

SERVICE SPECIFIC TERMS / CONNECTIVITY

Bonded Connectivity (Peplink)

Peplink SpeedFusion bonding, InControl 2 and managed edge hardware

VERSION
v2026.10c

EFFECTIVE
1 November 2026

These Service Specific Terms form part of your agreement with FirstNet Technology Services (Pty) Ltd. Read them with the FirstNet Standard Terms and Conditions (or your signed Master Services Agreement), your Service Schedule and the Data Processing Annexure, all available at www.firstnet.co.za/legal-notices/.

These Service Specific Terms apply to FirstNet Bonded Connectivity powered by Peplink, supplied by FirstNet Technology Services (Pty) Ltd (registration number 2006/031608/07), 26 Augrabies Road, Waterfall Office Park, Midrand, 1686 ("FirstNet").

1. Status and precedence

- 1.1 These Service Specific Terms ("SST") are incorporated by reference into every Service Schedule, Scope of Work or quote for Bonded Connectivity.
- 1.2 The master agreement is the FirstNet Standard Terms and Conditions published at www.firstnet.co.za/legal-notices/, or the Master Services Agreement the Customer has signed with FirstNet (the "Agreement").
- 1.3 If documents conflict, this order applies: (a) the Service Schedule, but only for commercial items it expressly overrides; (b) these SST; (c) the Agreement (including the Data Processing Annexure and the Acceptable Use Policy); (d) Peplink Terms. Where Peplink Terms impose a mandatory restriction on use of Peplink products, the Customer must comply with it.
- 1.4 The links that Peplink bonds (fibre, DIA, LTE/5G, microwave, LEO satellite) are separate services under their own SST when supplied by FirstNet. Where Bonded Connectivity forms part of a Managed SD-WAN or Modern Networking package, the Managed SD-WAN and Modern Networking SST also applies.
- 1.5 Words defined in the Agreement have the same meaning here.

2. Definitions

- 2.1 **"Care Plan"** means the Peplink support bundle stated in the Service Schedule (for example PrimeCare or ResellerCare), which may include warranty, firmware access, InControl 2 and SpeedFusion entitlements and advance replacement.
- 2.2 **"FusionHub"** means Peplink's virtual SpeedFusion appliance that terminates tunnels in a data centre or cloud.
- 2.3 **"InControl 2"** means Peplink's cloud management platform for Peplink devices.
- 2.4 **"Peplink Device"** means Peplink or Pepwave hardware supplied for the Service (for example Balance, MAX, BR1 or BR2, EPX and SD Switch).
- 2.5 **"Peplink Terms"** means the Peplink documents listed in clause 4.
- 2.6 **"SpeedFusion"** means Peplink's technology that combines several WAN links into one encrypted virtual tunnel, with packet-level bonding, hot failover, forward error correction and WAN smoothing.
- 2.7 **"SpeedFusion Cloud"** means Peplink-hosted points of presence that terminate SpeedFusion tunnels, sold as a subscription with a data allowance.

3. Service description

- 3.1 What FirstNet provides. As stated in the Service Schedule: (a) a site survey (signal mapping, fibre availability, power and UPS sizing); (b) selection of links for carrier and technology diversity; (c) sizing and supply of Peplink Devices; (d) InControl 2 onboarding and management on the Customer's behalf; (e) design of tunnel termination on FusionHub or SpeedFusion Cloud; (f) pre-staging, installation and acceptance testing; (g) day-2 monitoring and ticketing through the FirstNet NOC; and (h) co-ordination of warranty claims and swap-outs.
- 3.2 What Peplink provides. Peplink provides the Peplink Devices, firmware, InControl 2, SpeedFusion Cloud and the Care Plan entitlements, under the Peplink Terms.
- 3.3 Performance. Bonding adds resilience and can add throughput up to the sum of the links, but the result depends on each link's quality, the SpeedFusion mode, encryption overhead and how each application behaves. FirstNet sizes the design on the Customer's real peak application needs and does not promise that bonding will double speed or that every session will survive every failure.
- 3.4 Links. Peplink bonds links but does not provide them. The Customer may bond FirstNet links, its own links, or both. FirstNet is not responsible for the performance of links it does not supply.
- 3.5 Satellite links in South Africa. For Sites in South Africa, only ICASA-licensed satellite services (for example FirstNet LEO Satellite on Eutelsat OneWeb) may be bonded. FirstNet will not install, configure or support bonding of Starlink at a South African Site.
- 3.6 Security. Peplink is the SD-WAN edge, not a full next-generation firewall. Perimeter security is a separate FirstNet service unless the Service Schedule says otherwise.
- 3.7 Pilot. FirstNet may agree a single-site pilot. The pilot's scope, duration and charges are stated in the Service Schedule.
- 3.8 What is not included. Unless the Service Schedule says otherwise: the links; the Customer's LAN; UPS and power; vehicle installation and wiring for in-vehicle units; and FusionHub hosting infrastructure.
- 3.9 Related services. These SST cover the Peplink Devices, SpeedFusion bonding and InControl 2. Where Peplink is the edge of a Managed SD-WAN design or a Modern Networking Package, the Managed SD-WAN and Modern Networking SST cover the overlay design and its management, and each link is covered by its own SST.

