

Test Agreement

Test Description: Cell Site Access Trial

Parties

- 1 NBN Co Limited (ABN 86 136 533 741) of Level 11, 100 Arthur Street, North Sydney NSW 2060 (**NBN Co**)
- 2 **[Insert full legal name of Test Participant]** (ABN **[insert ABN]**) of **[insert registered address of Test Participant]** (**Test Participant**)

Background

- A NBN Co and Test Participant have entered into the Standard Test Terms.
- B This Test Description, together with the Standard Test Terms, forms the Test Agreement for the Cell Site Access Trial.
- C The purpose of the Cell Site Access Trial is to enable NBN Co and Test Participants to understand the extent to which the NEBS (where supplied by means of the NBN Co Fibre Network) is sufficiently dimensioned in the normal operation of the NBN Co Network to support the normal operation of a Cell Site providing cellular telephony and cellular broadband services to end users of a cellular network.
- D The Cell Site Access Trial will involve the provision of active and periodic feedback by Test Participant to NBN Co about the performance of the NEBS to support a Cell Site providing cellular telephony and cellular broadband services.
- E NBN Co will offer the Cell Site Access Trial at or in respect of a limited number of Cell Sites until 15 May 2014, unless extended or terminated in accordance with this Test Agreement.

1 Pre-conditions

- 1.1 To participate in the Cell Site Access Trial and before Test Participant is given access to any Test Product, Test Participant must, by 15 January 2014 or a later date at the discretion of NBN Co:
 - (a) have entered into a WBA;
 - (b) have entered into the Standard Test Terms;
 - (c) have completed the on-boarding activities for both the Facilities Access Service and NEBS;
 - (d) have undertaken on-boarding and certification activities (including workshops) as NBN Co prescribes for the Cell Site Access Trial Service;
 - (e) have provided an executed Access Seeker Undertaking; and
 - (f) be a licensed carrier that provides public mobile telecommunications services over network units that they either own or control.

- 1.2 If Test Participant ceases to comply with the conditions in clause 1.1, NBN Co may immediately exclude Test Participant from the Cell Site Access Trial.

2 Cell Site Access Trial

- 2.1 Subject to this Test Description, NBN Co will permit Test Participant to use the components of the NEBS (where supplied by means of the NBN Co Fibre Network at or in respect of Designated Cell Sites) to provide connectivity in respect of cellular telephony and cellular broadband services provided by Test Participant on a trial basis (**Cell Site Access Trial Service**).
- 2.2 Test Participant's obligation under clause 2.5 of the Standard Test Terms not to use a Test Product as an input into the supply of a Downstream Product on a commercial basis does not apply to the extent necessary to give effect to clause 2.1 of this Test Description.
- 2.3 To participate in the Cell Site Access Trial, Test Participant must, for the purposes of the trial, order the components of the NEBS to the extent necessary for NBN Co to supply the Cell Site Access Trial Service to

Test Participant at or in respect of each relevant Designated Cell Site.

- 2.4 Test Participant may order the Cell Site Access Trial Service at or in respect of up to 20 Designated Cell Sites.
- 2.5 To satisfy the NNI and CVC ordering aspect of clause 2.3, Test Participant may use NNI and CVC capacity that it has ordered under a WBA. To the extent Test Participant uses NNI and CVC capacity it has ordered under a WBA for the purposes of the Cell Site Access Trial:
- (a) such NNI and CVC capacity will be treated as though it were a Test Product; and
 - (b) the provisions of this Test Agreement will apply.
- 2.6 Subject to clauses 2.7 and 2.8, to the extent necessary to enable Test Participant to receive the Cell Site Access Trial Service:
- (a) Test Participant may request entry to the relevant POI to install, house, operate, test, maintain and remove cables and equipment;
 - (b) NBN Co will connect the Test Participant Network to the NBN Co Network; and
 - (c) NBN Co will provide cross connects, at the relevant POI in accordance with any Solution Design.
- 2.7 Subject to clause 2.8, NBN Co will supply the product components and services comprised in or required for the supply of the Cell Site Access Trial Service in accordance with the terms of the WBA Product Catalogue and NBN Co Operations Manual applicable to the NEBS and the Facilities Access Service, as if those services were being provided as part of the NEBS or the Facilities Access Service under the WBA.
- 2.8 For the purposes of the supply of product components and services comprised in or required for the supply of the Cell Site Access Trial Service, NBN Co may determine, by notice in writing to Test Participant, the manner in which the terms of the WBA Product Catalogue and the NBN Co Operations Manual applicable to the Facilities Access Service apply and any variation to the terms applying to such activities or services.

