

# Test Description: Trial of 2Gbps tier and Next Generation NTDs

Version: 1.0 | Date of issue: 12 February 2025

- 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; and
  - agree to this Test Description by 31 March 2025.
- 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	Trial of 2Gbps tier and Next Generation NTDs
2.	Description of the Test	a. To test products, systems and operational processes, as described in the Test Plan, which will include testing of the following: <ul style="list-style-type: none"> <li>i. ordering systems and processes relating to Test Products;</li> <li>ii. Installation of Next Generation NTDs to supply Test Products;</li> <li>iii. Activation and supply of Test Products;</li> <li>iv. Activation and supply of Downstream Products by RSP;</li> <li>v. Fault reporting and assurance systems and processes relating to Test Products;</li> <li>vi. Service Qualification activities; and</li> <li>vii. processes for replacing Legacy NTDs with Next Generation NTDs at Premises Serviceable by the Fibre Network following RSP placing Test Orders which would result in the maximum aggregate throughput limit of the Legacy NTD being exceeded.</li> </ul>

#	ITEM	DETAILS
		<p>b. For the avoidance of doubt, where a Legacy NTD is installed at a Premises Serviceable by the Fibre Network, the Test will not involve nbn installing a Next Generation NTD at that Premises unless RSP has placed an order which exceed the maximum aggregate throughput limit of the Legacy NTD.</p> <p>c. The Test will be conducted in two phases, each phase with a different nbn vendor for the Next Generation NTDs. The timings for the phases will be scheduled based on the vendor’s availability and further details will be available in the Test Plan. (Note: specifications of the Next Generation NTDs supplied by nbn’s vendors in each phase will be the same).</p>
3.	Description of the Test Product	<p>A Test Product is one of the following which meets the AVC Eligibility Criteria:</p> <ul style="list-style-type: none"> <li>a. nbn® Ethernet supplied to Next Generation NTDs and not otherwise described in items 3(b) to (d);</li> <li>b. nbn® Ethernet (HFC) bandwidth profile with an AVC TC-4 PIR (Mbps) of 2000/100;</li> <li>c. nbn® Ethernet (Fibre) bandwidth profile with an AVC TC-4 PIR (Mbps) of 2000/200; and</li> <li>d. nbn® Ethernet (Fibre) bandwidth profile with an AVC TC-4 PIR (Mbps) of 2000/500.</li> </ul>
4.	Test Period	<p>Subject to clauses 5 and 6 of the Standard Test Terms:</p> <ul style="list-style-type: none"> <li>a. the Test Period will commence on 14 April 2025; and</li> <li>b. the Test Period will end on 13 September 2025.</li> </ul>
5.	Location for the Test (if applicable)	<p>The Test will be conducted on the nbn HFC Network and Fibre Network at locations nominated by RSP that meet the Location Eligibility Criteria subject to validation by nbn.</p>
6.	Test Plan (if applicable)	<p>To be provided by nbn to RSP.</p>

#	ITEM	DETAILS
7.	Operational procedures (if applicable)	To be provided by nbn to RSP from time to time.
8.	Other instructions, policies and procedures (if applicable)	<p>a. RSP 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 (e.g. 2 Gbps capable)</p> <p>b. for clarity, RSP agree to:</p> <ul style="list-style-type: none"> <li>i. 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; and</li> <li>ii. only with the prior written approval of nbn, communicate with media proactively or reactively regarding the Test.</li> </ul>
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.

