



CenturyLink Comunicações do
Brasil LTDA

Ordem de Compra

Ordem de Compra No.	Revisão	Página
6300015576		1 de 7

Este número de ordem de compra deve constar em todos os documentos, caixas e correspondências relacionados a este pedido

DADOS DO FORNECEDOR			
CIENA COMMUNICATIONS BRASIL LTDA 11523224000102 AV CHUCRI ZAIDAN 1240 - 20 ANDAR -São Paulo SAO PAULO VILA SÃO FRANCISCO, 04711-130 Brasil Contato: CIENA COMMUNICATIONS BRASIL LTDA Tel:			
DADOS DO FATURAMENTO	DADOS DE ENTREGA	CONSULTA	Data da Ordem 01/12/2020 Moeda USD Incoterm DDP-BRASIL Condição de Pagamento Net 90
CenturyLink Comunicações do Brasil LTDA CNPJ:72.843.212/0014-66 RUA DOS TUCANOS 630 GLP 19 SITIO GUAREHY, CARAPICUÍBA, Sao Paulo, Brasil, 06330-281 Brasil	CenturyLink Comunicações do Brasil LTDA CNPJ:72.843.212/0014-66 RUA DOS TUCANOS 630 GLP 19- SITIO GUAREHY, CARAPICUÍBA, Sao Paulo 06330-281 Brasil	Para consulta de pagamentos e status de faturas entrar a: https://centurylink.provedores.intiza.com/	
ENDEREÇO DE COBRANÇA	Contato antes da entrega Nome: Tel: Email: Requisitante:PRISCILA TATSUE NAKI Recebedor:JOSE EDUARDO LEAO DE FREITAS		
CenturyLink Comunicacoes do Brasil Ltda. Av. Eid Mansur, 666 Pq Sao George Cotia - 06708-070 Brazil			

Este pedido de compra ou solicitação de serviço é emitido com base na cotação indicada como referência e estará sujeita aos Termos e Condições (T&C) padrão da Centurylink, os quais serão considerados incorporados neste instrumento e que sua companhia declara conhecer e aceitar.



CenturyLink Comunicações do
Brasil LTDA

Ordem de Compra

Ordem de Compra No.	Revisão	Página
6300015576		2 de 7

Este número de ordem de compra deve constar em todos os documentos, caixas e correspondências relacionados a este pedido

	Descrição	Data de Entrega	Quantidade	Unidades	Preço Unitário	Total
1138200	NTK554BAE5 OSC W/WSC 2PORT SFP 2 PORT 10BT REQUIRES 1 OR 2 PLUGGABLES CIENA P/N:NTK554BAE5 Vendor P/N: NTK554BAE5_2 X OPTICAL SERVICE CHANNEL	31/01/2021	1	EA	463,57	463,57
1138200	NTK554BAE5 OSC W/WSC 2PORT SFP 2 PORT 10BT REQUIRES 1 OR 2 PLUGGABLES CIENA P/N:NTK554BAE5 Vendor P/N: NTK554BAE5_2 X OPTICAL SERVICE CHANNEL	31/01/2021	1	EA	463,57	463,57
1249042	NTK554TA OPTICAL PROTECTION SWITCH 1X OPSM CIRCUIT PACK CINA P/N:NTK554TA Vendor P/N: NTK554TA_4X OPTICAL PROTECTION SWITCH (4X OPS C-BAND 1X OPSM2) CIRCUIT PACK	31/01/2021	1	EA	794,70	794,70
1249042	NTK554TA OPTICAL PROTECTION SWITCH 1X OPSM CIRCUIT PACK CINA P/N:NTK554TA Vendor P/N: NTK554TA_4X OPTICAL PROTECTION SWITCH (4X OPS C-BAND 1X OPSM2) CIRCUIT PACK	31/01/2021	1	EA	794,70	794,70



CenturyLink Comunicações do
Brasil LTDA

Ordem de Compra

Ordem de Compra No.	Revisão	Página
6300015576		3 de 7

Este número de ordem de compra deve constar em todos os documentos, caixas e correspondências relacionados a este pedido

Total do Pedido		USD 2.516,54
Imposto não Incluído		
Informação do Comprador:	Franco Bobbio FRANCO.BOBPIO@CENTURYLINK.COM	

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CenturyLink Comunicações do Brasil LTDA

