

SERVICE SPECIFIC TERMS / SOVEREIGN AI

Sovereign AI Services

FirstCoreAI: GPU and inference, AI engineering, content AI and AI enablement

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 the AI Services that FirstNet provides through its FirstCoreAI business unit from the FirstCoreAI AI Factory: GPU and Inference (InfraAI), Custom AI Engineering (EngineAI), Creative and Content AI (StudioAI) and AI Adoption and Enablement. Annexes A to D add terms for each solution line.

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"), acting through its FirstCoreAI business unit, 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"). The AI Services clause of the Agreement applies to every Sovereign AI Service, and these SST add to it.
- 1.2 Each Sovereign AI Service is ordered by a Service Schedule (for engineering and enablement work, a scope of work), which records the solution line, the models and endpoints, GPU capacity (dedicated or shared), any usage allowances, any Frontier Routing, deliverables and acceptance criteria, the MRC, NRC or rates, 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 and scope that it expressly says override these SST; (b) these SST, including the Annex for the relevant solution line; (c) the Agreement (including the Data Processing Annexure and the Acceptable Use Policy); (d) Vendor Terms, including Model Licences. Where a Model Licence or other Vendor Terms impose a mandatory use restriction, the Customer must comply with it.
- 1.4 Words defined in the Agreement (including "AI Services", "Inputs" and "Output") have the same meaning in these SST.

2. Definitions

- 2.1 In these SST:
 - 2.1.1 **"AI Factory"** means the GPU cluster and supporting infrastructure that FirstNet owns and operates, through its FirstCoreAI business unit, in FirstNet's data centre in South Africa;
 - 2.1.2 **"Endpoint"** means an API endpoint on the AI Factory through which the Customer sends Inputs to a model, for example chat and coding, embeddings, speech-to-text and reranking endpoints;
 - 2.1.3 **"Frontier Routing"** means the optional routing of a request to a model operated by a third party outside South Africa, which the Customer enables for a specific workload under clause 8.3;
 - 2.1.4 **"Model"** means an AI model made available or deployed by FirstNet, including open-weight models hosted on the AI Factory and models fine-tuned for the Customer;
 - 2.1.5 **"Model Licence"** means the licence and any acceptable use policy under which the licensor of a Model permits its use, as listed in the Model Register;

- 2.1.6 **"Model Register"** means the list FirstNet gives the Customer at onboarding (and updates when Models change) of each Model available to the Customer, its version, licensor, Model Licence and any use restrictions;
- 2.1.7 **"Customer Model"** means a Model fine-tuned, trained or adapted by FirstNet for the Customer, using the Customer's data, under a Service Schedule;
- 2.1.8 **"Solution"** means an AI application, pipeline, agent, assistant or workflow built by FirstNet for the Customer under Annex B, C or D.

3. Service description

- 3.1 Solution lines. FirstCoreAI provides four solution lines, described in the Annexes:
 - 3.1.1 Annex A: GPU and Inference (InfraAI): private inference Endpoints and dedicated or shared GPU capacity on the AI Factory, reachable through OpenAI-compatible APIs;
 - 3.1.2 Annex B: Custom AI Engineering (EngineAI): design, build and deployment of RAG and retrieval systems, document and call-processing pipelines, AI agents, fine-tuned Models and integrations;
 - 3.1.3 Annex C: Creative and Content AI (StudioAI): AI-assisted production of personalised video, voice, copy and design within the Customer's brand guidelines and approval workflows;
 - 3.1.4 Annex D: AI Adoption and Enablement: private AI assistants on the AI Factory, training, AI governance support and change leadership.
- 3.2 Where Solutions run. Solutions are deployed on the AI Factory unless the Service Schedule states that they are deployed in the Customer's own environment. Where a Solution is deployed in the Customer's environment, the Customer's environment, its location and its security are the Customer's responsibility, and clause 8.2 applies only to the parts that run on the AI Factory.
- 3.3 What is not included. Unless the Service Schedule says otherwise, the Sovereign AI Services do not include: (a) professional advice of any kind (legal, financial, medical, actuarial or engineering), including on whether a use case is lawful; (b) the Customer's data preparation, labelling or cleansing; (c) connectivity to the AI Factory (available separately); (d) access to frontier models outside South Africa; or (e) guaranteed accuracy of Output.
- 3.4 Benchmarks. Performance figures on FirstNet's website (for example median time to first token and concurrency under stress testing) describe tests FirstCoreAI ran on the production AI Factory. They are not service levels and do not predict the Customer's results, which depend on the Model, prompt size, concurrency and capacity type.

