

SERVICE SPECIFIC TERMS / CLOUD

Private Cloud

Virtual data centres on VMware vSphere or Microsoft Hyper-V

VERSION
v2026.10c

EFFECTIVE
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REPLACES
Enterprise-Cloud-Service-Specific-Terms-and-Conditions.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 Private Cloud (Private Cloud Hosting and Management), FirstNet's South African-hosted Infrastructure as a Service platform, and to the optional services ordered with it (Server Management and Geographic Disaster Recovery).

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. That agreement is 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 scope of work or quote accepted by the Customer) for the Private Cloud Service. The Service Schedule records what is ordered, 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, but 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 Vendor Terms impose a mandatory restriction on the use of a Vendor's product (for example a Microsoft or Broadcom licensing rule), the Customer must comply with that restriction even if these SST are silent.
- 1.4 Words defined in the Agreement have the same meaning in these SST. The FirstNet Rapid Response Services Guide (published at www.firstnet.co.za/legal-notices/) describes how support requests are logged, prioritised and escalated, and applies to this Service.

2. Definitions

- 2.1 In these SST:
 - 2.1.1 **"Baseline"** means the recommended security and recoverability components of the Service: a Virtual Firewall and Platform Backups;
 - 2.1.2 **"FirstNet Data Centre"** means a data centre from which FirstNet provides the Service, as listed in clause 3.2;
 - 2.1.3 **"GDR"** means Geographic Disaster Recovery, the optional replication of selected virtual machines to a second FirstNet Data Centre with reserved capacity and a failover runbook;
 - 2.1.4 **"Hybr Portal"** means the self-service management portal through which the Customer provisions, controls and monitors its virtual machines and usage;
 - 2.1.5 **"Platform"** means the physical hosts, hypervisor layer, storage arrays, core networking and data centre facilities that FirstNet uses to provide the Service;
 - 2.1.6 **"Platform Backups"** means Veeam backup jobs of the Customer's virtual machines written to immutable storage on the Platform;

- 2.1.7 **"Resources"** means the virtual CPU (vCPU), memory (RAM), storage (by tier), backup storage, IP addresses and other units allocated to the Customer;
- 2.1.8 **"Server Management"** means the optional operating system monitoring, patching and support service, in an 8×5 or 24×7 tier, as stated in the Service Schedule;
- 2.1.9 **"Virtual Data Centre"** means the Customer's logically separated environment on the Platform, including its virtual machines, networks and Resources;
- 2.1.10 **"Virtual Firewall"** means the virtual firewall instance (Lite, or Enterprise with UTM) provided for the Customer's Virtual Data Centre.

3. Service description

- 3.1 What FirstNet provides. FirstNet provides the Customer with a Virtual Data Centre on the Platform, consisting of:
 - 3.1.1 virtual machines with vCPU allocated at a 2.0 GHz baseline, RAM in 1 GB increments, and storage in Tier 1 (SSD), Tier 2 (Standard) or Tier 3 (Archive), in the quantities stated in the Service Schedule;
 - 3.1.2 the hypervisor selected in the Service Schedule: VMware vSphere (by Broadcom) or Microsoft Hyper-V;
 - 3.1.3 hypervisor-level high availability (affected virtual machines restart on another host if a physical host fails) and live migration of running virtual machines for maintenance;
 - 3.1.4 access to the Hybr Portal;
 - 3.1.5 the Baseline, unless the Service Schedule records that the Customer has opted out of a Baseline component under clause 3.4;
 - 3.1.6 the network services stated in the Service Schedule, which may include internet access, site-to-site VPN, private or dedicated connectivity over FirstNet's network, and private peering to Amazon Web Services, Microsoft Azure or Google Cloud Platform; and
 - 3.1.7 the optional services stated in the Service Schedule, which may include Server Management and GDR.
- 3.2 Locations. The Service is provided from FirstNet Data Centres in South Africa: Durban (Umhlanga), Johannesburg and Cape Town. Customer Data is stored in South Africa by default. A data centre outside South Africa is used only where the Service Schedule names it. The production location and any GDR location for the Customer are recorded in the Service Schedule or the approved solution design. FirstNet will not move the Customer's Virtual Data Centre to a different country without the Customer's prior written agreement, and will give the notice required by the Data Processing Annexure before moving it to a different FirstNet Data Centre in South Africa.
- 3.3 Responsibility split. Unless the Service Schedule includes Server Management or other managed services:
 - 3.3.1 FirstNet operates and maintains the Platform, including hardware, hypervisor, storage, core network and facilities, and monitors Platform health 24×7;
 - 3.3.2 the Customer manages everything inside its virtual machines, including guest operating systems, applications, databases, data, user accounts, antivirus, guest-level patching and licences that are not supplied by FirstNet.
 - 3.3.3 Where Server Management is ordered, FirstNet also provides operating system monitoring, patching and support for the listed virtual machines in the tier stated in the Service Schedule. Applications and databases remain the Customer's responsibility unless they are separately scoped.
- 3.4 Baseline opt-out. The Customer may opt out of the Virtual Firewall or Platform Backups only if it records in the Service Schedule an approved alternative security or recovery approach. If the Customer opts out of Platform Backups, FirstNet has no obligation to restore any data, and clause 12.2 applies.

