

LUMEN MASTER SERVICE AGREEMENT

This Master Service Agreement ("Agreement") is between **CenturyLink Latin American Solutions, LLC d/b/a LUMEN TECHNOLOGIES GROUP** ("Lumen") and Customer, as identified on the executed Order, and whose address and company information is as reflected in Lumen's records ("Customer"). This Agreement provides the terms and conditions applicable to Customer's purchase of products and services ("Service") from Lumen.

1. Term. The term of the Agreement will continue until the expiration of the last Service Term (as defined in Section 3 below), unless earlier terminated in accordance with the Agreement ("Term").

2. Service. Lumen will provide Service in accordance with the Agreement, including all applicable Service Schedules, Service Exhibits, Statements of Work, Order(s), pricing attachments, and any other documents that are attached or expressly incorporated into the Agreement ("Service Attachments"). Additional Service Attachments may be added by Amendment or by Customer placing an Order.

3. Order(s). Customer may submit requests for Service in a form designated by Lumen ("Order"). The term for a Service is defined in the applicable Service Attachment ("Service Term"). Unless otherwise set forth in a Service Attachment or applicable laws and regulations, Service Term (or its renewal) will automatically renew for an additional 12 months Service Term at the existing rates, unless either party notifies the other its intention not to renew at least 30 days prior to expiration of the Service Term. If a Service is renewed in accordance with the foregoing, Lumen may increase the rates for that Service upon 30 days written notice to Customer, in which case Customer may terminate some or all of the affected Services upon 30 days written notice to Lumen and the Service will terminate without liability to any of the parties. Lumen will notify Customer of acceptance of requested Service in the Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Attachment. Renewal Orders will be accepted by Lumen's continuation of Service. For moves, adds or changes agreed to by Lumen, Customer will pay Lumen's then current charges unless otherwise specifically stated in a Service Attachment. Customer hereby grants special, ample, and sufficient power of attorney to the persons appointed in an Order or otherwise in writing as Customer Technical Representative(s), Delegated Administrator(s) of Lumen portal (and those who they may designate), to Customer's commercial contact and/or any other person otherwise appointed in writing by Customer to carry out any and all actions available at such Lumen portal, including but not limited to placing further Orders, cancellation of Services and submitting billing disputes.

4. Cancellation and Termination Charges. Unless otherwise set forth in a Service Attachment:

(a) Customer may cancel an Order (or portion thereof) prior to the delivery of a Connection Notice upon written notice to Lumen identifying the affected Order and Service. If Customer does so or if Service is terminated by Lumen as the result of Customer's default, Customer will pay Lumen a cancellation charge equal to the sum of: (1) for Off-Net Service, third party termination charges for the cancelled Service; (2) for On-Net Service, 25% of the total MRCs of the Service; (3) the non-recurring charges ("NRC") for the cancelled Service; and (4) Lumen's out-of-pocket costs (if any) incurred in constructing facilities necessary for Service delivery.

(b) Customer may terminate a specified Service after the delivery of a Connection Notice upon 60 days' written notice to Lumen. If Customer does so, or if Service is terminated by Lumen as the result of Customer's default, Customer will pay Lumen a termination charge equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining MRCs for months 1-12 of the Service Term; (3) 50% of the remaining MRCs for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide Service under this Agreement.

The charges in this Section represent Lumen's reasonable liquidated damages and are not a penalty.

5. Scheduled Maintenance and Circuit Configuration. Scheduled maintenance will not normally result in Service interruption. Unless otherwise set forth in a Service Attachment or applicable regulation, if scheduled maintenance requires Service interruption Lumen will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. If Customer provides the local access used in connection with Lumen provided Services, Customer will: (1) provide Lumen with circuit facility and firm order commitment information and design layout records to enable cross-connects to Lumen Service(s) (provided by Lumen subject to applicable charges), (2) cooperate with Lumen (including changing demarcation points and/or equipment and providing necessary authorizations or permits) regarding circuit grooming or re-provisioning, and (3) where a related Service is disconnected, provide Lumen a written disconnection firm order commitment from the relevant third party provider. Lumen may, at its sole discretion, re-provision any configuration circuits from one off-net provider ("Off-Net") to another and/or to the Lumen owned and operated network ("On-Net"), and such changes will be treated as scheduled maintenance.

