Channel Incentive 2.0 Order** means a Connect Order for one or more OVC Product Components of **nbn**TM Enterprise Ethernet that is:
- (A) placed through the **nbn**TM Enterprise Ethernet Service Portal or B2B Access;
 - (B) Acknowledged during the Campaign Period; and
 - (C) Completed on or before 30 April 2022.

- (ii) **Enterprise Ethernet Channel Incentive Rebate** means:
 - (A) the “Enterprise Ethernet Channel Incentive Rebate” made available under section B1.5, which ended on 30 June 2021; or
 - (B) any “Enterprise Ethernet Channel Incentive Rebate” made available to RSP through a letter agreement between RSP and **nbn**.
- (iii) **Business Unit** means, in respect of RSP and as identified by RSP in accordance with the processes notified by **nbn**, each business unit, division or department within RSP’s organisation through which RSP markets, sells and supplies RSP Products, which may include a business unit, division or department specific to:
 - (A) wholesale RSP Products;
 - (B) retail RSP Products;
 - (C) RSP Products for enterprise and government End Users;
 - (D) RSP Products for small-medium business End Users; or
 - (E) RSP Products for residential End Users.
- (iv) **Campaign Period** means the period from 1 October 2021 to 31 December 2021; and
- (v) **Sales Activity Plan** means, in respect of one or more Business Units, a sales activity plan prepared by RSP in the form prescribed by **nbn** from time to time in accordance with section B1.9.3.

B1.9.2B1.8.2 Enterprise Ethernet Channel Incentive 2.0 Orders to which this Rebate relates

- (a) Subject to section B1.9.2(b), **nbn** will only provide an Enterprise Ethernet Channel Incentive Rebate 2.0 in respect of an Enterprise Ethernet Channel Incentive 2.0 Order if:
 - (i) RSP has submitted to **nbn**, for **nbn**’s approval, a Sales Activity Plan in respect of the Business Unit to which the Enterprise Ethernet Channel Incentive 2.0 Order relates by at least the 20th day of the month immediately preceding the month in which the Enterprise Ethernet Channel Incentive 2.0 Order was Acknowledged by **nbn**; and
 - (ii) **nbn** has approved the Sales Activity Plan by at least the 1st day of the month in which the Enterprise Ethernet Channel Incentive 2.0 Order was Acknowledged by **nbn**.

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

- (b) The Enterprise Ethernet Channel Incentive Rebate 2.0 does not apply to any Enterprise Ethernet Channel Incentive 2.0 Order:
- (i) in respect of a Premises at which **nbn**:
 - (A) is already supplying any **nbn**[™] Ethernet AVC TC-2 Product Component at the time the Enterprise Ethernet Channel Incentive 2.0 Order is Completed; or
 - (B) has at any time between 1 September 2020 and the expiry of the Campaign Period supplied any **nbn**[™] Ethernet AVC TC-2 Product Component;
 - (ii) in respect of a Premises at which **nbn**:
 - (A) is already supplying any OVC Product Component at the time the Enterprise Ethernet Channel Incentive 2.0 Order is Completed; or
 - (B) has at any time between 1 September 2020 and the expiry of the Campaign Period supplied any OVC Product Component; or
 - (iii) if within three months of the Enterprise Ethernet Channel Incentive 2.0 Order being Completed, it is subject to:
 - (A) a Disconnect Order; or
 - (B) a Modify Order resulting in a lower bandwidth profile.

