

## Service Specific Terms and Conditions – FirstFibre

### 1. Definitions

In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –

- |      |                             |   |
|------|-----------------------------|---|
| 1.1  | “Acceptance Date”           | means the date that a Service Handover Form is signed by the Customer.  |
| 1.2  | “Access Point”              | Is the point where routes can access each other’s ducting infrastructure.   |
| 1.3  | “Access Route”              | Route from the municipal boundary of the Customer’s premises towards the Customer’s termination location. The Access route handover/connects to the Spur Route at the municipal boundary.   |
| 1.4  | “Cable”                     | means a fibre optic cable which can be inserted inside a Micro-Duct.  |
| 1.5  | “Cable Strands”             | means individual un-spliced fibre optic cable strands which will be blown through the Micro-Ducts for lease in terms of this Agreement.   |
| 1.6  | “Diverse Link”              | means a link connecting the same two sites as the primary link without connection to any other sites. A Diverse Link must be ordered at the same time as the primary link to which it serves as a diverse link. In the event that the diverse link is ordered after the order for the primary link, the contract term on the primary link will be re-set to be the same as that of the diverse link |
| 1.7  | “Duct System”               | means the system of ducts which has been constructed, and will in future construct, into which Micro-Ducts, Cables and Cable Strands are inserted.  |
| 1.8  | “Fibre Optic Cable Network” | means the fibre optic cable network belonging to the Customer.  |
| 1.9  | “Link”                      | means a primary link connecting two sites without connection to any other sites.  |
| 1.10 | “Long Haul Route”           | Route that connects from one route access point to another route access point in the Public Domain over long distances and with areas of low customer density   |
| 1.11 | “Metro Route”               | Route that connects from one route access point to another route access point in the Public Domain over shorter distance within areas of high customer density.   |
| 1.12 | “Micro-Duct”                | means the micro-pipes which shall be placed inside the Duct System, and through which the Cable Strands will be blown.  |
| 1.13 | “On Net”                    | The distance between customer access infrastructure man hole on the boundary between private and public domain to the FirstFiber route infrastructure must be less than 150 meters.   |
| 1.14 | “Off Net”                   | The distance between customer access infrastructure hand hole on the boundary between private and public domain to the FirstFiber route infrastructure must be more than 150 meters.  |
| 1.15 | “Private Domain”            | Is any area privately owned by a private entity/owner other than the government, municipal entities   |
| 1.16 | “Public Domain”             | Is any area owned by the government or municipal institutions like roads, parks, etc.   |
| 1.17 | “Route”                     | means a c A collection of fiber ducts sharing the same trench over a geographical area with a defined start and end access point. Types: Metro, Long haul, Spur and Access.   |

- 1.18 "Service Handover Form" means the document containing approval from the customer that the service has been installed and tested as per the agreement
- 1.19 "Spur Route" Route which provides connectivity from the Metro Route access point located in the public domain and ends at the municipal boundary of the customer. The Spur route handover/connects to the Access Route at the municipal boundary.

## 2. Preamble

- 2.1 FirstNet has engaged with authorised sub-contractors to supply and install carrier neutral, open access cable ducts and fibre optic cables.
- 2.2 FirstNet is a licensed ECN and ECNS provider and are responsible for the implementation of Layer 2 of Layer 3 networking services.
- 2.3 It is recorded that the leased Cable Strands or Cable will not be owned by the customer and the customer shall not have any access to the Duct Systems in which the leased Cable Strands or Cable are located, it being confirmed that FirstNet or its authorised subcontractors are the only parties entitled to such access.

## 3. Specific FirstFibre Products

- 3.1 FirstNet has designed specific products to meet specific requirements of Customers. The specific products are listed below together with the terms and conditions applicable to the various products.
- 3.2 FirstNet can also choose to combine different FirstFiber products into one service to provide the best solution for the customer. In this case, the MTTR will be that of the specific product with the greater time frame.
- 3.3 If the Customer orders FirstFibre as a specific product, then the terms and conditions relevant to the particular product will apply, read with the Standard Terms and Conditions. Should there be any contradiction between the product specific terms and conditions and the Standard terms and conditions, then the terms and conditions in document shall prevail with regards the specific products.

### 3.4 HELIOS

- 3.4.1 HELIOS is used to provide fibre connectivity between **FirstNet aggregation nodes** and customer **access** sites/buildings in a network star configuration.
- 3.4.2 Customer' access sites must be within a distance of 5km from the FirstNet aggregation node.
- 3.4.3 The HELIOS product **cannot** be used to connect core nodes or a core to an aggregation node.
- 3.4.4 One fibre pair is provided per link.
- 3.4.5 HELIOS links are only available in aggregation areas where FirstNet aggregation nodes are available
- 3.4.6 One termination point of the HELIOS link must always be a FirstNet aggregation node.
- 3.4.7 Monthly Link price and once off connection fee are set out in the pricing schedule in the Master Agreement or Addendums
- 3.4.8 Term discounts are not applicable.
- 3.4.9 HELIOS minimum link agreement term is 24 months.
- 3.4.10 FirstNet may revise the prices after the initial agreement term.
- 3.4.11 Early link decommissioning penalty is applicable to the value of the remainder of the 24 month term rentals.
- 3.4.12 Planned FirstNet aggregation node locations may change. Quotations based on planned aggregation node locations will change when the final aggregation node location varies from the planned location.
- 3.4.13 Only lease option is available.

