

SERVICE SPECIFIC TERMS / CLOUD

Microsoft 365 Backup

Powered by Druva

VERSION
v2026.10cEFFECTIVE
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 Microsoft 365 Backup, powered by Druva, and the optional Managed Backup Service. They also apply, with the necessary changes, to FirstNet Google Workspace Backup and FirstNet Endpoint Backup (also powered by Druva) where those are ordered.

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 the Service. The Service Schedule records the subscriptions, the number of Protected Users (and Protected Devices, if any), retention, the Storage Region, whether the Managed Backup Service is included, 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; (c) the Agreement (including the Data Processing Annexure and the Acceptable Use Policy); (d) the Vendor Terms. Where the Vendor Terms impose a mandatory restriction on use of the Druva platform, the Customer must comply with it.
- 1.4 Words defined in the Agreement have the same meaning in these SST. The FirstNet Rapid Response Services Guide applies to support and restore requests.

2. Definitions

- 2.1 In these SST:
 - 2.1.1 **"Druva"** means Druva and its affiliates (the Druva contracting entity is determined by Druva's Master Customer Agreement), which provide the Druva Platform;
 - 2.1.2 **"Druva Console"** means the web console through which backups are configured, searched and restored;
 - 2.1.3 **"Druva Platform"** means Druva's cloud software-as-a-service platform for data protection, which runs on Amazon Web Services and, for some products, Microsoft Azure;
 - 2.1.4 **"Managed Backup Service"** means the optional FirstNet service in clause 3.5;
 - 2.1.5 **"Preserved User"** means a former Protected User whose backed-up data the Customer has chosen to keep after the user's Microsoft 365 licence or account is removed;
 - 2.1.6 **"Protected User"** means a Microsoft 365 (or Google Workspace) user account that is enabled for backup, and **"Protected Device"** means a laptop or desktop enabled for Endpoint Backup;
 - 2.1.7 **"Storage Region"** means the Druva cloud storage region in which backup data is stored, as stated in the Service Schedule (Druva calls this the "Cloud Storage Area");

2.1.8 "Tenant" means the Customer's Microsoft 365 tenant.

3. Service description

- 3.1 What FirstNet provides. FirstNet provides a subscription to the Druva Platform, configured for the Customer's Tenant, that keeps an independent backup copy of the following Microsoft 365 data, as configured: Exchange Online (mailboxes and, where configured, public folders), OneDrive, SharePoint Online, Microsoft Teams, Microsoft 365 Groups and Microsoft Entra ID objects. Backups are stored on the Druva Platform, separately from the Tenant, so that deletion or encryption in the Tenant does not affect them.
- 3.2 Licensing basis. The Service is licensed per Protected User per month (and, for Endpoint Backup, per Protected Device). Backup storage for each Protected User is not capped by FirstNet, subject to clause 3.6, Druva's fair-use conditions and any limit stated in the Service Schedule.
- 3.3 Restores. The Customer can search and restore items, users, sites and Teams content itself through the Druva Console to the original location or an alternate location. FirstNet will also restore data into the Tenant on request through a service request.
- 3.4 Restore times. Typical restore times are: single item or file, minutes; a full user (mailbox and OneDrive), hours; a SharePoint site or Teams content, hours to two days; a bulk event across many users, days, managed through a prioritised plan. These are typical ranges and not service levels. Actual times depend on data volume, item counts, Microsoft throttling of its APIs and connectivity. A restore time is a commitment only if the Service Schedule records it after a proof of concept.
- 3.5 Managed Backup Service. Where ordered, FirstNet also: (a) implements the backup policies; (b) monitors backup health and remediates failed backups within the contracted support hours; (c) provides backup health reports at the frequency in the Service Schedule; and (d) performs or assists with restores. The Managed Backup Service operates only the subscriptions and workloads that the Customer has bought; it does not widen what is protected.
- 3.6 Retention and Preserved Users. Retention is set in the Service Schedule (based on the Customer's audit, legal or business needs). When a Protected User leaves, the Customer may keep that user's backups as a Preserved User, which is billed per Preserved User per month as stated in the Service Schedule. If the Customer does not elect to preserve a former user before removing the Protected User licence, that user's backups may be deleted under Druva's retention rules and cannot be recovered. Legal hold and unusual retention requirements must be agreed in the Service Schedule.
- 3.7 What is not included. The Service does not include: (a) backup of servers, virtual machines or non-Microsoft 365 applications (see the Backup and Disaster Recovery SST); (b) Microsoft 365 data types that the Druva Platform does not support from time to time; (c) Microsoft Purview, eDiscovery or compliance archiving (backup is not an archive); (d) data that Microsoft does not make available through its backup APIs; or (e) restores into a different tenant unless agreed in the Service Schedule.

