



GENERAL TERMS AND CONDITIONS OF SALE

These are the General Terms and Conditions of Sale (the “General Terms and Conditions”) applying to the provision by Global Crossing of telecommunications and other services to retail customers over Global Crossing’s Network (the “Services”), in addition to the terms of the Retail Customer Agreement executed by Global Crossing and you (the “RCA”) and the SLA¹ applicable to the Service(s) provided to you. Your use of our Service(s) constitutes your agreement to be bound by the terms of these General Terms and Conditions.

1. DEFINITIONS.

In these General Terms and Conditions, "you" and "your" refer to the customer who has executed the RCA, and "we", "us" and "our" refer to the Global Crossing company which has executed the RCA.

2. BILLING AND TAXES.

2.1 Billing for regular monthly recurring charges (“MRCs”), as set out in an Order Form², is monthly in advance. Billing for non-recurring installation charges (if any) may be in advance or in arrears at our sole discretion. Billing for usage-based charges is monthly in arrears.

2.2 All payments made by you under the RCA will be made without any deduction or withholding for or on account of any tax, duty or other charges, of whatever nature (including, without limitation, any regulatory fees, surcharges or assessments) imposed by any taxing or governmental authority (collectively, “Taxes”). If you are or were required by law to make any deduction or withholding from any payment due to us under the RCA then, notwithstanding anything to the contrary contained in the RCA, the gross amount payable by you to us will be increased so that, after any such deduction or withholding for Taxes, the net amount received by us will not be less than what we would have received had no such deduction or withholding been required. If any taxing or governmental authority asserts that you should have made a deduction for withholding for or on account of any Taxes with respect to all or a portion of any payment made under the RCA, you agree to indemnify us for such Taxes and to hold us harmless on an after-tax basis from and against any Taxes, interest or penalties levied or asserted against them in connection therewith.

2.3 You agree to pay any applicable consumption, value added taxes or other national, regional or local sales, use, excise, privilege, gross receipts or other similar taxes, duties or charges imposed by any governmental authority or regulatory body as a result of the existence or operation of the RCA or the purchase by you of Services thereunder. We will invoice you for all applicable taxes and such taxes are payable by you unless you produce to us a valid resale certificate or other similar documentation legally sufficient to establish an exemption from taxes. All of our charges are exclusive of value added tax (“VAT”), unless otherwise stated. If requested to do so by us, or as otherwise required by applicable law, you will supply your VAT identification number to us. You agree to pay all real property and ad valorem taxes (if any) imposed by any governmental authority in connection with the purchase by you of Services under the RCA. The payment of any such taxes, duties or charges will be in addition to the payment of the MRCs and any other charges due under the RCA.

2.4 You agree to pay regulatory surcharges assessed on the Services provided under these General Terms and Conditions, including, without limitation, permanent or temporary surcharges to meet government obligations, governmental fees or assessments (including surcharges and fees established or caused by government, by a support or subsidy program administrator or by us intended to address costs of governmental programs) (together, “Surcharges”). For Services provided in the US, “Surcharges” shall include Cost Recovery Surcharge, Universal Service Fund surcharge (USF), Property Tax Surcharge (PTS) and Payphone Surcharge (if applicable), and for Services provided outside the US, Surcharges shall include all charges of the type mentioned above which we are required to charge in connection with such Services. Surcharges will be listed as a separate line item on your invoices.

3. CUSTOMER AFFILIATES & LOCAL BILLING CURRENCIES.

¹ “SLA” or “Service Level Agreement” means the Service description and service level agreement applicable to each of our Services, either set out in an appendix to the RCA or, if not so set out, set forth at www.globalcrossing.net/terms.

² “Order Form” means our ordering document for a specific Service referencing the RCA which sets forth your specific requirements for a Service which is signed by both of us.

