

# Test Agreement

## Test Description: **nbn™ Alternative Voice Services Trial**



# Test Agreement

## Test Description: **nbn**<sup>TM</sup> **Alternative Voice Services Trial**

Version	Description	Effective Date
1.0	Issued on 19 April 2021	TBA
1.1	Correction to Wireless Test Product and Low Band Wireless Test Product description	11 August 2021

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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> **Alternative Voice Services Trial**

### Parties

- nbn co limited (ABN 86 136 533 741) of Level 13, 100 Mount Street, North Sydney NSW 2060 (**nbn**);
- <company name> (ABN XX XXX XXX XXX) of <address> (**Test Participant**).

### Background

- A significant proportion of Australia's land mass is identified as being rural and remote where traditional terrestrial voice connectivity is limited in its availability.
- To service users operating in these locations, technologies such as wireless and satellite can be used to provide connectivity. These technologies have been designed to operate in these types of locations and using a range of wireless technologies to delivery internet services capable of supporting Voice Over IP (VoIP) and Ethernet connectivity to the internet.
- nbn** is seeking to trial the use of various broadband technologies to support the delivery of IP based voice services in rural and remote areas of Australia which have traditionally been serviced with long copper lines or High Capacity Radio Concentrator (HCRC) networks.
- This document constitutes a Test Description for the purposes of the Standard Test Terms.
- The purpose of the Test is to enable **nbn** and Test Participant to test:
  - the capability of **nbn** and Test Participant to deliver the Test Product;
  - the performance and functionality of the Test Product; and
  - the capability of **nbn** and Test Participant to order, provision, support, and operate the Test Product.

## 1. Interpretation and definitions

### 1.1 Interpretation

For the purposes of this Test Description:

- 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
- 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 following order of precedence, in the standard form of access agreement version of:
  - the WBA; and
  - the SMP-IA,  
published on the **nbn**'s Website from time to time.

## 1.2 Definitions

In this Test Description:

**Agreement** means this Test Description and the Standard Test Terms.

**Eligible Premises** means a Premises, notified by **nbn** to the Test Participant, as being eligible to receive a Test Product.

**Low Band Wireless Test Product** means the low-band wireless product provided on a test basis, as described in clause Appendix A3 of Appendix A and as may be further described in any Test Plan.

**Monthly Reporting Template** means a document outlining relevant feedback, data and insights in relation to the Test that is required to be completed by Test Participant and returned to **nbn**.

**nbn Indemnified Parties** means **nbn**, each of **nbn**'s Related Bodies Corporate, each of the Personnel of **nbn** and **nbn**'s Related Bodies Corporate, each of **nbn**'s subcontractors and each of the Personnel of each of **nbn**'s subcontractors.

**nbn™ Network Boundaries** means:

- (a) the Test UNI; and
- (b) the **nbn**™ Upstream Network Boundary.

**nbn™ Upstream Network Boundary** means:

- (a) in respect of the Low Band Wireless Test Product and the Wireless Test Product, the point described in paragraph (b) in the definition of "**nbn**™ Network Boundaries" in the WBA; and
- (b) in respect of the SkyMuster™ Plus Test Product, the Internet Point of Presence.

**SkyMuster™ Plus Test Product** means a SkyMuster™ Plus based solution as described in clause Appendix A2 of Appendix A and as may be further described in any Test Plan.

**SMP-IA** means the most recent agreement entitled "**nbn**™ Sky Muster™ Plus Interim Agreement" that may have been entered into between the parties (as amended from time to time) including any replacement version of that agreement that may be entered into between the parties.

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

**Test Confidential Information** means Confidential Information that **nbn** designates as being "Test Confidential Information".

**Test Contact** means each person appointed by each of **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 End User** means the Contracted End User at a Test Premises.

**Test End User Equipment** means any equipment that is used by a Test End User in connection with the Test Products, including routers and personal computers.

**Test Premises** means an Eligible Premises to which **nbn** is supplying a Test Product under this Agreement.

**Test Premises Quota** has the meaning given to that term in clause 5(c).

**Test Product** means any one of the following, as described in Appendix A, and as may be further described in any Test Plan:

- (a) Low Band Wireless Test Product;
- (b) Wireless Test Product; and
- (c) SkyMuster™ Plus Test Product.

**Test Product Component** means, as the context requires, the Test AVC, Test CVC, Test NNI, Test Plan or Test UNI.

**Test Term** means the term of the Test as determined in accordance with clause 9.1.

**Uninterrupted Power Supply** or **UPS** means a battery backup power source supplied by **nbm** to provide emergency power for up to 4 hours to any other equipment supplied by **nbm** or Test Participant as part of this Test, when the mains power supply is interrupted.

**Wireless Test Product** means the **nbm**™ Ethernet (Wireless) based solution as described in clause Appendix A1 of Appendix A and as may be further described in any Test Plan.

## 2. Pre-conditions

### 2.1 Preconditions for participation

To participate in this Test, Test Participant must by the date notified by **nbm**:

- (a) have completed the relevant on-boarding and certification activities required by **nbm** for this Test;
- (b) have responded to the EOI request and been selected by **nbm** to participate in this Test
- (c) be a party to a WBA and, at all such times, be fully compliant with the terms of that WBA; and
- (d) to the extent the Test Participant will be supplied with a SkyMuster™ Plus Test Product under this Test, be a party to the SMP-IA and, at all such times, be fully compliant with the terms of that SMP-IA.

### 2.2 Failure to comply

If Test Participant ceases to comply with the conditions in clause 2.1 at any time, **nbm** may immediately do any one or more of the following things:

- (a) exclude Test Participant from the Test;
- (b) cease supplying the Test Product to the Test Participant; and
- (c) terminate this Agreement.

## 3. Documentation

- (a) **nbm** may, without limiting clause 9, immediately amend or replace this Test Description or any Test Plan, with 10 Business Days' notice to Test Participant.
- (b) If **nbm** provides notice under clause 3(a), the parties will use reasonable endeavours to work with each other for the purpose of avoiding any inconvenience to either party or Test End User(s).

