SERVICE SPECIFIC TERMS / CLOUD

Colocation

FirstNet Umhlanga and Teraco data centre space, power and cross-connects

VERSION	EFFECTIVE	REPLACES
v2026.10d	1 November 2026	Colocation.pdf, Teraco-Colocation.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 Colocation Services: rack space, power, cooling, physical security, connectivity, access and remote hands for the Customer's own equipment, in FirstNet's own data centre in Umhlanga (Durban) and in FirstNet's space in Teraco facilities (Annexure A).

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 These SST apply to each Service Schedule (including any accepted quote) for Colocation. The Service Schedule records the Site, the Space, the Power Allocation, cross-connects and connectivity, the access model, remote hands, the MRC and NRC, the Initial Period and the Service Commencement Date.

1.3 If documents conflict, they apply in this order: (a) the Service Schedule, only for commercial items that it expressly says override these SST; (b) these SST, including Annexure A for Teraco Sites; (c) the Agreement (including the Data Processing Annexure and the Acceptable Use Policy); (d) the Vendor Terms. Teraco's Facility Rules (Annexure A) are mandatory restrictions and the Customer must comply with them.

1.4 Words defined in the Agreement have the same meaning in these SST. The FirstNet Rapid Response Services Guide governs how support, remote hands and access requests are logged, prioritised and escalated, and the FirstNet Data Centre Security Policy, which forms part of the Facility Rules for the Umhlanga Site and which FirstNet will give the Customer before first access and whenever it changes, applies to every visit to the Umhlanga Site.

2. Definitions

2.1 In these SST:

2.1.1 **"Colocated Equipment"** means the servers, storage, network devices, cabling inside the Customer's Space, software and other equipment that the Customer installs at a Site, whether owned by the Customer or a third party;

2.1.2 **"Cross-connect"** means a physical fibre or copper link inside a Site connecting the Customer's Space to a carrier, an internet exchange, a cloud on-ramp or another customer;

2.1.3 **"Facility Rules"** means the access, security, health and safety, installation and conduct rules for a Site, as published or notified by FirstNet (for the Umhlanga Site) or by Teraco (for a Teraco Site) and updated from time to time;

2.1.4 **"Power Allocation"** means the power, in kVA, allocated to the Customer's Space on redundant A and B feeds, as stated in the Service Schedule;

2.1.5 **"Remote Hands"** means basic on-site tasks performed by FirstNet (or, at a Teraco Site, by Teraco staff coordinated by FirstNet) on the Customer's clear instructions, such as reboots, power cycling, visual checks, reseating or swapping cables, and swapping media;

2.1.6 **"Site"** means the data centre stated in the Service Schedule: the "Umhlanga Site" (FirstNet's own data centre in Umhlanga, Durban) or a "Teraco Site" (Annexure A);

2.1.7 **"Space"** means the rack units (from 1U in a shared rack), quarter rack, half rack, full lockable cabinet or private cage allocated to the Customer, as stated in the Service Schedule;

2.1.8 **"Technical Contact"** means a person registered by the Customer with FirstNet under the Rapid Response Services Guide.

3. Service description

3.1 What FirstNet provides. At the Site, FirstNet provides:

3.1.1 the Space;

3.1.2 power to the Space up to the Power Allocation, on redundant A and B feeds where the Space is a full rack or cage (a full rack typically includes about 2.2 kVA and can be increased in steps of about 1.1 kVA, up to the maximum per rack that the Site allows), metered continuously;

3.1.3 a controlled environment (cooling, humidity control, fire detection and suppression) designed for data centre equipment;

3.1.4 physical security, including 24×7 security, biometric access control and CCTV;

3.1.5 the connectivity and Cross-connects stated in the Service Schedule (for example FirstNet dedicated internet access, MPLS or SD-WAN, or Cross-connects to other carriers, NAPAfrica or cloud on-ramps at a Teraco Site); and

3.1.6 24×7 support through Rapid Response, and Remote Hands where included in the Service Schedule.

