

# Test Agreement

Test Description: Service Health Summary



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### Environment

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

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# Test Agreement

## Test Description: Service Health Summary

### 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. **nbn** is making the Service Health Summary Tool available to Test Participants.
- C. This Trial will be available through the **nbn**<sup>TM</sup> Platform Interfacing Service through the Service Portal and /or B2B Access via RESTful APIs.
- D. The purpose of the Trial is to provide Test Participants with access to the Service Health Summary Tool for the purpose of testing and providing feedback prior to the proposed launch of the Service Health Summary Tool. .

## 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).

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

**In-Scope Access Technologies** means the **nbn**<sup>TM</sup> access technologies the Test Participant is authorised to use the Service Health Summary Tool to query in connection with this Trial, as notified by **nbn** in accordance with clause 5(g)(i) and as amended from time to time in accordance with clause 5(h).

**NPIS Access Platform** has the meaning given to the term in clause 5.

**Service Health Summary Tool** means the version of the Service Health Summary and Diagnostics tool supplied by **nbn** to the Test Participant on a trial basis for a limited period of time under this Test Description and which is a "Test Product" for the purposes of the Standard Test Terms.

**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 API** means an API provided for the purpose of participating in the Trial.

**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 has been on-boarded by the Test Participant to use the Service Health Summary Tool and who will directly access and use the Service Health Summary Tool.

**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).

**Unique Reference Number** means the "Health Reference ID" provided to the Test Participant when they query a service using the Service Health Summary Tool.

## 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 completed all necessary On-boarding for each In-Scope Access Technology before using the Service Health Summary Tool in connection with that In-Scope Access Technology;
  - (iv) have completed all necessary NPIS On-boarding before accessing the Service Health Summary Tool via B2B Access and/or Service Portal (as applicable);
  - (v) have completed all other on-boarding activities prescribed by **nbn** for the purposes of this Trial; and
  - (vi) 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.
- (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 supplying the Service Health Summary Tool, any Test APIs 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 on the later of the date that the parties execute this Test Description and 4 May 2020 (**Effective Date**) unless otherwise notified by **nbn**; and
  - (ii) expire on 30 November 2020, 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 Effective Date and/or the Expiry Date.

### 4. 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 Document by giving 5 Business Days' notice to Test Participant.

### 5. Supply of the Service Health Summary Tool

- (a) **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).
- (b) The Service Health Summary Tool is provided on a trial-only basis for the purposes set out in this Test Description, and Test Participant agrees that it must not use the Service Health Summary Tool for any other purpose without **nbn**'s express written consent.
- (c) **nbn** gives no warranty that the Service Health Summary Tool will be fault free in operation.
- (d) Subject to the remainder of this clause 5, Test Participant may access and use the Service Health Summary Tool either via B2B Access using APIs or via the Service Portal (each an **NPIS Access Platform**), or as otherwise notified by **nbn**.
- (e) **nbn** will not charge Test Participant for the use of the Service Health Summary Tool as part of the Trial.
- (f) Test Participant acknowledges that the Service Health Summary Tool may not be:
  - (i) able to provide data or information in relation to all **nbn**<sup>TM</sup> access technologies, and that the **nbn**<sup>TM</sup> access technologies about which data or information can be accessed via the Service Health Summary Tool may change from time to time; and
  - (ii) accessible via both NPIS Access Platforms for all **nbn**<sup>TM</sup> access technologies, and that the NPIS Access Platforms that can be used to interact with the Service Health Summary Tool may change from time to time.
- (g) On, or as soon as practicable after the Effective Date, **nbn** will advise the Test Participant:

- (i) which **nbn**<sup>TM</sup> access technologies it is authorised to use the Service Health Summary Tool to query in connection with this Trial;
  - (ii) where an In-Scope Access Technology is not available at the Effective Date, a reasonable estimate of when the Test Participant will be able to use the Service Health Summary Tool to query a service on that In-Scope Access Technology; and
  - (iii) which NPIS Access Platforms the Test Participant is authorised to use in order to interact with the Service Health Summary Tool for each In-Scope Access Technology.
- (h) **nbn** may at its discretion, decide to add to or remove from the scope of this Trial the authorisation of the Test Participant to:
- (i) use the Service Health Summary Tool to collect data or information in connection with one or more **nbn**<sup>TM</sup> access technologies; or
  - (ii) use one or more NPIS Access Platforms to access Service Health Summary Tool in connection with one or more In-Scope Access Technologies,

and **nbn** will give the Test Participant notice of any decision made under this clause 5(h), and upon receipt of such notice the Test Participant must immediately cease any non-authorised use of the Service Health Summary Tool.

- (i) Test Participant must only use the Service Health Summary Tool in connection with the In-Scope Access Technologies, and only via the NPIS Access Platforms authorised by **nbn** under clauses 5(g) and 5(h).