## 4. Test Product

- (a) Subject to clause 4(f), **nbn** may supply a Test Product to Test Participant in respect of a Premises for up to 12 months if:
- (i) the relevant Premises is an Eligible Premises;
  - (ii) a Site Qualification Enquiry indicates the Eligible Premises is able to be supplied with a Test Product;
  - (iii) Test Participant does not, by taking supply of such a Test Product, exceed its Test Premises Quota (except where Test Participant is permitted to take supply of additional Test Products in accordance with the Eligible Premises redistribution process in clause 5(d)); and
  - (iv) Test Participant requests the supply of the Test Product to the Eligible Premises and confirms to **nbn** that Test Participant will supply a Downstream Product at that location.
- (b) Following the allocation of an Eligible Premises to Test Participant in accordance with the processes in clause 5(b), Test Participant may request the supply of the Test Product in accordance with the processes set out in any applicable Test Plan, including by placing a Connect or Modify Order (as relevant).
- (c) Test Participant must not place a Connect or Modify Order for supply of the Test Product, in relation to an Eligible Premises that is:
- (i) in respect of any Sky Muster™ Plus Test Product:
    - (A) in a Limited Access Area, other than a Premises approved by **nbn** (in its absolute discretion) as being eligible for this Test; or
    - (B) outside the footprint of the SMP Network; or
  - (ii) in respect of any Wireless Test Product or Low Band Wireless Test Product:
    - (A) in a Remote Area, other than a Premises approved by **nbn** (in its absolute discretion) as being eligible for this Test; or
    - (B) outside the footprint of the Wireless Network,
- (d) From time to time, **nbn** may amend the scope of any Eligible Premises which are not Test Premises, by notice to Test Participant including the addition or removal of Eligible Premises.
- (e) **nbn** may as part of the supply of the Test Product,
- (i) provide to a Test End User, a UPS and a test probe to support testing on the Test Product (both of which constitute **nbn**™ Equipment);
  - (ii) perform installation and activation activities in respect of each Test Product in respect of each Test Premises in accordance with the table below; and

Test Product	Existing nbn End User?	Installation approach
Wireless Test Product	Y	Self-installation of UPS and test probe by Test End User
	N	<b>nbn</b> to install <b>nbn</b> ™ Equipment (other than the UPS and test probe) at Test Premises + Self-installation by Test End User for UPS and test probe

Test Product	Existing nbn End User?	Installation approach
<b>Sky Muster™ Plus Test Product</b>	Y	Self-installation of UPS and test probe by Test End User
	N	<b>nbn</b> to install <b>nbn</b> ™ Equipment (other than the UPS and test probe) at Test Premises + Self-installation by Test End User for UPS and test probe
<b>Low Band Wireless Test Product</b>	Y	<b>nbn</b> to install <b>nbn</b> ™ Equipment (other than the UPS and test probe) at Test Premises + Self-installation by Test End User for UPS and test probe
	N	<b>nbn</b> to install <b>nbn</b> ™ Equipment (other than the UPS and test probe) at Test Premises + Self-installation by Test End User for UPS and test probe

- (iii) cease supply of Test Products following the conclusion of the Test and remove any **nbn**™ Equipment from a Test Premises (as described in the Test Plan) following the disconnection of any such Test Product.
- (f) Test Participant acknowledges and agrees that:
- (i) to the extent **nbn** liaises with any Test End Users in providing any installation, activation or assurance services to Test Participant, **nbn** will be doing so on behalf of the Test Participant;
  - (ii) a request to supply a Test Product to an Eligible Premises, made by the Test Participant to **nbn**, must be notified in accordance the timeframes specified in any Test Plan;
  - (iii) **nbn** will commence installation and activation activities in respect of Test Products on and from 1 May 2021;
  - (iv) except as set out in clause 4(e), Test Participant is responsible for all other equipment (including Test End User Equipment) that may be required for the Test;
  - (v) without limiting **nbn**'s obligations under this Agreement, Test Participant is responsible for (and assumes all liabilities and obligations in respect of) all activities required for the supply of and Downstream Products beyond the **nbn**™ Network Boundaries, including all services, systems, equipment or facilities associated with the supply of Downstream Products; and
  - (vi) the supply of each Test Product is subject to the availability of any relevant inputs in connection with that Test Product, including:
    - (A) in respect of a Low Band Wireless Test Product or Wireless Test Product, the capacity on the Wireless Network;
    - (B) in respect of a SkyMuster™ Plus Test Product the capacity on the SMP Network;
    - (C) any equipment, systems and infrastructure; and
    - (D) ability of the Test Participant, where appropriate, to have available a suitable equipment to support a voice service to be supplied to the Test End User by Test Participant, as relevant.



- (vii) **nbn** may remove an Test Premises from the Test, if **nbn** determines that the works required to complete the installation are not technically feasible.

## 5. Test End Users

- (a) Test Participant must verify, and represents and warrants to **nbn**, that each Test End User meets all of the following eligibility criteria, for the duration that they are taking supply of a Downstream Product that relies on a Test Product as an input:
    - (i) the Test End User must be obtaining an existing voice service as specified by **nbn**; and
    - (ii) the Test End User will maintain their existing voice service for the duration of the Test Term.
  - (b) Test Participant will nominate the number of Eligible Premises at which Test Participant wishes to take supply of Test Products (**Nominated Quota**).
  - (c) The Eligible Premises to which **nbn** may supply Test Products to Test Participant will be allocated to Test Participant in the following manner:
    - (i) initially allocating (the **Round 1 Allocation**) the lower of the number of Eligible Premises nominated by Test Participant and:
      - (A) 10 Eligible Premises for the supply of the Wireless Test Product;
      - (B) 26 Eligible Premises for the supply of the Low Band Wireless Test Product; and
      - (C) 37 Eligible Premises for supply of the SkyMuster™ Plus Test Product;
    - (ii) if, following the initial allocation in clause 5(c)(i), the total number of Eligible Premises allocated to Test Participant does not exceed 65, providing Test Participant with an additional allocation of Eligible Premises by:
      - (A) pooling any Eligible Premises which have not been allocated (whether to Test Participant or any Other Test Participant) during the Round 1 Allocation (the **Round 2 Eligible Pool**);
      - (B) allocating Test Participant a proportion of Eligible Premises from this pool as follows:
        - (1) where the aggregate of any unmet **Nominated Quota** and any other unmet "**Nominated Quota**" under each "Test Description: **nbn**™ Alternative Voice Services Trial", entered into by Other Test Participants, does not exceed the Round 2 Eligible Pool, by providing the nominated number of Eligible Premises to Test Participant; and
        - (2) where the aggregate of any unmet Nominated Quota and any other unmet "Nominated Quota" under each "Test Description: **nbn**™ Alternative Voice Services Trial", entered into by Other Test Participants, exceeds the Round 2 Eligible Pool, by allocating Test Participant an equal proportion of the Round 2 Eligible Pool,
- (with the total number of Eligible Premises allocated to Test Participant in accordance with this clause 5(c), the "**Test Premises Quota**")
- (d) If, after **nbn** has conducted the allocation process described above, the number of Connect Orders or Modify Orders placed by Test Participant is less than the Test Premises Quota, as at 14 May 2021, **nbn** may:

