

SERVICE SPECIFIC TERMS / CONNECTIVITY

Business Broadband

Fibre, microwave, fixed wireless and LTE/5G access

VERSION
v2026.10c

EFFECTIVE
1 November 2026

REPLACES
FirstNet-Business-Broadband.pdf

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 Business Broadband supplied by FirstNet Technology Services (Pty) Ltd (registration number 2006/031608/07), 26 Augrabies Road, Waterfall Office Park, Midrand, 1686 ("FirstNet") to the Customer named in a Service Schedule.

1. Status and precedence

- 1.1 These Service Specific Terms ("SST") form part of the agreement between FirstNet and the Customer for Business Broadband. They are incorporated by reference into every Service Schedule, Scope of Work or quote that orders Business Broadband.
- 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"). The Service Schedule records what is ordered, the MRC, the NRC and the Initial Period.
- 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) Last-Mile Operator terms that FirstNet must pass on. Where a Last-Mile Operator imposes a mandatory restriction on how its network may be used, the Customer must comply with it.
- 1.4 Words defined in the Agreement have the same meaning here.
- 1.5 Business Broadband is also subject to the FirstNet Acceptable Use Policy and the FirstNet Broadband Fair Use Policy, both published at www.firstnet.co.za/legal-notices/.

2. Definitions

- 2.1 **"Access Type"** means the last-mile medium used to deliver the Service at a Site: Fibre, Microwave, Fixed Wireless or LTE/5G.
- 2.2 **"Best Effort"** means FirstNet does not guarantee throughput beyond the FirstNet core network. Actual speed varies with network conditions, internet routing, the Customer's equipment and the remote server. A web-based speed test on its own is not proof of under-performance.
- 2.3 **"Contention"** means the number of users sharing the same capacity. "Uncontended" means not shared.
- 2.4 **"CPE"** (customer premises equipment) means the FirstNet-managed router and, where applicable, the outdoor radio, antenna or wireless unit, that FirstNet installs at the Site.
- 2.5 **"CSRS"** (Customer Site Requirements Specification) means the document that sets out what the Customer must provide at a Site (for example power, rack or mast space, ducting and access).
- 2.6 **"Fibre"** means business fibre broadband delivered over a Layer 2 access circuit from a Last-Mile Operator, symmetric or asymmetric as stated in the Service Schedule.
- 2.7 **"Fixed Wireless"** means packaged fixed wireless access (including fixed 5G) delivered to a fixed Site over a Last-Mile Operator's platform.

- 2.8 **"Last-Mile Operator"** means the ICASA-licensed network operator that provides the access circuit or wireless access to the Site (a fibre network operator, licensed wireless operator or mobile network operator).
- 2.9 **"LTE/5G"** means mobile broadband delivered over a mobile network operator's network using a SIM in the CPE.
- 2.10 **"Maintenance Window"** means a period for planned work that FirstNet notifies to the Customer at least 48 hours in advance, scheduled outside Business Hours where reasonably possible.
- 2.11 **"Microwave"** means licensed point-to-point or point-to-multipoint radio access from a high site to the Site, delivered through an ICASA-licensed wireless operator on approved spectrum.
- 2.12 **"Service"** means FirstNet Business Broadband as described in clause 3 and the Service Schedule.
- 2.13 **"Service Handover Form"** or "SHF" has the meaning given in the Agreement.
- 2.14 **"Site"** means the Customer premises named in the Service Schedule at which the Service is delivered.

