

## Test Agreement

Test Description: NPIS Wireless API Technical Trial

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Version	Description	Effective Date
1.0	Issued on 4 July 2019	Execution Date

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### Environment

**nbn** asks that you consider the environment before printing this document.

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# Test Agreement

## Test Description: NPIS Wireless API Technical Trial

### Parties

- nbn co limited (ABN 86 136 533 741) of Level 11, 100 Arthur Street, North Sydney NSW 2060 (**nbn**);
- [Insert full legal name of Test Participant] (ABN [insert ABN]) of [insert registered address of Test Participant] (**Test Participant**)

### Background

- A. This Test Description, together with the Standard Test Terms, forms the Agreement for the NPIS Wireless API Technical Trial.
- B. On 11 June 2019, **nbn** notified PDF Participants that it was seeking expressions of interest to participate in a technical trial to better understand the needs of customers around lightweight API integration for the purpose of obtaining Wireless Network information.
- C. The NPIS Wireless API Technical Trial is intended to test a new API relating to Wireless Network information in respect of a location or an Ordered Product.
- D. The NPIS Wireless API Test Product is a form of B2B Access based on lightweight APIs which will allow Test Participant to perform Specified Transactions.

## 1. Interpretation and definitions

For the purposes of this Test Description:

- (a) the singular includes the plural and vice versa;
- (b) any capitalised term used but not defined in this Test Description has the meaning given to that term in the Standard Test Terms; and
- (c) any capitalised term used but not defined in this Test Description or the Standard Test Terms has the meaning given to that term in the WBA.

**Agreement** means this Test Description together with the Standard Test Terms.

**API** means Application Programming Interface.

**Effective Date** has the meaning given to that term in clause 4(a)(i).

**EOI** means the expression of interest process run by **nbn** and more fully described in the document titled 'NPIS Wireless API Technical Trial Expressions of Interest' dated 11 June 2019.

**NPIS Wireless API Technical Trial** means the activities undertaken by **nbn** and Test Participant in accordance with this Agreement together with the performance of the obligations set out in this Agreement.

**NPIS Wireless API Technical Trial Contact** means each person appointed by **nbn** and Test Participant as:

- (a) their single central contact point regarding the NPIS Wireless API Technical Trial; and

- (b) any additional people appointed as contact points in relation to specific matters regarding the NPIS Wireless API Technical Trial (such as operational or technical issues).

**NPIS Wireless API Test Product** has the meaning given to that term in clause 3(a).

**Specified Transactions** means transactions which use the NPIS Wireless API Test Product to query specific information made available by **nbn** in relation to the Wireless Network and associated with a specific location or an Ordered Product.

**Test Description** means this document, which is issued by **nbn** under the Standard Test Terms.

## 2. Pre-conditions

- (a) To participate in the NPIS Wireless API Technical Trial, Test Participant must, by 12 July 2019, or a later date notified by **nbn**:
  - (i) be a party to a WBA;
  - (ii) have entered into the Standard Test Terms and this Test Description;
  - (iii) have appointed an NPIS Wireless API Technical Trial Contact and notified **nbn** of the name of the NPIS Wireless API Technical Trial Contact and their contact details as required under clause 7.1; and
  - (iv) have responded to the EOI and been selected by **nbn** to participate in the NPIS Wireless API Technical Trial through the EOI.
- (b) If Test Participant ceases to comply with the conditions in clause 2(a) at any time, **nbn** may immediately do any one or more of the following things:
  - (i) exclude Test Participant from the NPIS Wireless API Technical Trial;
  - (ii) cease supplying the NPIS Wireless API Test Product to Test Participant; or
  - (iii) terminate this Agreement.

## 3. Test Product

- (a) The NPIS Wireless API Test Product:
  - (i) comprises a limited alternative to B2B Access based on a lightweight API supplied by **nbn** to Test Participant on a test basis for the purpose of performing the Specified Transactions as part of the NPIS Wireless API Technical Trial; and
  - (ii) is intended to enable Test Participant to connect to, and interface with, the **nbn**<sup>TM</sup> Platform in order to perform the Specified Transactions.
- (b) **nbn** will not charge Test Participant for supply of the NPIS Wireless API Test Product.

## 4. NPIS API Technical Trial

- (a) The NPIS Wireless API Technical Trial will:
  - (i) commence the later of the date that the parties execute this Agreement and 15 July 2019 (**Effective Date**) unless otherwise notified by **nbn**; and

- (ii) end on 16 September 2019, unless extended by **nbn** or terminated earlier in accordance with this Agreement.
- (b) **nbn** may, by giving Test Participant 5 Business Days' written notice and without limiting clause 8, amend or replace this Test Description, including to amend the dates on which the NPIS Wireless API Technical Trial begins, ends, or both.
- (c) **nbn** will:
  - (i) supply the Test Products to Test Participant for the duration of the NPIS Wireless API Technical Trial in accordance with this Agreement and each applicable Test Plan as updated from time to time; and
  - (ii) prior to the Effective Date, provide Test Participant with a zip format file containing instructions and documentation in Swagger format which will allow Test Participant to gain secure access to the NPIS Wireless API Test Product.