4. Vendor Terms

- 4.1 The Druva Platform is provided by Druva. FirstNet supplies the Druva subscription to the Customer. The following Vendor Terms apply (read on [druva.com](https://www.druva.com) on 13 October 2026):

Vendor document	URL	Applies to
Druva Master Customer Agreement (V23, December 2022)	https://www.druva.com/documents/Druva-MCA.pdf	Use of the Druva Platform, acceptable use restrictions, Cloud Storage Area, suspension, data retrieval after termination
Druva Data Processing Addendum (last updated 27 July 2026)	https://www.druva.com/documents/Druva_Customer-DPA.pdf	Druva's processing of personal information, sub-processors, security incident notice

- 4.2 The Customer accepts the Vendor Terms when it signs the Service Schedule or first uses the Druva Console.
- 4.3 Where the Customer buys through FirstNet, the Customer pays FirstNet and not Druva. Under Druva's terms, a failure to pay FirstNet is treated as a breach of the Druva terms and may lead Druva to suspend the subscription.

- 4.4 FirstNet is not liable for changes Druva makes to its platform, supported workloads, Storage Regions or Vendor Terms. FirstNet passes through to the Customer only the warranties and service levels that Druva gives FirstNet and adds none of its own for the Druva Platform. Druva may suspend use for breach of its terms.

5. Customer responsibilities

- 5.1 The Customer must:
- 5.1.1 provide a Microsoft 365 Global Administrator (or other administrator with the required privileges) to grant consent to the Druva application in the Tenant during onboarding, and not withdraw that consent while the Service runs;
 - 5.1.2 not weaken the Tenant's security for the Service: the Service uses Microsoft's modern authentication and app consent, and does not require multi-factor authentication to be disabled for any account;
 - 5.1.3 tell FirstNet which users, groups, sites and Teams must be protected, and keep that selection current (for example when users join or leave), using auto-assignment rules where possible;
 - 5.1.4 decide on Preserved Users before removing leavers' Microsoft 365 licences;
 - 5.1.5 keep Druva Console accounts secure, use multi-factor authentication, and restrict restore and delete rights to authorised administrators;
 - 5.1.6 maintain its own Microsoft 365 licences: the Service does not include Microsoft 365 licences; and
 - 5.1.7 comply with the Acceptable Use Policy and the Vendor Terms (including Druva's prohibition on uploading malicious code, interfering with the platform and accessing other customers' accounts).

6. Provisioning and lead times

- 6.1 Onboarding covers a restore readiness discussion (top restore scenario, retention and restore ownership), Tenant consent, policy configuration and the first full backup. The first full backup can take days or longer depending on data volume and Microsoft throttling. Lead times are indicative only.
- 6.2 The Service Commencement Date is the date FirstNet activates the subscription for the Tenant.

7. Service levels and support

- 7.1 FirstNet supports the Service through Rapid Response under the Rapid Response Services Guide. FirstNet escalates Druva Platform faults to Druva and manages the case on the Customer's behalf.
- 7.2 Druva Platform availability is as provided by Druva. FirstNet service levels and service credits apply only if the Service Schedule states them, and are then the Customer's sole financial remedy for missing them, except where the failure is also a material breach of the Agreement.
- 7.3 Service levels do not apply to: (a) Druva Platform or Microsoft 365 outages outside FirstNet's reasonable control; (b) Microsoft API throttling or changes; (c) the Customer withdrawing consent or changing Tenant permissions; (d) suspension under clause 11; or (e) force majeure.

8. Data, privacy and security

- 8.1 Roles. The Customer is the responsible party for personal information in its Microsoft 365 data. FirstNet is its operator under POPIA, and Druva is FirstNet's sub-operator. FirstNet and Druva process that information only to provide the Service and in accordance with the Data Processing Annexure and the Druva Data Processing Addendum.
- 8.2 Storage Region. Druva stores and processes backup data in the Storage Region selected in the Service Schedule and, under its Master Customer Agreement, will not change that region without the Customer's (through FirstNet's) prior written approval. Customer Data is stored in South Africa by default: Druva hosts the Service for FirstNet customers in South Africa, and FirstNet selects the South African Storage Region. If the Customer chooses another Storage Region, the Service Schedule will name the Storage Region, and the transfer is made under clause 8.3.

