



Test Description: Co-Location Augmentation with Replacement Trial

Version: 1.00 | Date of issue: 15 August 2023

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** 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;
 - RSP has an existing Co-location Equipment Rack with 2 RUs of fibre termination/patch panel trays installed with a total of either 48 or 72 fibre-ties of which at least 75% are utilised at any point in the Opt-in Period;
 - both RUs of fibre termination/patch panel trays are currently live;
 - RSP has available space within the RSP Section for the additional fibre termination/patch panel tray to be temporarily installed until migration is complete;
 - RSP agrees to this Test Description within 9 months of the start of the Test Period (the **Opt-in Period**); and
 - RSP agrees to pay the Charges set out in item 4 in the table below, depending on the Test Product chosen.
- 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	Facilities Access Services Co-location Augmentation with Replacement Trial
2.	Description of the Test	<p>1. A Co-location Equipment Rack supports a maximum of 2 RUs for fibre termination trays/patch panels. Depending on the configuration, this could result in a maximum of 48 or 72 fibre-ties within the Equipment Rack. Typically, the only option currently available for growth after this is to order a new Equipment Rack (if available) as limited physical space does not allow support for 3 RUs per Equipment Rack. However, some RSPs would prefer to keep growing within their existing Co-location Equipment Rack.</p> <p>2. This Test aims to test the migration process to support expansion of the fibre tie count in an existing Co-location Equipment Rack, after the allocated 2 RUs for fibre-ties have been consumed. The process will involve a coordinated migration of services from one of the existing</p>



#	Item	Details
		<p>patch panels over to the new replacement panel which will then replace that existing patch panel and be repositioned into its allocated space. During the migration the new replacement panel will be temporarily located in the RSP Section before being moved to one of the allocated 2 RUs at the end of the migration.</p> <p>3. Following delivery of the replacement fibre termination tray/patch panel, RSP may utilise the available fibre ties in accordance with the fibre strand attributes set out in the Service Technical Specification for the Facilities Access Service, but must leave available sufficient fibre ties to allow for the activities described in paragraphs 4 and 5 below to be completed.</p> <p>4. nbn will migrate the live services from the original fibre termination tray/patch panel over to the replacement fibre termination tray/patch panel, at a time agreed between nbn and RSP but which must be within 4 months of completing the activities described in paragraph 3 above.</p> <p>5. Once all services have been successfully migrated, nbn will decommission and remove the original fibre termination tray/patch panel and replace it with the new fibre termination tray/patch panel which will remain for use by RSP after this Test ends.</p>
3.	Description of the Test Product	<p>The Test Product is based on the Facilities Access Service with the Co-location Service Element, except that the Test Product will allow the augmentation options described in this item 3. For clarity, these augmentation options are distinct from any augmentation option specified in sections 4.3.6.1 or 4.3.6.4 of the Facilities Access Service – Service Technical Specification of the WBA.</p> <p>RSP may, for any one Equipment Rack RSP has ordered, request nbn to replace a fibre termination tray/patch panel that RSP has already commenced using (subject to the Eligibility Criteria) with one of the following options:</p> <ol style="list-style-type: none"> 1. one replacement fibre termination tray/patch panel of 72 terminated fibres within 2nd RU of allocated rack unit; or 2. one replacement fibre termination tray/patch panel with 144 terminated fibres within the 2nd RU of the allocated rack unit. <p>Note: RSP is limited to two instances of augmentation in the manner available for this Test Product, see special condition 3 of item 16.</p>