6. Service Levels.

(a) Any "Service Level" commitments applicable to Services are contained in the Service Attachments applicable to each Service. If Lumen does not meet a Service Level, Lumen will issue to Customer a credit as stated in the applicable Service Attachment on Customer's request, except that credits will not be provided for Excused Outages. Lumen's maintenance log and trouble ticketing systems are used to calculate Service Level events. Excused Outages mean scheduled maintenance under Section 5 and force majeure events, unless otherwise defined in a Service Attachment.

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(b) Unless otherwise set forth in a Service Attachment, to request a credit, Customer must contact Customer Service (contact information is located at <http://www.Centurylink.com/business>) or deliver a written request with sufficient detail to identify the affected Service. The request for credit must be made within 30 days after the end of the month in which the event occurred. Total monthly credits will not exceed the charges for the affected Service for that month. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the Service Levels applicable to the affected Service.

7. Right of Termination for Installation Delay. Unless otherwise set forth in a Service Attachment, in lieu of installation Service Level credits, if Lumen's installation of Service is delayed for reasons exclusively attributable to Lumen by more than 30 business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to Lumen, provided such written notice is delivered prior to Lumen delivering a Connection Notice for the affected Service. This Section will not apply where Lumen is constructing facilities to a new location not previously served by Lumen.

8. Default. If (a) Customer fails to make any payment when due and such failure continues for five business days after Lumen's written notice, or (b) either party fails to observe or perform any other material term of this Agreement and such failure continues for 30 days after the other party's written notice, then the non-defaulting party may: (i) terminate this Agreement and/or any Order, in whole or in part, and/or (ii) subject to Sections 9.1 (Damages Limitations) and 6 (Service Levels), pursue any remedies it may have at law or in equity.

9. Liabilities and Disclaimers.

9.1 Damages Limitations.

(a) Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Order.

(b) Subject to 9.1 (a) above, unless set out otherwise in a Service Attachment, Lumen's total aggregate liability in respect of any and all claims, losses or damages during the Term of the Agreement, whether in contract, law or otherwise, under or in connection with this Agreement will in no event exceed 100% of all charges paid or payable during the 12 month period immediately prior to which the relevant claim arises.

9.2 Disclaimer of Warranties. LUMEN MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE SERVICE ATTACHMENT.

10. Billing and Payment.

10.1 Commencement of Billing. Unless otherwise set forth in a Service Attachment, Lumen will deliver written or electronic notice (a "Connection Notice") to Customer when Service is installed, at which time billing will commence ("Service Commencement Date"). If Customer notifies Lumen within 5 days after delivery of the Connection Notice that Service is not functioning properly, Lumen will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable monthly recurring charge ("MRC") for each day the Service did not function properly. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer for the Service, and Customer will pay such charges.

10.2 Payment of Invoices and Disputes. Charges are in USD and must be paid in in such currency. Subject to applicable laws, invoices may be issued electronically, are delivered or made available monthly (if electronic, by e-mail or through Lumen portal) and due 20 days after the invoice date. Lumen will only include a Customer purchase order number in invoices if Customer informs such requirements in writing at least 15 days before the commencement of the month in which Service will be rendered. Fixed charges are billed in advance and usage-based charges are billed in arrears. Customer's payments to Lumen must be made via wire transfer or any Lumen approved payment process, as communicated to Customer. Customer must inform the invoice number for which payment is made by sending an e-mail to the following address: at the time of payment. Otherwise, Lumen will register the payment against interests first and then outstanding invoices in chronological order. Lumen may charge administrative fees where Customer's payment and invoice preferences deviate from Lumen's standard practices (e.g. if Customer requests hard copies of invoices). Customer is responsible for all applicable bank fees or charges (which will be grossed up). Past due amounts, bear interest at 1.5% per month or the highest rate allowed by law (whichever is less) and allows Lumen to suspend the Service after giving notice to Customer (by e-mail or otherwise). Lumen may charge Customer reasonable attorneys' fees and any third-party collection costs Lumen incurs in collecting such amounts. Customer is responsible for all charges regarding the Service, even if incurred as the result of unauthorized use. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount and submit notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed). Disputes must be submitted via Lumen portal within 90 days from the date of the invoice. If Lumen determines in good faith that a disputed charge was billed correctly, Customer must pay such amounts within 10 days after Lumen provides notice of such determination. Customer may not offset disputed amounts from one invoice against payments due on the same or another account.

