

**VERIZON INTERNET DEDICATED
SERVICE ORDER FORM
COLOMBIA**

This Service Order Form is submitted pursuant to the Agreement identified below which, together with this Service Order Form and its Attachment 1 – General Terms and Conditions (hereinafter “SOF”), sets forth the terms and conditions for the provision of the Service described herein. Customer represents and acknowledges that it has read and received a copy of the Agreement and shall be bound by all its terms and conditions. To the extent of any conflict between the terms of this Service Order and the Agreement, the terms of this Service Order shall prevail. Capitalized terms used in this Service Order and not otherwise defined shall have the same meaning as in the Agreement. Acceptance of this Service Order by Verizon is subject to Customer meeting Verizon’s standard credit terms and conditions which may be based on commercially available credit reviews (to which Customer hereby consents).

Services hereunder will be provided by **Verizon Colombia S.A.**, a company duly organized and existent under the laws of Colombia headquartered at Carrera 7 Nro. 71-52, Torre A, Oficina 601, Bogota D.C., Colombia, Tax ID No. 800.144.976-3 or one of its affiliates (“**Verizon**” or “**Provider**”).

1. Customer Information

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

2. Contract Information

NASP ID		Quote Ref No.:	
Agreement Type:			
Agreement Number:		Agreement Date:	
Service Term:			
Order Type:	Please Select		

3. Service Billing Information

Billing Account Name:	
Tax ID:	
Address:	
Town/City:	
Postcode:	
Country:	

Contact Name:	
Contact E-mail:	
Contact Phone:	

4. Service Details:

Service Delivered To:

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

Service Ordered:

No.	Order item	Start-Up Charge	Monthly Fee
1	Verizon Internet Dedicated IP Port Service E1 Tiered Service <input type="checkbox"/> 2Mbps <input type="checkbox"/> 2XE1 E3 Tiered Service <input type="checkbox"/> 10Mbps <input type="checkbox"/> 34Mbps Ethernet Tiered Service <input type="checkbox"/> 2Mbps <input type="checkbox"/> 4Mbps <input type="checkbox"/> 8Mbps <input type="checkbox"/> 6Mbps <input type="checkbox"/> 10Mbps Fast Ethernet Tiered Service <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 Burstable E3 Service <input type="checkbox"/> 10Mbps <input type="checkbox"/> 21Mbps Burstable Ethernet Service <input type="checkbox"/> 2Mbps <input type="checkbox"/> 4Mbps Shadow E1 Service ¹ <input type="checkbox"/> 2Mbps		
2	Telco Services (*) Local Loop #1 Circuit Speed: (**) Local Loop #2, Circuit Speed:		
3	<input type="checkbox"/> Equipment Installation (Onsite CPE Installation)		
4	<input type="checkbox"/> CPE Rental Model:		
5	<input type="checkbox"/> Managed Services Type:		
Total			

(*) Verizon is acting only as a reseller with respect to the Local Access Service under this Service Order ("Telco Services"), which will be provided by a third party.

(**) Caveats: [Complete with the comments included in the eCost]

Discounted Equipment Packages (available only with Service)²

Manufacturer	Model #	Description	Unit Price	Quantity	Total
Total Equipment					

All prices are expressed in US Dollars and exclusive of VAT / applicable taxes.

Conditions of Service

Service Term: Minimum 1 year/s Term required.

¹ 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.

² 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. Customer's use of the Equipment is subject to the terms and conditions of the Manufacturer's end user agreement.

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 Term this Service Order shall continue in effect on a month-to-month basis at Verizon's then-current list price for the Service.

Billing and Payment: All charges are expressed and 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. The non-recurring charges are invoiced upon acceptance of this Service Order by Verizon. Service is invoiced monthly in advance.

All invoices shall be payable within 30 calendar days of the date of invoice. Accounts are in default if payment is not received within 30 days after date of invoice. Accounts in default are subject to an interest charge on the outstanding balance of the lesser of 1.5% per month or the maximum rate permitted by law. Customer agrees to pay Verizon its reasonable expenses, including attorney and collection agency fees, incurred in enforcing its rights under this Service Order Form.

Consequences of Termination. In the case of early termination by the Customer of a service other than for Cause or Verizon termination of a Service Order for Cause, Customer will pay the following termination charges which Customer acknowledges as liquidated damages reflecting a reasonable measure of actual damages and not a penalty: (a) all accrued but unpaid charges incurred through the date of such termination; (b) if the termination is (i) prior to the Service Activation Date, an amount equal to 3 months of charges for that Service; (ii) after the Service Activation Date but prior to the expiration of the Service Term, an amount equal to 75 % of the remaining monthly charges that would have been payable for the remaining unexpired term of the Service Order; (c) a pro rata portion of credits and waivers received by Customer hereunder; and (d) any termination charges or other costs or expenses incurred by Verizon for the cancellation of the local access circuits or related services or equipment provided to Verizon and other third party services in connection with the Service. The termination liability provided in this clause is in addition to any other remedies available to Verizon.

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.

SIGNED AND ACCEPTED ON BEHALF OF CUSTOMER	SIGNED AND ACCEPTED ON BEHALF OF VERIZON
Signature:	Signature:
Name:	Name:
Title:	Title:
Email:	Email:
Date:	Date:

VERIZON INTERNET DEDICATED

ATTACHMENT 1 – GENERAL TERMS AND CONDITIONS

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;
- 24x7 customer support (support in both Spanish and English is available);
- 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.
- Verizon will provide customers with utilization statistics for their Internet Dedicated service.

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 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.
- **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 \$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.

Taxes: All charges are exclusive of Taxes, which Customer will pay. If Customer provides Verizon with a valid, duly executed tax exemption certificate, Verizon will exempt Customer in accordance with the law, effective on the date Verizon receives the exemption certificate. 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 Agreement or a Contract, the gross amount payable by Customer to Verizon will be increased so that, after any such deduction or withholding, the net amount received by Verizon will not be less than Verizon would have received had no such deduction or withholding been required.

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.

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 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.

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.

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.

No Warranties: Except as expressly set out in the 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 the 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 acknowledges and accepts 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 wilful 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 Agreement.

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 and Quality Regime. This contract is excluded from both the User Protection Regime and the Quality Regime, because the specifications of the service and the network, as well as all the technical, economic and legal conditions, have been negotiated and agreed upon by mutual agreement.

Compliance with Laws: The Services are provided subject to all applicable laws and regulations. Customer will comply, and ensure that users of the Services comply, with all applicable laws and regulations including without limitation: (i) local license or permit requirements; and (ii) applicable export/re-export, sanctions, import and customs laws and regulations. Verizon makes no representation as to whether any regulatory approvals required by Customer to use the Services will be granted.

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 City of Bogota.