

SERVICE SPECIFIC TERMS / CONNECTIVITY

FirstFibre Infrastructure

HELIOS access fibre, CALYPTE Metro backhaul and EtherConnect

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FirstFibre.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 FirstFibre infrastructure services supplied by FirstNet Technology Services (Pty) Ltd (registration number 2006/031608/07), 26 Augrabies Road, Waterfall Office Park, Midrand, 1686 ("FirstNet").

1. Status and precedence

- 1.1 These Service Specific Terms ("SST") are incorporated by reference into every Service Schedule, Work Order or quote for a FirstFibre product.
- 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").
- 1.3 If documents conflict, this order applies: (a) the Service Schedule or Work Order, but only for commercial items it expressly overrides; (b) these SST; (c) the Agreement.
- 1.4 Words defined in the Agreement have the same meaning here.

2. Definitions

- 2.1 **"Access Route"** means the route from the municipal boundary of the Customer's premises to the Customer's termination point. It connects to the Spur Route at the municipal boundary.
- 2.2 **"Acceptance Date"** means the date on which the Customer signs, or is deemed to have accepted, the Service Handover Form under clause 6.
- 2.3 **"Aggregation Node"** means a FirstNet network node that aggregates traffic from access sites in an area.
- 2.4 **"Cable"** means a fibre optic cable that can be installed in a Micro-Duct.
- 2.5 **"Cable Strands"** means individual unspliced fibre strands in a Cable that FirstNet leases to the Customer.
- 2.6 **"Diverse Link"** means a second Link between the same two sites as a primary Link, on a separate path, ordered to provide redundancy.
- 2.7 **"Duct System"** means the ducts FirstNet (or its authorised subcontractors) has built or builds, into which Micro-Ducts and Cables are installed.
- 2.8 **"EtherConnect"** means a Layer 2 point-to-point or point-to-multipoint service over dedicated fibre or third-party networks.
- 2.9 **"FirstFibre Network"** means the Duct System, Cables and associated infrastructure owned or operated by FirstNet. It does not belong to the Customer.
- 2.10 **"Link"** means a primary connection between two sites without connection to any other site.
- 2.11 **"Long Haul Route"** and "Metro Route" mean routes in the public domain between access points, over long distances in low-density areas and over shorter distances in high-density areas respectively.
- 2.12 **"Micro-Duct"** means a small pipe inside the Duct System through which Cable is blown.

- 2.13 **"On Net"** means the Customer's access manhole at the boundary between private and public domain is less than 150 metres from the FirstFibre route. "Off Net" means it is 150 metres or more.
- 2.14 **"Spur Route"** means the route from a Metro Route access point to the municipal boundary of the Customer's premises.
- 2.15 **"Work Order"** means the order for construction or installation of a FirstFibre product.

3. Service description

- 3.1 General. FirstNet supplies carrier-neutral, open-access ducts and fibre through authorised subcontractors. The Customer leases capacity (Cable Strands, Cables or a Link). The Customer does not own the leased Cable Strands or Cables and has no right of access to the Duct System. Only FirstNet and its authorised subcontractors may access it.
- 3.2 FirstNet may combine FirstFibre products into one service. Where it does, the longest restoration time of the combined products applies.
- 3.3 HELIOS (access fibre).
- 3.3.1 HELIOS provides fibre between a FirstNet Aggregation Node and a Customer access site in a star configuration. One termination point must always be a FirstNet Aggregation Node.
- 3.3.2 The access site must be within 5 km of the Aggregation Node. HELIOS is only available where a FirstNet Aggregation Node exists and cannot connect core nodes or a core node to an Aggregation Node.
- 3.3.3 One fibre pair is provided per Link, on a lease basis only.
- 3.3.4 Planned Aggregation Node locations may change. Quotes based on a planned location will be revised if the final location differs, and the Customer may withdraw the order without charge if the revised quote is higher.
- 3.3.5 FirstNet is responsible for the access fibre entry build into the access building (including multi-tenant buildings and shopping centres) up to the FirstNet meet-me room, and this is included in the Link price up to the build-cost threshold stated in the Service Schedule. Build costs above that threshold are quoted in advance and are for the Customer's account only if the Customer accepts the quote in writing.
- 3.3.6 The Customer must help FirstNet obtain property owner approval for the access build. In-building reticulation from the building termination point to the Customer's offices is the Customer's responsibility.
- 3.3.7 A Diverse Link between the access site and the Aggregation Node can be provided. If a diverse building entry is needed, its build cost is quoted in advance and is for the Customer's account.
- 3.4 CALYPTE Metro (backhaul).
- 3.4.1 CALYPTE Metro connects FirstNet Aggregation Nodes within a metro area. It cannot connect access sites to core or Aggregation Nodes and is only available where a FirstNet Aggregation Node exists.
- 3.4.2 The tariff depends on distance and the monitored throughput bracket stated in the Service Schedule. Throughput is monitored, not rate-limited; maximum throughput depends on the interface (for example 1 Gbps).
- 3.4.3 If the Customer's throughput exceeds its bracket for more than five consecutive minutes on more than three occasions in a 30-day measuring period, FirstNet will notify the Customer and propose the next bracket. The higher bracket applies only once the Customer agrees in writing; if the Customer does not agree, FirstNet may cap throughput at the ordered bracket.
- 3.4.4 The Customer may move up or down a bracket. Downgrades require 60 days' written notice and are limited to two per 12 months. An administration fee per change applies as stated in the Service Schedule. An upgraded Link continues for the remainder of the original Initial Period.
- 3.5 EtherConnect. EtherConnect is a Layer 2 point-to-point or point-to-multipoint service over dedicated fibre or third-party networks, between the points stated in the Service Schedule. The bandwidth, endpoints, handoff interface and any service level for each EtherConnect circuit are stated in the Service Schedule. Where none is stated, clause 7 applies to the parts of the circuit on FirstFibre infrastructure, and for any part on a Last-Mile Operator's circuit FirstNet uses reasonable endeavours and passes through that operator's service level.

