

Test Description: On-Demand Fibre Connection - FTTN/C to FTTP Business Readiness Testing

Version: 1.0 | Date of issue: 9 November 2021

This Test Agreement is a Standard Form of Access Agreement for the purposes of Part XIC of the Competition and Consumer Act 2010 (Cth).

- A. This document is a Test Description for the purposes of the Framework Agreement between **nbn** and RSP.
- B. This Test Description, together with the Standard Test Terms, forms the Test Agreement for the Test.
- C. If RSP wishes to participate in the Test, RSP must notify **nbn** of its intention to participate;
 - i. during the related Expressions of Interest process (if applicable); or
 - ii. after **nbn** publishes the Test Description on **nbn** website or issues this Test Description to RSP.
- D. To be eligible to participate in the Test, RSP must satisfy the following conditions (**Eligibility Criteria**):
 - be party to the latest version of the Wholesale Broadband Agreement and be in good financial standing under that agreement;
 - have been selected to participate in the Test through the related Expression of Interest or other selection process (if applicable); and
 - have completed the relevant on-boarding and certification activities required by **nbn** for this Test.
- E. If checked by **nbn**, the following provisions in the Standard Test Terms apply:
 - (Requirements for Test End User Contracts) clause 7(a)(iii) applies; and
 - (Marketing-related disclosures) clause 12 applies.
- F. The particulars of this Test are set out in the table below:

#	Item	Details
1.	Name of Test	<i>On-Demand Fibre Connection – FTTN/C to FTTP – Business Readiness Testing</i>
2.	Description of the Test	<p><i>To test system and operational processes, as described in a Test Plan, and which will include testing of the following:</i></p> <ul style="list-style-type: none"> <i>(a) placement of Test Orders by RSP in respect of Test Premises;</i> <i>(b) activities performed by nbn in connection with those Test Orders (from order acknowledgement to any required Installations to activation of the Test Products);</i> <i>(c) activation of Downstream Products at Test Premises by RSP; and</i> <i>(d) fault reporting and service assurance of Test Products</i> <p><i>RSP must provide any supporting infrastructure and utilities required in respect of the Test Products, including at Test Premises, as reasonably specified by nbn from time to time, including in any Test Plan.</i></p> <p><i>If, as part of a Test, the Service Class of Test Premises is changed a Service Class related to nbn™ Ethernet (Fibre), the provisions of section 4.8 of the WBA Operations Manual will apply to any Ordered Products supplied over the FTTN Network or FTTC Network to that Test Premises, which will</i></p>

#	Item	Details
		<i>constitute the Original Access Technology for the purpose of that section of the WBA Operations Manual.</i>
3.	Description of the Test Product	nbn™ Ethernet (Fibre) with an AVC TC-4 Product Component that has a bandwidth profile of: (a) in the case of the FTTN Network, Home Fast or higher, and (b) in the case of the FTTC Network, Home Superfast or higher (as selected by RSP when placing a Test Order).
4.	Test Period	<i>For the FTTN Network: 9 November 2021 to 21 March 2022. For the FTTC Network: 14 March 2022 to 9 May 2022.</i>
5.	Location for the Test (if applicable)	<i>Test Premises, which will be selected by nbn from Premises within the Serving Area Modules (SAM) listed at Annexure A and notified to RSP.</i>
6.	Test Plan (if applicable)	<i>To be notified by nbn to RSP.</i>
7.	Operational procedures (if applicable)	<i>To be notified by nbn to RSP from time to time before or during the Test Period.</i>
8.	Other instructions, policies and procedures (if applicable)	<i>To be notified by nbn to RSP from time to time before or during the Test Period.</i>
9.	Supply of Downstream Products to End Users	<i>Test End Users to whom RSP will be supplying Downstream Products that use Test Products as an input, to the extent required for the Test.</i>
10.	Supply through third parties (including downstream service providers)	<i>For the purpose of clause 7(c) of the Standard Test Terms, RSP is permitted to fulfil its obligations in relation to this Test through the following downstream service providers/third parties: parties as notified by RSP to nbn before entering into this Test Agreement.</i>
11.	nbn™ Downstream Network Boundary	<i>As per the WBA in respect of nbn™ Ethernet (Fibre).</i>
12.	nbn™ Upstream Network Boundary	<i>As described in paragraph (b) of the definition of “nbn™ Network Boundaries” in the WBA.</i>
13.	Permitted Purposes for Test Information	<i>The Permitted Purposes for the Test, in addition to those set out in the Standard Test Terms, are: (a) nbn using and releasing results of this Test on an anonymised basis to any interested parties.</i>

