

## Service Specific Terms & Conditions: FirstNet Direct Internet Access

The provision of FirstNet's Direct Internet Access service is subject to network availability, distance and line sync speed limitations

### 1. APPLICABILITY

This Service Schedule is applicable only to the service schedule for Direct Internet Access Services, which has been signed by the Customer and FirstNet.

### 2. DEFINITIONS

- 2.1. Except where the context requires otherwise, words, terms and definitions shall have the meaning given to them by the Agreement.
- 2.2. For the purposes of this Schedule, the following expressions shall have the meanings given to them hereunder:
  - 2.2.1. "**Access Network**" means leased fixed links/circuits or otherwise, which are provided, maintained and operated by any entity licensed to provide such leased fixed links/circuits on behalf of the Customer;
  - 2.2.2. "**After Hours**" is defined as the period from 17h00 to 08h00 on Business Days and on any public holiday officially recognized as such in the Republic of South Africa, and the whole day on Saturdays and Sundays;
  - 2.2.3. "**After Hours Only**" is an optional addition to the direct internet access service dealt with in clause 3.5;
  - 2.2.4. "**CSRS**" means 'Customer Site Requirements Specification' which is a document that specifies the requirements at a site for FirstNet to deliver the requested Service;
  - 2.2.5. "**Customer Site**" means the site owned or leased by the Customer or any other site used to provide the Service;
  - 2.2.6. "**Designated POP**" means a designated Internet backbone network point-of-presence (POP) within the meaning of FirstNet network;
  - 2.2.7. "**IP**" means 'Internet Protocol', which means the method or protocol by which data is sent from one computer to another over the Internet;
  - 2.2.8. "**Local Loop**" means the 'last mile' access link that connects the Customer Site to the nearest PoP;
  - 2.2.9. "**Local Loop Access Circuit**" means the physical link or circuit that connects from the demarcation point of the Customer Site to the edge of the Network;
  - 2.2.10. "**Latency**" means the average time required for round-trip packet transfers between two adjacent Designated POPs on the selected portions of the FirstNet Backbone Network during a calendar month, as measured by FirstNet;
  - 2.2.11. "**Last Mile**" means a line provided by FirstNet which is a dedicated permanent open, secure, point-to point connection between the Customer and FirstNet's managed infrastructure over a digital transmission network to provide the Services and shall include any software, hardware, cables, connectors, programs, interfaces, associated media, printed materials, and/or on-line or electronic documentation associated with it;
  - 2.2.12. "**FirstNet Backbone Network**" means FirstNet operated IP routing infrastructure consisting solely of selected Designated POPs at which the Customer has installed measurement devices;
  - 2.2.13. "**Network**" is as defined in the Agreement and includes any portion of the Access Network that is provided by FirstNet;
  - 2.2.14. "**Packet Loss**" means the average percentage of IP packets transmitted between Designated POPs during a calendar month that are not successfully delivered, as measured by FirstNet;
  - 2.2.15. "**Planned Maintenance**" means any preventative, routine or scheduled maintenance which is performed with regard to the Service, the Network, the off-net network or any component thereof, reasonably believed to be necessary in order to prevent or remedy a defect which may affect the Customer's use of or access to the applicable Service;
  - 2.2.16. "**Round Trip Delay**" means the delay between the sending of a ping request packet and the receipt of the corresponding response packet;
  - 2.2.17. "**Service Credits**" means the credits due to the Customer for unscheduled Service Downtime calculated in accordance with clauses 8; 9 and 10;
  - 2.2.18. "**Service Downtime**" means that period of time for which the Service was unavailable to the Customer;
  - 2.2.19. "**Service Outage**" means an instance when the Customer is unable to route traffic to one or more Customer Sites via the Network, which results in Service Downtime;
  - 2.2.20. "**Standard Billing**" means the Direct Internet Access Service provided by FirstNet whereby the Customer pays a fixed MRC every month regardless of usage;

- 2.2.21. **"95th Percentile Billing"** means a usage-based billing method for Direct Internet Access. Two readings are taken, one outgoing and one incoming, and the highest value becomes the 5-minute utilization sample for that time interval. One calendar months' worth of 5-minute utilization samples is arranged in ascending order, and the highest 5% are removed. The highest remaining sample is the 95th percentile value and this value is used for billing purposes. If the value is not an integer of Megabit per second, that value is rounded up to the highest integer. For example, if the 95th percentile value is 101.3 Mbps the value considered is 102Mbps; and
- 2.2.22. **"With After Hours"** is an optional addition to the Direct Internet Access Service dealt with in clause 3.5.

