

Service Specific Terms & Conditions: FirstNet Broadband

FirstNet Broadband is a best effort internet service. The provisioning of the FirstNet Broadband access service is subject to network availability, distance and line sync speed limitations.

1. APPLICABILITY

The provisioning of the FirstNet Broadband service is subject to the signing of an agreement or Addendum between the customer and FirstNet, and is also subject to network availability and distance

2. DEFINITIONS

- 2.1. Terms used herein but not otherwise defined shall have the meanings ascribed to them in the Agreement.
- 2.2. For the purposes of this document, the following expressions shall have the meanings given to them hereunder:
 - 2.2.1. “**CSRS**” means Customer Site Requirements Specification, which is a document that specifies the requirements that FirstNet has to deliver in relation to the requested Service at a Site;
 - 2.2.2. “**Contention Ratio**” number of users sharing the same internet port capacity;
 - 2.2.3. “**Customer Premises Equipment**” or “**CPE**” means the Customer Device provided and managed by FirstNet, located at the Customer’s Site, used in conjunction with the Network in order to receive the FirstNet Broadband Fibre Service;
 - 2.2.4. “**Customer Site**” means the site owned or leased by the Customer or any other site used to provide the Service, which is directly connected to a PoP managed by FirstNet, as set out in the COF;
 - 2.2.5. “**GB**” means Gigabytes;
 - 2.2.6. “**Internet Protocol**” or “**IP**” means the method or protocol by which data is sent from one computer to another over the Internet;
 - 2.2.7. “**Kbps**” means kilobits per second;
 - 2.2.8. “**Line Speed**” means the data transmission speed of the FirstNet fibre link;
 - 2.2.9. “**Modem**” or “**Router**” means the device that enables the FirstNet Broadband Fibre Service;
 - 2.2.10. “**Native Address Translation**” or “**NAT**” means the process that enable multiple hosts on a private network to access the Internet using a single public IP address;
 - 2.2.11. “**FirstNet Representative**” means the person nominated by FirstNet from time to time during the term of this Service Schedule;
 - 2.2.12. “**Scheduled Installation Date**” means the date on which FirstNet is scheduled to complete installation of the Service; and
 - 2.2.13. “**Scheduled Occupation Date**” the date on which FirstNet is scheduled to take occupation of a Site in order to install the Service.

3. SERVICE DESCRIPTION

- 3.1. The FirstNet Broadband Service is the provision of a broadband internet service that enables one to send and receive data and email, and to access the Internet using a high-speed connection.
- 3.2. The FirstNet Broadband Service is provided with a service level uptime agreement and is an uncontended service on local traffic with a maximum of 1:4 contention on international traffic in the event of undersea cable failures. Service Level Agreement is dependent on the underlying last mile fibre or microwave infrastructure:

Dark Fibre Africa : Up to 99.5%
Liquid : Up to 99%
Link Africa : Up to 99.5%
FrogFoot : Up to 99%
OpenServe : Up to 99%
MTN : Up to 99%
Comsol : Up to 99%
MetroFibre : Up to 99%
Herotel : Up to 99%

3.3 Service Credits

Service Availability	Service Credit % of MRC
99%	0%
< 99% - 98%	5%
< 98% - 97%	10%
< 97% – 96%	15%
< 96% - 95%	20%
< 95%	25%

Service Credit calculation: $\text{Service Availability \%} = \frac{\text{Service Period} - \text{Service Downtime}}{\text{Service Period}}$

- 3.3. Subject to clause 3.4, FirstNet shall provide the Customer with two (2) static public IP addresses, one (1) of which shall be utilized on the CPE.
- 3.4. In the event that the Customer selects the NAT option, the Customer shall be provided with one (1) static public IP address assigned to their private IP range. FirstNet Technology Services takes no responsibility for any security risks associated with enabling NAT on the CPE device. It is still the customers responsibility to secure their network.

4. FIRSTNET BROADBAND PRE-REQUISITES

The FirstNet Broadband Service is provided over FirstNet’s fibre or microwave infrastructure and all requests for the Broadband Service shall be subject to a feasibility study to determine whether adequate infrastructure is available to provide the Service.

