

NBN Addendum (Retail)

1. Addendum Description

1.1 This addendum:

- (a) is governed by the General Terms, and applies to any Service that relies on or uses, in whole or part, the NBN Network or any other products or services supplied by NBN Co (NBN Services); and
- (b) is deemed to form part of the relevant Service Schedule applicable to the relevant NBN Service.

1.2 To the extent that there is any inconsistency between the terms of this addendum and the remainder of the Agreement, then the terms of this addendum will prevail.

2. Operational Management

2.1 Compliance of Personnel and Related Bodies Corporate

You must ensure that Your Personnel and Related Bodies Corporate (and their Personnel) comply with Your obligations set out in sections 2.1 to 2.17, as if they were You.

2.2 Operation of networks, systems, equipment and facilities

You must ensure that Your Network is operated in a safe manner, and that Your Network and/or Your acts or omissions do not give rise to an Adverse Network Impact.

2.3 Compliance with instructions, policies and procedures

- (a) You must comply with the NBN Policies, and any other reasonable instructions, policies or procedures given by Us to You that relate to:
 - (i) protecting the integrity of the NBN Network or any other person's network, systems, equipment or facilities used in connection with the NBN Network;
 - (ii) ensuring the quality of any product or service supplied by NBN Co to Us or any other customer; or
 - (iii) protecting the health or safety of any person.
- (b) Without limiting the obligations under section 2.3(a), You must comply with the NBN Fair Use Policies and not engage in Unfair Use (as that term is defined in the respective NBN Fair Use Policy).
- (c) You must not do anything that would result in Pipe being in breach of any terms and conditions relating to an NBN Service imposed on Pipe by NBN Co under the WBA that have been notified to You.

2.4 Alterations

You must not move, remove or alter any part of the NBN Network unless:

- (a) expressly permitted under the Agreement;
- (b) in accordance with the terms of a written authorisation permitting You to move, remove or alter any part of the NBN Network; or
- (c) in accordance with the written directions of Pipe.
- (d) To the extent of any inconsistency between the terms listed in sections 2.4(a) to 2.4(c), that inconsistency will be resolved by giving precedence to the terms in the order they are set out in this section.

2.5 Compatibility

Pipe may notify You of the compatibility requirements for NBN Services, and You must ensure that Your Network is Compatible.

2.6 Connections to the NBN Network

You must ensure that any connection made and maintained by You or on Your behalf to the NBN Network or any other NBN Infrastructure is made and maintained in accordance with the Agreement and all applicable Laws.

2.7 Disconnections from the NBN Network

You must, upon becoming aware of an occurrence described in this section 2.7, immediately disconnect or deactivate any of Your Equipment that is:

- (a) damaging, interfering with, or degrading or deteriorating the operation or performance of the NBN Network or the supply of products or services to Us or any other customer on the NBN Network; or
- (b) not Compatible with the NBN Network or which must be disconnected or deactivated in order for Us or NBN Co to comply with the terms of supply to Pipe or NBN Co (as applicable) by a third party; and
- (c) any connections referred to in section 2.6 that are not made and maintained in accordance with the Agreement and all applicable Laws.

2.8 Your Equipment

You must ensure that any of Your Equipment used in connection with the NBN Service or the NBN Network:

- (a) has all necessary regulatory approvals;
- (b) is not used in a manner prohibited by any Government Agency;
- (c) complies with the Agreement and all applicable Laws;
- (d) complies with any requirements identified in the specifications for a particular NBN Service (if any), as notified by Us or Our Personnel from time to time; and
- (e) is maintained in good repair and working condition.

