

# Service Terms

Sandpit Module

Wholesale Broadband Agreement





# Service Terms

## Sandpit Module

## Wholesale Broadband Agreement

Version	Description	Effective Date
4.0	First issued version of WBA 4	1 December 2020
4.1	Amendments for introduction of <b>nbn</b> <sup>TM</sup> Smart Places	Later of <b>nbn</b> <sup>TM</sup> Smart Places Commercial Launch Date and the Execution Date

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### Environment

**nbn** asks that you consider the environment before printing this document.

# Introduction

These Sandpit Service Terms include:

- provisions which are specific to **nbn**'s supply of the Sandpit, but which are otherwise similar in nature to those in the [Head Terms](#); and
- explanatory notes as a guide to provisions which have corresponding provisions in the [Head Terms](#).

The Sandpit Service Terms are generally arranged to replicate the order of the [Head Terms](#), with some modifications.

This document forms part of the Sandpit Service Module.

## Roadmap

A roadmap describing the structure of this document follows for the assistance of RSP.

### Part A: Product Supply

No Sandpit-specific Special Terms or Service Terms currently apply with respect to product supply.

### Part B: Financial Management

No Sandpit-specific Special Terms or Service Terms currently apply with respect to financial management.

### Part C: Operational Management

Part C sets out Sandpit-specific Service Terms related to operational management.

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### Part D: Information & Rights Management

Part D sets out Sandpit-specific Service Terms related to information & rights management.

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### Part E: Risk Management

No Sandpit-specific Special Terms or Service Terms currently apply with respect to risk management.

### Part F: Agreement Management

No Sandpit-specific Special Terms or Service Terms currently apply with respect to agreement management.

### Part G: Dispute Management

No Sandpit-specific Special Terms or Service Terms currently apply with respect to dispute management.

### Part H: General Terms

No Special Terms or Service Terms of a general nature apply with respect to the Sandpit other than as set out in the [Head Terms](#).

### Part I: Service Management

No Sandpit-specific Special Terms or Service Terms currently apply with respect to service management.

## Part A: Product Supply

*This document does not contain any Product Supply terms which are specific to the Sandpit and are additional to Module A of the [Head Terms](#).*

## Part B: Financial Management

*This document does not contain any Financial Management terms which are specific to the Sandpit and are additional to Module B of the [Head Terms](#).*

## Part C: Operational Management

*Section 1 is a Service Term which should be read in conjunction with sections 3.2(a), 6.2(a) and 9.2(a) of the [Sandpit Service Description](#).*

### 1. Use of the Sandpit

#### 1.1 Items provided to RSP

(a) RSP is responsible for, and assumes risk in the following items to the extent that **nbn** provides such items to RSP in connection with **nbn**'s supply of the Sandpit:

- (i) NTDs;
- (ii) 1:32 fibre splitter;
- (iii) DSLAMs;
- (iv) FTTC Equipment;
- (v) HFC Transmission Equipment; and
- (vi) RF Passive Equipment,

from the time RSP receives delivery of those items until the time those items are returned to **nbn**.

(b) RSP must return or make available for collection, at **nbn**'s election, the items referred to in section 1.1(a) to **nbn** in good working condition at the earlier of the following events:

- (i) expiry or termination of this Agreement; and
- (ii) on request from **nbn**.

#### 1.2 General conditions of use

RSP:

- (a) must comply with any technical and test specifications notified by **nbn** to RSP from time to time in relation to **nbn**<sup>™</sup> Ethernet Testing and Development Activities, **nbn**<sup>™</sup> Enterprise Ethernet Testing and Development Activities, **nbn**<sup>™</sup> Smart Places Testing and Development Activities and NPIS Testing and Development Activities;
- (b) must, on request by **nbn**, use reasonable endeavours to make available to **nbn**, RSP Personnel who are subject matter experts to support any root cause analysis and incident resolution that may be performed by **nbn** in connection with RSP's access to or use of the Sandpit;
- (c) must keep secure and protect from unauthorised use any usernames, passwords and digital certificates provided by **nbn** to RSP or otherwise used by RSP in connection with the Sandpit; and
- (d) is responsible for use of the Sandpit by any person accessing the Sandpit with the permission or credentials of RSP.