- 3.5 Platform Backups.** Platform Backups are written to immutable storage, so recovery points cannot be changed or deleted until their retention period ends. Retention is set in the Service Schedule (typically 7, 14 or 30 days). Because recovery points are immutable, the Customer cannot ask FirstNet to delete a recovery point before its retention period ends, including for a data subject request; FirstNet will instead restrict access to that recovery point and let it expire. Restores of files or folders inside a guest operating system and restores of whole virtual machines are handled as service requests under the Rapid Response Services Guide; any charge for restores is stated in the Service Schedule. No service level applies to the time a restore takes, unless the Service Schedule defines a specific disaster recovery plan for the Customer.
- 3.6 GDR.** Where GDR is ordered, FirstNet replicates the virtual machines listed in the Service Schedule to the second FirstNet Data Centre stated there, reserves the compute, memory and storage stated there, provides a GDR Virtual Firewall, and documents a failover runbook with the Customer. Recovery time objectives (RTO) and recovery point objectives (RPO) are design targets unless the Service Schedule expressly states them as committed service levels. A full failover test is a separately scoped activity unless the Service Schedule includes it.
- 3.7 What is not included.** Unless the Service Schedule says otherwise, the Service does not include: (a) management of guest operating systems, applications or databases; (b) upgrades of VMware Tools or Hyper-V integration services inside guest operating systems; (c) internet or access bandwidth outside the Platform; (d) migration of workloads into the Platform (see the Cloud Migration Services SST); (e) multi-region active/active architecture; (f) penetration testing or security monitoring of guest operating systems; or (g) licences for software the Customer installs.
- 3.8 Unsupported guest operating systems.** The Customer may only run guest operating systems that appear on the compatibility list of the selected hypervisor and that are still supported by their vendor, unless FirstNet agrees otherwise in writing. FirstNet may decline to support, and is not responsible for the performance of, unsupported guest operating systems.
- 3.9 Monitoring.** FirstNet monitors the Platform. Where the Service Schedule includes service monitoring of the Customer's virtual machines (for example ICMP, HTTP, HTTPS using TLS, SMTP or TCP port checks), FirstNet will alert the Customer's registered Technical Contacts in accordance with the Rapid Response Services Guide. Monitoring alerts are notifications only: the Customer remains responsible for acting on capacity and guest-level alerts unless Server Management is ordered.

4. Vendor Terms

- 4.1** The Service uses products of the following Vendors. FirstNet uses some of them as components of the Platform (for which no Vendor Terms flow to the Customer) and supplies others as licences to the Customer (for which Vendor Terms apply):

Vendor	Product	How it is supplied	Vendor Terms
Broadcom (VMware)	VMware vSphere / VMware Cloud Foundation	Platform component, licensed by FirstNet	Any Broadcom end-user terms that apply to the Service, as provided or linked by FirstNet
Microsoft	Windows Server, SQL Server and other server products licensed through SPLA	Licence supplied by FirstNet	Microsoft SPLA End User License Terms, published by FirstNet at www.firstnet.co.za/legal-notice/
Microsoft	Products licensed through CSP	Licence supplied by FirstNet	FirstNet Microsoft Cloud (CSP) Service Specific Terms and the Microsoft Customer Agreement
Veeam	Veeam Backup and Replication (Platform Backups)	Platform component, licensed by FirstNet	Any Veeam end-user terms that apply to the Service, as provided or linked by FirstNet
Fortinet	Virtual Firewall	Platform component	Any Fortinet end-user terms that apply to the Service, as provided or linked by FirstNet

- 4.2** The Customer accepts the Vendor Terms that apply to its order when it signs the Service Schedule or first uses the relevant licence.