2.9 NBN Equipment

- (a) You must:
 - (i) comply with the terms of use of any NBN Equipment, as notified by Us or Our Personnel from time to time; and
 - (ii) notify Us of any NBN Equipment which You are aware, or ought reasonably to be aware, requires removal upon disconnection of that NBN Equipment.
- (b) If an act or omission by You, Your Personnel, Your Related Bodies Corporate or their respective Personnel causes or contributes to the loss or theft of, or damage to, any NBN Equipment, You must pay to Pipe the proportion of Losses incurred by Pipe in replacing or repairing the NBN Equipment, to the extent that You, Your Personnel, Your Related Bodies Corporate or their respective Personnel have caused or contributed to that loss, theft or damage.

2.10 Removal or disconnection of Your Equipment or NBN Equipment

- (a) If You fail to comply with a Disconnection Obligation, or We have a Disconnection Right, then:
 - (i) We may disconnect and/or remove, or procure the disconnection and/or removal of, Your Equipment, Your Network, NBN Equipment or other items or connections the subject of the Disconnection Obligation or Disconnection Right (as applicable); and
 - (ii) You are deemed to have consented to and approved of Us or any person acting on Our behalf disconnecting and/or removing Your Equipment, Your Network, NBN Equipment or other items or connections the subject of the Disconnection Obligation or Disconnection Right (as applicable).

- (b) Notwithstanding the above, You agree that Pipe, Our Personnel or NBN Co (or any of its Personnel) may remove or disconnect any NBN Equipment at any time where required to do so by NBN Co under the WBA.

2.11 No right in NBN Network

Except for any rights expressly granted under this addendum, You do not obtain any right, title or interest (whether legal, equitable or statutory) in any part of the NBN Network or other platforms, software and systems supplied, made available or used by NBN Co for provision of the NBN Services.

2.12 Access

- (a) You must provide Us, Our Personnel and NBN Co (and any of its Personnel) with safe and timely access to any Premises owned, controlled or occupied by You or any of Your Related Bodies Corporate to:
 - (i) install and supply of the NBN Service;
 - (ii) perform any work required in relation to the supply of the NBN Service; or
 - (iii) enable NBN Co to exercise its rights or perform its obligations under the WBA.
- (b) You agree to provide reasonable assistance to Us, Our Personnel and NBN Co (and any of its Personnel) in relation to access to Your Premises for the purposes of this section 2.12.

2.13 NBN Events and Faults

- (a) You acknowledge and agree that:
 - (i) NBN Co may conduct maintenance, upgrade, relocation or other works on the NBN Network in accordance with its rights under the WBA, or undertake such other acts or omissions, or exercise of its rights, in a manner that results in interruptions to, or failures or outages of, NBN Services (**NBN Events**);
 - (ii) any interruptions to, or failures or outages of, the NBN Services caused by NBN Events, or Service Faults do not constitute a breach of this Agreement by Us; and
 - (iii) You must continue to pay all Fees associated with an NBN Service during any period that the NBN Service is affected by an NBN Event or Service Fault, unless otherwise agreed in writing.
- (b) We will use reasonable endeavours to:
 - (i) notify You of any NBN Event or Service Fault of which we become aware; and
 - (ii) report Service Faults that You notify us of in accordance with the applicable Service Schedule, or that We otherwise become aware of, to NBN Co in accordance with the WBA Operations Manual for resolution by NBN Co.

2.14 Consent

- (a) You consent to Us, Our Personnel and NBN Co (and any of its Personnel):
 - (i) using any existing infrastructure at Your Premises (including any wiring or cabling);
 - (ii) interrupting and/or discontinuing the supply of any product or service at Your Premises;
 - (iii) disconnecting and discontinuing (sometimes permanently) the supply of any product or service at Your Premises;
 - (iv) accessing, disconnecting, de-installing and/or removing any equipment;
 - (v) adding, removing or relocating NBN Equipment, Your Equipment or other equipment; and/or
 - (vi) performing any incidental activities,in each case, to the extent necessary to install and supply the NBN Services to You.
- (b) You must tell us if any relevant consent under section 2.14(a) is withdrawn.

- (c) Where You are not the only account holder of any fixed line Services at Your Premises, You must ensure that You have obtained the consent of all relevant account holders at Your Premises for the installation and supply of the NBN Services. You must notify Us if any such account holder withdraws their consent prior to installation of the NBN Service.