### 1.3 Fibre Sandpit conditions of use

- (a) If requested by RSP, **nbn** will make one set of five fibre-specific NTDs and one 1:32 fibre splitter available to RSP at no charge for the purposes of conducting all **nbn**<sup>TM</sup> Ethernet (Fibre) Testing and Development Activities.
- (b) RSP must comply with any reasonable conditions of use of the Fibre Sandpit (including any fibre-specific NTDs or 1:32 fibre splitter) notified by **nbn** to RSP from time to time.

### 1.4 VDSL Sandpit conditions of use

- (a) If requested by RSP, **nbn** will make a total of one RSP-hosted DSLAM available to RSP at no charge for the purposes of conducting all **nbn**<sup>TM</sup> Ethernet (FTTB and FTTN) Testing and Development Activities.
- (b) If RSP requests **nbn** to provide one or more RSP-hosted DSLAMs for use with the VDSL Sandpit (in addition to the one provided to RSP in accordance with section 1.4(a)), **nbn** may, in its discretion, provide such DSLAMs:
  - (i) at no charge; or
  - (ii) in accordance with the Charges set out in the [Sandpit Price List](#).
- (c) RSP must comply with any reasonable conditions of use of the VDSL Sandpit (including any DSLAM) notified by **nbn** to RSP from time to time.

### 1.5 FTTC Sandpit conditions of use

- (a) If requested by RSP, **nbn** will make a total of two sets of FTTC Equipment available to RSP at no charge for the purposes of conducting all **nbn**<sup>TM</sup> Ethernet (FTTC) Testing and Development Activities.
- (b) **nbn** will provide an OLT to RSP if **nbn** and RSP have agreed to deploy the RSP-hosted FTTC Sandpit as part of an addition to the existing Fibre Sandpit.
- (c) If RSP requests **nbn** to provide one or more FTTC Equipment for use with the RSP-hosted FTTC Sandpit (in addition to those provided to RSP in accordance with section 1.5(a)), **nbn** may, in its discretion, provide such FTTC Equipment:
  - (i) at no charge; or
  - (ii) in accordance with the Charges set out in the [Sandpit Price List](#).
- (d) RSP must comply with any reasonable conditions of use of the FTTC Sandpit (including any FTTC Equipment) notified by **nbn** to RSP from time to time.
- (e) RSP is responsible for installing and operating the FTTC Equipment, 1:8/1:32 fibre splitters and all RSP Equipment connected to the UNI-D in respect of **nbn**<sup>TM</sup> Ethernet (FTTC) Testing and Development Activities, as the case may be.
- (f) RSP is responsible for, and assumes the risk in the FTTC Equipment and 1:8/1:32 fibre splitters, where RSP acquires the RSP-hosted FTTC Sandpit, from the time RSP receives delivery of those items until the time those items are returned to **nbn**. RSP must return those items to **nbn** in good working condition.

### 1.6 HFC Sandpit conditions of use

- (a) If requested by RSP, **nbn** will make a total of one set of RSP-hosted HFC Transmission Equipment and RF Passive Equipment available to RSP at no charge for the purposes of conducting all **nbn**<sup>TM</sup> Ethernet (HFC) Testing and Development Activities.



- (b) If RSP requests **nbn** to provide one or more sets of RSP-hosted HFC Transmission Equipment and RF Passive Equipment for use with the HFC Sandpit (in addition to those provided to RSP in accordance with section 1.6(a)), **nbn** may, in its discretion, provide such HFC Transmission Equipment and RF Passive Equipment:
  - (i) at no charge; or
  - (ii) in accordance with the Charges set out in the [Sandpit Price List](#).
- (c) RSP must comply with any reasonable conditions of use of the HFC Sandpit (including any HFC Transmission Equipment and RF Passive Equipment) notified by **nbn** to RSP from time to time.