- 3.6 What is not included. Unless the Service Schedule says otherwise, FirstFibre products do not include: active equipment or IP services (these are separate FirstNet services); in-building reticulation; wayleave costs above the standard; or diverse building entries.

4. Third-party terms

- 4.1 FirstFibre is FirstNet's own infrastructure. No third-party end-user terms flow down, except: (a) conditions imposed by municipalities, road authorities and landowners in wayleaves, which the Customer must respect when on site; and (b) where EtherConnect uses a Last-Mile Operator circuit, that operator's network rules apply as under the Business Broadband SST.

5. Customer responsibilities

- 5.1 The Customer must provide, at no cost to FirstNet, the space, power, ducting and access at its premises set out in the Customer Site Requirements Specification, and obtain landlord and body corporate consents.
- 5.2 The Customer must not access, tamper with or allow others to interfere with the FirstFibre Network.
- 5.3 If the Customer changes the site location or termination point after the Work Order is approved, it must pay the reasonable additional costs, and the Work Order timelines extend by the period of delay caused.

6. Provisioning, testing and acceptance

- 6.1 Where FirstNet supplies end-to-end equipment, FirstNet tests the Link, and if testing succeeds, signs and submits a Service Handover Form. If testing fails, FirstNet fixes the problem and invites the Customer in writing to a re-test on at least two Business Days' notice.
- 6.2 Where the Customer self-provisions the active equipment, FirstNet invites the Customer to attend testing of the Cable Strands or Cables to the manhole closest to the delivery point, on at least two Business Days' notice, even if the Customer's own installation is incomplete.
- 6.3 If the Customer does not attend testing within a reasonable time, FirstNet may test without the Customer and submit the Service Handover Form.
- 6.4 The Customer must accept or reject the Service Handover Form within three Business Days of receipt. It may reject only for failure to meet the agreed specification. If it neither accepts nor rejects in time, the Service is deemed accepted on the date FirstNet signed the Service Handover Form. The same periods apply to any re-test.
- 6.5 The Acceptance Date is the Service Commencement Date and rental is payable from then.
- 6.6 Construction lead times depend on wayleaves, permits and landowner approvals and are indicative only.

7. Service levels and support

- 7.1 Incidents are logged by severity:

Severity	Description
1	Link down and not working
2	Link working but use severely impacted
3	Link problem that can be worked around
4	Query

- 7.2 Unless the Service Schedule states otherwise, the target times from logging are:

Severity	Respond (contractor on phone)	Restore, Business Day (temporary if needed)	Restore, after hours (temporary if needed)	Permanent repair
1	60 minutes	8 hours	8 hours	5 Business Days

Severity	Respond (contractor on phone)	Restore, Business Day (temporary if needed)	Restore, after hours (temporary if needed)	Permanent repair
2	60 minutes	8 hours	8 hours	5 Business Days
3	60 minutes	8 hours	8 hours	5 Business Days
4	2 hours	n/a	n/a	5 Business Days

- 7.3 Restoration targets depend on FirstNet being allowed to work on the Customer's premises and at the failure point, and on approval from the relevant road authority or municipality where needed. Time waiting for access or approval does not count.
- 7.4 The targets in clause 7.2 apply to all FirstFibre products, including HELIOS. Service credits apply only where the Service Schedule states them, and they are the Customer's sole financial remedy for missed targets, 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.