3.1 If requested by you, we will provide Services to your Affiliates³ under the RCA. Charges for such Services will be invoiced to you, unless you request us to invoice your Affiliates directly for Services provided to those Affiliates, provided that our agreement to issue invoices to your Affiliates shall be subject to (i) the terms below relating to Latin American Services, (ii) any specific billing requirements applying under the terms of an SLA for a Service, and (iii) the execution by each such Affiliate of an Affiliate Addendum (a) incorporating all the terms of the RCA and these General Terms and Conditions, (b) containing an undertaking by the applicable Affiliate to pay for all Services invoiced to that Affiliate under the Affiliate Addendum and (c) containing such other provisions as may be reasonably necessary to comply with applicable laws and regulation.

3.2 All charges invoiced to you and/or your Affiliates shall be invoiced, and paid, in US dollars unless you request us to invoice charges for Services rendered outside the U.S. in local currency. In these circumstances you acknowledge and agree that our agreement to invoice charges in local currency is subject to (a) the provisions of Section 3.3 below, (b) availability on a country by country basis where we have an Affiliate company and (c) our right to re-price Services in the local currency requested. Where we agree to invoice you or your local Affiliate(s) in local currency and do not elect to re-price Services which have been quoted and agreed with you in U.S. Dollars, all U.S. Dollar quoted charges shall, subject to the terms of any applicable Local Country Agreement or as otherwise required by law, be converted to the applicable local currency using the Validated End of Day Price for the applicable currency quoted by Reuters at close of business, London time, on the last Business Day of the calendar month prior to the issuing of the local currency invoice for the applicable Service. Notwithstanding the foregoing, all charges for Services which are provided wholly and exclusively within the United States will be invoiced to you by, and payable by you to, Global Crossing Telecommunications, Inc. (or its permitted assignee within the United States).

3.3 If the provision of Services to you is subject to a MUG under the terms of the RCA, you alone (and not any of your Affiliates) shall be responsible for making any shortfall payments related to failure to achieve the MUG.

4. READY FOR SERVICE DATES.

4.1 For each Service ordered by you, you shall specify an individual responsible for co-ordination of Service delivery (each, a “Project Manager”). Each Order Form shall identify the Project Manager for the applicable Service, together with his / her contact details (including email address). You agree to make each such Project Manager available to meet on a regular basis as reasonably necessary with the Global Crossing customer service manager assigned to your account (the “CSM”) to discuss any issues regarding Services provided.

For each Service ordered by you, or for each individual circuit ordered as part of a Service, and for any local access circuit order by you as described in Section 6 below (each a “Circuit”), we will agree a target date (each, a “Ready for Service Date” or “RFS Date”) on which that Service or Circuit is intended to be operational. If we are responsible for delay in a Ready for Service Date beyond thirty (30) days, you may (i) cancel your order for the applicable Service / Circuit without incurring any cancellation charges or (ii) accept the Service / Circuit late and claim any late delivery credit provided for in the SLA for that Service, if any.

4.2 Our obligations in relation to the installation of Services extend only to the installation of those Service at the applicable Customer Interface⁴. Additional assistance or professional services in relation to your LAN or equipment (not covered by our Managed Network Services offering) will, if requested by you, be provided at our discretion and will, if provided, incur charges on a time and materials basis at our then current rates. We install Services during normal business hours, that is, between 08:30 and 17:30 local time Monday to Fridays, excluding local bank and other public holidays. Installations carried out, at your request, during periods outside those times (“Out of Hours”), may incur additional charges as set out in the Order Form.

5. NETWORK, NETWORK MODIFICATION AND NETWORK MAINTENANCE.

5.1 We reserve the right to modify our Network⁵, system configurations or routing configurations. Nothing in the RCA or these General Terms and Conditions will create or vest in you any right, title or interest in a Service, its configuration, or associated telephone numbers or addresses provided by us. We may, at our sole discretion and without liability, change or modify the features and functionalities of a Service or modify or replace any hardware or software

³ “Affiliate” means an entity controlling, controlled by, or under common control with, directly or indirectly, a party to these General Terms and Conditions.