2.15 Priority Assistance Services

You must inform Us if there is a priority assistance service, medical alert service, alarm service or similar service provided at Your Premises and/or on the same Line over which the NBN Services are to be supplied.

2.16 Battery Backup Services

If battery back-up is supplied as an option for Your NBN Service, You acknowledge and agree that:

- (a) battery back-up will only provide power to the UNI-V ports in case of a power outage. It will not operate to supply back-up power to Your Equipment (including handsets or broadband equipment). Depending on usage, the battery back-up can supply power to the UNI-V ports for 2-3 hours after a power failure before reaching the 50% power availability level. At this point it will switch off to preserve the remaining power for emergency use only;
- (b) the back-up battery is not installed by Us and if the back-up battery is not correctly installed or functioning correctly, the NBN Service will not function during a power outage. You are responsible for installation or functionality (including any incorrect installation or malfunction) of the back-up battery;
- (c) it is Your responsibility to replace a back-up battery that has ceased to supply electrical charge; and
- (d) any Service Level applicable to the NBN Service does not apply where Your NBN Service is unworkable due to a power failure at Your Premises.

2.17 Installation of a Central Splitter

If a Central Splitter is supplied as an option for Your NBN Service, You acknowledge and agree that:

- (a) title and risk of the Central Splitter passes to You immediately upon completion of the installation of the Central Splitter;
- (b) to the extent that the Central Splitter is installed on any common property or Premises, You must use reasonable endeavours to transfer title in the Central Splitter to the owner of that property or Premises;
- (c) Pipe is not responsible for the installation or functionality (including any incorrect installation or malfunction) of the Central Splitter;
- (d) You are responsible for replacement of any Central Splitter; and
- (e) a Central Splitter is not NBN Equipment and does not comprise any part of the NBN Network.

3. Information

3.1 Your details

- (a) We may request that You provide Us, or You may otherwise provide Us, with information about You (**Your Details**) in order for:
 - (i) Us or NBN Co to provide the NBN Service to You or to perform Our obligations or exercise our rights under this Agreement; or
 - (ii) Us to comply with a request by NBN Co for Your Details in connection with any NBN Service.
- (b) Without limiting section 3.1(a), You acknowledge and agree that We may provide Your Details (including personal information) to NBN Co for the purposes of Us or NBN Co providing the NBN Service to You.
- (c) If we make a request pursuant to section 3.1(a), You must, as soon as reasonably practical, provide Your Details to Us.

- (d) Prior to providing any of Your Details to Us, You must ensure that You have obtained all necessary consents, given all necessary notifications required in order to allow Us and NBN Co to Process Your Details in accordance with all applicable Privacy Laws:
 - (i) for purposes contemplated by this Agreement; and
 - (ii) the NBN Approved Purposes,
(Approved Purposes).
- (e) You must use reasonable endeavours to ensure that Your Details are complete, accurate and up to date.

3.2 Confidentiality

- (a) Notwithstanding anything to the contrary in the Agreement, You agree that:
 - (i) We may disclose Your Details and Your Confidential Information to NBN Co; and
 - (ii) NBN Co may Process such information, including by disclosing such information to third parties (provided that such third parties are under an obligation to keep the information confidential),
to the extent reasonably required for the Approved Purposes.
- (b) You agree that:
 - (i) any non-public information that You receive from Us or NBN Co, or any of Our or NBN Co's Personnel or agents, in connection with an NBN Service (**NBN Confidential Information**) constitutes Our Confidential Information for the purpose of the Agreement;
 - (ii) You must only use any NBN Confidential Information for the purpose for which it was disclosed by Us or NBN Co;
 - (iii) You must not disclose any NBN Confidential Information without Our prior written consent; and
 - (iv) neither Us or NBN Co give any warranties in respect of the NBN Confidential Information.

