

Test Agreement

Test Description: Service Health Summary Trial



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Environment

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

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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 Agreement for the Trial.
- B. On 3 September 2019, **nbn** notified participants in the Product Development Forum that it was seeking expressions of interest to participate in trialling FTTN/B on the Service Health Summary and Diagnostics tool. **nbn** completed trialling FTTN/B on the Service Health Summary and Diagnostics tool on 4 May 2020.
- C. On 17 February 2020, **nbn** notified RSPs that it was expanding the Service Health Summary and Diagnostic tool and sought expressions of interest to participate in trialling HFC and FTTC on the Service Health Summary and Diagnostic tool. **nbn** completed trialling HFC on the Service Health Summary and Diagnostics tool on 28 June 2020, with the FTTC trial continuing after this date.
- D. On 24 September 2020, **nbn** notified RSPs that it was expanding the Service Health Summary and Diagnostic tool and sought expressions of interest to participate in trialling Fixed Wireless on the Service Health Summary and Diagnostics tool.
- E. On 4 February 2021, **nbn** notified RSPs that it was expanding the Service Health Summary and Diagnostic tool and sought expressions of interest from RSPs to participate in trialling FTTP on the Service Health Summary and Diagnostics tool.
- F. The Trial will be available through the **nbn**TM Platform Interfacing Service through the **nbn**TM Service Portal or B2B Access via RESTful APIs.
- G. The purpose of the Trial is to:
 - i. Seek feedback and insights from Test Participants on the usability of the Service Health Summary and Diagnostic tool in respect of the access technologies being trialled;
 - ii. Identify and implement improvements to the Service Health Summary and Diagnostics tool or associated processes based on feedback and insights; and
 - iii. Identify the impact of the Service Health Summary and Diagnostics tool on the end-to-end assurance processes and end-user experience.

1. Interpretation and definitions

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.

Agreement means this Test Description (including any Supporting Documents) together with the Standard Test Terms.

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

Eligible Customer Product means a Customer Product or Downstream Product supplied by the Test Participant that uses an **nbn** Product specified in a Test Plan as an input.

Eligible End User means the Contracted End User in respect of an Eligible Customer Product (or that person's authorised representative).

EOI means either or all of the following, as the context requires:

- (a) the expressions of interest process run by **nbn** and more fully described in the document titled 'Request for Expressions of Interest – Service Health Summary Trial' dated September 2019; and
- (b) any subsequent expressions of interest processes run by **nbn** relating to the Trial.

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

Service Health Summary Tool means a version of the Service Health Summary and Diagnostics tool supplied by **nbn** to the Test Participant on a trial basis for the purpose of testing under this Test Description and which is a "Test Product" for the purposes of the Standard Test Terms. For clarity, the Service Health Summary Tool is a distinct instance of the Service Health Summary and Diagnostics tool to the "Service Health Summary Tool" that may be available under the WBA (which as at 8 March 2021 can provide certain information in connection with **nbn**TM Ethernet (FTTB) Ordered Products, **nbn**TM Ethernet (FTTN) Ordered Products, **nbn**TM Ethernet (HFC) Ordered Products and **nbn**TM Ethernet (Wireless) Ordered Products).

SHS API means an application programming interface provided for the purpose of participating in the Trial.

Supporting Documents means any document notified 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.

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.

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

Test Participant Operator means each operator of the Test Participant that will be directly accessing and using the Service Health Summary Tool, nominated by the Test Participant and approved by **nbn** for the purposes of this Test Description.

Test Term has the meaning given to the term in clause 3.

Trial means the trial of the Service Health Summary Tool 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.

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

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

2. Pre-conditions

- (a) To participate in the Trial, the 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 an EOI and been selected by **nbn** to participate in the Trial;
 - (iv) have appointed a Trial Contact and notified **nbn** of the name of the Trial Contact and their contact details as required under clause 8 of this Test Description; and
 - (v) where applicable, be certified by **nbn** to use the SHS API prior to accessing the Service Health Summary Tool.
- (b) If Test Participant ceases to comply with 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 supplying the Service Health Summary Tool, SHS API and associated Test Activities to the Test Participant; or
 - (iii) terminate the Agreement.

