

Service Specific Terms & Conditions: Colocation

1. Service Description

- 1.1 FirstNet undertakes to provide Customer with capacity to house, in a cabinet at FirstNet's premises (or those of its provider, whichever is applicable) hereinafter referred to as the "premises", the Equipment specified in the Service Specification Schedule, and provide a connection to FirstNet's network facilitating access to the networked system known as the Internet, based on interconnected hyper-media documents commercially known as the World Wide Web.
- 1.2 The services in 1.1 above are hereinafter referred to the "Hosting Service/s".
- 1.3 The provision of the Hosting Service/s by FirstNet is subject to the terms and conditions set out in this Schedule.
- 1.4 For the purposes of this agreement, "Software" is defined as programmed code or routines that control the functioning of a computer application.

2. Lead Times

From receipt of a signed service agreement, the times taken to implement the Hosting Services will be 2 weeks.

3. Duration and Effective Date

- 3.1. The Effective Date of this Schedule is the date when the Hosting Service/s first commences. Should the Effective Date occur after the date of signature of the Agreement, nothing herein contained shall be construed so as to give either party the right to cancel or rescind the Agreement before the Effective Date.
- 3.2. The provision of the Hosting Service/s shall endure for the Initial Period specified in the Cost Schedule, commencing on and with effect from the Effective Date.
- 3.3. Either party hereto shall be entitled to terminate the contract by way of 90 (ninety) days prior written notice of termination to be effective at the end of the Initial Period. Failing such notice of termination, the duration of the Service shall thereafter automatically renew for successive periods of 24 (twenty four) months each on the terms and conditions set out in this Schedule, subject to 30 (thirty) days prior written notice of termination effective at the end of the then-current 24 (Twenty Four) month period, and subject to an escalation in fees per clause 3.7 of the Standard Terms and Conditions.

4. Datacenter Access

- 4.1. Data centre access is subject to identification in the form of a drivers licence or Identity Document.
- 4.2. 3rd Party Support companies require formal written consent to access and end clients systems.
- 4.3. Clients with dedicated Colocation cabinets will be granted access to their cabinet only.
- 4.4. Clients located in Share Colocation cabinets will be granted limited access and strictly accompanied by FirstNet personnel.
- 4.5. Service activation is subject to the completion of a signed contract.
- 4.6. Access or remote changes requested after hours will be subject to standard FirstNet after hours labour rates.

5. Colocation Managed Network

- 5.1. Managed network is limited to the speed and redundancy stipulated in the service schedule.
- 5.2. FirstNet is responsible for making all changes, monitoring and managing the switches and ports.
- 5.3. Service activation is subject to the completion of a signed contract.

6. Service Inclusions and Exclusions

6.1 Inclusions

- 6.1.1 Management, maintenance and support of switches
- 6.1.2 4 Hour 9x5 Monday to Friday support.
- 6.1.3 24 hour emergency support.

7. Service Level Performance Targets

The following table contains Hosting SLA parameter target values, against which the performance of the service will be measured on an on-going basis.

Parameter	Target Value		
Power	99.9%		
Hardware Service Availability	98.3%		
Core Infrastructure	Durban	Cape Town	Johannesburg
Availability	99.95%	99.95%	99.95%
Packet Loss	2%	2%	2%
Hosting Infrastructure	Durban	Cape Town	Johannesburg
Availability	99.95%	99.95%	99.95%
Packet Loss	2%	2%	2%

8. Service Level Penalties

The below penalties will apply to the Service Provider should they not meet the guaranteed service levels targets	
1 Day Non Service	10% of Monthly Fee
2 Day Non Service	25% of Monthly Fee
3 Day Non Service	25% of Monthly Fee
4 Day Non Service	75% of Monthly Fee
5 Day Non Service	100% of Monthly Fee

9. Customer Obligations

- 9.1. Customer shall abide by any rules notified to it relating to use of, access to, or security measures respecting the Equipment and the premises. In the event that Customer permits unauthorised parties to gain access to the premises, Customer shall be responsible for any damages incurred as a result thereof.
- 9.2. In the event that the Customer has elected not to rent the necessary software from FirstNet, Customer is obliged to provide FirstNet with the appropriate licensed software. It is the Customer's sole responsibility to ensure that all software provided for the Managed Hosting Service is suitable and is licensed.
- 9.3. The Customer bears sole responsibility for all applications, including Customer's 3rd party and business applications, stored on the server. Customer is also responsible for any data stored on the server.
- 9.4. All risk of loss and/or destruction of customer owned equipment shall be retained by Customer at all times. Customer shall be responsible for ensuring that the Equipment is insured against loss and destruction for the usual causes arising, and shall be liable for the replacement costs of the Equipment in the event of any loss or destruction thereof.

