

SERVICE SPECIFIC TERMS / CONNECTIVITY

Cloud Private Peering

Private connectivity to AWS, Microsoft Azure and Google Cloud, and direct peering to Microsoft 365

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EFFECTIVE
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REPLACES
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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 Cloud Private Peering supplied by FirstNet Technology Services (Pty) Ltd (registration number 2006/031608/07), 26 Augrabies Road, Waterfall Office Park, Midrand, 1686 ("FirstNet"). They replace the FirstNet AWS Direct Connect terms and extend them to Microsoft and Google Cloud.

1. Status and precedence

- 1.1 These Service Specific Terms ("SST") are incorporated by reference into every Service Schedule, Scope of Work or quote that orders Cloud Private Peering.
- 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 the Cloud Provider, connection type, port or circuit capacity, handoff location, MRC, NRC and 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) Vendor Terms. Where Vendor Terms impose a mandatory restriction on use of the Cloud Provider's service, the Customer must comply with it.
- 1.4 Words defined in the Agreement have the same meaning here. The FirstNet Acceptable Use Policy applies.
- 1.5 The Customer's cloud subscription (for example its AWS account, Azure subscription or Google Cloud project) is a contract between the Customer and the Cloud Provider. These SST do not make FirstNet a party to it. If FirstNet also resells the Customer's cloud subscription, that resale is governed by a separate Service Schedule and SST.

2. Definitions

- 2.1 **"Cloud Provider"** means Amazon Web Services ("AWS"), Microsoft (Azure and Microsoft 365) or Google (Google Cloud), as named in the Service Schedule.
- 2.2 **"Cloud Connection"** means the Cloud Provider's private connectivity product used for the Service: AWS Direct Connect (dedicated or hosted connection), Azure ExpressRoute (including ExpressRoute Direct and ExpressRoute through an exchange provider) or Google Cloud Dedicated Interconnect.
- 2.3 **"Cloud Port Charges"** means the port, circuit, virtual interface, attachment and data transfer charges the Cloud Provider bills for the Cloud Connection.
- 2.4 **"Cross-Connect"** means the physical fibre connection inside a Peering Facility between FirstNet's equipment (or an exchange provider's) and the Cloud Provider's equipment.
- 2.5 **"Demarcation Point"** means the point at which FirstNet's responsibility ends, being the Cloud Provider's (or the exchange provider's) side of the Cross-Connect or virtual circuit, as stated in the Service Schedule.

- 2.6 **"Direct Peering"** means settlement-free or paid IP peering between FirstNet's Autonomous System and a Cloud Provider's network (at an internet exchange or by private network interconnect), which FirstNet uses to carry the Customer's internet traffic to that Cloud Provider's public services. For Microsoft, it includes Microsoft Azure Peering Service ("MAPS"), Microsoft's programme for optimised internet routing from a partner's network to Microsoft services.
- 2.7 **"LOA"** means a letter of authorisation (and connecting facility assignment) issued by a Cloud Provider or Peering Facility authorising a Cross-Connect.
- 2.8 **"Peering Facility"** means the data centre in which the Cloud Connection is handed off, as stated in the Service Schedule.
- 2.9 **"Vendor Terms"** means the Cloud Provider documents listed in clause 4 and the Peering Facility's terms for Cross-Connects.
- 2.10 **"Service Downtime"** has the meaning given in clause 2.9 of the Dedicated Internet Access and IP Transit SST, measured up to the Demarcation Point.

