

SERVICE SPECIFIC TERMS / CONNECTIVITY

Dedicated Internet Access and IP Transit

Uncontended enterprise internet and wholesale BGP transit

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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 Dedicated Internet Access ("DIA") and FirstNet IP Transit supplied by FirstNet Technology Services (Pty) Ltd (registration number 2006/031608/07), 26 Augrabies Road, Waterfall Office Park, Midrand, 1686 ("FirstNet"). Part A (clauses 1 to 14) applies to both services. Annex A adds terms that apply only to IP Transit.

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 DIA or IP Transit.
- 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 committed bandwidth or port capacity, the MRC, the NRC, the Initial Period and any service level and credit table.
- 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 use of its network, the Customer must comply with it.
- 1.4 Words defined in the Agreement have the same meaning here. The FirstNet Acceptable Use Policy applies.

2. Definitions

- 2.1 **"Access Circuit"** means the last-mile circuit that connects the Site to the FirstNet network, provided by FirstNet (on-net) or procured by FirstNet from a Last-Mile Operator.
- 2.2 **"Availability"** means the percentage of minutes in a calendar month during which the Service can pass IP traffic between the Site handoff and the FirstNet core network, excluding the events in clause 7.5.
- 2.3 **"Committed Bandwidth"** means the symmetric bandwidth stated in the Service Schedule that FirstNet reserves for the Customer end to end on the FirstNet network.
- 2.4 **"Designated PoP"** means a FirstNet point of presence at which FirstNet measures latency and packet loss.
- 2.5 **"FirstNet Network"** means the IP routing infrastructure operated by FirstNet under its own Autonomous System, including its core, its points of presence and its upstream and peering links.
- 2.6 **"Last-Mile Operator"** means an ICASA-licensed operator from which FirstNet procures an Access Circuit.
- 2.7 **"Packet Loss"** means the percentage of IP packets sent between Designated PoPs in a calendar month that are not delivered, as measured by FirstNet.
- 2.8 **"Round Trip Delay"** or "Latency" means the average time for a test packet to travel between two Designated PoPs and back, measured by FirstNet over a calendar month.

- 2.9 **"Service Downtime"** means the period during which the Service is unavailable, starting when the Customer logs a fault (or when FirstNet's monitoring detects it, if earlier) and ending when the Service is restored.
- 2.10 **"Site"** means the Customer premises named in the Service Schedule.

3. Service description

- 3.1 **DIA.** DIA is a fully managed, enterprise internet service delivered as a Layer 3 service into the FirstNet core over approved fibre from ICASA-licensed operators. It provides: (a) Committed Bandwidth that is symmetric and uncontended (1:1) on both local and international traffic; (b) static public IP addressing and standard enterprise routing (static or BGP, as stated in the Service Schedule); (c) a FirstNet-managed router or handoff at the Site; (d) 24 hour monitoring by the FirstNet NOC; and (e) local and international internet transit.
- 3.2 **Bandwidth.** The Committed Bandwidth for each Site is stated in the Service Schedule.
- 3.3 **International routing.** FirstNet carries international traffic across multiple undersea cable systems (currently seven or more, including WACS, EASSy, SEACOM and 2Africa) and peers at international hubs (including London, New York, Frankfurt and Singapore) and at the South African exchanges NAPAfrica, JINX, CINX and DINX. If a cable or route fails, FirstNet reroutes traffic over the remaining paths. These capacities may change over time; FirstNet does not guarantee any specific cable, route or hub.
- 3.4 **Resilient options.** Where the Service Schedule says so, DIA may be delivered dual-homed (two Access Circuits, ideally on diverse paths or operators) or with a broadband failover link. A broadband failover link is governed by the Business Broadband SST.
- 3.5 **What is not included.** Unless the Service Schedule says otherwise, DIA does not include: the Customer's LAN, firewall or SD-WAN; DDoS mitigation beyond FirstNet's network-level protections; construction beyond the standard installation; or IP address space beyond the allocation in the Service Schedule.
- 3.6 **Removed options.** FirstNet no longer offers "With After Hours" bandwidth, "After Hours Only" bandwidth, multisite breakout or 95th percentile billing on new DIA orders. Existing orders that include them continue on their current terms until the end of their Initial Period.
- 3.7 **DIA is not suitable for price-led branch access or guest Wi-Fi.** FirstNet may decline an order where DIA is not the right fit.