### 3. SERVICE DESCRIPTION

#### 3.1. Valued Added Services

- 3.1.1. FirstNet offers various value added options within the Direct Internet Access Service that will be provided if stipulated on the relevant SERVICE SCHEDULE.
- 3.1.2. The value added options available for selection on the SERVICE SCHEDULE are as follows:
- 3.1.3. With After Hours Bandwidth – a value-added service which gives the Customer the option to order a specific amount of bandwidth and to receive double that amount of bandwidth, at no additional cost, After Hours provided that the Customer orders a Local Loop sufficient to carry the additional bandwidth;
- 3.1.4. After Hours Only Bandwidth – a value-added service that can be procured as a standalone service and provides the Customer with an option to order a specific amount of bandwidth that is only available After Hours;
- 3.1.5. Multisite Breakout – a value-added service that provides the Customer with an option to add a secondary or disaster recovery site to their network architecture whereby the additional site has access to their primary site's internet breakout depending on their requirements. This value-added service may only be selected in the event that the customer has procured the Direct Internet Access Service for the primary Site.

### 4. BILLING OPTIONS

- 4.1. The Customer shall be entitled to select the manner in which the Direct Internet Access Service is billed, as differentiated by whether the Direct Internet Access Service comprises a fixed MRC billed in advance or a usage based MRC billed in arrears as per the following billing types:
- 4.1.1. Standard Billing; or
- 4.1.2. 95th Percentile Billing.
- 4.2. The Billing method selected shall be stipulated in the relevant SERVICE SCHEDULE. In the event that a billing method is not selected in the SERVICE SCHEDULE, the billing method shall be deemed to be Standard Billing.

### 5. EXCHANGE RATE FLUCTUATIONS

- 5.1. For any Charges for any element of the Direct Internet Access Services that is based on a foreign currency, the exchange rate used to calculate the relevant Charges shall be the South African Rand/US Dollar exchange rate as published by Reuters on the date of signature of the relevant SERVICE SCHEDULE shall be utilized.
- 5.2. The adjustment to the Charges stated in clause 5.1 above shall be applied to the MRC as set out in the applicable SERVICE SCHEDULE.
- 5.3. FirstNet shall only be entitled to adjust the charges in accordance with clause 5.1 above in the event that the exchange rate variance is greater than 5% (5 percent).

### 6. UNDERTAKINGS AND ACKNOWLEDGEMENTS

- 6.1. The customer agrees that the Direct Internet Access Service is rendered "as is" and "as available" and it is used at the customer's own discretion and risk. FirstNet does not warrant, represent or in any way guarantee, either expressly or by implication the merchantability or fitness for a particular purpose.

## 7. TERMS AND CONDITIONS

- 7.1. FirstNet shall provide the Direct Internet Access Service, as indicated in the service schedule as well as the provisions of the Agreement.
- 7.2. The Customer acknowledges and agrees that:
  - 7.2.1. In order to have access to the Direct Internet Access Service, a Local Loop Access Circuit is required which is either quoted separately or included in the Direct Internet Access Service. The Customer must ensure that such Local Loop Access circuit is available before subscribing to the Direct Internet Access Service;
  - 7.2.2. The Direct Internet Access Service is provided subject to the provisions of the Act, relevant 3rd party Local Loop Access Circuit providers' terms and conditions, where applicable, and any other applicable legislation and/or regulation applicable from time to time;
  - 7.2.3. The Customer acknowledges that the quality of the Direct Internet Access Service is dependent upon the quality and capacity available to the Local Loop Access Circuit.
- 7.3. The Customer acknowledges that its use of equipment other than the FirstNet Equipment is at its own risk.
- 7.4. FirstNet and/or its agents shall attend to the installation and/or set-up and/or configuration of the FirstNet Equipment during business hours at the applicable NRC charges.
- 7.5. The Customer shall allow FirstNet or its agents, all reasonable access to its premises for the purposes of the installation and/or set-up and/or configuration of the equipment. FirstNet will submit to the customer a service handover form, to be signed by the customer as confirmation (including its employee, representative, carrier, agent or nominee) that the installation and/or set-up and/or configuration, was done according to specification.
- 7.6. FirstNet shall use its reasonable endeavours to comply with the requested delivery and/or installation and/or set-up and/or configuration date/s, whichever is/are applicable, FirstNet, however, shall not be responsible for any consequences of any such delay or be liable for any damage/s, cost/s or expense/s whatsoever, which the Customer may incur or suffer if the requested installation and/or set-up and/or configuration date/s is not met.
- 7.7. The Customer must, at its own cost and expense, provide suitable and adequate electrical power supply as may be required for the proper functioning of the Direct Internet Access Service.
- 7.8. The Customer must ensure that optimum environmental conditions as may be required for the proper management and/or functioning of the Direct Internet Access Service, such as adequate ventilation, lighting and wall space.
- 7.9. To the extent that the Direct Internet Access Service provided to the Customer is suspended by FirstNet in accordance with the provisions of this Schedule and/or the Agreement, the Customer acknowledges that it will forfeit its access to and/or use of the Direct Internet Access Service, but the Customer shall still remain liable to pay the relevant MRC during such period of suspension.
- 7.10. The Customer shall be responsible for providing and maintaining, at its own expense, the necessary electronic communication equipment (including any software) located within its own premises. The Customer's electronic communication equipment shall be technically and operationally compatible with the FirstNet Equipment.
- 7.11. The hours of operation of the Direct Internet Access Service shall normally be twenty-four (24) hours a day, seven (7) days a week. Any change to the hours of operation of the Direct Internet Access Service shall be subject to the mutual agreement of the parties.
- 7.12. FirstNet shall use reasonable endeavours to ensure the Direct Internet Access Service objectives specified in clauses 8, 9 and 10 are met but does not guarantee continuous and fault free provision of the Direct Internet Access Service and shall not be responsible for the transmission of the Direct Internet Access Service over any other electronic communications network not operated by FirstNet.

