



TERMS AND CONDITIONS PURCHASE ORDER LATAM

1. Definitions

"Agreement" means the Purchase Order, upon express or implied Acceptance by Supplier.

"Goods" means any equipment, items, materials, or other type of goods to be supplied in accordance with the Agreement.

"General Conditions" means these general terms and conditions including all exhibits and attachments hereto.

"Particular Conditions" means the technical and commercial conditions contained in the Purchase Order.

"CenturyLink Affiliate" means any person that, directly or indirectly, controls, is controlled by, or is under common control with, CenturyLink Communications, Inc.

"CenturyLink" means the CenturyLink entity which is party to the Purchase Order and any of its successors and assigns.

"Confidential Information" means any information related to the Goods and/or Services (in whatever form or medium) disclosed (whether prior or subsequent to the issuance of the Purchase Order) by or on behalf of a party including, without limitation, the content and existence of the Agreement, all the proprietary information and any technical or business information furnished or disclosed by any party to the other in connection herewith and therewith.

"Law" means all laws, regulations, ordinances, codes, orders, directives, guidelines, interpretations or decisions of any governmental body or office, agency or court thereof and all permits, licenses and governmental and professional or technical standards or requirements or codes of practice.

"Purchase Order" means the document for request of Goods and/or Services issued by CenturyLink to Supplier which contains the General Conditions, the Particular Conditions and attachments, and that once expressly or impliedly accepted by Supplier, shall make the Agreement binding for the parties.

"Price" means the price of the Work specified in the Purchase Order.

"Supplier" means the person identified as such in the Purchase Order.

"Services" means such design, engineering, procurement, construction, or other services as may be specified in the Agreement.

"Site" means the site specified in the Purchase Order at which the Goods shall be delivered or where the Services shall be supplied.

"Work" means the Goods and/or Services specified in the Agreement.

"Use" means the design, testing, use, setting, cleaning, maintenance, handling, processing, storage, transportation, dismantling and/or the disposal of the Work.

2. Applicability of the General Conditions

The General Conditions will apply to the purchase of all Goods and/or Services agreed with Supplier, unless otherwise expressly provided in writing.

3. Supplier's Responsibilities. Health and Environmental Safety

Safety Supplier's provision of the Work shall be in accordance with the terms of the Agreement and applicable Law. Any deviation from or modification to specifications or drawings is subject to the prior written approval of CenturyLink. If Supplier considers that there is any omission, inconsistency or inaccuracy in such specifications or drawings, or that any modifications should be made to such specifications or drawings, Supplier shall forthwith give written notice thereof to CenturyLink.

Supplier may visit the Site at its own expense and shall satisfy itself as to the conditions of the Site and all such other factors that may affect Supplier in carrying out its duties pursuant to the Agreement.

Additionally, if the Work implies entering the Site of CenturyLink, Supplier undertakes to comply with all the rules and policies of CenturyLink related to the access of third party's personnel to the Site of CenturyLink.

Except as otherwise set forth in the Particular Conditions of the Purchase Order, Supplier shall provide all the necessary labor, tools, plant, equipment, and materials required by Supplier to carry out and comply its duties pursuant to the Agreement.

Supplier shall avoid hindrance to the activities of CenturyLink on the Site and elsewhere and to the work of persons employed by CenturyLink and contractors that supply goods and offer services to CenturyLink.



Supplier shall ensure that its employees and those of its subcontractors, suppliers, agents, and affiliates conduct themselves at all times on Site in a proper, safe, and diligent manner, in accordance

with Law.

Supplier shall, upon request, provide CenturyLink information (including periodic updates) on the inherent health and safety risks related to the Use of the Work (including the risks of any materials and/or equipment included therein or used in its fabrication) and shall issue recommendations related to health and safety actions needed to be taken in relation with its Use. Supplier shall provide CenturyLink periodic updates of such information and recommended actions to take when Supplier takes notice of significant matters which impact such Use.

Industrial Safety, Occupational Health and Environmental Protection. - The Supplier will strictly comply with all legal and technical standards on industrial safety, occupational health, environmental protection, fire prevention and control, as well as the standards, manuals, procedures and guides that CenturyLink establishes in this regard. Any cost that is caused by the fact of complying with said legal and technical standards must be paid by the Supplier. In particular, the Supplier declares to know the regulations on this matter and their implications and undertakes to strictly comply with them, in accordance with the Health, Safety, Environment Annex - EH&S. The Supplier must strictly comply with the provisions enshrined in said Annex and, without prejudice to it, with its other legal and contractual obligations in force.