- 3.4.14 Access fibre entry build into the access site/building (multi-tenant buildings and shopping malls), to the FirstNet meet me room in the access site/building, is FirstNet's responsibility and is included in the link price. The customer must assist FirstNet with property owner approvals for the access builds.
- 3.4.15 If the access build costs exceed R134, 000.00, then the excess above R134, 000.00 is for the customer's account.
- 3.4.16 Inside building reticulation from the fibre termination point in the building to the end customer offices customer's responsibility.
- 3.4.17 Diversity (redundant) link between access site and the aggregation node can be provided. If a diverse (redundant) access entry is required for the diversity link, the build cost will be for the customer's own account and will be quoted on upfront.
- 3.4.18 The service level MTTR for the HELIOS product is 8 hours for SLA penalty purposes.

### 3.5 CALYPTE METRO

- 3.5.1 CalypTE Metro is used for connectivity between FirstNet Aggregation nodes in a Metro area
- 3.5.2 CALYPTE cannot be used to connect access sites to core or aggregation nodes.
- 3.5.3 Link tariff is distance (LOS) and monitored Mbit/s throughput capacity dependent.
- 3.5.4 Early decommissioned penalty is applicable if the link is decommissioned prior to initial link term expiry date. Penalty equals the remainder of the agreement term lease.
- 3.5.5 CALYPTE link monitored throughput Mbit/s bracket can be upgraded or downgraded without any penalty.
- 3.5.6 A once off administration fee of R600.00 per CALYPTE link upgrade or downgrade order will be charged.
- 3.5.7 Only two downgrades allowed per 12 month period.
- 3.5.8 60 days' notice period for downgrade orders must be given by the customer.
- 3.5.9 The shaping of fibre is not rate limiting. Throughput of traffic volumes in terms of Mbit's per second is monitored. Maximum throughput depends on the interface capacity. Example: 1Gig.
- 3.5.10 Customer throughput usage will be monitored and when exceeding the Mbit/s throughput rate selected for more than 5 minutes consecutively and more than 3 times in the measuring period (30 days), the higher throughput bracket with associated tariff will apply. This will be communicated to the customer before the higher throughput bracket price can be invoiced
- 3.5.11 A CALYPTE Back Haul link upgrade order will be placed after the customer agreed to the higher throughput bracket. The upgraded link term will be for the remainder of the initial link term.
- 3.5.12 CALYPTE is only available in aggregation areas where a FirstNet aggregation node exists.

## 4. Modification to Work Order

- 4.1 Any delays caused due to changes introduced by the Customer subsequent to the approval of a Work Order shall result in an automatic extension in the timelines set out in the Work Order by a period equal to the period of the delay.
- 4.2 Should the customer change the site location or termination end-point during the installation period, the customer will be liable for any costs arising from this change.

## 5. Costs

### 5.1 Abortive Costs

- 5.1.1 If the Customer has placed a Work Order with FirstNet which requires the construction of duct infrastructure along a route and/or access build into a private property in order to render the services in terms of the Work Order and the Customer cancels the Work Order prior to the services in terms thereof having been activated, then the Customer shall be liable to pay to FirstNet –
  - 5.1.1.1 in the event that FirstNet has not at the time of cancellation by the Customer entered into an agreement with any third party relating to the rendering of services along the same route as constructed for the Customer, the total cost of construction, including financing and all related costs, incurred by FirstNet; or

- 5.1.1.2 in the event that FirstNet has at the time of cancellation by the Customer entered into an agreement with one or more third parties relating to the rendering of services along the same route as constructed for the Customer, a pro rata portion of the total cost of construction incurred by FirstNet, calculated in accordance with the formula  $a \div b \times c$  where

$a$  = the number of Cable Strands to be provided to the Customer;

$b$  = the total number of Cable Strands to be provided to all parties, ie to third parties and to the Customer;

$c$  = the total cost of construction incurred by FirstNet.

## 5.2 Early Termination

- 5.2.1 If a Customer gives notice of termination prior to the expiry of the Initial Period, the Customer will be liable for an early termination charge equal to the charges that the Customer would have been liable for had this Agreement endured until expiry of the Initial Period,
- 5.2.2 In the event of the link being decommissioned, for whatever reason, the Customer is liable for payment of a decommissioning fee per link affected by the decommissioning.

