



MASTER SERVICE AGREEMENT
FOR GLOBAL COMMUNICATIONS SERVICES

This Master Service Agreement between **Sprint International Colombia Ltda. ("Sprint")**, a company registered in Colombia with its business address at Avenida 82, No. 10-62 6th Floor, Bogota, Colombia for itself and its Affiliated Entities (as defined below),

and

[insert customer name] _____ ("**Customer**"), a company registered in [country] with its business address at [insert customer address] establishes the terms and conditions governing Sprint's provision of business communications products and services to Customer.

1. GENERAL

1.1 Applicability. Sprint will provide and Customer may procure communication services ("Service") and Customer premise equipment or other products associated with Services ("Products") pursuant to: (a) the terms and conditions contained in this Master Service Agreement for Global Communications Services ("**MSA**"), (b) the order form signed by the parties which may include, but is not limited to, a Service Request Order Form, a contract order or a statement of work ("**Order**"), (c) any product terms and conditions; and (d) any Service Level Agreement ("**SLA**"), all of which are incorporated into this MSA by reference.

1.2 Affiliated Entity. Sprint and its Affiliated Entities may sell Services under this MSA. Customer and its Affiliated Entities may purchase services under this MSA. The terms and conditions of this MSA are binding on Customer's Affiliated Entities purchasing Services under this MSA. If Customer's Affiliated Entities fail to comply with payment terms of this MSA, Customer will be liable for all payment obligations incurred by the relevant Affiliate Entity under this MSA. The term Affiliated Entity means a legal entity that directly or indirectly controls, is controlled by, or is under common control with either party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other such similar voting rights.

1.3 Agency

A. Customer acknowledges and accepts that if it procures any Services under this MSA that are to be provided outside of United Kingdom, Sprint will utilize Affiliated Entities, third party correspondent Services providers or both, as the designated licensed Service provider within those other countries.

B. In the countries where Sprint does not hold regulatory authority to provide such Service, Customer appoints Sprint as its agent to obtain, for and on behalf of Customer, Products and Services from authorized providers. Except to perform its duties in accordance with the Order, Sprint will not make any representation or incur any liability for Customer.

2. TERM. The terms and conditions in this MSA are effective on the last date of signature of this MSA ("**Effective Date**") and will not expire until all Orders have either expired or terminated. The date that Sprint will begin providing the Products and Services will be set forth in the applicable Order. After the initial Order term expires, the Products and Services in an Order will automatically continue to be provided by Sprint until a different time extension is mutually agreed to in writing by the parties, or either party provides the other party with 60 days prior written notice to terminate.



3. ORDERING PRODUCTS AND SERVICES.

- 3.1 Order Forms.** Customer will complete an Order for the provision of Services. Each Order will set forth the Services and Products purchased or leased. Any software that is provided with a Product or Service will be governed by 8.2A.
- 3.2 Acceptance of Services.** Sprint will notify Customer when the Services are installed, tested and available. Following Sprint's notification, Customer will have 5 business days in which it may reject the Services' readiness. Customer may only reject a Service that fails to meet the requirements set forth in the Order. In the event Sprint is not notified in writing within the 5 business days, Service is considered accepted by Customer.
- 3.3 Rejection of Orders.** Sprint will notify Customer of rejected Orders.
- 3.4 Performance.** Except as specifically set forth in an end-to-end SLA, Sprint's obligation under this MSA, Order or SLA, extends only to the Sprint network and the Sprint-provided equipment relating to the Services and network ("**Sprint Network**").

4. CHARGES

4.1 Orders.

- A. Pricing and Billing to Customer.** During the term of any Order ("**Order Term**"), Customer will pay Sprint at the prices set forth in the Order or an attached pricing sheet to the Order. Any changes to the pricing set forth in the Order, or attached pricing sheet, will be agreed to between Sprint and Customer prior to such pricing change.
- B. Cancellation.** If a Customer terminates the Order anytime after signature of the Order and prior to **Activation Date** (defined in the Order as the date Services are installed and made available), Customer is liable for actual costs, including any third party charges and prepayments and deposits that Sprint has made on behalf of the Customer incurred by Sprint for the provision of Service.
- C. Other Cancellation.** If Customer terminates an Order prior to the term expiration, Customer will pay early termination charges as set forth in section 14 of this MSA.

