

EXHIBIT 6.1 (xi)(a)
PRINCIPLES AND PARAMETERS OF THE AGREEMENT FOR SUPPLY OF
TELECOMMUNICATION SIGNAL TRANSMISSION CAPACITY
(“Term Sheet”)

This Term Sheet defines the principles and parameters that shall guide the negotiation and execution of the Agreement for Supply of Telecommunication Signal Transmission Capacity between Seller and/or one of its Affiliates (“Oi/Affiliate”) and each SPE Movable (“Capacity Agreement”), pursuant to Clause **6.1(ix)(a)** of the Agreement (as defined below).

This Term Sheet is an integral part of the Share Purchase Agreement and Other Covenants to be executed between the Parties (“Agreement”) and its purpose must be understood as a part of the transactions provided for in the Sale and Purchase Agreement.

In the event of implementation of the Segregation and Allotment Plan up to the Closing Date, Oi undertakes to enter a Capacity Agreement with each SPE Movable resulting from the Segregation and Allotment Plan, it being certain that the Capacity Agreements of each SPE Movable shall jointly reflect the conditions provided for in this Term Sheet. For clarification purposes, Buyers may, at their exclusive discretion, separate the terms, conditions and the obligations contained in this Term Sheet between the Capacity Agreements that will be entered into with each SPE Movable, provided that the terms and conditions of such instruments result in the same terms and conditions as those of this Term Sheet.

Unless otherwise expressly provided for in this Term Sheet, the terms in capital letters herein provided for will have the meanings attributed thereto in the Agreement.

1. Object

The purpose of the Capacity Agreement will be the provision, by Oi/Affiliate to SPE Movable, during the Term, of the services to supply circuits/links of telecommunication signal transmission (“Transmission Capacity”), so as to promote the use by SPE Movable of the Transmission Capacity on its own and to offer services supported by the transmission network of Oi/Affiliate to third parties (“Services”). The Services shall be provided as from Closing, to the extent required by SPE Movable, as necessary to proceed with the transaction of the business comprised by the UPI Movable Assets as from the Closing Date.

The Capacity Agreement will include a detailed description of the services provided under the terms and conditions therein defined and will be governed by the sectoral regulation, whenever applicable.

Description of such services must be carried out using the description of the Services as a reference and being consistent with it.

2. Transmission Capacity and Perimeter The perimeter of the Services shall comprise, at least, 22,462 links backhaul (IP and TDM) to 14,173 sites and 2,033 internal and interconnection links, with aggregate Transmission Capacity of, at least, 3.8 terabits per second (Tbps), according to an inventory that will be attached to the Capacity Agreement.

The contracted Transmission Capacity shall be equivalent to the installed Transmission Capacity operated by Oi/Affiliate on the Closing Date, which shall be of at least 3.8 terabits per second (Tbps).

The parties shall keep the perimeter and the transmission capacity of the Services as defined in this item during the entire term of the Capacity Agreement, except if otherwise agreed upon between them.

The agreed Transmission Capacity reductions will not incur additional penalties, but only proportional payment regarding the days for performance of cancellation, up to 30 days.

3. Negotiation and Amendment Negotiation of the Capacity Agreement will happen on an individual basis with each SPE as from the date of execution of the Agreement, within the scope of the Migration Monitoring Committee, and shall be conducted in good-faith, reflecting the principles and parameters established in this Term Sheet, and it shall be concluded in a manner which is satisfactory to the Parties.

The Capacity Agreement may not be modified or terminated without the previous and express consent of the other Party.

At any time after the date of its execution, the Capacity Agreement may be assigned by the SPE Movable to other Affiliates of the Buyer[s] without the need for a consent or approval by Oi.

4. Oi's Compensation Amount and Form Observing the parameters described in item 2 above, the face value for minimum payment by the SPE Movable to Oi/Affiliate for the provision of the Services will be the following:

1st to 3rd year: The annual amount will be of BRL **180,000,000.00**, adjusted for inflation on an annual basis at the IST variation as of the date of execution of the Capacity Agreement, to be paid every year in 12 monthly, equal and successive installments;

4th and 5th year: Maintenance of 41% of the originally contracted Transmission Capacity, equivalent to an annual amount of **BRL 73,800,000**, which will be adjusted for inflation on an annual basis at the IST variation counted as of the date of execution of the Capacity Agreement, to be paid every year in 12 monthly, equal and successive installments; and

6th to 10th year: Maintenance of 27% of the originally contracted Transmission Capacity, equivalent to an annual amount of **BRL 48,600,000**, which will be adjusted for inflation on an annual basis at the IST variation counted as of the date of execution of the Capacity Agreement, to be paid every year in 12 monthly, equal and successive installments.

The annual and monthly amounts correspond to the minimum amount for the provision of the Services, even if any reduction of the number of links and/or of the total capacity is higher than the one provided for in the periods above.

If SPE Movable uses more than 41% of the originally contracted Transmission Capacity between the 4th and the 5th years, or more than 27% of the originally contracted Transmission Capacity between the 6th and the 10th years, SPE Movable shall pay a monthly amount for each remaining link, negotiated in good-faith between the Parties, up to termination of such use, as established in the Capacity Agreement. If it is a satellite transmission, the new price will be fixed upon agreement between the Parties.

New additions or relocation of links and/or upgrades in the Transmission Capacity, not restricted only to the provision of Mobile Services, shall be object of negotiation in good-faith between the Parties, in accordance with the market practices. In any event, the amount corresponding to the Transmission Capacity in force shall keep being considered for the purposes of composition of the payment established in this clause, and it shall be added to such payment the amount resulting from the upgrade that surpasses the Transmission Capacity currently in force.