4. Time and Place

Goods shall be delivered to, and/or Services shall be supplied at the Site on the date or within the period stated in the Agreement, during CenturyLink's usual business hours, if applicable. In the event Supplier fails to deliver the Goods and/or fails to supply the Services within the time specified, CenturyLink may, at its sole discretion, (i) decline to accept the Goods and/or Services and terminate the Agreement, or (ii) (in the case of Goods) ask its allocable fair share of Supplier's available Goods and terminate the balance of the Purchase Order. (i) Supplier shall be responsible for all applicable handling and return shipping charges for all Goods received in advance of the delivery schedule or (ii) CenturyLink, at its sole discretion, may retain such Goods and pay the corresponding invoice on the agreed maturity date specified in the Agreement, without loss of discount privileges or application of interest charges.

5. Inspection Rights

Supplier shall, when requested by CenturyLink, promptly provide drawings and technical data in connection with the Work for review, approval and/or file for record purposes. Any such review or approval shall not imply that CenturyLink has checked or is responsible for the accuracy of any drawings or technical data S.R.L. other than its own nor in any way relieve Supplier from any of its obligations under the Agreement or under Law.

CenturyLink and/or its designees for such purposes shall have the right, upon the giving of reasonable notice, to inspect or test any Work, and Supplier shall coordinate such inspection at the point of fabrication or at such other location requested by CenturyLink. Such inspections or tests shall not imply that CenturyLink has checked or is responsible for the Work nor in any way relieve Supplier from any of its obligations under the Agreement or under Law. If because of inspection or testing CenturyLink concludes that the Work will not conform in all respects to the Agreement, CenturyLink shall inform Supplier. Supplier shall take such steps as are necessary to ensure conformity with what was agreed prior to shipment. Supplier shall obtain CenturyLink's approval prior to the shipment of any Goods.

6. Warranty

Supplier warrants that all Goods will comply with the agreed specifications, shall be new, not refurbished or used, of good quality, suitable for the purposes and uses intended and shall be free from defects in materials or workmanship. Supplier warrants that all Services will be performed with the degree of care, skill and diligence normally provided in the performance of professional, engineering, and technical services relating to projects of a nature similar to that contemplated by the Purchase Order and according with Supplier's best professional knowledge and judgment.

Supplier warrants that the performance of all Work shall comply with the requirements of the Agreement and applicable Law, and Supplier shall report any defects in the Work as soon as it becomes aware thereof. All warranties set forth in the Agreement shall remain in force and effect for (i) the term of two (2) years from the date that CenturyLink takes delivery of the Goods or the commencement date of the Services, or (ii) the term stipulated by the applicable law, whichever is longer. If a Good or part of that Good is replaced or repaired, or if a Service is rectified or re-performed, a new warranty period for that Good or part of that Good or that Service shall start in the date in which that Good or part of that Good is replaced or repaired, or when that Service is

rectified or re-performed.

Supplier represents and warrants to CenturyLink that as to any Goods and/or Services provided by Supplier but not manufactured, created or rendered by Supplier, that Supplier shall (i) assign to CenturyLink to the extent permitted by Law or by the manufacturer, licensor or service provider, the manufacturer's, licensor's or service provider's warranties and hold the benefit of any such warranties as trustee for the assignee and/or (ii) enforce manufacturer's, licensor's or service provider's warranties for and under the instructions of CenturyLink when and where applicable in relation to the Goods or Services. All Supplier warranties shall run to CenturyLink, its successors, assigns,



customers at any tier, and final users and joint users. This paragraph does not relieve Supplier of any other warranty obligations implied by statute or set forth elsewhere in the Agreement.

CenturyLink has the right to reject any non-conforming Work (or portion thereof) that does not comply with what was established in the Agreement and shall notify Supplier of any breach of warranty within a reasonable period. In such event, Supplier shall at its own cost and expense re-perform any necessary Work to remedy its default (repair, replace or rectify, as applicable) with all possible speed and without additional cost to CenturyLink. In case that CenturyLink has reasonable grounds to believe that Supplier is incapable of causing such Work to be provided in the required manner within a reasonable cure period (which in no event shall be greater than ten (10) days), CenturyLink shall have the right to hire a third-party (including a CenturyLink Affiliate) to

provide such Work, and Supplier shall be required to pay all related expenses. CenturyLink shall inform Supplier in writing of the need of hiring a third party. Supplier shall reimburse any transportation and any other charges incurred by CenturyLink in connection with such replacement or repair. CenturyLink's rights hereunder are in addition to, and do not limit any rights arising under, the Agreement or applicable Law.