4.2 Taxes.

- A. Taxes.** Sprint's rates and charges for Services and Products do not include taxes. Customer will pay all applicable taxes and surcharges, imposed on, or based upon the provision, sale or use of the Products or Services. Such taxes and surcharges include, but are not limited to, sales, use, gross receipts, excise, VAT, property, transaction or other local, state or national taxes or charges. Customer will not be responsible for payment of: (i) Sprint's direct or indirect income taxes/. (ii) Sprint's employment, taxes; and (iii) and any other tax to the extent that Customer demonstrates a legitimate exception under applicable law.
- B. Customer Withholding Taxes.** Notwithstanding what is set forth in Section A above, if a jurisdiction in which Customer conducts business requires Customer to deduct or withhold separate taxes from any amount due to Sprint, Customer must notify Sprint in writing. Sprint will then increase the gross amount of Customer's invoice so that, after Customer's deduction or withholding for taxes, the net amount paid to Sprint will not be less than the amount Sprint would have received without the required deduction or withholding.



4.3 Minimum Annual Commitment. If a minimum revenue or service commitments (“MAC”) is required for the purchase of some Products and Services, it will be set forth in an Order and mutually agreed by the parties.

5. BILLING AND PAYMENT

5.1 Commencement of Invoicing. Unless otherwise specified in this MSA, Sprint will begin invoicing Customer in full for non-recurring and recurring charges on the later of:

- A. the date the Products or Services are installed and made available; or
- B. the delivery date specified in the Order.

5.2 Delays. If Sprint cannot deliver the Product or Service by the earlier of the Activation Date or the date specified in the Order, due to a Customer-caused delay, Sprint will bill Customer as of the delivery date specified in the Order.

5.3 Payment Date. Customer will pay Sprint’s invoices in full in the currency in which the invoice is presented within 30 calendar days from the date of invoice receipt (“Due Date”). Invoices are deemed to have been received within 5 calendar days of the invoice date. If Customer fails to pay invoices by the Due Date, Sprint will issue a written notice of nonpayment. If Customer fails to make such payment within 15 days of receiving Sprint’s written notice of nonpayment, Sprint may suspend or terminate the Products or Services. Sprint reserves the right to charge a late fee (up to the maximum allowed by law) or take other action to compel payment of past due amounts, including suspension or termination of Services. Customer may not offset credits owed to Customer on one account against payments due on the same or another account without Sprint’s prior written consent. Sprint’s acceptance of late or partial payments is not a waiver of its right to collect the full amount due. Customer’s payment obligations include late charges and third party collection costs incurred by Sprint, including, but not limited to, reasonable attorneys’ fee, if Customer fails to cure its breach of these payment terms.

5.4 Interest Charges. If Customer fails to pay charges for Services when due, Sprint will charge Customer interest on those charges equal to 1½ % per month of the outstanding balance or the maximum rate allowed by law.

5.5 Disputed Invoices. If Customer disputes a charge in good faith, it may withhold payment of that charge so long as Customer: (a) makes timely payment of all undisputed charges; and (b) within 30 days of the Due Date, provides Sprint with a written explanation of the reasons for Customer’s dispute of the charge. Customer must cooperate with Sprint to promptly resolve any disputed charge. If Sprint determines, in good faith, that the disputed charge is valid, Sprint will notify Customer and, within 5 business days of receiving notice, Customer must pay the charge. If the dispute relates to billing errors, Sprint may credit or debit, as applicable, the net difference between any discovered overcharge or undercharge.

5.6 Currency. If Sprint issues an invoice in local currency the charges will be based on the U.S. Dollar amount set forth in the Order, and the local currency charges in the invoice will be calculated in accordance with the applicable country’s currency exchange rate to the U.S. Dollars. Unless otherwise provided by local law, the currency exchange rate applied by Sprint will be Bloomberg’s average currency exchange rate for the month the Order was signed. Customer will pay the same currency as that of the invoice.

5.7 Collection from End Users. If Customer resells Services to any third party end user, Customer must pay its invoice to Sprint in full and may not deduct from its Sprint invoice any amounts that it cannot collect from such end users.

