

# Test Agreement

## Test Description: Performance Incident Trial – HFC



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Version	Description	Effective Date
1.0	Issued on 10 August 2021	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: Performance Incident Trial – HFC

### Parties

- nbn co limited (ABN 86 136 533 741) of Level 13, 100 Mount 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 to test the proposed HFC Performance Incident assurance process, including:
  - testing the Service Health Summary Tool for identifying and troubleshooting affected **nbn**<sup>TM</sup> Ethernet (HFC) Ordered Products in order to determine whether they are eligible for Performance Incident assurance;
  - testing proposed performance thresholds (e.g. stability/dropouts) for what should constitute a Performance Incident relating to **nbn**<sup>TM</sup> Ethernet (HFC) Ordered Products that would entitle Test Participant to raise a Trouble Ticket; and
  - testing an extended triage and Monitoring Period as part of the HFC Performance Incident assurance process.
- C. The Trial will allow Test Participant to work collaboratively with **nbn** to further develop this new process.

## 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. Pre-conditions for participation in the Trial

- (a) To participate in the Trial, the Test Participant must:
  - (i) be a party to the WBA;
  - (ii) have entered into the Standard Test Terms and this Test Description;
  - (iii) have on-boarded to and be willing to use the Service Health Summary Tool for the purposes of the Trial;

- (iv) have completed the relevant on-boarding and certification activities as required by **nbn** for this Trial, including On-boarding processes and activities for **nbn**<sup>™</sup> Ethernet (HFC); and
  - (v) have responded to an EOI and been selected by **nbn** to participate in the Trial through that EOI.
- (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) cease carrying out the Test Activities; or
  - (iii) terminate the Test Agreement.

## 3. Documentation

- (a) Prior to the commencement of the Trial, **nbn** will provide the Test Participant with any relevant Supporting Documents (including any applicable Test Plans).
- (b) **nbn** may amend or replace any Supporting Documents by giving 5 Business Days' notice to Test Participant.

## 4. The Trial

### 4.1 Test Activities

- (a) During the Trial Period, **nbn** and Test Participant must:
  - (i) carry out the Test Activities as described at clause 4.1(b); and
  - (ii) participate in the Trial,in accordance with:
  - (iii) the Test Agreement; and
  - (iv) **nbn**'s reasonable instructions, policies and procedures regarding the Test Activities that are notified by **nbn** to Test Participant from time to time.
- (b) **Test Activities** means all activities to be performed by each of **nbn** and Test Participant (as applicable) in accordance with the Test Agreement and the Supporting Documents, including, subject to clauses 4.1(c) and 4.1(d), the following:
  - (i) Test Participant raising Trouble Tickets in respect of Performance Incidents relating to **nbn**<sup>™</sup> Ethernet (HFC) Ordered Products after:
    - (A) Test Participant has used the Service Health Summary Tool to investigate that performance related issue;
    - (B) the Service Health Summary Tool has indicated that the performance related issue is a Performance Incident; and
    - (C) Test Participant has performed the HFC Performance Incident Trial Pre-checks as set out in the Appendix (or as notified by **nbn** from time to time); and