7. Invoicing/Payment

Unless otherwise provided in the General Conditions of the Purchase Order, Supplier shall invoice and certify each item of the Purchase Order when they are 100% completed (mechanically finished). All invoices shall accurately reflect sum(s) due from CenturyLink and shall be issued in form and substance satisfactory to CenturyLink, including supporting documentation. All invoices shall be delivered to the address specified by CenturyLink in the Particular Conditions.

Unless otherwise provides in the Particular Conditions of the Purchase Order, CenturyLink shall pay each invoice not later than sixty (60) days after receipt thereof. Taxes assessed to Supplier but attributable to CenturyLink, if any, shall be stated separately on the invoice to CenturyLink.

The delivery of an invoice meeting the requirements set forth under the caption "Taxes" shall be a condition precedent to CenturyLink's obligation of payment, whether in whole or by installments. If under applicable Law, CenturyLink is prevented from making payment in the currency specified in the invoice, CenturyLink shall make payment to Supplier in the currency required by Law, in an amount which shall be calculated by converting the sum specified in such invoice by the applicable exchange rate required by Law or, if no exchange rate is so required, by the applicable exchange rate published in the Wall Street Journal or similar, in each case as of the business day that is three (3) days prior to the date of payment.

CenturyLink shall be entitled to set off against the Price any sums owed to CenturyLink by Supplier. Payment shall not be deemed as an acceptance by CenturyLink that the Goods and/or Services are in compliance with the specifications of the Agreement.

8. Record Keeping and Audits

Supplier shall maintain, and shall procure that its subcontractors, suppliers, agents and affiliates (together with Supplier, the "Record Keepers" or "RKs") shall S.R.L. maintain, true and detailed records in connection with the provision of Work, and such records shall be retained for a period of not less than 36 (thirty six) months after settlement of the last invoice.

CenturyLink or its nominee may, at any time and at its own expense, audit from time to time, all records of RKs required to confirm compliance with the Agreement and Law. RKs shall allow sufficient access to the personnel of CenturyLink to their offices, documentation and electronic information systems related to the Work, to carry out such audits, upon reasonable prior notice of CenturyLink.

CenturyLink additionally may join with Supplier in the audit of the records of third parties. Supplier shall ensure that relevant enabling provisions for auditing and record keepers, substantially similar to the one included in this General Conditions, are included in all agreements which it shall enter into with record keepers in respect of the Work.

9. Title to Work; Risk of Loss

Ownership of Work shall pass to CenturyLink free and clear of all liens or claims upon the making of payment to Supplier for such Work, unless in the Particular Conditions of the Purchase Order is specified that Goods shall be imported into the Relevant Taxing Jurisdiction, in which case ownership to such Goods shall pass to CenturyLink in international waters prior to the time such Goods enter the Relevant Taxing Jurisdiction. Notwithstanding passage of ownership, Supplier shall retain full care and custody and all risk of loss with respect to the Goods until such Goods has been delivered to the Site and installed, tested and approved in accordance with the terms of the Agreement. Passage of risk of loss shall be without prejudice to the continuing obligations of Supplier under the Agreement.

10. Packaging and Markings

Goods shall be labeled and marked to identify the content without opening the package, and all boxes and packages must contain packing sheets listing contents. Supplier shall take all necessary measures to ensure that Work which is to be delivered to CenturyLink is packaged in a safe and sufficient manner to avoid damage or loss while in transit or otherwise until delivery to CenturyLink.



In cases in which the Work has not been delivered to and/or installed at the Site, but the title has passed to CenturyLink, such Work shall be physically isolated and clearly marked as "Property of CenturyLink" together with the relevant Purchase Order numbers.

In the absence of specific instructions, Supplier shall guarantee that the packaging and marking comply with the best market standards and that they are adequate to support all the risks during storage and shipment.

Any loss or damage which results from a defective or insufficient packaging and marking shall be assumed by Supplier.

11. Intellectual Property Rights

Supplier hereby grants to CenturyLink, and CenturyLink accepts, the entire rights and ownership that the Supplier has in relation to the Service Product, and to all copyrights and other proprietary rights therein or based thereon and to the Goods. "Service Product" shall mean all data, documentation, software and information, in whatever form, first produced or created by or for Supplier, or provided to or by Supplier, in either case, as a result of or related to the performance of the Services.

Supplier hereby grants to CenturyLink, and CenturyLink accepts, unlimited, perpetual, irrevocable, unrestricted, royalty-free, fully paid-up, worldwide and non-exclusive rights and licenses in and to the Background Work, including all proprietary rights therein and based thereon and to all operating and other manuals relating to the Goods.

