

SERVICE SPECIFIC TERMS / CLOUD

Cloud Migration Services

Migration to Microsoft Azure, Microsoft 365 and FirstNet Private Cloud

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 professional services that FirstNet provides to plan, migrate and modernise the Customer's workloads, including discovery and estate audits, landing zone design, Microsoft 365 and Google Workspace migrations, Azure migrations, Azure Virtual Desktop and Windows 365 deployments, hybrid identity, migrations into FirstNet Private Cloud, application modernisation and post-migration assurance ("Migration Services").

1. Status and precedence

- 1.1 These Service Specific Terms ("SST") form part of the agreement between FirstNet Technology Services (Pty) Ltd (registration number 2006/031608/07) ("FirstNet") and the Customer, being the FirstNet Standard Terms and Conditions or, where the Customer has signed one, the Customer's Master Services Agreement with FirstNet (the "Agreement").
- 1.2 Each Migration Services engagement is described in a Service Schedule in the form of a scope of work ("Scope of Work"), which records the objectives, in-scope workloads, Deliverables, assumptions, dependencies, Customer responsibilities, milestones, acceptance criteria, the commercial basis (fixed price or time and materials) and the NRC or rates.
- 1.3 If documents conflict, they apply in this order: (a) the Scope of Work, for scope, Deliverables, assumptions, milestones and commercial items; (b) these SST; (c) the Agreement (including the Data Processing Annexure and the Acceptable Use Policy); (d) Vendor Terms. Where Vendor Terms impose a mandatory restriction on the use of a Vendor's product, the Customer must comply with it.
- 1.4 Words defined in the Agreement have the same meaning in these SST.

2. Definitions

- 2.1 In these SST:
 - 2.1.1 **"Acceptance Criteria"** means the objective criteria in the Scope of Work against which a Deliverable or migration wave is tested;
 - 2.1.2 **"Change Request"** means a written request to change the Scope of Work under clause 9.3;
 - 2.1.3 **"Cutover"** means the planned switch of a workload or user group from the source environment to the target environment;
 - 2.1.4 **"Deliverable"** means a document, design, configuration, migrated workload or other output that the Scope of Work says FirstNet will deliver;
 - 2.1.5 **"Migration Wave"** means a group of workloads or users migrated together in one planned Cutover;
 - 2.1.6 **"Rollback Plan"** means the documented steps to return a workload to the source environment if a Cutover fails;
 - 2.1.7 **"Source Environment"** and **"Target Environment"** mean the environment the Customer is migrating from and to.

3. Service description

- 3.1 What FirstNet provides. FirstNet will perform the Migration Services and provide the Deliverables described in the Scope of Work, with reasonable skill and care and in accordance with good industry practice. Typical phases are discovery (inventory, dependency mapping and readiness), design (landing zone, identity, network and security baseline), pilot, Migration Waves with rehearsal and Rollback Plans, modernisation and post-migration assurance. Each engagement includes only the phases stated in its Scope of Work.
- 3.2 Timelines. Timelines in a proposal or on FirstNet's website (for example a Microsoft estate audit of typically 2 to 4 weeks) are estimates. Milestone dates in the Scope of Work depend on the assumptions and Customer responsibilities in it.
- 3.3 What is not included. Unless the Scope of Work says otherwise, Migration Services do not include: (a) licences or subscriptions for the Target Environment (ordered under the relevant SST, such as Microsoft Cloud (CSP) or Private Cloud); (b) fixing defects in, or upgrading, the Customer's applications or data; (c) remediation of security weaknesses found during discovery beyond those listed in the Scope of Work; (d) end-user device support; (e) ongoing operation of the Target Environment after handover; or (f) data cleansing, de-duplication or classification.
- 3.4 No guarantee of third-party compatibility. FirstNet does not warrant that the Customer's applications, databases, integrations, add-ins or third-party software will work in the Target Environment, will be supported by their vendors there, or can be licensed there on the same terms. FirstNet will identify compatibility risks it finds during discovery, but the Customer is responsible for confirming support and licensing with its software vendors.