- 8.3 Offshore processing. Even where the Storage Region is in South Africa, the Druva Platform involves processing outside South Africa: Druva's affiliates in the United States, India, Singapore, the United Kingdom, Germany, Ireland and Japan may access data to provide support and operations, and Amazon Web Services and Microsoft are Druva's hosting sub-processors (as listed in Annex III of the Druva Data Processing Addendum). The Customer instructs FirstNet to use Druva on this basis. FirstNet relies on the Druva Data Processing Addendum (which binds Druva and its sub-processors to written data protection obligations) and the Data Processing Annexure as the safeguards required by section 72 of POPIA. The Customer is responsible for any notice to or consent from its data subjects that the transfer requires.
- 8.4 Security incidents. Druva must notify FirstNet without undue delay after confirming a security incident. FirstNet will notify the Customer immediately, and in any event without undue delay, after it is notified, as set out in clause 8 of the Data Processing Annexure, so the Customer can meet section 22 of POPIA.
- 8.5 Data subject requests. Backups may be configured as immutable or held under retention. Where a data subject asks the Customer to delete personal information, the Customer can delete it from backups through the Druva Console where the retention policy permits, or FirstNet will assist on request.
- 8.6 After termination. Under Druva's terms, after the subscription ends the Customer may retrieve its backup data for 30 days at no Druva charge, and for a further 30 days at an additional charge; after that Druva deletes the data. FirstNet will facilitate retrieval on request. FirstNet will not be able to recover data after Druva has deleted it.

9. Fees, licences and changes

- 9.1 The MRC is stated in the Service Schedule per Protected User (and per Protected Device and Preserved User, where applicable), with the Managed Backup Service as a separate line. This document states no prices.
- 9.2 True-up. FirstNet bills the higher of the number of Protected Users in the Service Schedule and the number actually protected in the month. Any minimum or committed quantity that Druva requires is stated in the Service Schedule. The Customer may reduce the number of Protected Users only at the end of the committed term stated in the Service Schedule.
- 9.3 Vendor price changes. FirstNet may pass on Druva price increases under clause 9.5 of the Agreement. Where the Service Schedule states that the Charges are linked to US dollars, clause 9.6 of the Agreement applies.

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 requires that period.
- 10.2 Druva subscriptions are bought for a committed term (at least one year unless Druva agrees otherwise) and cannot be cancelled during that term. Clause 19.4 of the Agreement applies: if the Customer ends the Service before the end of that committed term (other than for FirstNet's breach), the Charges for the remaining committed term remain payable to the extent FirstNet cannot cancel the subscription with Druva without cost, instead of (and not in addition to) the early termination charge in clause 19.2 of the Agreement for the same months. Where the Customer is a Consumer or a Small Business Customer, clause 10.3 applies instead.
- 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).

11. Suspension

- 11.1 FirstNet may suspend the Service as allowed by the Agreement. Druva may also suspend the subscription under its terms, generally on 10 days' notice unless immediate suspension is needed, and may terminate access if the cause is not fixed within 60 days. FirstNet will tell the Customer as soon as it receives notice of a Druva suspension.

12. Liability specifics

- 12.1 FirstNet's liability is limited as set out in the Agreement. FirstNet is not liable for loss of data: (a) not selected for protection; (b) belonging to a former user whom the Customer did not preserve; (c) older than the retention the Customer selected; (d) changed after the last successful backup; (e) that Microsoft did not make available to the backup; or (f) deleted by an authorised Druva Console user of the Customer.
- 12.2 Nothing in this clause limits liability for FirstNet's gross negligence, fraud or wilful misconduct, or liability that cannot be limited under the CPA.

13. Regulatory notes

- 13.1 Retention in the Service is a technical setting. The Customer decides how long it must keep records under the laws that apply to it, and the Service on its own does not make the Customer compliant with POPIA, the Companies Act 71 of 2008 or sector rules.
- 13.2 FirstNet and Druva may have to disclose data to comply with a valid court order or lawful direction, including under foreign law that applies to Druva or its hosting providers. Where the law allows, FirstNet will tell the Customer about such a request.

14. Changes to these terms

- 14.1 FirstNet may update these SST for changes in law, a regulator's requirement, Druva or Microsoft 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.

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