4. Vendor Terms and Model Licences

- 4.1 Models. Models are licensed by their licensors under Model Licences, which may include open-source licences (for example the Apache License 2.0, <https://www.apache.org/licenses/LICENSE-2.0>) or model-specific licences with use restrictions and attribution requirements. The Model Register identifies the Model Licence for each Model available to the Customer. The Customer must comply with the Model Licence for each Model it uses, including any restrictions on use, on use of Output to develop competing models, on the number of users, and on attribution.
- 4.2 NVIDIA software. The AI Factory uses NVIDIA GPUs and NVIDIA software (including GPU-aware scheduling). Where FirstNet makes NVIDIA software available to the Customer for use on dedicated GPU capacity (for example drivers, CUDA libraries, NVIDIA AI Enterprise components or NVIDIA NIM microservices), the Customer must comply with the NVIDIA Software License Agreement (<https://www.nvidia.com/en-us/agreements/enterprise-software/nvidia-software-license-agreement/>) and the NVIDIA Product Specific Terms for AI Products (<https://www.nvidia.com/en-us/agreements/enterprise-software/product-specific-terms-for-ai-products/>), both checked 13 October 2026, as notified with that software. Where NVIDIA software is used only by FirstNet to run the AI Factory, no NVIDIA terms flow to the Customer.
- 4.3 Frontier models. If the Customer enables Frontier Routing, the terms of the third-party model provider for the selected model apply, and the Service Schedule will name the provider and link its terms.
- 4.4 Third-party creative tools. StudioAI may integrate third-party creative or publishing tools that the Customer already uses or that FirstNet supplies. Those tools' terms apply to their use (Annex C).

- 4.5 The Customer accepts the applicable Vendor Terms and Model Licences when it signs the Service Schedule or first uses the Model or software. FirstNet is not liable for changes a licensor makes to a Model Licence, and may withdraw or replace a Model if its licence changes or the licensor withdraws it, under clause 14.2. FirstNet passes through only the warranties that a licensor gives (open-weight Models are generally provided without any warranty) and adds none of its own for third-party Models.

5. Customer responsibilities and acceptable use

5.1 The Customer must:

- 5.1.1 keep its API client credentials (OAuth2 client ID and secret) and tokens secure, rotate them when staff change, and tell FirstNet immediately of any suspected compromise. The Customer is responsible for all use and Charges under its credentials;
- 5.1.2 have the rights, notices and lawful basis (under POPIA and other law) to submit its Inputs, including personal information, special personal information, children's information, call recordings and third-party copyright material;
- 5.1.3 review Output before relying on it, and keep appropriate human oversight under clause 12.3;
- 5.1.4 tell its users, customers and other affected people when they are interacting with an AI system or receiving AI-generated content, where a reasonable person would otherwise be misled; and
- 5.1.5 comply with the Acceptable Use Policy and Model Licences.