1. Definitions

"**Agreement**" refers to the Purchase Order, upon express or implied acceptance by the Supplier;
"**Goods**" refer to any equipment, items, materials or other goods to be supplied under the Agreement;
"**General Conditions**" refer to these general terms and conditions, including any and all annexes hereto;
"**Particular Conditions**" refer to technical and commercial conditions contained in the Purchase Order;
"**CenturyLink Affiliate**" refers to any person who, directly or indirectly, controls, is controlled or is under the common control of CenturyLink.
"**CenturyLink**" refers to CenturyLink Comunicações do Brasil Ltda. and any of its successors and assignees permitted;
"**Confidential Information**" refers to any information relating to the Goods and/or Services (in any form or by any means) disclosed (before or after the issuance of the Purchase Order) by or on behalf of a party, including, but not limited to, information on the content and existence of the Agreement, all proprietary information and any and all technical or commercial information provided or disclosed by either party to the other with respect to these General Conditions or the Agreement;
"**Law**" refer to any laws, regulations, ordinances, codes, orders, directives, interpretations or decisions of any governmental body, division or department or court, and all permits, licenses and standards, requirements or codes of best government, professional or technical practices;
"**Purchase Order**" refers to the Goods and/or Services placement document issued by CenturyLink to the Supplier, containing the General Conditions, the Specific Conditions and the attachments, which, once expressly or implicitly accepted by the Supplier, shall render the Agreement effective between the parties;
"**Price**" refers to the price of the Work specified in the Purchase Order;
"**Supplier**" refers to the person identified in such Purchase Order;
"**Services**" refer to the design, engineering, procurement, construction or other services that may be specified in the Agreement;
"**Site**" refers to the location specified in the Purchase Order upon which the Goods shall be delivered or where the Services shall be provided;
"**Work**" refers to the Goods and/or Services specified in the Agreement;
"**Use**" means the design, testing, use, adjustment, cleaning, maintenance, handling, processing, storage, transportation, disassembly and/or disposal of the Work.

2. Applicability of General Conditions

These General Conditions shall apply to purchases by CenturyLink of all Goods and/or Services contracted with Supplier, except as otherwise expressly provided in writing by the parties.

3. Supplier Liability; Safety

The supply of the Work(s) by the Supplier to CenturyLink shall be in accordance with the terms of the Agreement and the applicable Law. Any deviation or change in specifications or drawings shall be subject to CenturyLink's prior written approval. If the Supplier finds that there is any omission, inconsistency or inaccuracy in the specifications or drawings contained in the Agreement, or believes that any changes should be made, the Supplier shall promptly provide CenturyLink with written notice thereof.
The Supplier may visit the Site, at its own expense, upon prior notice (at least 5 (five) business days in advance) sent to CenturyLink, and shall ascertain the conditions of the Site and other factors that may affect the fulfillment of its obligations under the Agreement.
If for the provision of the Work or Service, access to CenturyLink's Site is required, the Supplier agrees to comply with all of CenturyLink's rules and policies regarding access of third party personnel to CenturyLink's Site.
Except as otherwise provided in the Purchase Order Specific Conditions, the Supplier shall provide all labor, tools, facilities, equipment and materials it requires to perform and fulfill its obligations undertaken in the Agreement. In the event of the provision of Services, the Supplier may only use its own labor, contracted by the Supplier under the terms of the Law.
The Supplier shall prevent any impediment or hindrance to CenturyLink's on-the-spot activities and in any other locations, as well as to the work of CenturyLink's contractors and subcontractors supplying goods and providing services to CenturyLink.
The Supplier shall ensure that its employees, agents, those acting on its behalf and on behalf of its affiliates, operate in the Site in an appropriate, safe and diligent manner in accordance with the Law and CenturyLink's internal policies.
The Supplier shall, upon request, provide CenturyLink with information (including periodic updates) on health and safety hazards relating to the Use of the Work (including risks of any materials and/or equipment included therein, or used in its manufacture) and shall issue recommendations regarding health and safety measures that should be observed with respect to said Use. The Supplier shall provide to CenturyLink periodic updates of such information and recommended measures to be taken when the Supplier becomes aware of any issues impacting on said Use of the Work subject matter of the Agreement.

4. Term and Place of Delivery

The Goods shall be delivered and the Services shall be provided, on the Site, within the term and at the times set forth in the Agreement. In the event the Supplier fails to deliver the Works within the specified period, CenturyLink may, in its sole discretion, (i) refuse to accept the Works and terminate the Agreement, or (ii) in the event of purchase of Goods, demand the partial delivery of the Goods that the Supplier has available and cancel the balance of the Purchase Order.

