

## Verizon Internet Dedicated Service Order Form

This Service Order Form (hereinafter "SOF") is submitted pursuant to the Agreement executed by \_\_\_\_\_ (Agreement number \_\_\_\_\_, hereinafter the "Agreement") together with this Service Order, set forth the terms and conditions for the provision of the Service described herein. Acceptance of this Service Order by Verizon is subject to Customer meeting Verizon standard credit terms and conditions which may be based on commercially available credit reviews (to which Customer hereby consents). Capitalized terms used in this Service Order Form and not otherwise defined shall have the same meaning as in the Agreement. Service hereunder will be provided by **Verizon Colombia S.A.** a company duly organized and existent under the laws of Colombia (hereinafter "Verizon" or "Provider"). This Service Order shall be read in conjunction with the terms of the Agreement. To the extent of any conflict between the terms of this Service Order and the Agreement, the terms of this Service Order shall prevail.

### 1. Customer Information

Registered Company Name:			
TAX ID		VAT Exempt <sup>1</sup> :	Please Select
Contact Name:			
Contact Phone:			
Contact Fax:			

Company Name:			
Address:			
Town/City:			
Postcode:			
Country:			

### 2. Contract Information

NASP ID		Quote Ref No.:	
Agreement Type:			
Agreement Number:		Agreement Date:	
Customer Purchase Order No:		Order Type:	
Service Term:			

### 3. Service Details

**Service Billed To:** \_\_\_\_\_ Same as:

Company Name:			
Address:			
Town/City:			
Postcode:			
Country:			
Phone Number :			

Billing Language:		Payment Method:	
Billing Currency:		Billing Format:	

#### Service Delivered To:

Company Name:			
Address:			
City			
Postcode:			
Country:			
Site Phone Number			

<sup>1</sup> In case of VAT Exempt, please provide copy of the VAT exemption form.

**Service Ordered:**

No.	Order item	Start-Up Charge	Monthly Fee
1	Verizon Internet Dedicated IP Port Service <b>E1 Tiered Service</b> <input type="checkbox"/> 2Mbps <input type="checkbox"/> 2XE1  <b>E3 Tiered Service</b> <input type="checkbox"/> 10Mbps <input type="checkbox"/> 34Mbps  <b>Ethernet Tiered Service</b> <input type="checkbox"/> 2Mbps <input type="checkbox"/> 4Mbps <input type="checkbox"/> 8Mbps <input type="checkbox"/> 6Mbps <input type="checkbox"/> 10Mbps  <b>Fast Ethernet Tiered Service</b> <input type="checkbox"/> 10Mbps <input type="checkbox"/> 40Mbps <input type="checkbox"/> 70Mbps <input type="checkbox"/> 21Mbps <input type="checkbox"/> 50Mbps <input type="checkbox"/> 80Mbps <input type="checkbox"/> 31Mbps <input type="checkbox"/> 60Mbps <input type="checkbox"/> 100Mbps  <b>Burstable E3 Service</b> <input type="checkbox"/> 10Mbps <input type="checkbox"/> 21Mbps  <b>Burstable Fast Ethernet Service</b> <input type="checkbox"/> 10Mbps <input type="checkbox"/> 20Mbps <input type="checkbox"/> 40Mbps <input type="checkbox"/> 30Mbps <input type="checkbox"/> 50Mbps  <b>Shadow E1 Service<sup>2</sup></b> <input type="checkbox"/> 2Mbps		
2	<b>Telco Services</b> Local Loop #1                      Circuit Speed: Local Loop #2,                      Circuit Speed:		
3	<input type="checkbox"/> Equipment Installation (Onsite CPE Installation)		
4	<input type="checkbox"/> Equipment Maintenance		
<b>Total</b>			

Discounted Equipment Packages (available only with Service)<sup>3</sup>

Manufacturer	Model #	Description	Unit Price	Quantity	Total
<b>Total Equipment</b>					

All prices are expressed in \_\_\_\_\_ and exclusive of V.A.T / applicable taxes.

