

Test Agreement:

nbn[™] TC-2 Speed Commitments Improvement Trial
20M – Phase 2



Test Agreement

Test Description: **nbn**TM TC-2 Speed Commitments Improvement Trial 20M – Phase 2

Version	Description	Effective Date
1.0	Issued on 4 December 2019	Execution Date

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Environment

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

Test Agreement

Test Description: **nbn**[™] TC-2 Speed Commitments Improvement Trial 20M – Phase 2

Parties

- **nbn** co limited (ABN 86 136 533 741) of Level 11, 100 Arthur 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 Test Agreement for the Trial.
- B. The purpose of this Trial is for **nbn** to test further enhancements to speed commitments and remediation processes for the Test Participant's Eligible **nbn** TC-2 Order(s).
- C. The Trial will allow Test Participant to provide feedback to **nbn** about the processes and interactions in relation to End User connect, modify and speed improvement experiences.

1. Interpretation

In this Test Description:

- (a) the singular includes the plural and vice versa;
- (b) any capitalised term used but not defined 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.

2. Participation in the Trial

To participate in the Trial, the Test Participant must:

- (a) be a party to a WBA;
- (b) have entered into the Standard Test Terms;
- (c) be fully compliant with the terms of the WBA (including the Credit Policy);
- (d) be offering Downstream Products to which an **nbn**[™] Ethernet AVC TC-2 is an input;
- (e) have entered into this Test Description;
- (f) be ready, willing and able to place an Eligible **nbn** TC-2 Order; and
- (g) before any Test Activities are conducted in respect of an Eligible End User, have in place (and maintain at all times during the Test Period) an Eligible End User Contract with that Eligible End User.

3. The Trial

3.1 Test Activities

- (a) During the Test Period, **nbn** and Test Participant will participate in the Trial and perform relevant Test Activities, in accordance with:
- (i) the processes and procedures set out in the 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.
- (b) Subject to the rights and obligations of each party under this Test Agreement, the parties will cooperate with each other and work collaboratively in connection with the performance of the Test Activities so as to enable **nbn** to carry out the Test Activities and use the learnings to develop and enhance its systems, products, services and processes.
- (c) **nbn** may, and may require Test Participant to, at any time during the Test Period:
- (i) amend, pause or cease Test Activities with respect to one or more Eligible **nbn** TC-2 Orders; or
 - (ii) not conduct one or more Test Activities in respect of an Eligible **nbn** TC-2 Order,
- and if **nbn** makes such a determination, it will use reasonable endeavours to notify the Test Participant of the reason for this determination and the terms of the WBA shall apply to the Eligible **nbn** TC-2 Order.
- (d) In exercising its rights under clause 3.1(c), **nbn** will have regard to:
- (i) the Test Participant's ability to comply with its obligations in clause 2 and 7;
 - (ii) the cost and complexity of Test Activities required in respect of the relevant Eligible **nbn** TC-2 Order;
 - (iii) the capacity of **nbn** to complete all Test Activities (taking into account the volumes of Eligible **nbn** TC-2 Products and the complexity of Test Activities for each) at the relevant time; and
 - (v) any other matters that **nbn** considers relevant.

3.2 Service Levels

The parties acknowledge and agree that the Test Activities do not affect the Service Levels under the WBA.

3.3 Charges

- (a) No additional charges will apply to the performance of the Test Activities.
- (b) Applicable charges under the **nbn**TM Ethernet Price List will continue to apply to the supply of any Eligible **nbn** TC-2 Product including charges that apply in the event of an early disconnection or modification of an Eligible **nbn** TC-2 Product in accordance with section 7 of the **nbn**TM Ethernet Price List.

3.4 Liability exclusion

To the full extent permitted by law, **nbn** excludes all liability to Test Participant in respect of any Loss arising by reason of any failure of any works undertaken by **nbn** as part of the Test Activities.

3.5 Confidential Information

The parties acknowledge and agree that in the course of carrying out the Test Activities in relation to an Eligible End User:

- (a) **nbn** may disclose to that Eligible End User **nbn**'s or Test Participant's Confidential Information relating to the Test Activities for that Eligible End User but only for the purposes of those Test Activities;
- (b) Test Participant must inform the Eligible End User that it will be receiving Confidential Information of **nbn** and the Test Participant as part of the performance of the Test Activities; and
- (c) Test Participant must procure that each Eligible End User:
 - (i) only uses **nbn**'s Confidential Information for the purposes of the Test Activities in relation to that Eligible End User; and
 - (ii) does not disclose **nbn**'s Confidential Information.

4. Term, termination and withdrawal

- (a) This Test Description will commence on the date on which it has been executed by both parties and terminates on the Expiry Date unless terminated earlier in accordance with clauses 4(c) or 4(d) (**Test Period**).
- (b) The Trial will commence on the date notified by **nbn** to Test Participant and end on the Expiry Date.
- (c) **nbn** may issue a Cancellation Notice at any time in accordance with the Standard Test Terms to terminate:
 - (i) this Test Description; and/or
 - (ii) part or all of the Test Activities.
- (d) Test Participant may terminate this Test Description or withdraw from the Trial by giving 10 Business Days' written notice to **nbn**.
- (e) If this Agreement is terminated **nbn** will:
 - (i) complete any Test Activities in relation to an Eligible **nbn** TC-2 Order commenced prior to termination; and
 - (ii) not conduct any Test Activities in relation to any Eligible **nbn** TC-2 Order that have not commenced prior to termination.

