

# Test Agreement

Test Description: **nbn**<sup>™</sup> On The Day RSP Technical Support Trial



# Test Agreement

## Test Description: **nbn**<sup>TM</sup> On The Day RSP Technical Support Trial

| Version | Description            | Effective 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**<sup>™</sup> On the day RSP technical Support Trial

### 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. **nbn** and Test Participant have entered into the Standard Test Terms.
- B. This document constitutes a Test Description for the purposes of the Standard Test Terms.
- C. The purpose of the Test is for **nbn** to test the On The Day Technical Support capability with the Test Participant to improve their connect experience for business services.

## 1. Interpretation and definitions

### 1.1 Interpretation

For the purposes of this Test Description:

- (a) any capitalised term used but not defined in this Test Description has the meaning given to that term in the Standard Test Terms unless expressly specified otherwise; and
- (b) 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 standard form of access agreement version of the WBA published on the **nbn** website (**WBA SFAA**).

### 1.2 Definitions

In this Test Description:

**Agreement** means the Standard Test Terms, this Test Description and an applicable Test Plan, together with any Supporting Documents.

**On The Day Technical Support** means the Test Activities provided by **nbn** to the Test Participant under clause 3(a).

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

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

**Test Activities** means the activities set out in section 3 of this document.

**Test Commencement Date** means August 1, 2019 or such other date as varied by **nbn** in accordance with clause 6.1(b).

**Test Contact** means each person appointed by **nbn** and Test Participant as:

- (a) their single central contact point regarding the Test; and
- (b) any additional people appointed as contact points in relation to specific matters regarding the Test (such as operational or technical issues).

**Test Expiry Date** means January 31, 2020 or such other date as varied by **nbn** in accordance with clause 6.1(b).

## 2. Participation in the Test

- (a) To participate in this Test, Test Participant must:
  - (i) be a party to a WBA;
  - (ii) have entered into the Standard Test Terms and this Test Description;
  - (iii) have completed the relevant on-boarding and certification activities required by **nbn** for this Test;
  - (iv) at all such times, be fully compliant with the terms of its WBA;
  - (v) acquired **nbn**<sup>™</sup> Ethernet (FTTN) and/or **nbn**<sup>™</sup> Ethernet (FTTB) services from **nbn** to support the running of a business; and
  - (vi) have active AVCs.
- (b) If Test Participant ceases to comply with the any of the conditions in clause 2(a) at any time during the Test Period, **nbn** may immediately do any one or more of the following things:
  - (i) exclude Test Participant from the Test; and/or
  - (ii) terminate this Agreement.
- (c) **nbn** may, without limiting clause 6, amend or replace this Test Description or any Supporting Document by giving 10 Business Days' notice to Test Participant.

## 3. Test Activities

- (a) Following the assessment of an issue with an Ordered Product within scope of this Test, **nbn**, at its discretion, will determine which **Test Activities** to undertake in order to address the issue. These **Test Activities** may include, but not limited to, the following tasks:
  - (i) perform live troubleshooting with the Test Participant field technician, including running tests, checking for multiple MDF's, and checking for order, address, and physical asset mismatches;
  - (ii) provide copper cable details and MDF Vertical Pair details to the Test Participant field technician by conducting a thorough review of inventory records and previous site and copper pair history;
  - (iii) remotely inject tone from the node where the Test Participant field technician has a Butinski test tool and there is a potential to locate or verify the integrity of the pair using this method;
  - (iv) perform live FTTB DSLAM swaps where the service has been built to the incorrect MDF or Node;
  - (v) advise the Test Participant field technician or Test Participant operator when a trouble ticket needs to be raised to **nbn** in cases where On the Day support has been unable to resolve the problem; and
  - (vi) provide case management for trouble tickets raised where On the Day support was unsuccessful and the trouble ticket is raised within 2 Business Days following the associated support call.

## 4. General Obligations

### 4.1 Co-operation

- (a) **Test Participant** must ensure that:
- (i) the Test Participant field technician must be on site and have access to the **nbn** network boundary point at the End User premises;
  - (ii) the Test Participant field technician has appropriate copper testing equipment on site, including at a minimum a known working **nbn** compatible VDSL modem to verify line sync;
  - (iii) identification is provided in the form of a name or operating number;
  - (iv) a **nbn** order reference number, AVC, or Test Participant reference number as used in the **nbn** Connect Order;
  - (v) the correct address and business name of the End User can be verified;
  - (vi) the Test Participant field technician is supplied with all instructions, processes, and contact numbers for requirements that are outside the scope of the **nbn** On The Day Technical Support team;
  - (vii) a trouble ticket is raised to **nbn** where the On The Day Technical Support has identified that a **nbn** field technician will be required to resolve the issue;
  - (viii) all order checks are complete and reasonable troubleshooting as described in the [NEBS on FTTB and FTN Test & Diagnostic Checklist](#); and
  - (ix) they are available for regular governance meetings with **nbn** to discuss trial feedback, data, and performance.
- (b) The **Test Participant** will:
- (i) perform any integration and acceptance testing activities as required by **nbn** from time to time; and
  - (ii) support and assist **nbn** with the conduct of this Test including by:
    - (A) undertaking Test related activities (including manual processes) in timeframes determined by **nbn** (acting reasonably) and notified to Test Participant;
    - (B) providing dedicated resources to work with **nbn** to resolve issues that may arise during this Test;
    - (C) working collaboratively with **nbn** to refine this Test;
    - (D) notifying **nbn** of any matter which Test Participant considers to be a material error, defect or deficiency in the products, processes or procedures the subject of this Test, as soon as reasonably practicable after becoming aware of that material error, defect or deficiency;
    - (E) without limiting clause 4.1(b)(ii)(D), providing feedback for the purposes of improving the products, processes or procedures the subject of this Test; and
    - (F) performing any other activities as required by an applicable Test Plan as updated from time to time.