~~B1.9.3~~**B1.8.3** Sales Activity Plan

- (a) **nbn** will approve RSP's Sales Activity Plan by notice to RSP if **nbn** is satisfied that either the whole amount of any Enterprise Ethernet Channel Incentive Rebates 2.0 paid by **nbn** to RSP will be paid by RSP to RSP's sales representatives or sales channels in the form of sales incentives, commissions or similar initiatives, or the activities described in the Sales Activity Plan otherwise meet **nbn**'s objective of incentivising sales of RSP Products and Downstream Products which rely on **nbn**[™] Enterprise Ethernet Ordered Products to which this Enterprise Ethernet Channel Incentive Rebate 2.0 relates.
- (b) RSP must provide to **nbn** on request any further information and assistance requested by **nbn** in respect of any Sales Activity Plan submitted by RSP, including as required to:
- (i) enable **nbn** to determine whether to approve the Sales Activity Plan pursuant to section B1.9.3(a); and
 - (ii) evidence RSP's achievement of the sales milestones and compliance with any other commitments specified in the Sales Activity Plan following its approval.

- (c) If **nbn** has previously approved a “Sales Activity Plan” under an Enterprise Ethernet Channel Incentive Rebate, such “Sales Activity Plan” will be deemed to have been approved by **nbn** under section B1.9.3(a) of this Enterprise Ethernet Channel Incentive Rebate 2.0.
- (d) If RSP fails to:
 - (i) achieve any sales milestone specified in an approved Sales Activity Plan;
 - (ii) comply with any commitments by RSP as specified in an approved Sales Activity Plan;
 - (iii) promptly provide the information and assistance referred to in section B1.9.3(b) to **nbn**’s reasonable satisfaction; or
 - (iv) in **nbn**’s reasonable opinion, comply with the objectives of the Enterprise Ethernet Channel Incentive Rebate,then **nbn** may do one or more of the following:
 - (v) consult with RSP with a view to resolving the situation (which may, for example, include approving an amended Sales Activity Plan or requiring RSP to take certain actions or refrain from taking certain actions);
 - (vi) determine not to pay any accrued Enterprise Ethernet Channel Incentive Rebates to RSP, including any Enterprise Ethernet Channel Incentive Rebates which RSP would, but for this section B1.9.3(c), be eligible to receive; and
 - (vii) determine that RSP is ineligible to receive any future Enterprise Ethernet Channel Incentive Rebates 2.0.

~~B1.9.4~~**B1.8.4** Enterprise Ethernet Channel Incentive Rebate Cap

- (a) **nbn** will only pay Enterprise Ethernet Channel Incentive Rebates in respect of a maximum of 350 Premises per End User to whom RSP and any Downstream Service Provider supplies RSP Products and Downstream Products.
- (b) If the cap referred to in section B1.9.4(a) is reached in respect of an End User:
 - (i) RSP must promptly notify **nbn**; and
 - (ii) RSP will not be eligible for, and **nbn** will not pay, any further Enterprise Ethernet Channel Incentive Rebates 2.0 for any other Enterprise Ethernet Channel Incentive 2.0 Orders placed by RSP in connection with that End User in excess of the cap.

~~B1.9.5~~**B1.8.5** Process to Claim

- (a) **nbn** will automatically apply this Enterprise Ethernet Channel Incentive Rebate 2.0 on the last day of the month immediately following the month in which the relevant Enterprise Ethernet Channel Incentive 2.0 Order is Completed.

- (b) If **nbn** pays any Enterprise Ethernet Channel Incentive Rebates 2.0 in respect of any Enterprise Ethernet Channel Incentive 2.0 Order to which the Enterprise Ethernet Channel Incentive Rebate 2.0 does not apply under this section B1.9, including pursuant to sections B1.9.3(c) or B1.9.4(b), **nbn** may, at any time prior to 30 April 2022, adjust the amount of any subsequent invoice it issues to RSP to recover an amount equal to any such Enterprise Ethernet Channel Incentive Rebates 2.0 paid by **nbn**.

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

The details and conditions in section B1.10 apply in respect of the Enterprise Ethernet Term End Discount described in Part A.