5.2 Prohibited uses. The Customer must not use the Sovereign AI Services, or allow them to be used:

- 5.2.1 to create or distribute child sexual abuse material, non-consensual intimate images, or content that sexualises children;
- 5.2.2 to create a likeness, voice or deepfake of a real person without that person's documented consent, or to impersonate a person or organisation;
- 5.2.3 to create or spread disinformation intended to deceive, including about elections or public health;
- 5.2.4 to develop malware, carry out or facilitate unauthorised access to systems, or commit any offence under the Cybercrimes Act 19 of 2020;
- 5.2.5 to develop weapons (including biological, chemical, nuclear or radiological weapons) or to plan violence;
- 5.2.6 for unlawful surveillance, or for biometric identification or categorisation of people without a lawful basis;
- 5.2.7 to make solely automated decisions with legal or similarly significant effects on people, except as allowed by clause 12.3;
- 5.2.8 to infringe intellectual property, privacy or other rights, or to process personal information unlawfully;
- 5.2.9 to try to extract Model weights, reverse engineer the AI Factory, bypass rate limits or safety controls, or probe the security of the AI Factory without FirstNet's written permission; or
- 5.2.10 in a way that breaches a Model Licence or applicable law.

- 5.3 FirstNet may use automated and manual safeguards (for example content filters and abuse monitoring of request metadata) to detect prohibited use, and may block a request or suspend access under clause 11.

6. Provisioning and lead times

- 6.1 Engagements usually start with a scoping call, demonstration or AI Factory tour and, where agreed, a proof of concept. Endpoint URLs and credentials are issued at onboarding. Dedicated GPU capacity depends on availability. Lead times are indicative only.
- 6.2 The Service Commencement Date is the date FirstNet issues production credentials (Annex A, and Annex D assistants) or the start date in the scope of work (Annexes B and C, and Annex D training and governance work).

7. Service levels and support

- 7.1 Support is provided by the FirstCoreAI engineers who run the AI Factory, through FirstNet Rapid Response under the Rapid Response Services Guide.
- 7.2 Availability, latency, throughput or capacity commitments apply only if the Service Schedule states them. Where service credits are stated, they are the Customer's sole financial remedy for missing the service level, except where the failure is also a material breach of the Agreement.
- 7.3 Service levels do not apply to: (a) Frontier Routing or third-party tools; (b) shared GPU capacity, which is provided on a fair-share basis unless the Service Schedule states a minimum; (c) the Customer exceeding its rate limits or capacity; (d) planned maintenance of which FirstNet gave the Customer reasonable advance notice; (e) emergency maintenance or security measures; (f) suspension under clause 11; or (g) force majeure.

8. Data, privacy and security

- 8.1 Roles. The Customer is the responsible party for personal information in its Inputs, Output and training data. FirstNet is its operator under POPIA and processes that information only to provide the Sovereign AI Services, on the Customer's instructions, and in accordance with the Data Processing Annexure.
- 8.2 Data location. The AI Factory is in FirstNet's data centre in South Africa, and Inputs, Output, embeddings, vector indexes, fine-tuning data and Customer Models processed or stored on the AI Factory are processed and stored there. No AI Factory logging, monitoring, backup or support tooling sends Inputs or Output outside South Africa, and no FirstNet or FirstCoreAI staff with access to them are located outside South Africa. FirstNet will not transfer them outside South Africa except: (a) under Frontier Routing that the Customer has enabled; (b) where the Service Schedule names another location, or a third-party tool or service that processes data outside South Africa; or (c) where FirstNet is required to by South African law.
- 8.3 Frontier Routing. Frontier Routing is off by default. The Customer may enable it only for a named workload, in writing or through a configuration it controls. When it is enabled, FirstNet will tell the Customer which requests are routed outside South Africa and to which provider and country. Requests routed under Frontier Routing are transferred outside South Africa on the Customer's instruction, and the Customer is responsible for the section 72 POPIA basis for that transfer and for not routing data it may not transfer. The third-party provider's own data terms (including whether it retains or trains on data) then apply to that request.
- 8.4 No training on Customer Data. FirstNet does not use the Customer's Inputs, Output, training data or Customer Models to train, fine-tune or improve any Model made available to any other customer, unless the Customer agrees in writing in the Service Schedule. Fine-tuning a Customer Model with the Customer's data under a Service Schedule is use for the Customer only.
- 8.5 Retention. Unless the Service Schedule states otherwise: (a) Inputs and Output sent to an Endpoint are processed to answer the request, and any logging of their content, and how long it is kept, is as stated in the Service Schedule; (b) FirstNet keeps request metadata (time, credential, Endpoint, Model, token counts, latency and errors, without content) for billing, security and capacity management for as long as reasonably needed for those purposes or as the law requires; (c) data the Customer stores in a Solution (for example document indexes or conversation history) is kept for the period the Customer configures.
- 8.6 Access and security. Access to Endpoints uses OAuth2 client credentials and short-lived bearer tokens, with TLS terminating at the cluster edge and each request validated. FirstCoreAI staff access Customer content only where needed to support or troubleshoot the service at the Customer's request, or for security. The security measures in the Data Processing Annexure apply.
- 8.7 Breach notification. FirstNet will notify the Customer of a Security Compromise affecting Customer Personal Information as set out in clause 8 of the Data Processing Annexure (immediately, and in any event without undue delay), so that the Customer can meet section 22 of POPIA.
- 8.8 Exit. When a Service ends, FirstNet will on request return the Customer's stored data, embeddings and (subject to clause 13 and the Model Licence) Customer Model weights in a standard format within 30 days, and will then securely delete them, except data it must keep by law.