6. CREDIT APPROVAL. Sprint’s provision of Products and Services is subject to credit approval of Customer, and Sprint may require a deposit or other form of security during the credit approval process. Additionally, if during the term of this MSA or Order Customer’s financial circumstance or payment history becomes reasonably unacceptable



to Sprint, Sprint may require adequate assurance of future payment, including a deposit or additional deposit, advance payment or other form of security. Sprint may provide Customer's payment history or other billing/charge information to any credit reporting agency or industry clearinghouse.

7. **WARRANTIES.** EXCEPT AS, AND THEN ONLY TO THE EXTENT, EXPRESSLY PROVIDED IN THIS MSA OR THE APPLICABLE SLA, PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND SPRINT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES RELATED TO EQUIPMENT, MATERIAL, SERVICES OR SOFTWARE.
8. **EQUIPMENT AND SOFTWARE.**
 - 8.1 **Equipment or Software Not Provided by Sprint.** Except as provided in a SLA, Sprint's obligations under this MSA and Order extend only to Sprint's Network and Sprint-provided equipment.
 - 8.2 **Software License.**
 - A. **Licensing Requirements.** Where software is provided with the Product or Services, Customer is granted a non-exclusive and non-transferable license or sublicense to use the software. Software licensing terms and conditions of Sprint's software vendors are posted to www.sprint.com/ratesandconditions.
 - B. **Prohibitions.** Except as provided under the applicable licensing terms and conditions, Customer, as licensee, is not granted any rights to:
 1. use the software on behalf of third parties or for time share or service bureau activities;
 2. any source code, and agrees not to reverse engineer, decompile, modify, enhance, or copy Sprint-provided software, or prepare any derivative works from such software; or
 3. modify the Products or Services, or combine the Products and Services with any other products or services not provided by Sprint.
 - C. **Breach of Licensing Requirements.** Customer will indemnify, defend and hold Sprint harmless from and against any third party claims arising out of Customer's breach of the licensing requirements in this Section 8.2.
 - 8.3 **Title to Software or Equipment.** Sprint retains title and property rights to Sprint-provided software and equipment, whether or not they are embedded in or attached to real or personal property. Upon termination or expiration of this MSA or any Order, Customer will surrender and immediately return the Sprint-provided equipment and software, including all copies, to Sprint, or will provide Sprint access to reclaim such equipment and software.
9. **USE OF NAME, SERVICE MARKS, TRADEMARKS OR TRADE SECRETS.** Neither party will use nor will have any license to the service marks, logos, trademarks, trade secrets, intellectual property or carrier identification code ("CIC") of the other party or any of its Affiliated Entities for any purpose including, but not limited to resale of Products or Services or press releases, without the other party's prior written consent.
10. **CUSTOMER RESPONSIBILITIES.**
 - 10.1 **Installation.** In preparation for installation of any equipment, including Customer Premise Equipment ("CPE"), for the Services, Customer will: (a) at its expense, prepare its sites to comply with Sprint's installation and maintenance specifications; (b) pay Sprint any applicable charges to relocate any installed Services, when such relocation is requested by Customer; (c) install, maintain, and pay for cabling that connects the Service to equipment that is not provided by Sprint; (d) maintain the Customer-provided equipment space and associated facilities, conduits and rights-of-way as safe places to work, and insure



such facilities against fire, theft vandalism and other casualty; (e) ensure that the use of the Customer-provided equipment space and associated facilities, conduits and right-of-way comply with all applicable laws, rules and regulations, as well as any existing leases and other contractual agreements or right of others; and (f) be responsible for all damages to Sprint-provided equipment located on Customer's premises, excluding reasonable wear and tear and damages caused by Sprint.

10.2 Use of Products and Services

A. Acceptable Use Policy. If Customer purchases Products or Services that connect to or flow over the Internet, Customer must conform to the Sprint acceptable use policy posted at <http://www.sprint.com/legal/agreement.html> as reasonably amended from time to time by Sprint.

B. Abuse and Fraud. Customer will not: (a) use Products or Services for fraudulent, unlawful or destructive purposes, including, but not limited to, unauthorized or attempted access, alteration, abuse or destruction of information; or (b) use Products or Services in such a manner that causes interference with Sprint's or another's use of the Sprint network. Customer will promptly cooperate with Sprint to prevent unauthorized access by third parties of the Products and Services via Customer's facilities.