- (ii) **nbn**, in its absolute discretion, classifying Trouble Tickets of the type referred to in clause 4(b)(i) as Performance Incident Trouble Tickets and notifying Test Participant accordingly;
  - (iii) **nbn** performing complex fault rectification in respect of Performance Incidents (relating to **nbn**<sup>TM</sup> Ethernet (HFC) Ordered Products) that **nbn** determines, in its absolute discretion, to be eligible for assurance as a Performance Incident during the Trial Period.
- (c) **nbn** will not process more than 30 Performance Incident Trouble Tickets (relating to **nbn**<sup>TM</sup> Ethernet (HFC) Ordered Products) raised by Test Participant per week during the Trial Period. **nbn** may update this limit by giving notice to Test Participant.
- (d) For clarity:
- (i) nothing in the Test Agreement prevents Test Participant from raising a Trouble Ticket in accordance with the WBA in respect of a performance related issue that Test Participant considers to be a Service Fault; and
  - (ii) **nbn** is not required to rectify a Performance Incident in respect of an **nbn**<sup>TM</sup> Ethernet (HFC) Ordered Product if a Service Fault Trouble Ticket has already been raised in respect of that Ordered Product and that Service Fault Trouble Ticket has not yet been Closed.
- (e) Subject to the rights and obligations of each party under the 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 the Test Activities to be carried out and for **nbn** to use the learnings from this Trial to develop and enhance its systems, products, services and processes.
- (f) The Test Participant's rights to raise Trouble Tickets in respect of Performance Incidents relating to **nbn**<sup>TM</sup> Ethernet (HFC) during the Trial Period arise notwithstanding anything in the WBA and are governed by the terms of the Test Agreement.

## 4.2 Supply of the Service Health Summary Trial Tool

- (a) **nbn** and Test Participant must each comply with the terms in the WBA applying to the supply and use of the Service Health Summary Tool.
- (b) If Test Participant proposes to access and use the Service Health Summary Tool via B2B Access using APIs, Test Participant must take all necessary steps to ensure that it can interface with that form of B2B Access prior to the commencement of the Trial Period.

## 4.3 Performance and restrictions on use

The Test Participant acknowledges and agrees that:

- (a) unless otherwise set out in the Test Agreement, no service levels, rebate or compensation of any kind, however described, is available or applicable in connection with the Trial or any of the Test Activities;
- (b) no charges will apply in respect of the Test Activities, though nothing in the Test Agreement limits any liability of Test Participant to **nbn** in respect of any Charges or other amounts payable under the WBA in connection with the supply of Ordered Products; and
- (c) results and output from the Test Activities are not intended to be production quality, and **nbn** gives no warranty in relation to the accuracy or quality of such results or outputs, which must not be relied upon by Test Participant.

## 5. Test Participant's obligations

### 5.1 General obligations

- (a) Test Participant must use reasonable endeavours to prepare for its participation in the Trial.
- (b) Test Participant must comply with any directions or guidance issued by **nbn** in connection with the Trial, including in connection with preparing for the Trial.
- (c) Test Participant must ensure Test Contacts comply with any directions or guidance issued by **nbn** in connection with the Trial, including in connection with preparing for the Trial.

### 5.2 Review, reporting, and co-location

- (a) Test Participant must, at **nbn**'s request and within a reasonable time:
  - (i) meet with **nbn** to provide feedback on any process, tooling, associated activity, or integration experience regarding the Trial; and
  - (ii) meet with **nbn** to review and evaluate the performance of the Trial.
- (b) Test Participant must notify **nbn** of any matter which Test Participant considers to be a material error, defect or deficiency in the processes or procedures regarding the Trial, or any matter that may materially impact the Trial, as soon as reasonably practicable after becoming aware of such a matter.
- (c) Test Participant must use its best endeavours to review and rectify any matters identified in clause 5.2(b) within Test Participant's systems and processes within timeframes reasonably required by **nbn**.
- (d) Test participant must, within a reasonable time, provide feedback in relation to the Trial as requested by **nbn** including in relation to the effectiveness of the Test Activities, issues faced or potential improvements.
- (e) Following a request by **nbn**, Test Participant must allow selected **nbn** Personnel reasonable access during Business Hours to Test Participant's operations centres in Australia, for the purpose of observing Test Activities, having face-to-face engagement with Test Contacts, and identifying potential improvements to the HFC Performance Incident assurance process and other Test Activities.
- (f) If requested by **nbn**, Test Participant must, within a reasonable time, participate in post-trial feedback sessions in connection with the Trial and Test Activities.
- (g) If requested by **nbn**, Test Participant must use all reasonable endeavours to assist **nbn** to directly obtain feedback from Eligible End Users in relation to this Trial.