9. Fees, licences and changes

- 9.1 Charges are in rand (except Frontier Routing charges under clause 9.3) and workload-based, as stated in the Service Schedule: for example a monthly fee for dedicated GPU capacity, a monthly fee or usage charges (such as per million tokens, per audio hour or per request) for shared Endpoints, NRC for onboarding, and fixed price or time and materials fees for engineering, content and enablement work. This document states no prices.
- 9.2 Usage is measured by FirstNet's metering on the AI Factory, which is prima facie proof of usage. Usage above any allowance in the Service Schedule is billed at the overage rate stated there. FirstNet may apply rate limits to protect shared capacity.
- 9.3 Frontier Routing charges (which may be in US dollars) are passed through as stated in the Service Schedule.
- 9.4 Where a Vendor or licensor increases what it charges FirstNet for the AI Factory or a Model, FirstNet may pass on the increase under clause 9.5 of the Agreement, and the Customer may end the affected Service without early termination charges by written notice before the increase takes effect.
- 9.5 Annual escalation of the MRC applies under the Agreement.

10. Term, cancellation and early termination

- 10.1 Subscription services (Annex A, and Annex D assistants) run for the Initial Period stated in the Service Schedule and then 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 Dedicated GPU capacity is reserved for the Customer for the Initial Period and is a committed capacity that cannot be cancelled during that period, under clause 19.4 of the Agreement. If the Customer ends it early (other than for FirstNet's breach), the Charges for the dedicated GPU capacity for the rest of the Initial Period remain payable, unless FirstNet reallocates that capacity to another customer, in which case only the portion of those Charges that FirstNet does not recover is payable. These Charges are payable instead of (not in addition to) the early termination charge in the Agreement for the same capacity and months. Clause 10.4 applies where the Customer is a Consumer or a Small Business Customer.
- 10.3 Engineering, content and enablement scopes of work (Annexes B and C, and Annex D training and governance work) may be cancelled on 10 Business Days' written notice, in which case the Customer pays for work done, committed third-party costs, and a proportion of any fixed price matching work completed.
- 10.4 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 all or part of a Sovereign AI Service as allowed by the Agreement, and may immediately block requests, revoke credentials or suspend access where it reasonably suspects a prohibited use under clause 5.2, a compromised credential, or a risk to the AI Factory or other customers. FirstNet will tell the Customer the reason, unless the law prevents it.