8. Data, privacy and security

- 8.1 FirstFibre is a passive or Layer 2 infrastructure service. FirstNet does not access the content carried. FirstNet processes only contact details, site and route information and fault records. FirstNet's processing locations are set out in the FirstNet Privacy Notice and the Data Processing Annexure.
- 8.2 For personal information the Customer provides, FirstNet acts as an operator under POPIA and the FirstNet Data Processing Annexure published at www.firstnet.co.za/legal-notices/ applies. For its own account, billing and fault records, and records it must keep by law, FirstNet is a responsible party in its own right.
- 8.3 Route maps and node locations are FirstNet's Confidential Information and critical infrastructure information. The Customer must not disclose them.

9. Fees and changes

- 9.1 The monthly Link rental, connection fee and any administration fees are set out in the Service Schedule. This document contains no prices. Term discounts do not apply to HELIOS.
- 9.2 Charges escalate each year on the anniversary by CPI under clause 3.7 of the Standard Terms and Conditions. After the Initial Period, FirstNet may also change the Charges under clause 9.7 of the Standard Terms and Conditions, on at least 30 calendar days' written notice, and the Customer may end the Link instead. Vendor and upstream price changes are dealt with under clause 9.5 of the Standard Terms and Conditions.

10. Term, cancellation and early termination

- 10.1 The minimum Initial Period for HELIOS is 24 months. Other Initial Periods are stated in the Service Schedule. After the Initial Period, each Link continues month to month until cancelled by either party on 30 calendar days' written notice, or 90 calendar days' written notice where the Service Schedule states that an upstream provider requires it.
- 10.2 A Diverse Link must be ordered with the primary Link. If ordered later, FirstNet may propose aligning the primary Link's term with the Diverse Link; the alignment applies only if the Customer agrees in writing.
- 10.3 Abortive costs. If the Customer cancels a Work Order that requires construction before the Service is activated, the Customer must pay: (a) where FirstNet has not contracted with any third party for capacity on the same route, the reasonable construction costs FirstNet has incurred to the date of cancellation, including committed finance costs, less any amount FirstNet can recover by re-using the work; or (b) where FirstNet has contracted with third parties on the same route, a pro rata share of those costs equal to the number of Cable Strands ordered by the Customer divided by the total number of Cable Strands provided to all parties.

- 10.4 Early termination after activation. If the Customer cancels a Link before the end of its 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; and (b) otherwise, the early termination charge in the Agreement (clause 19.2 of the Standard Terms and Conditions) applies, being 100% of the monthly rental for each remaining month of the first 12 months of the Initial Period plus 90% of the monthly rental 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.

11. Suspension

- 11.1 FirstNet may suspend the Service for non-payment after the notice period in the Agreement, where the Customer interferes with the FirstFibre Network, to protect the network or public safety, or where required by law, court order, ICASA or a road authority.

12. Liability specifics

- 12.1 The limits and exclusions of liability in the Agreement apply.
- 12.2 Damage to Cable Strands or Cables. If leased Cable Strands or Cables are damaged by a third party or an event outside FirstNet's control (for example road works, vandalism or theft), FirstNet will repair them within the targets in clause 7 at its cost, and the Customer has no other claim against FirstNet for the damage, except service credits where the Service Schedule provides them. Where the damage is caused by FirstNet's negligence or wilful act, the Agreement applies.
- 12.3 If the Customer, or a person for whom it is responsible, wilfully or negligently damages the FirstFibre Network, the Customer must pay FirstNet's reasonable repair costs and losses.
- 12.4 FirstNet's protection under clause 12.2 does not apply where FirstNet has failed to remedy a material breach within seven Business Days after written notice from the Customer.

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 is responsible for the Layer 2 and Layer 3 services it runs over FirstFibre.
- 13.2 FirstFibre infrastructure is built under the rights of way available to electronic communications network service licensees under the Electronic Communications Act 36 of 2005, and under applicable municipal wayleave by-laws and landowner consents.
- 13.3 Complaints may be lodged under the FirstNet Complaints Procedure at www.firstnet.co.za/legal-notices/.

14. Changes to these terms

- 14.1 FirstNet may update these SST for changes in 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 Link 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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