



Test Description: Residential Speed Increases 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 the **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.
- 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	Speed Increases for HFC and FTTP Testing
2.	Description of the Test	a. The objective of the Test is to provide RSPs with the opportunity to participate in testing of nbn's proposed approach to uplift the speed on three TC-4 high speed tiers in order to: i. Test what nbn is proposing to implement in production ii. Assess the impacts on the RSP's network, services, or equipment as a result of nbn's speed uplift delivery approach (particularly if RSPs choose to do nothing at the time of the nbn launch) iii. Give RSPs the option to test configuring their own network shaping changes (if this is required) to pass through the uplifted speeds to customers. iv. Allow for End User testing to assess the impact of the changes or implementation approach to Customer Experience.



#	Item	Details
		b. The Test will involve nbn increasing the AVC TC-4 PIR on the three high speed tier existing nbn bandwidth profiles (Home Fast, Home Superfast and Home Ultrafast) in respect of the HFC Network and Fibre Network for a limited time for up to six individual AVCs per RSP (or such higher number of individual AVCs per RSP notified by nbn in writing), where: i. those with a bandwidth profile of Home Fast will have an AVC TC-4 PIR (Mbps) of 500/50; ii. those with a bandwidth profile of Home Superfast will have an AVC TC-4 PIR (Mbps) of 750/50; and iii. those with a bandwidth profile of Home Ultrafast will have an AVC TC-4 PIR (Mbps) of ~ 1000/100¹ 1 Inherent limitations of nbn® Ethernet in relation to service frame overhead means the effective Layer 2 Peak Information Rate will be limited to, depending on the Frame Size, up to a maximum of 970Mbps (at 2,000 Byte Frame Size). c. Testing will be carried out in stages which are optional for the RSPs to participate in and described in detail in the test plan. The high-level objectives across the stages is to get insights on: i. nbn network dimension change impacts; ii. RSP network dimension change impacts; iii. End User experience testing including recording pre, during, and post changes speed testing; and iv. Ongoing testing and assessment until launch.
3.	Description of the Test Product	a. The Test Product is a nbn® Ethernet (Fibre) or nbn® Ethernet (HFC) Product that: i. meets the AVC Eligibility Criteria; ii. has been nominated by the RSP and confirmed by nbn (where that confirmation has not been withdrawn by nbn).
4.	Test Period	Subject to clauses 5 and 6 of the Standard Test Terms:



#	Item	Details
		a. the Test Period will commence on 21 October 2024; and b. the Test Period will end two (2) weeks before product launch (as notified by nbn).
5.	Location for the Test (if applicable)	The Test will be conducted on the HFC Network and Fibre Network.
6.	Test Plan (if applicable)	To be provided by nbn to RSP.
7.	Operational procedures (if applicable)	The parties agree that: i. clauses 4(b) to 4(e) of the Standard Test Terms do not apply; and ii. Service Levels, Performance Objectives and rebates will not apply to any enhancement made by nbn to the AVC TC-4 PIR of any Test Product as part of this Test, but will otherwise continue to apply to the Test Product in accordance with the WBA.
8.	Other instructions, policies and procedures (if applicable)	a. nbn will provide a Test Plan to RSPs containing the details of the test stages and requirements b. Dates for each stage will be notified by nbn to RSPs, with indicative dates provided in the Test Plan. c. If an RSP wants to raise feedback, they can do so via the nbn RSP test manager. d. If an RSP wants to raise incidents, they can do so via the standard Trouble Ticket Process. RSP also should inform the nbn RSP test manager. For clarity, where this occurs the AVC may be removed from the testing and the original speed dimensioning will be reinstated (unless nbn agrees to reapply the test speed dimension). e. RSPs must ensure any RSP Equipment or End User Equipment used in connection with a Test Product is suitable and appropriate for the purposes of participating in this Test, as described in the Test Plan. f. for clarity, RSPs agree to:



#	Item	Details
		i. (If opting into End User testing) communicate directly with eligible End Users prior to and over the course of the Test to engage and enlist potential participants and to share information needed for the operational administration of the Test; ii. only with the prior written approval of nbn, communicate with media proactively or reactively regarding the Test.
9.	Supply of Downstream Products to End Users	End Users to whom RSP will be supplying Downstream Products that use Test Products as an input, subject to any limitations as notified by nbn to RSP.
10.	Supply through third parties (including downstream service providers)	Applicable, in accordance with clause 7(c) of the Standard Test Terms.
11.	nbn ® Downstream Network Boundary	The UNI used to serve a Premises.
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 for nbn to develop and communicate case studies, testimonials and other materials for the purposes of communication and promotion of the Test.
14.	Survival of specific provisions of this Test Description	Not applicable.
15.	Other special conditions for this Test (if applicable)	Execution of Test Description a. To be eligible to participate in Stage 1 and all subsequent stages of the Test, RSP must agree to this Test Description and nominate services that meet the AVC Eligibility Criteria by 3 October 2024.



#	Item	Details
		b. RSPs may commence testing at any time, but may not have all stages of the testing available to them if joining after the testing stages have commenced. Change to Test and Product c. If at any time during the Test, a Test Product no longer meets the AVC Eligibility Criteria or is subject to a: i. Modify Order; ii. Disconnect Order; iii. Service Transfer; or iv. associated with an open Trouble Ticket then it will cease to be a Test Product and it will be removed from the Test. Charging d. Any Charges and Discounts associated with a Test Product under the WBA will continue to apply for the duration of the Test and nbn will invoice RSP in accordance with the terms of the WBA. e. Each party to this Agreement will bear its own costs of participating in this Test. Test Products f. Despite clauses 5 and 6 of the Standard Test Terms, nbn will not cancel or interrupt a Test Product unless otherwise permitted under the WBA. On termination or expiration of the Test, nbn will remove any increase made to the AVC TC-4 PIR of the Test Product and it will continue to operate in accordance with the WBA.
16.	RSP acknowledgements	RSP warrants and agrees that: 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;



#	Item	Details
		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; and f. RSP has knowledge and experience in relation to the provision of services similar to the Downstream Products.
17.	Definitions	AVC Eligibility Criteria means nbn® Ethernet (Fibre) or nbn® Ethernet (HFC) Ordered Products that: a. have an existing bandwidth profile of Home Fast, Home Superfast or Home Ultrafast; b. are not associated with an open Trouble Ticket; c. are not Priority Assist Services; and d. meet any other eligibility criteria reasonably determined by nbn from time to time.

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