

SERVICE SPECIFIC TERMS / CONNECTIVITY

LEO Satellite Connectivity

Eutelsat OneWeb in South Africa and Africa; Starlink outside South Africa only

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 FirstNet LEO Satellite Connectivity 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, Scope of Work, event order or quote for LEO Satellite Connectivity.
- 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, 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) Satellite Operator Terms. Where Satellite Operator Terms impose a mandatory restriction on use of the satellite service or Terminal, 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 **"Distribution Partner"** means the licensed company through which FirstNet obtains OneWeb capacity in South Africa, as named in the Service Schedule or confirmed by FirstNet on request.
- 2.2 **"Event Package"** means a once-off LEO service for a temporary event, delivered, activated and collected by FirstNet, as described in the Service Schedule.
- 2.3 **"OneWeb"** means the low-Earth-orbit satellite service operated by the Eutelsat group under the OneWeb brand.
- 2.4 **"Satellite Operator"** means the operator of the satellite constellation used for a Site: OneWeb or, for Sites outside South Africa only, Starlink.
- 2.5 **"Satellite Operator Terms"** means the Satellite Operator's (and Distribution Partner's) terms, acceptable use and fair access rules that FirstNet must pass on, as listed in clause 4.
- 2.6 **"Service Plan"** means the speed profile, data allowance, pooling or standby arrangement stated in the Service Schedule.
- 2.7 **"Standby"** means a Service Plan under which the Terminal is kept active at low or no data use and data is charged when used, as stated in the Service Schedule.
- 2.8 **"Starlink"** means the low-Earth-orbit satellite service operated by Space Exploration Technologies Corp. (SpaceX) or its affiliates.
- 2.9 **"Terminal"** means the user terminal (antenna), mount, power supply, cabling and router supplied for the Service.

3. Service description

- 3.1 What FirstNet provides. As stated in the Service Schedule: (a) a site readiness check; (b) supply and professional installation of the Terminal; (c) activation on the Service Plan; (d) integration with the Customer's network, SD-WAN or firewall; (e) monitoring; and (f) support and escalation to the Satellite Operator.
- 3.2 Platforms by country.
 - 3.2.1 South Africa: OneWeb is the only LEO platform FirstNet supplies. It is delivered through ICASA-licensed partner arrangements.
 - 3.2.2 Other African countries: OneWeb, or Starlink for small office and small business Sites where Starlink is licensed in that country, as stated in the Service Schedule.
 - 3.2.3 FirstNet will not sell, quote, install, activate or support Starlink for any Site in South Africa, and will not bond, route or manage a Starlink link at a South African Site.
- 3.3 Typical performance (OneWeb). Typical speeds and latency depend on the Service Plan, the Terminal and conditions at the Site, and are stated in the Service Schedule. Any performance figures FirstNet gives are typical figures, not guarantees.
- 3.4 Starlink is supplied on a Best Effort basis only, with no service level.
- 3.5 Weather and obstructions. LEO service can be degraded by severe weather (for example heavy rain or hail) and by obstructions (trees, buildings, structures) in the Terminal's field of view. FirstNet validates obstructions at site readiness, but new obstructions after installation are the Customer's responsibility.
- 3.6 Use cases. LEO is suitable as a primary link where terrestrial options are absent or slow, as an independent backup path, for SD-WAN path diversity, for estates of remote sites, and for temporary and event connectivity. Where viable fibre exists, FirstNet recommends fibre as the primary link.
- 3.7 Event Packages. An Event Package covers delivery, installation the day before the event, activation for the event period, and collection the day after, as stated in the event order. There is no minimum term beyond the event period. The Customer is responsible for the Terminal while on site.
- 3.8 Mobility. Use of a Terminal in motion (in a vehicle or vessel) is permitted only with Terminals and Service Plans approved for in-motion use and only where the Service Schedule allows it.
- 3.9 What is not included. Unless the Service Schedule says otherwise: masts or structural work beyond a standard mount; power and UPS; the Customer's LAN; and any permit, landlord or heritage approval for installation.

4. Satellite Operator Terms

- 4.1 The Customer accepts the Satellite Operator Terms on order or first use. FirstNet will supply a copy of the current terms on request. The documents are:
 - (a) OneWeb: the acceptable use and fair access terms that apply to OneWeb end users through FirstNet's Distribution Partner, as provided or linked by FirstNet. These may allow OneWeb to monitor usage, manage traffic and reduce speeds above usage thresholds.
 - (b) Starlink (outside South Africa only): Starlink terms of service, acceptable use policy and fair use policy for the country of the Site, published at <https://www.starlink.com/legal>. Starlink is supplied for the Customer's internal business use only and may not be resold.
- 4.2 FirstNet passes through any service commitment the Satellite Operator or Distribution Partner gives, and does not add its own unless the Service Schedule says so.
- 4.3 The Satellite Operator may change its network, Terminals, software, Service Plans and terms, manage traffic under its fair access rules, and suspend or terminate service for breach of its terms, loss of regulatory authorisation, or network malfunction. FirstNet is not liable for those acts but will tell the Customer and propose a remedy.
- 4.4 Terminal warranty. The Terminal manufacturer's warranty is passed through to the Customer. The Terminal model and the warranty period are those stated by the manufacturer for the Terminal supplied. FirstNet co-ordinates warranty claims and replacements.

