



Test Description: NNI Upsize Migration 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;
- during the related Expressions of Interest process (if applicable); or
 - 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;
 - have been selected to participate in the Test through the related Expression of Interest or other selection process (if applicable); and
 - have an existing NNI at an Upgraded POI.
- 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	NNI Upsize Migration Trial
2.	Description of the Test	<p>a. nbn is trialling is a streamlined process that enables the upgrade of an existing NNI group to a higher capacity NNI group via a Modify Order, with applicable rebates based on the activation charges of the relevant replaced NNI bearers (NNI Upsize Migration).</p> <p>b. The purpose of this Trial is to test the systems, processes and activities relating to the NNI Upsize Migration.</p>
3.	Description of the Test Product	Not applicable.
4.	Test Period	1 December 2023 – 31 March 2024
5.	Location for the Test (if applicable)	The relevant Upgraded POI as agreed between nbn and RSP.
6.	Test Plan (if applicable)	Not applicable.



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7.	Operational procedures (if applicable)	<div><div><div><div>a. Subject to paragraph 7(c) below, RSP may request a NNI Upsize Migration to change the interface rate of an Eligible NNI Group by submitting a Modify Order in the nbn Service Portal.</div><div>b. An NNI Upsize Migration comprises the following:<div><div>i. the Activation of an NNI Group (Target NNI Group) at an Upgraded POI;</div><div>ii. the migration, from an NNI Group that is already being supplied to RSP at the same Upgraded POI at the time the NNI Upsize Migration is requested (Source NNI Group) to the Target NNI Group, of all AVCs, CVCs, OVCs, V-NNIs and NNI Links associated with the Source NNI Group; and</div><div>iii. the disconnection of the Source NNI Group once all AVCs, CVCs, OVCs, V-NNIs and NNI Links associated with the Source NNI Group have been migrated to the Target NNI Group,</div></div><div>(NNI Upsize Migration).</div><div>(Note: Target NNI Group will retain the NNI identifier of the Source NNI Group)</div><div>c. RSP may request only one NNI Upsize Migration as part of the trial, and only if:<div><div>i. the Source NNI Group comprises one of the NNI Bearer combinations set out in the “Source NNI Group” column in the table below;</div><div>ii. the Target NNI Group comprises a corresponding NNI Bearer combination set out in the same row, in the “Target NNI Group” column in the table below; and</div><div>iii. both the Source NNI Group and Target NNI Group are configured in the same redundancy mode (Single Chassis or Diverse Chassis).</div></div></div></div></div><table><tr><th>Source NNI Group</th><th>Target NNI Group</th></tr><tr><td>Up to eight 1G NNI Bearers configured in Single Chassis mode</td><td>Up to eight 10G NNI Bearers, or up to two 100G NNI Bearers, configured in Single Chassis mode</td></tr><tr><td>Up to four pairs of 1G NNI Bearers configured in Diverse Chassis mode</td><td>Up to four pairs of 10G NNI Bearers, or up to two pairs of 100G NNI Bearers, configured in Diverse Chassis mode</td></tr><tr><td>Up to eight 10G NNI Bearers configured in Single Chassis mode</td><td>Up to two 100G NNI Bearers configured in Single Chassis mode</td></tr><tr><td>Up to four pairs of 10G NNI Bearers configured in Diverse Chassis mode</td><td>Up to two pairs of 100G NNI Bearers configured in Diverse Chassis mode</td></tr></table></div></div>	Source NNI Group	Target NNI Group	Up to eight 1G NNI Bearers configured in Single Chassis mode	Up to eight 10G NNI Bearers, or up to two 100G NNI Bearers, configured in Single Chassis mode	Up to four pairs of 1G NNI Bearers configured in Diverse Chassis mode	Up to four pairs of 10G NNI Bearers, or up to two pairs of 100G NNI Bearers, configured in Diverse Chassis mode	Up to eight 10G NNI Bearers configured in Single Chassis mode	Up to two 100G NNI Bearers configured in Single Chassis mode	Up to four pairs of 10G NNI Bearers configured in Diverse Chassis mode	Up to two pairs of 100G NNI Bearers configured in Diverse Chassis mode
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8.	Other instructions, policies and procedures (if applicable)	<ul style="list-style-type: none"> a. RSP must cooperate with the reasonable instructions of nbn in relation to this Test, which include placing the relevant orders and selecting appointment times. b. If nbn cannot proceed with the performance of the Test as a result of RSP not cooperating under paragraph 8(a), nbn may cancel the any orders placed in connection with this Test.
9.	Supply of Downstream Products to End Users	Not applicable.
10.	Supply through third parties (including downstream service providers)	Not applicable.
11.	nbn TM Downstream Network Boundary	Not applicable.
12.	nbn TM Upstream Network Boundary	Not applicable.
13.	Permitted Purposes for Test Information	No additional Permitted Purposes.
14.	Survival of specific provisions of this Test Description	Not applicable.
15.	Other special conditions for this Test (if applicable)	<ul style="list-style-type: none"> a. For the purposes of this Test, Service Levels, Performance Objectives and Operational Targets under any existing or future access agreements are not applicable in connection with the Activities for the NNI Upsize Migration. b. Subject to paragraph 15(c), any Charges under any access agreements in connection with any Ordered Product as a result of this Test will continue to apply in accordance with the relevant



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		<p>access agreement.</p> <p>NNI Upsize Migration Rebate</p> <ul style="list-style-type: none"> c. nbn will automatically apply an NNI Upsize Migration Rebate to RSP's invoice if nbn has completed an NNI Upsize Migration requested by RSP. d. Subject to paragraph 15(e), the amount of the NNI Upsize Migration Rebate will be equal to the sum of Charges that would apply to the Activation of each NNI Bearer comprising the Source NNI Group as set out in the WBA nbn® Ethernet Price List at the time that nbn completes the relevant NNI Upsize Migration. e. The amount of the NNI Upsize Migration Rebate will be capped at the sum of the Charges for the Activation of each NNI Bearer comprising the Target NNI Group, as set out in in the WBA nbn® Ethernet Price List at the time nbn completes the relevant NNI Upsize Migration.
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; • 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; and • 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.
17.	Definitions	<p>NNI Upsize Migration has the meaning given to that term in paragraph 7(b).</p> <p>NNI Upsize Migration Rebate means the rebate described in paragraph 15(c)-15(e).</p> <p>Upgraded POI means a POI that is listed as an "Upgraded POI" on nbn's Customer Centre from time to time or that is notified by nbn as an "Upgraded POI".</p>



#	Item	Details
		<p>Eligible NNI Group means an NNI Group located at an Upgraded POI and that NNI Group is not associated with Route Aggregation.</p> <p>Source NNI Group has the meaning given to that term in paragraph 7(b).</p> <p>Target NNI Group has the meaning given to that term in paragraph 7(b).</p>

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