

Test Agreement

Test Description: **nbn**[™] Business Satellite Services (BSS) Mobility Trial



Test Agreement

Test Description: **nbn**TM **BSS** Mobility Trial

Version	Description	Effective Date
1.0	Issued on 2 August 2021	TBA
1.1	Clarification of trial term	TBA
1.2	Extension to 14 December 2021	16 November 2021

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 © 2021 **nbn** 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, **nbn**'s ongoing internal reviews, or legislative and regulatory developments.

Environment

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

Contents

1. Interpretation and definitions	4
1.1 Interpretation	4
1.2 Definitions	4
2. Pre-conditions	6
2.1 Preconditions for participation	6
2.2 Failure to comply	6
3. Documentation	6
4. Test Product	6
5. Test End Users	7
6. Service Levels	7
7. Test Participant's Obligations	8
7.1 General Obligations	8
7.2 Test Contact	8
7.3 Test Results and publicity	8
8. Financials	9
8.1 Charges	9
9. Term, termination and withdrawal	9
9.1 Term and termination	9
9.2 Cancellation by nbn	10
9.3 Cancellations by Test Participant	10
9.4 Obligations regarding termination of supply	10
10. Test Participant Acknowledgements	10
Execution	12
Appendix A Test Product	13

Test Agreement

Test Description: **nbn**[™] BSS Mobility Trial

Parties

- nbn co limited (ABN 86 136 533 741) of Level 13, 100 Mount Street, North Sydney NSW 2060 (**nbn**);
- <company name> (ABN XX XXX XXX XXX) of <address> (**Test Participant**).

Background

- A. A significant proportion of Australia's land mass is identified as being rural and remote where traditional terrestrial and mobile broadband coverage is limited in its availability.
- B. To service users operating in these locations, technologies such as satellite can be used to provide connectivity. **nbn** product offerings to date have supported installation of satellite services to fixed locations only.
- C. **nbn** is seeking to trial the use of a proposed BSS Mobility service that can be used with a transportable terminal to enable deployment of a satellite service anywhere within the Business Satellite Service beam footprint.
- D. This document constitutes a Test Description for the purposes of the Standard Test Terms.
- E. The purpose of the Test is to enable **nbn** and Test Participant to trial:
 - the capability of **nbn** and Test Participant to deliver the Test Product;
 - the performance and functionality of the Test Product; and
 - the capability of **nbn** and Test Participant to order, provision, support, and operate the Test Product.

1. Interpretation and definitions

1.1 Interpretation

For the purposes of this Test Description:

- (a) any capitalised term used but not defined in this Test Description has the meaning given to that term in the Standard Test Terms unless expressly specified otherwise; and
- (b) 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 following order of precedence, in the standard form of access agreement version of:
 - (i) the BSS ILA; and
 - (ii) the WBA.

published on the **nbn**'s Website from time to time.

1.2 Definitions

In this Test Description:

Agreement means this Test Description and the Standard Test Terms.

BSS ILA means the most recent agreement entitled “**nbn**[™] Business Satellite Services Interim Launch Agreement” that may have been entered into between the parties (as amended from time to time) including any replacement version of that agreement that may be entered into between the parties.

Downstream Network Boundary means, in respect of a Test Product, the location specified as the “Downstream Network Boundary” in clause 1.2 of Appendix A.

Eligible End User means an End User, notified by **nbn** to the Test Participant, as being eligible to receive a Downstream Product.

Mobility Terminal means a network termination device supplied by **nbn** and considered **nbn**[™] Equipment, comprising:

- (a) an indoor unit comprising a modem and antenna controller; and
- (b) an outdoor unit comprising a self-pointing antenna and transceiver.

Mobility VISP Test Product means the product provided on a test basis as described in clause 2 of Appendix A and as may be further described in any applicable Test Plan.