#	Item	Details
14.	Survival of specific provisions of this Test Description	<i>Item 15(d) will survive expiry or termination of this Test Agreement.</i>
15.	Other special conditions for this Test (if applicable)	<p>(a) <i>RSP must have signed this Test Description by 28 February 2022.</i></p> <p>(b) <i>nbn may contact Test End Users (including by using relevant Contracted End User Details) following completion of Test Orders for the purposes of conducting interviews about the Test End Users' connection experience, provided that RSP has authorised nbn to do so.</i></p> <p>(c) <i>If RSP acquires Product Components or Service Elements of any product or service supplied under the WBA in connection with, but not for use exclusively with the Test Products (e.g. Service Elements of the Facilities Access Service), then RSP must pay to nbn any applicable charges for those Product Components or Service Elements in accordance with the WBA.</i></p> <p>(d) <i>Upon the expiry or termination of this Test Description or the end of a Test relating to a Test Product, nbn will transition the supply of any Test Products onto the terms of the WBA applicable to nbn™ Ethernet (Fibre) on and from the date of expiry or termination.</i></p> <p>(e) <i>For the FTTN Network provide Test Orders to nbn from 9 November 2021 and no later than 14 March 2022 (or such other dates as notified by nbn from time to time). Test Orders during this Period will not be accepted between 20 December 2021 and 10 January 2022.</i></p> <p>(f) <i>For the FTTC Network provide Test Orders to nbn from 14 March 2022 and no later than 28 April 2022 (or such other dates as notified by nbn from time to time).</i></p> <p>(g) <i>There will be a limited number of Test Orders available under the test described in this document. RSP must cease submitting Test Orders if directed to do so by nbn. nbn may cancel any order submitted by RSP after it has provided such a direction to RSP. For reference, nbn presently expects that the maximum aggregate number of Test Orders that will available under this test that must be shared by all participating RSPs will be:</i></p> <p style="margin-left: 40px;"><i>i. For the FTTN Network: 500</i></p> <p style="margin-left: 40px;"><i>ii. For the FTTC Network: 25</i></p> <p>(h) <i>RSP must not place orders under this Agreement relating to the FTTN Network after the end date specified for FTTN orders in item 15(e). nbn may cancel any such order placed by RSP.</i></p>

#	Item	Details
16.	RSP acknowledgements	<p><i>RSP warrants and agrees that:</i></p> <p>(a) <i>RSP has made and has relied on its own investigations, enquiries, knowledge and expertise in respect of the Test Agreement, the Test and each Test Product and its own evaluation of any material provided by nbn to RSP or its Personnel;</i></p> <p>(b) <i>nbn has not made, and no Personnel of nbn have made, any warranty as to the performance of any Test Product to RSP or its Personnel;</i></p> <p>(c) <i>RSP is not entering into the Test Agreement in reliance on, and it will not rely on, any statement of opinion, statement of intention or any other warranty, representation or other statement made or purporting to be made by or on behalf of nbn or its or their Personnel, other than as expressly set out in the Test Agreement;</i></p> <p>(d) <i>RSP has had the benefit of independent legal, financial and technical advice relating to its proposed participation in the Test and its entry into this Test Agreement;</i></p> <p>(e) <i>as part of its investigations and enquiries in respect of the Test, each Test Product and the Test Agreement, RSP or its representatives have had access to all documents and information they have requested from nbn or its Personnel; and</i></p> <p>(f) <i>RSP has knowledge and experience in relation to the provision of services similar to the Downstream Products.</i></p>
17.	Definitions	<p>Test End User means the End User to whom a Test Product will be supplied.</p> <p>Test Order means an order for the provision of a Test Product to a Test Premises submitted by RSP using the nbnTM Service Portal or B2B Access.</p> <p>Test Premises means the Premises identified by nbn as eligible for the Test, and selected in accordance with Item 5.</p>

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Environment

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Annexure A: Trial SAMs

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FTTN Network Trial SAMs

Release date: **9 November 2021**

State	SAM ID	FSA	FSA Name
NSW	2CAS-22	2CAS	Castle Hill
	2CAS-23	2CAS	Castle Hill
	2CAS-65	2CAS	Castle Hill
SA	5GNG-61	5GNG	Golden Grove
	5OSB-22	5OSB	Osborne
	5SAL-60	5SAL	Salisbury

Proposed release date: **29 November 2021**. Release subject to confirmation by **nbn**. Decision regarding release will be notified a minimum of 10 Business Days prior to the proposed release date.