- (i) redistribute any unused Test Premises Quota to Test Participant or any Other Test Participants on a 'first come, first served' basis; and
  - (ii) provide an update to Test Participant (at least bi weekly) on the number of available Eligible Premises at which Test Participant may request supply of Test Products, on the cadence and manner set out in the Test Plan.
- (e) The aggregated Test Premises Quota across Test Participant and Other Test Participants will not in any case, exceed 260 Eligible Premises broken down as follows:
- (i) 30 Eligible Premises for the supply of the Wireless Test Product;
  - (ii) 80 Eligible Premises for the supply of the Low Band Wireless Test Product; and
  - (iii) 150 Eligible Premises for supply of the SkyMuster™ Plus Test Product;
- (f) A Test End User will be removed from this Test, if:
- (i) Test Participant modifies, or attempts to modify, any Test Product (that is an input into the Downstream Product received by that Test End User is receiving) such that it no longer falls within the scope of how the relevant Test Product is described in Appendix A;
  - (ii) the Downstream Product received by that Test End User is disconnected, including as a result of Test Participant submitting a request for **nbn** to disconnect that relevant Test Product; or
  - (iii) Test End User fails to meet the criteria in clause 5(a) at any point during the Test Term.
- (g) At the conclusion of the Test, or as soon as reasonably practicable after the supply of a Test Product has been terminated in accordance with this Agreement, Test Participant must, and must ensure that the relevant Test End Users, return to **nbn** any **nbn**™ Equipment, specified by **nbn**, in accordance with any applicable processes specified by **nbn**.

## 6. Service Levels

- (a) No service levels, credits, rebates or compensation of any kind, however described, is available or applicable in connection with this Test or the supply of any Test Product.
- (b) Test Participant acknowledges and agrees that the Test Product may not provide features, functionality, performance, capacity or reliability that are equivalent to a standard Carriage Service (including an internet access or broadband access service).
- (c) **nbn** may interrupt a "Product" supplied under the WBA or SMP-IA to an Eligible Premises to which **nbn** is also supplying or proposing to supply a Test Product. To the extent that any interruption is caused by the Test Product, that interruption will not constitute an Outage or a Service Fault under the WBA or SMP-IA (as relevant).
- (d) Test Participant acknowledges and agrees that Priority Assistance will not be supported on a Test Product, or any Downstream Product for which that Test Product is an input.
- (e) Test Participant must not use, and warrants to **nbn** that it will not use, any Test Product as an input for a:
  - (i) Downstream CSG Service (including standard telephone services that are subject to retail service providers service guarantees for the purposes of the TCPSS Act); or
  - (ii) Downstream Priority Assistance Service.

## 7. Test Participant's Obligations

### 7.1 General Obligations

- (a) Test Participant must support and assist **nbn** with the conduct of this Test, including by doing any of the following where required by **nbn**:
  - (i) undertaking Test related activities (including manual processes) in timeframes determined by **nbn** (acting reasonably) and notified to Test Participant;
  - (ii) providing dedicated resources to work with **nbn** to resolve issues that may arise during this Test;
  - (iii) working collaboratively with **nbn** to refine this Test;
  - (iv) 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;
  - (v) without limiting clause 7.1(a)(iv), providing feedback, for the purposes of improving the products, processes or procedures the subject of this Test;
  - (vi) participating in periodic meetings with **nbn** to review test findings; and
  - (vii) performing any other activities as required by a Test Plan.
- (b) Test Participant acknowledges and agrees that **nbn** may:
  - (i) notify potential Test End Users at Eligible Premises that Test Participant may supply Downstream Products to the potential End Users; and
  - (ii) provide Test Participant's contact details to potential Test End Users.

### 7.2 Test Contact

- (a) Whenever requested by **nbn**, Test Participant must make its Test Contacts available to meet with **nbn's** Test Contacts (either in person 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 Test Term.

### 7.3 Test Results and Reporting

- (a) Test Participant consents to **nbn** monitoring and recording, for the purposes of this Test, the performance of Test Products and any Customer Products or Downstream Products for which those Test Products are inputs.
- (b) **nbn** will provide Test Participant with a Monthly Reporting Template in or around the commencement of the Test Term.
- (c) Within the second Business Day after the end of each respective calendar month in the Test (**Reporting Month**), Test Participant must complete and return the Monthly Reporting Template for the Reporting Month to **nbn**.
- (d) Test Participant will procure all necessary consents to allow the Federal Department of Infrastructure, Transport, Regional Development and Communications to survey Test End Users regarding their experience and participation in the Test.

