Test Agreement

Test Description: Automated Appointment Rescheduling Process Trial
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<td>Issued on 29 May 2020</td>
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Environment

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

Test Description: Automated Appointment Rescheduling Process Trial

Parties

- nbn co limited (ABN 86 136 533 741) of Level 13, 100 Mount Street, North Sydney NSW 2060 (nbn);
- [Insert party name] (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 Agreement for this Trial.

B. Due to the impact of COVID-19, there is reduced contact centre capacity across nbn and RSPs and nbn has observed an increase in the number of Appointments being rescheduled.

C. nbn is currently developing a new automated process through which Contracted End Users will be able to reschedule appointments via an online booking tool. It is anticipated that this new process will assist in easing current capacity constraints when rescheduling Appointments.

D. The purpose of this Trial is to test this new rescheduling process ahead of a possible launch of the rescheduling process and its availability for all or a substantial portion of Contracted End Users. Test Participant will work with nbn and provide feedback to nbn on the progress and outcomes of the Test.

1. Interpretation and definitions

1.1 Interpretation

For the purposes of this Test Description:

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

(b) any capitalised term used but not defined in this Test Description 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.

1.2 Definitions

In this Test Description:

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

Appointment Rescheduling SMS means the SMS message sent by nbn to relevant Contracted End Users containing a link to the Online Rescheduling Tool.

Effective Date has the meaning given to that term in clause 3(a)(i).
Eligible Appointment has the meaning given to it in clause 7.1(b).

Eligible Premises means a Premises:

(a) to which nbn currently supplies any nbn™ Ethernet Ordered Product; or

(b) in respect of which a Connect Order has been placed for an nbn™ Ethernet Ordered Product.

Excluded Appointment has the meaning given to it in clause 7.1(c).

EOI means the expression of interest process run by nbn as described in the document titled ‘Automated Appointment Rescheduling Process Trial – Request for Expressions of Interest’ dated 14 May 2020.

Expiry Date has the meaning given to that term in clause 3(a)(ii).

Online Rescheduling Tool means the online tool made available by nbn for Contracted End Users to reschedule an Eligible Appointment for a Connect Order or a Trouble Ticket in accordance with the terms of this Test Description and the Supporting Documents.

Supporting Documents means any document provided to Test Participant by nbn that details instructions, policies and procedures regarding the Test Activities, including relevant Test Plans, as updated by nbn from time to time in accordance with clause 4(b).

Test Activities means the activities undertaken by nbn and Test Participant in accordance with this Test Description and the Supporting Documents together with the performance of the obligations set out in the Agreement and any other activities and processes that nbn notifies to Test Participant from time to time are required to perform this Trial.

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

(a) their single central contact point regarding this Trial; and

(b) any additional people appointed as contact points in relation to specific matters regarding this Trial (such as operational or technical issues).

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

Test Period has the meaning given to the term in clause 3(a).

Trial means the trial of the automated Appointment rescheduling process and all associated activities undertaken in accordance with this Test Description and the Supporting Documents, with such trial being a "Test" for the purposes of the Standard Test Terms.

2. Pre-conditions to participation

(a) To participate in the Trial, Test Participant must, by the Effective Date, or a later date notified by nbn:

(i) be a party to the WBA;

(ii) have entered into the Standard Test Terms and this Test Description;

(iii) have responded to the EOI and been selected by nbn to participate in this Trial through the EOI; and

(iv) have completed all necessary on-boarding activities prescribed by nbn for the purposes of this Trial.
(b) If Test Participant ceases to comply with any of the conditions in clause 2(a) at any time, nbn may immediately do any one or more of the following things:
(i) exclude Test Participant from part or all of the Trial;
(ii) terminate this Test Description; or
(iii) terminate the Agreement.

3. Test Term

(a) The term of the Trial will:
(i) commence on the later of the date that the parties execute this Test Description and 1 June 2020 (Effective Date) unless otherwise notified by nbn; and
(ii) expire on 10 July 2020, unless extended by nbn or terminated earlier in accordance with this Test Description (Expiry Date),

(Test Period).

(b) nbn may, by giving Test Participant 5 Business Days’ written notice, and without limiting its rights under clause 11, amend the Effective Date and/or the Expiry Date.

4. Documentation

(a) Prior to the commencement of the Trial, nbn will provide Test Participant with any relevant Supporting Documents (including any applicable Test Plans).

(b) nbn may issue, amend or replace any Supporting Document from time to time during the Test Period, including to reflect feedback given in relation to the performance of the Test Activities. nbn will provide Test Participant with 5 Business Days’ notice of such issued, amended or replaced Supporting Document.