5. Customer responsibilities

- 5.1 The Customer must provide: (a) a clear view of the sky, usually a roof or open area; (b) a secure mounting position; (c) power where the equipment is installed; (d) site access, including permits and safety inductions for industrial sites; and (e) accurate GPS coordinates that plot to the installation point.
- 5.2 The Customer must not move, re-point or re-mount a fixed Terminal, or use it at another address, without FirstNet's agreement, because the Service may be licensed and provisioned for a specific location.
- 5.3 The Customer must comply with the fair use rules in clause 9.3 (including the FUP where it applies) and the Satellite Operator's fair access rules.
- 5.4 The Customer must keep the field of view clear (for example by trimming trees) and protect the Terminal from theft and damage.
- 5.5 The Customer must not use the Service, or allow its use, outside the country stated in the Service Schedule.

6. Provisioning and lead times

- 6.1 LEO can usually be deployed faster than a new fibre build. Actual lead times depend on site readiness, Terminal availability and installation conditions, and are indicative only.
- 6.2 Installation steps: site readiness confirmation, install slot booking, Terminal installation, activation, monitoring set-up, and confirmation of support contacts and escalation path.
- 6.3 FirstNet will deliver a Service Handover Form within two Business Days of activation. The Customer has two Business Days from receipt to test the Service against the Service Schedule and to notify FirstNet in writing of any failure; otherwise the Service is accepted. If a failure is notified, FirstNet will remedy it, re-test and issue a revised Service Handover Form, and this clause applies again.

7. Service levels and support

- 7.1 Any service level for OneWeb is stated in the Service Schedule. Where none is stated, FirstNet uses reasonable endeavours and passes through the Distribution Partner's or Satellite Operator's service level.
- 7.2 Starlink carries no service level.
- 7.3 Exclusions: severe weather; obstructions arising after installation; Terminal movement or damage; power at the Site; Satellite Operator network outages and fair access traffic management; regulatory suspension; and force majeure (including space weather and orbital debris events).
- 7.4 Service credits apply only where the Service Schedule states them, are passed through from the Distribution Partner where they relate to the satellite network, and 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. Escalation runs from the support centre to the Service Manager and then product management.

8. Data, privacy and security

- 8.1 FirstNet processes contact details, Site location, Terminal identifiers, usage and performance data to provide the Service.
- 8.2 Satellite traffic is carried through the Satellite Operator's ground stations, which may be outside South Africa. Customer traffic may therefore leave South Africa before reaching the internet. Where personal information is processed outside South Africa by the Satellite Operator or Distribution Partner, FirstNet relies on their data protection terms and the protections in section 72 of POPIA. FirstNet's own processing locations are set out in the FirstNet Privacy Notice and the Data Processing Annexure.
- 8.3 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. FirstNet will notify the Customer without undue delay of a security compromise affecting it.
- 8.4 The Customer should encrypt sensitive traffic end to end (for example using VPN or SD-WAN tunnels).

9. Fees and changes

- 9.1 Service Plan, Terminal, installation and managed service charges are set out in the Service Schedule. This document contains no prices.
- 9.2 Terminals are sold or rented as stated in the Service Schedule. Rented Terminals remain FirstNet's or the Satellite Operator's property.
- 9.3 Fair use. Data allowances, pooling across Sites and Standby arrangements are stated in the Service Plan. Usage above the allowance is charged, throttled or stopped as stated in the Service Plan. The Satellite Operator may also manage traffic under its fair access rules, which may reduce speed for heavy users. The FirstNet Broadband Fair Use Policy ("FUP") applies to uncapped Service Plans.
- 9.4 Satellite capacity may be priced in US dollars. FirstNet may adjust the rand amount of the US dollar element on 30 calendar days' written notice for exchange rate movements (clause 9.6 of the Standard Terms and Conditions) and pass on Satellite Operator price increases under clause 9.5 of the Standard Terms and Conditions, without mark-up and on at least 30 calendar days' written notice.

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 the Distribution Partner requires it, as stated in the Service Schedule. Event Packages end at the end of the event period.
- 10.2 Early termination 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 and taking into account any unpaid Terminal cost and any amount FirstNet must pay the Distribution Partner; (b) for all other customers, the early termination charge in the Agreement (clause 19.2 of the Standard Terms and Conditions), plus any unpaid Terminal cost to the extent it is not recovered through the MRC, and any non-recoverable Distribution Partner commitment only where the Service Schedule states it.
- 10.3 Rented Terminals and Event Package equipment must be returned or made available for collection within 10 Business Days (or, for events, on the agreed collection date). Lost or damaged equipment is charged at replacement cost.

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, FUP or Satellite Operator Terms; where the Terminal is moved or used outside the authorised country; where the Satellite Operator or Distribution Partner suspends service; to contain a security threat; or where required by law, court order or ICASA.

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 weather effects, obstructions, Satellite Operator network events or fair access traffic management.
- 12.3 The Customer bears the risk of loss, theft or damage to Terminals at its Site from installation (or delivery, for Event Packages), other than damage caused by FirstNet.
- 12.4 The Service is a data service. It is not a safety-of-life or emergency communications service and does not provide access to emergency numbers.

13. Regulatory notes

- 13.1 Licensing. 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). In South Africa, OneWeb capacity is supplied through ICASA-licensed partner arrangements, and Terminals must be ICASA type-approved. Starlink is not licensed for use in South Africa and FirstNet will not supply it there.
- 13.2 Cross-border. Sites outside South Africa are subject to the laws and licensing of the country concerned and to a separate Service Schedule.
- 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 Satellite Operator 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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