"Background Work" shall mean all data, documentation, software and information, in whatever form, although not first produced or created originally by or for Supplier as a result of or related to the performance of the Work, but included in, necessary, useful or utilizable in or with the Service Product, the Goods or any portion thereof.

Supplier shall indemnify, and shall cause each subcontractor to fully indemnify CenturyLink and CenturyLink Affiliates against all claims, liabilities, damages, losses, costs and expenses that arise related to or as a consequence of infringement or alleged infringement of any patent, registered design, trade-mark, service mark, copyright or any other form of intellectual or industrial property right or any similar protection which arises out of or in connection with the Work or anything done by or for Supplier in relation to the Work or any use or resale by CenturyLink of the Work.

Supplier represents and warrants that the Goods and/or Services purchased supplied under this Agreement do not infringe any patents, trademarks, copyrights, trade secrets or other intellectual property of any third party.

12. Taxes

The Price for Goods and/or Services does not include any type of tax, duty, levy, charge or custom imposed or collected by any domestic or foreign taxing authority or agency (including, without limitation federal, country, state, county, provincial, or local sales, use, value added, income, franchise, stamp, turnover, goods and services, consumption taxes or other similar taxes) (collectively, "Taxes").

All payments made by CenturyLink under the Agreement shall be made free and clear of and without deduction or withholding for or on account of any Taxes, except as established in two paragraphs below, unless such deductions or withholdings are required by applicable law, in which case CenturyLink shall (i) withhold the appropriate amount to make the payment, (ii) pay such amount deducted to the relevant taxing authority in accordance with applicable law and (iii) deliver to Supplier a copy of a receipt issued by such taxing authority evidencing such payment or other commercially reasonable evidence of such payment.

Supplier agrees to complete and provide to CenturyLink and, if required, to the applicable taxing or governmental authority, such forms, certifications, or other documents, as may be requested in timely manner by CenturyLink, in order to make payments to Supplier without any deduction or withholding (or at a reduced rate thereof) on account of Taxes.

Supplier agrees to use best efforts to cooperate with and assist CenturyLink to reduce or eliminate Taxes imposed by any country, state or other jurisdiction where Goods and/or Services are to be provided (each, a "Relevant Taxing Jurisdiction"), including, without limitation, the following measures (i) rendering services, where reasonable and possible, through a Supplier associated company which is not subject to withholding tax, (ii) registering for value added, turnover, sales or other similar taxes in the Relevant Taxing Jurisdiction, (iii) purposing to exempt from Taxes the Goods and/or Services which are the subject of the Agreement, whether in manufacturing or related to importation, location or installation, (iv) requesting revisions, drawbacks,

remissions, reclassifications, or the like in the jurisdictions identified by CenturyLink, provided that neither Supplier nor any Supplier-associated company shall be required to act other than in accordance with applicable laws then in force.

Supplier shall render all invoices under the Particular Conditions in U.S. Dollars or in such other currency as required by local law, local tax regulations, including value added tax regulations, or as mutually agreed upon between the parties. In addition, Supplier shall render all invoices hereunder in the proper format and in accordance with the procedures required by applicable laws, including value added tax regulations. Supplier shall invoice CenturyLink, indicating separately and in detail, all applicable Taxes that shall be payable by CenturyLink. CenturyLink shall pay those Taxes unless CenturyLink provides Supplier with a valid resale certificate or other similar exemption documentation. Supplier agrees to make changes, as requested by CenturyLink, to any invoice and re-issue such invoice to CenturyLink where CenturyLink determines in good faith such invoice does not meet the requirements under applicable law of the Relevant Taxing Jurisdiction. Supplier, at its expense, shall defend, indemnify and hold harmless CenturyLink, its affiliates, agents, subcontractors



and employees (collectively, "Tax Indemnitees") in relation to any Tax, claim, proceeding, demand, cost, expense, liability and judgment asserted against or incurred by any Tax Indemnitee as a result of the failure of any invoice to be rendered in compliance with the requirements of applicable law, except to the extent that such Taxes or costs result from the negligent acts or willful misconduct of CenturyLink.

Notwithstanding the foregoing, CenturyLink shall give full opportunity and authority to Supplier to assume the sole defense of any contest, but only to the extent that such contest or portion thereof is related to Taxes imposed solely and directly as a result of a failure of any invoice to be rendered in compliance with the requirements of applicable law. However, that if any such contest or the settlement or resolution thereof could, in the reasonable judgment of CenturyLink, result in any un indemnified adverse consequences to any Tax Indemnitee, then Supplier and CenturyLink shall jointly control such contest, and the settlement or resolution thereof.