## 8. BACKBONE NETWORK AVAILABILITY

- 8.1. FirstNet shall provide the Direct Internet Access Service in accordance with the service objectives set out in clause 9.
- 8.2. Subject to clauses 12 and 15 below, if a Service Downtime in excess of the level of Availability committed to in Table 1 below occurs, the Customer shall be entitled to Service Credits which are defined as the number of days of free Service.
- 8.3. The Service Credits shall correspond to the cumulative Service Downtime (excluding unavailability periods of less than sixty (60) seconds) in a given calendar month as set forth in the following tables:

| Availability per month | Cumulative Outage per Month | Service Credits (Days) |
|------------------------|-----------------------------|------------------------|
| 99.50%                 | 00:00:00 - 03:39:00         | 0                      |
| 99.30%                 | 00:00:00 - 05:06:00         | 1                      |
| 98.80%                 | 00:00:00 - 08:45:00         | 2                      |
| 98.30%                 | 00:00:00 - 12:25:00         | 3                      |
| 97.80%                 | 00:00:00 - 16:04:00         | 4                      |
| Less than 97.80%       | 16:04:00 - greater          | 5                      |

## 9. BACKBONE NETWORK LATENCY

9.1. The below table indicates the target objectives for Network Latency:

| From         | To          | Milliseconds |
|--------------|-------------|--------------|
| Johannesburg | London      | 190          |
| Johannesburg | Amsterdam   | 200          |
| Johannesburg | Cochin      | 120          |
| Johannesburg | Hong Kong   | 200          |
| Johannesburg | Los Angeles | 340          |
| Johannesburg | Florida     | 300          |
| Johannesburg | New York    | 270          |
| Johannesburg | Singapore   | 200          |
| Johannesburg | Tokyo       | 220          |
| Johannesburg | Sydney      | 300          |

9.2. All times are for Round Trip Delay from one designated POP to the next adjacent designated POP.

9.3. Latency is measured by taking an aggregate average of sample Round Trip Delay measurements taken during a calendar month between adjacent Designated POPs in a region or between two cities as measured by FirstNet.

9.4. Subject to clauses 12 and 15 below, in the event that Latency fails to achieve the applicable target objective, the Customer will be entitled to a Service Credit calculated as the percentage of the relevant MRC corresponding to the percentage by which the actual Latency period exceeds the target objective for the affected Service in a given calendar month as set forth in the following table:

| % by which actual latency exceeds target objective | Service Credit (percentage of MRC) |
|--|------------------------------------|
| 0.00 - 7.00%                                       | 4%                                 |
| 7.01 - 14.00%                                      | 8%                                 |
| 14.01 - 21.00%                                     | 12%                                |

|                     |     |
|---------------------|-----|
| 21.01 - 28.00%      | 16% |
| 28.01% - or greater | 20% |