### 1.7 **nbn**<sup>TM</sup> Enterprise Ethernet conditions of use

- (a) If requested by RSP, **nbn** will make one B-NTD available to RSP at no charge for the purposes of conducting all **nbn**<sup>TM</sup> Enterprise Ethernet Testing and Development Activities.
- (b) RSP may request that **nbn** provide more B-NTDs for use with the RSP-hosted **nbn**<sup>TM</sup> Enterprise Ethernet Sandpit (in addition to the B-NTD provided in accordance with section 1.7(a)). If **nbn** elects to make available the requested B-NTDs, **nbn** may, in its discretion, provide such B-NTDs:
  - (i) at no charge; or
  - (ii) in accordance with any applicable Charges set out in the [Sandpit Price List](#).
- (c) RSP must comply with any reasonable conditions of use of the **nbn**<sup>TM</sup> Enterprise Ethernet Sandpit (including any B-NTD) notified by **nbn** to RSP from time to time.

### 1.8 **nbn**<sup>TM</sup> Smart Places conditions of use

- (a) If requested by RSP, **nbn** will make one set of three SFP-NTDs and one 1:32 fibre splitter available to RSP at no charge for the purposes of conducting all **nbn**<sup>TM</sup> Smart Places Testing and Development Activities.
- (b) RSP must comply with any reasonable conditions of use of the **nbn**<sup>TM</sup> Smart Places Sandpit (including any SFP-NTDs or 1:32 fibre splitter) notified by **nbn** to RSP from time to time.

### 1.9 Unauthorised use

RSP must not:

- (a) access or use the Sandpit to perform testing activities other than those:
  - (i) set out in the [Sandpit Service Description](#) which RSP has specified in its Sandpit Order and Configuration Form; or
  - (ii) otherwise approved in writing by **nbn** from time to time;
- (b) use the Sandpit for any non-functional testing, such as performance/volume testing or reliability/disaster recovery testing;
- (c) use any equipment supplied by **nbn** to RSP under sections 1.4(a), 1.5(a), 1.6(a), 1.7(a), or 1.8(a) or under sections 3.2, 6.2, 9.2, 15.2, or 18.2 of the [Sandpit Service Description](#) for any purpose other than the performance of **nbn**<sup>TM</sup> Ethernet Testing and Development Activities, **nbn**<sup>TM</sup> Enterprise Ethernet Testing and Development Activities or **nbn**<sup>TM</sup> Smart Places Testing and Development Activities;

- (d) use the Sandpit to supply any products or services to any Downstream Service Provider, Contracted End User, or other person, except:
    - (i) in connection with the performance of activities authorised by these Sandpit Service Terms and the [Sandpit Service Description](#); or
    - (ii) with the prior written consent of **nbn**; or
  - (e) re-sell or re-supply to any third party:
    - (i) the Sandpit or RSP's rights to access or use the Sandpit; or
    - (ii) any other services or capabilities that are provided by **nbn** to RSP in connection with the Sandpit,
- without prior written consent from **nbn**.

## Part D: Information & Rights Management

*Section 2 is a Service Term which should be read in conjunction with clause D1 of the [Head Terms](#).*

### 2. Confidential Information in connection with NPIS Sandpit

Digital certificates issued by **nbn** to RSP in connection with the NPIS Sandpit are Confidential Information of **nbn**.

## Part E: Risk Management

*This document does not contain any Risk Management terms which are specific to the Sandpit and are additional to Module E of the [Head Terms](#).*

## Part F: Agreement Management

*This document does not contain any Agreement Management terms which are specific to the Sandpit and are additional to Module F of the [Head Terms](#).*

## Part G: Dispute Management

*This document does not contain any Dispute Management terms which are specific to the Sandpit and are additional to Module G of the [Head Terms](#).*

## Part H: General Terms

*This document does not contain any Special Terms or Service Terms of a general nature which apply to the Sandpit and are additional to Module H of the [Head Terms](#).*

## Part I: Service Management

*This document does not contain any Service Management terms which are specific to the Sandpit.*