CenturyLink will not be responsible for the payment of any amount of value added taxes, turnover taxes, sales taxes or similar taxes (collectively, "VAT") more than once with respect to any Goods and/or Services (a "Duplicative Tax") and Supplier shall be responsible for any amount of Duplicative Tax. Supplier, at its expense, shall defend, indemnify and hold harmless all Tax Indemnitees against any and all claims, proceedings, demands, costs, expenses, liabilities and judgments for Duplicative Taxes incurred by any Tax Indemnitee, except to the extent that such Duplicative Taxes were caused by the negligent acts or willful misconduct of CenturyLink. Each party shall provide the other party with prompt notification in writing of any such Duplicative Taxes. when it obtains knowledge thereof. Supplier shall have control of the defense of any action, claim or demand and of all negotiations for its settlement or compromise and CenturyLink shall cooperate, at Supplier's expense in a reasonable way to facilitate the defense of such claim or demand or the negotiations for its settlement.

When the Agreement requires Goods to be imported into the Relevant Taxing Jurisdiction, CenturyLink agrees to be the importer of record or designate an importer of record/consignee on its behalf with respect to each Relevant Taxing Jurisdiction, unless CenturyLink chooses not to be

importer of record, in which case Supplier agrees to be the importer of record. CenturyLink, or, if applicable, Supplier, must provide a letter of authorization from any third-party designee stating it agrees to be the importer of record on CenturyLink's behalf and identify the name and address of the designated importer of record. Regardless of whether CenturyLink or the Supplier acts as importer of record or designates a designee on its behalf, with respect to each Relevant Taxing Jurisdiction. In any case, the property and risk of loss will be transferred in accordance with provisions hereof under the caption "Title to Work; Risk of Loss" of this General Conditions, unless

CenturyLink and Supplier agree otherwise.

The provisions of this section (Taxes) set forth the sole and exclusive rights and obligations of the parties hereto with respect to Taxes. In the event of any express or implied conflict between this section (Taxes) and any other provisions of the Agreement with respect to Taxes,

this section (Taxes) shall control.

13. Indemnification

Supplier shall defend, indemnify, and hold CenturyLink, its CenturyLink Affiliates, its agents, successors and assigns harmless from, any and all claims, losses, expenses (including, without limitation, reasonable attorneys' fees and court costs), costs or damages arising from or related to: (i) breach of the warranties given by Supplier in relation to the Goods and/or Services or any other provision of the Agreement; (ii) the non-fulfillment of the applicable law, including import/export regulations or any other provision in effect at the time of the delivery of the Goods or supply of the Services; (iii) claims presented by third parties for damages to property or injury (including death) of persons, ascribed to Supplier or to its officers, employees, agents, subcontractors, affiliates, representatives, or consultants.

14. Insurance

Supplier shall contract, prior to the commencement of any Work, the insurance coverages specified in the Particular Conditions of the Purchase Order, and/or in the policies of CenturyLink related to the entry of third party personnel to the Site of CenturyLink, if applicable. Supplier shall maintain in force the insurance coverages for the amounts and extensions agreed or stipulated by law, during the entire Agreement and with a reputable insurer.

When applicable, Supplier will name CenturyLink as an additional insured under the coverage. In addition, Supplier shall be solely responsible for maintaining, and requiring Supplier's subcontractors and agents, to maintain such adequate health, auto, workers' compensation, unemployment compensation, disability, liability, vehicle, property and other insurances, (i) as is required by law, or (ii) as is business common practice in the industry being exercised. Adequate coverage related to any CenturyLink property under the care, custody or control of Supplier or Supplier's personnel shall be maintained. In any event, coverage shall be primary above all other valid and collectable policies in force, and CenturyLink shall be provided thirty (30) days advance notice of cancellation or reduction in coverage or limits. Policies shall contain waivers of subrogation by endorsement or otherwise. CenturyLink shall be provided with the applicable certificates of insurance or evidence of coverage before Supplier, its subcontractor(s), or agent(s), as the case may be, commence performance.



Supplier shall be liable of all deductibles applicable to each insurance. CenturyLink shall have the right on request to inspect Supplier's policies of insurance and to obtain documentary evidence that Supplier is fully complying with its duties in accordance with the foregoing provisions. The limits specified in this Agreement shall be the minimum requirements and shall not be construed in any way as limits on liability.