## 10. BACKBONE NETWORK PACKET LOSS

- 10.9. Packet Loss on the Backbone Network will be maintained at 0.5% or less.
- 10.10. Packet Loss is measured by taking an aggregate average of sample measurements taken during a calendar month between Designated PoPs in a region or between regions as measured by FirstNet.
- 10.11. Subject to clauses 12 and 15 below, in the event of Packet Loss exceeds the target objective, the Customer will be entitled to a Service Credit calculated as the percentage of the relevant MRC corresponding to the percentage of the Packet Loss for the affected Service in a given calendar month as set forth in the following table:

| % packets delivered | Service Credit<br>(percentage of MRC) |
|---------------------|---------------------------------------|
| 99.7 - 100%         | nil                                   |
| 99 - 99.69%         | 4%                                    |
| 98 - 98.99%         | 8%                                    |
| 97 - 97.99%         | 12%                                   |
| 96 - 96.99%         | 16%                                   |
| 95.99% or less      | 20%                                   |

## 11. SCOPE AND MEASUREMENT

- 11.1. FirstNet reserves the right to periodically change the measurement points and methodologies it uses without notice to the Customer.

## 12. SERVICE CREDIT REQUEST AND SETTLEMENT PROCEDURES

- 12.1. Any fault or failure by FirstNet to achieve the service levels set out in this Service Schedule must be reported by the Customer to the Service Desk in accordance with clause 13.
- 12.2. For purposes of calculating the Service Credit, the problem occurrence will be deemed to have commenced when the trouble ticket is lodged by the Customer with FirstNet. If the Customer does not initiate a trouble ticket with FirstNet, FirstNet shall not be obligated to issue, and the Customer shall not be eligible to receive, Service Credits for the non-compliance.
- 12.3. The duration of the Service outage period will be determined by the Parties, acting reasonably, based upon the Parties' internal records and FirstNet's trouble ticket.
- 12.4. All Service Credits will be calculated based on the cumulative Service Downtime for the affected port(s) during the relevant calendar month and applied to the same affected port(s) as set out in Table 1 of clause 8.3. For avoidance of doubt, Service Credits shall be applicable only to the specific port affected by degradation in Service.
- 12.5. To initiate a claim for Service Credits with respect to the parameters defined above, the Customer shall submit a request in writing within thirty days after the end of the month during which the event occurred which gave rise to the claim for Service Credit.
- 12.6. The Service Credit for multiple failures by FirstNet to achieve the service objectives resulting from a single incident or during one specific time frame shall not be aggregated but shall be limited to the one particular Service Credit that provides the maximum credit to the Customer.
- 12.7. FirstNet, in its sole discretion, shall attempt to review all claims within fifteen (15) Business Days of receipt of the request for Service Credit and will notify the Customer if the Customer's claim is rejected.

- 12.8. Service Credits are processed quarterly and are passed as a credit against the Customer's next invoice. If FirstNet approves the claim, FirstNet shall notify the Customer of the actual number of Service Credits to which the Customer will be entitled.
- 12.9. Notwithstanding anything in this Service Schedule to the contrary, the total amount of Service Credits credited to the Customer in any calendar month shall not exceed twenty five percent (25%) of the MRC for the relevant Service for the month in question.
- 12.10. Notwithstanding anything in this Service Schedule to the contrary, the total amount of Service Credits credited to the Customer in any twelve (12) month period shall not exceed twenty (20) days Service Credit for such twelve (12) month period.
- 12.11. Notwithstanding anything in this Service Schedule to the contrary, all disputes or differences whatsoever arising between the parties in relation to this Service Schedule shall be dealt with in accordance with the dispute resolution provisions contained in the Agreement.
- 12.12. FirstNet's failure to achieve or maintain the above service objectives set out in this Service Schedule is not a breach of the Agreement, and the award of Service Credits shall be the Customer's sole remedy and FirstNet's sole liability for any such failure or corresponding degradation, interruption or loss of Service.

### **13. FAULT REPORTING**

- 13.1. All service requests and status queries on faults must be directed to the Support Centre.
- 13.2. The email is [support@firstnet.co.za](mailto:support@firstnet.co.za)
- 13.3. 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.
- 13.4. 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.
- 13.5. All service requests will be logged into the FirstNet Faults tracking system.
- 13.6. 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.
- 13.7. A full service report on exactly what the technicians did can be supplied on request.
- 13.8. 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.