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10.3 Taxes and Fees. Customer is responsible for all taxes and fees arising in any jurisdiction imposed on Customer, Lumen, or a Lumen affiliate incident to the provision, sale or use of Service. This includes as well as national, provincial and municipal fees and contributions that may originate as a consequence of the installation, sale, use or operation of any type of Permanent Fixtures (as defined in Section 11), value added, consumption, sales, use, gross receipts, withholding, excise, ad valorem, franchise or other taxes, fees, duties or surcharges (e.g., regulatory and emergency service call surcharges), along with similar charges stated in a Service Attachment (collectively "Taxes and Fees"). This does not include taxes based on Lumen's net income. Some Taxes and Fees, and costs of administering them, are recovered through a percentage surcharge(s) on the charges for Service. If Customer is required by law to make any deduction or withholding of withholding Taxes from any payment due under this Agreement to Lumen, then Customer must increase the gross amount payable so that, after any deduction or withholding for such withholding Taxes, the net amount paid to Lumen will not be less than Lumen would have received had no such deduction or withholding been required. Charges for Service are exclusive of Taxes and Fees. Customer may present Lumen with an exemption certificate that eliminates Lumen's obligation to pay certain Taxes and Fees. The exemption will apply prospectively.

10.4 Credit Approval and Deposits. Customer will provide Lumen with credit information as requested. Lumen may require Customer to make a deposit as a condition of Lumen's acceptance of any Order or continuation of: (a) usage-based Services; or (b) non-usage based Service where Customer fails to timely pay Lumen or Lumen reasonably determines that Customer has had an adverse change in financial condition. Deposits will not exceed two months' estimated charges for Service and are due upon Lumen's written request. When Service is discontinued, the deposit will be credited to Customer's account and the balance refunded.

10.5 Regulatory and Legal Changes; Sanctions.

(a) If any changes in applicable law, regulation, rule or order materially affect delivery of Service, the parties will negotiate appropriate changes to this Agreement. If the parties cannot reach agreement within 30 days after Lumen's notice requesting renegotiation, Lumen may, on a prospective basis after such 30-day period, pass any increased delivery costs on to Customer. If Lumen does so, Customer may terminate the affected Service on notice to Lumen delivered within 30 days of the cost increase taking effect.

(b) If any type of economic, trade or other governmental or transnational sanctions that applies to the performance of Lumen's obligations under this Agreement or to Customer's use or permitted resale of a Services, Lumen may immediately terminate the affected Service without liability, upon written notice to Customer.

11. Customer Premises; Title to Equipment. If access to non-Lumen facilities is required for the installation, maintenance, grooming, movement, upgrade and/or removal of Lumen network or equipment, Customer will, at its expense: (a) secure such right of access and (b) arrange for the provision and maintenance of power and heating, ventilation, and air conditioning as needed for the proper operation of such equipment and network. Title to Lumen-provided equipment (including software) remains with Lumen, except for self-supported structures, posts or masts or any other type of element that physically support equipment installed by Lumen upon request of Customer which are considered a permanent fixture and therefore Customer's (or the applicable third party) sole property at all times ("Permanent Fixtures"). Customer will not create or permit to be created any encumbrances on Lumen-provided equipment and unless otherwise provided in a Service Attachment, will promptly return any such equipment upon termination of Services.

12. Acceptable Use Policy and Privacy Policy. Customer must comply with the Acceptable Use Policy ("AUP") available at <https://www.centurylink.com/aboutus/legal/acceptable-use-policy.html>, for Services purchased under this Agreement. Lumen may reasonably modify this policy to ensure compliance with applicable laws and regulations and to protect Lumen's network and customers. If Customer will use the Services to process personal data subject to privacy or data protection law that requires specific terms in place with service providers, Customer is responsible for requesting such terms from Lumen.

13. International Services. For Services provided in other countries, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities, if applicable) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

14. General Terms.

14.1 Force Majeure. Neither party will be liable, nor will any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control ("force majeure event"), including – without limitation – subsea cables cuts or damage and/or any occasional satellite orbit pull-outs outside of Lumen's control.

