



Test Description: Fixed Wireless High Speed Tiers Trial

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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 (**Eligibility Criteria**):
- be party to the latest version of the Wholesale Broadband Agreement and be in good financial standing under that agreement; and
 - have been selected to participate in the Test through the related Expression of Interest or other selection process (if applicable).
- 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	Fixed Wireless High Speed Tiers Trial
2.	Description of the Test	<p>a. To test system and operational processes, as described in the Test Plan, which will include testing of the following:</p> <ol style="list-style-type: none"> i. placement of Test Orders by RSP in respect of Test Premises; ii. activities performed by nbn in connection with those Test Orders (from order acknowledgement to any required installations to activation of the Test Products); iii. activation of Downstream Products at Test Premises by RSP; iv. fault reporting and service assurance of Test Products; v. Service Qualification activities; and vi. Maximum attainable speed reporting consumption. <p>b. RSP must provide any supporting infrastructure and utilities required in respect of the Test Products, including at Test Premises, as reasonably specified by nbn from time to time, including in the Test Plan.</p> <p>c. If, as part of the Test, the Service Class of a Test Premises is changed to a Service Class related to nbn[®] Ethernet (Wireless):</p> <ol style="list-style-type: none"> i. the provisions of section 4.8 of the WBA Operations Manual will apply to any Ordered Products supplied over the Satellite Network to that Test Premises; and



#	Item	Details
		ii. nbn ® Ethernet (Satellite) will constitute the Original Access Technology for the purpose of that section of the WBA Operations Manual.
3.	Description of the Test Product	<p>a. 2 Test Products will be available:</p> <ul style="list-style-type: none"> i. Test Fixed Wireless Home Fast: nbn® Ethernet (Wireless) with PIR of 200-250 Mbps downstream and 8-20 Mbps upstream as well as 50% overprovisioning boost; and ii. Test Fixed Wireless Superfast: nbn® Ethernet (Wireless) with PIR of 400 Mbps downstream and 10-40 Mbps upstream as well as 50% overprovisioning boost. <p>b. No charges will apply to the installation or use of Test Products.</p>
4.	Test Period	<p>Start: 13 May 2024</p> <p>End: 26 June 2024</p>
5.	Location for the Test (if applicable)	<p>Test Premises, which will be Premises within the released Fixed Wireless upgrade areas. The Fixed Wireless upgrade areas are as notified by nbn to RSP. The applicable POIs are listed at Annexure A.</p> <p>In addition to the completed upgrade areas, nbn has further sites where the Fixed Wireless network upgrades are complete and where testing could be undertaken. If RSP wishes to request Premises outside of the areas listed in Annexure A, nbn will endeavour to investigate their inclusion in the Test scope.</p>
6.	Test Plan (if applicable)	To be provided by nbn to RSP.
7.	Operational procedures (if applicable)	To be notified by nbn to RSP from time to time before or during the Test Period.
8.	Other instructions, policies and procedures (if applicable)	To be notified by nbn to RSP from time to time before or during the Test Period.



#	Item	Details
9.	Supply of Downstream Products to End Users	Test End Users to whom RSP will be supplying Downstream Products that use Test Products as an input, to the extent required for 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 the following downstream service providers/third parties: parties as notified by RSP to nbn before entering into this Test Agreement.
11.	nbn [®] Downstream Network Boundary	As per the WBA in respect of nbn [®] Ethernet (Wireless).
12.	nbn [®] Upstream Network Boundary	As described in paragraph (b) of the definition of “ nbn [®] Network Boundaries” in the WBA.
13.	Permitted Purposes for Test Information	The Permitted Purposes for the Test, in addition to those set out in the Standard Test Terms, are: <ul style="list-style-type: none"> • nbn using and releasing results of this Test on an anonymised basis to any interested parties.
14.	Survival of specific provisions of this Test Description	Item 15.c will survive expiry or termination of this Test Agreement.
15.	Other special conditions for this Test (if applicable)	a. nbn may contact Test End Users (including by using relevant Contracted End User Details) following completion of Test Orders for the purpose of conducting interviews about the connection experience of Test End Users, provided that RSP has authorised nbn to do so. b. If RSP acquires Product Components or Service Elements of any product or service supplied under the WBA in connection with but not for use exclusively with the Test Products (such as Service Elements of the Facilities Access Service), then RSP must pay to nbn any applicable



#	Item	Details
		<p>charges for those Product Components or Service Elements in accordance with the WBA.</p> <p>c. Upon the expiry or termination of this Test Description:</p> <ul style="list-style-type: none"> i. nbn will transition the supply of any Test Products that are Test Fixed Wireless Home Fast onto the terms of the WBA applicable to Fixed Wireless Home Fast; and ii. nbn will transition the supply of any Test Products that are Test Fixed Wireless Superfast onto the terms of the WBA applicable to Fixed Wireless Superfast, on and from the date of expiry or termination. <p>d. As part of the Test:</p> <ul style="list-style-type: none"> i. RSP must place a minimum of 10 Test Orders; and ii. RSP may place a maximum of 20 Test Orders, unless otherwise notified by nbn to RSP. <p>e. Due to the limited number of Test Orders:</p> <ul style="list-style-type: none"> i. RSP must cease submitting Test Orders if directed to do so by nbn; and ii. nbn may cancel any order submitted by RSP after it has provided such a direction to RSP. <p>f. As an indicative guide only, nbn expects that the maximum aggregate number of Test Orders, to be shared by all participating RSPs, will be:</p> <ul style="list-style-type: none"> i. 60 for Test Fixed Wireless Home Fast; and ii. 60 for Test Fixed Wireless Superfast.
16.	RSP acknowledgements	<p>RSP warrants and agrees that:</p> <ul style="list-style-type: none"> a. 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; b. 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; c. 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; d. 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; e. 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; f. RSP has knowledge and experience in relation to the provision of services similar to the Downstream Products; and



#	Item	Details
		g. RSP has knowledge and experience in relation to placing Test Orders using the nbn ® Service Portal as a minimum (B2B Access usage is optional).
17.	Definitions	<p>Test End User means the End User to whom a Test Product will be supplied.</p> <p>Test Fixed Wireless Home Fast means the Test Product of that name described in item 3.</p> <p>Test Fixed Wireless Superfast means the Test Product of that name described in item 3.</p> <p>Test Order means an order for the provision of a Test Product to a Test Premises submitted by RSP using the nbn® Service Portal or B2B Access.</p> <p>Test Premises means a Premises identified by nbn as eligible for the Test and selected in accordance with item 5.</p>

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Environment

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



Annexure A – Applicable POIs

2DBB
2NWR
2TAM
3CBN
4NBR
4TNS
5PTA
7LAU