

Test Description: Remote Community COVID Emergency Wireless Trial

Version: 1.0 | Date of issue: 1 October 2021

This Agreement is a Standard Form of Access Agreement for the purposes of Part XIC of the Competition and Consumer Act 2010 (Cth) where one is required for nbn to supply a Test Product

Background

- The devastating effects of the COVID-19 pandemic continue to be felt across Australia, particularly for those in rural and remote parts of the country, with majority indigenous population, where there is limited availability of terrestrial and mobile broadband coverage.
- For some communities in these locations that are currently impacted by public health orders and COVID-19 related restrictions, technologies such as satellite and wireless can provide much needed emergency support.
- **nbn** is seeking to trial the use of an emergency service with wireless and satellite segments at a limited number of Premises within a single community area nominated by **nbn**.
- **nbn** proposes that any benefits that become clear as a result of this Test will be taken into account in future product development that caters to, but is not necessarily limited to, serving remote parts of Australia and Indigenous communities. **nbn** intends to include such learnings in future consultations with industry on similar support models that may be proposed for rural and remote areas, including for the purposes of disaster resiliency.

Preliminaries

- This document is a Test Description for the purposes of the Framework Agreement between **nbn** and RSP.
- This Test Description, together with the Standard Test Terms, forms the Test Agreement for the Test.
- If RSP wishes to participate in the Test, RSP must notify **nbn** of its intention to participate after **nbn** publishes the Test Description on **nbn** website or issues this Test Description to RSP. As the Test Product is only available in very limited capacity, only one RSP is permitted to participate in the Test at a time.
- To be eligible to participate in the Test, RSP must satisfy the following conditions (**Eligibility Criteria**):
 - have been selected to participate in the Test by the Central Darling Shire Council; and
 - have completed the relevant on-boarding and certification activities required by **nbn** for this Test.
- 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.
- The particulars of this Test are set out in the table below:

#	Item	Details
1.	Name of Test	<i>Remote Community COVID Emergency Wireless Trial</i>
2.	Description of the Test	<p><i>The Test will comprise:</i></p> <ul style="list-style-type: none"> • <i>supply by nbn of the Test Product to a limited number of Test Premises selected by nbn in the Central Darling Shire;</i> • <i>acquisition of the Test Product by RSP at those Test Premises;</i> • <i>provision by RSP of Downstream Products to End Users at each Test Premises; and</i> • <i>performance by each of nbn and RSP of their respective obligations to test the Test Product and the Downstream Products as set out in the Test Plan.</i>

#	Item	Details
		<p><i>The Test Product is described in item 3.</i></p> <p><i>nbn will select Test Premises from those that have been identified by the Central Darling Shire Council (in its capacity as a representative for the interests of End Users) to nbn as potential Test Premises that are expected to have the following minimum criteria for the duration of the Test Period:</i></p> <ul style="list-style-type: none"> • <i>will be a home for an End User who is a resident of the Central Darling Shire affected by public health restrictions;</i> • <i>will house one or more End Users who are school-age children with a need to access online learning; and</i> • <i>are outside the range of alternative broadband services with a reliable quality of service to allow access to online learning.</i>
3.	Description of the Test Product	<p><i>The Test Product:</i></p> <ul style="list-style-type: none"> • <i>is a Layer 3 and above service that carries traffic between the air interface of a Wireless Access Point located in a Test Premises and the nbn™ Upstream Network Boundary;</i> • <i>is supplied by means of the SMP Network and a temporary wireless access network;</i> • <i>enables the RSP to supply a Carriage Service or Content Service to the Test Premises; and</i> • <i>comprises the following Product Components:</i> <ul style="list-style-type: none"> ○ <i>Satellite Segment Component, which includes a subset of the Product Features of the nbn™ Sky Muster Plus Plan (as defined in the SMP-IA), with the subset determined by nbn;</i> ○ <i>Wireless Segment Component, which has Product Features determined by nbn; and</i> ○ <i>WAP Air Interface Component, which has Product Features determined by nbn.</i>
4.	Test Period	<i>Starting from the date notified by nbn to RSP until 31 March 2022.</i>
5.	Location for the Test (if applicable)	<i>Test Premises as specified in item 2.</i>
6.	Test Plan (if applicable)	<i>To be notified by nbn to RSP.</i>

#	Item	Details
7.	Operational procedures (if applicable)	<i>To be notified by nbn to RSP from time to time before or during the Test Period.</i>
8.	Other instructions, policies and procedures (if applicable)	<i>To be notified by nbn to RSP from time to time before or during the Test Period.</i>
9.	Supply of Downstream Products to End Users	<i>End Users to whom RSP will be supplying Downstream Products that use Test Products as an input, subject to any limitations set out in any Test Plan.</i>
10.	Supply through third parties (including downstream service providers)	<i>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 and approved by nbn acting reasonably.</i>
11.	nbn TM Downstream Network Boundary	<i>WAP Air Interface Component.</i>
12.	nbn TM Upstream Network Boundary	<i>nbnTM Upstream Network Boundary (as specified in the SMP-IA)</i>
13.	Permitted Purposes for Test Information	<i>A Permitted Purpose for the Test, in addition to those set out in the Standard Test Terms, is nbn using and publicly releasing details of this Test, and the roles of nbn, RSP, the Central Darling Shire Council and (subject to item 15) End Users.</i>
14.	Survival of specific provisions of this Test Description	<i>Not applicable.</i>
15.	Other special conditions for this Test (if applicable)	<u>Charging</u> <i>(a) No charges will apply to this Test or the supply of the Test Products.</i>

