Test Agreement

Test Description: **nbn™** FTTN Speed Assurance Trial (Phase II)

This Agreement is a Standard Form of Access Agreement for the purposes of Part XIC of the *Competition and Consumer Act 2010* (Cth) where one is required for NBN Co to supply a Test Product

nbn co limited

Test Agreement

Test Description: **nbn™** FTTN Speed Assurance Trial (Phase II)

FTTN Network

Version	Description	Effective Date
1.0	Issued on 28 November 2017	Execution Date
1.1	Extended on 31 March 2018	Execution Date

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Environment

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

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Test Agreement

Test Description: **nbn™** FTTN Speed Assurance Trial (Phase II)

Parties

- nbn co limited (ABN 86 136 533 741) of Level 11, 100 Arthur Street, North Sydney NSW 2060 (**nbn**);
- [Insert full legal name of Test Participant] (ABN [insert ABN]) of [insert registered address of Test Participant] (**Test Participant**)

Background

A. This Test Description, together with the Standard Test Terms, forms the Test Agreement for the Trial.

B. The purpose of the Trial is for **nbn** to test its capability to supply enhanced speed assurance outcomes for **nbn**™ Ethernet (FTTN) on an ongoing basis.

C. **nbn** intends to assess and identify use-cases and assurance outcomes that could be delivered as enhanced assurance measures on an ongoing basis.

D. The Trial will also enable **nbn** to collect and analyse data that can provide insights into the processes, tools and potential infrastructure uplift required to improve end user experience.

1. Interpretation

In this Test Description:

(a) the singular includes the plural and vice versa;

(b) any capitalised term used but not defined has the meaning given to that term in the Standard Test Terms; and

(c) any capitalised term used but not defined in this Test Description or the Standard Test Terms has the meaning given to that term in the WBA.

2. Participation in the Trial

To participate in the Trial, the Test Participant must:

(a) be a party to WBA version 3.0;

(b) have entered into the Standard Test Terms;

(c) have entered into this Test Description for the **nbn™** FTTN Speed Assurance Trial (Phase II); and

(d) have in place (and maintain at all times during the Test Period) an Eligible End User Contract with each Eligible End User.

3. Documentation

nbn may, without limiting clause 6, amend or replace this Test Description by giving 10 Business Days' notice to Test Participant.

4. The Trial

4.1 Test Activities

(a) During the Test Period, **nbn** and Test Participant will participate in the Trial, in accordance with the Test Agreement.

(a) Subject to the rights and obligations of each party under this Test Agreement, the parties will cooperate with each other and work collaboratively in connection with the performance of the Test Activities so as to enable **nbn** to carry out the Test Activities and use the learnings to develop and enhance its systems, products, services and processes.

(b) The parties must participate in Test Activities in accordance with:

(i) the processes and procedures set out in the Test Agreement and any Supporting Documents; and

(ii) **nbn**'s reasonable instructions, policies and procedures regarding the Test Activities that are notified by **nbn** to Test Participant from time to time.

(c) **nbn** may determine in its sole discretion not to conduct Test Activities at an Eligible Premises that is included in the Trial. If **nbn** makes such a determination, it will use reasonable endeavours to notify the Test Participant of the details of the relevant Eligible Premises.

4.2 Service Levels

(a) The parties acknowledge that in carrying out the Test Activities:

(i) **nbn** may temporarily interrupt an Ordered Product supplied to an Eligible Premises and any such interruption will not be an Outage or a Service Fault;

(ii) no Service Levels under the WBA apply to the carrying out of the Test Activities; and

(iii) **nbn** may temporarily require any Stable Profile applied in respect of an Eligible Premises be reverted to a Standard Profile (in collaboration with the Test Participant) in order to run certain tests and diagnosis. This may briefly interrupt a customer's service and any such interruption will not constitute an Outage or a Service Fault**.**

(b) Other than in respect of the impact of Test Activities on Ordered Products, the obligations under the WBA will continue to apply to in respect of Ordered Products supplied to Eligible Premises during the Test Period.

4.3 Charges

No charges will apply to Test Activities carried out under the Test Agreement. Charges for Ordered Products supplied to Eligible Premises will continue to apply.

4.4 Errors, defects and deficiencies

Test Participant will notify **nbn** of any matter which Test Participant considers to be a material error, defect or deficiency in **nbn**'s processes or procedures regarding the Trial, as soon as reasonably practicable following becoming aware of that material error, defect or deficiency.

4.5 Liability exclusion

To the full extent permitted by law, **nbn** excludes all liability to Test Participant in respect of any Loss arising by reason of any failure of any works undertaken by **nbn** as part of the Test Activities to:

(i) improve in the performance of any Eligible Customer Product supplied at that Eligible Premises;

(ii) be free from defects; or

(iii) otherwise be fit for the purposes for which it was supplied.

5. Management of Eligible End Users

(a) During the course of the trial **nbn** will require the Test Participant to raise a Service Incident, in respect of each of the identified Eligible Premises.

(b) **nbn** may carry out remote test and diagnostic activity in relation to each Service Incident to assess the appropriate Test Activities for each Service Incident and will inform Test Participant of the outcome of any assessment using the Service Portal, and may also update the Test Participant by telephone or email.

(c) **nbn** will inform the Test Participant whether the conduct of Test Activities in relation to a Service Incident may require an Appointment (where **nbn** will require access to the Premises) or a Commitment (where **nbn** won't require access to the Premises.)