3.2 The Umhlanga Site. The Umhlanga Site is owned and operated by FirstNet. It is a purpose-built facility designed to Tier III standards with redundant UPS, standby generators and N+1 cooling. The street address of the Umhlanga Site is stated in the Service Schedule. FirstNet holds ISO/IEC 27001:2022 certification (certificate IC-IS-2512139, issued by INTERCERT), with the scope: "The Information Security Management System at FirstNet Technology Services (Pty) Ltd applies to the design, deployment, operation, and support of cloud, connectivity, voice, firewall, and security services, including all associated network infrastructure and technical operations." FirstNet's information security management system covers its entire environment, including its operation of the Umhlanga Site. FirstNet also holds ISO 9001:2015 certification (certificate SA2240).

3.3 Teraco Sites. At a Teraco Site, Teraco owns and operates the facility (building, power, cooling and base physical security), and FirstNet provides the Customer's service layer (contract, Space within FirstNet's allocation, connectivity, access coordination and a single support contact). Annexure A applies.

3.4 Shared racks. Equipment in a shared rack is separated from other customers' equipment. Access to a shared rack is always escorted by FirstNet.

3.5 What is not included. Unless the Service Schedule says otherwise, the Service does not include: (a) the Colocated Equipment, or its installation, configuration, maintenance or repair; (b) management of operating systems, applications or data on the Colocated Equipment; (c) backup or disaster recovery; (d) insurance of the Colocated Equipment; (e) cabling inside the Customer's Space; or (f) Remote Hands beyond basic tasks. FirstNet does not access the data on the Colocated Equipment.

4. Vendor Terms

4.1 At Teraco Sites, the facility is provided by Teraco Data Environments (Pty) Ltd ("Teraco"). Teraco's Facility Rules and the flow-down terms in Annexure A apply. Teraco does not publish its customer facility rules on its website; FirstNet will give them to the Customer before first access and whenever they change.

4.2 The Customer accepts the Facility Rules when it signs the Service Schedule or first accesses a Site.

4.3 FirstNet is not liable for changes that Teraco makes to its Facility Rules, facilities or services. FirstNet passes through to the Customer only the warranties and service levels that Teraco gives FirstNet for the Teraco Site, and adds none of its own for the facility.

5. Customer responsibilities

5.1 Equipment. The Customer must:

5.1.1 give FirstNet an accurate equipment list, with power draw (kW or kVA), heat output, dimensions and weight, before installation and before any change;

5.1.2 install only equipment that is in good working order, rack-mountable in the Space (cabinets suit equipment up to about 1.2 m deep), fitted with dual power supplies where A and B feeds are provided, and able to draw its full load from either feed;

5.1.3 stay within the Power Allocation and the Site's per-rack limits. Very dense equipment may need to be spread over more than one rack;

5.1.4 keep the Space neat, use the cable management provided, label equipment and cables, and leave the clearances the equipment manufacturer recommends;

5.1.5 not bring into a Site any hazardous, flammable or prohibited material, or any equipment that is likely to interfere with other customers' equipment or the Site; and

5.1.6 insure the Colocated Equipment against loss and damage. Risk in the Colocated Equipment stays with the Customer at all times.

5.2 Lawful use and licences. The Customer must use the Colocated Equipment lawfully and in accordance with the Acceptable Use Policy. If the Customer uses the Colocated Equipment to provide electronic communications services or electronic communications network services to third parties (for example routing voice traffic), it must hold the licence or exemption that the Electronic Communications Act 36 of 2005 requires and must tell FirstNet before doing so.

5.3 Software licences. The Customer is responsible for licensing all software on the Colocated Equipment.

5.4 Access to Sites. The following access rules apply.

5.4.1 General rules. These rules apply at every Site, in addition to the Facility Rules:

5.4.1.1 only registered Technical Contacts may request access;

5.4.1.2 a separate request must be logged for each visit at least 24 hours in advance, stating the Site, the name and ID or passport number of each visitor, the date and time, the purpose, the equipment to be brought in or removed, and (for after-hours visits) vehicle registration numbers;

5.4.1.3 every visitor must present the request number and a valid photo ID (South African ID, passport or driver's licence) matching the request: at the Umhlanga Site to the FirstNet engineer, and at a Teraco Site to Teraco security with the Teraco request number provided by FirstNet;

5.4.1.4 Customers with a full rack or cage may visit as scheduled after identity checks; access to a shared rack is always escorted by FirstNet;

5.4.1.5 all equipment entering or leaving a Site must be listed in the request and may be inspected;

5.4.1.6 FirstNet or Teraco may refuse entry to, search, or remove anyone who does not comply with these rules or the Facility Rules, or who FirstNet reasonably believes poses a risk.