⁴ “Customer Interface” means either (1) the point of your connection to our Network at our POP or (2) if you have ordered local access circuits from us, the point of your connection to the Service in a Telco closet or Telco room on your premises.

⁵ “Network” or “Global Crossing Network” means the telecommunications network and undersea or terrestrial fiber optic systems owned or operated by Global Crossing from time to time over which we provide services for carriage of your traffic or for other Services.

in the Network or in equipment used to deliver any Service over the Network provided that this does not have a material adverse effect on the level or quality of the committed Service or the agreed SLA.

5.2 We may perform scheduled or emergency maintenance (including temporary suspension of Service as necessary) to maintain or modify the Network or any network terminating equipment (“NTE”) (including software), which is owned by us or our suppliers, and installed at your premises to enable you to utilize the Services. For scheduled maintenance which will result in a service outage, we will give you at least ten (10) days’ advanced written notice of such outage and the planned duration of the outage. Any periods beyond the advised time for which such an outage continues will be considered a period of service unavailability for the purpose of the applicable SLA(s). For emergency maintenance which will result in a service outage we will give you as much advance written notice as is reasonably practical including the planned duration of the outage. Any periods beyond the advised time for which such an outage continues will be considered periods of service unavailability for the purpose of the applicable SLA(s).

5.3 Trouble Tickets. We provide trouble ticket support on a 365 x 7 x 24 basis. Trouble ticketing procedures will be provided to you at time of order by your Global Crossing account representative. In any circumstances where we dispatch technical assistance to your premises following the opening of a trouble ticket at your request, and the fault or Service outage is determined to be caused by something not within our control (such as, for example, a LAN problem at your premises or a problem with your equipment not managed by us) (a “Customer Fault”), you will be charged the greater of (a) the faulty vendor dispatch charge for technical assistance as set out in the Order Form for the applicable Service or (b) third party costs incurred by us in dispatching such technical assistance (including, but not limited to, costs incurred in having a third-party local access provider dispatch technical assistance to your premises). Trouble tickets are closed when the underlying issue either (i) has been resolved and Service has been restored or (ii) is determined to be caused by a Customer Fault. If, in such circumstances, we are requested to keep a trouble ticket open and provide additional troubleshooting assistance, we will provide such assistance at our discretion at our then current rate for professional services until such time as you instruct us to close the applicable trouble ticket.

6. ARRANGEMENT BY GLOBAL CROSSING OF LOCAL ACCESS.

6.1 If you order local access circuits from us in connection with a Service, information associated with such access circuits (including details of locations, type of access, service speeds, pricing, etc.) shall be listed on the Access sections of the applicable Order Form.

6.2. You understand and acknowledge that local access circuits and circuit speeds are offered by us on an “as available” basis and, where not supplied by us directly via a city ring or Metro Network, are dependent upon the supply of access services from third party vendors. Generally, our obligations in relation to the provision and installation of local access circuits shall extend only to the installation and provision of such circuits at the Minimum Point of Entry (“MPOE”) which serves your premises (i.e. the common Telco demarcation within your facility or end-user location such as a Telco closet or Telco room) and not necessarily at the specific location specified by you on the Order Form for such local access circuits. Notwithstanding the foregoing, if requested by you, we will arrange for the installation of ‘extended demarcs’ / inside wiring between the MPOE and your LAN at your premises (or those of your client, as applicable) where we have agreed to install local access circuits. In such circumstances, you acknowledge and agree:

- (i) that agreement to arrange and/or install extended demarcs shall be on a case by case basis;
- (ii) that we arrange for the installation of extended demarcs only at locations at which you have ordered local access circuits from us;
- (iii) that any such installation will be carried out by third-party contractors;
- (iv) to reimburse us for all related charges levied on us by such third-party contractors (including any subsequent break / fix charges); and
- (v) that our agreement to install any such ‘extended demarcs’ is conditional upon you (and/or your client, as applicable) arranging (a) physical access for such third-party contractors, on a timely basis, to any of the rights of way, conduits and/or equipment space necessary for such installations and (b) any consents or approvals required from applicable building owners and/or lessors necessary for such installations.