4. Vendor Terms

- 4.1 Migration Services may use tools provided by Microsoft, Veeam, Broadcom (VMware) or other vendors (for example Microsoft migration tools, Azure Migrate or Veeam replication), and target platforms subject to their own terms. The Vendor Terms of the Target Environment (for example the Microsoft Customer Agreement for Microsoft 365 or Azure) apply to the Target Environment. Where a migration tool requires the Customer to accept vendor terms or grant consent in its tenant, the Customer must do so. Where FirstNet uses a third-party migration tool that is licensed per user or per mailbox, the Scope of Work names the tool and the terms that apply to it.
- 4.2 FirstNet passes through the warranties that vendors give for their tools and platforms and adds none of its own for them.

5. Customer responsibilities

- 5.1 The Customer must:
 - 5.1.1 appoint a project sponsor and a single point of contact with authority to make decisions, approve changes and sign off Deliverables;
 - 5.1.2 give FirstNet timely, accurate and complete information about the Source Environment, including inventories, dependencies, credentials, licences and known issues, and tell FirstNet about any data subject to special legal requirements;
 - 5.1.3 give FirstNet the access it needs (including administrator access through least-privileged, time-bound accounts or GDAP, VPN access and site access) and revoke it when the engagement ends;
 - 5.1.4 make its staff, application owners and third-party vendors available as set out in the Scope of Work;
 - 5.1.5 ensure it has a current, tested backup of all data and systems in scope before any Migration Wave starts. FirstNet's Rollback Plan relies on the Source Environment remaining intact until the Customer accepts the migrated workload;
 - 5.1.6 approve change windows, communicate with its users, and carry out user acceptance testing;
 - 5.1.7 hold valid licences for software in the Source and Target Environments;
 - 5.1.8 not make changes to the Source Environment during a Migration Wave without telling FirstNet; and
 - 5.1.9 make the decisions that are the Customer's to make, including what data to migrate, archive or delete, and retention settings.

- 5.2 Customer delays. If the Customer does not perform its responsibilities on time, or an assumption in the Scope of Work proves wrong, FirstNet is not responsible for resulting delays, the affected milestone dates move accordingly, and FirstNet may charge for idle time, rework and re-planning at the rates in the Scope of Work, through a Change Request.

6. Provisioning and lead times

- 6.1 FirstNet will start the engagement on the start date in the Scope of Work or, if none is stated, within a reasonable time after the Scope of Work is signed and any deposit is paid, subject to resource availability. Lead times are indicative only.

7. Delivery, acceptance and support

- 7.1 Cutover. Each Cutover will be planned with a Rollback Plan and a change window agreed with the Customer. FirstNet may postpone or roll back a Cutover where, in its reasonable opinion, continuing would put data or service at unacceptable risk, and will tell the Customer immediately.
- 7.2 Acceptance. When FirstNet tells the Customer that a Deliverable or Migration Wave is ready, the Customer must test it against the Acceptance Criteria within 5 Business Days (or the period in the Scope of Work) and either accept it in writing or give a written list of specific failures to meet the Acceptance Criteria. FirstNet will fix the failures and re-submit the item, and the same process applies.
- 7.3 Deemed acceptance. A Deliverable or Migration Wave is accepted on the earlier of: (a) written acceptance; (b) the end of the test period without a written list of failures; or (c) the Customer using it in production, other than for testing. Minor defects that do not prevent use do not stop acceptance and will be fixed as part of the engagement.
- 7.4 Warranty period. For the warranty period stated in the Scope of Work (or, if none is stated, a reasonable period) after acceptance, FirstNet will correct, at no charge, any failure of an accepted Deliverable to meet its Acceptance Criteria that is caused by FirstNet's work and reported in writing. This is the Customer's main remedy for defective Migration Services, subject to the Agreement.
- 7.5 Support during the engagement is provided by the FirstNet project team. Faults in services already in production are logged through Rapid Response under the Rapid Response Services Guide.