3. Service description

- 3.1 The Service has two forms. The Service Schedule states which applies.
- 3.2 Form A, Private Cloud Connection. FirstNet provides: (a) a dedicated circuit from the Customer's Site to the Peering Facility over FirstNet's network (or a Last-Mile Operator's circuit procured by FirstNet), delivered as a Layer 2 Ethernet service; (b) the Cross-Connect to the Cloud Provider or exchange provider, ordered under the Customer's LOA; (c) where the Service Schedule says so, provisioning of a hosted Cloud Connection (for example an AWS Direct Connect hosted connection) of the capacity in the Service Schedule; and (d) BGP and VLAN configuration up to the Demarcation Point.
- 3.3 Form B, Direct Peering. Where the Customer buys FirstNet internet access (DIA or Business Broadband), FirstNet routes the Customer's traffic to the Cloud Provider's public services (for example Microsoft 365 and public Azure, AWS and Google Cloud endpoints) over FirstNet's Direct Peering where it exists, including Microsoft Azure Peering Service for Microsoft services. Direct Peering is a routing feature of FirstNet internet access, not a private connection, and carries no separate service level. FirstNet may change its peering arrangements at any time.
- 3.4 Delivery model. The Service Schedule states how Form A is delivered. Unless it states that FirstNet provisions a hosted Cloud Connection, Form A is delivered as: (a) a dedicated port the Customer orders from the Cloud Provider, connected by FirstNet's circuit and Cross-Connect; or (b) a Cloud Connection through the exchange provider named in the Service Schedule, which FirstNet connects to.
- 3.5 FirstNet's Cloud Provider status. (a) AWS: FirstNet provides AWS Direct Connect through First Horizon's AWS partner arrangement. FirstNet can provide both hosted and dedicated AWS Direct Connect connections; the Service Schedule states which applies. For a dedicated connection the Customer orders the port from AWS and FirstNet connects it. (b) Microsoft: FirstNet is a Microsoft Azure Peering Service (MAPS) partner. MAPS applies to Direct Peering (Form B). Azure ExpressRoute under Form A is delivered as clause 3.4 describes. (c) Google: FirstNet does not hold Google Cloud partner status. For Google Cloud, Form A is delivered as Dedicated Interconnect: the Customer orders the Dedicated Interconnect port from Google and FirstNet provides the circuit and Cross-Connect to it.
- 3.6 Capacity. Cloud Connection capacities are set by the Cloud Provider and change over time. The capacity, number of virtual interfaces or attachments, and redundancy model ordered are stated in the Service Schedule. FirstNet does not promise any capacity the Cloud Provider does not offer at the chosen location.
- 3.7 Redundancy. A single Cloud Connection is a single point of failure. The Cloud Providers recommend redundant connections, ideally in different facilities. FirstNet will offer a redundant design; if the Customer orders a single connection, it accepts that risk.
- 3.8 What is not included. Unless the Service Schedule says otherwise, the Service does not include: Cloud Port Charges; the Customer's cloud subscription; configuration of the Customer's cloud networking (for example VPCs, virtual network gateways, transit gateways or Cloud Routers) beyond advice; the Customer's on-premises routing and firewalls; or any cloud workload.

4. Vendor Terms

- 4.1 The Customer's use of the Cloud Connection is governed by the Cloud Provider's terms, which the Customer accepts with the Cloud Provider when it creates or accepts the Cloud Connection in its cloud account. The current documents are:
- (a) AWS: AWS Service Terms, section 16 (AWS Direct Connect), <https://aws.amazon.com/service-terms/> (checked 13 October 2026). Section 16 records, among other things, that the customer is responsible for protecting its Direct Connect connections, that its relationship with the data centre operator or connectivity provider is separate from AWS, and that if a Direct Connect connection is unavailable AWS may route traffic over the public internet (or over an IPsec VPN for Amazon VPC resources) with standard data transfer charges.
 - (b) Microsoft: Microsoft Product Terms, <https://www.microsoft.com/licensing/terms/> (checked 13 October 2026), and Service Level Agreements for Online Services, <https://www.microsoft.com/licensing/docs/view/Service-Level-Agreements-SLA-for-Online-Services> (checked 13 October 2026).
 - (c) Google: Google Cloud Service Specific Terms, <https://cloud.google.com/terms/service-terms>, and the Cloud Interconnect SLA, <https://cloud.google.com/network-connectivity/docs/interconnect/sla> (both checked 13 October 2026).
 - (d) Peering Facility: the Peering Facility operator's terms for Cross-Connects that apply to the Service, as provided or linked by FirstNet.
- 4.2 The Cloud Provider may change its Vendor Terms, products, capacities, locations and charges. FirstNet is not liable for those changes, but will tell the Customer of any change that affects the Service once it becomes aware of it.
- 4.3 The Cloud Provider may suspend or terminate a Cloud Connection for breach of its terms or for non-payment of Cloud Port Charges. FirstNet's MRC remains payable during such a suspension.
- 4.4 Any service level or service credit for the Cloud Provider's part of the Cloud Connection is given by the Cloud Provider to the Customer under the Vendor Terms. FirstNet does not add to or guarantee it, but will help the Customer claim it.

5. Customer responsibilities

- 5.1 The Customer must: (a) hold an active cloud account in good standing with the Cloud Provider; (b) request or accept the Cloud Connection in its cloud console, and issue the LOA, within the timelines FirstNet gives; (c) pay Cloud Port Charges directly to the Cloud Provider; (d) configure its own cloud-side networking, or authorise FirstNet in writing to do so under a separate scope; (e) supply BGP parameters (ASN, prefixes, authentication keys) and keep them current; and (f) secure its connections with appropriate firewalls and access controls.
- 5.2 The Customer must give FirstNet access to its Site and meet the site requirements in the Customer Site Requirements Specification for the access circuit.
- 5.3 The Customer must not use the Service to resell connectivity to third parties unless the Service Schedule allows it and the Cloud Provider's terms permit it.