Where we agree to arrange the installation of extended demarcs, we will also undertake responsibility for the repair of such extended demarcs following the report of faults by you. Pricing and details of any extended demarcs to be provided by us (if any) will be set out in the Order Form(s) for the underlying Global Crossing Service. Pricing for extended demarcs set out in an Order Form will apply unless we revert to you with revised pricing following a site survey at the applicable premises and the parties agree to revised pricing prior to installation.

6.3 You acknowledge that our agreement to provide local access circuits is expressly conditional upon final confirmation and acceptance of your order for such circuits after you submit your order to us, at which time we shall confirm (i) availability of such circuits and (ii) the monthly recurring charge(s) payable in respect of such circuit(s)

should you decide to proceed with your order. Notwithstanding anything else to the contrary in the RCA or in an Order Form, all local access circuits ordered by you in connection with Global Crossing Services shall be deemed ordered by you for the same initial Service Term as the underlying Global Crossing Service in connection with which they are ordered. In addition, all local access circuits provided to you shall renew at the same time as the underlying Global Crossing service with which they are ordered in accordance with the renewal terms of the RCA.

6.4 In addition to your general responsibility to afford physical access to us or our third-party vendor, you are responsible for:

- 6.4.1 arranging physical access for us or our third-party vendor, on a timely basis, (i) to any of the rights of way, conduit and/or equipment space necessary to provide Service to the location specified by you for the Customer Interface (the “Circuit Location Address”) and (ii) to cable installed in your conduits at any splice or junction box, to support installation, repair, maintenance, inspection, replacement or removal of any and all facilities and/or equipment for the Service provided by us or our third-party vendor;
- 6.4.2 providing, on a timely basis and without charge or cost to us, the necessary space, conduit and electrical power required to terminate and maintain the facilities and NTE used to provide Service to a Circuit Location Address; and
- 6.4.3 ensuring that the equipment space and associated facilities, conduit and rights of way which you provide are a safe place to work and are protected against fire, theft, vandalism or other casualty, and that the use thereof complies with all applicable laws, rules and regulations and with all applicable leases or other contractual agreements.

6.5 Pricing. In addition to the one-time installation charge and MRC, as set forth on an Order Form for local access circuits, you may also be responsible for miscellaneous charges including any charges for special construction requirements, expedite requests or the like which are agreed with us at the time of ordering local access circuit(s). If our third party local access circuit provider is unable to complete installation at your premises at the time arranged and agreed with you for any reason within your control, including your failure to provide access to your premises at the pre-arranged time, you will be charged a faulty vendor dispatch charge as set out in the Order Form for the applicable Service.

6.6 POP Interconnection. If you choose to have us provision a Service between our POPs and you arrange your own local access circuits, an MRC in consideration of the cross-connection between the access vendor’s circuit and your Customer Interface (a “POP Interconnection Fee”) may be payable, as set out on the applicable Order Form. In such circumstances, we will be responsible for maintaining the cross-connect from the access vendor’s equipment to your Customer Interface. We reserve the right to require the execution of a Colocation access agreement or similar agreement as a condition of facilitating interconnect access.

6.7 Billing. The Service Commencement Date for a local access circuit provided by us shall be the date upon which the installation of that circuit has been completed at the Circuit Location Address for that circuit and the underlying Global Crossing Service is also available for your use at that location, regardless of whether or not (i) any ‘extended demarc’ arranged by you has been completed at that time or (ii) you commence using the local access circuit on that date. Before the RFS Date for a local access circuit, you may, upon prompt written notice to us, postpone the scheduled implementation date for that location, provided that if you postpone any scheduled implementation date for more than fifteen (15) days beyond the RFS Date, then the sixteenth (16th) day following the original RFS Date shall be deemed the Service Commencement Date for that local access circuit.