5. Right of Inspection

The Supplier, at CenturyLink's request, shall promptly provide CenturyLink with drawings and technical data of the Work for analysis, approval and/or registration purposes. No analysis or approval shall imply endorsement or liability of CenturyLink for the accuracy of any drawings or technical data other than its own and shall in no way release the Supplier from any of its obligations under the Agreement or under the applicable Law.
CenturyLink shall be entitled, upon reasonable notice to the Supplier, to inspect or test any Work, and the Supplier shall coordinate such inspection at the point of manufacture or at another location requested by CenturyLink. Such inspections and tests shall not imply endorsement or verification of the Work by CenturyLink and, therefore, shall not release the Supplier from any of its obligations under the Agreement or under the Law. If, as a result of the inspection or testing, CenturyLink acknowledges that the Work is not in compliance with the Agreement, in any respect, CenturyLink shall report to the Supplier, and the Supplier shall take such action as may be necessary to ensure compliance with which was agreed upon prior to shipping or delivery of the Goods. If the contracted Goods are to be imported, the Supplier shall obtain approval from CenturyLink prior to shipping.

6. Warranties

The Supplier hereby warrants that all Good shall meet the specifications set forth in the Agreement, and be new, of good quality, fit for the intended purpose and intended use, and free from defects in material or workmanship, and except as otherwise agreed in writing, shall not be reformed or used. The Supplier hereby warrants that all Services shall be provided with the degree of care, skill and diligence normally employed in the provision of services similar to those set forth in the Purchase Order, and that the Services shall be provided in accordance with the best professional knowledge and criteria of the Supplier.
The Supplier hereby warrants that for the provision of any Works, it shall comply with all requirements of the Agreement and the applicable Law, and shall report to CenturyLink any defects in the Work as soon as it becomes aware of them. All warranties set forth in the Agreement shall remain in full force and effect (i) for a period of one (1) year from the date CenturyLink receives the Goods or the date of commencement of the Services, or (ii) for the term determined by applicable Law, whichever is greater, or (iii) if otherwise contracted, for the term specified in the respective Purchase Order. If a Good or part of a Good is replaced or repaired, or if a Service is rectified or provided again, a new warranty period for such Good or Service shall commence on the date such Good (or part thereof) is replaced or repaired, or where such Service is rectified or provided again.
The Supplier represents and warrants to CenturyLink that, in respect of any Goods supplied and/or Services provided by Supplier, but not manufactured, created or provided by Supplier, it will: (i) transfer to CenturyLink, to the extent permitted by the applicable Law or manufacturer, licensor or service provider, the warranties of the manufacturer, licensor or service provider granted to it, and/or (ii) perform the warranties of the manufacturer, licensor or service provider in accordance with CenturyLink's instructions for Goods and Services, if applicable. All warranties granted by the Supplier are applicable to CenturyLink, its successors, assignees, customers, end users and/or joint users. The provisions of this paragraph shall not release the Supplier from any other warranty obligations under applicable law or provided for elsewhere in the Agreement.
CenturyLink shall have the right to refuse any Work (or part thereof) which is not in accordance with the Agreement, and shall notify Supplier of any breach of warranties granted within a reasonable time in accordance with generally accepted market practices. In such a case, the Supplier shall, at its own costs and expenses and at no additional cost to CenturyLink, repair, replace or rectify the Work, as the case may be, in order to remedy its noncompliance with the warranties, as soon as possible (in any event, within a maximum of 5 (five) business days from the receipt of CenturyLink's notice). If CenturyLink has reasonable grounds to believe that the Supplier will be unable to take the necessary measures to have the Work delivered in the manner specified in the Agreement, these General Conditions and/or the Law within a reasonable period (which, in no event, shall be more than 10 (ten) days), CenturyLink shall have the right to contract a third party (including a CenturyLink Affiliate) for the delivery of the Work, in accordance with the contractual values ##usually employed in the market, and the Supplier shall be obliged to pay all related expenses. CenturyLink shall report to the Supplier, in writing, the need to contract a third party, and the Supplier shall reimburse any transportation charges or other charges incurred by CenturyLink in connection with such replacement or repair.