4. Intellectual Property Rights

4.1 NBN Service and NBN Materials

- (a) We grant You a non-exclusive, royalty-free, non-transferable licence for the Service Term of any associated NBN Service to:
 - (i) use, reproduce, communicate, adapt or exploit in or through any media the Intellectual Property Rights that are embodied in an NBN Service or in any NBN Material; and
 - (ii) use, reproduce, communicate and, with Our approval, adapt in or through any media the Intellectual Property Rights that are embodied in any NBN Material,
 - (iii) solely to the extent necessary for You (directly or through Your Personnel) to use the NBN Services to which those Intellectual Property Rights relate, and subject to any conditions, restrictions or additional licence terms as may be notified by Us to You.
- (b) You must not, and must ensure that Your Personnel do not, use any NBN Service or NBN Material licensed to You pursuant to section 4.1:
 - (i) for any purpose other than that expressly licensed;
 - (ii) at any time other than expressly licensed; or
 - (iii) otherwise than in accordance with the Agreement.

4.2 Your Materials

To the extent that You provide Us with any of Your Materials, You grant Us and NBN Co an irrevocable, non-exclusive, royalty-free, non-transferable licence to reproduce, communicate and

adapt Intellectual Property Rights embodied in Your Material internally within Us or NBN Co (as applicable) to the extent necessary for Us or NBN Co to supply the NBN Services or any service or inputs in connection with the NBN Services, and for any activities preparatory to, or ancillary to, such purposes.

5. Risk Management

5.1 Customer Events

To the extent permitted by Law, We exclude all liability for any and all Losses suffered or incurred by You in connection with the NBN Service, to the extent such Losses are caused or contributed to by a Customer Event.

5.2 NBN Losses

- (a) You must pay Us on demand an amount equal to all Losses suffered or incurred by NBN Co, its Related Bodies Corporate or any of their respective Personnel arising from or in connection with:
 - (i) reproduction, broadcast, use, transmission, communication or making available of any material (including data and information of any sort), including the defamation of a person, in connection with the use of an NBN Service by You or any User; or
 - (ii) any damage to, or loss of, tangible property of NBN Co or a third party, or the NBN Network and/or any other NBN Infrastructure; orto the extent that such Losses are caused or contributed to by You, Your Related Bodies Corporate, and any of Your or their Personnel or third party suppliers in connection with this addendum.
- (b) You must pay Us on demand an amount equal to all Losses suffered or incurred by NBN Co, its Related Bodies Corporate or any of their respective Personnel arising from or in connection with any claim by a third party against NBN Co, its Related Bodies Corporate or any of their respective Personnel that the exercise by Us or NBN Co of any rights assigned, transferred or granted, or purportedly assigned, transferred or granted, by You or on Your behalf to Us in connection with this addendum infringes Intellectual Property Rights of a third party.
- (c) Nothing in the Agreement limits Your liability under this section 5.2.

5.3 Claims against NBN Co

- (a) To the maximum extent permitted by Law and without excluding restricting or modifying any rights or remedies to which you may be entitled to under the consumer guarantee provisions in Parts 3-2 and 5-4 of the Australian Consumer Law:
 - (i) all liability of NBN Co, their Related Bodies Corporate and each of their respective Personnel arising from or in connection with the supply (or any delay, failure to or defect in relation to such supply) of the NBN Service or any products or services which are direct or indirect inputs to the NBN Service is excluded; and
 - (ii) You must not make any claim (including any action, suit or proceedings of any nature or kind, whether in contract, tort (including negligence) at common law, in equity, under statute or otherwise however arising) against NBN Co, their Related Bodies Corporate or any of their respective Personnel arising from or in connection with the supply (or any delay, failure to or defect in relation to such supply) of the NBN Service or any products or services which are direct or indirect inputs to the NBN Services.
- (b) Section 5.3(a) does not apply to a claim by You for loss or damage suffered or incurred by You arising from or in connection with:
 - (i) any damage to, or loss of, tangible property to the extent that such losses are caused or contributed to by NBN Co, its Related Bodies Corporate or any of their respective Personnel or third party suppliers; or
 - (i) the death or personal injury of any person to the extent caused or contributed to by:

- (A) negligent or wilful acts or omissions of NBN Co, its Related Bodies Corporate or any of their respective Personnel or third party suppliers; or
- (B) any equipment or network owned, operated or controlled by NBN Co.
- (c) You acknowledge and agree that We may assign the benefit of this section 5.3 to NBN Co or its nominee without Your consent or, to the extent that consent is required, You hereby give that consent (**NBN Assignment**).
- (d) You must provide us with all assistance reasonably requested by Us or NBN Co to ensure that NBN Co obtains the full benefit of any NBN Assignment or such other exclusion or limitation of liability (as applicable), and We will pay the reasonable costs of such assistance.

5.4 Third party benefit

You acknowledge and agree that the exclusion in section 5.3(a)(i) and the claims bar in section 5.3(a)(ii) are given for the benefit of NBN Co, their Related Bodies Corporate and their respective Personnel and are held by Us in trust for, and are enforceable by Us on behalf of, NBN Co, their Related Bodies Corporate and their respective Personnel, notwithstanding that neither NBN Co nor their Related Bodies Corporate nor their Personnel are a party to the Agreement.

6. Suspension and termination

6.1 Right to suspend or terminate

Without limiting any of Our rights under the Agreement, We may disconnect, deactivate, limit, suspend or terminate an NBN Service, and / or disconnect any network, system, equipment or facility used by You in connection with any NBN Service:

- (a) if You are in breach of sections 2.1 to 2.17 of this addendum, or if NBN Co notifies Us that You are in breach of sections 2.1 to 2.17 of this addendum; or
 - (b) where required or effected by NBN Co in accordance with its rights under the WBA,
- provided that if we terminate an NBN Service under this section 6.1 for reasons other than Your breach of this Agreement, then You will not be required to pay Early Termination Charges for that terminated NBN Service.

6.2 Notice of suspension or termination

We will use reasonable endeavours to provide You with notice of any exercise of Our rights under section 6.1 as soon as practicable prior to, or after, such exercise. However, You acknowledge and agree that We are reliant on NBN Co to provide Us with information regarding the NBN Network and notice of any exercise of its rights under the WBA that may affect an NBN Service.

7. Disconnection and removal of Equipment

7.1 In the event that the WBA terminates or expires and we notify You of such termination or expiry:

- (a) We may:
 - (i) disconnect, or procure the disconnection of, any connections made by or on behalf of Us or You between any networks, systems, equipment and facilities and the NBN Network and any other NBN Infrastructure in connection with the NBN Service; and
 - (ii) remove, or procure the removal of, all equipment and other items owned or controlled by Us or You from any property or facilities owned by Us or NBN Co; and
- (b) You must:
 - (i) if requested by Us, within 40 Business Days' of such request:
 - (A) disconnect, or procure the disconnection of, any connections made by or on behalf of You between any networks, systems, equipment and facilities and the NBN Network and any other NBN Infrastructure in connection with the NBN Service; and

- (B) remove, or procure the removal of, all equipment and other items owned or controlled by You from any property or facilities owned by Us or NBN Co; and
- (ii) comply with any reasonable instructions given by Us on behalf of NBN Co in connection with any of the work contemplated under this section 7.1.

8. Amendment

8.1 Without limiting the Agreement, We may:

- (a) amend the terms of this addendum, as it relates to the NBN Service, if We consider that such amendments are required as a result of any change to the arrangements between Pipe or its Related Bodies Corporate and NBN Co (including as to pricing), including without limitation, any change to the WBA or any new WBA or wholesale agreement that is brought into existence and governs NBN Co's supply to Us of the NBN Service; and
- (b) make changes to the NBN Services if reasonably required due to any change to the WBA, the NBN Network, or any goods or services supplied by NBN Co.