~~B1.10~~B1.9 Enterprise Ethernet Term End Discount

~~B1.10.1~~B1.9.1 Enterprise Ethernet Term End Discount details

- (a) Subject to the terms of this section B1.10, a discounted Charge will apply for each OVC, UNI and Route Aggregation for each **nbn**TM Enterprise Ethernet Ordered Product that:
- (i) has never been subject to a Minimum Term; or
 - (ii) was initially subject to a Minimum Term but was subsequently subject to a Modify Order that was Acknowledged after both:
 - (A) the expiry of the Minimum Term applicable to that **nbn**TM Enterprise Ethernet Ordered Product; and
 - (B) the EE Term Simplification Date.
- (b) Subject to section B1.10.1(c), the discounted Charge applied under section B1.10.1(a) will be the applicable Charge in the Price List for **nbn**TM Enterprise Ethernet on the date of the relevant Order Acknowledgement less the corresponding Discount in the following table on the date of the relevant Order Acknowledgement:

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

- (c) If the Enterprise Ethernet OVC Discount in section B1.3.1 applies to an OVC Product Component of an **nbn**TM Enterprise Ethernet Ordered Product on the date of the relevant Order Acknowledgement for that **nbn**TM Enterprise Ethernet Ordered Product, the discount under section B1.10.1(a) will be applied to the effective Charge for that OVC Product Component under section B1.3.1, rather than applying to the corresponding Charge under the **nbn**TM Enterprise Ethernet Price List.

~~B1.10.2~~B1.9.2 Duration of Enterprise Ethernet Term End Discount

Subject to any change to the [nbnTM Enterprise Ethernet Price List](#) or this **nbn**TM Enterprise Ethernet Discounts, Credits and Rebates Annexure, each discounted Charge under section B1.10.1 will apply to an **nbn**TM Enterprise Ethernet Ordered Product on and from the date on which that **nbn**TM Enterprise Ethernet Ordered Product first satisfies the eligibility criteria in section B1.10.1(a).

~~B1.10.3~~**B1.9.3** Interaction with Enterprise Ethernet Term Discount

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

Note: Under section B1.1.2(a) or B1.10.2(a), an **nbn**TM Enterprise Ethernet Ordered Product ceases to be eligible for an Enterprise Ethernet Term Discount or Enterprise Ethernet Term Discount 2.0 (as applicable) if it is eligible for this Enterprise Ethernet Term End Discount.

~~B1.10.4~~**B1.9.4** Amendments, suspensions and withdrawals

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

Note: Section B1.10.4 provides for a longer minimum notice period for specified changes than the minimum notice period that otherwise applies under the [Head Terms](#). Minimum notice periods for other changes, set out in other clauses of the [Head Terms](#), are unaffected.

~~B1.10.5~~**B1.9.5** Process to Claim

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

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

The details and conditions in section B1.11 apply in respect of the Enterprise Ethernet Term Discount 2.0 described in Part A.

~~B1.11~~B1.10 Enterprise Ethernet Term Discount 2.0

~~B1.11.1~~B1.10.1 Enterprise Ethernet Term Discount 2.0 details

- (a) Subject to the terms of this section B1.11, a discounted Charge will apply for each Standard Installation, OVC, UNI and Route Aggregation for each **nbn**TM 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 B1.11 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 B1.11.2(a)(i).

- (b) Subject to section B1.11.1(c), the discounted Charge applied under section B1.1.1(a) will be the applicable Charge in the Price List for **nbn**TM 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 TM Enterprise Ethernet	Discount
24 Months	Standard Installation Charge	75%
	Recurring Charge for the OVC Product Component	10%
	Recurring Charge for the UNI Product Component	10%
	Recurring Charge for the Route Aggregation Product Feature	10%
36 Months	Standard Installation Charge	100%
	Recurring Charge for the OVC Product Component	15%
	Recurring Charge for the UNI Product Component	15%
	Recurring Charge for the Route Aggregation Product Feature	15%

- (c) If the Enterprise Ethernet OVC Discount in section B1.3.1 applies to an OVC Product Component of an **nbn**TM Enterprise Ethernet Ordered Product on the date of the relevant Order Acknowledgement for that **nbn**TM Enterprise Ethernet Ordered Product, the discount under section

B1.11.1(a) will be applied to the effective Charge for that OVC Product Component under section B1.3.1, rather than applying to the corresponding Charge in the [Price List for nbn™ Enterprise Ethernet](#).

