

Test Agreement

Test Description: **POI Disaster Recovery Capability Trial**



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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: POI Disaster Recovery Capability 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. As part of **nbn**'s Business Continuity Management (BCM) planning, **nbn** has identified potential threats to business operations in relation to being able to provide ongoing access to a Point of Interconnect (POI) should a significant disruptive event occur. **nbn** has built a Point of Interconnect disaster recovery capability within a transportable structure known as a POI on Wheels (POW) to provide a level of capability to safeguard the interests of its key stakeholders, reputation, and brand as part of **nbn**'s network emergency response. It is important to note that the POI on Wheels is not a POI in its own right, but is a functionality to support Established POIs in the event that one is impacted by a disruptive event.
- C. In this Trial **nbn** intends to seek the participation and expertise of RSPs on an ongoing basis to:
 - understand, test and refine the processes for installation, deployment, activation and operation of the **nbn**TM POW; and
 - monitor and test the performance of the **nbn**TM POW.

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.

Effective Date has the meaning given to that term in clause 3(a)(i).

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

nbn™ POW means the feature made available by **nbn** to Test Participant in accordance with the terms of this Test Description and the Supporting Documents, as described further in clause 6.

POW Trial Areas mean the locations as determined by **nbn** in accordance with clause 8(a).

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).

Test Product means the product specified in clause 7.

Test Product Component means each component of the Test Product described in clause 7(a).

Trial means the trial of the proposed **nbn™** POW disaster recovery support capability 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 selected the WBA Facilities Access Service Module to be included in the WBA;
 - (iii) have infrastructure deployed in one or more Established POIs; and
 - (iv) have entered into the Standard Test Terms and this Test Description.
- (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 date that the parties execute this Test Description (**Effective Date**); and
 - (ii) expire on 20 September 2022, 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 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) 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 understand, develop and refine its processes for the installation, deployment, activation and operation of the **nbn**TM POW.
- (b) 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.
- (c) Each party must support and assist the other party with the conduct of this Trial including by:
 - (i) sharing information regarding the Test Activities;
 - (ii) working with the other party to resolve issues relating to performance of Test Activities that may arise during this Trial;
 - (iii) notifying the other party of any matter which may be considered to be a material error, defect or deficiency in the processes, products and features 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 Downstream Service Providers and Contracted End Users, as applicable, for the purposes of improving the processes, product and features that are the subject of this Trial; and
- (v) performing any other activities as required by a Test Plan.

6. nbn™ POW

- (a) Subject to clause 6(b), **nbn** will make the **nbn™** POW available to Test Participants in the POW Trial Areas during the Test Period to facilitate interconnection between the RSP Network and the **nbn™** Network (on a test basis and to the extent required for the transmission of traffic using Test Products) in accordance with this Test Description and any relevant Supporting Documents (as updated from time to time).
- (b) The **nbn™** POW may not be available to Test Participant where there is insufficient co-location rack capacity in the **nbn™** POW for the Test Participant's equipment.
- (c) The **nbn™** POW will be provided on a trial-only and "as-is" basis for the purposes set out in this Test Description and any Supporting Documents, 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 **nbn™** POW will be fault free in operation.

7. Test Product

- (a) The Test Product is comprised of the following Test Product Components:
 - (i) The **Test Network-Network Interface** or **Test NNI**: the interface at a **nbn™** POW where the Test Participant's traffic is handed over to the **nbn™** Network.
 - (ii) A **Test Connectivity Virtual Circuit** or **Test CVC**: an Ethernet-based Layer 2 virtual capacity on the **nbn™** Network used to carry the Test Participant's traffic between multiple Test AVCs in a CSA on an aggregated basis and the Test NNI at the **nbn™** POW serving that CSA.
 - (iii) A **Test Access Virtual Circuit** or **Test AVC**: an Ethernet-based Layer 2 virtual connection on the **nbn™** Network that carries Test Participant's traffic between a Test NNI and Test UNI.
 - (iv) The **Test User Network Interface** or **Test UNI**: the interface to which **nbn** supplies the Test Product in respect of a location specified by **nbn**.
- (b) The specifications, features and functionalities of the Test Product Components will be as agreed between **nbn** and Test Participant from time to time.
- (c) Subject to this Agreement, **nbn** may supply Test Participant with any or all of the Test Product Components for the purposes of the Trial and at **nbn™** POW Trial Areas only.