8.2 If We make any change to this addendum or NBN Service in accordance with this section 8, then:

- (a) We will publish an updated version of this NBN Addendum on the Customer Portal or the Pipe Website; and
- (b) notwithstanding anything to the contrary in the General Terms, You are not entitled to terminate this Agreement or any Order as a result of amendments We make in accordance with this section 8.

9. Definitions and interpretation

9.1 Definitions

Capitalised terms used but not defined in this addendum have the meaning given in the General Terms. In this addendum, unless the context requires otherwise:

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

- (a) endangers the health or safety of any person;
- (b) damages, threatens, interferes with, prejudices the integrity of, degrades or results in the deterioration of the operation or performance of any other party's network, systems, equipment, property, infrastructure or facilities;
- (c) damages, threatens, interferes with, prejudices the integrity of, degrades or causes the deterioration of the operation or performance of:
 - (i) any other network, systems, equipment, property, infrastructure or facilities used in connection with the NBN Network;
 - (ii) the NBN Services or the supply of any other products or services by Us or NBN Co; or
 - (iii) other property or facilities of any third party.

Agreement means the General Terms and any applicable Service Schedule.

Approved Purposes has the meaning given in section 3.1(d).

Central Splitter has the meaning given in the WBA.

Compatible means capable of orderly, efficient integration and operation with the NBN Network, with no modification or conversion required to the NBN Network, including having regard to any compatibility requirements notified by Pipe.

Customer Event means:

- (a) any act or omission of You, Your Personnel or Related Bodies Corporate (or their Personnel) other than in accordance with the terms of this addendum, or that is otherwise unlawful, or negligent; or
- (b) any event or circumstance to the extent caused or contributed to by Your Network.

Customer Portal means the online portal made available by Pipe to You from time to time for ordering, billing and self-care functions among other things.

Disconnection Obligation means any of Your obligations under this addendum to:

- (a) disconnect and/or remove any of Your Equipment or other items owned or controlled by You from the NBN Network;
- (b) disconnect, remove and/or return to Us any NBN Equipment supplied by Us to You; or
- (c) disconnect any connections made by or on behalf of You from Your Network to the NBN Network.

Disconnection Right means an express right under this addendum or at Law to:

- (a) remove or disconnect any of Your Equipment or other items owned or controlled by You from the NBN Network;
- (b) disconnect, remove and/or recover from You any NBN Equipment that We have supplied to You; or
- (c) disconnect any connections made by or on behalf of You from the Your Network to the NBN Network.

Downstream Claim means a claim against NBN Co, any of its Related Bodies Corporate or any of their respective Personnel in connection with an NBN Service (but excludes any claim by You).

General Terms means:

- (a) if You have executed a master services agreement for Our supply of Services and Goods, the terms of that master services agreement; or
- (b) otherwise, the Pipe General Terms and Conditions set out at <https://www.vocus.com.au/help-and-support/legal-contracts/pipe>.

Line has the meaning given in the WBA.

NBN Approved Purposes means, in respect of NBN Co's Processing of:

- (a) Your Details, the following purposes:
 - (i) supplying services to Us;
 - (ii) performing any work required in relation to the supply of any services to us, including to install, maintain, upgrade, repair, reinstate or remove all or part of the NBN Network, any third party network (where lawful), or any item that is licensed, owned or controlled by NBN Co that is or will be located at the relevant Premises;
 - (iii) for any other purpose, where necessary for NBN Co to exercise its rights or perform its obligations under the WBA;
 - (iv) for any other purpose agreed to by You; and
- (b) Your Confidential Information, the following purposes:
 - (i) undertaking planning, maintenance, construction, provisioning, testing, operations or reconfiguration of the NBN Network;
 - (ii) understanding the needs or expectations, and improving the experience, of end users of the NBN Network;
 - (iii) developing, supplying, marketing or promoting products or services to Us;
 - (iv) billing Us;
 - (v) to exercise NBN Co's rights or perform its obligations under the WBA or under any special access undertaking submitted by NBN Co to the Australian Competition and Consumer Commission that is in effect;
 - (vi) processing such information using an approved de-identification process or otherwise processing such information so that We or You cannot be identified by the information or any part of it (including aggregation with other information of a similar or related nature, coding or pseudonymising, or redaction or deletion);