7. Billing/Payment

Except as otherwise provided in these General Conditions of the Purchase Order, the Supplier shall only invoice and certify each item of the Purchase Order when said items are one hundred percent (100%) completed and/or made available in perfect working order. All invoices shall accurately reflect the amount due by CenturyLink, and shall be issued in a form and content satisfactory to CenturyLink, including all documentation substantiating the delivery of the Work or provision of Service. All invoices shall be delivered at the address specified by CenturyLink in the Agreement.
Taxes levied shall be detailed and paid as provided for in the applicable Law.
The delivery of an invoice that satisfies the requirements set forth in the "Taxes" section of these General Conditions shall be a condition precedent to CenturyLink's obligation to make the payment, total or partial, charged by the Supplier in said invoice. If, in accordance with the applicable Law, CenturyLink is prevented from making the payment in the currency specified on the invoice, it shall pay the Supplier in the currency required by the Law, at an amount that shall be calculated by converting the amount specified in that invoice to the applicable exchange rate required by law or, if such fee is required, by the exchange rate published by Banco Central do Brasil on the PTAX 800 option of SISBACEN, available on the business day immediately prior to the date of payment of the respective invoice.
CenturyLink shall have the right to discount/offset against the Price any amounts due by Supplier.



Ordem de Compra

Ordem de Compra No.

Revisão

Página

6300015576

5 de 7

Este número de ordem de compra deve constar em todos os documentos, caixas e correspondências relacionados a este pedido

CenturyLink Comunicações do Brasil LTDA

Payment shall not imply acceptance, by CenturyLink, that the Goods and/or Services conform to the specifications of the Agreement.

8. Maintenance of Records and Audits

The Supplier shall maintain and ensure that its affiliates (together with the Supplier, simply referred to as #Registrants”) maintain true and detailed records regarding the delivery of the Work, and such records shall be maintained for a period of not less than 36 (thirty-six) months after the settlement of the last invoice. CenturyLink may, at any time and at its own expense, periodically audit all records of the Registrants required to verify compliance with this Agreement and the Law. The Registrants shall grant sufficient access to CenturyLink’s personnel to their offices, documentation and electronic information systems relating to the Work for the performance of such audits upon prior notice, with reasonable notice in advance, by CenturyLink. CenturyLink may also join the Supplier for auditing records of third parties. The Supplier shall use its best endeavors to ensure that the relevant permit provisions pertaining to the audit and the Registrants, substantially similar to those included in these General Conditions, are included in all agreements entered into with Registrants related to the Work.

9. Work Ownership; Risk of Loss

Ownership of the Work shall be transferred to CenturyLink, free and clear of all liens or claims, upon payment to the Supplier, except as otherwise required by law to transfer such property. Notwithstanding the transfer of ownership, the Supplier shall take all necessary care with the Work, assuming all risk of loss with respect to the Work, until it has been delivered to the Site, installed, tested and approved in accordance with the terms of the Agreement. The transfer of risk of loss shall not prejudice the other obligations of the Supplier set forth in the Agreement.

10. Packaging and Identification

The Goods shall be labeled and marked for identification of the contents, without the need to open the package, and all boxes and packages must include the contents of the package. The Supplier shall take all reasonable measures to ensure that the Work to be delivered to CenturyLink is packaged in a safe and appropriate manner to prevent damage or loss while in transit or until it is effectively delivered to CenturyLink. In the event that the Work has not been delivered and/or installed on the Site, but that ownership has been transferred to CenturyLink in another manner, said Work shall be physically isolated and clearly indicated as #Property of CenturyLink” together with the numbers of relevant Purchase Orders. In the absence of specific instructions, the Supplier shall ensure that the packaging and indication of the Work are in accordance with the best market standards and are adequate to withstand all risks during storage and shipping. Any loss or damage resulting from incomplete or insufficient packaging or indication shall be the liability of the Supplier.