8. Process

- (a) Test Participant acknowledges that this Trial may be limited to locations:
 - (i) where there is sufficient co-location rack capacity for Test Participant's equipment within the **nbn™** POW;

- (ii) where a disruptive event has occurred or **nbn** has scheduled a testing event for delivering the relevant **nbn**TM POW capability; and
- (iii) that are near an existing **nbn** POI,

(the **POW Trial Areas**).

- (b) Test Participant will participate in Test Activities as specified in the Test Plan to be provided to Test Participant from time to time, and including but not limited to, the following as applicable to the Trial:
 - (i) requesting access to the **nbn**TM POW;
 - (ii) co-operating with **nbn** to understand the required equipment of Test Participant to be installed in the **nbn**TM POW;
 - (iii) procure the equipment agreed to be installed under clause 8(b)(ii) to be installed into the allocated co-location rack in the **nbn**TM POW;
 - (iv) engage an **nbn**-approved contractor to install and maintain the equipment agreed to be installed under clause 8(b)(ii) and any required lead-in or backhaul transmission cables in the locations allocated by **nbn** in the **nbn**TM POW;
 - (v) providing assistance to **nbn** in respect of installation, testing and evaluation of the **nbn**TM POW and related features and testing and evaluation of applicable operational processes; and
 - (vi) actively execute test cases as determined by **nbn**.
- (c) Test Participant acknowledges that the cost and maintenance of Test Participant's equipment, including Test Participant's lead-in or backhaul transmission cables in the **nbn**TM POW and associated installation costs will be the responsibility of Test Participant.
- (d) **nbn** will participate in Test Activities as specified in the Test Plan to be provided to Test Participant from time to time, and including but not limited to, the following:
 - (i) procure, install and maintain optical cable trays within the **nbn**TM POW for the purposes of supporting Test Participant's lead-in or backhaul transmission cables;
 - (ii) install and connect Test Participant's lead-in or backhaul transmission cable presented by Test Participant at the cable chamber to the ODF termination point in the **nbn**TM POW designated by **nbn** in its discretion (and notified to Test Participant);
 - (iii) for the purposes of any cross-connection between specified pairs of locations on ODFs in the **nbn**TM POW, procure, install and maintain a pair of single mode fibre optic cables at or in respect of the **nbn**TM POW at any of the following locations on an ODF in the **nbn**TM POW:
 - (A) the designated point associated with a Test NNI;
 - (B) the designated ODF termination point at which a lead-in or backhaul transmission cable is presented; and
 - (C) any other designated point at which any other connection located within the **nbn**TM POW is presented.

9. Performance

- (a) Test Participant acknowledges and agrees that Service Levels, Performance Objectives or Operational Targets within the **nbn**TM Facilities Access Service Module Service Levels Schedule of the WBA do not apply to this Trial.
- (b) Test Participant acknowledges that no Service Levels, Performance Objectives or Operational Targets apply in connection with the **nbn**TM POW or the Test Product.

10. Test Contacts

- (a) **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 **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, **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.

11. Term, termination and withdrawal

- (a) **nbn** may amend or replace this Test Description by giving 10 Business Days' notice to Test Participant.
- (b) **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) Test Participant may cancel its participation in the Trial by giving 10 Business Days' written notice to **nbn** and informing **nbn** of the reason for the cancellation, in which case **nbn** may give a Cancellation Notice under the Standard Test Terms.
- (d) The parties will use their reasonable endeavours to work with each other for the purpose of avoiding any inconvenience to any Downstream Service Providers and Contracted End Users affected by termination or cancellation of this Test Description or any Test Activities.

12. Charges

- (a) Subject to clause 8(c) and 12(b), no charges will apply to this Trial, the **nbn**TM POW and the Test Product.
- (b) Despite clause 12(a), all applicable Charges under the WBA including Charges for any existing facilities access services (including any Service Elements supplied under the Facilities Access Service) used in connection with, but not specific to, this Trial as relevant will continue to be chargeable as set out in the WBA.

Execution

Executed as an agreement

Signed for **nbn 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 party name]** 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