3. Test Term

- (a) The term of the Trial will:
- (i) commence the later of the date that the parties execute this Test Description and 27 April 2020 (**Effective Date**) unless otherwise notified by **nbn**; and
 - (ii) expire on 31 October 2021, unless extended by **nbn** or terminated earlier in accordance with this Test Description (**Expiry Date**),
- (**Test Term**).
- (b) **nbn** may, by giving Test Participant 5 Business Days' written notice, and without limiting its rights under clause 9, amend the dates on which the Trial commences, ends, or both.

4. Documentation

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

5. Supply of Service Health Summary Tool

- (a) Test Participant acknowledges and agrees that:
- (i) the Service Health Summary Tool may not be available in relation to all **nbn**TM access technologies and **nbn** may, at its discretion, determine whether or not to add or remove any **nbn**TM access technology to the scope of Service Health Summary Tool for the purposes of the Trial;
 - (ii) it must only use the Service Health Summary Tool in respect of the **nbn**TM access technologies for which it has been authorised to access by **nbn** as part of the EOI selection process (**In-Scope Access Technologies**); and

- (iii) access to Service Health Summary Tool information in relation to an In-Scope Access Technology may not be available to Test Participant immediately and such access may be made available incrementally.
- (b) **nbn** will advise Test Participant of:
 - (i) each In-Scope Access Technology in respect of which Test Participant has been authorised; and
 - (ii) when each In-Scope Access Technology is expected to be made available to Test Participant (to the extent not already available as at the Effective Date) and whether and when the Service Health Summary Tool in respect of an In-Scope Access Technology is available via the **nbn**TM Service Portal or B2B Access.
- (c) **nbn** will supply the Service Health Summary Tool to the Test Participant during the Test Term in accordance with this Test Description and any relevant Test Plans (as updated from time to time).
- (d) The Service Health Summary Tool is provided on a trial only basis for the purposes set out in this Test Description, and Test Participant must not use the Service Health Summary Tool for any other purpose without **nbn**'s express consent.
- (e) **nbn** gives no warranty that the Service Health Summary Tool will be fault free in operation.
- (f) Test Participant may access and use the Service Health Summary Tool, and **nbn** will make available the Service Health Summary Tool through the **nbn**TM Platform Interfacing Service (**NPIS**) either via B2B Access on a Restful API or the **nbn**TM Service Portal (as determined by **nbn**), or as otherwise notified by **nbn**.
- (g) **nbn** will not charge Test Participant for the use of the Service Health Summary Tool as part of the Service Health Summary Trial. For clarity, any **nbn**TM Ethernet Ordered Product used as an input for any Eligible Customer Product will remain chargeable in accordance with the WBA, subject to the application of any Discount, Credit, Rebate or Waiver.

6. Performance and restrictions on use

- (a) The Test Participant acknowledges and agrees that:
 - (i) unless otherwise set out in this Test Description or the Supporting Documents no service level, rebate or compensation of any kind, however described, is available or applicable to any aspect or component of the supply of the Service Health Summary Tool under this Agreement;
 - (ii) results and output from the Service Health Summary Tool supplied under this Agreement are not intended to be production quality, and **nbn** gives no warranty in relation to the accuracy or quality of such results or outputs, and must not be relied upon by Test Participant; and
 - (iii) The NPIS Fair Use Policy applies in relation to the Trial, and any information made available to Test Participant on the Service Health Summary Tool as part of the Trial.
- (b) The Test Participant must:
 - (i) ensure that no more than 400 AVC queries are inputted into the Service Health Summary Tool per day, unless otherwise notified by **nbn**;
 - (ii) ensure that no more than 10 AVC queries are inputted into the Service Health Summary Tool per second, unless otherwise notified by **nbn**;
 - (iii) only use the Service Health Summary Tool to test and diagnose any issues with an Eligible End User's service from the time the Eligible End User contacts the Test Participant; until the closure of the incident; and
 - (iv) ensure that only approved Test Participant Operators access, view and use the Service Health Summary Tool in respect of the Trial.