~~B1.11.2~~**B1.10.2** [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 B1.11.1 will continue to apply to that **nbn™** Enterprise Ethernet Ordered Product for as long as **nbn** supplies that **nbn™** Enterprise Ethernet Ordered Product until the earlier of:
 - (i) the date on which that **nbn™** Enterprise Ethernet Ordered Product becomes eligible for the Enterprise Ethernet Term End Discount; and
 - (ii) the date on which **nbn** withdraws or amends the [nbn™ Enterprise Ethernet Price List](#) or the applicable discount in section B1.11.1(b).

Amendments, suspensions and withdrawals

- (b) Subject to section B1.11.2(c), for changes to this Enterprise Ethernet Term Discount 2.0 that are permitted under clause F4.9(g)(iii)(C) of the [Head Terms](#), **nbn** will give not less than 6 months' notice to RSP.

Note: Section B1.11.2(b) provides for a longer minimum notice period for specified changes than the minimum notice period that otherwise applies under the [Head Terms](#). Minimum notice periods for other changes, set out in other clauses of the [Head Terms](#), are unaffected.

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

~~B1.11.3~~**B1.10.3** [Process to Claim](#)

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

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

The details and conditions in section B1.12 apply in respect of the Enterprise Ethernet Channel Incentive 2022 Rebate described in Part A.

~~B1.12~~B1.11 Enterprise Ethernet Channel Incentive 2022 Rebate

~~B1.12.1~~B1.11.1 Rebate details

- (a) Subject to the terms of this section B1.12, **nbn** will provide an Enterprise Ethernet Channel Incentive 2022 Rebate to RSP, calculated in accordance with the table below, for each Enterprise Ethernet Channel Incentive 2022 Rebate Order submitted by RSP for one or more **nbn**TM Enterprise Ethernet OVC Product Components listed in the table below:

Bandwidth profile (Symmetrical Mbps) ¹	Enterprise Ethernet Channel Incentive 2022 Rebate (excluding GST) ^{2, 3, 4}
10, 20, 30, 40, 50, 60, 70, 80, 90, 100, 150, 200, 250	\$500
300, 350, 400, 450, 500, 600, 700, 800, 900, 1000	\$1500

Notes:

1. The bandwidth profile of (and Rebate applicable to) an **nbn**TM Enterprise Ethernet OVC Product Component will be determined as at the time **nbn** completes the Enterprise Ethernet Channel Incentive Rebate 2022 Order for that Product Component.
2. OVC bandwidth profiles are available in three Classes of Service: CoS-L (EIR), CoS-M (CIR and EIR at a 1:3 ratio) and CoS-H (CIR). The Enterprise Ethernet Channel Incentive 2022 Rebate for a specific bandwidth profile in the table above applies in respect of that bandwidth profile for any of these Classes of Service.
3. If an Enterprise Ethernet Channel Incentive 2022 Rebate Order is for an OVC with more than one Class of Service, then the Enterprise Ethernet Channel Incentive 2022 Rebate that applies will be the Enterprise Ethernet Channel Incentive 2022 Rebate for the highest bandwidth profile of any of the Classes of Service.
4. If an Enterprise Ethernet Channel Incentive 2022 Rebate Order is for more than one OVC, then the Enterprise Ethernet Channel Incentive 2022 Rebate that applies will be the Enterprise Ethernet Channel Incentive 2022 Rebate for the highest bandwidth profile of any of the Classes of Service across all of those OVCs. The Enterprise Ethernet Channel Incentive 2022 Rebate will not apply to the other Classes of Services and other OVCs which form part of that Enterprise Ethernet Channel Incentive 2022 Rebate Order.