Mobility VPN Test Product means the product provided on a test basis as described in clause 3 of Appendix A and as may be further described in any applicable Test Plan.

nbn[™] **Network Boundaries** means, in respect of a Test Product:

- (a) the Downstream Network Boundary; and
- (b) the Upstream Network Boundary.

Standard Test Terms means the terms of the most recent agreement entitled “Test Agreement – Standard Test Terms” entered between **nbn** and Test Participant, as at the commencement of the Test Term.

Test B-NNI means the product component of the Mobility VPN Test Product as described in clause 3.2 of Appendix A.

Test BVC means the product component of the Mobility VPN Test Product as described in clause 3.4 of Appendix A.

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

- (a) their single central contact point regarding the Test; and
- (b) any additional people appointed as contact points in relation to specific matters regarding the Test (such as operational or technical issues).

Test End User means an Eligible End User which is being supplied with a Downstream Product which uses a Test Product supplied under this Agreement as an input.

Test IAC means the product component of the Mobility VISP Test Product as described in clause 2.3 of Appendix A.

Test Product means the Mobility VISP Test Product or Mobility VPN Test Product, as relevant.

Test Product Component means, as the context requires, the Test UNI, Test B-NNI, Test BVC, Test IAC.

Test Product Feature means a product feature of a Test Product or a Test Product Component.

Terminal Profile means the Test Product Feature described in clause 1.3 of Appendix A.

Test Term means the term of the Test as determined in accordance with clause 9.1.

Test UNI means the product component of the Mobility VISIP Test Product or Mobility VPN Test Product (as the context requires) described in clauses 2.2 and 3.3 of Appendix A respectively.

Upstream Network Boundary means, in respect of a Test Product, the location specified as the "Upstream Network Boundary" in clause 1.2 of Appendix A.

2. Pre-conditions

2.1 Preconditions for participation

To participate in this Test, Test Participant must by the date notified by **nbn**:

- (a) have completed the relevant on-boarding and certification activities required by **nbn** for this Test;
- (b) have responded to the EOI request and been selected by **nbn** to participate in this Test;
- (c) be a party to a WBA and, at all such times, be fully compliant with the terms of that WBA; and
- (d) be a party to the BSS ILA and, at all such times, be fully compliant with the terms of that BSS ILA.

2.2 Failure to comply

If Test Participant ceases to comply with the conditions in clause 2.1 at any time, **nbn** may immediately do any one or more of the following things:

- (a) exclude Test Participant from the Test;
- (b) cease supplying the Test Product to the Test Participant; and
- (c) terminate this Agreement.

3. Documentation

- (a) **nbn** may, without limiting clause 9, immediately amend or replace this Test Description or any Test Plan, by giving notice to Test Participant.
- (b) If **nbn** provides notice under clause 3(a), the parties will use reasonable endeavours to work with each other for the purpose of avoiding any inconvenience to either party or Test End User(s).

4. Test Product

- (a) In respect of each Eligible End User, Test Participant may request supply of either the Mobility VISIP Test Product or Mobility VPN Test Product, subject to confirmation and acceptance by **nbn**.
- (b) **nbn** may, as part of the supply of any Test Product to Test Participant:
 - (i) provide training to the relevant Test End User on any required Mobility Terminal setup and operation;
 - (ii) use reasonable endeavours to assure the performance of the Test Product in accordance with the specification outlined in Appendix A;
 - (iii) specify the date and period (which will not be more than 3 months) over which each Test Product would be supplied to Test Participant; and