15. Limitation of Liability

IN NO EVENT SHALL CENTURYLINK, ANY CENTURYLINK AFFILIATE OR SUPPLIER BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY LOSSES OF REVENUES, BUSINESSES, CONTRACTS, ANTICIPATED SAVINGS OR PROFITS) AS A CONSEQUENCE OF OR IN RELATION WITH THE PERFORMANCE OR FAILURE TO PERFORM THE AGREEMENT. THIS LIMITATION SHALL APPLY WITH REGARDS TO ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, FRAUD, MISREPRESENTATION, AND OTHER TORTS.

16. Confidentiality

The recipient of any Confidential Information shall not publish or otherwise disclose such Confidential Information to others without the written approval of the disclosing party; provided, however, that the foregoing provisions shall not apply to any Confidential Information which (i) becomes publicly available other than through the recipient, (ii) is received from a third party without restriction and without an obligation to keep confidentiality, (iii) is independently developed by the recipient, (iv) is required to be disclosed by Law, provided that the party availing itself of this exception has used commercially reasonable efforts to avoid or limit such disclosure or (v) becomes essential to the settlement of any dispute or enforcement of one party's rights under the Agreement, in which case appropriate protective measures shall be taken to preserve the confidentiality of such Confidential Information as fully as possible within the confines of such negotiation or implementation process. If any Confidential Information is required to be disclosed pursuant to the foregoing clause (iv), the party required to make a disclosure of the Confidential Information shall promptly inform in writing to the other party of the requirements of such disclosure. Notwithstanding the foregoing, Confidential Information may be made available to employees, agents, subcontractors, affiliates, legal, financial and accounting advisors and financial institutions of each of the parties, to the extent that any such party has taken the necessary measures to ensure that any such person will comply with the confidential provisions of this Agreement.

Supplier and CenturyLink each agree that neither shall use Confidential Information other than in connection with the Work. On termination of the Agreement, each agrees to either return to the other all documents containing Confidential Information or to destroy all copies thereof.

The provisions of the foregoing paragraphs shall survive for two (2) years following the expiration or termination of the Agreement.

17. Time is of Essence

Time shall be of the essence in respect of Supplier carrying out all of its duties pursuant to the Particular Conditions and failure to comply with specified dates informed by CenturyLink shall be considered an essential default without the requirement of further notice. If Supplier fails to meet its scheduled delivery date and CenturyLink elects to call for expedited shipments, Supplier shall pay the difference between the agreed method of shipping and the alternative expenditures incurred.

18. Liquidated Damages for Delay

If Goods are not delivered or Services are not supplied or completed on the agreed date or before that, then, CenturyLink shall be entitled to deduct from the Price or to claim from Supplier the liquidated damages for delay, and not as penalty, notwithstanding any other right that CenturyLink may have (including without limitation the right to request other damages if the sums are not enough to repair the damages of CenturyLink). Except different percentages stipulated in the Particular Conditions of the Purchase Order, the liquidated damages shall be 0.1% of the Price for every day's delay, up to a maximum of ten percent (10%) of the Price. Upon the accrual of maximum delay damages, CenturyLink shall be permitted to immediately terminate with no additional notification.

19. Assignment; Subcontracts

The Agreement shall be binding upon and shall be to the benefit of the parties and their respective successors and assigns. Neither of the parties shall transfer their rights or delegate or subcontract their obligations in accordance with the Agreement, without prior consent of the other party except for (i) an assignment by CenturyLink to any CenturyLink Affiliates or to a successor to substantially all the assets of CenturyLink or to a CenturyLink Affiliate by way of a corporate reorganization, merger, consolidation or sale of assets, (ii) an assignment by Supplier of all its rights and duties under the Agreement to its Local Country Subsidiary, or (iii) an assignment as collateral to financial institutions by either CenturyLink or Supplier. Any permitted assignment or subcontract shall not in any way relieve Supplier from any of its obligations under the Agreement.

20. Termination for Convenience

CenturyLink may terminate the Agreement in full or in part at any time for its convenience upon giving Supplier fifteen (15) days prior notice and against payment of costs reasonably incurred by Supplier (in relation to the Work already performed in conformity with the Agreement) through the date of receipt of such notice.



21. Termination for Cause If either Supplier or CenturyLink enter into a process under any bankruptcy law or insolvency, or if makes an arrangement or composition with its creditors or has a receiver, manager or administrative receiver appointed or commences the winding-up process or suffers any consequence as a result of insolvency or debt, then the other party, may, without prejudice to any other rights, terminate the Agreement forthwith by notice to the defaulting party or its successor in interest.