- (e) Test Participant allows **nbn** to provide Contracted End User Details to Federal Department of Infrastructure, Transport, Regional Development and Communications for the sole purposes of surveying End Users regarding their experience and participation in the Test. Test Participant will notify **nbn** of any Test End User who does not consent to this disclosure of Contracted End User Details.
- (f) Clause D2 of the WBA Head Terms applies to the provision of Contracted End User Details handled in accordance with this Agreement.
- (g) Test Participant must, where reasonably requested by **nbn** by giving 5 Business Days' notice:
  - (i) meet with **nbn** to review and evaluate the performance of any Test Products;
  - (ii) provide information on the status of their activities under this Test including engagement with End Users and provision of Test Participant supplied equipment;
  - (iii) provide feedback via an independent assessor engaged by the Commonwealth; and
  - (iv) use reasonable endeavours to assist **nbn** to obtain information regarding the performance of a Test Product, any infrastructure that is used to supply the Test Product, and **nbn**'s relevant processes and procedures.

## 8. Financials

### 8.1 Charges

- (a) No charges will apply to the Test Product installation.
- (b) Monthly recurring charges will not be applied in connection with the supply of the Test Products.
- (c) To the extent that Test Participant has any monthly recurring charges that have been waived in accordance with clause 8.1(b), Test Participant must not charge the Test End User in connection with the Test Product.
- (d) Charges for any existing facilities access used in connection with, but not specific to, any Test Product (e.g. the **nbn**<sup>TM</sup> Building Entry Service) will continue to be chargeable as set out in the WBA.
- (e) **nbn** will only pay or reimburse Test Participant for the cost categories and values outlined in, and claimed by Test Participant in accordance with, the "Grant Funding Allocation Agreement" as entered into between **nbn** and Test Participant on or about the date of this Test Description. All other costs of participating in this Test will be borne by Test Participant.
- (f) No charges will apply in respect of the removal of **nbn**<sup>TM</sup> Equipment conducted in accordance with clause 4(e)(iii).

## 9. Term, termination and withdrawal

### 9.1 Term and termination

- (a) The supply of each Test Product under this Test Description:
  - (i) will start on the date specified in the applicable Test Plan or as otherwise agreed between **nbn** and Test Participant; and
  - (ii) will end on the earlier of:
    - (A) the date notified in a Cancellation Notice in respect of a Test relating to that Test Product issued in accordance with clause 4 of the Standard Test Terms; and

- (B) the expiry or termination of this Test Description.
- (b) This Test Description will expire on 30 June 2022 unless:
  - (i) terminated earlier in accordance with this Agreement; or
  - (ii) extended by **nbn** by giving notice in writing to Test Participant prior to expiry, in which case this Test Description will expire on that extended date.
- (c) **nbn** at its sole discretion at any time from a date that is 3 months from the commencement of the Test, may determine that testing has been sufficiently completed, and with 1 month's notice to Test Participant, may disconnect any Test Product(s) and remove any related equipment.

## 9.2 Cancellation by **nbn**

Without limiting **nbn**'s rights under the Standard Test Terms, if Test Participant breaches any provision of this Agreement during the Test 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) cease supplying one or more of the Test Products to Test Participant; and
- (c) terminate this Test Description.

## 9.3 Cancellations by Test Participant

- (a) Subject to clauses 9.3(b) and 9.3(c), Test Participant may cancel the supply of a Test Product in respect of any Test Premises by giving **nbn** at least 20 Business Days' written notice.
- (b) If Test Participant cancels the supply of a Test Product under clause 9.3(a), Test Participant will inform **nbn** of the reason for the cancellation.
- (c) If Test Participant considers that the supply of a Test Product is resulting in an adverse impact on Test Participant's network or services:
  - (i) Test Participant will immediately notify **nbn**;
  - (ii) **nbn** will take reasonable steps to investigate and attempt to resolve the issue; and
  - (iii) Test Participant will provide **nbn** with all reasonably requested assistance in its investigation and resolution activities.

## 9.4 Obligations regarding termination of supply

If either party cancels or terminates the supply of a Test Product, this Test Description or this Agreement, the parties will use their reasonable endeavours to work with each other for the purpose of avoiding any inconvenience.

## 10. Liability exclusion

- (a) In respect of any UPS' that remains at the Test Premises following the disconnection of the Test Product, Test Participant, notwithstanding anything in the Standard Test Terms and to the full extent permitted by law:
  - (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, and any Test End User Equipment or **nbn**™ Equipment, other than in respect of **nbn**'s confidentiality obligations under this Agreement.
- (b) To the extent that clause 10(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.
  - (c) To the maximum extent permitted by law, except as expressly set out in this Agreement, **nbn** excludes all express or implied representations, conditions, warranties and guarantees arising from or in connection with this Agreement, whether based in statute, regulation, common law or otherwise.
  - (d) If **nbn** breaches any condition, warranty or guarantee under or implied by law which cannot be lawfully excluded, to the maximum extent permitted by law, the liability of **nbn** is limited, at **nbn**'s option, to one or more of the following:
    - (i) in the case of goods, to the replacement of the goods, the supply of equivalent goods or the repair of the goods; and
    - (ii) in the case of services, to the supply of the services again.
  - (e) This clause 10 will survive the expiry or termination of this Test Description.

## 11. 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, the Test Products 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, the Test Products and this Agreement, Test Participant or its representatives have had access to all documents and information they have requested from **nbn** or its Personnel;
- (c) Test Participant has knowledge and experience in relation to the provision of services similar to the Downstream Products 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;
- (d) **nbn** has not made, and no Personnel of **nbn** have made, any warranty as to the performance of any Test Product provided to Test Participant or its Personnel before the date of this Agreement; and
- (e) 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.

## 12. Test Confidential Information

- (a) Without limiting, and in addition to, the obligations set out in clause 9 of the Standard Test Terms, if **nbn** provides the Test Participant with Test Confidential Information in respect of the Test, the Test Participant must:

- (i) if requested by **nbn**, ensure that it and any of its Personnel to whom Test Confidential Information is disclosed, execute a separate form of confidentiality undertaking in a form prescribed by **nbn**;
- (ii) only use Test Confidential Information for the purposes of the Test;
- (iii) not disclose Test Confidential Information to any person other than its Personnel whom reasonably require the Test Confidential Information for the purpose of exercising the rights and complying with the obligations of the Test Participant under this Agreement;
- (iv) promptly notify **nbn** upon becoming aware or suspecting that Test Confidential Information has been disclosed to or obtained by any person other than as permitted by this Agreement;
- (v) within 10 business days of the end of the Test Term, or otherwise immediately upon request by **nbn**, at its own cost:
  - (A) return to **nbn**; or
  - (B) destroy; or
  - (C) in the case of machine readable copies or records of the Test Confidential Information, or copies or records of the Test Confidential Information stored on any computer, database or other electronic storage medium by it or on its behalf, permanently delete,

all copies and records of the Test Confidential Information in the possession or control of the Test Participant and take all appropriate steps to ensure that each of its Personnel does the same.