### **14. SERVICE PROVISIONG**

- 14.1. The Customer shall be responsible for making available, at no cost to FirstNet, accommodation, power, mast space, ducting and other facilities as more fully set out in the CSRS document for each site, for the Contract Term of the applicable SERVICE SCHEDULE, for the purposes of housing FirstNet's transmission equipment required for the provision of the Direct Internet Access Services to the Customer.
- 14.2. The Customer shall be responsible for obtaining all approvals and consents necessary for installation and use of the Direct Internet Access Services.
- 14.3. The Customer shall ensure that the sites at either end of a Direct Internet Access Service for which the request has been made are available, at all reasonable times, for access by FirstNet for purposes of swap out and changes.
- 14.4. Within seventy two (72) hours of completing the installation for the applicable Direct Internet Access Service, FirstNet will provide a Service Handover Form containing essential information required to configure and use the Service as well as the Service Identity Number ("Service ID"). The Service ID should be used in all interactions with FirstNet regarding the Service.
- 14.5. The Customer shall then conduct acceptance tests on the newly provided Direct Internet Access Service for a period of one (1) Business Day following receipt of the Service Handover Form.

- 14.6. Should the Customer detect a fault on the Direct Internet Access Service during these acceptance tests, then the Customer shall notify FirstNet of such fault in writing.
- 14.7. The Customer may only reject a Direct Internet Access Service on the basis that the agreed technical specifications as set forth in the service schedule for the Direct Internet Access Service have not been met.
- 14.8. If the Customer notifies FirstNet of its non-acceptance, further tests of the Direct Internet Access service will be conducted and a new Service Handover Form delivered to the Customer
- 14.9. The Service shall be deemed accepted by the Customer if no objection has been raised by the Customer within two (2) Business Days following receipt of the SHF.
- 14.10. The billing cycle for each Service will be from the Service Commencement Date of that Direct Internet Access Service.

## 15. EXCLUSIONS

- 15.1. The Customer shall not be entitled to:
  - 15.1.1. receive any Credits pursuant to the Customer Site unavailability, or
  - 15.1.2. exercise any right of termination for anything which is caused or is associated with, in whole or in part, the exclusions set out below:
    - 15.1.2.1. Construction of additional facilities which are required in order to connect the Customer Site to the Network and/or the Local Loop(s);
    - 15.1.2.2. Anything which is associated with or caused by Planned Maintenance events or cable cuts on the Network which are not otherwise due to the fault or negligence of FirstNet;
    - 15.1.2.3. Anything attributable to circuits comprising a part of the Service that are provided by a third party, including Local Loops and local access facilities procured by the Customer;
    - 15.1.2.4. Anything which is due to the Customer's use of bandwidth in excess of the committed bandwidth.
- 15.2. Service Downtime shall not include any unavailability resulting from:
  - 15.2.1. scheduled downtime for Planned Maintenance;
  - 15.2.2. interruptions or delays resulting from any third party services;
  - 15.2.3. any supplies, power, applications, equipment or local access facilities provided by the Customer or their suppliers, which is required in the provision of the Services;
  - 15.2.4. any incident that affects the availability during any period when the Customer elects not to allow Planned Maintenance on the Service at the request of FirstNet, acting reasonably;
  - 15.2.5. the Customer's applications, equipment, or facilities;
  - 15.2.6. interruptions due to the failure of equipment provided by the Customer or other third party on behalf of the Customer;
  - 15.2.7. acts or omissions of the Customer, its agents, contractors or suppliers, (including the provision of inaccurate information knowingly or unknowingly), or user of the Service or any other Customer caused outages or disruptions;
  - 15.2.8. suspensions due to non-payment of any amount payable by the Customer to FirstNet under this Schedule;
  - 15.2.9. outages or failures occurring outside of the Backbone Network (i.e., at peers);
  - 15.2.10. "Trouble not found", a reported event that cannot be validated or duplicated by FirstNet;
  - 15.2.11. Access Network not provided by FirstNet;
  - 15.2.12. any act or omission of a third party provider of the Access Network; or
  - 15.2.13. force majeure.

## 16. CONTENT REGULATORY COMPLIANCE

- 16.1. The Customer hereby agrees that the relevant permissions, approvals, licenses and/or related consents that may be required by the relevant government authority of the source and/or destination country/ies shall be obtained, as applicable, as per the local laws in such country and a copy of such permissions, approvals, licenses and/or related consents shall be available for inspection by FirstNet prior to the commissioning of the Service.
- 16.2. In the event that the Customer is sourcing content from a third party in relation to the Service, the Customer shall be responsible for providing the permissions, approvals, licenses and/or related consents of such third party. The Customer further indemnifies FirstNet from any costs, damages and/or penalties caused due to any non-compliance with this provision.
- 16.3. The Customer authorizes FirstNet to monitor the Service.