## 6. Acceptance Testing and Sign off

When Cable Strands or Cables, as the case may be, have been installed and are ready to be commissioned, the following shall apply –

- 6.1 In the event of FirstNet providing end-to-end networking equipment:
- 6.1.1 FirstNet shall conduct the testing, and, if successful, will complete, sign and submit to the Customer an Service Handover Form for signature by the Customer. If the testing is for any reason unsuccessful, FirstNet shall, once the problem has been addressed, be obliged to again invite the Customer, in writing, to attend a testing of the relevant service. The testing dates shall not be within less than 2 (two) Business Days from the date of the request.
- 6.1.2 If the Customer is not available to attend the testing within a reasonable time frame, FirstNet will conduct testing and shall complete, sign and submit the Service Handover Form to the Customer.
- 6.1.3 The Customer shall, within 3 (three) Business Days from the date of receipt of the Service Handover Form, accept or reject.
- 6.2 In the event of the customer self provisioning the link:
- 6.2.1 FirstNet shall, notwithstanding the fact that the Customer may not have completed the installation of all components of its infrastructure that are necessary to enable FirstNet to fully complete its installation, request the Customer, to attend a testing of the Cable Strands or Cables to the manhole closest to the point of delivery of the Cable Strands or Cables. The testing dates shall not be within less than 2 (two) Business Days from the date of the request.
- 6.2.2 If the Customer is not available to attend the testing within a reasonable time frame, FirstNet will conduct testing and shall complete, sign and submit the Service Handover Form to the Customer
- 6.2.3 The Customer shall, within 3 (three) Business Days from the date of receipt of the Service Handover Form, accept or reject.
- 6.3 In all cases where testing is to be re-done and/or a Service Handover Form is to be re-submitted, the time periods that applied to the initial testing or submission shall again apply.
- 6.4 The date of signature of the Service Handover Form by the Customer (the "Acceptance Date") shall be regarded as the commencement date of the lease and accordingly the date from which rental amounts become due. If the Customer fails and/or neglects to accept or

reject the Service Handover form within the period of 3 (three) Business Days then the Customer shall be deemed to have accepted the Service Handover Form in which event the date on which FirstNet signed the Service Handover Form shall operate as the date of signature from which date rental amounts shall become payable as provided for in this sub-clause.

## **7. Destruction and Indemnities**

- 7.1 Should Cable Strands or Cables leased by the Customer be destroyed or damaged to an extent which prevents the Customer from having the beneficial use thereof, the Customer shall, provided that the destruction or damage was not caused by the negligence and/or wilful acts or omissions on the part of FirstNet, have no claim of any nature whatsoever against FirstNet as a result thereof, no matter how such destruction or damage was caused.
- 7.2 If the total or partial destruction of Cable Strands or Cables leased by the Customer, is caused by any wilful act or omission of the Customer or of any person for whose acts or omissions the Customer is vicariously liable at law, the Customer shall be liable to FirstNet for all damages suffered by FirstNet as a result of and in connection with such total or partial destruction.
- 7.3 The provisions of the foregoing sub-clauses shall not avail FirstNet, where FirstNet has received notice from the Customer to remedy a material breach of this Agreement and FirstNet has failed to respond thereto or to remedy or rectify such breach within a period of 7 (seven) Business Days from date of receipt of such written notice from the Customer, and the Customer shall, in such circumstances, not be restricted from enforcing any rights or remedies which are available to it.

## **8. Fault Logging Procedures**

- 8.1 All service requests and status queries on faults must be directed to the Support Centre.
- 8.2 The email is [support@firstnet.co.za](mailto:support@firstnet.co.za)
- 8.3 The Service Provider will only respond to service requests that have been logged via the above email address and that has been issued a valid reference number.
- 8.4 It is vital that as much detail is supplied to the FirstNet Support Centre on the description of the fault so that the technician allocated to the fault will be in a position to resolve the problem in as short a time as possible.
- 8.5 All service requests will be logged into the FirstNet Faults tracking system.
- 8.6 After the fault has been logged the Customer will be allocated a reference number and the Support Centre will contact the customer and perform no more than 15 minutes telephonic support before the call is allocated to a technician.
- 8.7 A full service report on exactly what the technicians did can be supplied on request.
- 8.8 A technician will report to site with the service request, the customer must sign and date the service request once he/she is happy that the fault has been resolved. A job will be considered complete only when the signed job sheet is returned to the Service Desk.

## 9. Service Levels

9.1 Reported incidents will be logged according to severity levels as follows

Severity Level	Problem statement
<b>1</b>	Fibre Optic Cable Network down and not functional
<b>2</b>	Fibre Optic Cable Network active but the use thereof severely impacted.
<b>3</b>	Fibre Optic Cable Network problem but can be circumvented
<b>4</b>	Query.

9.2 The response times, from the logging of an incident shall be:

	RESPOND	RESTORE Business Day	RESTORE After Hours	RESOLVE
Incident Severity	Access by phone to an appropriate contractor within the following times:	The Fibre Optic Cable Network restored to full operation, temporarily if necessary	The Fibre Optic Cable Network restored to full operation temporarily if necessary	The fault condition cleared on a permanent basis within the following times
<b>1</b>	60 minutes	8 hours**	8 Hours	5 Business Days
<b>2</b>	60 minutes	8 hours**	8 Hours	5 Business Days
<b>3</b>	60 minutes	8 Hours	8 Hours	5 Business Days
<b>4</b>	2 Hours			5 Business Days
**	Providing work is allowed on client site and where failure has occurred (subject to approval of relevant Road Authority or Local Council, if applicable).			