- 4.3 FirstNet is not responsible for changes a Vendor makes to its products, licensing programmes or Vendor Terms. Where a Vendor change materially affects the Service, FirstNet will give the Customer as much notice as is reasonably possible and, where clause 9.5 applies, the Customer may end the affected component.
- 4.4 A Vendor may suspend or revoke a licence if the Customer breaches the Vendor Terms. FirstNet passes through to the Customer only the warranties and service levels that the Vendor gives FirstNet, and adds no warranty of its own for a Vendor's product.

5. Customer responsibilities

- 5.1 The Customer must:
- 5.1.1 appoint and keep current its Technical Contacts and Hybr Portal administrators, and keep Hybr Portal and virtual machine credentials secure, with multi-factor authentication enabled where the Hybr Portal supports it;
 - 5.1.2 install and keep running any remote management or monitoring agent that FirstNet reasonably requires for the services it has ordered;
 - 5.1.3 configure, patch and secure guest operating systems and applications that it manages, and keep antivirus or endpoint protection current;
 - 5.1.4 use the Service in accordance with the Acceptable Use Policy and the Vendor Terms, and not use it to host content or run activities that are unlawful;
 - 5.1.5 make sure that every Microsoft or other licence it uses on the Platform is properly licensed under clause 9.3, and give FirstNet accurate licence counts each month where FirstNet reports usage to a Vendor;
 - 5.1.6 approve firewall rule changes through its designated firewall Technical Contact, as set out in the Rapid Response Services Guide; and
 - 5.1.7 classify its data and decide which workloads and data may be hosted on the Service, including any data subject to sector-specific rules.
- 5.2 Changes through the Hybr Portal. Changes the Customer makes in the Hybr Portal (for example increasing vCPU, RAM or storage, or creating virtual machines) are authorised instructions from the Customer, are billed under clause 9.2, and do not need a signed amendment. Changes that the Hybr Portal does not support must be logged as service requests.
- 5.3 IP addresses. IP addresses that FirstNet assigns remain FirstNet's. They are allocated to the Customer for the duration of the Service, unless the Customer releases them or FirstNet must change them for operational or regulatory reasons, in which case FirstNet will give at least 30 days' notice except in an emergency. The Customer may not use FirstNet-assigned IP addresses after the Service ends. Additional public IP addresses are allocated where there is reasonable technical justification.

6. Provisioning and lead times

- 6.1 FirstNet provisions the Service in the following stages: discovery and sizing, solution design, provisioning in the Hybr Portal, and handover to Rapid Response support. Lead times depend on the hypervisor, connectivity scope (for example internet only, VPN, dedicated links or cloud peering), firewall complexity and the Customer's readiness. Any lead time stated by FirstNet is indicative only.
- 6.2 The Service Commencement Date is the date FirstNet hands the Virtual Data Centre over to the Customer as recorded in the handover, or the date the Customer first uses it, whichever is earlier.

7. Service levels and support

- 7.1 Support is provided through FirstNet Rapid Response 24x7, as set out in the Rapid Response Services Guide (including priority levels P1 to P4, response times and escalation). For process matters (how to log a request, priorities, escalation and data centre access) the Rapid Response Services Guide applies; these SST govern what FirstNet is obliged to provide.

- 7.2 Availability targets, resolution targets and any service credits apply only if they are stated in the Service Schedule. Where service credits are stated, they are the Customer's sole financial remedy for missing the relevant service level, except where the failure is also a material breach under the Agreement.
- 7.3 Service levels do not apply to unavailability caused by: (a) planned maintenance under clause 7.4; (b) the Customer's guest operating systems, applications, configuration or changes, or its users; (c) a Vendor platform or licensing outage outside FirstNet's reasonable control; (d) the Customer's own connectivity or a third-party network not provided by FirstNet; (e) suspension under clause 11; or (f) force majeure.
- 7.4 Maintenance. FirstNet may carry out planned maintenance on the Platform. FirstNet will give at least 24 hours' notice of planned maintenance that it expects to affect the Service, and may carry out emergency maintenance without notice where needed to protect the Platform or other customers, in which case it will notify the Customer as soon as reasonably possible.
- 7.5 Platform changes. FirstNet may upgrade, replace or modify Platform hardware, software and network components, provided the change does not materially reduce the functionality, security or performance of the Service. Where a change requires the Customer to act (for example a guest tools update), FirstNet will give reasonable notice.