C. Resale of Services. If Customer resells the Services to any end-user, Customer:

1. Must maintain all relevant licenses, authorizations, permits as required by law, including any reporting regulation.
2. May not deduct from its Sprint invoice any amounts that it cannot collect from such end users for any reasons.

11. CONFIDENTIAL INFORMATION.

11.1 Neither party will disclose any confidential information received from the other party, or otherwise discovered by the receiving party, to any third party, except as expressly permitted in this MSA. This obligation will continue until two years after this MSA terminates. Confidential information includes, but is not limited to, pricing and terms of the MSA, and information relating to the disclosing party's technology, business affairs, and marketing or sales plans (collectively the "Confidential Information"). Each party may disclose Confidential Information to its subsidiaries, affiliates, agents and consultants with a need to know, including, but not limited to tax and financial advisors, if they are not competitors of the disclosing party and are subject to a confidentiality agreement at least as protective of the disclosing party's right as this provision.

11.2 The recipient of Confidential Information does not have an obligation to protect Confidential Information that is: (a) in the public domain through no fault of the recipient; (b) within the legitimate possession of the recipient, with no confidentiality obligations to a third party; (c) lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure; (d) independently developed by recipient without breaching this MSA; (e) disclosed with the prior written consent of the disclosing party, or (f) is required to be disclosed by law, court or government order.

11.3 Data Protection.

Any personal information (information that identifies an individual, such as name, address, telephone number, e-mail address, etc.) provided by Customer or its employees, contractors or agents to Sprint in connection with this MSA ("Personal Information") will be treated in accordance with applicable data privacy laws and the Sprint Nextel International Data Privacy Policy, found at www.sprintworldwide.com.



Sprint will implement technical and organizational measures to reasonably protect the Personal Information against unauthorized disclosure, use or loss.

Sprint will only process the Personal Information in order to carry out its obligations under this MSA, to facilitate communications with the Customer and to inform Customer about its products and services. Such processing of Personal Information may involve its transfer to Sprint or a Sprint affiliated entity in the United States of America or other international location, and/or its storage in a database in such locations.

Customer agrees and consents, for itself and on behalf of its employees, contractors and agents, that any Personal Information provided to Sprint in connection with this MSA may be used, processed, transferred or stored as set forth in this section.

12. LIMITATION OF LIABILITY.

12.1 Direct Damages. Each party's maximum liability for damages caused by its failure(s) to perform its obligations under this MSA is limited to: (a) proven direct damages for claims arising out of personal injury or death, or damage to real or personal property, caused by the party's negligent or willful misconduct; or (b) proven direct damages for all other claims arising out of this MSA, not to exceed in the aggregate, in any 12 month period, an amount equal to Customer's total net payments over the last six months for the affected Products and Services.. Customer's payment obligations, liability for early termination charges, and the parties' indemnification obligations under this MSA are excluded from this provision.

12.2 Consequential Damages. NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

12.3 Unauthorized Access.

- A. Except for physical damage to Customer's transmission facilities or Customer premise equipment directly caused by Sprint's gross negligence or willful misconduct, Sprint is not responsible for destruction of Customer's data files, programs or other information.
- B. Further, Customer is responsible for security to the site, and thus Sprint is not responsible for unauthorized access to Customer's transmission facilities or Customer premise equipment by individuals or entities who are third parties and not controlled or under agency of Sprint, or for unauthorized access to, or alteration, theft, or destruction of Customer's data files, programs or other information through accident, wrongful means or any other cause.

12.4 Liability for Content. Sprint is not responsible for the content of any information transmitted by, accessed, or received through Sprint's provision of the Services.

13. INDEMNIFICATION.

13.1 Third Party Claims. Each party will indemnify and defend the other party, its directors, officers, employees, agents and their successors from and against all third party claims for damages, losses, or liabilities, including reasonable attorney's fees, arising directly from performance of this MSA and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of the indemnifying party or its subcontractors, directors, officers, employees or authorized agents.