- (c) **nbn** will provide:
- (i) a dedicated **nbn** On The Day Technical Support team that a Test Participant field technician can contact in the event of technical issues during a connection to the **nbn** network;
  - (ii) On The Day Technical Support to Test Participant field technicians, customers may dial 1300 626 999 (Option 3), between 8:00 – 19:00 AEST (8:00 – 20:00 AEST during daylight savings) – Monday to Friday for assistance;
  - (iii) case management for trouble tickets raised as part of the trial, where On The Day Technical Support was unsuccessful and the trouble ticket is raised within 2 Business Days following the associated support call;
  - (iv) collaboration with the Test Participant to analyse the data collected during the activities described above, to inform further improvements to **nbn**'s and the Test Participant's connection processes; and
  - (v) data capture, reporting and analysis of all calls for governance and provide this information to the respective Test Participants on a weekly basis.

## 4.2 Test Contact

- (a) Whenever requested by **nbn**, the Test Participant must make its Test Contacts available to meet with **nbn**'s Test Contacts (either in person, by phone or by videoconference) to discuss any matters relating to this Test.
- (b) **nbn** and Test Participant will provide telephone and email contact details of their Test Contacts to each other prior to the start of this Test and maintain and provide updates to these contact details for the duration of the Term.

## 4.3 Reports

- (a) Test Participant must provide **nbn** with feedback and reporting in the form, and at the times, defined in the onboarding pack provided to the Test Participant, as may be amended from time to time.

## 4.4 Test Results

The following test results will be captured as a part of this Test:

- (a) the volume of calls, outcome of each call, average handling time, successful connection of the service while on call, unsuccessful connection with trouble ticket required, or other outcome such as incorrectly ordered;
- (b) basic data such as the service identifier, Test Participant, callers name, End User business name and address, connect order type, call duration, and trouble ticket number if applicable; and
- (c) problem data such as reason for call, solutions attempted and provided, root cause analysis on drivers for the call, and reasons behind the unsuccessful on the day connections where a trouble ticket was required.

## 5. Charges

- (a) Applicable charges under the **nbn**<sup>TM</sup> Ethernet Price List will continue to apply.
- (b) Each party to the Agreement will bear its own costs of participating in the Test.
- (c) Otherwise, no other charges will apply to the Test.

## 6. Term, termination and withdrawal

### 6.1 Term and termination

- (a) The parties will perform Test Activities:
  - (i) starting on or after the Test Commencement Date; and
  - (ii) stopping on the Test Expiry Date unless cancelled earlier by **nbn** in accordance with the Agreement.
- (b) **nbn** may vary the Test Commencement Date and/or Test Expiry Date on no less than 5 Business Days' notice.

### 6.2 Cancellation

Without limiting **nbn**'s rights under the Standard Test Terms, if the Test Participant breaches any provision of this Agreement during the Term (including failing to comply with any condition in clause 2), **nbn** may immediately:

- (a) cancel Test Participant's participation in any Test or any part of any Test under this Test Description;
- (b) terminate this Test Description; and
- (c) terminate this Agreement.

## 7. Liability exclusion

- (a) Notwithstanding anything in the Standard Test Terms, to the full extent permitted by law, Test Participant:
  - (i) must not make a Claim against **nbn** for any Loss suffered or incurred by Test Participant in relation to this Test, the Test Products or this Agreement;
  - (ii) releases and forever discharges **nbn** from all Claims and Liabilities which Test Participant has (or at any time might have or may have had) in relation to this Test, the Test Products or this Agreement; and
  - (iii) indemnifies and holds each of the **nbn** Indemnified Parties harmless in respect of any Loss suffered or incurred as a result, or in connection with the supply of the Test Products other than in respect of **nbn**'s confidentiality obligations under this Agreement.
- (b) To the extent that clause 7(a) does not operate to exclude or limit a party's liability or to indemnify a party against Loss, clauses 10 to 11 of the Standard Test Terms will apply.

## 8. Test Participant Acknowledgements

Test Participant warrants and agrees that:

- (a) Test Participant has made and has relied on its own investigations, enquiries, knowledge and expertise in respect of all Tests and this Agreement and its own evaluation of any material provided by **nbn** to Test Participant or its Personnel including before the date of this Agreement;
- (b) as part of its investigations and enquiries in respect of all Tests and this Agreement, Test Participant or its Personnel have had access to all documents and information they have requested from **nbn** or its Personnel;



- (c) Test Participant has extensive knowledge and experience in relation to the provision of similar services and has had the benefit of independent legal, financial and technical advice relating to its proposed participation in this Test and its entry into this Agreement; and
- (d) Test Participant is not entering into this Agreement in reliance on, and it may 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 this Agreement.

# Execution

## Executed as an agreement

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

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Signature of authorised representative

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Signature of authorised representative

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Name of authorised representative

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Name of authorised representative

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Date of signature

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Date of signature

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Signed for **<insert party name>** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

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Signature of authorised representative

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Signature of authorised representative

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Name of authorised representative

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Name of authorised representative

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Date of signature

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Date of signature