### 5.3 Test Participant Acknowledgements

- (a) Test Participant acknowledges and agrees that:
  - (i) all aspects of the Test Activities for the purposes of the Test Agreement (including, but not limited to metrics, parameters and thresholds) may be changed or updated by **nbn** at any time;
  - (ii) **nbn** makes no representation and gives no warranty that **nbn** will proceed to implement any feature of the Test Activities on a full-scale basis or a production basis;
  - (iii) with respect to the information provided to Test Participant in connection with the Trial:
    - (A) that information is Confidential Information;
    - (B) **nbn** does not represent or warrant that the information is complete or error-free;

- (C) without limiting clause 5.3(c)(ii), where that information relates to the Line Rate, Information Rate, stability or availability of an Ordered Product, the Test Participant must not rely on that information as an accurate measure of the Line Rate, Information Rate, stability or availability of an Ordered Product that might actually be experienced at the UNI used to serve a Premises; and
  - (D) the information may change throughout the course of the Trial and may not align with other sources of information; and
- (iv) **nbn** has not made, and no **nbn** Personnel have made, any warranty to Test Participant or its Personnel as to the performance of the HFC Performance Incident assurance process to be conducted as part of the Trial or as to the performance of other Test Activities.
- (b) Test Participant warrants and agrees that:
- (i) Test Participant has made and has relied on its own investigations, enquiries, knowledge and expertise in respect of the Trial and the Test Agreement and has made its own evaluation of any material provided by **nbn** to Test Participant or its Personnel;
  - (ii) as part of its investigations and enquiries in respect of the Trial and the Test Agreement, Test Participant or its representatives have had access to all documents and information they have requested from **nbn** or its Personnel;
  - (iii) Test Participant is not entering into the Test Agreement in reliance on, and it will not rely on, any statement of opinion, statement of intention or any other warranty, representation or other statement made or purported to have been made by or on behalf of **nbn** or **nbn** Personnel, other than as expressly set out in the Test Agreement.
- (c) Test Participant states and repeats the warranties set out at clause 5(b) immediately before any amendment is made to the Test Agreement.

## 6. Term, termination and amendment

- (a) The Test Agreement will commence on the date this Test Description is executed by both parties and will expire on the Expiry Date unless:
- (i) terminated earlier in accordance with the Test Agreement; or
  - (ii) extended by **nbn** by giving notice in writing to Test Participant prior to expiry, in which case the Test Agreement will expire on the extended date set out in that notice.
- (b) The Trial will commence on 6 September 2021 (or such other date as notified by **nbn** to Test Participant) and end on the Expiry Date, unless cancelled earlier or extended by **nbn** (**Trial Period**).
- (c) **nbn** may amend or replace this Test Description by giving 10 Business Days' notice to Test Participant.
- (d) **nbn** may terminate the Test Agreement at any time and but will give Test Participant as much notice as is reasonably practicable in the circumstances.
- (e) Test Participant may terminate the Test Agreement by giving 5 Business Days' written notice to **nbn**.
- (f) If the Test Agreement is terminated, **nbn** will:
- (i) complete any Test Activities commenced prior to termination; and
  - (ii) not commence conducting any new Test Activities after termination.

## 7. Test Contacts

- (a) Prior to the Trial Period, Test Participant must make relevant Test Contacts available to **nbn** for the purposes of the Trial and provide **nbn** with telephone and email contact details.
- (b) Test Participant must ensure that Test Contacts designate resources to participate in the Test Activities including to participate in co-design activities and provide feedback and strategic input in connection with the Trial and Test Activities.

## 8. Definitions

For the purposes of this Test Description:

**Eligible End User** means the Contracted End User (or that person's authorised representative) in respect of a "Customer Product" or "Downstream Product", as those terms are defined under the WBA.