- (c) If Test Participant reaches the limitation set out 6(b)(i), Test Participant must use the test and diagnostics process set out in the WBA for the remainder of the day, unless otherwise notified by **nbn**.
- (d) **nbn** may, by giving Test Participant 5 Business Days' written notice, amend the requirements of clause 6(b) in its discretion.
- (e) No other **nbn** test and diagnostics will be run for Ordered Products that have used the Service Health Summary Tool unless directed by **nbn**.
- (f) The Test Participant must not unnecessarily refresh the Service Health Summary Tool continuously.
- (g) The Test Participant must ensure the Unique Reference Number provided by the Service Health Summary Tool is added to any subsequent Trouble Ticket raised in relation to an Ordered Product that is queried using the Service Health Summary Tool, where that Ordered Product is used as an input into an Eligible Customer Product.

7. Test Participant's obligations

7.1 General obligations

- (a) Test Participant must only use the Service Health Summary Tool supplied under this Agreement for the purposes of the Trial as set out in this Agreement.
- (b) Test Participant must comply with any directions or guidance issued by **nbn** in connection with the Trial.
- (c) Test Participant must ensure Trial Participant Operators comply with any directions or guidance issued by **nbn** in connection with the Trial.
- (d) Test Participant must provide a secure email address to send and receive SHS API specifications and instructions relating to the Trial.
- (e) Test Participant will cease usage of the SHS API after the Expiry Date, or any other date notified by **nbn** in writing.

7.2 Review, reporting, co-location and co-design

- (a) Test Participant will, at **nbn**'s request:
 - (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 will 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 following becoming aware of same.
- (c) Test Participant will use its best endeavours to review and rectify any matters identified in clause 7.2(b) within their systems and processes within timeframes agreed with **nbn**.
- (d) Test Participant will provide feedback in relation to the Trial as requested by **nbn** including in relation to the effectiveness of the Service Health Summary Tool, issues faced or potential improvements.
- (e) Following a request by **nbn**, Test Participant will allow selected **nbn** personnel reasonable virtual access during business hours to Test Participant's operations centres in Australia, for the purpose of observing Test Activities, having virtual engagement with Test Participant Operators, and identifying potential design improvements to the Service Health Summary Tool and Test Activities.
- (f) If requested by **nbn**, Test Participant will participate in co-design sessions and post-trial feedback sessions.

- (g) If requested by **nbn**, Test Participant will assist **nbn** to directly obtain feedback from Eligible End Users regarding their experience with their **nbn** service and subsequent troubleshooting by **nbn** and Test Participant.

7.3 Test Participant Acknowledgements

Test Participant acknowledges and agrees that:

- (a) all aspects of the Service Health Summary Tool provided by **nbn** to Test Participant for the purposes of this Test Description (including, but not limited to metrics, parameters, field labels, wording of tool tips, SHS API) may be changed or updated by **nbn** at any time;
- (b) **nbn** makes no representation and gives no warranty that **nbn** will proceed to implement any feature of the Service Health Summary Tool on a full-scale or production basis;
- (c) with respect to the information provided to Test Participant in the Service Health Summary Tool and otherwise in connection with the Trial:
 - (i) that information is Confidential Information under the WBA and must only be used by the Test Participant for purposes of this Trial;
 - (ii) that information is subject to any disclaimers on the relevant **nbn**TM Platform Interfacing Service, and must be read in accordance with those disclaimers;
 - (iii) where that information relates to the speed, Line Rate or Information Rate, the Test Participant must not rely on that information as an accurate measure of the Line Rate or Information Rate speed during the busy hour (as indicated in section 7.3(d)(iii)) that might actually be experienced at the UNI used to serve a Premises;
 - (iv) **nbn** does not represent or warrant that the information is complete or error-free; and
 - (v) the information may change throughout the course of the Trial and may not align with other sources of information;
- (d) without limiting clause 7.3(c), where any of the following items of speed information are provided to Test Participant in the Service Health Summary Tool, such items of speed information will be subject to the following additional disclaimers:
 - (i) "Busy Hour Cell Performance" indicates the average 30 day downlink throughput of that cell during its busiest hour of the day, based on the following categories: <6Mbps, and 6Mbps or more;
 - (ii) "Busy Hour Backhaul Performance" indicates if the cell is connected to a backhaul link that has an average 28 day packet loss of 0.25% or more over that link during the busiest hour of the day;
 - (iii) the "busiest hour" is typically between 7pm and 11pm;
 - (iv) in respect of outputs of the Service Health Summary Tool relating to **nbn**TM Ethernet (Wireless) Ordered Products:
 - (A) such outputs are intended to assist in identifying if an End User is currently connected to a Wireless Network cell or a transmission backhaul link that may require a capacity upgrade;
 - (B) **nbn** does not represent or warrant that any cells or transmission backhaul links that are not identified as requiring an upgrade under section 7.3(d)(iv)(A) are free from performance issues; and
 - (C) any information disclosed by the Service Health Summary Tool relates to limited parts of the **nbn**TM Network and is not indicative of the actual end user experience or any performance commitments in respect of **nbn**TM Ethernet (Wireless);