5.4.2 Emergency and after-hours access. For emergency access, the Technical Contact must log the request by phone on 0861 989 896 and by email to support@firstnet.co.za with escalations@firstnet.co.za copied. At the Umhlanga Site, FirstNet will facilitate after-hours access within about one hour to allow standby staff to travel. At a Teraco Site, FirstNet will log the request with Teraco promptly, and Teraco's own approval times apply. After-hours access and escort are charged as stated in the Service Schedule.

5.4.3 Third-party contractors. A third-party support company may access the Customer's Space only if a Technical Contact has authorised it in writing for that visit, and the Customer is responsible for its conduct.

6. Provisioning and lead times

6.1 Delivery follows design, preparation (Space allocation, power circuits, network patching), installation and connection, and testing (A/B power failover, environmental monitoring and network links) before handover to support. Colocation projects usually take several weeks; Cross-connects typically take from a few days to a couple of weeks, and longer at a Teraco Site where Teraco approval is needed. Lead times are indicative only.

6.2 The Service Commencement Date is the date FirstNet makes the Space available to the Customer, as recorded in the handover.

7. Service levels and support

7.1 Support is provided through FirstNet Rapid Response 24×7 under the Rapid Response Services Guide. Faults may be logged through the Client Zone (clientzone.firstnet.co.za), by email to support@firstnet.co.za or by phone on 0861 989 896.

7.2 Power, environmental and connectivity availability targets and any service credits apply only if the Service Schedule states them for the Site. At a Teraco Site they are limited to those that Teraco gives FirstNet for that Site. Where service credits are stated, they are the Customer's sole financial remedy for missing the service level, except where the failure is also a material breach of the Agreement.

7.3 Service levels do not apply to unavailability caused by: (a) the Colocated Equipment, including equipment without dual power supplies or not connected to both feeds; (b) the Customer exceeding the Power Allocation; (c) the Customer's own connectivity or a third-party carrier's network not provided by FirstNet; (d) planned maintenance under clause 7.4; (e) suspension under clause 11; or (f) force majeure.

7.4 Maintenance. FirstNet (or Teraco at a Teraco Site) may carry out maintenance of the Site infrastructure. FirstNet will give reasonable advance written notice of planned maintenance that may affect power or connectivity to the Space, and will notify the Customer as soon as possible of emergency maintenance.

7.5 Remote Hands. Remote Hands are performed only on the Customer's clear, written instructions logged as a service request, at the Customer's risk, and are charged as stated in the Service Schedule (including after-hours rates). FirstNet will take reasonable care but is not liable for the result of following the Customer's instructions, except where FirstNet's staff act negligently.

7.6 Relocation. FirstNet may move the Customer's Space within a Site where needed for operational, safety or facility reasons, on at least 30 days' notice (or 7 days where Teraco requires it at a Teraco Site), and will coordinate the move to minimise disruption. FirstNet bears the reasonable cost of a move that FirstNet requires, unless it is caused by the Customer's breach.

8. Data, privacy and security

8.1 Customer Data. FirstNet does not access, process or monitor the data stored on the Colocated Equipment, except as instructed by the Customer for Remote Hands. For any personal information it may incidentally access, FirstNet acts as the Customer's operator under the Data Processing Annexure.

8.2 Access and visitor information. To control access to a Site, FirstNet (and Teraco at a Teraco Site) collects the name, identity or passport number, company, contact details, visit times and (for after-hours visits) vehicle registration of every visitor, and records them on CCTV and biometric systems. FirstNet processes this information as a responsible party, for security and access control, under FirstNet's Privacy Notice; Teraco processes it under its own privacy policy. The Customer must tell its staff and contractors this before they visit.