6.8 Early Termination. On termination of a local access circuit provided by us to you before the end of the Service Term for which it was ordered either (i) by you other than pursuant to your right to do so under the terms of the RCA because of our breach or under an SLA or (ii) by us because of your breach, you agree to pay (a) 100% of the MRCs for that local access circuit payable for the remainder of the Service Term for which that local access circuit was ordered (or deemed ordered pursuant to Section 6.3 above) by you and (b) a pro rata portion of any non recurring installation charge(s) for that local access circuit previously waived by us (if any).

7. CUSTOMER RESPONSIBILITIES.

7.1 In addition to your responsibility to pay for Services, and to any obligations applying under the terms of the RCA, you agree to:

7.1.1 provide network multiplexing functionality and any other equipment and facilities required to support the Services’ configurations and to connect to the Services at your Customer Interface.

7.1.2 ensure that all of your equipment which is connected to the Services performs according to the applicable manufacturer’s published technical specifications and applicable interface specifications as defined for the Services. We may disconnect any of your equipment from the NTE and/or the Network if, in our reasonable opinion, such equipment poses a danger of death, personal injury or damage to our employees, agents, subcontractors or property or will materially impair the Service(s) or the Network.

7.1.3 participate as requested in any testing procedures and provide technician support services and a secure and safe environment to any of our employees, agents or subcontractors working on your premises for installation, testing or maintenance of the Services.

7.1.4 obtain, as required by law or in accordance with the terms of the RCA, any necessary permission or cooperation of a telecommunications network provider or other relevant person for the connection or maintenance of your equipment.

7.1.5 use our Services only in accordance with the terms of the RCA, these General Terms and Conditions and any applicable SLA.

7.1.6 take reasonable steps to ensure that neither you nor your customers or other third-party authorized end users interfere with or disrupt other users of our Services or of our Network.

7.1.7 obtain any and all required licenses and permits relating to your use of the Services, the resale (if permitted), of the Services, and/or their use by your customers or other third-party authorized end users, and perform your obligations under these General Terms and Conditions and the RCA in a commercially reasonable, ethical and professional manner and in accordance with all laws and regulations applicable to you and/or to your use of the Service(s), including without limitation, (i) the U.S. Foreign Corrupt Practices Act and all other applicable anti-bribery laws and regulations, and (ii) all export control laws and regulations (including those promulgated by agencies of the United States Government) that prohibit the export or diversion of goods to certain prohibited countries. Except as set out in an SLA, resale and third party use of a Service for the purpose for which it was designed and provided is not prohibited by these General Terms and Conditions, provided that you acknowledge that our performance obligations under these General Terms and Conditions and the RCA are solely to you, and not to any third party.

8. GLOBAL CROSSING ACCEPTABLE USE AND SECURITY POLICIES.

8.1 You agree to comply with our Acceptable Use and Security Policies (collectively, the "Policy"), which Policy may be updated from time to time. The current, complete Policy is available for review at <http://www.globalcrossing.com/aup/>. You are responsible for maintaining awareness of the current Policy and adhering to the Policy as it may be amended from time to time. Notwithstanding anything to the contrary in the RCA, we may notify you of changes to the above website and/or changes to the Policy by a bill insert notice issued to you at your billing address.

9. INSURANCE.

For so long as we provide Services to you under the RCA, we shall maintain, at our own expense, the following insurance coverages:

Coverage	Limits
Workers’ Compensation/Employers’ Liability.	W.C.: Statutory; Employers’ Liability: \$1,000,000 per occurrence
Comprehensive General (Public) Liability, including completed operations and contractual liability.	\$1,000,000 per occurrence.
Comprehensive Automobile Liability for owned, non-owned, leased and hired cars.	\$1,000,000 combined single limit.
Umbrella (Excess) Liability over Comprehensive General Liability and Automobile Liability.	\$4,000,000 per occurrence and aggregate.
Professional Liability (Errors & Omissions Liability).	\$1,000,000 per claim and aggregate.