## 5. Performance and fair use

- (a) Test Participant acknowledges and agrees that:
  - (i) no service level, rebate or compensation of any kind, however described, is available or applicable to any aspect or component of the supply of the NPIS Wireless API Test Product;
  - (ii) the NPIS Wireless API Test Product is in beta; and
  - (iii) results from the Specified Transactions are not intended to be production quality, are not warranted as correct by **nbn** and must not be relied upon by Test Participant.
- (b) This Test Description incorporates, as if set out in full:
  - (i) the **nbn**<sup>TM</sup> Platform Interfacing Service Fair Use Policy under the WBA;
  - (ii) the provisions of section 4 (General obligations) of the Service Description for the **nbn**<sup>TM</sup> Platform Interfacing Service under the WBA; and
  - (iii) the provisions of sections 1 (Conditions of Supply for B2B Access), 3 (General obligations relating to **nbn**<sup>TM</sup> Platform-Related Software), and 6 (Authorised Use and Security) of the Service Terms for the **nbn**<sup>TM</sup> Platform Interfacing Service under the WBA,

which are taken to apply to the NPIS Wireless API Test Product to the extent applicable, subject to the following:

- (iv) references to "Customer" are to be read as "Test Participant";
- (v) references to "Service Description" are to be read as "this Test Description"; and
- (vi) references to "B2B Access", "NPIS" or "**nbn**<sup>TM</sup> Platform Interfacing Service" are to be read as "NPIS Wireless API Test Product".
- (c) Without limiting clause 4(b), **nbn** may amend this Test Description by notice to give effect to any new, varied or replacement fair use policy.

## 6. Test Participant's Obligations

### 6.1 General obligations

- (a) Test Participant must only use the NPIS Wireless API Test Product for the purpose of the NPIS Wireless API Technical Trial.

- (b) Test Participant must comply with any directions or guidance provided by **nbn** in connection with the NPIS Wireless API Technical Trial.
- (c) Test Participant must provide a secure email address to receive API credentials and instructions relating to the NPIS Wireless API Technical Trial.
- (d) Test Participant must comply with any querying processes notified by **nbn** from time to time in connection with the NPIS Wireless API Technical Trial.

## 6.2 Review and reporting

- (a) At regular intervals during the NPIS Wireless API Technical Trial, Test Participant will, at **nbn**'s request:
  - (i) meet with **nbn** to provide feedback on any process, tooling, associated activity, or integration experience regarding the NPIS Wireless API Technical Trial; and
  - (ii) meet with **nbn** to review and evaluate the performance of the NPIS Wireless API Test Product.
- (b) Test Participant will, within 10 Business Days of completion of the NPIS Wireless API Technical Trial, provide a summary of feedback to **nbn** in the form (if any) requested by **nbn**.

# 7. NPIS Wireless API Technical Trial Procedure

## 7.1 NPIS Wireless API Technical Trial Contact

- (a) At **nbn**'s request, Test Participant must make relevant NPIS Wireless API Technical Trial Contacts available for the purpose of co-ordination of the NPIS Wireless API Technical Trial.
- (b) **nbn** and Test Participant will provide telephone and email contact details of their NPIS Wireless API Technical Trial Contacts to each other in accordance with clause 2(a)(iii), and maintain and keep these contact details up-to-date for the duration of the NPIS Wireless API Technical Trial.

## 7.2 NPIS Wireless API Technical Trial Results

Test Participant must provide information and feedback to **nbn** regarding the NPIS Wireless API Test Product by:

- (a) providing information directly to **nbn** as reasonably requested by **nbn**; and
- (b) immediately notifying **nbn** if Test Participant becomes aware of any actual or likely unexpected or unintended impact of the NPIS Wireless API Technical Trial.

# 8. Termination and withdrawal

- (a) This Test Description will terminate on 16 September 2019, unless extended by **nbn** or terminated earlier in accordance with this Agreement.
- (b) **nbn** may issue a Cancellation Notice at any time in accordance with the Standard Test Terms to terminate any one or more of the following:
  - (i) this Test Description;
  - (ii) the NPIS Wireless API Technical Trial; or
  - (iii) the supply of the NPIS Wireless API Test Product.

- (c) Test Participant may cancel its participation in the NPIS Wireless API Technical Trial by giving 5 Business Days' written notice to **nbn** and informing **nbn** of the reason for the cancellation, in which case **nbn** may do any one or more of the following:
  - (i) cease supplying the NPIS Wireless API Test Product immediately; and
  - (ii) give a Cancellation Notice under the Standard Test Terms.
- (d) Test Participant may immediately terminate its participation in the NPIS Wireless API Technical Trial by giving written notice to **nbn** if supply of the NPIS Wireless API Test Product is resulting in a serious adverse impact on Test Participant's or an End User's network or services (in the Test Participant's reasonable opinion).
- (e) Subject to clause 8(d), if Test Participant intends to cancel supply of the NPIS Wireless API Test Product because the supply is resulting in an adverse impact on Test Participant's or End User's network or services:
  - (i) Test Participant will immediately notify **nbn**;
  - (ii) **nbn** will take reasonable steps to investigate and attempt to resolve the issue;
  - (iii) Test Participant will provide **nbn** with all reasonably requested assistance in its investigation and resolution activities; and
  - (iv) if the issue is not resolved within 5 Business Days after **nbn** receives Test Participant's notice, **nbn** will promptly terminate the supply of the NPIS Wireless API Test Product at the written request of the Test Participant.



# Execution

## Executed as an agreement

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Signed for **nbn co limited** by its authorised representatives:

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Signature of authorised representative

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Signature of authorised representative

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Name of authorised representative

---

Name of authorised representative

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Date of signature

---

Date of signature

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Executed by **[insert full legal name of Test Participant]** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

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Signature of director / company secretary

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Signature of director / company secretary

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Name of director / company secretary

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Name of director / company secretary

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Date of signature

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Date of signature