8.3 Security incidents. The Customer must tell FirstNet immediately if it discovers or suspects a security breach affecting the Site or its Space. FirstNet may take reasonable steps to protect the Site, including changing access codes, temporarily suspending access and investigating, and the Customer must cooperate.

9. Fees, licences and changes

9.1 The MRC and NRC are stated in the Service Schedule. This document states no prices.

9.2 Power. Power use is metered. If the Customer's average draw exceeds its Power Allocation for more than 10 hours in a month, FirstNet may charge for the excess at the rate in the Service Schedule; if it happens again within 12 months, FirstNet may move the Customer to the next Power Allocation and adjust the MRC.

9.3 Third-party charges. Cross-connect, carrier and Teraco charges are passed through as stated in the Service Schedule. Teraco power charges may be adjusted when Teraco or the electricity supplier changes its tariffs; FirstNet may pass on those increases under clause 9.5 of the Agreement.

9.4 Additional work. Work outside the Service Schedule (for example installation help, cabling or after-hours access) is charged at FirstNet's rates for that work, with reasonable expenses approved in advance by the Customer.

9.5 Annual escalation of the MRC applies under the Agreement.

10. Term, cancellation and early termination

10.1 Each Service Schedule runs for the Initial Period stated in it, and then continues month to month until either party gives at least 30 (thirty) calendar days' written notice, or 90 (ninety) calendar days' written notice where the Service Schedule states that an upstream provider (for example Teraco) requires that period.

10.2 If the Customer ends a Service Schedule before the end of its Initial Period (other than for FirstNet's breach), the early termination charges in the Agreement apply. Where FirstNet has committed to Teraco for the Customer's Space or power for a fixed term, those Teraco charges remain payable to the extent FirstNet cannot cancel or reuse them and they are not already covered by that early termination charge. The same months are not charged twice.

10.3 Where the Customer is a Consumer, it may cancel on 20 Business Days' notice and FirstNet may charge only a reasonable cancellation penalty under section 14 of the CPA and regulation 5, as set out in the Agreement. FirstNet applies the same reasonable cancellation penalty to a Small Business Customer (clause 19.3 of the Standard Terms and Conditions).

10.4 Removal. When the Service ends, the Customer must remove its Colocated Equipment, under a logged access request, within 10 Business Days and leave the Space in its original condition (fair wear and tear excepted). FirstNet will give the Customer access for this purpose, subject to clause 11.3. If the Customer does not remove the equipment, clause 11.4 applies.

10.5 FirstNet will give the Customer reasonable assistance to move its services to another provider, at FirstNet's professional services rates.

11. Suspension, retention and abandoned equipment

11.1 FirstNet may suspend the Service as allowed by the Agreement (non-payment after notice, breach of the Acceptable Use Policy or Facility Rules, security or safety risk, or a legal order). FirstNet will not cut power to the Colocated Equipment for non-payment without first giving the written notice the Agreement requires for suspension and then a further written warning stating the date on which power will be cut, and may first restrict physical access and Remote Hands.

11.2 Charges continue during a suspension under clause 11.1, unless the suspension was not justified.

11.3 Right of retention. If the Customer has not paid an undisputed amount that is overdue, FirstNet may, to the extent the law allows, refuse to release the Colocated Equipment from the Site until the amount is paid. FirstNet will notify the Customer in writing when it exercises this right. FirstNet will not use the Colocated Equipment, will not access the data on it and will keep it in the Site under the same environmental and security conditions while it is retained. The Customer remains liable for Charges for the Space while the equipment is retained.

11.4 Unpaid or abandoned equipment. If (a) the Customer has not paid the overdue amount within 90 days after FirstNet's written notice under clause 11.3, or (b) the Customer does not remove its Colocated Equipment within 30 days after a written notice sent after the Service ends, FirstNet may, after a further 30 days' written notice to the Customer's notice address and Technical Contacts, enforce its rights only through a court order or with the Customer's written consent. Before any equipment leaves FirstNet's control, FirstNet will give the Customer (or its liquidator) the opportunity to collect its storage media, or will securely erase or destroy the storage media under a documented process.