<sup>2</sup> E1 Shadow service is available only if Customer orders primary Verizon Internet Dedicated Tiered E1 service from Verizon. The Term of E1 Shadow service will be the same as the Term of Customer's primary E1 connection. E1 Shadow service requires that the E1 Shadow connection not exceed a 20 Kbps sustained use level (95th percentile traffic sampling rate) while the primary E1 connection is available. If the 20 Kbps sustained use level is exceeded at any time while the primary E1 connection is available, Verizon will bill Customer an excess usage charge of Verizon's standard Monthly Fee for Internet Dedicated E1 Tiered Service for that sustained use level. Customer will be billed at these rates until the sustained use of the E1 Shadow connection in a month decreases below 20 Kbps. If the primary E1 connection is unavailable sustained use of the E1 Shadow connection in excess of 20 Kbps will not be subject to excess usage charges.

<sup>3</sup> Customer acknowledges that the Equipment sold by Verizon was manufactured by a third party ("Manufacturer"), and no warranty from Verizon is included. Therefore, any defect, deficiency or shortcoming of the Equipment shall be the sole responsibility of the Manufacturer. Notwithstanding, Verizon will provide first level support for the Equipment, but will not repair or replace Equipment unless Customer has purchased CPE Repair from Verizon. Customer's use of the Equipment is subject to the terms and conditions of the Manufacturer's end user agreement. Should Customer purchase Equipment from Verizon, Verizon will ship the current Verizon-tested version of the Equipment to the Customer at Customer's charge.

#### 4. Terms and Conditions of Service

##### Description of Service

Provider will provide access to a router in Colombia. Provider may interrupt the access for scheduled or emergency maintenance and as otherwise specified. Customer is responsible for the operation of its LAN/WAN. Customer is purchasing the Service indicated below, comprised of the following features:

- dedicated access to the Verizon Internet Network at the speed set forth herein using the Internet Protocol ("IP") over a High Density Link Control, Point-to-Point Protocol, or Frame Relay link (at Verizon's option);
- 24x7 hour port connection monitoring;
- static or dynamic routing for local access ports;
- assignment of a suitable number of IP addresses to be used in conjunction with the Service at Customer's request and in accordance with Verizon's currently applicable assignment guidelines.

##### Available Service Options

- **Customer Equipment.** A router is not included. Customer may purchase a router or other hardware and software ("Equipment") from Verizon for an additional charge, or Customer may provide its own router which must be compatible with the Verizon Network. Verizon is acting only as a reseller with respect to the Equipment, which was manufactured by a third party ("Manufacturer"). Verizon will provide first level support for Equipment, but will not repair or replace Equipment. Customer's use of the Equipment is subject to the terms and conditions of the Manufacturer's end user agreement. Should Customer purchase Equipment from Verizon, Verizon will ship the current Verizon-tested version of the Equipment to the Customer at Customer's charge.
- **Local Loop.** Telco Start-up Charges and Monthly Fees are additional. Installation may be scheduled between the hours of 8:30AM and 5:30PM Monday through Friday (except holidays). If Customer requires installation outside these hours, Verizon will charge an additional US\$350. Any facilities and extra cabling necessary within Customer's building, in particular the connection between the Telco entrance point and Customer's IP connection point, are not included and are Customer's responsibility.
- **DNS/DNR.** Provision of primary DNS and of secondary DNS (as a shadow of Customer's DNS at Customer's option). Domain Name Registration and associated annual fees are not included. For an extra fee, Verizon can provide applicable DNR forms and assist in the submission of those forms.

##### Conditions of Service

**Billing and Payment.** All charges are expressed in U.S. Dollars. All amounts due to Verizon under a Service Order shall be billed in U.S. Dollars. Payments can be made in Colombian Pesos at the exchange rate certified by the competent authority on the date of payment. Customer shall pay Verizon invoices within 30 days of the invoice date. Amounts not paid on or before 30 days from the invoice date will be past due, and interest shall accrue on any overdue invoice from the due date until payment (whether before or after judgment) at a rate to be determined by Verizon which may not exceed either (a) the greater of (i) 1.5% per month or (ii) 2% percent above the Royal Bank of Scotland's base lending rate, as adjusted from time to time, or (b) the maximum amount allowed by applicable law.