4. Last-Mile Operator terms

- 4.1 Where FirstNet procures an Access Circuit from a Last-Mile Operator, that operator's network rules apply to the Access Circuit. FirstNet will supply a copy of, or a link to, any operator rule that restricts the Customer's use on request.
- 4.2 FirstNet's own service levels in clause 7 cover the FirstNet Network. Service levels on an off-net Access Circuit are aligned to the Last-Mile Operator's commitments, as clause 7 explains.
- 4.3 FirstNet is not liable for a Last-Mile Operator's acts or omissions but manages faults and escalations with the operator on the Customer's behalf.

5. Customer responsibilities

- 5.1 The Customer must, at no cost to FirstNet and as set out in the Customer Site Requirements Specification: (a) provide accommodation, power, cooling, rack or mast space and ducting for FirstNet equipment; (b) obtain landlord, body corporate and municipal consents; (c) give FirstNet safe access to the Site for installation, maintenance and swap-outs; and (d) keep its own equipment technically compatible with the FirstNet handoff.
- 5.2 FirstNet equipment and IP addresses allocated to the Service remain FirstNet property. The Customer must not tamper with, move or reconfigure FirstNet equipment.
- 5.3 The Customer must use the Service lawfully and in line with the Acceptable Use Policy. Traffic above the Committed Bandwidth may be dropped or shaped.
- 5.4 If the Customer announces its own IP space over BGP on DIA, it must hold the rights to that space and keep its route registry objects (for example IRR and RPKI) accurate.

- 5.5 Content and licences. Where the Customer uses the Service to carry, host or distribute content that requires a licence or consent in South Africa or another country, the Customer must obtain it and must show it to FirstNet on request.

6. Provisioning and lead times

- 6.1 Every order is subject to a feasibility check. Lead times depend on the Access Circuit, construction, wayleaves and approvals and are confirmed after feasibility. They are indicative only.
- 6.2 FirstNet will deliver a Service Handover Form, with the Service ID, within two Business Days of completing installation. The Customer has two Business Days from receipt to test the Service against the technical 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.
- 6.3 The Customer may reject the Service only for failure to meet the agreed technical specification. FirstNet will remedy it, re-test and issue a new Service Handover Form, and clause 6.2 applies again.
- 6.4 Billing starts on the Service Commencement Date. FirstNet is not liable for delay in meeting a requested installation date, but if FirstNet fails to deliver within the delivery period stated in the Service Schedule (or, where none is stated, within a reasonable time) after all approvals and Site readiness are in place, for reasons within its control, the Customer may cancel the order without charge.

7. Service levels and support

- 7.1 Service levels apply as stated in the Service Schedule. Where the Service Schedule does not state a different table:
- (a) Availability target: 99.5% per calendar month, subject to the Last-Mile Operator's own service level for the Access Circuit (clause 7.2);
 - (b) Packet Loss and Latency: any targets for Packet Loss and Round Trip Delay between Designated PoPs are those stated in the Service Schedule for the relevant routes.
- 7.2 Off-net Access Circuits. Where the Access Circuit is supplied by a Last-Mile Operator, the end-to-end Availability target cannot exceed that operator's commitment for the Access Circuit, and the Service Schedule states the combined target.
- 7.3 Service credits. If FirstNet misses the Availability target in a calendar month, the Customer is entitled to a service credit, calculated as a percentage of the MRC of the affected Service for that calendar month, unless the Service Schedule states a different table:

Availability in the calendar month	Service credit (% of the monthly MRC of the affected Service)
99.5% or more	0%
Below 99.5% down to 98%	5%
Below 98% down to 97%	10%
Below 97% down to 96%	15%
Below 96% down to 95%	20%
Below 95%	25%

For credits: (a) the Customer must claim in writing within 30 days after the end of the month in which the shortfall occurred; (b) only one credit applies per Service per calendar month, being the band that matches the Availability achieved in that month; (c) credits are applied to the affected Service and port only; (d) total credits for a Service in a calendar month may not exceed 25% of the MRC of that Service for that month; (e) credits are passed as a credit on the next invoice after approval; and (f) on off-net Access Circuits, credits relating to the Access Circuit are passed through once received from the Last-Mile Operator.

- 7.4 Service credits are the Customer's sole financial remedy for failure to meet a service level target. This does not limit the Customer's right to terminate the affected Service for material or repeated breach under the Agreement.
- 7.5 Exclusions. Service Downtime does not include unavailability caused by: (a) planned maintenance notified at least 48 hours in advance, or emergency maintenance needed to protect the network; (b) the Customer's equipment, applications, power or facilities; (c) acts or omissions of the Customer or its contractors; (d) the Customer refusing planned maintenance that FirstNet reasonably requested; (e) suspension under clause 11; (f) faults on networks outside the FirstNet Network, including third-party peers and the public internet; (g) an Access Circuit procured by the Customer from a third party; (h) traffic above the Committed Bandwidth; (i) reported faults that FirstNet cannot reproduce; or (j) force majeure, including cable cuts by third parties, vandalism and widespread power failure outside FirstNet's control. Outages shorter than 60 seconds are not counted.
- 7.6 Measurement. FirstNet measures Availability, Latency and Packet Loss using its monitoring systems. FirstNet may change measurement points and methods provided the change does not reduce the protection the Customer receives. The parties will settle disputed downtime reasonably on their records and FirstNet's ticket history.
- 7.7 Fault reporting. The Customer must log faults with the FirstNet support centre at support@firstnet.co.za, through the support portal, or on 0861 989 896, quoting the Service ID. The NOC monitors the Service 24 hours a day and escalates through the Service Manager to product management. The FirstNet Rapid Response Services Guide (SOP-SVC-RR-001) describes the process.

8. Data, privacy and security

- 8.1 FirstNet processes limited personal information to provide the Service: contact details of the Customer's staff, Site details, IP address allocations and traffic metadata (flow and usage records) needed for operation, capacity planning, security, billing 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 records FirstNet must keep by law and its own 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. Internet traffic the Customer sends to destinations outside South Africa necessarily leaves South Africa; this is at the Customer's direction and is not a transfer by FirstNet of personal information under section 72 of POPIA.
- 8.4 FirstNet secures data under its information security management system, certified to ISO/IEC 27001:2022 by INTERCERT (certificate IC-IS-2512139), and will notify the Customer without undue delay of a security compromise affecting the Customer's personal information.
- 8.5 The Customer authorises FirstNet to monitor the Service for performance, capacity, abuse and security purposes.
- 8.6 The FirstNet Data Processing Annexure, published at www.firstnet.co.za/legal-notices/, 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 and NRC are set out in the Service Schedule. This document contains no prices.
- 9.2 Exchange rate. Where the Service Schedule states that any element of the Charges is linked to a foreign currency (for example international capacity), FirstNet may adjust that element on 30 calendar days' written notice if the rand exchange rate, measured against the reference rate stated in the Service Schedule, moves by more than 5% from the rate on the date the Service Schedule was signed. The adjustment applies only to the foreign-currency element.
- 9.3 Last-Mile Operator price increases on an off-net Access Circuit 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 Upgrades of Committed Bandwidth may be ordered at any time on one calendar month's written notice. Any new Initial Period for an upgrade must be agreed in writing in the upgrade quote.
- 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 in the Service Schedule.
- 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 before the end of the Initial Period: (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, applies; (b) otherwise, the early termination charge in the Agreement (clause 19.2 of the Standard Terms and Conditions) applies, 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 If the Customer cancels after FirstNet has ordered the Access Circuit but before the Service Commencement Date, the Customer must pay costs FirstNet has reasonably incurred and cannot recover.
- 10.5 On termination FirstNet will recover its equipment and the IP addresses allocated to the Service return to FirstNet.

