

Test Description: Trouble Ticket Dispute Process Trial

Version: 1.1 | Date of issue: 22 Mar 2022

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

- 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. If RSP wishes to participate in the Test, RSP must notify **nbn** of its intention to participate.
 - i. during the related Expressions of Interest process (if applicable); or
 - ii. after **nbn** publishes the Test Description on **nbn** website or issues this Test Description to RSP.
- D. 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; and
 - have on-boarded to and be willing to use the Service Health Summary Tool for the purposes of the Test; and
 - have completed the relevant on-boarding and certification activities as required by **nbn** for this Test, including On-boarding processes and activities for relevant **nbn** access technology of the Test Product.
- E. 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.
- F. The particulars of this Test are set out in the table below:

#	Item	Details
1.	Name of Test	Trouble Ticket Dispute Process Trial
2.	Description of the Test	<p>To test Trouble Ticket dispute and validation capability, system and operational processes, as described in a Test Plan, in order to:</p> <ul style="list-style-type: none"> (a) Validate the Trouble Ticket Dispute process operationally with RSPs in a controlled environment to ensure it can be formally introduced without impacts to the current assurance model. (b) Enable nbn and RSPs to validate the proposed dispute scenarios developed in collaboration with RSPs that participated in workshops commencing in May 2021. (c) Enable nbn to work with RSPs to minimise the volume of invalid dispute Trouble Tickets. (d) Enable nbn to forecast the volume of dispute Trouble Tickets to ensure it can be supported and effectively scaled.
3.	Description of the Test Product	Not applicable (see item 15).
4.	Test Period	20 June to 20 September 2022

#	Item	Details
5.	Location for the Test (if applicable)	Not applicable.
6.	Test Plan	To be notified by nbn to RSP before commencement of the Test, and may be updated by nbn from time to time during the Test Period.
7.	Operational procedures (if applicable)	To be notified by nbn to RSP from time to time before or during the Test Period.
8.	Other instructions, policies and procedures (if applicable)	To be notified by nbn to RSP from time to time before or during the Test Period.
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	<i>Not Applicable.</i>
14.	Survival of specific provisions of this Test Description	Not Applicable.
15.	Other special conditions for this Test (if applicable)	<p>(a) nbn may notify RSP from time to time of the maximum number of disputes that RSP may submit per day as part of this Test in respect of Trouble Tickets for nbnTM Ethernet ordered products (Dispute Cap). If RSP submits any such disputes in excess of the Dispute Cap on any given day, nbn may:</p> <ul style="list-style-type: none"> (i) reject any such disputes in excess of the Dispute Cap; or (ii) suspend RSP's ability to raise Trouble Ticket disputes until such time as nbn is satisfied that RSP will comply with the Dispute Cap.

#	Item	Details
		<p>(b) If nbn determines at any time that more than 10% of the Trouble Ticket disputes submitted by RSP as part of the Test are not submitted in accordance with this Agreement or the Test Plan, nbn may suspend RSP's ability to raise Trouble Ticket disputes until such time as nbn is satisfied that RSP will submit Trouble Ticket disputes in accordance with this Agreement and the Test Plan.</p> <p>(c) 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>(d) Where RSP submits a dispute in respect of a Trouble Ticket for an nbnTM Ethernet ordered product in accordance with this Agreement and the Test Plan (Disputed Trouble Ticket):</p> <ul style="list-style-type: none"> (i) the parties' rights and obligations in respect of that Disputed Trouble Ticket and any underlying fault or incident to which that Disputed Trouble Ticket relates, including the supply of assurance services by nbn in connection with that Disputed Trouble Ticket, will be governed by the terms of this WBA, except as otherwise set out in this Agreement or the Test Plan; (ii) the parties must each comply with the processes set out in the Test Plan for that Disputed Trouble Ticket, including where those processes differ from or exclude processes that would apply under the WBA; and (iii) The Trouble Ticket management Service Levels and Performance Objective will not apply to any such Disputed Trouble Ticket. <p>(e) Except as set out in paragraph (d), nbnTM Ethernet Ordered Products to which Disputed Trouble Ticket relate will continue to be supplied in accordance with, and governed by, the WBA.</p>
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 and the Test 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 or their Personnel, other than as expressly set out in the Test Agreement; <p>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;</p>

#	Item	Details
		<ul style="list-style-type: none"> • as part of its investigations and enquiries in respect of the Test and the Test Agreement, RSP or its representatives have had access to all documents and information they have requested from nbn or its Personnel; and • nbn makes no representation and gives no warranty that nbn will proceed to implement any feature of the Test on a full-scale basis or a production basis.
17.	Definitions	Not Applicable.

Copyright

This document is subject to copyright and must not be used except as permitted below or under the *Copyright Act 1968* (Cth). You must not reproduce or publish this document in whole or in part for commercial gain without the prior written consent of nbn. You may reproduce and publish this document in whole or in part for educational or non-commercial purposes as approved by nbn in writing.

Copyright © 2022 nbn co limited. All rights reserved. Not for general distribution.

Disclaimer

This document is provided for information purposes only. The recipient must not use this document other than with the consent of nbn and must make their own inquiries as to the currency, accuracy and completeness of this document and the information contained in it. The contents of this document should not be relied upon as representing nbn's final position on the subject matter of this document, except where stated otherwise. Any requirements of nbn or views expressed by nbn in this document may change as a consequence of nbn finalising formal technical specifications, or legislative and regulatory developments.

Environment

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