12. AI Output, human review and liability specifics

- 12.1 Nature of Output. Output is generated by statistical Models. It may be inaccurate, incomplete, out of date, biased, offensive or similar to output generated for others, and transcription or extraction may contain errors. Output is not professional advice. The Customer is responsible for checking Output before it relies on it, publishes it or uses it to make decisions.
- 12.2 Benchmarks and evaluations. Accuracy, latency or cost comparisons that FirstCoreAI provides (for example comparing a Model with frontier APIs) are indicative and based on the test data used.

- 12.3 Automated decisions (POPIA section 71). The Customer must not use a Sovereign AI Service to make a decision that has legal consequences for, or affects to a substantial degree, a data subject, based solely on automated processing intended to profile that person (for example decisions on credit, insurance, employment, claims or access to services), unless: (a) a person reviews the decision before it takes effect; or (b) the decision is allowed under section 71(2) of POPIA and the Customer gives the data subject the opportunity to make representations and enough information about the underlying logic, as section 71(3) requires. Solutions that FirstNet builds for such use cases will include a human review step unless the Customer instructs otherwise in writing and takes responsibility for compliance.
- 12.4 Liability. FirstNet's liability is limited as set out in the Agreement. FirstNet is not liable for: (a) decisions the Customer or others make based on Output; (b) inaccurate, harmful or infringing Output, except to the extent caused by FirstNet's breach of the Agreement or these SST; (c) claims arising from the Customer's Inputs or from use in breach of clause 5.2 or a Model Licence; or (d) Frontier Routing providers or third-party tools.
- 12.5 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. Intellectual property

- 13.1 Inputs and Output. As between the parties, the Customer owns its Inputs and, subject to third-party rights and the Model Licence, the Output generated for it. FirstNet acquires no rights in Inputs or Output other than the rights needed to provide the Service. FirstNet does not warrant that Output is protected by copyright or that it does not infringe third-party rights.
- 13.2 Customer Models. Where FirstNet fine-tunes a Model for the Customer, the Customer owns the fine-tuning data and, subject to the Model Licence of the base Model, the Customer-specific adapter or fine-tuned weights, once paid for. The base Model remains subject to its Model Licence.
- 13.3 Solutions. The Customer owns, once paid for, the Customer-specific parts of a Solution (for example its prompts, configurations, workflow definitions and documentation written for it). FirstNet keeps its pre-existing and generic tools, code, frameworks, templates and know-how, and grants the Customer a non-exclusive licence to use those included in a Solution for the Customer's internal business purposes for as long as it uses the Solution. Open-source components remain under their own licences.
- 13.4 AI Factory. FirstNet keeps all rights in the AI Factory, its software and its configuration.

14. Changes to these terms and to Models

- 14.1 FirstNet may update these SST for changes in law, a regulator's requirement, Model Licence or Vendor changes, or security requirements, or to clarify them, by publishing a new version at www.firstnet.co.za/legal-notice/, with at least 30 days' notice of material changes that are adverse to the Customer.
- 14.2 FirstNet may add, update, replace or retire Models and Endpoints. FirstNet will give reasonable advance notice (or any longer notice period stated in the Service Schedule) before retiring a Model that the Customer uses in production (shorter where a licensor withdraws the Model or a security issue requires it), and will help the Customer move to a replacement Model.

Annex A: GPU and Inference (InfraAI)

A1. Service. FirstNet provides private inference Endpoints on the AI Factory for the Models listed in the Service Schedule, accessible through OpenAI-compatible APIs (for example /v1/chat/completions, /v1/embeddings, /v1/audio/transcriptions and /v1/rerank), and dedicated or shared GPU capacity as stated in the Service Schedule.

A2. Dedicated capacity. Dedicated GPU capacity is reserved for the Customer's workloads and not shared with other customers' workloads. The Customer may run only the Models and software that FirstNet has approved for that capacity. If the Customer wants to deploy its own model, it must give FirstNet the model's licence and provenance in advance, and is responsible for having the right to use it.