**Taxes.** All charges are exclusive of Taxes, which Customer will pay. If Customer is exempt from otherwise applicable taxes, Customer must submit its tax identification number and exemption certificate at the same time it submits the Service Order. If Customer is required by law to make any deduction or withholding from any payment due hereunder to Verizon, then, notwithstanding anything to the contrary contained in the Service Order, the gross amount payable by Customer to Verizon will be increased so that, after any such deduction or withholding for Taxes, the net amount received by Verizon will not be less than Verizon would have received had no such deduction or withholding been required.

**Customer Complaints.** Customer has the right to file personally, without requiring an attorney at law, petitions and complaints before Verizon in connection with the Service.

**Termination:** Verizon reserves the right to suspend or terminate Service immediately if: (a) Customer violates the Acceptable Use Policy; (b) Customer's use of the Service (in the sole opinion of Verizon) may violate the laws of Colombia; (c) Verizon is advised by a government authority to suspend or terminate Service.

**Acceptable Use Policy:** Use of the Service is subject to the Acceptable Use Policy ("Policy") for Colombia, as set forth at <http://www.verizonbusiness.com/terms/aup>. By signing this Service Order, Customer agrees that it has received, read, and understood the applicable Policy.

**Customer Obligations.** While Customer can resell Internet connectivity, Customer cannot resell the Service in its entirety to another person or entity without the express prior written consent of Verizon. If Customer resells Internet connectivity to end users, Customer is responsible for: (i) providing the first point of contact for end user support inquiries; (ii) providing software fulfillment to end users; (iii) running its own primary and secondary domain name service ("DNS") for end users; (iv) registering end users' domain names; (v) using BGP routing to the Verizon Network, if requested by Verizon; (vi) collecting route additions and changes, and providing them to Verizon; and (vii) registering with the appropriate agency all IP addresses provided by Verizon to Customer that are allocated to end users.

**Service Level Agreement:** The Service Level Agreement ("SLA") for this Service, which is made a part of this Service Order, a copy of which is attached herein as Exhibit 1 and is available at the following URL: <http://www.verizonbusiness.com/terms/>, applies only to customers agreeing to a Term Commitment of at least one year. Verizon reserves the right to amend the SLA from time to time effective upon posting of the revised SLA to the URL or other notice to Customer; provided, that in the event of any amendment resulting in a material reduction of the SLA's service levels or credits, Customer may terminate this Service Order without penalty by providing Verizon written notice of termination during the 30 days following notice of such amendment. The SLA sets forth Customer's sole remedies for any claim relating to this service or the Verizon Network, including any failure to meet any guarantee set forth in the SLA. Verizon's records and data shall be the basis for all SLA calculations and determinations.

**Service Term.** Term commences with the Service Activation Date, which is the date that a Verizon hub and a functioning telephone circuit are prepared to route IP packets to Customer's site. At the conclusion of the Service Commitment, this Service Order shall continue in effect on a month-to-month basis at Verizon's then-current list price for the Service.

**Consequences of Termination.** If (a) Customer terminates this Service Order for any reason other than for Cause, or (b) Verizon terminates this Service Order for Cause, Customer will pay or refund to Verizon as applicable, without set off or deduction, the following with respect to all Services affected by such termination, which Customer acknowledges are liquidated damages reflecting a reasonable measure of actual damages and not a penalty: (i) all accrued but unpaid charges incurred through the date of such termination; (ii) a pro rata portion of credits and waivers received by Customer hereunder (except credits for service failures, foreign tax credits (if any), and any other credits or waivers explicitly excluded elsewhere); (iii) any termination charges or other costs or expenses incurred by Verizon for the cancellation of the local access or related services or equipment and other third party services in connection with the affected Service(s); and (iv) an Early Termination Charge calculated in accordance with the clause entitled "Early Termination Charge" below. The termination liability provided in this clause is in addition to any other remedies available to Verizon.