4. Peplink Terms

- 4.1 The Customer's use of Peplink products is subject to the following Peplink Terms, which the Customer accepts on order or first use (all checked 13 October 2026):
 - (a) Standard Hardware/Software Warranty Policy (last updated 29 March 2023),
<https://www.peplink.com/support/policies/standard-hardware-software-warranty-policy/>
 - (b) Peplink InControl 2, SpeedFusion Connect and FusionSIM Agreement (last updated 8 February 2024),
<https://www.peplink.com/support/policies/peplink-incontrol-2-speedfusion-connect-fusionsim-agreement/>
 - (c) End User License Agreement and Care Plans Terms and Conditions, listed at
<https://www.peplink.com/support/policies/>
- 4.2 Warranty pass-through. Peplink's standard hardware warranty is given by Peplink to the original end-user purchaser for 12 months from shipment or sales registration (whichever is later), is not transferable, and covers hardware bought from Peplink or an authorised partner in its assigned territory. Peplink's remedy is replacement. Peplink software is supplied without warranty. Extended warranty and advance replacement depend on the Care Plan in the Service Schedule. FirstNet passes through these warranties and does not add its own warranty on Peplink products, but co-ordinates claims, RMA and swap-outs for the Customer. This does not limit any right a Consumer has under sections 54, 55 and 56 of the CPA.
- 4.3 InControl 2 and SpeedFusion Cloud. The Peplink agreement in clause 4.1(b) allows Peplink to suspend access immediately where it determines that use poses a security risk, could harm Peplink or others, may be fraudulent or breaches that agreement, and to send data to its affiliates and third parties to provide the service. Peplink caps its own liability under that agreement. InControl 2 access depends on an active Care Plan, warranty or subscription and is not transferable between devices.

- 4.4 Peplink may change its products, firmware, Care Plans and terms, or end-of-life a Peplink Device. FirstNet is not liable for those changes but will tell the Customer and propose a remedy.

5. Customer responsibilities

- 5.1 The Customer must: (a) give FirstNet access to Sites and vehicles for survey, installation and maintenance; (b) provide power, preferably UPS-backed, at each Peplink Device; (c) keep the Peplink Devices in a suitable environment for their rating; (d) not tamper with, re-flash or move Peplink Devices without FirstNet's agreement; and (e) report loss, theft or damage promptly.
- 5.2 SIMs used in Peplink Devices are governed by the Mobile Data, LTE/5G and APN SST (or the Customer's own operator contract) and must be RICA-registered.
- 5.3 The Customer must not use Peplink products in breach of the Peplink Terms, including by reverse engineering them or reselling Peplink services to third parties.
- 5.4 The Customer must tell its users that device and connection data is processed in InControl 2 (see clause 8).

6. Provisioning and lead times

- 6.1 A single Site typically takes four to six weeks from order to acceptance, and a 50-site rollout typically four to six months in phased waves. These are indicative only and depend on survey results, link lead times and hardware availability.
- 6.2 Each Site is accepted against acceptance criteria agreed in advance (for example throughput, failover time and voice quality under a simulated link cut).

7. Service levels and support

- 7.1 Any service level for FirstNet's managed service is stated in the Service Schedule. Where none is stated, FirstNet uses reasonable endeavours and passes through Peplink's or the upstream provider's service level.
- 7.2 Hardware faults are handled under the Care Plan. With an advance replacement entitlement, FirstNet co-ordinates the replacement unit; otherwise replacement follows Peplink's RMA process. FirstNet holds spare units only where the Service Schedule says so.
- 7.3 Exclusions: faults on links not supplied by FirstNet; InControl 2, SpeedFusion Cloud or other Peplink platform outages; firmware defects (beyond FirstNet's obligation to escalate to Peplink); power at the Site; Customer changes; and force majeure.
- 7.4 Service credits apply only if the Service Schedule states them and are the Customer's sole financial remedy for missed service levels, without limiting termination rights under the Agreement.
- 7.5 Faults are logged with the FirstNet support centre at support@firstnet.co.za, through the support portal, or on 0861 989 896. FirstNet escalates platform issues to Peplink under the applicable Care Plan.