3 Test Participant's obligations during the Cell Site Access Trial

- 3.1 Throughout the term of this Test Description, Test Participant will, in accordance with any Solution Design:
- (a) **Test Premises:** provide, or procure the provision of, access to the Test Premises in accordance with clause 7 of the Standard Test Terms, including for the purpose of carrying out any

activity reasonably required for design and installation (such as carrying out site surveys) in respect of the Cell Site Access Trial.

- (b) **NTDs:** at NBN Co's request, assist NBN Co to install and provision an NTD provided by NBN Co at the applicable Test Premises;
 - (c) **Ordering:** order, through the NBN Co Service Portal, the product components and services comprised in or required for the supply of the Cell Site Access Trial Service (but which may not include a TC-4 product with a bandwidth profile lower than 50/20 Mbps, a multicast product, a TC-2 product or a TC-3 product) in accordance with the terms of the WBA Product Catalogue and NBN Co Operations Manual in the WBA, as if those components were being ordered in the course of receiving the NEBS or the Facilities Access Service under the WBA (and adopting the processes and procedures determined by NBN Co as set out in any Solution Design or otherwise directed by NBN Co);
 - (d) **Modifications:** not place a modify order for a TC-4 product with a bandwidth profile lower than 50/20 Mbps, a multicast product, a TC-2 product or a TC-3 product.
 - (e) **Fault management:** comply with the terms of the "Assurance" module of the NBN Co Operations Manual in the WBA in respect of faults under this Test Agreement, as if they related to a fault under the WBA (and adopting the processes and procedures determined by NBN Co as set out in any Solution Design or otherwise directed by NBN Co).
 - (f) **CSAS Contact:** at NBN Co's request, make the relevant CSAS Contact available at the Test Premises to assist NBN Co in respect of NBN Co's rights or Test Participant's obligations under this Test Agreement, including in respect of design, installation, fault investigation and resolution, disconnection and removal.
 - (g) **Test Purpose:** only use the Cell Site Access Trial Service for the Test Purpose.
- 3.2 As part of the Cell Site Access Trial, Test Participant must provide to NBN Co at NBN Co's request information and feedback regarding performance, usage and interoperability of the Cell Site Access Trial Service and of the services and devices relating to the Cell Site Access Trial Service, including in respect of each Cell Site summary level call and packet data reporting, and such other information as may be described in any Solution Design.