We will cause our insurers to waive all rights of subrogation against you. The insurance herein shall be primary and be non-contributing to any insurance maintained by you. With the exception of Workers’ Compensation/Employers’ Liability and Professional Liability insurance, we will cause our insurers to name you as an additional insured. Evidence of insurance will be provided via Certificates of Insurance. You will receive thirty (30) days’ advance written notice of cancelation or non-renewal of any of the policies above. Insurance carriers writing the insurance shall have a minimum A.M. Best Insurance Rating Guide rating of A- (A minus).

10. CONFIDENTIALITY.

10.1 Any non-public information or data of a confidential nature, regardless of the form or manner in which it is disclosed, which (i) relates to (a) the business, operations, products, systems and/or services of the party disclosing Information (the “Disclosing Party”) and/or its Affiliates and/or (b) discussions, negotiations and/or agreements between the parties, (ii) is clearly marked by the Disclosing Party as “Confidential” or “Proprietary”, and (iii) if disclosed orally, is reduced to writing by the Disclosing Party and delivered to the party receiving the information (the “Recipient”) within thirty (30) days of such disclosure (hereinafter, “Information”) will, in the absence of any pre-existing mutual confidentiality agreement between the parties, be subject to the confidentiality terms in this Section. Each of us acknowledges that the transmission of Information by you using the Service(s) and/or our Network shall not of itself constitute the disclosure of Information to us for the purposes of this Section.

10.2 From the date of disclosure until the expiration of two (2) years following the termination of the RCA, the Recipient will take all commercially reasonable efforts to keep confidential and not disclose without the Disclosing Party’s consent (other than as set forth in subsection 10.5 below) the Information received including, without limitation, using the same level of care with respect to the Information as the Recipient employs with respect to its own confidential or proprietary information. For purposes of maintaining the confidentiality of the RCA, both you and we will be Recipients of the Information contained therein, including, for the avoidance of doubt, all pricing for Services provided under the RCA. All Information is and will remain the property of the Disclosing Party, and no license or any rights under any patent, registered design, copyright, design right or any intellectual property or similar right belonging to either party are implied or granted under these General Terms and Conditions.

10.3 Notwithstanding the above, Information will not be deemed confidential and Recipient will have no obligation with respect to any Information which (a) is already known to Recipient prior to the effective date of the RCA, (b) is developed by Recipient independently of the Parties’ relationship under the RCA and Information disclosed pursuant to the RCA, (c) is or becomes publicly available other than through a breach of these General Terms and Conditions, (d) subject to subsection 10.4 below, is required to be released or filed by Recipient pursuant to stock exchange rules, law or governmental regulation, or (e) subject to subsection 10.4 below, is covered by lawful process served upon the Recipient.

10.4 If Recipient receives lawful process or notice of stock exchange rules, law or governmental regulation requesting or requiring it to disclose any Information, Recipient will promptly notify the Disclosing Party in order that the Disclosing Party may seek an appropriate protective order, or consent to the release of the Information, and shall not interfere with any action by Disclosing Party to seek such protective order or consent.

10.5 Notwithstanding anything in these General Terms and Conditions to the contrary, (i) we may disclose Information to our Affiliates and/or subcontractors solely for the purpose of providing Services to you and (ii) both you and we (and our respective employees, representatives, or other agents) may, subject to compliance with any applicable governmental or other applicable securities laws, disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the transactions contemplated by the RCA and all materials of any kind (including opinions or other analysis) that are provided to it relating to such tax treatment or tax structure.

10.6 The Recipient will on request of the Disclosing Party either: (a) return all copies of the Information to the Disclosing Party; or (b) destroy all copies of such Information and confirm in writing to the Disclosing Party that they have been destroyed; provided, that if the Recipient is subject to any legal or regulatory requirement prohibiting the destruction of documents in its possession, it may retain such copies upon written notice to the Disclosing Party and such retained copies will remain subject to these General Terms and Conditions without regard to the expiration of the two-year period referred to in subsection 10.2 above.