5. General Obligations

(a) During the Test Period, nbn and Test Participant will participate in this Trial.

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

(c) Test Participant must participate in Test Activities in accordance with:
(i) the processes and procedures set out in this 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.

(d) Test Participant must support and assist nbn with the conduct of this Trial including by:
(i) sharing information regarding the Test Activities;
(ii) providing resources to work with nbn to resolve issues that may arise during this Trial;
(iii) notifying nbn of any matter which Test Participant considers to be a material error, defect or deficiency in the processes that are the subject of this Trial, as soon as reasonably practicable after becoming aware of that material error, defect or deficiency;
(iv) providing feedback, including any feedback received from Contracted End Users, for the purposes of improving the processes that are the subject of this Trial; and

(v) performing any other activities as required by a Test Plan.

6. Online Rescheduling Tool

(a) **nbn** will make the Online Rescheduling Tool available to Contracted End Users of the Test Participant during the Test Period in accordance with this Test Description and any relevant Supporting Documents (as updated from time to time).

(b) The Online Rescheduling Tool will be provided on a trial-only and "as-is" basis for the purposes set out in this Test Description and without liability of any kind for **nbn** unless otherwise set out in this Test Description or the Supporting Documents. Without limiting the foregoing, **nbn** makes no representation and gives no warranty that the Online Rescheduling Tool will be fault or error free in operation.

(c) Test Participant acknowledges and agrees that any or all aspects of the Online Rescheduling Tool provided by **nbn** to Contracted End Users in connection with this Test Description may be changed or updated by **nbn** at any time.

7. Rescheduling process

7.1 Scope

(a) Test Participant acknowledges and agrees that the Test Activities will only be undertaken in connection with Eligible Premises.

(b) The rescheduling process contemplated by this Test Description (and as will be supported by the Online Rescheduling Tool) will only apply to Appointments for Connect Orders or Trouble Tickets for Contracted End Users of Test Participant where:

(i) such Connect Orders or Trouble Tickets are in Pending status during the Test Period; and

(ii) such Appointments are not Excluded Appointments,

(each such Appointment, an **Eligible Appointment**).

(c) Notwithstanding anything to the contrary in this Test Description, Test Participant must continue to schedule Appointments in accordance with the standard processes set out in the WBA:

(i) where the Contracted End User’s mobile number has not been provided within the Connect Order or Trouble Ticket;

(ii) where the relevant Contracted End User has not responded to the Appointment Rescheduling SMS within 2 calendar days;

(iii) in respect of **nbn™** Ethernet Ordered Products supplied in connection with **nbn™** Ethernet (Wireless) and **nbn™** Ethernet (Satellite);

(iv) for all Priority Assistance Transactions; and

(v) for any other Trouble Ticket or Connect Order identified by **nbn** as not being applicable for the automated rescheduling process.

(each an **Excluded Appointment**).

(d) Test Participant acknowledges and agrees that the Online Rescheduling Tool will not be made available, or may cease to be made available to Contracted End Users for Excluded Appointments (and the Test Plan may provide further detail in this regard).
7.2 Rescheduling process for Eligible Appointments

(a) Subject to clause 11(b), nbn and Test Participant agree that for all Eligible Appointments during the Test Period, the following rescheduling process will apply:

(i) nbn will send an Appointment Rescheduling SMS to relevant Contracted End Users of Test Participant in respect of Eligible Appointments in accordance with the processes and similar requirements specified in the Test Plan. The mobile number provided by Test Participant when a Connect Order or Trouble Ticket is submitted to nbn will be the number to which the Appointment Rescheduling SMS will be sent;

(ii) the Contracted End User will be able to access the Online Rescheduling Tool via the relevant link in the Appointment Rescheduling SMS;

(iii) the Contracted End User will be able to provide information regarding preferences for the rescheduling of the Eligible Appointment using the Online Rescheduling Tool;

(iv) nbn will reschedule the Eligible Appointment using the information provided by the Contracted End User in accordance with clause 7.2(a)(iii). nbn will confirm the rescheduled Eligible Appointment with the Contracted End User by sending a confirmation SMS;

(v) if nbn reschedules an Eligible Appointment under clause 7.2(a)(iv), nbn will notify Test Participant of the new rescheduled Eligible Appointment details via the nbn™ Service Portal or B2B Access and will do so promptly and otherwise in accordance with any specific timing requirements set out in the WBA; and

(vi) nbn will provide Test Participant with a report which will provide a high level summary of data relating to the use of the rescheduling process as determined from time to time by nbn, provided that this will include the percentage of Contracted End Users of the Test Participant who responded to the Appointment Rescheduling SMS. The report will include the details, and be provided in accordance with the timeframes, set out in the Test Plan.