**Early Termination Charge.** If the termination is prior to the Service Activation Date for the terminated Service, the Early Termination Charge shall be equal to 3 months of charges for that Service. If termination is on or after the Service Activation Date but prior to the expiry of the Service Term, the Early Termination Charge shall be equal to 75% of the remaining monthly charges that would have been payable for that Service for the remaining unexpired part of the Service Term.

**No Warranties.** Except as expressly set out in this Service Order, all warranties, representations, or agreements, with respect to the provision of a service or otherwise, whether oral or in writing and whether express or implied, either by operation of law, statute or otherwise, are excluded to the extent permitted by law.

**Disclaimer of Certain Damages.** No Party to this Service Order is liable to any other for any indirect, consequential, exemplary, special, incidental or punitive damages, or for loss of use or lost business, revenue, profits, savings, or goodwill, arising in connection with this Service Order, the Services, related products, or documentation, even if the Party has been advised, knew or should have known of the possibility of such damages.

**Limitation of Liability.** Without limiting the provisions of the clause entitled "Disclaimer of Certain Damages", the total liability of any party to the other in contract, warranty, tort or otherwise (including negligence, strict liability, misrepresentation, and breach of statutory duty) in connection with this Service Order is limited to the lesser of (i) direct damages proven by the moving part(ies) or (ii) the aggregate amounts due from Customer to Verizon under this Service Order for the 6 months prior to accrual of the latest cause of action for which the limitation of liability under this clause is being calculated. Customer Signatory and Customer Purchasers acknowledge and accept the reasonableness of the disclaimers, exclusions, and limitations of liability set forth in this clause.

**Exclusions.** The clause entitled "Limitation of Liability" does not limit (a) any Party's liability: (i) in tort for its willful or intentional misconduct, (ii) for bodily injury or death or loss or damage to real property or tangible personal property proximately caused by a Party's gross negligence (or "negligence" where the concept of "gross negligence" is not recognized in a particular jurisdiction), or (iii) where mandatory local law does not allow the limitation, or (b) Customer payment obligations under this Service Order, (c) Verizon obligations to provide credits and waivers under this Service Order or (d) Customer indemnification obligations under the Master Terms.

**Internet Sano.** The campaign of the Ministry of Communications requires all those who visit websites in Colombia recognize regulations in place to the prevention of child pornography on the Internet. Among the developments of the campaign and in compliance with Act 679 of 2001 and Decree 1524 of 2004, Verizon Colombia SA, a provider of global networks, is required to include in its contracts this clause, protecting against pornography;

Prohibitions. Servers or providers, operators and users of global information networks may not:

- Host on their own sites images, texts, documents or media files that directly or indirectly involve in sexual activities with minors.
- Host pornographic material on their own sites, specifically pictures or videos, if there is an indication that people photographed or filmed are minors.
- Host in their own sites or "links" telematic sites that contain or distribute pornographic material to minors online.

Duties. Without prejudice to the obligation to report incidents of child pornography enshrined in law for all residents in Colombia, suppliers, operators and users of global information networks shall:

- Report to appropriate authorities any criminal acts committed against children which would include the dissemination of pornographic material to minors.
- Combat by all technical means available the distribution of child pornography.
- Refrain from using global information networks for dissemination of illegal material with minors
- Establish technical blocking mechanisms through which users can protect themselves or their children from illegal, offensive or undesirable content in with respect to minors.

**User Protection Regime.** This agreement is excluded from the User Protection Regime defined by the Communications Regulation Commission - CRC, because the specifications of the service and the network, as well as all the technical, economic and legal conditions have been negotiated and agreed by mutual agreement.