The amount to change point A of the links and/or Transmission Capacity shall be negotiated in good-faith and established in the Capacity Agreement, in accordance with the market practices.

Any expense related to the maintenance, installation or operation of Oi's equipment (for instance, fee for installation of antennas at the transmission towers, rent of area in towers, or consumed power), as well as other costs and expenses incurred for the provision of the Services, will be under the exclusive responsibility of Oi/Affiliate.

All amounts to be paid for the Services will be net of Taxes. The Taxes shall be collected by the respective taxpayer, pursuant to Law.

5. Obligations of the Parties Oi/Affiliate shall, during the entire Term of provision of the Services (without prejudice to other obligations and

responsibilities that may be attributed to the Parties in the Capacity Agreement):

(a) assume responsibility for the implementation, technological update and maintenance of the equipment necessary for the supply of the Transmission Capacity contracted herein;

(b) keep the equipment owned by it and used in the provision of the Services in compliance with the applicable legal requirements, as well as in compliance with the criteria and specifications agreed upon in the Capacity Agreement and with the market practices usually adopted by wireless telecommunication carriers in Brazil; and

(c) provide the contracted Transmission Capacity preserving, at least, the same service level parameters (SLAs) existing in the agreements for supply of telecommunication signal transmission capacity in force on the date of execution of the Agreement between Oi/Affiliates and Buyer[s], in addition to quality parameters compatible with those required by the applicable regulations.

SPE Movable shall, during the entire Term of provision of the Services (without prejudice to other obligations and responsibilities that may be attributed to the Parties in the Capacity Agreement):

(a) use the Transmission Capacity contracted herein according to the terms of the Capacity Agreement;

(b) allow access of employees and/or third-party contractors of Oi/Affiliate, duly identified, to the premises where their equipment is installed, when reasonably necessary and upon previous request of Oi/Affiliate in such regard; and

(c) fully and timely pay the compensation regarding the contracted Transmission Capacity.

6. Service Levels and Non-Compliance

Oi/Affiliate will provide all Services in a diligent manner and by means of personnel with appropriate training and qualifications, and in accordance with the Law.

The Capacity Agreement shall provide for, at least, the same existing service level parameters (SLAs) as those practiced by Oi/Affiliate in the agreements for supply of telecommunication signal transmission capacity currently in force between Oi/Affiliate and Buyer[s], in addition to quality parameters compatible with those required by the applicable regulations ("Service Levels").

In the event of non-compliance with the Service Levels or other issues in the provision of the Services, Oi/Affiliate shall remedy the failures within the shortest possible term and assume responsibility according to the penalties and obligations to be established in the Capacity Agreement. The Parties will define in the Capacity Agreement the penalties appropriate to the events of non-compliance with relevant obligations regarding provision of the Services, providing for amounts compatible with the importance of such obligations for the SPE Movable, with the same parameters existing in the agreements for supply of telecommunication signal transmission capacity currently in force between Oi/Affiliate and Buyer[s]. If SPE Movable verifies that non-compliance with the Service Levels or other issues occurred in the provision of the Services are due to non-specific issues of Oi, such as, for instance, due to lack of appropriate structure, lack of human or material resources, unavailability of personnel with necessary qualification, inadequacy of methodologies or processes, SPE Movable will communicate it to Oi, which shall exert its best efforts to remedy the issue within the shortest possible term, in accordance with a plan to be defined together with SPE Movable.

Considering the importance of the Services for SPE Movable, the Capacity Agreement shall provide for appropriate remedies for Oi/Affiliate to comply with its obligations with the agreed quality, timeliness, and Service Levels, and, in the event of non-compliance, the penalties will be applied and the damage and other problems suffered by SPE Movable will be remedied or indemnified, pursuant to the Capacity Agreement.

7. Terms The Capacity Agreement will have a term of 10 years as from its execution ("Term").

8. Right to Information of the Parties Oi/Affiliate shall provide SPE Movable with necessary and sufficient information for the latter to be able to receive the Services and verify the agreed SLA. Each Party shall provide to the other all information it holds and that may be necessary for the Capacity Agreement.

SPE Movable will be entitled to audit, directly or by means of third parties, the transactions and documents of Oi related to the provision of the Services, in order to verify or confirm compliance with Oi's obligations resulting from the Capacity Agreement.

9. Representations and Warranties The Capacity Agreement will contain representations and warranties of the parties which are typical of transactions with the complexity, amount, and relevance provided for therein, including, among others, about constitution of the Parties, authorization and validity of the agreements, consents and approvals, licenses, lack of violations, compliance, labor, tax and

social-security issues, intellectual property, software, information technology, among others, which will be negotiated in good-faith between the Parties.

Each Buyer, observing the provisions of the Segregation and Allotment Plan, will be a joint and several guarantor of the obligations assumed in the Capacity Agreement by SPE Movable under its responsibility and/or control, and in no event there will be joint and several liability between Buyer[s] or between each SPE Movable.

- 10. Indemnification** One party shall indemnify the other for any and all losses arising from non-compliance with their respective obligations provided for in the Capacity Agreement, limited to the amount of the Capacity Agreement.
- 11. Confidentiality** The parties shall observe, in relation to the negotiation and performance of the Agreement, the confidentiality obligations provided for in the Sale and Purchase Agreement. The Capacity Agreement will have confidentiality clauses observing the market standards and the provisions in the Agreement.
- 12. Expenses** Each Party shall bear its own expenses in relation to the discussions and negotiations of the Capacity Agreement.