3. Service description

- 3.1 What FirstNet provides. The Service is a managed internet access service. FirstNet procures a Layer 2 access circuit (or wireless access) from a Last-Mile Operator and runs its own IP internet service over it, from the FirstNet core network to an Ethernet handoff on the CPE at the Site.
- 3.2 Access Types. FirstNet selects the Access Type for each Site after a feasibility check. Unless the Service Schedule says otherwise, FirstNet assesses Fibre first and then, where Fibre is not feasible, Microwave, then Fixed Wireless, then LTE/5G. LEO satellite is a separate service under the LEO Satellite Connectivity SST.
- 3.3 Standard inclusions. Unless the Service Schedule says otherwise, each Fibre Service includes: (a) the access circuit; (b) a FirstNet-managed CPE; (c) up to two static public IPv4 addresses, one used on the CPE and one available to the Customer; and (d) proactive monitoring of the CPE (up/down status and bandwidth). Microwave includes the licensed radio link, an indoor router and monitoring. Fixed Wireless typically includes one static public IP address. On LTE/5G, a static public IP address is optional; without it the Service may use shared (CGNAT) dynamic addressing.
- 3.4 Performance characteristics.
 - 3.4.1 Fibre is uncapped and Best Effort by default. Local (on-net) traffic is Uncontended. International traffic is Uncontended except during an undersea cable failure, when contention on international traffic may rise to a maximum of 1:4 until capacity is restored.
 - 3.4.2 Microwave is engineered fixed access. Throughput is not guaranteed unless the Service Schedule describes a dedicated or premium variant. Higher-frequency links can be affected by severe weather.
 - 3.4.3 Fixed Wireless is a contended, Best Effort service. Speeds are typically asymmetric and depend on technology, distance and network load.
 - 3.4.4 LTE/5G is a Best Effort service. Performance varies with signal strength and mobile network load and can be affected by tower power outages and radio interference. LTE/5G carries no availability target unless the Service Schedule states one.
- 3.5 Dedicated variants. A dedicated (Uncontended) Fibre variant or a premium service level is available only where the Service Schedule expressly says so. For committed, symmetric bandwidth with an engineered service level, see the Dedicated Internet Access and IP Transit SST.
- 3.6 NAT option. If the Customer selects network address translation (NAT) on the CPE, FirstNet provides one static public IP address mapped to the Customer's private range. The Customer remains responsible for securing its own network behind the CPE.
- 3.7 What is not included. Unless the Service Schedule says otherwise, the Service does not include: (a) the Customer's LAN, Wi-Fi, firewall or SD-WAN configuration; (b) in-building cabling beyond the CPE handoff; (c) construction, trenching or wayleave costs above the standard installation; (d) any guaranteed throughput on Best Effort Access Types; or (e) managed security services.

- 3.8 Temporary wireless. Where LTE/5G is supplied as a temporary service while a Fibre or Microwave primary is built, it has the Initial Period stated in the Service Schedule, carries no service level and is subject to coverage and landlord approval.

4. Last-Mile Operator terms

- 4.1 FirstNet uses ICASA-licensed Last-Mile Operators only. The operator used at each Site is chosen by FirstNet and may be named in the Service Schedule. Last-Mile Operators include fibre network operators, licensed wireless operators and mobile network operators. FirstNet will tell the Customer which operator serves a Site on request.
- 4.2 Each Last-Mile Operator's network terms and acceptable use rules apply to the access circuit. FirstNet will give the Customer a copy of, or a link to, any operator rule that restricts the Customer's use of the Service on request.
- 4.3 Availability targets, repair times and service credits on the access circuit are set by the Last-Mile Operator. FirstNet passes them through under clause 7 and does not add its own commitments on the access circuit unless the Service Schedule says so.
- 4.4 A Last-Mile Operator may suspend or change its access service for planned work, emergencies, regulatory reasons or breach of its rules. FirstNet is not liable for a Last-Mile Operator's acts or omissions, but it will manage the fault or change with the operator on the Customer's behalf.
- 4.5 Where a Last-Mile Operator withdraws service at a Site, FirstNet will propose an alternative Access Type or operator. If no reasonable alternative exists, either party may cancel the affected Service on 30 calendar days' written notice without an early termination charge.

5. Customer responsibilities

- 5.1 The Customer must, at no cost to FirstNet and as set out in the CSRS: (a) provide power, rack or mast space, ducting and a suitable environment for the CPE; (b) obtain landlord, body corporate, municipal and other third-party consents for installation and use; (c) give FirstNet and its contractors safe access to the Site during agreed windows; and (d) tell FirstNet in advance about health and safety requirements (for example PPE, inductions or restricted hours).
- 5.2 The Customer must not move, open, reconfigure or replace the CPE without FirstNet's written consent. The CPE and all IP addresses allocated to the Service remain FirstNet's property.
- 5.3 Customer-supplied network equipment connected in place of FirstNet CPE must be ICASA type-approved and approved in writing by FirstNet engineering.
- 5.4 For LTE/5G, the Customer must supply RICA documentation for each SIM before activation (see clause 13).
- 5.5 The Customer must use the Service lawfully and in line with the Acceptable Use Policy and the Broadband Fair Use Policy, and must not resell the Service unless the Service Schedule allows it.
- 5.6 The Customer is responsible for its own LAN, firewall, credentials and the security of devices behind the CPE.

6. Provisioning and lead times

- 6.1 Every order is subject to feasibility. Desktop feasibility is confirmed by a Last-Mile Operator quote and, for Microwave and Fixed Wireless, by a site survey. Feasibility can change once detailed planning is done; if it does, FirstNet will tell the Customer and either party may withdraw the affected order without charge before installation starts.
- 6.2 Lead times are indicative only and depend on the Access Type, construction, wayleaves and third-party approvals. Lead times start once all approvals are in place.
- 6.3 FirstNet will deliver a Service Handover Form within two Business Days of completing installation. The Customer has two Business Days from receipt to test the Service against the specification in the Service Schedule and to notify FirstNet in writing of any failure. If the Customer does not object in that time, the Service is accepted.
- 6.4 If the Customer notifies a failure, FirstNet will remedy it, re-test and issue a revised SHF, and clause 6.3 applies again.
- 6.5 Billing starts on the Service Commencement Date.