(d) In respect of each such Eligible Premises, the Test Participant will need to follow instructions from **nbn** personnel in respect of:

(i) contacting the relevant Eligible End User in order to:

(A) provide information regarding the Trial;

(B) make any necessary appointments for attendance at the Eligible Premises to carry out the Test Activities; and

(C) manage interactions with the Eligible End User in respect of the Test Activities; and

(ii) logging a Service Incident in respect of that Eligible Premises if requested by **nbn**;

(iii) carrying out remote testing and diagnostic activities if requested by **nbn**; and

(iv) doing all things reasonably required to facilitate the conduct of the Test Activities.

(e) If, during the Test Period, the Test Participant (acting reasonably) wishes to withdraw an Eligible Premises from the Trial:

(i) the Test Participant will notify **nbn** via the Service Portal or other means of the details of the relevant Eligible End User and Eligible Premises; and

(ii) **nbn** will, as soon as reasonably practicable following such notification, cease engagement in respect of the relevant Eligible End User in respect of the Trial and cease any Test Activities regarding the relevant Eligible Premises.

(f) References to the Test Participant's "Personnel" in this Agreement do not include **nbn** or its Personnel when performing the Test Activities.

6. Term, termination and withdrawal

(a) This Test Description will commence once executed by both parties and terminate on the Expiry Date unless terminated earlier in accordance with clauses 6(b) or 6(c) (**Test Period**).

(b) **nbn** may issue a Cancellation Notice at any time in accordance with the Standard Test Terms to terminate:

(i) this Test Description; and/or

(ii) the Test Activities.

(c) Test Participant may terminate this Test Description or withdraw from the Trial by giving 10 Business Days' written notice to **nbn**.

(d) If this Agreement is terminated **nbn** will:

(i) complete Test Activities in relation to Participating End Users where it has already commenced the Test Activities; and

(ii) not commence any Test Activities in relation to Premises where it has not already initiated Test Activities.

7. Test Contacts

(a) **nbn** and Test Participant will each appoint a person as a contact point in relation to process issues (if any) arising from the Test Activities (each, a **Test Contact**).

(b) **nbn** and Test Participant will provide telephone and email contact details of their Test Contacts to each other before Test Activities commence.

8. Definitions

Unless otherwise defined, terms used in this Test Description have the meaning given in the Standard Test Terms and the WBA and:

Eligible End User means the Contracted End User in respect of an Eligible Customer Product (or that person's authorised representative).

Eligible End User Contract means a contract with an Eligible End User which permits **nbn** to conduct the Test Activities and includes any necessary consents from the Eligible End User to permit the Eligible End User's Personal Information to be disclosed to and used by **nbn** and its Personnel for the purposes of the Test Activities.

Eligible Customer Product means a Customer Product or Downstream Product supplied by the Test Participant that uses **nbn**™ Ethernet (FTTN) as an input.

Eligible Premises means a Premises selected by **nbn** and that is supplied with a Eligible Customer Product that **nbn** and Test Participant have agreed should be included in the Trial.

Expiry Date means 30 November 2018 or such later date as notified by **nbn** to Test Participant.

Out Of Scope Works means works **nbn** determines not to undertake pursuant to this Trial and will include:

(a) undertaking works in relation to **nbn**™ Ethernet (FTTN) Ordered Products that experience a Service Fault;

(b) working on Eligible Premises with an Eligible Customer Product that is a Priority Service;

(c) carrying out any work on in-home wiring or customer equipment; and

(d) installing or cabling of any new secondary telecommunication outlet(s).

Service Incident means, in respect of an Eligible Premises, a notification through the Service Portal, in the same manner as a Trouble Ticket is raised, for the commencement of Test Activities at that Eligible Premises.

Supporting Document means any documents notified to Test Participant by **nbn** that details reasonable instructions, policies and procedures regarding the Test Activities.

Trial means the conducting of Test Activities at Eligible Premises undertaken in accordance with this Test Agreement and the Supporting Documents.

Test Activities means the activities conducted by **nbn** to:

(a) test and record the performance of **nbn**™ Ethernet (FTTN) Ordered Products delivered to Eligible Premises;

(b) conduct test and diagnostic activities in respect of the FTTN Network to identify and investigate probable causes for impacted service performance at the Eligible Premises;

(c) use reasonable endeavours to undertake works in respect of the FTTN Network to improve the performance of **nbn**™ Ethernet (FTTN) delivered to Eligible Premises; and

(d) at its discretion, replace or repair network elements up to the first Telecommunications Outlet in attempting to improve the performance of **nbn**™ Ethernet (FTTN) delivered to Eligible Premises,

and will not include any Out Of Scope Works.

Test Agreement means this Test Description together with the Standard Test Terms

Test Contact has the meaning given in clause 7(a).

Test Period has the meaning given in clause 6(a).

WBA means the most recent agreement of that name entered into between the parties (as amended from time to time) including any replacement version of that agreement entered into between the parties

Execution

Executed as an agreement

Signed for **nbn limited** by its authorised representatives:

Signature of authorised representative	Signature of authorised representative
Name of authorised representative	Name of authorised representative
Date of signature	Date of signature

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

Signature of authorised representative	Signature of authorised representative
Name of authorised representative	Name of authorised representative
Date of signature	Date of signature