- (v) the “Actual Line Rate” provided in connection with **nbn**TM Ethernet (FTTC) Ordered Products must only be used for test and diagnostic purposes. The rate is an indicative estimate only of peak Information Rate at the UNI in respect of a Premises. These rates must not be relied on as an accurate measure of the Line Rate or Information Rate that might actually be experienced at the UNI. If representations are made to third parties about the speeds that may be achieved, it must not be expressly or impliedly represented that the rate constitutes a representation by **nbn** about the speeds that might actually be experienced by the relevant End User;
 - (vi) in respect of outputs of the Service Health Summary Tool relating to **nbn**TM Ethernet (Fibre) Ordered Products, the optical receive and transmit power measurements will be reviewed by **nbn** as part of the overall test and diagnostic process. Any such signal strength measurements are intended to assist **nbn** in determining the overall quality of the optical signal and should not, in themselves, be taken to be conclusive indicators of the relevant Ordered Product’s performance;
- (e) irrespective of any information provided during the Trial, Test Participant will make its own judgement about any next steps to be taken in relation to End User service issues, following the use of the Service Health Summary Tool; and
 - (f) Test Participant has made and has relied on its own investigations, enquiries, knowledge and expertise in respect the Trial and this Agreement and its own evaluation of any material provided by **nbn** to Test Participant or its Personnel including relevant information and documents before entering into this Test Description;
 - (i) **nbn** has not made, and no Personnel of **nbn** have made, any warranty as to the performance of any Service Health Summary provided to Test Participant or its Personnel;
 - (ii) Test Participant is not entering into this Test Description 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 Test Description.

8. Trial Contacts

- (a) At **nbn**’s request, Test Participant must make relevant Trial Contacts available to **nbn** for the purposes of this Test Description.
- (b) **nbn** and Test Participant will provide telephone and email contact details of their Service Health Summary Trial Contacts to each other in accordance with clause 2(a)(iv), and maintain and keep these contact details up-to-date for the duration of the Service Health Summary Trial.

9. Amendments, expiry, suspension and withdrawal

- (a) **nbn** may amend or replace this Test Description or any Supporting Document by giving 10 Business Days’ notice to Test Participant.
- (b) **nbn** may interrupt, modify, suspend or cancel the supply or performance of the Test for any reason, by giving Test Participant as much notice as reasonably practicable in the circumstances.
- (c) **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;
 - (ii) the Trial; or
 - (iii) the supply of the Service Health Summary Tool.

- (d) Test Participant may cancel its participation in the Trial by giving 5 Business Days' written notice to **nbn** and informing **nbn** of the reason for the cancellation, in which case **nbn** may do any one or more of the following:
 - (i) cease supplying the Service Health Summary Tool immediately; and
 - (ii) give a Cancellation Notice under the Standard Test Terms.

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 full legal name of Test Participant]** 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