#	Item	Details						
4.	Charges	<p>RSP must pay the following Charges for the augmentation available for the Test Product in accordance with this item 4:</p> <table border="1"> <thead> <tr> <th>Test Product augmentation option</th> <th>Charge</th> </tr> </thead> <tbody> <tr> <td>Supply installation and migration of one replacement fibre termination tray/patch panel of 72 terminated fibres.</td> <td>\$7,267.00</td> </tr> <tr> <td>Supply, installation and migration of one replacement fibre termination tray/patch panel with 144 terminated fibres .</td> <td>\$12,947.00</td> </tr> </tbody> </table>	Test Product augmentation option	Charge	Supply installation and migration of one replacement fibre termination tray/patch panel of 72 terminated fibres.	\$7,267.00	Supply, installation and migration of one replacement fibre termination tray/patch panel with 144 terminated fibres .	\$12,947.00
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Supply installation and migration of one replacement fibre termination tray/patch panel of 72 terminated fibres.	\$7,267.00							
Supply, installation and migration of one replacement fibre termination tray/patch panel with 144 terminated fibres .	\$12,947.00							
5.	Test Period	<p>Subject to clauses 5 and 6 of the Standard Test Terms:</p> <ol style="list-style-type: none"> the Test Period will begin on 15 August 2023; and the Test Period will expire on 15 August 2024. 						
6.	Location for the Test (if applicable)	<p>Equipment Rack at relevant Aggregation Node Site(s) as agreed between nbn and RSP (maximum of two Aggregation Node Sites).</p>						
7.	Test Plan (if applicable)	<p>To be notified by nbn to RSP from time to time before or during the Test Period.</p>						
8.	Operational procedures (if applicable)	<p>To be notified by nbn to RSP from time to time before or during the Test Period.</p>						
9.	Other instructions, policies and procedures (if applicable)	<p>To the extent that they do not conflict with the terms of this Test Agreement, the Service Technical Specification and the Service Description of the Facilities Access Service Module in the WBA will apply.</p>						



#	Item	Details
10.	Supply of Downstream Products to End Users	Not applicable.
11.	Supply through third parties (including downstream service providers)	Not applicable.
12.	nbn ® Downstream Network Boundary	Not applicable.
13.	nbn ® Upstream Network Boundary	Not applicable.
14.	Permitted Purposes for Test Information	No other Permitted Purposes for the Test in addition to those set out in the Standard Test Terms.
15.	Survival of specific provisions of this Test Description	Paragraphs 4 and 5 of Item 2 of the Test Description.
16.	Other special conditions for this Test (if applicable)	<ol style="list-style-type: none"> 1. RSP must order at least one instance of the augmentation options available for the Test Product within one month of the commencement of the Test. 2. RSP and nbn must make best endeavours to agree upon the time for migration(s) to take place within the Test Period. 3. During the Test, RSP must not order, and nbn may decline orders for, more than one instance of the augmentation options available for the Test Product in respect of each Aggregation Node Site used for the Test (limited to two instances, in the aggregate).



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		<p>4. RSP must provide feedback for process improvement to nbn in a timely manner.</p> <p>5. nbn will invoice RSP at the conclusion of the Test (ie delivery of each ordered Test Product) for amounts payable by RSP under this Test Description and RSP must pay the invoiced amounts. In addition, the parties must comply with the following clauses of Module B of the WBA Head Terms:</p> <ul style="list-style-type: none"> • B1.5 ; • B2.4 and B 2.5; and • B3 to B5, <p>With all necessary modifications, including (without limitation) as though all references to "Agreement" and "Charges" in those clauses are respectively, references to this Test Agreement and Charges payable under this Test Description.</p>
17.	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, 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; • Charges for the Test Product apply separately from, and are different to, the other charges associated with the supply of Facilities Access Service; and • Charges for the Test Product apply only for the Test Product as described in this Test Description, and are not charges that are to apply on introduction of any commercial service if that is ultimately developed.



#	Item	Details
18.	Definitions	<p>Charges means the charges set out in item 4.</p> <p>Opt-in Period has the meaning given to that term in paragraph D of the recitals to this Test Description.</p> <p>RSP Section means that space allocated within the Equipment Rack for RSP use in accordance with the Facilities Access Service Module of the WBA.</p>

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