**EOI** means the expressions of interest process run by **nbn** and more fully described in the document titled, 'Request for Expressions of Interest - Performance Incident Trial – HFC' dated 9 July 2021, and any subsequent expressions of interest processes run by **nbn** relating to the Trial.

**Expiry Date** means 3 November 2021.

**HFC Performance Incident Trial Pre-checks** means the pre-checks and related activities outlined in the Appendix to this document, or as otherwise notified by **nbn** from time to time.

**Supporting Document** means any document notified to Test Participant by **nbn** that details reasonable instructions, policies and procedures regarding the Test Activities, including relevant Test Plans, as updated by **nbn** from time to time.

**Standard Test Terms** means the terms of the most recent agreement entitled 'Test Agreement – Standard Test Terms' entered into between **nbn** and Test Participant before this Test Description is executed by both parties.

**Test Activities** has the meaning given in clause 4.1(b).

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

**Test Contact** means:

- (a) each person appointed by Test Participant as its single central contact point regarding the Trial; and
- (b) any additional people appointed as contact points by the Test Participant in relation to specific matters regarding the Trial (including operational or technical issues).

**Trial Period** has the meaning given in clause 6(b).

**Trial** means the conducting of Test Activities undertaken in accordance with the Test Agreement and the Supporting Documents and has the meaning given to the term "Test" in the Standard Test Terms.

# Execution

## Executed as an agreement

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Signed for **nbm co 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

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Name of authorised representative

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Date of signature

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Date of signature

## Appendix – HFC Performance Incident Trial Pre-checks

1. Test Participant must perform the following **pre-checks** before raising a Trouble Ticket in respect of a Performance Incident relating to a **nbn**<sup>TM</sup> Ethernet (HFC) Ordered Product:
  - a. Check End User's service is active in RSP's internal systems and that there are no financial restrictions on the account.
  - b. Confirm the service address with the End User and check it matches the LOC ID details.
  - c. Check for scheduled maintenance being performed on RSP's network and on the **nbn**<sup>TM</sup> Network (CRQ) that could be impacting the service.
  - d. Check for unplanned network outages on RSP's network and the **nbn**<sup>TM</sup> Network (Network Fault) that could be impacting the service.
  - e. Check there are no existing open faults or incidents.
  - f. Check there are no open or pending orders.
2. For stability related issues, Test Participant must perform the following additional **drops pre-checks** before raising a Trouble Ticket in respect of a Performance Incident relating to a **nbn**<sup>TM</sup> Ethernet (HFC) Ordered Product:
  - a. Confirm that the NTD and customer premises equipment modem are plugged directly into a power outlet and powered, i.e. no power boards, adapters or extension cords in use.
  - b. Confirm that the HFC Fly Lead is firmly connected to coaxial ports located on both the HFC Wall Outlet and NTD.
  - c. Confirm that the ethernet cable is in good condition and plugged firmly to the customer modem and the correct port at the back of the NTD – yellow panel labelled 'UNI-D1'.
  - d. If Test Participant observes that dropouts are occurring in a pattern i.e. at certain times of the day – ask the End User to observe when the dropouts take place and confirm if they have any equipment inside their Premises that could be causing these dropouts.
  - e. Eliminate issues with the End User's WIFI as the root cause by asking End User to disconnect their modem or router from the UNI-D port on the NTD. Ask the End User to connect a laptop or computer directly to the NTD.
  - f. Eliminate session dropouts as the root cause.
3. We also ask for the following information to be included in the Trouble Tickets raised in respect of Performance Incidents relating to **nbn**<sup>TM</sup> Ethernet (HFC) Ordered Products:
  - a. Service Health Summary Enquiry ID
  - b. End User description of fault
  - c. Within 14 days of activation: Yes / No
  - d. How often is service dropping out?

- e. Stability status: Green / Red / NA
- f. NTD lights status
- g. MAC address provided by End User
- h. Outage present: Yes / No
- i. Drop logs.