- (iv) cease supply of Test Products following the period specified per clause 4(b)(iii) and request the return of any **nbn**TM Equipment from a Test User (as described in the Test Plan) following the disconnection of any such Test Product.
- (c) Where **nbn** considers it to be desirable for the supply of any Test Product, **nbn** will supply the Facilities Access Service to Test Participant on the same terms as it is supplied under the BSS-ILA.
- (d) Test Participant acknowledges and agrees that:
 - (i) to the extent **nbn** liaises with any Test End Users in providing any installation, activation or assurance services to Test Participant, **nbn** will be doing so on behalf of the Test Participant;
 - (ii) the **nbn**TM BSS ILA Fair Use Policy applies in connection with Test Participant's use of Test Products, as well as any use of **nbn**TM Infrastructure in connection with the supply of Test Products;
 - (iii) without limiting **nbn**'s obligations under this Agreement, Test Participant is responsible for (and assumes all liabilities and obligations in respect of) all activities required for the supply of and Downstream Products beyond the **nbn**TM Network Boundaries, including all services, systems, equipment or facilities associated with the supply of Downstream Products; and
 - (iv) the supply of each Test Product is subject to the availability of any relevant inputs in connection with that Test Product, including:
 - (A) in respect of a Test Product, the capacity on the BSS Network;
 - (B) the availability of any Test Product Components and any Test Product Features, as determined by **nbn** from time to time (including as per any timeframes communicated by **nbn**); and
 - (C) any equipment, systems and infrastructure.

5. Test End Users

- (a) At the conclusion of the Test, or as soon as reasonably practicable after the supply of a Test Product has been terminated in accordance with this Agreement, Test Participant must, and must ensure that the relevant Test End Users, return to **nbn** any **nbn**TM Equipment, specified by **nbn**, in accordance with any applicable processes specified by **nbn**.
- (b) Test Participant must, and must ensure that each Test End User, keep any **nbn**TM Equipment provided by **nbn** in connection with the Test:
 - (i) fully operational and functional; and
 - (ii) in a condition similar to when it was received by Test Participant or that Test End User (as the case may be), ordinary wear and tear excepted.
- (c) Test Participant must ensure that each Test End User comply with any installation, technical and operational standards (including in respect of any hazard management activities), as notified by **nbn** from time to time.
- (d) From time to time, **nbn** may amend the scope of Eligible End Users by notice to Test Participant including the addition or removal of Eligible End Users.

6. Service Levels

- (a) No service levels, performance objectives, rebate or compensation of any kind, however described, is available or applicable in connection with this Test or the supply of any Test Product.

- (b) Test Participant acknowledges and agrees that the Test Product may not provide features, functionality, performance, capacity or reliability that are equivalent to a standard Carriage Service (including an internet access or broadband access service).
- (c) Test Participant acknowledges and agrees that Priority Assistance will not be supported on a Test Product, or any Downstream Product for which that Test Product is an input.
- (d) Test Participant must not use, and warrants to **nbn** that it will not use, any Test Product to supply a:
 - (i) Downstream CSG Service (including standard telephone services that are subject to retail service providers service guarantees for the purposes of the TCPSS Act); or
 - (ii) Downstream Priority Assistance Service.

7. Test Participant's Obligations

7.1 General Obligations

- (a) Test Participant must support and assist **nbn** with the conduct of this Test, including by doing any of the following where required by **nbn**:
 - (i) undertaking Test related activities (including manual processes), including obtaining all required consents from Test End Users that may be required for the Test, in timeframes determined by **nbn** (acting reasonably) and notified to Test Participant;
 - (ii) working collaboratively with **nbn** to refine this Test;
 - (iii) notifying **nbn** of any matter which Test Participant considers to be a material error, defect or deficiency in the products, processes or procedures the subject of this Test, as soon as reasonably practicable after becoming aware of that material error, defect or deficiency;
 - (iv) without limiting clause 7.1(a)(iii), providing feedback, for the purposes of improving the products, processes or procedures the subject of this Test;
 - (v) use reasonable endeavours to assist **nbn** to obtain information regarding the performance of a Test Product, any infrastructure that is used to supply the Test Product, and **nbn**'s relevant processes and procedures; and
 - (vi) performing any other activities as required by a Test Plan.

7.2 Test Contact

- (a) Whenever requested by **nbn**, Test Participant must make its Test Contacts available to meet with **nbn**'s Test Contacts (either in person or by videoconference) to discuss any matters relating to this Test.
- (b) **nbn** and Test Participant will provide telephone and email contact details of their Test Contacts to each other prior to the start of this Test and maintain and provide updates to these contact details for the duration of the Test Term.