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		<p><i>(b) Each party to this Agreement will bear its own costs of participating in this Test.</i></p> <p><u><i>Supply of customer premises equipment and activation of Test Product</i></u></p> <p><i>(c) nbn will supply a wireless access point for each Test Premises, together with a self-install kit.</i></p> <p><i>(d) RSP must arrange (via the End User or otherwise) for the installation of the wireless access point, in order to receive the Test Product at a Test Premises.</i></p> <p><i>(e) RSP must ensure the Test End User Contract is presented to the End User and accepted by the End User (or their parent or guardian, if the End User is unable to accept the Test End User Contract), upon the first successful connection of End User Equipment to the wireless access point.</i></p> <p><i>(f) RSP must provide nbn with the Test End User Contract and evidence of its acceptance, upon request by nbn.</i></p> <p><i>(g) Test Participant acknowledges and agrees that, upon the cancellation of the Test or any Test Product, or the expiry or termination of this Test Description, nbn may, at its discretion, remove and recover any related equipment, including the wireless access point.</i></p> <p><u><i>Confidentiality and announcements</i></u></p> <p><i>(h) RSP must assist nbn to obtain feedback, including direct feedback, from RSP, Central Darling Shire Council and End Users regarding the Test Product and processes adopted for the Test.</i></p> <p><i>(i) RSP consents, and must obtain the written consent of End Users (or their parent or guardian, if applicable), to nbn monitoring and recording (for the purposes of the Test), usage of the Test Product and Downstream Product, including:</i></p> <ul style="list-style-type: none"> <i>(i) upload and download data usage;</i> <i>(ii) upload and download usage related to specific applications;</i> <i>(iii) usage patterns and intensity at different times of day; and</i> <i>(iv) anything else set out in a Test Plan.</i> <p><i>(j) RSP must obtain the written consent of the Central Darling Shire Council to being identified in announcements and other communications by nbn in connection with the Test.</i></p> <p><i>(k) RSP must obtain the written consent of End Users to being referred to in announcements and other communications by nbn in connection with the Test, on the basis that such references would be anonymised unless further express consent to identification is given by the End User (or their parent or guardian, if applicable).</i></p> <p><u><i>Liability</i></u></p> <p><i>(l) To the full extent permitted by law, RSP:</i></p>

#	Item	Details
		<p>(i) will have no right to make a Claim against nbn for any Loss suffered or incurred by RSP in relation to the Test, Test Product or this Agreement;</p> <p>(ii) releases and forever discharges nbn from all Claims and Liabilities which RSP has (or at any time might have or may have had) in relation to the Test, Test Product or this Agreement; and</p> <p>(iii) indemnifies and holds each of the nbn Indemnified Parties harmless in respect of any Loss suffered or incurred as a result, or in connection with, the Test or this Agreement other than in respect of nbn's confidentiality obligations under this Agreement.</p> <p><u>Other access agreements</u></p> <p>(m) Terms used but not defined in this Test Description have the meanings given to them in the SMP-IA.</p> <p>(n) RSP must be a party to an SMP-IA.</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 the 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	<p>Central Darling Shire means the rural shire area in the far west region of New South Wales governed by the Central Darling Shire Council (including the communities of Wilcannia, Menindee, Ivanhoe, Tilpa, White Cliffs, Darnick, Sunset Strip, Copi Hollow and Mossgiel).</p> <p>nbn Indemnified Parties means nbn, each of nbn's Related Bodies Corporate, each the Personnel of nbn and nbn's Related Bodies Corporate, each of nbn's subcontractors and each of the Personnel of each of nbn's subcontractors.</p> <p>Satellite Segment Component means a virtual circuit, over the SMP Network, from the nbn[™] Upstream Network Boundary to a point in the Central Darling Shire selected by nbn.</p>

#	Item	Details
		<p>SMP-IA means the most recent nbn™ Sky Muster™ Plus Interim Agreement entered into between the parties (as amended from time to time).</p> <p>Test Premises has the meaning given in item 5.</p> <p>WAP Air Interface Component means the air interface at the outer surface of a wireless access point supplied by nbn in relation to the Test Product.</p> <p>Wireless Segment Component means a virtual circuit, over a temporary wireless terrestrial network, from a point in the Central Darling Shire selected by nbn, to a Test Premises.</p>

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