4 Service performance and fair use

- 4.1 Test Participant acknowledges that the NBN Co Network has not been designed with mobile base station traffic engineering in mind.
- 4.2 Test Participant acknowledges and agrees that no service level, rebate or compensation is available or applicable to any aspect or component of the supply of the Cell Site Access Trial Service (including where Customer uses CVC capacity ordered under a WBA, in which case the supply of such CVC capacity will, to the extent it is used for the purposes of the Cell Site Access Trial Service, be exempt from any service levels, payment of any rebates, compensation or other amounts, or obligations by NBN Co to take any action, that may otherwise apply).
- 4.3 The Fair Use Policy under the WBA and the NFAS Fair Use Policy (including the provisions of section 4.6 of the Product Description for NFAS) are taken to apply to the Cell Site Access Trial Service (and incorporated in this Test Description) subject to the following:
- (a) clause 1.1(a) of the Fair Use Policy does not apply;
 - (b) clause 4.6(c) of the Product Description for NFAS does not apply;
 - (c) clause 4.6(e) of the Product Description for NFAS does not apply;
 - (d) references to “Customer” or “Customers” are to be read as including “Test Participant” or “Test Participants”;
 - (e) in clauses 2 and 3 of the Fair Use Policy, references to “Ordered Product” or “Ordered Products” are to be read as including “Test Product” and “Test Products”;
 - (f) in the NFAS Fair Use Policy, references to “NFAS” or “NEBS” are to be read as including the “Test Product”; and
 - (g) in clause 3 of the Fair Use Policy, the reference to “Customer’s Wholesale Broadband Agreement”, are to be read as “this Test Description”.
- 4.4 NBN Co may amend this Test Description to give effect to any new, varied or replacement Fair Use Policy (and any complementary “Fair Use Policy” applicable in respect of NFAS or any replacement product or service).

5 Number, title and risk in NTDs

- 5.1 If Test Participant requests multiple NTDs in respect of the same Test Premises, NBN Co may, at its sole discretion, accept or reject that request.

- 5.2 Nothing in this Test Description gives Test Participant any right, title or interest in any part of the NTDs, made available by NBN Co to Test Participant or used by Test Participant under or in accordance with this Test Description.
- 5.3 The NTDs made available by NBN Co to Test Participant or used by Test Participant under or in accordance with this Test Description are NBN Co equipment for the purposes of clause 7.1(b) of the Standard Test Terms and the Tangible Property of NBN Co for the purposes of clause 11.4(a) of the Standard Test Terms.
- 5.4 Clause 10.3 of the Standard Test Terms applies to the NTDs made available by NBN Co to Test Participant or used by Test Participant under or in accordance with this Test Description.
- 5.5 NBN Co may offer to install and provision an alternate type of NTD that has been specifically designed for non-residential premises as part of the Cell Site Access Trial. If offered by NBN Co, and agreed by Test Participant, this alternate type of NTD would replace the NTD that was initially installed at a Test Premises in accordance with agreed outage windows and processes.

6 Charges

- 6.1 NBN Co will charge, and Test Participant must pay, charges for the Cell Site Access Trial Service as if it (and each service or product component comprised in the Cell Site Access Trial Service) were services and product components provided as part of NEBS and the Facilities Access Service provided under the WBA.
- 6.2 The terms of Module B of the WBA and the “Billing” module of the NBN Co Operations Manual will apply to the charges payable under clause 6.1 as if they were set out in this Test Description, but with the following changes:
- (a) references to “Charges” will be read as references to the charges payable under clause 6.1;
 - (b) references to “Customer” are to be read as “Test Participant”; and
 - (c) invoices issued under the WBA will include the charges payable under clause 6.1 of this Test Description, in addition to any Charges payable under the WBA.

7 Term, termination and withdrawal

- 7.1 This Test Description will terminate on 15 May 2014, unless extended by NBN Co and notified to Test Participant or terminated in accordance with clauses 7.2 or 7.3.

- 7.2 NBN Co may terminate this Test Description and the Cell Site Access Trial by issuing a Cancellation Notice in accordance with the Standard Test Terms.
- 7.3 Test Participant may terminate this Test Description or withdraw from the Cell Site Access Trial by giving 10 Business Days written notice to NBN Co (**Withdrawal Notice**).
- 7.4 NBN Co may terminate the supply of the Cell Site Access Trial Service at a particular Test Premises by issuing a Cancellation Notice to this effect in accordance with the Standard Test Terms.
- 7.5 NBN Co is not obliged to supply the Cell Site Access Trial Service after termination of this Test Description or cancellation of the Cell Site Access Trial in accordance with this clause 7.
- 7.6 The Test Participant must place a disconnect order in respect of the Product Components of the NEBS ordered pursuant to clause 2.3, within 5 Business Days after the termination or expiry of this Test Agreement or Test Participant otherwise ceasing to participate in the Cell Site Access Trial.