7.3 Test Results and publicity

- (a) Test Participant acknowledges and agrees that **nbn** may:
 - (i) notify Eligible End Users that Test Participant may supply Downstream Products to these Eligible End Users;
 - (ii) provide Test Participant's contact details to Eligible End Users; and
 - (iii) survey Test End Users in relation to their experience and use of the Test Product.

- (b) Test Participant consents to, and must obtain the written consent of each Test End User to, **nbn** sharing with Government Agencies and making public details of:
 - (i) the Test and any resulting Test Information; and
 - (ii) the role of **nbn**, Test Participant and Test End Users in relation to the Test, except where Test Participant provides **nbn** a notice in writing to the contrary

8. Financials

8.1 Charges

- (a) Subject to clause 8.1(b), no charges will apply in relation to the supply of any Test Product.
- (b) If Test Participant acquires one or more Service Elements of the Facilities Access Service in connection with, but not for use exclusively with the Test Products (e.g. the **nbn**TM Building Entry Service), then Test Participant must pay to **nbn** any applicable charges for those Service Elements in accordance with the Facilities Access Service Price List and the WBA.

9. Term, termination and withdrawal

9.1 Term and termination

- (a) The supply of each Test Product under this Agreement:
 - (i) will start on the date specified in the applicable Test Plan or as otherwise agreed between **nbn** and Test Participant; and
 - (ii) will end on the earlier of:
 - (A) the date notified by **nbn**
 - (B) the date notified in a Cancellation Notice in respect of a Test relating to that Test Product issued in accordance with clause 4 of the Standard Test Terms; and
 - (C) the expiry or termination of this Agreement.
- (b) This Agreement will expire on 14 December 2021 unless:
 - (i) terminated earlier in accordance with this Agreement; or
 - (ii) extended by **nbn** by giving notice in writing to Test Participant prior to expiry, in which case this Agreement will expire on that extended date.
- (c) Upon the end of a Test relating to a Test Product in accordance with this Agreement, if Test Participant is or becomes a party to another supply agreement under which **nbn** offers to supply a commercial product or products stated to be a replacement or successor to any affected Test Products, **nbn** may, on request by Test Participant, transition the supply of those Test Products to the terms of that other relevant supply agreement, on and from the date notified by **nbn** (and in accordance with any standard processes that may be notified by **nbn** in respect of any such transition).
- (d) **nbn** at its sole discretion at any time from a date that is 3 months from the commencement of the Test, may determine that testing has been sufficiently completed, and with 1 month's notice to Test Participant, may disconnect any Test Product(s) and remove any related equipment.

9.2 Cancellation by nbn

- (a) Without limiting **nbn**'s rights under the Standard Test Terms, if Test Participant breaches any provision of this Agreement during the Test Term (including failing to comply with any condition in clause 2), **nbn** may immediately:
 - (i) cancel Test Participant's participation in any Test or any part of any Test under this Test Description;
 - (ii) cease supplying one or more of the Test Products to Test Participant;
 - (iii) terminate this Test Description; and
 - (iv) terminate this Agreement.
- (b) **nbn** may terminate any Test, or this Agreement, if **nbn** determines that Test Participant or any Test End User has damaged any **nbn**TM Equipment.

9.3 Cancellations by Test Participant

- (a) Subject to clauses 9.3(b) and 9.3(c), Test Participant may cancel the supply of a Test Product in respect of any Eligible End User by giving **nbn** at least 20 Business Days' written notice.
- (b) If Test Participant cancels the supply of a Test Product under clause 9.3(a), Test Participant will inform **nbn** of the reason for the cancellation.
- (c) If Test Participant considers that the supply of a Test Product is resulting in an adverse impact on Test Participant's network or services:
 - (i) Test Participant will immediately notify **nbn**;
 - (ii) **nbn** will take reasonable steps to investigate and attempt to resolve the issue; and
 - (iii) Test Participant will provide **nbn** with all reasonably requested assistance in its investigation and resolution activities.