11. Rights of Intellectual Property Use and other rights

The Supplier hereby grants to CenturyLink, and CenturyLink accepts, all licenses relating to all use rights that the Supplier has exclusively with respect to the Service Work, whereas all intellectual property rights or other rights on or based on the Work and the Goods required for the Use of the Work are also granted. For the purposes of the Agreement, #Service Work” refers to all data, documentation, software and information in any form, firstly produced or created by or to the Supplier, or provided to or by the Supplier, in any event, as a result or with respect to the provision of the Services. The Supplier hereby grants to CenturyLink, and CenturyLink accepts, all unlimited, definitive, irrevocable, unrestricted, royalty-free, worldwide and non-exclusive rights and licenses on and to the Background Work, including all exclusive rights to or based on the Background Work, and all operational manuals and other manuals with respect to the Goods. For the purposes of the Agreement, #Background Work” refers to all data, documentation, software and information in any form, although not produced or created first and originally by or to the Supplier as a result or in connection with the performance of the Work, but included in the Service Work, required, useful or usable in or with the Service Work, the Goods or any part thereof. The Supplier shall fully compensate CenturyLink and CenturyLink’s Affiliates for all claims, obligations, damages, losses, costs and expenses arising from violation or alleged violation of any patent, registered design, trademark, service mark, copyright or any other intellectual or industrial property right, or any similar protection arising out of or in connection with the Work, or any act performed by or for the Supplier in connection with the Work, or any use or resale of the Work by CenturyLink. The Supplier represents and warrants that the Goods and/or Services purchased by it and provided under the Agreement do not violate any patents, trademarks, copyrights, trade secrets or other intellectual property of any third party.

12. Taxes

The Price of Goods and/or Services already includes any type of tax, tribute, release, charge or customs fees levied or charged by any national or foreign tax authority or body (including, but not limited to, federal, state, municipal or local taxes on sale, use, value-added tax, income tax, deductible, stamp duty, billing tax, goods and services tax, consumption tax or other taxes or similar rates) (collectively, #Taxes”). All payments made by CenturyLink under the Agreement shall be made free and clear of all encumbrances and shall incorporate any Taxes, except as otherwise provided by the Law.

The Supplier undertakes to complete and provide to CenturyLink and, if required, the appropriate tax or governmental authority, forms, certifications or other documents that may be requested in a timely manner by CenturyLink in order to make payments to the Supplier without any deduction or withholding (or at a reduced rate) on account of Taxes. The Supplier shall deliver all invoices in accordance with the Agreement in Reais, or in another currency, if required by the local Law. In addition, the Supplier shall deliver all invoices in a convenient format and in accordance with the procedures required by the applicable law, including value added tax regulations, provided that such tax is regulated in the country of transaction. The Supplier shall invoice CenturyLink, indicating in detail and separately all Taxes that shall be due by CenturyLink. CenturyLink shall pay these Taxes, except when CenturyLink provides the Supplier with a valid reseller certificate or similar exemption documentation. The Supplier agrees to make changes, as required by CenturyLink, to any invoice and to reissue such invoice to CenturyLink if CenturyLink judges in good faith that such invoice does not meet the requirements under the applicable law of the Competent Tax Jurisdiction. The Supplier shall, at its own expense, hold harmless and compensate CenturyLink, its affiliates, agents, subcontractors and employees (collectively, the #Tax Indemnitees”) in connection with any Tax, claim, lawsuit, requirement, cost, expense, obligation, and judgment substantially evidenced to be filed against or incurred by any Tax Indemnitee as a result of any violation of the requirements of the applicable law in the billing process set forth in these General Conditions, except to the extent that such Taxes or costs arise from negligent acts or willful misconduct of CenturyLink. Notwithstanding the foregoing, CenturyLink shall provide full opportunity and grant full powers to the Supplier to assert the defense of any dispute, but only to the extent that such defense or part of it relates to Taxes collected solely and directly as a result of any failure to comply with the requirements of the Law applicable by the Supplier in the billing process described above. In the event that any defense or its agreement or remedy, at CenturyLink’s reasonable discretion, results in any unidentified adverse consequences to any Tax Indemnitee, then the Supplier and CenturyLink shall jointly control that dispute and its settlement or remedy. For countries where there is a charge for value added tax, income tax, sales tax or similar taxes (collectively, #VAT”), CenturyLink shall not be liable for the payment of any amount more than once in respect of any Goods and/or Services (a #Duplicate Tax”), and the Supplier shall be liable for payment of all Duplicated Taxes. The Supplier shall, at its own expense, hold harmless and compensate all Tax Indemnitees for any and all claims, lawsuits, requirements, costs, expenses, obligations and sentences relating to Duplicated Taxes incurred by any Tax Indemnitee, except to the extent that such Duplicated Taxes have been caused by negligent acts or willful misconduct of CenturyLink. Each party shall provide to the other prompt written notice of any such Duplicate Taxes when it becomes aware of them. The Supplier shall have control of the defense of any action, claim or requirement and of all negotiations relating to its agreement or compromise, and CenturyLink shall cooperate, at the Supplier’s expense, in a reasonable manner to facilitate the defense of such claim, requirement or negotiations for their agreement. If the Agreement requires that Goods be, if applicable, imported to a Competent Tax Jurisdiction, CenturyLink shall be the registered importer or shall designate an importer registered/consigned in its name with respect to each Competent Tax Jurisdiction. CenturyLink or, if applicable, the Supplier shall provide a letter of authorization, issued by any third party designated under this paragraph, stating that it agrees to be the registered importer on behalf of CenturyLink, and shall identify the name and address of such registered and designated importer. In any event, ownership and risk of loss shall be transferred in accordance with the provisions of this instrument under the heading # Work Ownership; Risk of Loss” of the General Conditions, unless CenturyLink and the Supplier agree otherwise. The provisions of this clause (Taxes) set forth the exclusive rights and obligations of the Contracting Parties with respect to Taxes. In the event of a conflict between this clause (Taxes) and any other provisions of the Agreement with respect to Taxes, this clause (Taxes) shall prevail.