8. Data, privacy and security

- 8.1 Roles. In performing Migration Services, FirstNet processes Customer Data, including personal information, as the Customer's operator under POPIA and the Data Processing Annexure, only for the purposes of the engagement and on the Customer's instructions.
- 8.2 Data handling. FirstNet will:
- 8.2.1 access and move only the data that is in scope, using encrypted channels;
 - 8.2.2 store any temporary copies of Customer Data (for example staging or seeding copies) in South Africa, on FirstNet-controlled or Customer-approved systems, unless the Scope of Work states otherwise, and securely delete them within 30 days after the related Migration Wave is accepted, or earlier on request;
 - 8.2.3 use named, individually accountable engineer accounts and keep a record of administrative access; and
 - 8.2.4 notify the Customer of any Security Compromise affecting Customer Personal Information as set out in clause 8 of the Data Processing Annexure (immediately, and in any event without undue delay).
- 8.3 Cross-border transfer. Where the Target Environment is hosted outside South Africa (for example a Microsoft Azure or Microsoft 365 region outside South Africa), migrating data to it is a transfer that the Customer instructs. The Customer is responsible for choosing the Target Environment region and for having a lawful basis for the transfer under section 72 of POPIA. FirstNet will confirm the region in the design before migration.
- 8.4 Source Environment decommissioning. FirstNet does not delete or decommission the Source Environment unless the Scope of Work says so and the Customer instructs it in writing after acceptance.

9. Fees, changes and expenses

- 9.1 Fees are stated in the Scope of Work as a fixed price, time and materials rates, or a combination. This document states no prices.
- 9.2 Fixed price engagements are priced on the assumptions in the Scope of Work. Time and materials work is billed monthly in arrears on time recorded, unless the Scope of Work states otherwise. Out-of-hours work requested by the Customer is billed at the out-of-hours rates in the Scope of Work.
- 9.3 Change control. Either party may propose a change to scope, Deliverables, timing or assumptions by Change Request. FirstNet will assess the impact on fees, timeline and risk. No change is binding until both parties sign the Change Request. FirstNet is not obliged to perform out-of-scope work without a signed Change Request.
- 9.4 Expenses. Reasonable travel and accommodation for work away from FirstNet's offices, and other expenses, are billed at cost only if the Scope of Work allows them or the Customer approves them in advance.

10. Term, cancellation and early termination

- 10.1 A Scope of Work starts when signed and ends when all Deliverables are accepted, unless it ends earlier under the Agreement or this clause.
- 10.2 Either party may cancel a Scope of Work on 10 Business Days' written notice. If the Customer cancels (other than for FirstNet's breach), the Customer must pay for work performed up to the cancellation date, non-cancellable third-party costs committed for the engagement, and, for a fixed price engagement, a proportion of the fixed price matching the work completed. FirstNet will hand over work in progress.
- 10.3 Where the Customer is a Consumer, the CPA applies, including its rules on cancellation and reasonable cancellation penalties.

11. Suspension

- 11.1 FirstNet may suspend Migration Services as allowed by the Agreement (non-payment after notice, a breach of the Acceptable Use Policy, a security risk or a legal order). FirstNet will not suspend in the middle of a Cutover where doing so would leave Customer systems in an unstable state, unless required by law.

12. Liability specifics

- 12.1 FirstNet's liability is limited as set out in the Agreement. In addition, FirstNet is not liable for:
 - 12.1.1 loss of data where the Customer did not have a current backup as required by clause 5.1.5, except to the extent caused by FirstNet's negligence;
 - 12.1.2 incompatibility of the Customer's applications or third-party software with the Target Environment (clause 3.4);
 - 12.1.3 downtime during an approved change window, or caused by Customer delays, inaccurate information or changes to the Source Environment; or
 - 12.1.4 the performance, availability or pricing of a third-party Target Environment.
- 12.2 Nothing in this clause limits liability for FirstNet's gross negligence, fraud or wilful misconduct, or liability that cannot be limited under the CPA.

13. Intellectual property and regulatory notes

- 13.1 Ownership. The Customer owns its data and, on payment, the Customer-specific Deliverables (for example its designs, runbooks and configurations). FirstNet keeps its pre-existing materials, tools, scripts, templates and know-how, and grants the Customer a non-exclusive, perpetual licence to use any of them included in a Deliverable for its internal purposes.
- 13.2 The Customer is responsible for any records retention, sector-specific or regulator notification requirements that apply to moving its systems (for example notifying a financial sector regulator of a material outsourcing or cloud move).

14. Changes to these terms

- 14.1 FirstNet may update these SST by publishing a new version at www.firstnet.co.za/legal-notices/, with at least 30 days' notice of material adverse changes. A signed Scope of Work continues under the version in force when it was signed, unless both parties agree otherwise.

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