A3. Shared capacity. Shared Endpoints serve several customers on common GPUs with logical separation of requests. Each customer's Inputs and Output are separated and are not visible to other customers.

A4. Compatibility. FirstNet aims to keep Endpoints compatible with common OpenAI SDKs, but does not warrant compatibility with every SDK version or feature.

Annex B: Custom AI Engineering (EngineAI)

B1. Service. FirstNet designs, builds and deploys Solutions described in a scope of work, such as RAG and retrieval systems, document and call-processing pipelines, AI agents, fine-tuned Models and integrations with Microsoft 365, CRM and other systems.

B2. Scoping. FirstCoreAI scopes each problem first and will tell the Customer if it considers AI is not the right tool.

B3. Delivery and acceptance. The Cloud Migration Services SST clauses on Customer responsibilities, change control, acceptance (including deemed acceptance) and the post-acceptance warranty period apply to EngineAI scopes of work, with the necessary changes. Acceptance criteria for AI Solutions must be measurable (for example accuracy on an agreed test set), because AI Output is probabilistic and a Solution cannot be warranted to be error-free.

B4. Agents. Where a Solution can take actions in the Customer's systems (for example approving, routing or sending), the Customer decides which actions it may take without human approval, sets the permissions of the accounts it uses, and is responsible for actions taken within those permissions. FirstNet will build in logging and the ability to switch the agent off.

B5. Call recordings. Where a Solution processes call recordings, the Customer is responsible for having recorded and retained the calls lawfully (including under RICA and POPIA) and for notices to the people recorded.

B6. Deployment in the Customer's environment. Where a Solution is deployed in the Customer's environment, the Customer is responsible for that environment, its hosting location, licences and security, and FirstNet's support is limited to what the Service Schedule states.

Annex C: Creative and Content AI (StudioAI)

C1. Service. FirstNet produces, or provides workflows to produce, personalised video, voiceover, copy and design for the Customer, using templates, asset libraries and approval steps agreed with the Customer, and integrates with the Customer's existing creative tools.

C2. Third-party tools. StudioAI may use third-party generative or creative tools, some of which may process content outside South Africa. The Service Schedule names each third-party tool used for the Customer's work and where it processes data. Clause 8.2 applies only to processing on the AI Factory. Where a named tool processes content outside South Africa, the Customer instructs that transfer, must not send personal information to it unless it has a lawful basis under section 72 of POPIA, and the tool's terms apply.

C3. Likeness and voice. FirstNet will create content that uses a real person's face, likeness or voice (including a synthetic voice) only where the Customer gives FirstNet that person's written consent for the specific use. The Customer warrants that it has the rights to all assets, brand materials, music, images and people it asks FirstNet to use.

C4. Approval and publication. The Customer approves all content before publication and is responsible for published content, including compliance with advertising codes (for example the Advertising Regulatory Board Code), the CPA and any disclosure that content is AI-generated where required.

C5. Ownership. Subject to clause 13 and the terms of the third-party tools, the Customer owns the final approved content once paid for.

Annex D: AI Adoption and Enablement

D1. Service. FirstNet provides private AI assistants (chat and document assistants) on the AI Factory for the Customer's users, role-based training, AI governance support (for example usage policies, data-handling rules and guardrails) and executive and management briefings, as described in the Service Schedule.

D2. Assistants. The assistant is licensed per user or per workload as stated in the Service Schedule. The Customer controls which users have access and which documents or knowledge sources the assistant can use, and must ensure that users can only reach information they are entitled to see. Clause 8 applies to prompts, documents and conversation history.

D3. Governance materials. Policies, guidelines and training materials that FirstNet provides are templates to support the Customer's own governance. They are not legal advice, and the Customer is responsible for adopting, adapting and enforcing them and for its own POPIA compliance.

D4. Training. Training sessions are delivered as scheduled in the Service Schedule. Sessions the Customer cancels with less notice than the Service Schedule requires may be charged.

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