#	ITEM	DETAILS
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 <b>nbn</b> 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)	<p><b>End User Contact</b></p> <p>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.</p> <p><b>Test Product Limit</b></p> <p>b. During the Test Period, nbn may supply RSP up to a maximum of 10 Test Products.</p> <p><b>Charging – Test Products</b></p> <p>c. No charges will apply to the following if associated with a Test Product:</p> <ul style="list-style-type: none"> <li>i. AVC TC-1 or AVC TC-4;</li> <li>ii. TC-2 Bundle Components;</li> <li>iii. CVC TC-4 utilised in conjunction with the Test Products described in Item 3(b), (c) and (d);</li> <li>iv. Service Transfers;</li> <li>v. Transfer Reversals</li> <li>vi. Access Component Reactivations;</li> <li>vii. Late Cancellation (Site Visit Required);</li> <li>viii. Late Cancellation (Site Visit Required, After Hours)</li> <li>ix. After Hours Installation;</li> <li>x. Missed Appointment (After Hours);</li> <li>xi. Enhanced-4 (24/7); and</li> </ul>

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		<p>xii. Enhanced-12 (24/7); and  xiii. any nbn Professional Installation - HFC.</p> <p><b>Other Charges</b></p> <p>d. For the avoidance of doubt:</p> <ul style="list-style-type: none"> <li>i. To the extent that TC-4 Bundle AVCs are supplied to a Next Generation NTD as part of the Test, those will continue to count towards the total CVC TC-4 capacity utilised by RSP in conjunction with TC-4 Bundle AVCs for the purposes of any Overage Charge; and</li> <li>ii. subject to Item 15(c) above, 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 NNI and CVC), then RSP must pay to nbn any applicable charges for those Product Components or Service Elements in accordance with the WBA.</li> </ul> <p><b>Expiry or Termination</b></p> <p>e. Upon the expiry or termination of this Test Description, nbn will transition the supply of any Test Products to an equivalent product under the terms of the WBA applicable to nbn® Ethernet on and from the date of expiry or termination and to the extent that 2Gbps products are not yet available under the WBA, nbn will modify any 2Gbps Test Product to:</p> <ul style="list-style-type: none"> <li>i. the bandwidth profile they were on immediately prior to the commencement of the Test; or</li> <li>ii. If they are a new service, to such other bandwidth profile as nominated by RSP, failing which nbn will cease supply of the Test Product</li> </ul> <p>f. If RSP requests to withdraw from or cancel the Test prior to the end of the Test Period, RSP must assist nbn with replacing the NTD at a Premises if required by nbn.</p>
16.	RSP acknowledgements	<p>RSP warrants and agrees that:</p> <ul style="list-style-type: none"> <li>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;</li> <li>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;</li> </ul>

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		<ul style="list-style-type: none"> <li>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;</li> <li>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.</li> <li>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</li> <li>f. RSP has knowledge and experience in relation to the provision of services similar to the Downstream Products being tested in the trial.</li> </ul>
17.	Definitions	<p><b>AVC Eligibility Criteria</b> means locations that:</p> <ul style="list-style-type: none"> <li>a. are not associated with an open Trouble Ticket;</li> <li>b. are not locations that have Priority Assist Services; and</li> <li>c. meet any other eligibility criteria reasonably determined by nbn from time to time.</li> </ul> <p><b>Location Eligibility Criteria</b> means:</p> <ul style="list-style-type: none"> <li>a. A Premises within an Urban Area or Major Rural Area;</li> <li>b. All AVC TC-4 Ordered Products at the Premises belong to the participating RSP;</li> <li>c. no UNI-V or Battery Backup Service is being supplied to Premises; and</li> <li>d. the NTD at the Premises is a Legacy NTD.</li> </ul> <p><b>Legacy NTD</b> means an F-NTD or HFC NTD with a maximum aggregate downstream throughput limit of 1000 Mbps or below.</p> <p><b>Next Generation NTDs</b> means any F-NTD with 1 UNI-D port, F-NTD with 4 UNI-D ports or HFC NTD with a maximum aggregate downstream throughput limit that is above 1000 Mbps.</p> <p><b>Test Order</b> means an order submitted by RSP using the nbn® Service Portal or B2B Access for:</p> <ul style="list-style-type: none"> <li>a. a Test Product set out in Item 3(b), (c), (d); or</li> <li>b. a Test Product set out in Item 3 (a) that results in the maximum aggregate throughput limit of the Legacy NTD being exceeded.</li> </ul>

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