**Governing Law and Jurisdiction.** This Service Order shall be governed and construed in accordance the laws of Colombia and Verizon and Customer irrevocably agree to the exclusive jurisdiction of the courts of Bogotá city.

**Signature Authorization.** The Parties have duly executed and agreed to be bound by this Service Order Form as evidenced by the signatures of their authorized representatives. Each party represents and warrants to the other that the signatory identified beneath its name has full authority to execute this Service Order Form on its behalf.

**In Witness Whereof,** Verizon and Customer have executed this Service Order Form on the dates noted below.

<b>SIGNED AND ACCEPTED ON BEHALF OF CUSTOMER</b>	<b>SIGNED AND ACCEPTED ON BEHALF OF VERIZON</b>
Signature:	Signature:
Name:	Name:
Title:	Title:
Email:	Email:
Date:	Date:

## Exhibit 1

### Verizon Colombia S.A. Service Level Agreement

#### Network Quality Guarantee

##### Service Availability SLA

Service Availability SLA Scope. Verizon Service Level Agreement (SLA) provides that the Verizon Network (as defined in the applicable Service Agreement or Service Order) will be available 100% of the time. "Network Unavailability" consists of the number of minutes that the Verizon Network is not available to Customer, and includes unavailability associated with any maintenance at the Verizon hub to which Customer's circuit is connected other than Scheduled Maintenance (defined below). Outages will be counted as Network Unavailability only if Customer opens a trouble ticket with Verizon customer support. Network Unavailability will not include Scheduled Maintenance, or any unavailability resulting from (a) any local loop provider, (b) Customer's applications, equipment, or facilities, (c) acts or omissions of Customer or any use of the service authorized by Customer, or (d) reasons of Force Majeure (as defined in the applicable Service Agreement or Service Order). For each cumulative hour of Network Unavailability or fraction thereof in any calendar month, at Customer's request, Customer's account shall be credited according to the credit structure set forth below with respect to which a Service Availability SLA has not been met.

"Scheduled Maintenance" shall mean any maintenance at the Verizon hub to which Customer's circuit is connected (a) of which Customer is notified 48 hours in advance, and (b) that is performed during a standard maintenance window on Saturdays and Sundays from 12 PM to 6 AM (local time of the Verizon hub to which Customer's circuit is connected). Notice of Scheduled Maintenance will be provided to Customer's designated point of contact by a method selected by Verizon (telephone, e-mail, fax or pager). Verizon will be relieved of its obligations to contact the customer if Verizon's contact information for Customer is out of date or inaccurate due to Customer's action or omission or if Verizon's failure is due to reasons of Force Majeure (as defined in the applicable Service Agreement or Service Order).

**Service Availability SLA Process.** To receive credit for Service Availability SLA non-compliance, Customer must request such credit within 30 days from the date of the non-compliance.

**Service Availability SLA Remedy.** For each cumulative hour of Network Unavailability or fraction thereof in any calendar month, at Customer's request, Customer's account shall be credited for the pro-rated charges for one day of the Verizon Monthly Fee with respect to which a Service Availability SLA has been non-compliant.

##### Network Packet Delivery SLA

**North America to Colombia Network Packet Delivery SLA Scope.** Verizon SLA is average monthly Packet Delivery of 99% or greater between Verizon-designated backbone network routers in Colombia and the US.

**Latin America Network Packet Delivery SLA Scope.** Verizon's Latin America Network Packet Delivery SLA is packet delivery of 99% or greater between Verizon-designated inter-regional transit backbone network routers (Hub Router) in Latin America.

**Network Packet Delivery SLA Process.** To receive credit for Network Packet Delivery SLA non-compliance, Customer must request such credit within 30 days from the date of the non-compliance.

**Network Packet Delivery SLA Remedy.** If Verizon fails to meet any Network Packet Delivery SLA in a calendar month as measured by Verizon, at Customer request, Customer's account shall be credited the pro-rated charges for one day of the Verizon Monthly Fee for the Service with respect to which the SLA has not been met.