9.4 Obligations regarding termination of supply

If either party cancels or terminates the supply of a Test Product, this Test Description or this Agreement, the parties will use their reasonable endeavours to work with each other for the purpose of avoiding any inconvenience.

10. Test Participant Acknowledgements

Test Participant warrants and agrees that:

- (a) Test Participant has made and has relied on its own investigations, enquiries, knowledge and expertise in respect of this Agreement, the Test and each Test Product and its own evaluation of any material provided by **nbn** to Test Participant or its Personnel;
- (b) as part of its investigations and enquiries in respect of the Test, each Test Product and the Agreement, Test Participant or its representatives have had access to all documents and information they have requested from **nbn** or its Personnel;
- (c) Test Participant has knowledge and experience in relation to the provision of services similar to the Downstream Products and has had the benefit of independent legal, financial and technical advice relating to its proposed participation in the Test and its entry into this Agreement;
- (d) **nbn** has not made, and no Personnel of **nbn** have made, any warranty as to the performance of the Test or any Test Product before the date of this Agreement; and

- (e) Test Participant is not entering into this Agreement 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 Agreement.

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 < **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

Appendix A Test Product

1. Test Product

1.1 Description

- (a) Each of the following is a **Test Product**:
- (i) Mobility VISP Test Product; and
 - (ii) Mobility VPN Test Product.
- (b) The supply of each Test Product is subject to each limitation, qualification and exclusion of scope, feature, functionality and performance that applies to the **nbn**[™] BSS Product described in the BSS ILA.
- (c) In addition to clause 1.1(b), performance and coverage of the Test Product may vary (or may not operate at all) depending on a number of factors, including:
- (i) the location in which the Mobility Terminal is located, including if it is located at the edge of Beams;
 - (ii) where the Mobility Terminal is blocked from a clear line of sight to the satellite;
 - (iii) where the Mobility Terminal is not fully operational through incorrect or incomplete assembly or operation of that Mobility Terminal; or
 - (iv) in respect of a Comms on the Pause (COTP) Terminal Profile, the Mobility Terminal has been stowed during transport.

1.2 Network Boundaries

- (a) The Downstream Network Boundary and Upstream Network Boundaries of each Test Product are as described in the following table:

Test Product	Downstream Network Boundary	Upstream Network Boundary
Mobility VISP Test Product	Test UNI	Internet Point of Presence
Mobility VPN Test Product	Test UNI	Test B-NNI

1.3 Terminal Profile

- (a) Terminal Profile is a Test Product Feature of the Test UNI that determines the configuration of the Mobility Terminal.
- (b) For each Test Product, this Test Product Feature may comprise one of the following Terminal Profile options, subject to availability as determined by **nbn**:
- (i) Comms on the Pause (COTP) FlyAway; or
 - (ii) Comms on the Pause (COTP) DriveAway.

2. Mobility VISP Test Product

- (a) The Mobility VISP Test Product:

- (i) is a Layer 3 service that carries traffic between a Test UNI located on a Mobility Terminal and the applicable Upstream Network Boundary;
- (ii) is supplied by means of the BSS Network;
- (iii) enables Test Participant to supply a Carriage Service or Content Service to a Mobility Terminal; and
- (iv) comprises of following orderable Test Product Components and Test Product Features:
 - (A) Test UNI, which is a Test Product Component described in clause 2.2;
 - (B) Test IAC, which is a Test Product Component described in clause 2.3; and
 - (C) Terminal Profile, which is a Test Product Feature described in clause 1.3.