## 6. Performance and restrictions on use

- (a) The Test Participant acknowledges and agrees that 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.
- (b) The Test Participant must:
  - (i) ensure that the number of AVC queries inputted into the Service Health Summary Tool each hour is less than or equal to 1% of Services in Operation at 5pm AET on last day of the prior Calendar month, unless otherwise notified by **nbn**;
  - (ii) ensure that the number of AVC queries inputted into the Service Health Summary Tool each day is less than or equal to 18% of Services in Operation at 5pm AET on the last day of the prior Calendar month, 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 any associated Trouble Ticket; and
  - (iv) ensure that only Test Participant Operators access, view and use the Service Health Summary Tool.
- (c) If Test Participant reaches a limitation set out in clause 6(b)(i) or 6(b)(ii), Test Participant must cease using the Service Health Summary Tool, unless otherwise notified by **nbn**. For clarity, the Test Participant can continue to use applicable test and diagnostics processes set out in the WBA.
- (d) **nbn** may, by giving Test Participant 5 Business Days' written notice, amend the requirements of clause 6(b) in its sole discretion.
- (e) The Test Participant must not unnecessarily refresh the Service Health Summary Tool.
- (f) The Test Participant must ensure the Unique Reference Number for the Service Health Summary Tool is added to any subsequent Trouble Ticket raised in relation to an Eligible End User's service queried using the Service Health Summary Tool.

- (g) Test Participant must not provide End Users access to view and/or use any component of the Service Health Summary Tool, without the express written consent of **nbn**.
- (h) The **nbn**<sup>™</sup> Platform Interfacing Service - Fair Use Policy applies to the Trial, and any information made available to Test Participant via the Service Health Summary Tool as part of the Trial.
- (i) The Test Participant acknowledges and agrees that **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 basis.

## 7. Test Participant's obligations

### 7.1 General obligations

- (a) Test Participant must only use the Service Health Summary Tool 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 and that all Trial Participant Operators complete all on-boarding activities specified by **nbn** prior to using the Service Health Summary Tool.
- (d) Test Participant must ensure that the wording of any 'Suggested Actions' provided by **nbn** in the Service Health Summary Tool is passed through to Trial Participant Operators, and is not modified other than with the consent of **nbn**.
- (e) Test Participant must cease use of the Service Health Summary Tool and the Test APIs on and from the Expiry Date, unless otherwise notified by **nbn**.

### 7.2 Trial review and reporting

- (a) Test Participant will, if requested by **nbn**, provide feedback in relation to the Trial including specific processes, tools, activities or integration experiences.
- (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**.

### 7.3 Test Participant acknowledgements

Test Participant acknowledges and agrees that:

- (a) except where this Test Description provides for a specific notice period, 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, Test APIs) may be changed or updated by **nbn** at any time;
- (b) with respect to the information provided to Test Participant via the Service Health Summary Tool and otherwise in connection with the Trial:
  - (i) that information is Confidential Information under the WBA;
  - (ii) that information is subject to any relevant disclaimers contained in the Service Portal or in the relevant B2B Specifications, and must be read in accordance with those disclaimers;



- (iii) where that information relates to speed, Line Rate or Information Rate, the Test Participant must not rely on that information as an accurate measure of the speed, Line Rate or Information Rate that might actually be experienced at the UNI used to serve a Premises;
  - (iv) **nbn** does not represent or warrant that any such information is complete, accurate or error-free; and
  - (v) the information may change throughout the course of the Trial and may not align with other sources of information;
- (c) without limiting clause 7.3(b), any speed information provided to Test Participant in the Service Health Summary Tool relating to:
- (i) the “Actual Line Rate”, “Attainable Line Rate”, “Attainable Line Rate (2 hours)” and “Attainable Line Rate (7 days)” must only be used for test and diagnostic purposes. These rates are indicative estimates only of the peak Line Rate or 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; and
  - (ii) the “Assured Line Rate” for FTTN and FTTB locations will always reflect the PIR under the WBA, unless otherwise notified by **nbn**. This rate is only provided for Service Class 13 FTTN/FTTB locations.
- (d) irrespective of any information, recommendations or ‘Suggested Actions’ provided by **nbn** during the Trial (including via the Service Health Summary Tool), 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;
- (e) Test Participant has made and has relied on its own investigations, enquiries, knowledge and expertise in respect of 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;
- (f) **nbn** has not made, and no Personnel of **nbn** have made, any warranty as to the performance of the Service Health Summary Tool provided to Test Participant or its Personnel; and
- (g) 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 Trial Contacts to each other in accordance with clause 2(a)(vi), and maintain and keep these contact details up-to-date for the duration of the Trial.

## 9. Amendments, expiry, suspension 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) **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/or
  - (ii) give a Cancellation Notice under the Standard Test Terms.

# Execution

## Executed as an agreement

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Signed for **nbm co limited** by its authorised representatives:

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Signature of authorised representative

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Signature of authorised representative

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Name of authorised representative

---

Name of authorised representative

---

Date of signature

---

Date of signature

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Signed for **[insert full legal name of Test Participant]** by its authorised representatives:

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Signature of authorised representative

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Signature of authorised representative

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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