8 Cell Site Access Trial review and report

- 8.1 At regular monthly intervals during the Cell Site Access Trial and within 10 Business Days of completion of the Cell Site Access Trial, the parties will, at NBN Co's request, meet to review and evaluate the performance of the Cell Site Access Trial Service.

9 Contact points

- 9.1 NBN Co and Test Participant will each appoint a person as a contact point in relation to process issues (if any) arising from the Cell Site Access Trial and, in addition, Test Participant will appoint a person as a contact person in respect of each Test Premises to provide access to and assistance at each Test Premises in accordance with this Test Agreement (each, a **CSAS Contact**).
- 9.2 NBN Co and Test Participant will provide telephone and email contact details of their CSAS Contacts to each other on commencement of the Cell Site Access Trial.

10 Dictionary

In this Test Description, the singular includes the plural and vice versa and any capitalised term used but not defined has the meaning given to that term in the Standard Test Terms, and:

Cell Site means Test Participant infrastructure comprising radio access network equipment and mountings that enable communication between end user equipment and a cellular telephony network.

Cell Site Access Trial means the supply by NBN Co to Test Participant of the Cell Site Access Trial Service on a trial basis

together with the performance of ancillary obligations set out in this Test Description (including the provision of feedback by Test Participant to NBN Co) in accordance with this Test Agreement and any Solution Design.

Cell Site Access Trial Service has the meaning given in clause 2.3 of this Test Description.

CSAS Contact has the meaning given to that term in clause 9.1.

Designated Cell Site means a Cell Site, agreed between NBN Co and Test Participant, at or in respect of which the Cell Site Access Trial Service will be supplied.

NEBS means the NBN Ethernet Bitstream Service supplied by means of the NBN Co Fibre Network or the NBN Co Fibre Access Service (as applicable) supplied under the WBA.

NTD means a network termination device provided by NBN Co for the purposes of the Cell Site Access Trial.

POI means a point of interconnect as NBN Co notifies to Test Participant from time to time.

Solution Design means technical details which NBN Co may provide to Test Participant for a Cell Site Access Trial Service, which may include details of the POI and the Test Premises, the Test Purpose, equipment specifications for the Test Participant Network and any interconnection requirements. For the purposes of this Test Description, references in the Standard Test Terms to "Test Plan" are to be read as references to "Solution Design".

Standard Test Terms means the agreement entitled "Test Agreement – Standard Test Terms" entered into between NBN Co and Test Participant.

Test Description means this document, which is issued by NBN Co under the Standard Test Terms.

Test Participant Network means the networks, systems and facilities used or capable of being used by Test Participant in relation to the carrying of communications by means of guided or unguided electromagnetic or optical energy (and which are not part of the NBN Co Network).

Test Premises means a premises or location:

- (a) owned, controlled or occupied by Test Participant; and
- (b) at which an NTD will be installed for the purposes of the Cell Site Access Trial Service in respect of a Designated Cell Site,

as agreed by NBN Co and as may be specified in a Solution Design (which premises or location may be the Designated Cell Site).

Test Purpose means testing the extent to which the NEBS (where supplied by means of the NBN Co Fibre Network) is sufficiently dimensioned in the normal operation of the NBN Co Network to support the normal operation of a Cell Site providing cellular telephony and cellular broadband services to

end users of a cellular network details of which may be further specified in a Solution Design.

Withdrawal Notice has the meaning given to that term in clause 7.3.

Execution page

Executed as an agreement on

Signed for **NBN Co Limited** by its authorised representative:

Signature of authorised representative

Signature of authorised representative

Name of authorised representative

Name of authorised representative

Signed for **[insert full legal name of Test Participant]** by its authorised representative:

Signature of authorised representative

Signature of authorised representative

Name of authorised representative

Name of authorised representative