In case of a delay in the delivery of the Goods or the Services, the termination of the Agreement shall be governed by the provisions of liquidated damages set forth below.

When Goods and/or Services do not comply with the requirements of the Agreement, CenturyLink shall at Supplier's option and immediately upon request: (i) repair the Goods and/or Services, without any additional expense to CenturyLink, (ii) replace the Goods and/or Services with conforming Good and Services, without any additional expense to CenturyLink, or (iii) collect from CenturyLink a reduced price or reimburse to CenturyLink the difference between the value of the Goods and/or Services if they had conformed and their value as delivered.

Unless provided otherwise in the Particular Conditions, CenturyLink will be entitled to liquidated damages in an amount of zero point one percent (0.1%) of the Price of the non-conforming Goods and/or the fees of the Services for each day of delay between the date of notification of the non-conformity and the date in which the substitute Goods are delivered or repair of Goods or correction of the supply of Services is completed.

In general, if Supplier fails to comply in any material respect with any of the terms and conditions of the Agreement, and if that failure is not corrected within thirty (30) days following written notice by the CenturyLink, CenturyLink may terminate the Agreement with no need of previous notice.

If (i) a Force Majeure event (as defined below) prevents Supplier from performing its obligations for a period of at least thirty (30) consecutive calendar days or (ii) Supplier ceases, or threatens to cease, to carry on business, CenturyLink may, without prejudice to any other of its rights, terminate the Agreement forthwith by notice to Supplier.

22. Force Majeure

Neither party shall be liable for failure to perform its obligations under the Agreement if (i) the failure was due to an impediment beyond its control; (ii) it could not reasonably be expected to have taken into account the impediment or its effects upon its ability to perform at the time of the execution of the Agreement; and (iii) it could not reasonably have avoided or overcome it or its effects ("Force Majeure").

In any case, any type of strikes and other labor actions that affect Supplier's employees, subcontractors and agents will not be considered as an event of Force Majeure. The time provided for performance shall be extended for a period equal to the duration of such Force Majeure event.

The extension arising from such Force Majeure event shall only be granted if notice is given by the party requesting a delay to the other party within ten (10) days after knowledge of the event constituting the Force Majeure. Force Majeure shall not excuse the late payment of money.

23. Language

The Agreement can be available both in English and/or Spanish. The Spanish versions thereof shall always be authoritative and shall prevail over any translations thereof.

24. Remedies not Exclusive

No remedy conferred by any provision of the Agreement shall be exclusive of any other remedies, and each remedy shall be cumulative and shall be in addition to every other given under the Agreement or Law.

25. Waiver; Amendments

No waiver of any provision of the Agreement shall be deemed a waiver of any other provision of the Agreement or a waiver of such provision with respect to any subsequent breach, unless expressly otherwise provided in writing. All amendments to the Agreement shall be in writing and shall be signed by the parties.

26. No Exclusivity

Nothing in the Agreement shall imply an exclusivity of purchase or supply, or to prevent or restrict CenturyLink or any CenturyLink Affiliates from purchasing goods or services similar or identical from

any source whatsoever or in any way prevent from supplying or offering to supply goods or services to any person (subject to confidentiality requirements).

27. Compliance with Law



Contractor shall perform its obligations under this Agreement in a commercially reasonable, ethical and professional manner and in accordance with applicable legal requirements, including without limitation, (i) the U.S. Foreign Corrupt Practices Act and all other applicable anti-bribery laws and regulations, (ii) all laws, regulations, codes of practice and guidelines regarding data privacy, telemarketing, "slamming" or other inappropriate selling activities, and (iii) all export control laws and regulations (including those promulgated by agencies of the United States Government, including the U.S. Departments of Commerce and Defense), which prohibit the export or diversion of goods to certain prohibited countries.

28. Relationship of Parties

No party to the Agreement shall be deemed an agent, partner, joint venture, or related entity of the other party thereto by reason of the Agreement.

29. Entire Agreement

The General Conditions, the Particular Conditions and its appendixes constitute an indivisible part of the Purchase Order. The Agreement constitute the entire agreement between CenturyLink and Supplier in respect of the Work and supersedes any previous agreement or understanding between CenturyLink and Supplier in respect thereof.

30. Severability

If for any reason any provision contained in the Agreement should be illegal, void, or unenforceable all other provisions contained in the Agreement shall not be affected and accordingly shall remain in full force and effect. Any such provision shall be replaced by a provision agreed upon by CenturyLink and Supplier, fulfilling as closely as possible the purpose of the removed provision.