(b) In clause 7.2(a), references to Contracted End User include the authorised representatives aged 18 and over of a Contracted End User.

(c) nbn and Test Participant agree that, subject to clause 11(b), for the duration of the Test Period the rescheduling process outlined in this Test Description will, to the extent applicable, replace the existing relevant processes in the WBA for rescheduling Eligible Appointments.

(d) Test Participant agrees that:

(i) nbn may use the Confidential Information of Test Participant and Contracted End User Details and that nbn may contact Contracted End Users in accordance with this Test Description; and

(ii) Test Participant will obtain any necessary consents from Contracted End Users required for the purposes of the performance of the Test Activities.

8. Performance

(a) Test Participant acknowledges and agrees that, for the purposes of the following Performance Objectives set out in sections 2.2 and 10.2 of the nbn™ Ethernet Service Levels Schedule, Eligible Appointments will not be calculated as part of, or otherwise included in any relevant determination of, nbn’s performance:

(i) Initial Actual Appointments rescheduled;

(ii) Initial Actual Appointments that were previously rescheduled kept in accordance with the Service Levels;

(iii) Initial Actual Trouble Ticket Appointments rescheduled; and
(iv) Initial Actual Trouble Ticket Appointments that were previously rescheduled kept in accordance with the Service Levels.

(b) \texttt{nbn} will continue to include Excluded Appointments when measuring the Performance Objectives identified in clause 8(a).

9. Test Contacts

(a) \texttt{nbn} and Test Participant will each appoint a person as a Test Contact in relation to co-ordination of the Test Activities and such that each such person is responsible for managing \texttt{nbn}'s or Test Participant's (as the case may be) performance of this Agreement.

(b) On or before the commencement of this Test Description, \texttt{nbn} and Test Participant will provide telephone and email contact details of their Test Contacts, and maintain and provide updates to these contact details for the duration of the Test Period.

(c) Whenever requested by \texttt{nbn}, Test Participant must make its Test Contacts available to meet with \texttt{nbn}'s Test Contact (either in person or by videoconference) to discuss any matters relating to this Test.

10. Review and reporting

(a) Test Participant will, at \texttt{nbn}'s request:

(i) provide feedback on any process, tooling, associated activity, or integration experience regarding the Trial; and

(ii) meet with \texttt{nbn} to review and evaluate the performance of the Trial, which such meeting may be virtual or by phone.

(b) Test Participant will notify \texttt{nbn} of any matter which Test Participant considers to be a material error, defect or deficiency in the processes or procedures regarding the Trial (including any perceived error, defect or deficiency in the Online Rescheduling Tool), or any matter that may materially impact the Trial, as soon as reasonably practicable following becoming aware of same.

(c) Test Participant will use its best endeavours to review and rectify any matters identified in clause 10(b) and that relate to their systems and processes within timeframes agreed with \texttt{nbn}.

(d) Test Participant will provide feedback in relation to the Trial as requested by \texttt{nbn} including in relation to the effectiveness of the Online Rescheduling Tool, issues faced or potential improvements.

11. Term, termination and withdrawal

(a) \texttt{nbn} may amend or replace this Test Description by giving 5 Business Days' notice to Test Participant.

(b) \texttt{nbn} may interrupt, suspend or cancel the supply or performance of the Trial for any reason, by giving Test Participant as much notice as reasonably practicable in the circumstances.

(c) \texttt{nbn} may issue a Cancellation Notice at any time in accordance with the Standard Test Terms to terminate any one or more of the following:

(i) this Test Description; or

(ii) the Trial.

(d) Test Participant may cancel its participation in the Trial by giving 5 Business Days' written notice to \texttt{nbn} and informing \texttt{nbn} of the reason for the cancellation, in which case \texttt{nbn} may give a Cancellation Notice under the Standard Test Terms.
(e) The parties will use their reasonable endeavours to work with each other for the purpose of avoiding any inconvenience to any Contracted End Users affected by termination or cancellation of this Test Description or any Test Activities.

12. Charges

(a) Subject to clause 12(b), no charges will apply to this Trial, and nbn will not charge Test Participant or any Contracted End Users any fee or other amount in connection with the use of the Online Rescheduling Tool.

(b) However, all applicable charges under the nbn™ Ethernet Price List will continue to apply.
### Execution

**Executed as an agreement**

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

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Signed for **[insert party name]** by its authorised representatives:

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