7. Service levels and support

- 7.1 Any service level for the Service is stated in the Service Schedule. Where none is stated, FirstNet uses reasonable endeavours and passes through the Last-Mile Operator's service level for the access circuit. Availability on the access circuit depends on the Last-Mile Operator and the Access Type. LTE/5G has no availability target unless the Service Schedule states one.
- 7.2 Service credits. Service credits apply only where the Service Schedule states them. Where they apply: (a) they are calculated on the Last-Mile Operator's service level for the access circuit; (b) FirstNet claims them from the operator and passes them to the Customer once received; (c) the Customer must log the fault with FirstNet for downtime to count; and (d) service credits are the Customer's sole financial remedy for failing to meet the availability target, without limiting the Customer's right to terminate for material or repeated breach under the Agreement.
- 7.3 Exclusions. Downtime does not count towards an availability target where it results from: (a) planned maintenance in the Maintenance Window or notified at least 48 hours in advance; (b) the Customer's equipment, power, LAN or configuration; (c) the Customer's failure to give access or approvals; (d) suspension under clause 11; (e) faults that cannot be reproduced; (f) force majeure, including widespread load-shedding, vandalism and cable theft outside FirstNet's control; or (g) traffic in excess of the ordered bandwidth.
- 7.4 Planned maintenance that may interrupt the Service will not be performed at the same time on two diverse paths that carry the same Customer Service.
- 7.5 Fault reporting. The Customer must log faults with the FirstNet support centre at support@firstnet.co.za or through the support portal, or by phone on 0861 989 896. FirstNet issues a ticket reference for each fault. FirstNet's NOC monitors the CPE 24 hours a day, liaises with the Last-Mile Operator and drives restoration.
- 7.6 Support hours. Standard support is during Business Hours with after-hours callout for severity 1 faults (total loss of service at a Site), unless the Service Schedule provides a higher tier. Escalation runs from the support centre to the Customer's Service Manager and then to FirstNet product management. The FirstNet Rapid Response Services Guide (SOP-SVC-RR-001) describes the process.
- 7.7 Customer changes. The Customer may request moves, adds, changes and deletions through the support centre. FirstNet will use reasonable efforts to complete them within its published change timelines. Changes that need a new access circuit, CPE or site work are quoted separately.

8. Data, privacy and security

- 8.1 To provide the Service FirstNet processes limited personal information: contact details of the Customer's staff, Site details, RICA information for SIM-based services, IP address allocations, and traffic metadata (usage volumes and connection logs) needed for operation, billing, security and legal compliance. FirstNet does not inspect the content of the Customer's traffic except where required by law.
- 8.2 For personal information the Customer provides, FirstNet acts as an operator for the Customer under POPIA, and the Customer is the responsible party. For RICA records, traffic records FirstNet must keep by law, and FirstNet's own billing and account records, FirstNet is a responsible party in its own right.
- 8.3 FirstNet stores Customer records, monitoring records and flow records in South Africa. Last-Mile Operators receive Site and contact details needed to install and repair the access circuit.
- 8.4 FirstNet secures personal information under its information security management system, certified to ISO/IEC 27001:2022 by INTERCERT (certificate IC-IS-2512139). If FirstNet becomes aware of a security compromise affecting the Customer's personal information, it will notify the Customer without undue delay so the Customer can meet its obligations under section 22 of POPIA.
- 8.5 The FirstNet Data Processing Annexure, published at www.firstnet.co.za/legal-notice/, applies to FirstNet's processing of personal information as an operator and prevails over this clause 8 if they conflict.

9. Fees, licences and changes

- 9.1 The MRC, NRC and any usage charges are set out in the Service Schedule. This document contains no prices.

- 9.2 Non-recurring installation fees may be reduced or waived on longer Initial Periods, as stated in the Service Schedule.
- 9.3 Last-Mile Operator price increases may be 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. Annual escalation is by CPI under clause 3.7 of the Standard Terms and Conditions.
- 9.4 Upgrades. The Customer may upgrade the bandwidth at any time on one calendar month's written notice. The upgrade takes effect from the first day of the month after the notice period. FirstNet will state in the upgrade quote whether the upgrade requires a new Initial Period; any new Initial Period must be agreed in writing by the Customer and may not exceed 12 months from the upgrade date.
- 9.5 Downgrades are allowed only at the end of the Initial Period unless the Service Schedule says otherwise.