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 not remedied after notice, or immediately for serious abuse such as an outbound denial of service attack, malware distribution or spam; (c) to protect the FirstNet Network or other customers from an attack directed at or originating from the Service (for example by blackholing affected addresses); (d) where a Last-Mile Operator suspends the Access Circuit; or (e) where required by law, court order or ICASA.
- 11.2 FirstNet will restore the Service as soon as the reason 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 networks, peers, cloud platforms or websites outside the FirstNet Network.
- 12.3 FirstNet is not liable for loss caused by a denial of service attack directed at the Customer, except to the extent caused by FirstNet's failure to apply the protections described in the Service Schedule.
- 12.4 The Customer indemnifies FirstNet against third-party claims arising from content the Customer carries, hosts or distributes without the licences or consents required by clause 5.5.

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). DIA is delivered only over ICASA-licensed infrastructure and is never delivered over unlicensed access technology.
- 13.2 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.
- 13.3 Complaints may be lodged under the FirstNet Complaints Procedure at www.firstnet.co.za/legal-notices/ and, if unresolved, referred to ICASA under the End-User and Subscriber Service Charter Regulations.
- 13.4 Cross-border circuits (Sites outside South Africa) need partner arrangements and separate licensing and are governed by a separate Service Schedule.
- 13.5 The Service is a data service and does not provide access to emergency numbers.

14. Changes to these terms

- 14.1 FirstNet may update these SST to reflect changes in law, regulation, operator terms 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/.

Annex A: IP Transit

A1. Description. FirstNet IP Transit is a wholesale, Layer 3, BGP-based service that gives the Customer's Autonomous System access to the global routing table through FirstNet's upstream and peering ecosystem. It is capacity-based and uncontended at the port capacity in the Service Schedule. It is not an office internet service; for managed internet use DIA. A2. Options. Where the Service Schedule says so: (a) single-homed or multi-homed (the Customer uses FirstNet as one of several upstreams); (b) Protected IP Transit, being redundancy that FirstNet engineers into its own service design, which is separate from the Customer's own multi-homing; (c) IPv4 and IPv6; (d) full routes, default route or partial routes. A3. Customer requirements. The Customer must: (a) hold a valid public ASN and the right to announce every prefix it announces; (b) operate a router running BGP version 4; (c) maintain accurate route registry and RPKI records; (d) apply reasonable filtering to prevent route leaks, hijacks and spoofed source addresses (for example in line with MANRS practices); and (e) keep a technical contact available 24 hours a day for routing incidents. A4. Onboarding. FirstNet validates the ASN and prefixes, provisions the port, establishes the BGP session and tests end to end before handover. A5. Responsibility boundary. FirstNet's service levels and support cover the FirstNet transit domain, backbone and ports only. Routing policy, traffic engineering and ASN and IP space compliance remain the Customer's responsibility. A6. Route protection. FirstNet may filter, de-preference or reject announcements that are invalid, unregistered, RPKI-invalid or that FirstNet reasonably believes are hijacked or leaked, and may shut down a BGP session that threatens the stability of the FirstNet Network. A7. Term. IP Transit is usually contracted for a longer Initial Period, stated in the Service Schedule. Clauses 9 and 10 apply. A8. Clause 7 applies to IP Transit except that Availability is measured at the FirstNet port and excludes the Customer's router and routing policy.

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