- (b) **nbn** may use and disclose any Confidential Information contained in the Monthly Reporting Template to the Federal Department of Infrastructure, Transport, Regional Development and Communications.
- (c) The Test Participant must pay to **nbn** on demand an amount equal to all Losses suffered or incurred by **nbn** arising from or in connection with any breach of clause 12(a) or negligent act or omission by the Test Participant.
- (d) This clause 12 survives termination or expiry of 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

---

Signature of authorised representative

---

Name of authorised representative

---

Name of authorised representative

---

Date of signature

---

Date of signature

---

Signed for **<Test Participant>** by its authorised representatives:

---

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

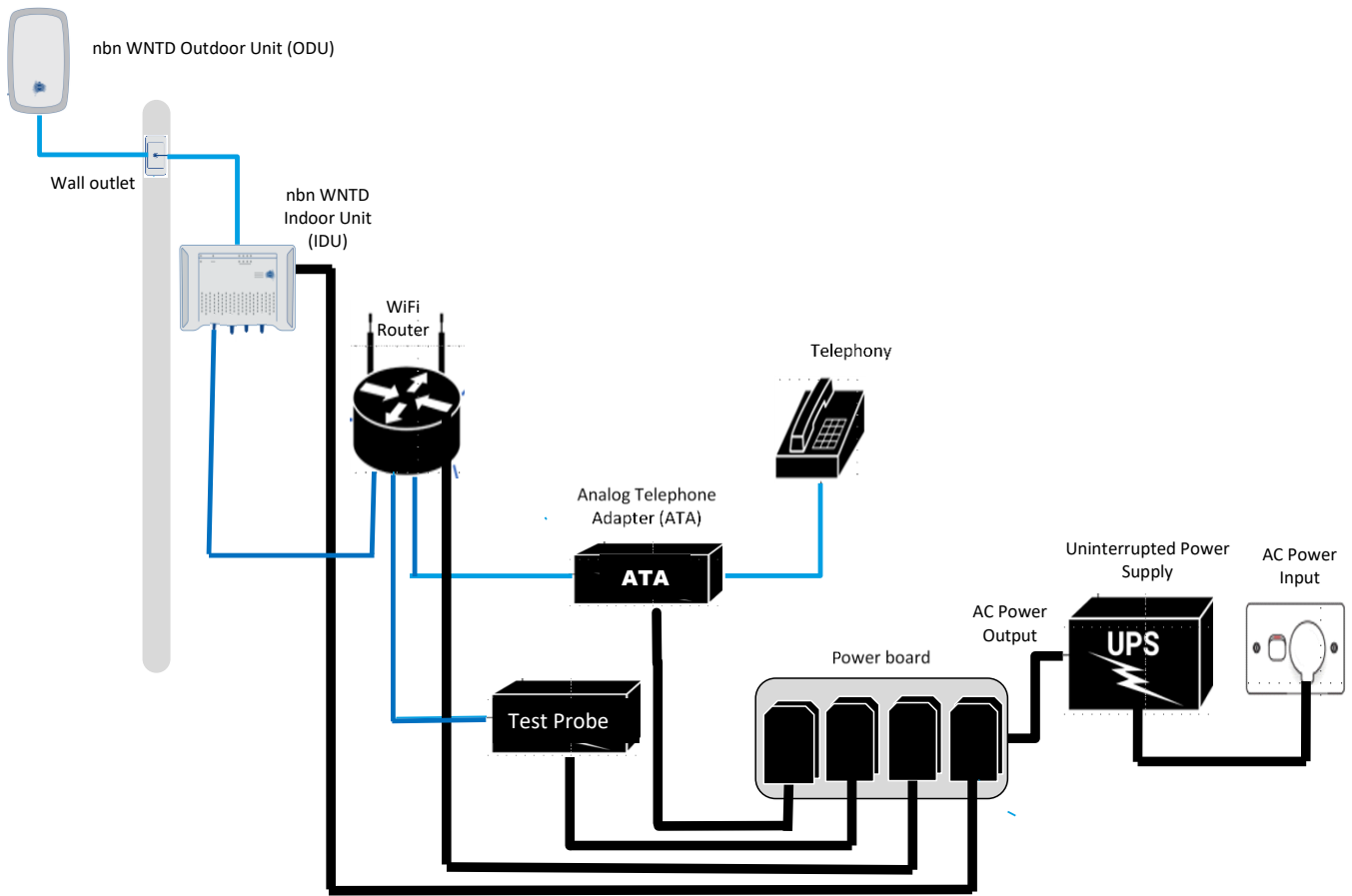


# Appendix A Test Products

## 1. Wireless Test Product

### 1.1 Test Product

- (a) The Wireless Test Product:
  - (i) is an Ethernet-based Layer 2 service that carries traffic between a UNI used to serve a Test Premises and the **nbn**<sup>™</sup> Upstream Network Boundary;
  - (ii) is supplied by means of the Wireless Network;
  - (iii) provides internet connectivity utilising data transmitted over radio signals to connect a Test Premises to the **nbn**<sup>™</sup> Network;
  - (iv) enables Test Participant to supply a Carriage Service or Content Service to a Test Premises; and
  - (v) comprises four Test Product Components, which Test Participant must acquire:
    - (A) Test AVC;
    - (B) Test CVC;
    - (C) Test UNI; and
    - (D) Test NNI.
- (b) The Wireless Test Product is subject to each limitation, qualification and exclusion of scope, feature, functionality and performance that applies to the **nbn**<sup>™</sup> Ethernet (Wireless) Product described in the WBA.
- (c) An overview of the equipment configuration at a Test Premises in respect of the Wireless Test Product is provided in the diagram below:



- Equipment supplied by Test Participant: ATA, telephony, Wifi router
- Equipment to be supplied by **nbn**: ODU, IDU, test probe, UPS

## 1.2 Test AVC

- The **Test Access Virtual Circuit** or **Test AVC** is an Ethernet-based Layer 2 virtual connection on the Wireless Network that carries Test Participant traffic to and from a UNI used to serve a Test Premises.
- Test Participant must order a Test AVC (or designate an AVC currently supplied under the WBA on the Wireless Network as a Test AVC) for each Test Premises to which the Wireless Test Product will be supplied.
- nbn** will configure the Test AVC to carry data in traffic class 4 (**Test AVC TC-4**) and will also partition the Test AVC to additionally carry data in traffic class 1 (**Test AVC TC-1**).
- Test Participant must select a bandwidth profile for the Test AVC TC-4 from the following available options:
  - 25/5 Mbps (PIR); or
  - Wireless Plus (potential maximum Information Rate).
- Test Participant must select the 0.15/0.15 Mbps (symmetrical CIR) bandwidth profile for the Test AVC TC-1 component.

### 1.3 Test CVC

- (a) A **Test Connectivity Virtual Circuit** or **Test CVC** is an Ethernet-based Layer 2 virtual capacity on the **nbn**<sup>TM</sup> Network used to carry Test Participant traffic between multiple Test AVCs in a CSA on an aggregated basis and the Test NNI at the POI serving that CSA.
- (b) **nbn** will make the Test CVC available in traffic class 1 (**Test CVC TC-1**) and traffic class 4 (**Test CVC TC-4**).
- (c) Test Participant must select a bandwidth profile for the Test CVC TC-1 from the following available options:
  - (i) 0-10 Mbps in increments of 5Mbps;
  - (ii) 10-20 Mbps in increments of 10Mbps;
  - (iii) 20-30 Mbps in increments of 5Mbps;
  - (iv) 30-60 Mbps in increments of 10Mbps;
  - (v) 60-120 Mbps in increments of 20Mbps;
  - (vi) 120-150 Mbps in increments of 30Mbps;
  - (vii) 150-300 Mbps in increments of 50Mbps; or
  - (viii) 300-500Mbps in increments of 100Mbps.
- (d) Test Participant must select a bandwidth profile for the Test CVC TC-4 from the following available options:
  - (i) 100-300Mbps in increments of 50Mbps; or
  - (ii) 300-10,000Mbps in increments of 100Mbps.

### 1.4 Test UNI

- (a) The **Test UNI** is a UNI-D as described in section 4 of the **nbn**<sup>TM</sup> Ethernet Product Description in the WBA (to the extent it relates to **nbn**<sup>TM</sup> Ethernet (Wireless)).

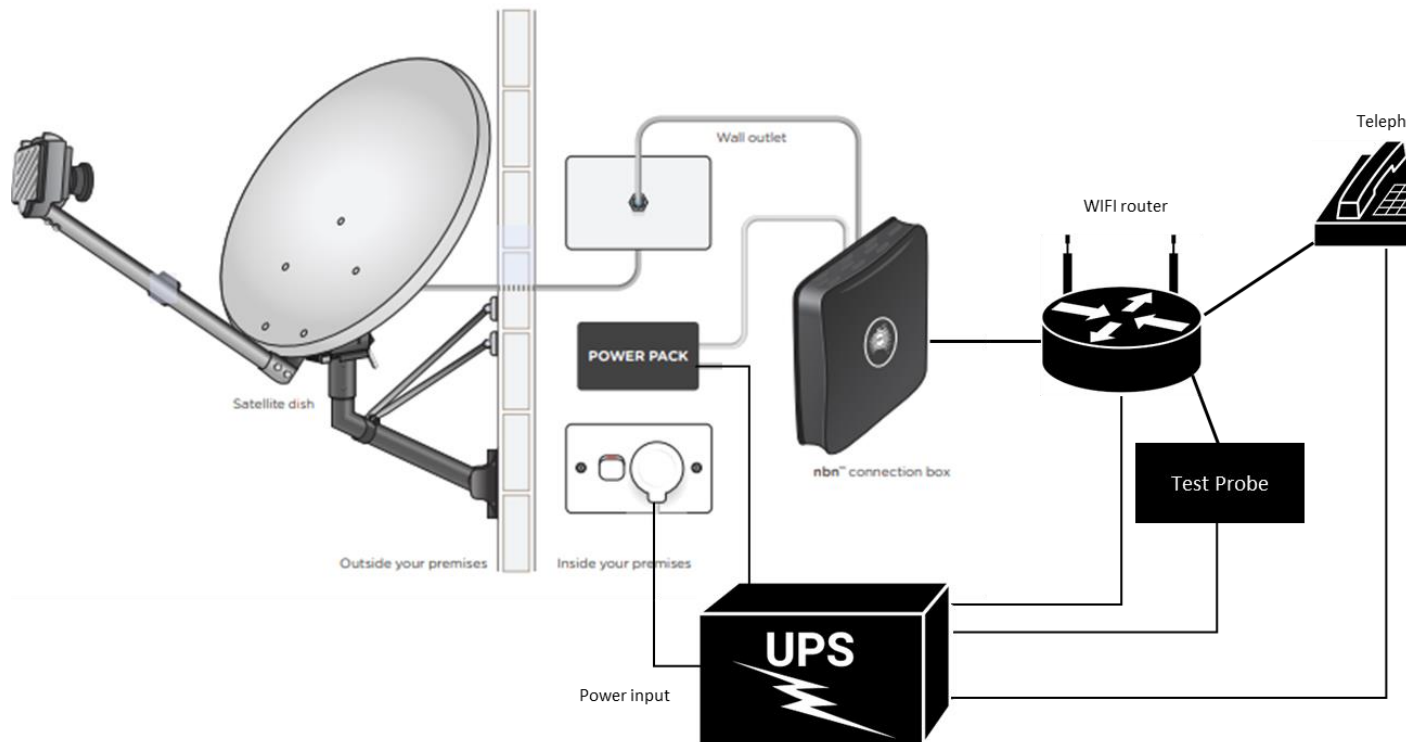
### 1.5 Test NNI

- (a) A **Test Network-Network Interface** or **Test NNI** is the interface at a POI where Test Participant traffic is handed over to the **nbn**<sup>TM</sup> Network.
- (b) The physical interface options for the NNI Bearer are:
  - (i) 1000BaseLX;
  - (ii) 10GBaseLR;
  - (iii) 100GBaseLR4;
  - (iv) 1000BaseEX;
  - (v) 10GBaseER; or
  - (vi) 100GBaseER4.