13. Indemnification

The Supplier shall hold harmless and compensate CenturyLink, its Affiliates, its agents, successors and assignees for any and all claims, losses, expenses (including, but not limited to, reasonable attorneys’ fees and legal costs), costs or damages arising out of or relating to: (i) the violation of the warranties provided by the Supplier with respect to the Goods and/or the Services or any other provision of the Agreement; (ii) failure to comply with the applicable law, including import/export regulations or any other provision in force at the time of delivery of the Goods or the provision of Services; (iii) claims by third parties relating to property damage or bodily injury (including death) attributed to the Supplier or its officers, employees, agents, subcontractors, affiliates, representatives or consultants.

14. Insurance

The Supplier shall contract, prior to the commencement of the manufacture or provision of any Work, the insurance coverages specified in the Purchase Order Specific Conditions, and/or CenturyLink’s policies regarding the entry of outsourced personnel at CenturyLink’s Site, if applicable. The Supplier shall maintain in force the policies of said insurance coverage, with the amounts and extensions agreed or determined by law, throughout the Agreement term and with a renowned insurance company. If applicable, the Supplier shall appoint CenturyLink as an additional policyholder in said insurance policies. In addition, the Supplier shall be solely liable for maintaining and requiring its subcontractors and agents to maintain health, automobile, accident, unemployment, disability, civil liability, property, and other insurance policies as required by (i) law, or (ii) usual business practice in the respective industry. The Supplier shall maintain adequate insurance coverage for any and all CenturyLink’s assets under the care, custody or control of the Supplier or the Supplier’s personnel. In any event, the insurances set forth in this clause shall prevail over all other valid and collectible policies, and CenturyLink shall be notified at least 30 (thirty) days in advance of any cancellation or reduction of any coverage or limits of insurance. All insurance policies contracted under this clause shall contain waivers of the right of subrogation by endorsement or otherwise. CenturyLink shall receive insurance certificates or other acceptable evidence of the contracting of the insurance required herein prior to the performance of the obligations of the Agreement by the Supplier, its subcontractor(s) or agent(s), as the case may be. The Supplier shall be liable for the payment of all and any deductibles of insurances required herein. CenturyLink shall have the right, upon request, to verify the Supplier’s insurance policies and obtain documentary evidence that the Supplier is in full compliance with its obligations hereunder. The insurance limits specified herein shall be the minimum requirements for coverage, and shall



Ordem de Compra

Ordem de Compra No.

Revisão

Página

6300015576

6 de 7

Este número de ordem de compra deve constar em todos os documentos, caixas e correspondências relacionados a este pedido

CenturyLink Comunicações do Brasil LTDA

not be construed in any way as limiting the Supplier's liability.

15. Limitation of Liability

IN NO EVENT SHALL CENTURYLINK OR ANY OF ITS AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR SPECIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY LOST EARNINGS, BUSINESS, AGREEMENTS, SAVINGS OR EXPECTED PROFITS), ARISING OR IN CONNECTION WITH COMPLIANCE OR NONCOMPLIANCE OF THE AGREEMENT, NOTING THAT ANY REPAIR SHALL BE RESTRICTED TO THE SUBSTANTIATED DIRECT DAMAGES, LIMITED TO THE VALUE OF THE AGREEMENT.