- (b) For the purposes of this section B1.12:

- (i) **Enterprise Ethernet Channel Incentive Rebate 2022 Order** means a Connect Order for one or more OVC Product Components of **nbn**TM Enterprise Ethernet that is:
- (A) placed through the **nbn**TM Enterprise Ethernet Service Portal or B2B Access;

- (B) Acknowledged during the Campaign Period; and
 - (C) Completed on or before 30 September 2022.
- (ii) **Business Unit** means, in respect of RSP and as identified by RSP in accordance with the processes notified by **nbn**, each business unit, division or department within RSP's organisation through which RSP markets, sells and supplies RSP Products, which may include a business unit, division or department specific to:
- (A) wholesale RSP Products;
 - (B) retail RSP Products;
 - (C) RSP Products for enterprise and government End Users;
 - (D) RSP Products for small-medium business End Users; or
 - (E) RSP Products for residential End Users.
- (iii) **Campaign Period** means the period from 1 January 2022 to 30 June 2022;
- (iv) **Sales Activity Plan** means, in respect of one or more Business Units, a sales activity plan prepared by RSP in the form prescribed by **nbn** from time to time and in accordance with section B1.12.3; and

~~B1.12.2~~B1.11.2 Enterprise Ethernet Channel Incentive Rebate 2022 Orders to which this Rebate relates

- (a) Subject to section B1.12.2(b), **nbn** will only provide an Enterprise Ethernet Channel Incentive Rebate 2022 in respect of an Enterprise Ethernet Channel Incentive Rebate 2022 Order if:
- (i) RSP has submitted to **nbn**, for **nbn**'s approval, a Sales Activity Plan in respect of the Business Unit to which the Enterprise Ethernet Channel Incentive Rebate 2022 Order relates by at least the 20th day of the month immediately preceding the month in which the Enterprise Ethernet Channel Incentive Rebate 2022 Order was Acknowledged by **nbn**; and
 - (ii) **nbn** has approved the Sales Activity Plan by at least the 1st day of the month in which the Enterprise Ethernet Channel Incentive Rebate 2022 Order was Acknowledged by **nbn**.
- Note: RSP only needs to submit one Sales Activity Plan per Business Unit for the Campaign Period. It may be submitted at any time before the Campaign Period or (if it only relates to part of the Campaign Period) up to the 20th day of the second-last month of the Campaign Period. A Sales Activity Plan may relate to multiple Business Units.*
- (b) The Enterprise Ethernet Channel Incentive Rebate 2022 does not apply to any Enterprise Ethernet Channel Incentive Rebate 2022 Order:
- (i) in respect of a Premises at which **nbn**:

- (A) is already supplying any **nbn**[™] Ethernet AVC TC-2 Product Component at the time the Enterprise Ethernet Channel Incentive Rebate 2022 Order is Completed; or
 - (B) has at any time between 1 September 2020 and the expiry of the Campaign Period supplied any **nbn**[™] Ethernet AVC TC-2 Product Component;
- (ii) in respect of a Premises at which **nbn**:
- (A) is already supplying any OVC Product Component at the time the Enterprise Ethernet Channel Incentive Rebate 2022 Order is Completed; or
 - (B) has at any time between 1 September 2020 and the expiry of the Campaign Period supplied any OVC Product Component; or
- (iii) if within three months of the Enterprise Ethernet Channel Incentive Rebate 2022 Order being Completed, it is subject to:
- (A) a Disconnect Order; or
 - (B) a Modify Order resulting in a lower bandwidth profile.

