

Test Description: nbn Enterprise Ethernet Service Delivery

Version: 1.0 | Date of issue: 15 February 2022

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. 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**'s website or issues this Test Description to RSP.
- D. To be eligible to participate in the Test, RSP must satisfy the following conditions:
 - be party to the latest version of the Wholesale Broadband Agreement; and
 - be in good financial standing under that agreement.
- 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	Project Pilot - EE Delivery Changes Pilot
2.	Description of the Test	<p>To understand and test a refined process to:</p> <ul style="list-style-type: none"> • manage the change of the following Business - Network Termination Device (B-NTD) service attributes: <ul style="list-style-type: none"> (1) B-NTD Mounting; and (2) Power Supply 1, <p>(the Relevant Test Service Attributes)</p> <p>The intention is that the Test will empower nbn to make changes to the B-NTD mounting option and the type of power supply, with consent from either the RSP or the RSP Agent (as that term is defined in Item 15 below) during installation at the relevant Premises; and</p> • accelerate the operational process by including the attribute "Trading name" (where applicable) as a mandatory field during Enterprise Ethernet Connect Order submission.
3.	Description of the Test Product	RSP acknowledges that the 'Test Product' for the purposes of this test is an alternative operational process for nbn 's installation of a B-NTD, whereby nbn is provided with the flexibility to change the Relevant Test Attributes at the point of installation, with a view to streamlining and potentially reducing the Order to Completion process.
4.	Test Period	15 February 2022 to 23 May 2022.

#	Item	Details
5.	Location for the Test (if applicable)	Not applicable.
6.	Test Plan (if applicable)	Not applicable.
7.	Operational procedures (if applicable)	To be notified by nbn to RSP from time to time before or during the Test Period in accordance with clauses 3(f) and 3(g) of the Standard Test Terms.
8.	Other instructions, policies and procedures (if applicable)	To be notified by nbn to RSP from time to time
9.	Supply of Downstream Products to End Users	RSP can supply Downstream Products in connection with the Test.
10.	Supply through third parties (including downstream service providers)	For the purpose of clause 7(c) of the Standard Test Terms, RSP is permitted to fulfil its obligations in relation to this Test through any downstream service providers and/or third parties.
11.	nbn TM Downstream Network Boundary	The downstream network boundary for the Test Product is the UNI used to serve a Premises.
12.	nbn TM Upstream Network Boundary	The upstream network boundary for the Test Product is the NNI.
13.	Permitted Purposes for Test Information	There are no additional purposes other than those already specified in the Standard Test terms.
14.	Survival of specific provisions of this Test Description	None.

#	Item	Details
15.	Other special conditions for this Test (if applicable)	<p>RSP may nominate a site manager at a Premises at which nbn will be supplying a B-NTD, and notify nbn of the name and job title of such site manager (RSP Agent).</p> <p>RSP acknowledges and agrees that nbn may treat the RSP Agent as agent of RSP for the purposes of authorising any change to the Relevant Test Service Attributes during a site visit to install a B-NTD.</p> <p>RSP acknowledges and agrees that the indemnity in clause 14.5(a)(i) of the Standard Test Terms will apply to any instructions received from the RSP or the RSP Agent in accordance with this Test, including with respect to the B-NTD being installed other than in accordance with the relevant Order.</p> <p>For the purpose of this Test, with respect to section 7.1.1 of the nbnTM Enterprise Ethernet Product Technical Specification, RSP acknowledges and agrees that nbn may change the Relevant Service Test Attributes at the point of installation.</p> <p>For the purpose of this Test, with respect to section 4.3.1 of the nbnTM Enterprise Ethernet Operations Manual, RSP acknowledges and agrees that where:</p> <ul style="list-style-type: none"> • an order is placed using nbnTM Enterprise Ethernet Portal or B2B Access; • that order is In Progress; and • nbn has previously advised your organisation of a Committed Delivery Date that is 15 Business Days or less from the date the Order Accepted Notification was issued, <p>nbn will on the date which is 3 Business Days after the date the Order Accepted Notification was issued:</p> <ul style="list-style-type: none"> • (if nbn considers that Delivery is likely to occur on a date other than the Committed Delivery Date) advise your organisation of a Revised Delivery Date; or • (if nbn considers that Delivery is likely to occur on the Committed Delivery Date) advise your organisation that nbn considers it likely that Delivery will occur on the Committed Delivery Date.

#	Item	Details
16.	RSP acknowledgements	<p>Without limiting Item 15, 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 or their 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; • 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; and • RSP has knowledge and experience in relation to the provision of services similar to the Downstream Products.
17.	Definitions	<ul style="list-style-type: none"> • Relevant Test Service Attributes has the meaning given to that term in Item 2. • RSP Agent has the meaning given to that term in Item 15.

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.