8. Data, privacy and security

- 8.1 Roles. For personal information in the Customer's Virtual Data Centre, the Customer is the responsible party and FirstNet is its operator under the Protection of Personal Information Act 4 of 2013 ("POPIA"). FirstNet processes that information only to provide the Service, on the Customer's documented instructions, and in accordance with the Data Processing Annexure.
- 8.2 Location. Customer Data in the Virtual Data Centre and in Platform Backups is stored in South Africa, in the FirstNet Data Centres recorded under clause 3.2, unless the Service Schedule names a site outside South Africa. Where it does, the Customer instructs FirstNet to transfer that data to that site, and FirstNet will protect it there with the safeguards in the Data Processing Annexure so that the transfer meets section 72 of POPIA; the Customer remains responsible for any notice to or consent from its data subjects that the transfer requires. FirstNet support staff access Customer Data only as needed to provide the Service. Private peering to a public cloud provider transfers data only when and to the extent the Customer routes it there.
- 8.3 Security. FirstNet maintains an information security management system certified to ISO/IEC 27001:2022 by INTERCERT (certificate IC-IS-2512139), 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 applies the security measures described in the Data Processing Annexure, including logical separation of Virtual Data Centres, role-based access to the Platform and logging of administrative access.
- 8.4 Breach notification. If FirstNet becomes aware of a Security Compromise affecting Customer Personal Information on the Platform, it will notify the Customer immediately, and in any event without undue delay, as set out in clause 8 of the Data Processing Annexure and section 21(2) of POPIA, so that the Customer can meet its obligations under section 22 of POPIA.
- 8.5 Shared responsibility. FirstNet's ISO/IEC 27001 certification (clause 8.3) covers FirstNet's operation of the Platform. The Customer's own configuration, access control, data classification and governance also determine whether its use of the Service complies with POPIA and sector rules. FirstNet does not warrant that hosting on the Service on its own makes the Customer compliant.
- 8.6 Exit. When the Service ends, FirstNet will make the Customer's virtual machines and data available for export on request, for the exit period stated in the Service Schedule or, if none is stated, a reasonable period agreed in writing, in a standard format supported by the hypervisor. After that period FirstNet will securely delete the Virtual Data Centre, except for Platform Backups, which expire under their retention settings, and data FirstNet must keep by law. Export assistance beyond a standard export is chargeable at FirstNet's professional services rates.