12. Liability specifics

12.1 FirstNet's liability is limited as set out in the Agreement. In addition:

12.1.1 FirstNet is not liable for loss of or damage to the Colocated Equipment or data on it, except to the extent caused by the negligence or wilful misconduct of FirstNet or its staff;

12.1.2 FirstNet is not liable for loss caused by the Customer exceeding the Power Allocation, or by equipment without dual power supplies;

12.1.3 the Customer is liable for damage that it, its staff, contractors or visitors cause to the Site, FirstNet's equipment or other customers' equipment, and for loss caused by people it allows into the Site.

12.2 Nothing in this clause limits liability for FirstNet's gross negligence, fraud or wilful misconduct, or for death or injury caused by FirstNet's negligence, or liability that cannot be limited under the CPA.

13. Regulatory notes

13.1 FirstNet must comply with lawful requests and directions under RICA, the Cybercrimes Act 19 of 2020, the Criminal Procedure Act 51 of 1977 and the Films and Publications Act 65 of 1996, which may include giving law enforcement access to a Site under a warrant. Where the law allows, FirstNet will tell the Customer.

13.2 The Customer must comply with the Occupational Health and Safety Act 85 of 1993 for work its staff and contractors do at a Site, and with the Site's safety induction.

14. Changes to these terms

14.1 FirstNet may update these SST for changes in law, a regulator's requirement, Teraco changes or security requirements, or to clarify them, by publishing a new version at www.firstnet.co.za/legal-notices/. FirstNet will give at least 30 days' notice of material changes that are adverse to the Customer.

Annexure A: Teraco Sites

A1. Sites. FirstNet holds colocation space in Teraco facilities. The Service Schedule states which Teraco Site applies.

A2. Teraco's role. Teraco owns and operates the facility. FirstNet is Teraco's customer, and the Customer has no direct contract with Teraco unless it signs one. The Customer deals only with FirstNet for orders, access requests, faults and Remote Hands at a Teraco Site.

A3. Facility Rules. The Customer must comply with Teraco's access, security, health and safety, installation and conduct rules as provided by FirstNet. These may include biometric enrolment, safety inductions, searches of people and equipment on entry and exit, restrictions on photography, and the right of Teraco to deny access to anyone who fails or may fail to comply.

A4. Teraco services. Physical Cross-connects at a Teraco Site are provided only by Teraco. Cabling inside the Customer's Space is the Customer's responsibility unless the Service Schedule includes it. NAPAfrica ports and cloud on-ramps are available by separate order; peering between NAPAfrica participants is negotiated between those participants.

A5. Inspection and relocation. Teraco may, on notice, inspect the Customer's installation for compliance with the Facility Rules, and may require FirstNet to relocate the Customer's Space within the facility (clause 7.6).

A6. Service levels. Power, environmental and Cross-connect service levels at a Teraco Site are those that Teraco gives FirstNet for that Site, as summarised in the Service Schedule, and are subject to the conditions Teraco applies (for example redundant A and B feeds connected, power within the allocation, and carrier outages excluded).

A7. Security and maintenance. Teraco may suspend access to its facility for maintenance or emergencies and take steps it considers necessary to protect the facility. FirstNet will pass on Teraco's notices to the Customer as soon as it receives them.

A8. Certifications. Teraco holds its own ISO/IEC 27001 certificate. FirstNet will provide the evidence Teraco makes available for the selected Site on request. FirstNet's own ISO/IEC 27001:2022 certification covers FirstNet's services and operations at the Teraco Site, not the Teraco facility itself.

A9. Liability. FirstNet's liability for a Teraco facility failure is limited to what FirstNet can recover from Teraco for that failure, subject to clause 12.2 and the Agreement.

A10. Publicity. Neither FirstNet nor Teraco may publish the Customer's name as a customer of a Teraco Site without the Customer's prior written consent.

Colocation | 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. Colocation, v2026.10d. The current version of every FirstNet legal document is at www.firstnet.co.za/legal-notices/.