14.2 Assignment and Resale. Neither party may assign its rights or obligations under this Agreement or any Service Attachment without the prior written consent of the other party, which will not be unreasonably withheld. However, either party may assign its rights and obligations under this Agreement or any Order without the consent of the other party: (1) to any subsidiary, parent, or affiliate that controls, is controlled by, or is under common control with that party; (2) pursuant to the sale or transfer of substantially all of the business or relevant assets of that party; or (3) pursuant to any financing, merger, or reorganization of that party. This Agreement and all Service Attachments will apply to any permitted transferees or assignees. Any assignee of Customer must have a financial standing and creditworthiness equal to or better than Customer's. Unless otherwise set forth in a Service Attachment, Customer may provide Service to third parties or use the Services in connection with goods or services provided by Customer to third parties ("Customer Provided Services"). Customer will indemnify, defend and hold Lumen and its affiliates harmless from any claims arising from or related to any

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Customer Provided Services. If Customer sells telecommunications services, Customer certifies that it has filed all required documentation and will at all times have the requisite authority with appropriate regulatory agencies respecting the same. Nothing in this Agreement confers upon any third party any right, benefit or remedy.

14.3 Affiliates. Lumen may use a Lumen affiliate or a third party to provide Service to Customer, but Lumen will remain responsible to Customer for Service delivery and performance. Customer's affiliates may purchase Service under this Agreement, and Customer will be jointly and severally liable for all claims and liabilities related to Service ordered by any Customer affiliate.

14.4 Notices. Notices will be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below or in an Order) or sent by local Postal Service or the applicable International Post. Unless otherwise provided for in a Service Attachment, requests for disconnection of Service (other than for default) must be submitted to Lumen via Customer's portal at <https://www.centurylink.com/business/login/> or via the following website/link: <https://www.lumen.com/help/en-us/disconnects.html> and will be effective 30 days after receipt (or such longer period set forth in a Service Attachment). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to Lumen via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: billing@lumen.com. Customer failure to follow this process and/or provide complete information may result in continued charges that will not be credited. All legal notices will be addressed to Lumen to the address set forth below and to any electronic or physical address of Customer as provided in the Agreement or in its absence, to Customer's address identified on the Order or as reflected in Lumen's records, Attn. General Counsel.

14.5 Confidentiality. Neither party will: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information received from the other party. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary, in any proceeding to establish rights or obligations under the Agreement. Each party will limit disclosure and access to confidential information to those of its employees, contractors, attorneys or other representatives who reasonably require such access to accomplish the Agreement's purposes and who are subject to confidentiality obligations at least as restrictive as those contained in the Agreement. "Confidential Information" means any commercial or operational information disclosed by one party to the other in connection with the Agreement and does not include any information that: (a) is in the public domain without a breach of confidentiality; (b) is obtained from a third party without violation of any obligation of confidentiality; or (c) is independently developed by a party without reference to the Confidential Information of the other party.

14.6 Intellectual Property Ownership; Use of Name and Marks. Nothing in the Agreement or the performance under the Agreement will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors. Neither party will use the name or marks of the other party or any of its affiliates for any purpose or issue any press release or public statement relating to this Agreement without the other party's prior written consent.

14.7 Governing Law; Amendment. This Agreement will be governed and construed in accordance with the laws of the State of New York, without regard to its choice of law rules. Each party will comply with all applicable laws, rules and regulations associated respectively with Lumen's delivery or Customer's use of the Service under the Agreement. This Agreement, including any Service Attachments, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service. Lumen is not subject to any obligations that are not explicitly identified in this Agreement. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each party ("Amendment"). No failure by either party to enforce any right(s) under this Agreement will constitute a waiver of such right(s). In the event of conflict or inconsistency and unless a Service Attachment provides otherwise, the following order of precedence will apply: (i) Order; (ii) applicable Service Attachment; (iii) Local Country Addendum, if applicable, and (iv) this Agreement.

14.8 Relationship and Counterparts. The relationship between the parties is not that of partners, agents, or joint venturers. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one instrument. Digital signatures and electronically exchanged copies of signed documents will be sufficient to bind the parties to this Agreement.

14.9 Electronic signature and Declarations. The parties understand and accept that this document may be signed electronically through the platform "Adobe Sign", in accordance with applicable local laws, and will be considered binding and executable, if signed by an authorized representative of the Customer and/or Lumen (including, but not limited to the commercial contact, technical representative or head of the IT department) as appropriate in each case. In the event of using this platform, the parties waive any right of requesting the modification and/or delivery of the original (non-electronic) signed copy, as well go the right to reject or contest the validity of the documents signed with electronic signature, to the maximum extent permitted by applicable law. The undersigned declare and guarantee that they are authorized representatives of any of the parties as identified in the signature block at the end of the applicable Order and have the powers and responsibilities to legally bind the party they represent.