## 2. Sky Muster™ Plus Test Product

### 2.1 Test Product

- (a) The Sky Muster™ Plus Test Product:
  - (i) is a Layer 3 and above service that carries traffic between a UNI used to serve a Test Premises and the **nbn**™ Upstream Network Boundary;
  - (ii) is supplied by means of the SMP Network;
  - (iii) enables Test Participant to supply a Carriage Service or Content Service to a Test Premises; and
  - (iv) comprises two Test Product Components, which Test Participant must acquire:
    - (A) Test Plan; and
    - (B) Test UNI.
- (b) Subject to section 2.1(c), but without limiting any other provision of this Agreement:
  - (i) the Sky Muster™ Plus Test Product is subject to each limitation, qualification and exclusion of scope, feature, functionality and performance that applies to the **nbn**™ Sky Muster™ Plus Product described in the SMP-IA; and
  - (ii) each limitation, qualification and exclusion of **nbn**'s responsibility and liability in respect of Test End User Equipment that applies under the WBA or the SMP-IA also applies in respect of any Wi-Fi router or other Customer Equipment installed by **nbn** at an Eligible Premises.
- (c) Despite anything to the contrary in the SMP-IA (including section 10(b)(viii) of the **nbn**™ Sky Muster™ Plus Product Description) **nbn** may, in its discretion, perform traffic filtering in respect of Sky Muster™ Plus Test Products. This traffic filtering may result in blocked or restricted access to some websites, services, apps, files and other network resources that may otherwise be accessible via those Sky Muster™ Plus Test Products.
- (d) An overview of the equipment configuration at a Test Premises in respect of the Sky Muster™ Plus Test Product is provided in the diagram below



- Equipment supplied by Test Participant: telephony, Wifi router
- Equipment to be supplied by **nbn**: ODU, IDU, test probe, UPS

## 2.2 Test Plan

- The Test Plan is an Ethernet-based Layer 3 and above virtual connection on the SMP Network that carries Test End User traffic to and from a UNI used to serve a Test Premises.
- A Test Plan must be ordered for each Test Premises to which the Sky Muster™ Plus Test Product will be supplied (or, if a Plan is already being supplied to the relevant Test Premises under the SMP-IA, designate a Plan currently being supplied under the SMP-IA as a Test Plan).
- Subject to clause 2.2(d), **nbn** will:
  - supply the 25GB+ Plan as described in 1.2(a) of the **nbn**™ Sky Muster™ Plus Product Description in the SMP-IA; and
  - partition the Test Plan in order to prioritise traffic that **nbn** identifies to be voice traffic.
- nbn** may, by notice to Customer, vary details of the Test Plans and sub-features from the details included in the **nbn**™ Sky Muster™ Plus Product Description in the SMP-IA (for example, **nbn** may change access rates, included data allowances, shaping rates, data types, traffic profiles for data types, shaped periods and time of day rate limits).

## 2.3 Test UNI

- The Test UNI is a Test UNI as described in the **nbn**™ Sky Muster™ Plus Product Description in the SMP-IA with such features as made available under the **nbn**™ Sky Muster™ Plus Product Description and selected by **nbn**.