6. Provisioning and lead times

- 6.1 Lead times depend on the access circuit, Cross-Connect scheduling at the Peering Facility, and the Cloud Provider's processes (including how quickly the Customer issues the LOA or accepts the connection). They are indicative only.
- 6.2 FirstNet will deliver a Service Handover Form, with the Service ID, within two Business Days of completing installation and testing up to the Demarcation Point. The Customer has two Business Days to test and notify any failure in writing; otherwise the Service is accepted. A failure caused by the Customer's cloud-side configuration is not a ground for rejection.
- 6.3 Billing for FirstNet's MRC starts on the Service Commencement Date, even if the Customer has not yet configured its cloud-side resources.

7. Service levels and support

- 7.1 FirstNet's responsibility, and any service level it gives, ends at the Demarcation Point. Any service level for FirstNet's access circuit and network is stated in the Service Schedule; where none is stated, FirstNet uses reasonable endeavours and passes through the Vendor's or upstream provider's service level.
- 7.2 Where the Service Schedule includes a service credit table, clause 7 of the Dedicated Internet Access and IP Transit SST applies to the claim process, cap and exclusions, read with this clause.
- 7.3 Service Downtime excludes: faults in the Cloud Provider's network or Cloud Connection; Cross-Connect faults caused by the Peering Facility; the Customer's cloud-side configuration; suspension by the Cloud Provider; planned maintenance by FirstNet, the Peering Facility or the Cloud Provider; and force majeure.
- 7.4 Service credits, where stated, 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 will co-ordinate with the Peering Facility. The Customer must raise faults on the Cloud Provider's side with the Cloud Provider under its own support plan; FirstNet will assist with evidence.

8. Data, privacy and security

- 8.1 The Service is a transport service. FirstNet carries the Customer's traffic to the Cloud Provider but does not store or inspect its content. FirstNet processes only contact details, configuration data (IP addresses, ASNs, VLANs) and traffic metadata needed to run, monitor and bill the Service.
- 8.2 FirstNet's own processing locations are set out in the FirstNet Privacy Notice and the Data Processing Annexure. Where the Customer connects to a Cloud Provider region outside South Africa, or the Cloud Provider processes the Customer's data offshore, that processing is under the Customer's own contract with the Cloud Provider. The Customer is the responsible party for that transfer under section 72 of POPIA.
- 8.3 A private Cloud Connection is not encrypted by default. The Customer should apply encryption (for example MACsec where the Cloud Provider supports it, or IPsec) where its data requires it.
- 8.4 For personal information the Customer provides to FirstNet, FirstNet acts as an operator under POPIA and 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 that information.

9. Fees, licences and changes

- 9.1 FirstNet's MRC and NRC are set out in the Service Schedule. This document contains no prices.
- 9.2 Cloud Port Charges are payable by the Customer directly to the Cloud Provider, unless the Service Schedule says FirstNet will bill them. If FirstNet bills them, they are passed through at cost plus any handling fee stated in the Service Schedule, and may be USD-linked; FirstNet may adjust the rand amount monthly in line with the exchange rate.
- 9.3 Peering Facility Cross-Connect charges are included in FirstNet's MRC unless the Service Schedule says otherwise. Increases by the Peering Facility 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.
- 9.4 Capacity upgrades may be ordered on one calendar month's notice, subject to Cloud Provider availability.

10. Term, cancellation and early termination

- 10.1 Each 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; otherwise the early termination charge in the Agreement (clause 19.2 of the Standard Terms and Conditions). No separate decommissioning or third-party charge is payable unless the Service Schedule states one.
- 10.3 Cancelling the FirstNet Service does not cancel the Cloud Connection or stop Cloud Port Charges. The Customer must delete the Cloud Connection in its cloud account.

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 Vendor Terms not remedied after notice, to protect its network from a security threat, or where required by law, court order or ICASA.
- 11.2 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 Cloud Provider's services, outages, data loss, charges or changes, or for the Customer's cloud-side configuration.
- 12.3 FirstNet is not liable for public internet data transfer charges the Cloud Provider bills when traffic fails over to the internet during an outage of the Cloud Connection.
- 12.4 FirstNet's obligations are those in the Service Schedule and these SST.

13. Regulatory notes

- 13.1 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), and FirstNet delivers the access circuit over ICASA-licensed infrastructure.
- 13.2 Where the Customer's cloud region is outside South Africa, the Customer must consider sector rules on offshore data (for example Prudential Authority or Information Regulator guidance) that apply to it.
- 13.3 Complaints may be lodged under the FirstNet Complaints Procedure at www.firstnet.co.za/legal-notices/ and, if unresolved, referred to ICASA.

14. Changes to these terms

- 14.1 FirstNet may update these SST for changes in Vendor 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 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/.

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