

Test Description: Satellite Mobility (LCPA) 10G M-NNI 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** 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;
 - be party to the latest version of the Satellite Mobility (LCPA) Agreement; and
 - have completed On-boarding for the **nbn**[®] Satellite Mobility Product.
- 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	Satellite Mobility (LCPA) 10G M-NNI Trial
2.	Description of the Test	In June 2024, nbn consulted on a variation to the nbn [®] Satellite Mobility Product which included the proposal of a 10G M-NNI. Prior to introducing any product components and features outlined in the June 2024 consultation, nbn intends to test the 10G M-NNI with product components of the nbn [®] Satellite Mobility Product that are made available under the Satellite Mobility (LCPA) Agreement. In addition, as the current nbn [®] Satellite Mobility Product is only operating with 'Satellite 1B' to provision the MBI, nbn intends to test the MBI provisioned through 'Satellite 1A' to active Mobile Terminals nominated by RSP.
3.	Description of the Test Product	The Test Product is the nbn [®] Satellite Mobility Product under the Satellite Mobility (LCPA) Agreement with the following variations to the M-NNI Product Component: Subject to the terms of this Test Agreement, M-NNI Product Component is varied to include two additional M-NNI Bearer profiles for the 10G M-NNI with an interface rate of 10Gbps and either an LR

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		<p>or ER type connection. The two M-NNI Bearer profiles are specified as:</p> <ul style="list-style-type: none"> • 10GBaseLR • 10GBaseER. <p>Despite section 3.4 of the Satellite Mobility (LCPA) Agreement – Product Technical Specification, a 10G M-NNI can only support one M-CVC.</p> <p>The RSP’s order for a 10G M-NNI is deemed also be a Modify Order in respect of any existing M-CVC, MB-VC and MBI Product Components then supplied under the Satellite Mobility (LCPA) Agreement (as well as any associated Mobile Terminals), to associate them with the ordered 10G M-NNI.</p> <p>The resulting Ordered Product is the Test Product under this Test Agreement.</p>
4.	Test Period	14 August 2024 – 31 October 2024
5.	Location for the Test (if applicable)	POI site at Eastern Creek, NSW
6.	Test Plan (if applicable)	Not applicable.
7.	Operational procedures (if applicable)	As per the Satellite Mobility (LCPA) Agreement and as advised by nbn to RSP from time to time.
8.	Other instructions, policies and procedures (if applicable)	<p>(a) At nbn’s notice of availability, RSP may provide nbn with a list of one or more active Mobile Terminal for which the MBI is to be provisioned using Mobility Beams from ‘Satellite 1A’ instead of ‘Satellite 1B’.</p> <p>(b) Modify Orders are not available for the 10G M-NNI. RSP will not be able to request a Modification of (i) a 1000BaseLX M-NNI Bearer to any 10G M-NNI (or vice versa), or (ii) the 10G M-NNI from the 10GBaseLR M-NNI Bearer profile to the 10GBaseER M-NNI Bearer profile (or vice versa). RSP must not place, and nbn may reject, any such orders.</p> <p>(c) RSP may submit Connect Orders, Modify Orders and Disconnect Orders for the 10G M-NNI and other Product Components of the Test Product in accordance with applicable provisions in the Satellite Mobility (LCPA) Agreement – Operations Manual and any instructions as provided by nbn from time to time.</p>

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9.	Supply of Downstream Products to End Users	Subject to any limitations specified by nbn from time to time or within the Satellite Mobility (LCPA) Agreement, RSP may supply Downstream Products that use the Test Product as an input to End Users.
10.	Supply through third parties (including downstream service providers)	Not applicable.
11.	nbn ® Downstream Network Boundary	The Mobility Beams Interface (MBI) as described in the Satellite Mobility (LCPA) Agreement.
12.	nbn ® Upstream Network Boundary	RSP’s side of the Mobility Network-Network Interface at the POI as described in the Satellite Mobility (LCPA) Agreement (as modified under this Test Agreement).
13.	Permitted Purposes for Test Information	Not applicable.
14.	Survival of specific provisions of this Test Description	Item 15(d).
15.	Other special conditions for this Test (if applicable)	<ul style="list-style-type: none"> (a) All Charges set out in the Satellite Mobility (LCPA) Agreement, as applicable, apply to any Test Products supplied under this Test Description; (b) The parties must comply with Module B of the WBA Head Terms in respect of any invoicing, billing and payment requirements for charges under item 15(a), and references to “Agreement” are to be read as references to “Test Agreement”; (c) If RSP acquires Product Components or Service Elements of any product or service supplied under the Satellite Mobility (LCPA) Agreement or WBA in connection with the Test Products, then RSP must pay to nbn any applicable charges for those Product Components or Service Elements in accordance with the respective Satellite Mobility (LCPA) Agreement or WBA; (d) Upon the expiry or termination of this Test Description: <ul style="list-style-type: none"> i. if an M-NNI Product Component with equivalent functionality as the 10G M-NNI is available in the Satellite Mobility (LCPA) Agreement, nbn will transition the supply of any Test Product onto the terms of the Satellite Mobility (LCPA) Agreement applicable on and from the date of expiry or termination, and RSP is

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		<p>deemed to have placed an order for the equivalent Product Components in accordance with the Satellite Mobility (LCPA) Agreement (unless RSP disconnects the Test Product before the transition); or</p> <p>ii. if an M-NNI Product Component with equivalent functionality as the 10G M-NNI is not available in the Satellite Mobility (LCPA) Agreement, nbn will disconnect any 10G M-NNI and any Test Product containing that 10G M-NNI Product Component (and RSP will be deemed to have placed a Modify Order for any associated M-CVC, MB-VC and MBI Product Components (as well as any associated Mobile Terminals) so that they will then be modified to be associated with the M-NNI referred to in Item 15(f));</p> <p>(e) As part of the Test, RSP is permitted to associate a 10G M-NNI to a new or existing M-CVC with a CIR bandwidth profile of no greater than of 950Mbps or any other bandwidth profiles made available from time to time under this Test Description; and</p> <p>(f) As part of the Test, RSP must not place a Disconnect Order for, or otherwise cease to acquire, any 1000BaseLX M-NNI Bearer that nbn has supplied to RSP under the Satellite Mobility (LCPA) Agreement immediately before the start of the Test Period. If Item 15(d)(i) applies at the expiry of this Test Description, and any 1000BaseLX M-NNI Bearer remains unassociated with any M-CVC at the expiry of the Test Description, nbn may disconnect such 1000BaseLX M-NNI Bearer.</p>
16.	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;

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		<ul style="list-style-type: none"> • 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	<p>A capitalised term used but not defined in this Test Description, the Standard Test Terms or the WBA has the meaning given to that term in the Satellite Mobility (LCPA) Agreement.</p> <p>10G M-NNI means the M-NNI with an interface rate of 10 Gbps and either an ER or LR type connection as described in item 3.</p>

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