8. Data, privacy and security

- 8.1 InControl 2 and SpeedFusion Cloud process device data, link performance data, client device identifiers, GPS location (for devices with GPS, such as in-vehicle units) and usage data. FirstNet uses this data to manage the Service and acts as an operator for the Customer under POPIA.
- 8.2 Location. InControl 2 and SpeedFusion Cloud are Peplink-hosted services. Data in them is processed in the locations Peplink publishes for its service; where this is outside South Africa, FirstNet relies on the Peplink Terms and the protections in section 72 of POPIA. Data FirstNet hosts itself is stored in South Africa by default. Where the Customer self-hosts FusionHub, the Customer chooses the location.
- 8.3 Vehicle and staff location tracking through GPS-enabled Peplink Devices is the Customer's processing. The Customer must have a lawful basis and inform affected staff.
- 8.4 SpeedFusion tunnels are encrypted by default. The Customer must not ask FirstNet to disable encryption without assessing the risk.

- 8.5 The FirstNet Data Processing Annexure published at www.firstnet.co.za/legal-notices/ applies. FirstNet will notify the Customer without undue delay of a security compromise affecting the Customer's personal information.

9. Fees, licences and changes

- 9.1 Hardware, InControl 2, SpeedFusion Cloud, Care Plan, managed service and link charges are set out separately in the Service Schedule. This document contains no prices.
- 9.2 Hardware is a once-off purchase and ownership passes to the Customer on full payment, unless the Service Schedule says the hardware is supplied as part of the MRC and remains FirstNet's property.
- 9.3 Care Plans and subscriptions are bought for a fixed term, are non-refundable and cannot be cancelled mid-term, subject to clause 10.2 for a Consumer or a Small Business Customer.
- 9.4 SpeedFusion Cloud includes a data allowance; usage above it is charged as stated in the Service Schedule. LTE/5G data used during failover is charged under the Customer's mobile data service. FirstNet sizes data pools against expected failover hours and sets usage alerts, but the Customer remains responsible for usage.
- 9.5 Peplink charges in US dollars may be passed through at the exchange rate on the invoice date. Vendor price increases are passed on under the Agreement (clause 9.5 of the Standard Terms and Conditions), without mark-up and on at least 30 calendar days' written notice.

10. Term, cancellation and early termination

- 10.1 The managed service runs for the Initial Period in the Service Schedule and then month to month until cancelled by either party on 30 calendar days' written notice, or 90 calendar days' written notice where an upstream provider requires it, as stated in the Service Schedule.
- 10.2 Early termination before the end of the Initial Period: where the Customer is a Consumer or a Small Business Customer, a reasonable cancellation penalty under the Agreement (clause 19.3 of the Standard Terms and Conditions), determined on the factors in regulation 5 of the CPA Regulations, which takes into account committed Care Plans, subscriptions and unpaid hardware; otherwise the early termination charge in the Agreement (clause 19.2 of the Standard Terms and Conditions), and committed Care Plans and subscriptions (clause 19.4 of the Standard Terms and Conditions) and unpaid hardware also remain payable.
- 10.3 On termination FirstNet will transfer Customer-owned Peplink Devices to the Customer's own InControl 2 organisation, or release them, on request.

11. Suspension

- 11.1 FirstNet may suspend the Service for non-payment after the notice period in the Agreement, for breach of the Acceptable Use Policy or Peplink Terms, where Peplink suspends a subscription, to contain a security threat, or where required by law, court order or ICASA.

12. Liability specifics

- 12.1 The limits and exclusions of liability in the Agreement apply. This clause adds product-specific points only.
- 12.2 FirstNet is not liable for the performance of links it does not supply, for Peplink platform outages, or for loss of data in InControl 2 or SpeedFusion Cloud.
- 12.3 The Customer bears the risk of loss, theft or damage to Peplink Devices at its Sites and in its vehicles from delivery, other than damage caused by FirstNet.

13. Regulatory notes

- 13.1 Peplink Devices supplied by FirstNet for use in South Africa must be ICASA type-approved.
- 13.2 Only ICASA-licensed links may be bonded at South African Sites (see clause 3.5).
- 13.3 SIM-based links require RICA registration.
- 13.4 Complaints may be lodged under the FirstNet Complaints Procedure at www.firstnet.co.za/legal-notices/.

14. Changes to these terms

14.1 FirstNet may update these SST for changes in Peplink Terms, law or the Service, with at least 30 calendar days' written notice of material adverse changes. If the Customer is materially prejudiced, it may cancel the managed service without an early termination charge (but subject to clause 9.3) before the change takes effect.

14.2 The current version is published at www.firstnet.co.za/legal-notices/.

Bonded Connectivity (Peplink) | Version v2026.10c | Effective date: 1 November 2026

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