~~B1.12.3~~**B1.11.3** Sales Activity Plan

- (a) **nbn** will approve RSP's Sales Activity Plan by notice to RSP if **nbn** is satisfied that either the whole amount of any Enterprise Ethernet Channel Incentive Rebates 2022 paid by **nbn** to RSP will be paid by RSP to RSP's sales representatives or sales channels in the form of sales incentives, commissions or similar initiatives, or the activities described in the Sales Activity Plan otherwise meet **nbn**'s objective of incentivising sales of RSP Products and Downstream Products which rely on **nbn**[™] Enterprise Ethernet Ordered Products to which this Enterprise Ethernet Channel Incentive Rebate 2022 relates.
- (b) RSP must provide to **nbn** on request any further information and assistance requested by **nbn** in respect of any Sales Activity Plan submitted by RSP, including as required to:
 - (i) enable **nbn** to determine whether to approve the Sales Activity Plan pursuant to section B1.12.3(a); and
 - (ii) evidence RSP's achievement of the sales milestones and compliance with any other commitments specified in the Sales Activity Plan following its approval.
- (c) If **nbn** has previously approved a "Sales Activity Plan" under an Enterprise Ethernet Channel Incentive Rebate, such "Sales Activity Plan" will be deemed to have been approved by **nbn** under section B1.12.3(a) of this Enterprise Ethernet Channel Incentive Rebate 2022.

- (d) If RSP fails to:
- (i) achieve any sales milestone specified in an approved Sales Activity Plan;
 - (ii) comply with any commitments by RSP as specified in an approved Sales Activity Plan;
 - (iii) promptly provide the information and assistance referred to in section B1.12.3(b) to **nbn**'s reasonable satisfaction; or
 - (iv) in **nbn**'s reasonable opinion, comply with the objectives of the Enterprise Ethernet Channel Incentive Rebate 2022,
- then **nbn** may do one or more of the following:
- (v) consult with RSP with a view to resolving the situation (which may, for example, include approving an amended Sales Activity Plan or requiring RSP to take certain actions or refrain from taking certain actions);
 - (vi) determine not to pay any accrued Enterprise Ethernet Channel Incentive Rebate 2022 to RSP, including any Enterprise Ethernet Channel Incentive Rebates 2022 which RSP would, but for this section B1.12.3(d), be eligible to receive; and
 - (vii) determine that RSP is ineligible to receive any future Enterprise Ethernet Channel Incentive Rebates 2022.

~~B1.12.4~~**B1.11.4** Process to Claim

- (a) **nbn** will automatically apply this Enterprise Ethernet Channel Incentive 2022 Rebate in accordance with the table below:

For Enterprise Ethernet Channel Incentive Rebate 2022 Order Completed:	nbn will automatically apply this rebate to an invoice issued to RSP by:
between 1 January 2022 and 28 February 2022 (inclusive)	31 March 2022
after 28 February 2022	the last day of the month immediately following the month in which the relevant Enterprise Ethernet Channel Incentive Rebate 2022 Order is Completed.

- (b) If **nbn** pays any Enterprise Ethernet Channel Incentive 2022 Rebate in respect of any Enterprise Ethernet Channel Incentive 2022 Rebate Order to which the Enterprise Ethernet Channel Incentive 2022 Rebate does not apply under this section B1.12, including pursuant to sections B1.12.2(b) B1.5.2(b) or B1.12.3(d), **nbn** may, at any time prior to 30 October 2022, adjust the amount of any subsequent invoice it issues to RSP to recover an amount equal to any such Enterprise Ethernet Channel Incentive 2022 Rebate paid by **nbn**.

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

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

The details and conditions in section C1.1 apply in respect of the Enterprise Ethernet Jump Start Incentive Rebate described in Part A.

C1.1 Enterprise Ethernet Jump Start Incentive Rebate

C1.1.1 Rebate details

- (a) Subject to the terms of this section C1.1, for each **nbn**[™] Enterprise Ethernet OVC Product Component for which Order Acknowledgment occurs between 9 August 2021 and 19 September 2021, **nbn** will provide to RSP an Enterprise Ethernet Jump Start Incentive Rebate of \$200.
- (b) For an **nbn**[™] Enterprise Ethernet OVC Product Component to be eligible for an Enterprise Ethernet Jump Start Incentive Rebate, the corresponding Connect Order must be placed through the **nbn**[™] Enterprise Ethernet Service Portal or B2B Access.

C1.1.2 Process to claim and adjustments

nbn will automatically apply this Enterprise Ethernet Jump Start Incentive Rebate by 30 November 2021.

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