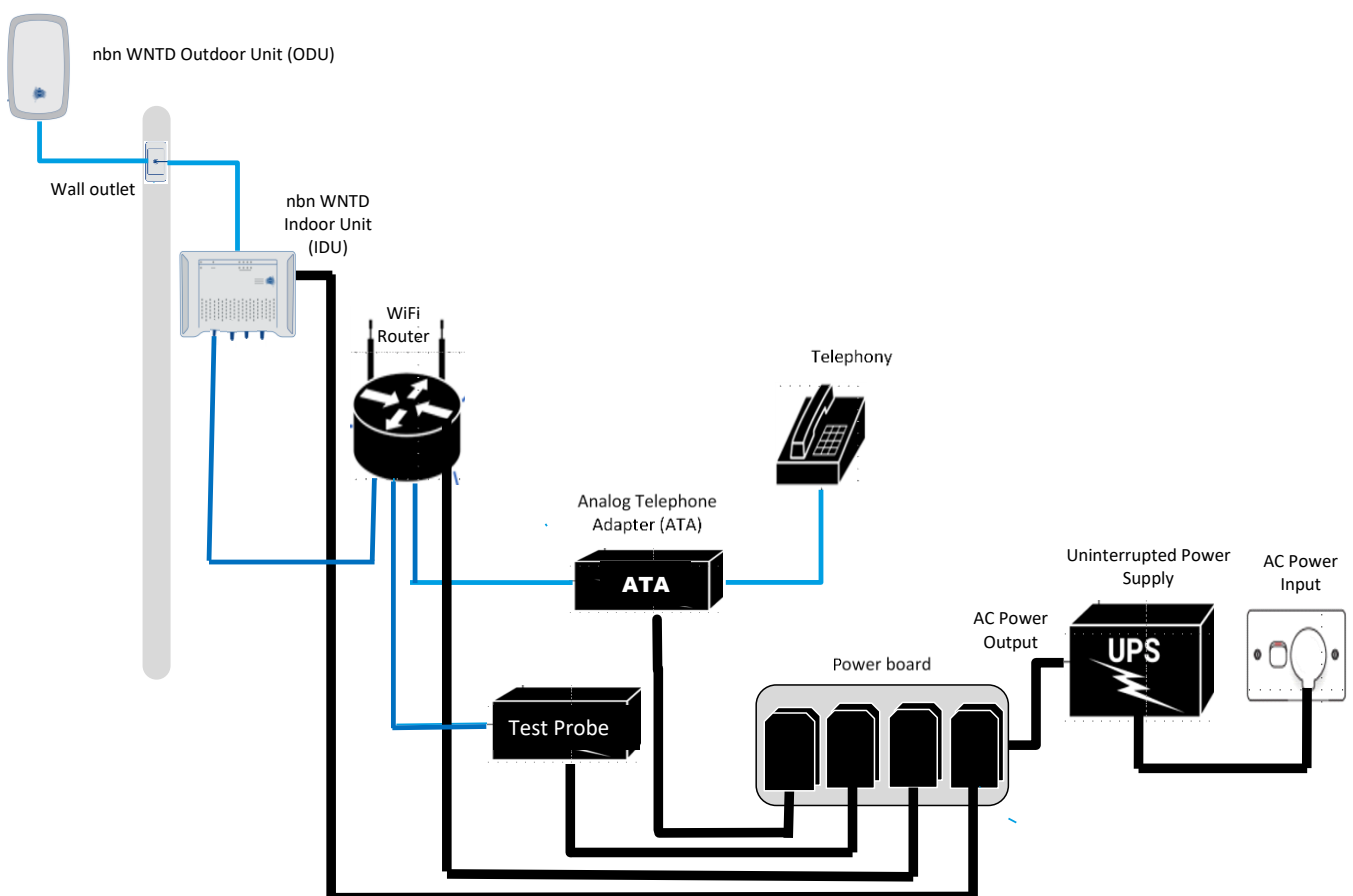
# 3. Low Band Wireless Test Product

## 3.1 Test Product

- The Low Band Wireless Test Product:

SFAA – Test Description: nbn™ Alternative Voice Services Trial

- (i) is a Layer 2 service that carries traffic between a UNI used to serve a Test Premises and the **nbn**<sup>TM</sup> Upstream Network Boundary;
  - (ii) is supplied by means of the Wireless Network;
  - (iii) provides internet connectivity utilising data transmitted over radio signals to connect a Test Premises to the **nbn**<sup>TM</sup> Network;
  - (iv) enables Test Participant to supply a Carriage Service or Content Service to a Test Premises; and
  - (v) comprises four Test Product Components, which Test Participant must acquire:
    - (A) Test AVC;
    - (B) Test CVC;
    - (C) Test UNI; and
    - (D) Test NNI.
- (b) The Low Band Wireless Test Product is subject to each limitation, qualification and exclusion of scope, feature, functionality and performance that applies to the **nbn**<sup>TM</sup> Ethernet (Wireless) Product described in the WBA.
- (c) An overview of the equipment configuration at a Test Premises in respect of the Low Band Wireless Test Product is provided in the diagram below:



- Equipment supplied by Test Participant: ATA, telephony, Wifi router

- Equipment to be supplied by **nbn**: ODU, IDU test probe, UPS

### 3.2 Test AVC

- The **Test Access Virtual Circuit** or **Test AVC** is an Ethernet-based Layer 2 virtual connection on the Wireless Network that carries Test Participant traffic to and from a Test UNI used to serve a Test Premises.
- Test Participant must order a Test AVC (or designate an AVC currently supplied under the WBA on the Wireless Network as a Test AVC) for each Test Premises to which the Low Band Wireless Test Product will be supplied.
- nbn** will configure the Test AVC to carry data in traffic class 4 (**Test AVC TC-4**) and will also partition the Test AVC to additionally carry data in traffic class 1 (**Test AVC TC-1**).
- Test Participant must select a bandwidth profile for the Test AVC TC-4 from the following available options:
  - 25/5 Mbps (PIR); or
  - Wireless Plus (potential maximum Information Rate).
- Test Participant must select the 0.15/0.15 Mbps (symmetrical CIR) bandwidth profile for the Test AVC TC-1 component.

### 3.3 Test CVC

- A **Test Connectivity Virtual Circuit** or **Test CVC** is Ethernet-based Layer 2 virtual capacity on the **nbn**<sup>TM</sup> Network used to carry Test Participant traffic between multiple Test AVCs in a CSA on an aggregated basis and the Test NNI at the POI serving that CSA.
- nbn** will make the Test CVC available in traffic class 1 (**Test CVC TC-1**) and traffic class 4 (**Test CVC TC-4**).
- Test Participant must select a bandwidth profile for the Test CVC TC-1 from the following available options:
  - 0-10 Mbps in increments of 5Mbps;
  - 10-20 Mbps in increments of 10Mbps;
  - 20-30 Mbps in increments of 5Mbps;
  - 30-60 Mbps in increments of 10Mbps;
  - 60-120 Mbps in increments of 20Mbps;
  - 120-150 Mbps in increments of 30Mbps;
  - 150-300 Mbps in increments of 50Mbps; or
  - 300-500Mbps in increments of 100Mbps.
- Test Participant must select a bandwidth profile for the Test CVC TC-4 from the following available options:
  - 100-300Mbps in increments of 50Mbps; or
  - 300-10,000Mbps in increments of 100Mbps.

### 3.4 Test UNI

- The Test UNI is a UNI-D as described in section 4 of the **nbn**<sup>TM</sup> Ethernet Product Description in the WBA (to the extent it relates to **nbn**<sup>TM</sup> Ethernet (Wireless)).

### 3.5 Test NNI

- (a) A **Test Network-Network Interface** or **Test NNI** is the interface at a POI where Test Participant traffic is handed over to the **nbn**<sup>TM</sup> Network.
- (b) The physical interface options for the NNI Bearer are:
  - (i) 1000BaseLX;
  - (ii) 10GBaseLR;
  - (iii) 100GBaseLR4;
  - (iv) 1000BaseEX;
  - (v) 10GBaseER; or
  - (vi) 100GBaseER4.