10. Term, cancellation and early termination

- 10.1 Each Service starts on the Service Commencement Date and runs for the Initial Period stated in the Service Schedule (typically 12, 24 or 36 months).
- 10.2 After the Initial Period the Service continues month to month until either party cancels it on 30 calendar days' written notice, or 90 calendar days' written notice where the Last-Mile Operator requires it (for example MTN), as stated in the Service Schedule.
- 10.3 Early termination. If the Customer cancels a Service before the end of its Initial Period, the early termination charge is: (a) 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 and taking into account the remaining term, the NRC FirstNet has not yet recovered, and any amount FirstNet must pay the Last-Mile Operator; and (b) for all other customers, the early termination charge in the Agreement (clause 19.2 of the Standard Terms and Conditions), being 100% of the MRC for each remaining month of the first 12 months of the Initial Period plus 90% of the MRC for each remaining month of the Initial Period after the first 12 months. No separate decommissioning fee is payable unless the Service Schedule states one.
- 10.4 Cancellation before installation. If the Customer cancels after FirstNet has placed the order with the Last-Mile Operator but before the Service Commencement Date, the Customer must pay the costs FirstNet has reasonably incurred and cannot recover, including any Last-Mile Operator cancellation or build charges.
- 10.5 On termination the Customer must make the CPE available for collection within 10 Business Days. If CPE is not returned or is damaged beyond fair wear and tear, FirstNet may charge its replacement cost.

11. Suspension

- 11.1 FirstNet may suspend all or part of the Service, with notice where practical: (a) for non-payment, after the notice period in the Agreement; (b) for a breach of the Acceptable Use Policy or Broadband Fair Use Policy that the Customer does not remedy after notice, or immediately for serious abuse (for example a denial of service attack or spam originating from the Site); (c) where the Service poses a security risk to FirstNet's network or other customers; (d) where a Last-Mile Operator suspends the access circuit; or (e) where required by law, a court order or ICASA.
- 11.2 FirstNet will restore the Service once the reason for suspension is resolved. During a suspension caused by the Customer, the MRC remains payable.

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 the public internet beyond its network, or for third-party websites and services.
- 12.3 FirstNet is not responsible for loss caused by the Customer's failure to secure its network behind the CPE, including when NAT or a public IP is used.

- 12.4 Where FirstNet supplies CPE on loan, FirstNet bears the risk of manufacturer defects and replaces faulty CPE at its discretion. The Customer bears the risk of loss, theft or damage to CPE at the Site, other than fair wear and tear and damage caused by FirstNet.

13. Regulatory notes

- 13.1 Licensing. FirstNet provides electronic communications services under the individual licences held by its group company First Technology (Pty) Ltd (I-ECNS 0054/IECNS/JAN/09 and I-ECS 0054/IECS/JAN/09). Access circuits are procured only from ICASA-licensed operators. CPE that FirstNet installs must be ICASA type-approved.
- 13.2 RICA. SIM-based Services (LTE/5G and some Fixed Wireless) require registration under the Regulation of Interception of Communications and Provision of Communication-Related Information Act 70 of 2002. FirstNet will not activate a SIM until registration is complete. The Customer must tell FirstNet immediately if a SIM is lost, stolen or moved to another person.
- 13.3 ECTA. FirstNet is a member of ISPA and follows the take-down procedure under section 77 of the Electronic Communications and Transactions Act 25 of 2002.
- 13.4 Complaints. The Customer may lodge a complaint under the FirstNet Complaints Procedure published at www.firstnet.co.za/legal-notices/. If a complaint is not resolved, the Customer may refer it to ICASA under the End-User and Subscriber Service Charter Regulations.
- 13.5 Emergency calls. The Service is a data service. It does not provide access to emergency numbers (10111, 112) unless a separate FirstNet voice service is ordered.

14. Changes to these terms

- 14.1 FirstNet may update these SST to reflect changes in law, regulation, Last-Mile Operator terms or the Service. FirstNet will give at least 30 calendar days' written notice of material changes that adversely affect the Customer. If the Customer is materially prejudiced, it may cancel the affected Service without an early termination charge before the change takes effect.
- 14.2 The current version is published at www.firstnet.co.za/legal-notices/.

Business Broadband | Version v2026.10c | Effective date: 1 November 2026

Published by FirstNet Technology Services (Pty) Ltd (registration number 2006/031608/07), 26 Augrabies Road, Waterfall Office Park, Midrand, 1686 | 0861 989 896 | support@firstnet.co.za

Published by FirstNet Technology Services (Pty) Ltd, registration number 2006/031608/07. Business Broadband, v2026.10c. The current version of every FirstNet legal document is at www.firstnet.co.za/legal-notices/.