5. Documentation changes

nbn may, without limiting clause 4, amend or replace this Test Description or any Supporting Document by giving 10 Business Days' notice to Test Participant.

6. Test Contacts

- (a) **nbn** and Test Participant will each appoint a person as a contact point in relation to process issues (if any) arising from the Test Activities (each, a **Test Contact**).
- (b) **nbn** and Test Participant will each designate a suitable leader (or leaders) to represent their small and medium business unit and their large and enterprise business unit (as applicable), to allocate resources to the Test Activities, to provide strategic input and to act as an escalation point (**Test Leader**).

- (c) **nbn** and Test Participant will provide telephone and email contact details of their Test Contacts and Test Leaders to each other before Test Activities commence.

7. Test Participant's Responsibilities

During the Test Period, the Test Participant must:

- (a) support and assist **nbn** with the conduct of Test Activities including by:
- (i) undertaking relevant activities (including manual processes) in timeframes determined by **nbn** (acting reasonably);
 - (ii) providing a point of contact to work with **nbn** case managers or jeopardy managers to resolve issues that may arise during the Testing Activities;
 - (iii) working collaboratively with **nbn** to refine the Test Activities; and
 - (iv) providing feedback, including the feedback of Eligible End Users, for process improvement and feasibility assessment.
- (b) manage the Eligible End User relationship during the Test Period, including, if reasonably requested by **nbn**:
- (i) arranging for **nbn** personnel to access the Premises of Eligible End Users in a timely manner to conduct relevant Test Activities;
 - (ii) deliver communications related to Test Activities to Eligible End Users during the Test Period as reasonably requested by **nbn**; and
 - (iii) support **nbn** to communicate directly with Eligible End Users for the purposes of the Test Activities.
- (c) notify **nbn** of any matter which Test Participant considers to be a material error, defect or deficiency in **nbn's** processes or procedures regarding the Test Activities, as soon as reasonably practicable after becoming aware of that material error, defect or deficiency.

8. Definitions

Unless otherwise defined, terms used in this Test Description have the meaning given in the Standard Test Terms and the WBA and:

Eligible End User means the Contracted End User to whom an Eligible **nbn** TC-2 Order relates.

Eligible End User Contract means a contract with an Eligible End User which:

- (a) permits **nbn** to conduct the Test Activities; and
- (b) includes any necessary consents from the Eligible End User to permit the Eligible End User's confidential information to be disclosed to and used by **nbn** and its Personnel for the purposes of the Test Activities.

Eligible nbn TC-2 Order means a Connect Order or Modify Order submitted by the Test Participant in respect of an Eligible **nbn** TC-2 Product which is approved by **nbn** for inclusion in this Trial.

Eligible nbn TC-2 Product means **nbn**TM Ethernet (FTTN) or **nbn**TM Ethernet (FTTB) Ordered Product with a AVC TC-2 bandwidth profile of 20Mbps (CIR) where:

- (a) the Line Rate test performed by **nbn** during the installation or activation process indicates that the Line Rate at the **nbn**TM Downstream Network Boundary in respect of the relevant Premises could support up to 20Mbps (CIR) on the ordered copper pair; and
- (b) **nbn** otherwise notifies the Test Participant that the relevant Ordered Product is eligible for the Trial.

Expiry Date means 30 September 2020 or such other date as notified by **nbn** to Test Participant.

Supporting Document means any document notified to Test Participant by **nbn** that details reasonable instructions, policies and procedures regarding the Test Activities.

Test Activities means the following activities in respect of Eligible **nbn** TC-2 Orders:

- (a) planning and co-ordination activities relating to Eligible **nbn** TC-2 Orders, including technician appointments;
- (b) carrying out such Remediation activities set out in the WBA and Supporting Documents as are selected by **nbn**;
- (c) carrying out fibre build activities where selected by **nbn**;
- (d) additional line-speed testing;
- (e) the capture and verification of Eligible End User information;
- (f) testing and evaluation of alternative **nbn**TM Location ID / address identification and verification methodology for **nbn** systems and processes;
- (g) proactive identification of heritage and cultural protection requirements;
- (h) testing of additional or varied Eligible End User communications regarding Eligible **nbn** TC-2 Orders, information capture, pre-scoping activities and appointment timing and expectations; and
- (i) proactive issue mitigation for high risk or high probability potential issues relating to Eligible **nbn** TC-2 Orders, as identified by **nbn**.

Test Agreement means this Description together with the Standard Test Terms.

Test Contact has the meaning given in clause 6(a).

Test Leader has the meaning given in clause 6(b).

Test Period has the meaning given in clause 4(a).

Trial means the performance of Test Activities in accordance with this Test Agreement and the Supporting Documents and has the meaning of the term "Test" for the purposes of 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 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