31. Interpretation

In the event of inconsistencies or conflict between the terms of the Purchase Order and any of the terms of the General Conditions, the terms of the Purchase Order shall control only regarding commercial and technical terms. The parties agree to these General Conditions and reject in whole any other general provisions or conditions of Supplier.

32. Governing Law; Arbitration

The Agreement shall in all respects be governed by and construed in accordance with the law of complete country]. All disputes that arise in connection with the Agreement which are not settled amicably shall be finally resolved by the Center of Arbitration of the Chamber of Commerce of [complete country] in accordance with the arbitration rules in force at the time of commencement of the arbitration procedure of the arbitration at law. The arbitration shall be conducted in accordance with such entity's rules of arbitration in effect at the time of commencement of the arbitration procedure. The arbitral tribunal shall consist of three (3) arbitrators.

The venue of the arbitration shall be [complete City, Country]. The arbitration award rendered shall be final and conclusive and judgment thereon may be entered in any court having jurisdiction for its enforcement. Neither of the parties shall appeal the decision of the arbitration tribunal before any court.

33. Survival of Obligations

The cancellation, expiration or early termination of the Agreement shall not release the parties from the obligations which by their nature are intended to survive, including without limitation the provisions about warranties, compensation obligations and confidentiality.

34. Fines

Pecuniary sanctions: Supplier agree that CenturyLink will impose fines on Supplier for breach of this agreement in a sum equal to zero point five percent (0,5%) of the value of the offer for each day of delay or for the breach of any of the obligations under his charge. CenturyLink may deduct the amount of the fines imposed from the balances pending payment to Supplier. The total value of these sanctions will not exceed the amount of 15% of the estimated value of this agreement. If the sanctions exceed 15% of the total value of this agreement, the penalty clause will be applied. Supplier acknowledges that this Agreement provides a right of execution for the payment of sanctions or fines. A judicial counterclaim will not be necessary to hold the debtor in default.

The amounts of the penalties and fines provided in this clause do not in any case constitute an early valuation of damages in the event that CenturyLink decides to terminate this agreement for breach in the events set forth herein, without prejudice to the other legal actions that CenturyLink is entitled to take.

Penalty Clause: Supplier agrees as a penalty a sum equal to fifteen percent (15%) of the value of this agreement, for the total or pro rata in the case of partial breach of its provisions. Said penalty will be enforceable without the need for a private or judicial notice to hold the other party in default, and without prejudice to the main obligations that each party must comply with under this Agreement and the law. In any case, it shall be understood that the payment of the penalty does not extinguish the main obligations, and that the non-breaching party may request the payment of the penalty and indemnification for damages at the same time, if applicable. This agreement shall be sufficient evidence for the collection of this penalty. The enforcement of this penalty does not exclude the indemnification for damages if the amount



of damages is greater. The amounts described in this clause may be taken directly from the balances owed to Supplier, if any, which the Supplier expressly authorizes to CenturyLink to do, and if this too is not possible, they shall be collected in an enforcement proceeding, for which this Agreement, its Service Additions and the evidence that demonstrates the reason for the application of the Penalty Clause shall provide a right of execution.

35. Supplier Code of Conduct.

Supplier agrees to comply with all the obligations provided in CenturyLink's Supplier Code of Conduct. The Supplier Code of Conduct will be considered an integral part of the Agreement and any breach of its provisions will be considered as a breach of the Agreement.

36. Personal Data.

Supplier shall always comply with the applicable data protection laws and shall not perform its obligations in such a way to cause CenturyLink to breach any of its applicable obligations under such applicable laws. To the extent that Supplier processes CenturyLink's personal data (including data of CenturyLink employees, customers and/or other Suppliers) Supplier shall: (i) process personal data only in accordance with lawful instructions from CenturyLink; (ii) not use personal data other than as necessary to provide the perform the Works under the Agreement; (iii) implement appropriate technical and organizational measures, to protect personal data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure, having regard to the harm that may result from unlawful or unauthorized processing, and the nature of the personal data to be protected; (iv) take reasonable steps to ensure the reliability and integrity of any Supplier personnel or permitted agent or subcontractor who have access to personal data and ensure that such parties are informed of the confidential nature of personal data and comply with the obligations set out in this section and applicable laws; (v) not transfer any CenturyLink personal data outside [complete country] without the prior written consent of CenturyLink; and (vi) From time to time comply with any reasonable request made by CenturyLink and allow audits to ensure compliance with the measures mentioned in this section.