Network performance statistics relating to the Packet Delivery are posted at the following location: <http://www.verizonbusiness.com/about/network/latency>.

##### Network Latency SLA

**North America to Colombia Network Latency SLA Scope.** Verizon SLA is an average monthly latency of 95 milliseconds or less between Verizon-designated backbone network routers in Colombia, and USA.

**Latin America Network Latency SLA Scope.** Verizon's Latin America Network Latency SLA is an average round-trip transmission of 140 milliseconds or less between Verizon-designated inter-regional transit backbone network routers (Hub Router) in Latin America.

**Network Latency SLA Process.** To receive credit for Network Latency SLA non-compliance, Customer must request such credit within 30 days from the date of the non-compliance.

**Network Latency SLA Remedy.** If Verizon fails to meet any Network Latency SLA in a calendar month as measured by Verizon, at Customer request, Customer's account shall be credited the pro-rated charges for one day of the Verizon Monthly Fee for the Service with respect to which the SLA has not been met.

Network performance statistics relating to the Latency are posted at the following location: <http://www.verizonbusiness.com/about/network/latency>.

## Customer Care Quality Guarantee

### Outage Notification SLA

**Outage Notification SLA Scope.** Verizon's Network Outage SLA provides Customer notification within 30 minutes after it is determined that Service is unavailable.

**Outage Notification SLA Process.** Verizon's standard procedure is to ping Customer's router every five minutes. If the router does not respond after two consecutive five-minute ping cycles, Verizon will deem the Service unavailable and the Customer's point of contact will be notified by e-mail, phone or pager, as elected by Verizon.

**Outage Notification SLA Remedy.** If Verizon fails to meet the Outage Notification SLA, Customer's account will be credited, at Customer's request, the pro-rated charges for one day of the Verizon Monthly Fee for the affected Service. Customer may obtain no more than one credit per day, regardless of the number of Outage Notification non-compliances during the day.

### Denial of Service SLA

**Denial of Service SLA Scope.** Verizon will respond to Denial of Service attacks reported by Customer within 15 minutes of Customer opening a complete trouble ticket with the Verizon Customer Support. Verizon defines a Denial of Service attack as more than 95% bandwidth utilization.

**Denial of Service SLA Process.** To receive credit for Denial of Service SLA non-compliance, Customer must request such credit within 30 days from the date of the non-compliance. Customer must have opened a complete DOS trouble ticket with LCTAC to report the DOS attack. A complete trouble ticket consists of Customer's Name, Account Number, Caller Name, Caller Phone Number, Caller E-mail Address and Possible Destination IP address/Type of Attack. Verizon shall use trouble tickets and other appropriate Verizon records to determine, in its sole judgment, SLA compliance.

**Denial of Service SLA Remedy.** If Verizon fails to meet the Denial of Service Response SLA, Customer's account will be credited, at Customer's request, the pro-rated charges for one day of the Verizon Monthly Fee for the affected Service. Customer may obtain no more than one credit per day, regardless of the number of Denial of Service SLA non-compliances during the day.

Notwithstanding the foregoing, Customer credits provided in this Service Level Agreement shall not in the aggregate exceed the Verizon Monthly IP Port Charges for the Service in a given month.

ANNEX A

MINIMUM TERM ACCEPTANCE

THE SERVICE ORDER TO WHICH THIS ANNEX IS ATTACHED INCLUDES MINIMUM TERM CLAUSES, AUTOMATIC EXTENSIONS AND/OR PENALTIES AND SANCTIONS FOR EARLY TERMINATION. UPON CUSTOMER'S EXECUTION OF THE SERVICE ORDER AND THIS ANNEX, SUCH CLAUSES ARE ACCEPTED EXPRESSLY BY THE CUSTOMER AND SHALL BE IN FULL FORCE AND EFFECT ACCORDING TO THE TERMS AND CONDITIONS OF THIS SERVICE ORDER.

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Company Representative Signature

\_\_\_\_\_  
Company Representative Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date