- (vii) determining eligibility for, or calculating the quantum of, any promotion, bonus, incentive, discount, rebate, waiver or credit made available from NBN Co to Us; or
- (viii) for any other purpose agreed to by You.

NBN Assignment has the meaning given in section 5.3.

NBN Co means NBN Co Limited (ABN 86 136 533 741) of Level 13, 100 Mount Street, North Sydney 2060.

NBN Equipment means any equipment owned, operated or controlled by NBN Co or any of its Related Bodies Corporate, that:

- (a) is provided to You for use as part of, or in connection with, any NBN Service; or
- (b) You are permitted to access as part of, or in connection with any NBN Service.

NBN Event has the meaning given in section 2.13.

NBN Fair Use Policies means the policies issued and amended by NBN from time to time in accordance with the NBN Services, available at <https://www.nbnco.com.au/rsps/supply-agreements/wba> or any successor site.

NBN Infrastructure has the meaning given in the WBA.

NBN Material means all material (including technical and marketing material) provided or otherwise made available by or on behalf of Us to You under this addendum in connection with an NBN Service.

NBN Network has the meaning given in the WBA.

NBN Policies means the policies, procedures and instructions issued and amended by NBN Co from time to time in connection with NBN Services or the WBA, including the NBN Fair Use Policies.

NBN Service has the meaning given in section 1.1.

Personnel means, in relation to a person or entity, that person's or entities' officers, employees, agents, contractors and consultants.

Pipe Website means the Vocus website set out at www.vocus.com.au.

Regulator means, as the context requires, the Australian Competition and Consumer Commission, the Australian Communications and Media Authority and any other government or statutory body or authority.

Related Bodies Corporate means a related body corporate as that expression is defined in the *Corporations Act 2001* (Cth) and for Pipe, includes its majority shareholders (which are those shareholders of Pipe which (directly or indirectly) own at least 15 percent of the issued share capital of Pipe).

Service Fault has the meaning given in the WBA.

Service Term means the period during which an NBN Service is supplied by Us to You, in accordance with the applicable Order for Service and Service Schedule.

WBA Operations Manual means NBN Co's wholesale operations manual available at <https://www.nbnco.com.au/sell-nbn-services/supply-agreements/wba>.

We, Us, Our or **Pipe** means Pipe Networks Pty Limited (ABN [21 099 104 122](https://www.abn.gov.au/abn/21099104122)) and, to the extent applicable, its Related Bodies Corporate.

Wholesale Broadband Agreement (or **WBA**) means the most recent version of NBN Co's Wholesale Broadband Agreement as may be varied or replaced from time to time and located at <https://www.nbnco.com.au/sell-nbn-services/supply-agreements/wba>, and includes the WBA Operations Manual and the NBN Policies.

You, Your or **Customer** means the customer identified in the Order for the applicable NBN Service.

Your Equipment means any equipment that is used by You, Your Personnel or Your Related Bodies Corporate (or any of their Personnel) in connection with the NBN Network or any NBN Service, but excludes all NBN Equipment.

Your Details has the meaning given in section 3.1(a).

Your Materials means all material provided or otherwise made available by or on behalf of You to Us in connection with the Service Agreement or an NBN Service.

Your Network means Your, Your Related Bodies Corporate, and each of Your and their Personnel's networks, systems, equipment and facilities, and includes Your Equipment.

9.2 Interpretation

- (a) The rules of interpretation in the General Terms apply to this addendum.
- (b) A reference to a section in this addendum, is a reference to a section of this addendum unless stated otherwise.