10.7 Processing and Transfer of Personal Data. If you disclose information relating to an identified or identifiable person to us, including information defined as Personal Data under EU Directive 46/95 and similar data privacy legislation in effect in any jurisdiction in which we provide Services to you (collectively “Personal Data”) or we collect Personal Data from your employees or callers, you (a) agree that we (or our Affiliate(s)) may process such Personal Data consistent with applicable law and regulation, only for the purpose of the provision of Services by us to you or for purposes connected with the subject matter of the disclosure and/or business relationship between the parties, (b) acknowledge that such processing may (subject to compliance with applicable laws) include the transfer of such Personal Data to our Affiliates worldwide and/or its storage in a local or foreign database, and (c) agree that you will obtain consent to such processing from the data subjects concerned. We provide some of our Services (for example, call recording features related to our conferencing services, as your data processor; where this is the case, we will only process Personal Data in accordance with your instructions, including as set out in these terms, and will implement

appropriate technical and organizational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration or unauthorised disclosure or access.

10.8 **Publicity.** Neither party will publish or use any advertising, sales promotions, press releases or other publicity which uses the name, logo, trademarks or service marks of the other without the prior written approval of the other, provided either party may list the other as a supplier/customer of the Services provided hereunder.

11. REGULATORY MATTERS.

11.1 You acknowledge that each Service provided by us will be subject to laws and regulatory rules in one or more jurisdictions. We undertake to comply with all applicable laws governing the provision of the Services to you, and accordingly, may cancel or suspend the provision of any Service, or portion thereof, upon reasonable notice to you if the provision of that Service, or any portion or element thereof, is determined to be a violation of any applicable law or regulation or of our license in any jurisdiction, or is no longer permitted under any of the same. In these circumstances, we will make reasonable efforts to restore the Service, or to provide a functionally equivalent substitute service that is permitted under any applicable law or regulation or under our license(s). Any pricing terms for a functionally equivalent substitute service will be separately negotiated.

11.2 If and to the extent that any products, software or technical information provided by us to you under the RCA are or may be subject to any applicable export laws and regulations, you agree that you will not use, distribute, transfer or transmit such products, software or technical information (even if incorporated into other products) except in compliance with such export laws and regulations (or licenses or orders issued pursuant thereto).

12. LATIN AMERICAN SERVICES.

12.1 You acknowledge and agree that Latin American Services, if ordered by you, will be provided directly by our Affiliates organized under the laws of the applicable Latin American country / countries in order to comply with applicable legal and regulatory requirements of those countries. With respect to Latin American Services, you further agree to enter into (or, if applicable, to cause your local Affiliate organized under laws of each applicable Latin American country in which the Service is to be provided to enter into) a separate contract with our Affiliate in each applicable country for the supply of such Latin American Services (a "Local Country Agreement"). You further acknowledge that the activation of any Latin American Services will be expressly subject to and conditional upon the execution of such Local Country Agreement(s). Each such Local Country Agreement will (i) incorporate by reference the terms of the RCA and these General Terms and Conditions, (ii) provide that the portion of the total amounts payable as are allocated to the local Services will be invoiced locally in accordance with applicable laws and regulations and (iii) contain such other provisions as may be reasonably necessary to comply with applicable laws and regulations. In addition, you acknowledge that activation of any Services in Mexico and/or Venezuela will be expressly subject to, and conditional upon, the execution of a Local Country Agreement or other agreement (in a form approved by the regulatory authorities of those countries) for the supply of those Services. "Latin American Services" means any transport or telecommunications Service where either or both of the originating or terminating end points of the traffic is located in any of Brazil, Argentina, Venezuela, Peru, Chile, Mexico, Panama and/or any other country (and their respective territorial waters) in Latin America in which we are licensed to provide services.