- 13.2 Permits, Licenses or Consents.** Customer will indemnify and defend Sprint, Sprint's officers, directors, agents and employees and their successors, against all damages, claims, liabilities or expenses, including reasonable attorneys' fees, arising out of or resulting in any way from Customer's failure to obtain required permits, licenses, or consents (e.g., landlord permissions or local construction licenses). This provision does not include permits, licenses, or consents related to Sprint's general qualification to conduct business.
- 13.3 Transmission Over the Sprint Network.** Customer will indemnify and defend Sprint from and against all loss, liability, damage and expense, including attorney's fees, resulting from any third party claims alleged to arise in any way from information, data, or messages transmitted over the Sprint network by Customer, or Customer's own customers or agents, including, but not limited to: (a) claims for libel, slander, invasion of privacy, infringement of copyright, and invasion or alteration of private records or data; (b) claims for infringement of patents arising from the use of equipment, hardware or software not provided by Sprint; and (c) claims based on transmission and uploading of information that contains viruses, worms, or other destructive media or other unlawful content.
- 13.4 Rights of Indemnified Party.** To be indemnified, the party seeking indemnification must: (i) give the other party timely written notice of the claim (unless the other party already has sent notice of the claim), (ii) give the indemnifying party full and complete authority, information and assistance for the claims' defense and settlement; and (iii) not, by any act, admission or acknowledgement, materially prejudice the indemnifying party's ability to satisfactorily defend or settle the claim. The indemnifying party will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. The indemnified party will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but the indemnifying party will retain sole control of the claim's settlement or defense.

14. TERMINATION.

14.1 Sprint's Right to Terminate.

- A.** Sprint may immediately suspend or terminate the provision of Products or Services or this MSA if:
1. Customer fails to cure its default of the payment terms in Section 5; or
 2. Customer fails to cure any other material breach of this MSA or Order within 30 days after receiving Sprint's written notice; or
 3. Customer provides false or deceptive information establishing, using or paying for Services or Customer engages in false, deceptive, fraudulent, or harassing activities when establishing, using or paying for Services; or
 4. Customer fails to comply with applicable laws or regulations and Customer's noncompliance prevents Sprint's performance under this MSA.
- B.** If Sprint terminates this MSA or an Order under Section 14.1, Customer will be liable for the payment for Products and Services provided up to the date of termination, whether or not invoiced by the termination date, as well as any applicable early termination or shortfall liabilities.

14.2 Customer Right to Terminate

- A. Material Failure.** If Sprint materially fails to provide Products or Services, Customer may terminate the affected Products or Services without early termination liability if Customer provides Sprint with written notice of the failure and a reasonable opportunity to cure within 30 days from receipt of notice. If Sprint fails to cure, then Customer may terminate the affected Products or Services



effective 30 days after Sprint's receipt of Customer's written notice to terminate. Sprint's material failure does not include a failure caused by circumstances not within Sprint's sole control, including, but not limited to, a failure caused by a third party access provider, Customer-provided software or equipment, or Customer.

- B. Termination for Convenience.** Customer may not terminate this MSA or an Order during the Term unless it pays all early termination fees as set forth in Section 14.3.

14.3 Order Term Termination Liability.

- A. Calculation of Early Termination Liability.** Certain Products and Services may be priced based on a minimum Order term, which may be identified as an "Order Term", "Access Term Plan", or similar language. If Customer terminates an Order in whole or in part, before expiration of the Order Term (unless due to Sprint's material failure), then Customer will pay the following early termination charges, which represent Sprints' reasonable liquidated damages and not a penalty:

1. A lump sum equal to: (a) 100% of the applicable monthly charges, multiplied by the number of months remaining in the first year of the initial term, plus (b) 50% of the monthly charges, multiplied by the number of months remaining in the initial term after the first year, and (c) a pro rata amount, based on the number of months remaining in the minimum Order Term of any waived installation charges; and
2. Any liabilities imposed on Sprint by third parties, such as local exchange carriers or PTTs, as a result of Customer's early termination, that are not already contained in the monthly charges.
3. A pro rata portion of any credits issued or charges waived, based upon the number of months remaining in the Order Term at the time of termination.

- B. Waiver of Order Term Liabilities.** Upon prior approval of Sprint in writing, Customer will not be liable for the termination charges in Section 14.3 A, if Customer orders another Service of the same or greater monthly price with an Order Term no less than the remaining months in the initial Order Term (or one year, whichever is greater) at the same time Customer provides Sprint with the termination notice. Such approval will be in Sprint's reasonable discretion and based upon financial and other business considerations.

