

Test Description: Proactive Assurance for Service Faults and Performance Incidents - Test & Learn (Phase 2)

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This Test Agreement is a Standard Form of Access Agreement for the purposes of Part XIC of the Competition and Consumer Act 2010 (Cth).

- A. This document is a Test Description for the purposes of the Framework Agreement between **nbn** and RSP.
- B. This Test Description, together with the Standard Test Terms, forms the Test Agreement for the Test.
- C. To be eligible to participate in the Test, RSP must satisfy the following conditions (**Eligibility Criteria**):
 - be party to the latest version of the Wholesale Broadband Agreement and be in good financial standing under that agreement.
- D. If checked by **nbn**, the following provisions in the Standard Test Terms apply:
 - (Requirements for Test End User Contracts) clause 7(a)(iii) applies; and
 - (Marketing-related disclosures) clause 12 applies.
- E. The particulars of this Test are set out in the table below:

#	Item	Details
1.	Name of Test	Proactive Assurance for Service Faults and Performance Incidents – Test & Learn (Phase 2).
2.	Description of the Test	<p>The parties will perform their respective obligations in this Test Description for the purpose of working together to:</p> <ul style="list-style-type: none"> (a) co-develop prototype process(es) for the proactive assurance of certain Service Faults and Performance Incidents; and (b) deploy those prototype process(es) for the duration of the Test, <p>in order to explore new processes optimised to support proactive, streamlined, and more automated assurance processes which enhance user experience and remove overall costs from the industry.</p>
3.	Description of the Test Product	Not applicable (see item 15).
4.	Test Period	1 April 2022 – 14 December 2022
5.	Location for the Test (if applicable)	Not applicable.
6.	Test Plan (if applicable)	To be provided by nbn to RSP.

#	Item	Details
7.	Operational procedures (if applicable)	As set out in item 15 and as otherwise set out in the Test Plan.
8.	Other instructions, policies and procedures (if applicable)	As set out in the Test Plan.
9.	Supply of Downstream Products to End Users	Not applicable.
10.	Supply through third parties (including downstream service providers)	Not applicable.
11.	nbn TM Downstream Network Boundary	Not applicable.
12.	nbn TM Upstream Network Boundary	Not applicable.
13.	Permitted Purposes for Test Information	No additional Permitted Purposes.
14.	Survival of specific provisions of this Test Description	No additional items.
15.	Other special conditions for this Test (if applicable)	<p><u>Trial Proactive Tickets to be subject to this Agreement</u></p> <p>(a) The parties acknowledge that nbn supplies, and RSP acquires, nbnTM Ethernet under the WBA. To the extent specified in this Agreement, the terms of this Agreement will apply in connection with the supply of specific nbnTM Ethernet Ordered Products to the exclusion of any inconsistent terms of the WBA.</p> <p>(b) Where a Trouble Ticket for an nbnTM Ethernet Ordered Product is submitted by RSP to nbn in accordance with this Agreement and the Test Plan (Trial Proactive Ticket):</p> <p>(i) the parties' rights and obligations in respect of that Trial Proactive Ticket and any underlying fault or incident to which that Trial Proactive Ticket relates, including the supply of assurance services by nbn in connection with that Trial Proactive Ticket, will be governed by the terms of this Agreement;</p>

#	Item	Details
		<p>(ii) the parties must each comply with the processes set out in the Test Plan for that Trial Proactive Ticket, including where those processes differ from or exclude processes that would apply under the WBA (including under the Test & Diagnostic Checklist);</p> <p>(iii) the WBA, including relevant Service Levels and the Service Fault Rebate, will not apply to any such Trial Proactive Ticket or such underlying faults or incidents, except as set out in paragraph (b)(iv); and</p> <p>(iv) the Test Participant may raise a Trouble Ticket in accordance with the WBA in respect of such underlying faults or incidents if such faults or incidents persist after the end of the Test Period.</p> <p>(c) Except as set out in paragraph (b), nbn[™] Ethernet Ordered Products to which Trial Proactive Tickets relate will continue to be supplied in accordance with, and governed by, the WBA.</p> <p><u>RSP to not exceed certain volume of Trial Proactive Tickets</u></p> <p>(d) RSP must not submit Trial Proactive Tickets otherwise than in accordance with the volumes and schedule notified by nbn to RSP. nbn may update the permitted volumes and schedule for the submission of Trial Proactive Tickets by notice to RSP at any time during the Test Period. The parties acknowledge that in notifying or updating such volumes and schedule with RSP, nbn will consider:</p> <p>(i) the request of RSP;</p> <p>(ii) the request of other RSPs who are parties to a test agreement dealing with the same subject matter; and</p> <p>(iii) nbn's resource availability and ticket volume capacity.</p> <p>(e) nbn may delay the acceptance of, reject, or cancel, any Trial Proactive Tickets raised in excess of the volumes confirmed by nbn under paragraph (d).</p> <p>(f) RSP must not raise any Trial Proactive Tickets on 19 April 2022, on national public holidays, during the one-week period prior to an Embargo Period, during Embargo Periods or on any other dates as outlined in the Test Plan without prior approval from nbn. (This is to allow for the office shutdown and embargo periods when the industry is operating with reduced resources.)</p> <p><u>Test Information to be disclosed on a de-identified or aggregated basis</u></p>

#	Item	Details
		(g) Before disclosing Test Information in accordance with clause 11.3(a)(ii) of the Standard Test Terms, nbn will de-identify or aggregate Test Information.
16.	RSP acknowledgements	<p>RSP warrants and agrees that:</p> <ul style="list-style-type: none"> • RSP has made and has relied on its own investigations, enquiries, knowledge and expertise in respect of the Test Agreement, the Test and each Test Product and its own evaluation of any material provided by nbn to RSP or its Personnel; • nbn has not made, and no Personnel of nbn have made, any warranty as to the performance of any Test Product to RSP or its Personnel; • RSP 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 purporting to be made by or on behalf of nbn or its Personnel, other than as expressly set out in the Test Agreement; • RSP has had the benefit of independent legal, financial and technical advice relating to its proposed participation in the Test and its entry into this Test Agreement; and • as part of its investigations and enquiries in respect of the Test, each Test Product and the Test Agreement, RSP or its representatives have had access to all documents and information they have requested from nbn or its Personnel.
17.	Definitions	“Agreement” means this Test Agreement.

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