State	SAM ID	FSA	FSA Name
NSW	2CAS-04	2CAS	Castle Hill
	2CAS-20	2CAS	Castle Hill

Proposed release date: **27 January 2022**. Release subject to confirmation by **nbn**. Decision regarding release will be notified a minimum of 10 Business Days prior to the proposed release date.

State	SAM ID	FSA	FSA Name
VIC	3LYN-21	3LYN	Lyndhurst
	3LYN-20	3LYN	Lyndhurst
	3LYN-22	3LYN	Lyndhurst
NSW	2HLS-01	2HLS	Holsworthy
	2HLS-61	2HLS	Holsworthy
	2LIV-20	2LIV	Liverpool
	2LIV-68	2LIV	Liverpool
SA	5EZB-07	5EZB	Elizabeth

Proposed release date: **7 February 2022**. Release subject to confirmation by **nbn**. Decision regarding release will be notified a minimum of 10 Business Days prior to the proposed release date.

State	SAM ID	FSA	FSA Name
VIC	3BEW-01	3BEW	Berwick South
SA	5CRY-01	5CRY	Croydon Sa
	5GPC-07	5GPC	Gepps Cross

Proposed release date: **20 February 2022**. Release subject to confirmation by **nbn**. Decision regarding release will be notified a minimum of 10 Business Days prior to the proposed release date.

State	SAM ID	FSA	FSA Name
WA	6CAN-04	6CAN	Cannington
	6GIR-68	6GIR	Girrawheen

FTTC Network Trial SAMs

Release Date: **14 March 2022**

State	SAM ID	FSA	FSA Name	
NSW	2REV-21	2REV	Revesby	
	2REV-22	2REV	Revesby	
	2REV-23	2REV	Revesby	
	2REV-24	2REV	Revesby	
	2REV-25	2REV	Revesby	
	2REV-26	2REV	Revesby	
	2REV-27	2REV	Revesby	
	2REV-30	2REV	Revesby	
	2SPW-21	2SPW	Sydney Springwood	
	2SPW-22	2SPW	Sydney Springwood	
	2SPW-23	2SPW	Sydney Springwood	
	2SPW-24	2SPW	Sydney Springwood	
	2SPW-25	2SPW	Sydney Springwood	
	2SPW-26	2SPW	Sydney Springwood	
	2SPW-27	2SPW	Sydney Springwood	
	2SPW-28	2SPW	Sydney Springwood	
	2KOG-01	2KOG	Kogarah	
	2KOG-20	2KOG	Kogarah	
	2KOG-21	2KOG	Kogarah	
	2KOG-22	2KOG	Kogarah	
	2KOG-23	2KOG	Kogarah	
	2KOG-24	2KOG	Kogarah	
	2KOG-25	2KOG	Kogarah	
	2KOG-26	2KOG	Kogarah	
	2KOG-28	2KOG	Kogarah	
	SA	5EZB-07	5EZB	Elizabeth
		5EZB-09	5EZB	Elizabeth
		5EZB-20	5EZB	Elizabeth
5EZB-21		5EZB	Elizabeth	
5EZB-22		5EZB	Elizabeth	
5CRY-01		5CRY	Croydon SA	
5CRY-04		5CRY	Croydon SA	
5CRY-10		5CRY	Croydon SA	
5CRY-20		5CRY	Croydon SA	
5CRY-21		5CRY	Croydon SA	
5CRY-22		5CRY	Croydon SA	
5CRY-23		5CRY	Croydon SA	
5CRY-24		5CRY	Croydon SA	
5CRY-25		5CRY	Croydon SA	
5CRY-26		5CRY	Croydon SA	
5CRY-60		5CRY	Croydon SA	
VIC		3SEA-03	3SEA	Seaford

State	SAM ID	FSA	FSA Name
	3SEA-20	3SEA	Seaford
	3SEA-21	3SEA	Seaford
	3SEA-22	3SEA	Seaford
	3SEA-23	3SEA	Seaford
	3SEA-24	3SEA	Seaford
	3SEA-25	3SEA	Seaford
	3SEA-26	3SEA	Seaford
	3CBR-01	3CBR	Coburg
	3CBR-02	3CBR	Coburg
	3CBR-04	3CBR	Coburg
	3CBR-20	3CBR	Coburg
	3CBR-21	3CBR	Coburg
	3CBR-22	3CBR	Coburg
	3CBR-23	3CBR	Coburg
	3CBR-24	3CBR	Coburg
	3CBR-25	3CBR	Coburg