- 15. **FORCE MAJEURE.** Neither party will be responsible for any delay, interruption or other failure, other than Customer's payment obligations, to perform under this MSA due to acts beyond the control of the responsible party. Force majeure events include, but are not limited to: natural disasters (e.g. lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; inability to obtain equipment or services from third party suppliers; cable cuts by third parties, a local exchange carrier's activities, and other acts of third parties; explosion and fires; embargoes, strikes, and labor disputes; and governmental decrees and any other cause beyond the reasonable control of a party.

- 16. **ORDER OF PRECEDENCE.** If there is a conflict between or among the documents, the order of precedence will be: (a) this MSA, (b) the Order, (c) applicable SLA, (d) the applicable product specific terms and conditions, and (e) the applicable DSA. Separately negotiated or added terms, conditions and pricing, will control over standardized or non-negotiated terms, conditions and pricing, or tariff provisions.

17. COMPLIANCE WITH LAW.

- 17.1 In performing its respective obligations under this MSA, each party will comply with all applicable national and local laws, rules and regulations relating to: (a) all applicable export control laws and regulations for goods and technology, (b) U.S. government sanctions programs, (c) foreign boycotts, (d)



money laundering, and (e) applicable laws of any jurisdiction prohibiting bribery and any other improper payments including the U.S. Foreign Corrupt Practices Act and laws implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

- 17.2** Each party will obtain and continue to obtain, during the term of this MSA, approvals, consents, governmental authorizations, licenses and permits as may be required to perform its obligations under this MSA and any Order.
- 17.3** Parties to this MSA agree that the service and network characteristics and all technical, economic and legal conditions in this Agreement have been negotiated and mutually agreed and, thus, are the result of a particular and direct agreement between the parties. Therefore, the Parties that have entered into this MSA agree that the terms specified in CRC Resolutions, including but not limited to, Consumer Protection (Resolution CRC 3066, 2011), Quality of Service, (Resolution CRC 3067, 2011) and other related regulations that can instead be mutually agreed, will not apply to this contractual relationship.
- 18. INDEPENDENT CONTRACTOR.** Sprint provides Products and Services as an independent contractor under this MSA. The parties' relationship and this MSA will not constitute or create an association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.
- 19. GOVERNMENT REGULATION.** Each party will obtain and continue to obtain, during the term of this MSA, approvals, consents, governmental authorizations, licenses and permits as may be required to perform its obligations under this MSA and any Order.
- 20. NO THIRD PARTY BENEFICIARIES.** The benefits of this MSA do not extend to any third party.
- 21. GOVERNING LAW.** The terms and conditions of this MSA will be governed by the laws of Florida, USA. Where applicable, the English version of the terms and conditions of this MSA will prevail over any foreign language versions.
- 22. DISPUTE RESOLUTION.** Any controversy or dispute arising out of or related to the Services or these terms and conditions in this MSA that cannot be amicably resolved will be settled in arbitration. All arbitration proceedings will be conducted in the English language pursuant to Rules of the International Chamber of Commerce ("ICC") and will be governed by the laws of the state of Florida, USA. The place of the arbitration will be Miami, Florida, USA.
- 23. ASSIGNMENT.** Neither party may assign any rights or obligations under an Order or this MSA without the other party's prior written consent, except that either party may assign its rights and obligations under an Order or this MSA, after prior written notice, and no consent, to a parent company, controlled affiliate, or affiliate under common control.
- 24. AMENDMENTS.** This MSA may only be amended in a writing signed by both parties' authorized representatives.
- 25. NOTICES.** Any notice required under this MSA or Order must be submitted in writing and delivered by hand, pre-paid registered mail, facsimile or electronic mail, to the following:

For Sprint: Sprint International Colombia Ltda. For Customer:
Avenida 82, No. 10-62
6th Floor
Bogota, Colombia



COLOMBIA

26. **ENTIRE AGREEMENT.** This MSA, including any attachments, constitutes the entire understanding between the parties relating to its subject matter and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to the subject matter in this MSA.

IN WITNESS WHEREOF, the parties hereto have executed this MSA as of the ____ day of _____, 20__.

Sprint International Colombia Ltda.

[Customer]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

This MSA is not binding on Sprint until signed above by a duly authorized representative of Sprint.