2.2 Test UNI

- (a) The **Test User Network Interface** or **Test UNI** is the physical port on the Mobility Terminal to which **nbn** supplies the Mobility VISP Test Product.
- (b) Test Participant must:
 - (i) order one Test UNI for each Mobility Terminal to which the Test Product will be supplied; and
 - (ii) specify one Terminal Profile for each Test UNI.

2.3 Test IAC

- (a) The **Test Internet Access Connection** or **Test IAC** is an Ethernet-based Layer 3 virtual connection on the BSS Network that carries Test Participant traffic to and from a Test UNI located on a Mobility Terminal.
- (b) The available Test IAC bandwidth profile is:

CIR/PIR	Forward (Mbps)	Return (Mbps)
PIR	30	5

- (c) The Test IAC data usage allowances available for each Mobility VISP Test Product, for each applicable period (as determined by **nbn**), are 100 GB as an initial data usage allowance, but may be increased per applicable period in accordance with the following table:

Maximum contracted IAC data usage allowance (GB)	Additional data usage allowance increments (GB)
No maximum	100

Note: Data usage by each Test IAC includes both download and upload usage.

- (d) It is a condition of supply of a Test IAC that Test Participant also acquire a Test UNI in conjunction with that Test IAC for each Mobility Terminal to which the Mobility VISP Test Product will be supplied.

3. Mobility VPN Test Product

3.1 Description

- (a) The Mobility VPN Test Product:
 - (i) is a Layer 3 service that carries traffic between a Test UNI located on a Mobility Terminal and the applicable Upstream Network Boundary;

- (ii) is supplied by means of the BSS Network;
- (iii) enables Test Participant to supply a Carriage Service or Content Service to a Mobility Terminal; and
- (iv) comprises of following orderable Test Product Components and Test Product Features:
 - (A) Test B-NNI, which is a Test Product Component described in clause 3.2;
 - (B) Test UNI, which is a Test Product Component described in clause 3.3;
 - (C) Test BVC, which is a Test Product Component described in clause 3.4; and
 - (D) Terminal Profile, which is a Test Product Feature described in clause 1.3.

3.2 Test B-NNI

- (a) A **Test BSS-Network-Network Interface** or **Test B-NNI** is the interface at a BSS POI where Test Participant traffic is handed over to the BSS Network.
- (b) The Test B-NNI is the point of physical handover for all Test BVCs associated with that Test B-NNI.
- (c) A Test B-NNI may only be made available at a BSS POI.
- (d) The physical interface options for the Test B-NNI are:

B-NNI physical interface options	
	1 Gbps
	10 Gbps

- (e) Test Participant must order a new, or nominate an existing, B-NNI to act as the Test B-NNI for all Mobility VPN Test Products supplied by **nbn** under this Agreement

3.3 Test UNI

- (a) The **Test User Network Interface** or **Test UNI** is the physical port on the Mobility Terminal to which **nbn** supplies the Mobility VPN Test Product.
- (b) Test Participant must:
 - (i) order one Test UNI for each Mobility Terminal to which the Test Product will be supplied; and
 - (ii) specify one Terminal Profile for each Test UNI.

3.4 Test BVC

- (a) The **Test Broadband Virtual Connection** or **Test BVC** is an Ethernet-based Layer 3 virtual connection on the BSS Network that carries Test Participant traffic to and from a Test UNI located on a Mobility Terminal.
- (b) The available Test BVC bandwidth profile is:

CIR/PIR	Forward (Mbps)	Return (Mbps)
PIR	30	5

(c) The Test BVC data usage allowances available for each Mobility VPN Test Product, for each applicable period (as determined by **nbn**), are 100GB as an initial data usage allowance, but may be increased per applicable period in accordance with the following table:

Maximum contracted BVC data usage allowance (GB)	Additional data usage allowance increments (GB)
No maximum	100

Note: Data usage by each Test BVC includes both download and upload usage.

(d) It is a condition of supply of a Test BVC that Test Participant also acquire a Test UNI in conjunction with that Test BVC for that Mobility Terminal to which the Mobility VPN Test Product will be supplied.