16. Confidentiality

The recipient of any Confidential Information shall not publish it or otherwise disclose it to any third party without the written approval of the disclosing party; provided, however, that the above provisions shall not apply to any Confidential Information that (i) becomes public, without action by the recipient, (ii) has been received by the recipient through third parties, without restriction and without obligation of maintain confidentiality, (iii) has been independently developed by the recipient, (iv) has its disclosure required by law, provided that the party using this exception has made commercially reasonable efforts to avoid or limit such disclosure; or (v) becomes essential for the conclusion of an agreement on any disputes or conflicts, or for the enforcement of rights of a party under the Agreement, in which case appropriate protection measures shall be taken to preserve the confidentiality of such Confidential Information as widely as possible within the limits of that negotiation or enforcement process. If disclosure of any Confidential Information is required under clause (iv) above, the party required to disclose Confidential Information shall promptly inform, in writing, the other party of the disclosure requirements. Notwithstanding the foregoing, Confidential Information may be made available to employees, agents, subcontractors, affiliates, legal counsel, financial advisers and auditors, as well as financial institutions of each party, to the extent that any party has taken the necessary measures to ensure that any such person fulfills the confidentiality obligations set forth in this Agreement.

Both Supplier and CenturyLink agree that they shall not use the Confidential Information except with respect to the Work. Upon expiration or termination of the Agreement, each party undertakes to return to the other all documents containing Confidential Information or to destroy all copies of such information.

The provisions of the paragraphs above shall survive for three (3) years after expiration or termination of the Agreement.

17. Term as Essential Condition

The term shall be an essential condition for the Supplier's compliance with all obligations arising from the Purchase Order, and failure to comply with the obligations within the terms specified by CenturyLink shall be considered a breach of Agreement, without requirement of prior notification. If the Supplier fails to deliver the Goods within the term set forth and CenturyLink chooses to request expedited shipments, the Supplier shall pay the difference between the agreed shipping method and the alternative expenses incurred.

18. Liquidated Damages

If the Goods are not delivered or the Services are not rendered or completed within the agreed term, CenturyLink shall have the right to deduct from the Price or to claim damages from the Supplier as a result of the delay, which shall not be considered a fine, without prejudice to the other rights that CenturyLink may have. Except for different percentages determined in the Specific Conditions of the Purchase Order, the damages calculated shall be 0.1% of the Price per day of delay, up to a maximum of ten percent (10%) of the Price. In the event of accumulation of maximum delay damages, CenturyLink shall have the right to terminate the Agreement immediately without further notice.

19. Assignment; Subcontracting

This Agreement shall undertake and benefit the parties and their respective successors and assignees. The Supplier may not assign or transfer its rights and obligations or delegate or subcontract the Agreement without the prior consent of CenturyLink, except in the event of Seller's assignment of its rights and obligations under the Agreement to its Subsidiary. No authorized assignment or subcontracting shall release Supplier from any of its obligations under the Agreement.

20. Termination Without Cause.

CenturyLink may terminate the Agreement in whole or in part, at any time and unreasonably, by delivering notice with at least five (5) days from the submittal of the Purchase Order, and upon payment of costs reasonably incurred proven by Supplier, regarding the Work already executed in accordance with the Agreement up to the date of receipt of such notice.

21. Termination by Just Cause.

The adjudication of bankruptcy of the Supplier or CenturyLink, or request for court-supervised or out-of-court reorganization, insolvency, or composition with its creditors, or appointment of a liquidator, executor or intervening party, or initiation of liquidation process may, without prejudice to any other rights, cause the termination of the Agreement by the other party immediately upon notice to the defaulting party or its successors.

If the Goods and/or Services do not meet the requirements of the Agreement, the Supplier shall, at CenturyLink's discretion, immediately and upon request: (i) repair the Goods and/or Services, without any additional expense to CenturyLink, (ii) replace the Goods and/or Services by Goods and/or Services accordingly without any additional expense to CenturyLink, or (iii) charge CenturyLink a reduced price or reimburse CenturyLink for the difference between the amount of the Goods and/or Services, if CenturyLink made any payment. Whenever noncompliant Goods and/or Services are to be repaired or replaced, the Supplier shall bear all costs (including import duties) due on delivery of the Works repaired or replaced to CenturyLink, and regarding their installation at the site where CenturyLink intends to use them. CenturyLink shall be entitled to damages calculated in the amount of 0.1% (zero point one percent) of the Price of Goods and/or Services for each day of delay between the date of notification of noncompliance and the date on which the alternate Goods are delivered, or the repair of the Goods or correction of the Services provision is completed.

In the event the Supplier fails to comply in any material respects with any of the terms and conditions of the Agreement, and if said violation is not remedied within 30 (thirty) days after CenturyLink's written notice, CenturyLink may terminate the Agreement without any further need of new notification.