5. WARRANTY

- 6.1. In the event that a Modem and/or Router is provided by FirstNet to the Customer, FirstNet shall be indemnified against any and all costs and claims whatsoever, which may arise from the manufacturer’s warranty associated with such Modem and/or Router.
- 6.2. FirstNet has the sole discretion to exchange any Modem and/or Router.
- 6.3. Bundled services where FirstNet provides a Modem and/or Router to the Customer on a loan basis are excluded from this clause and from the warranty contained in this clause

6. Fault Logging Procedures

- 7.1. All service requests and status queries on faults must be directed to the Support Centre.
- 7.2. The email is support@firstnet.co.za
- 7.3. 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.
- 7.4. 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.
- 7.5. All service requests will be logged into the FirstNet Faults tracking system.
- 7.6. 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.
- 7.7. A full service report on exactly what the technicians did can be supplied on request.

7.8. 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.

7. UPGRADES

The Customer further acknowledges and agrees to the following:

- 7.1. it is allowed to upgrade the Line Speed of the link at any time during the Contract Term of the Service provided that one (1) calendar month's prior written notice to that effect is given to FirstNet ;
- 7.2. any written notice received by FirstNet during the course of the month for the upgrade of the Line Speed of the link, as envisaged in clause 7.1, shall only be effective from the 1st (first) day of the following month;
- 7.3. the upgraded Service shall, with effect from the activation thereof, be extended for a minimum period of twelve (12) months ; and
- 7.4. the duly upgraded Service shall be provided by FirstNet subject to the provisions of this schedule and the Master Services Agreement.

8. SERVICE PROVISIONING

- 8.1. The Customer shall be responsible for making available, at no cost to FirstNet, power, mast space, ducting and other facilities as more fully set out in the CSRS document for each Customer Site for the Contract Term of the applicable service, for the purposes of housing the transmission equipment required for the provision of the Services to the Customer.
- 8.2. The Customer shall be responsible for obtaining all third party approvals and consents necessary for installation and use of the Services.
- 8.3. The Customer shall ensure that the Customer Sites at either end of a Service for which the request has been made are accessible at any reasonable time as may be required by FirstNet to fulfil its obligations in terms hereof.
- 8.4. Within (2) business days of completing the installation for the applicable Service, FirstNet will provide a Service Handover Form.
- 8.5. The Customer shall then conduct acceptance tests on the newly provided Service for a period of two (2) Business Days following receipt of the Service Handover Form.
- 8.6. Should the Customer detect a fault on the Service during these acceptance tests, then the Customer shall notify FirstNet of such fault in writing.
- 8.7. The Customer may only reject a Service on the basis that the agreed technical specifications as set forth in the service configuration diagram in the COF for the Service have not been met. If the Customer notifies FirstNet of its non-acceptance, further tests of the Service shall be conducted and a revised Service Handover Form shall be provided to the Customer.
- 8.8. 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.

9. CUSTOMER REQUESTED CHANGES AND SCHEDULED MAINTENANCE

9.1. FirstNet shall use reasonable endeavours to perform any agreed change as per agreed specifications required for the Customer Site as per the below specified target timelines. The Customer must raise a change request stating the reason for the change, the type of change (Critical/Normal as defined by the Customer) and the impact on its Customer Sites. The change request shall follow the normal change management process as communicated from FirstNet to the Customer from time to time and the below commitments are applicable only for Class C type changes (as defined in the following table) excluding any impact analysis:

Level of Change	Description of Change Required
Class A	<ul style="list-style-type: none"> • New CPE • New link or shifting of existing link • Hardware upgrade to CPE • Link termination to existing site

Class B	<ul style="list-style-type: none">• Shifting of physical termination point of existing service• Bandwidth soft upgrade / downgrade
Class C	Change that are not specified in Class A or B

9.2. Planned Maintenance which falls outside the scheduled maintenance window will be arranged with the Customer at least forty eight (48) hours before the Planned Maintenance commences.

9.3. At no time shall Planned Maintenance events which may cause a Service Outage be performed simultaneously on two (2) diverse circuit paths that carry the same Customer Service.