9. Fees, licences and changes

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

- 9.2 Consumption-based Resources. The MRC for Resources is calculated from the Resources allocated to the Customer (vCPU, RAM, storage by tier, backup licences and immutable backup storage, Virtual Firewall instances, Hybr Portal per virtual machine and any GDR reservations). Increases and decreases made during a billing month take effect for billing from the next billing month. Backup storage is billed on the immutable storage consumed, which depends on retention and change rate.
- 9.3 Licensing. The Customer must license all software on the Platform through one of these routes, recorded in the Service Schedule:
- 9.3.1 Microsoft SPLA: Microsoft server products made available by FirstNet under the Microsoft Services Provider License Agreement (SPLA), obtained through FirstNet's SPLA reseller, First Distribution, and reported monthly. The Microsoft SPLA End User License Terms apply. SPLA licences are billed monthly on the counts reported and the Customer must not under-report.
 - 9.3.2 License Mobility through Software Assurance: Microsoft licences that the Customer owns with active Software Assurance, for products that are eligible for License Mobility, deployed on FirstNet's shared Platform. The Customer must complete Microsoft's License Mobility verification process for deployment on FirstNet's Platform before deployment, and keep Software Assurance active. If verification is not completed or Software Assurance lapses, FirstNet will license the products through SPLA and bill them.
 - 9.3.3 Microsoft CSP: products licensed through FirstNet's Microsoft Cloud Solution Provider agreement where Microsoft's product terms allow their use on a service provider's shared infrastructure, under the Microsoft Cloud (CSP) SST.
 - 9.3.4 VMware by Broadcom: VMware software on the Platform is licensed by FirstNet. Broadcom's licensing changes (including any change to Broadcom's service provider licensing, minimum commitments, per-core pricing or portability rules) are passed through under clause 9.5. The Customer may not bring its own VMware licences onto the shared Platform unless FirstNet agrees in writing and Broadcom's rules permit it.
 - 9.3.5 Other software: software from other publishers must be licensed by the Customer for use on a service provider's infrastructure. The Customer indemnifies FirstNet against licence fees, true-up charges and penalties that a publisher claims from FirstNet because of software the Customer installed without a valid licence.
- 9.4 Licence audits. Where a Vendor audits FirstNet's licensing, the Customer must give reasonable cooperation and information about its use of licences on the Platform.
- 9.5 Vendor price changes. Where a Vendor increases the price of a licence or component that FirstNet passes through (including Broadcom VMware licensing), FirstNet may pass on the increase in the relevant part of the MRC under clause 9.5 of the Agreement. Exchange-rate movements are passed on only under clause 9.6 of the Agreement, where the Service Schedule links the Charge to a foreign currency. If the Service Schedule states a threshold and the increase for that component is more than that threshold in a 12-month period, the increase is treated as material for clause 9.5 of the Agreement, and the Customer may, before the increase takes effect, end the affected component (or move to a different hypervisor or licensing route) without early termination charges for that component.
- 9.6 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 from the Service Commencement Date. After the Initial Period it 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 Early termination. 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. GDR reservations are part of the MRC and are covered by those charges. In addition: (a) the unrecovered cost of dedicated hardware bought for the Customer and not charged in the MRC, if any, remains payable unless FirstNet can redeploy it; and (b) licences that FirstNet committed to a Vendor for a fixed term for the Customer (for example annual CSP subscriptions) cannot be cancelled during that term and remain payable for that term under clause 19.4 of the Agreement, in place of (and not in addition to) the early termination charge for the same licences and months. Where the Customer is a Consumer or a Small Business Customer, clause 10.3 applies instead.
- 10.3 Consumers. Where the Customer is a Consumer under the Consumer Protection Act 68 of 2008 ("CPA"), the Customer 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 Resource reductions during the Initial Period are allowed down to the minimum commitment stated in the Service Schedule, if any.

11. Suspension

- 11.1 FirstNet may suspend all or part of the Service as allowed by the Agreement, including: (a) for non-payment after notice; (b) immediately, where a virtual machine is compromised, is attacking other systems, or poses a security risk to the Platform or other customers, in which case FirstNet may isolate that virtual machine rather than suspend the whole Service; (c) for a breach of the Acceptable Use Policy or Vendor Terms that the Customer does not stop on request; or (d) to comply with a court order or lawful direction.
- 11.2 Suspension does not delete Customer Data. Platform Backups continue to run during a suspension for non-payment, until the Service is terminated under the Agreement.

12. Liability specifics

- 12.1 FirstNet's liability is limited as set out in the Agreement. This clause 12 adds product-specific exclusions.
- 12.2 FirstNet is not liable for loss or corruption of data: (a) where the Customer opted out of Platform Backups; (b) created after the last successful recovery point; (c) caused by the Customer's guest operating system, applications or actions (including deletion or encryption by malware introduced through the Customer's systems); or (d) older than the retention period set by the Customer.
- 12.3 FirstNet is not liable for licence fees, penalties or claims arising from software that the Customer installed or licensed under clause 9.3.2, 9.3.5 or in breach of the Vendor Terms.
- 12.4 Nothing in this clause limits FirstNet's liability for loss caused by its gross negligence, fraud or wilful misconduct, or any liability that cannot be limited under the CPA.

13. Regulatory notes

- 13.1 The Customer is responsible for content it hosts on the Service. FirstNet may act on lawful take-down notices under Chapter XI of the Electronic Communications and Transactions Act 25 of 2002 and the Acceptable Use Policy.
- 13.2 FirstNet must comply with lawful requests and directions under the Regulation of Interception of Communications and Provision of Communication-related Information Act 70 of 2002, the Cybercrimes Act 19 of 2020, the Criminal Procedure Act 51 of 1977 and the Films and Publications Act 65 of 1996. Where the law allows, FirstNet will tell the Customer about a request for its data.

14. Changes to these terms

- 14.1 FirstNet may update these SST for changes in law, a regulator's requirement, Vendor changes (including licensing programme changes) or security requirements, or to clarify them, by publishing a new version at www.firstnet.co.za/legal-notice/. FirstNet will give at least 30 days' notice of material changes that are adverse to the Customer. The version that applies is the one in force when the change takes effect.

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