If (i) a Force Majeure case (as defined below) prevents the Supplier from complying with its obligations for a period of at least 30 (thirty) calendar days, or (ii) the Supplier fails to conduct its business or gives evidence that shall cease to conduct business, CenturyLink may, without prejudice to any other of its rights, terminate the Agreement immediately upon notice to the Supplier.

22. Force Majeure

Neither party shall be liable for noncompliance with its obligations under the Agreement if said violation arises from an impediment beyond its control, provided that: (i) it is demonstrated that such party substantially could not have taken such impediments into account at the time of execution of the Agreement; and (ii) such party could not reasonably have avoided or overcome such impediment and its effects ("Force Majeure"). In any event, strikes and other labor acts affecting the Supplier's employees, subcontractors and agents shall not be deemed a Force Majeure event. The date foreseen for performance shall be postponed for a period equal to the duration of this case of Force Majeure. The extension arising from this Force Majeure case shall only be granted if notice is delivered by the party requesting the postponement to the other party within 10 (ten) days after the knowledge of the case constituting Force Majeure.

23. Non-exclusive Remedies

No legal remedy under any provision of the Agreement shall exclude any other remedies, and any appeal shall be cumulative and shall be in addition to all others granted under the Agreement or the Law.

24. Waiver; Amendments

No waiver of any provision of the Agreement shall be deemed to be a waiver of any other provision of the Agreement or a waiver of such provision with respect to any subsequent violation except as otherwise expressly provided in writing. All Agreement amendments shall be made in writing and signed by both parties.

25. Non-Exclusivity

Nothing in the Agreement shall be construed as having a purchase or supply exclusivity clause, nor shall it prevent or restrict CenturyLink or any CenturyLink Affiliates from purchasing similar or identical goods or services from any other supplier. In return, CenturyLink shall not prevent the Supplier from providing or offering the Works to any third party (prevailing the rules of confidentiality).

26. Compliance with the Law

The Supplier shall perform its obligations under the Agreement in an ethical, professional and commercially reasonable manner and in accordance with applicable legal requirements, including, but not limited to: (i) the U.S. Foreign Corruption Practice Act and other laws and applicable bribery regulations, (ii) all laws, regulations, codes of conduct, and guidelines regarding data privacy, telemarketing or other improper selling activities, and (iii) all export control laws and regulations (including those promulgated by United States Government bodies, including the United States Department of Commerce and Defense), which prohibit the export or diversion of goods to certain prohibited countries.

27. Relationship between Parties

No party of the Agreement shall be deemed to be an agent, partner, joint venture, or related legal entity of the other Contracting Party as a result of the Agreement.

28. Entire Agreement

General Conditions, Specific Conditions and its amendments are integral part of the Purchase Order. The Agreement constitutes the entire agreement between CenturyLink and the Supplier with respect to the Work, and supersedes any prior agreement or understanding between CenturyLink and Supplier to that effect.

29. Severability Clause

If, for any reason, any provision contained in this Agreement is unlawful, invalid or unenforceable, none of the other provisions contained in the Agreement shall be affected and, accordingly, shall remain in full force and effect. Any unlawful, invalid or unenforceable provision shall be superseded by a provision agreed between CenturyLink and the Supplier, the new provision being as close as possible to the intended purpose of the excluded provision.



CenturyLink Comunicações do
Brasil LTDA

Ordem de Compra

Ordem de Compra No.	Revisão	Página
6300015576		7 de 7

Este número de ordem de compra deve constar em todos os documentos, caixas e correspondências relacionados a este pedido

30. Interpretation

In the event of inconsistencies or divergences between the terms of the Purchase Order and any of the terms of the General Conditions, the terms of the Purchase Order shall prevail only with respect to the commercial and technical terms. The parties agree to comply with these General Conditions, to the exclusion of any other general provisions or conditions of the Supplier.

31. Applicable Law and Jurisdiction

The agreement shall be governed and construed as per the laws of the Federative Republic of Brazil.

The parties elect the Jurisdiction of the Judicial District of São Paulo, State of São Paulo, to settle any and all controversies arising from this Agreement, to the exclusion of any other, however privileged they may be.

32. Survival of Obligations

The cancellation, expiration or early termination of the Agreement shall not release the parties from obligations that, by their nature, shall survive, including, but not limited to provisions on warranties, obligations of remuneration and confidentiality#