10. Maintenance of Equipment

- 10.1. Customer shall have physical access to the Equipment upon reasonable notice to FirstNet, for the purposes of maintaining and repairing the Equipment.
- 10.2. In the event of breakdown or malfunction of the Equipment, the owner of the Equipment shall at its cost effect repairs in accordance with the manufacturer's specifications
- 10.3. Customer shall abide by any rules notified to it relating to use of, access to, or security measures respecting the Equipment and the premises.
- 10.4. FirstNet engineers will maintain and support all rented hardware and rectify faults as and when they occur. If spares are needed, these are then drawn from our spares stock. If necessary, we will escalate the fault to the hardware vendor. All hardware provided includes next-business-day telephonic support. FirstNet always retains ownership of the hardware, both during, and after the rental period, unless the Customer elects to purchase the hardware outright when the rental-term has elapsed. If Customer purchases hardware, FirstNet will not continue to support that hardware

11. Use of Equipment

Customer shall:

- 11.1. Use or permit the use of the Equipment only for the purpose and in the manner for which it is intended to be used;
- 11.2. allow FirstNet to inspect the Equipment at all times and where necessary repair the Equipment on Customer's behalf and any costs incurred, including the cost of spares, shall be paid by Customer;
- 11.3. Take all such care as is necessary to protect the Equipment from danger;
- 11.4. Under no circumstances be entitled to withhold or defer payment of any amount or charge in terms of this Agreement by virtue of the Equipment being damaged;
- 11.5. Not permit any party other than FirstNet to acquire any right in or to the Equipment;
- 11.6. Abide by any rules notified to it by FirstNet in relation to use of, access to, or security measures relating to the Equipment and the premises.
- 11.7. Not use any equipment, hardware or software (whether such equipment, hardware or software is owned by FirstNet or the Customer, or any third party) ("the equipment") which is housed at FirstNet premises for the purpose of providing Hosting Services in terms of this agreement, for any other purposes, including, most particularly for the switching or routing of voice calls to destinations which are either:
 - 11.7.1. local & international fixed line
 - 11.7.2. cellular
 - 11.7.3. internet
 - 11.7.4. online
 - 11.7.5. including but not limited to any routing equipment/hardware and/or software ("call routing").
- 11.8. The power consumption per 1u of space may not exceed 0.15KW and heating may not exceed 150 BTU/HR

12. Additional Charges

The Customer shall be responsible for the additional fees and charges, where applicable:

- 12.1. Should the customer require additional bandwidth in a calendar month, the bandwidth will be provisioned within 48 hours of a written request being sent to FirstNet; bandwidth can be provisioned in 64Kb block segments and will be billed at the bandwidth costs applicable at the time of the customer request.
- 12.2. Should the power consumption in a calendar month exceed the specified power utilization threshold specified, an additional charge will be levied at the rate applicable at the time of consumption;
- 12.3. Should the first or last month of this agreement not be a full calendar month, the additional charge in respect of these two months will be applied on a pro-rata basis.

13. Fault Logging Procedures

- 13.1. All service requests and status queries on faults must be directed to the Support Centre.
- 13.2. The email is support@firstnet.co.za
- 13.3. The Service Provider will only respond to service requests that have been logged via the above email address and that has been issued a valid reference number.
- 13.4. It is vital that as much detail is supplied to the FirstNet Support Centre on the description of the fault so that the technician allocated to the fault will be in a position to resolve the problem in as short a time as possible.
- 13.5. All service requests will be logged into the FirstNet Faults tracking system.
- 13.6. After the fault has been logged the Customer will be allocated a reference number and the Support Centre will contact the customer and perform no more than 15 minutes telephonic support before the call is allocated to a technician.
- 13.7. A full service report on exactly what the technicians did can be supplied on request.
- 13.8. A technician will report to site with the service request, the customer must sign and date the service request once he/she is happy that the fault has been resolved. A job will be considered complete only when the signed job sheet is returned to the Service Desk.