CONTRACT FOR THE PROVISION OF INTERNET SERVICES

KNOW ALL MEN BY THESE PRESENTS:

The Internet Services Agreement is made and executed and entered into, by and between:

Philippine Economic Zone Authority, which is a government agency duly organized and existing under the laws of the Republic of the Philippines, with office address at 9th Floor, DoubleDragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City, 1302, represented herein by its duly authorized Group Manager, Personnel and Administrative Services Group (PASG), **Ms. Vivian C. Toledo** hereinafter referred to as the Customer.

-and-

NextOne Telecom which is a company duly organized and existing under the laws of the Republic of the Philippines, with business address at No. 204 Real Street Barangay Toledo Silang Cavite, represented herein by its duly authorized Accounting Officer**, Ms. Marlyn M. Lazarte** hereinafter referred to as the Service Provider.

Witness That:

Whereas, PEZA requires the services of a technically, legally, and financially capable Internet Service Provider (ISP) for its Zone Office at the Laguna Technopark Inc. – Special Economic Zone (LTI-SEZ);

Whereas, the procurement of internet services is governed by the pertinent provisions of RA No. 12009 (the "New Government Procurement Act") in relation to RA No. 9184 (the "Government Procurement Reform Act") and its implementing rules and regulations;

Whereas, in compliance with the applicable provisions and rules of the new Procurement Law, PEZA sent requests for quotation to prospective and interested ISPs operating or servicing the area where the LTI-SEZ is located;

Whereas, NextOne Telecom is one of those who submitted its quotation before the given deadline for the submission of proposals;

Whereas, after evaluation, PEZA has determined that the submission of NextOne Telecom is the lowest calculated and responsive quotation;

Wherefore, in consideration of the above-cited premises, the Parties hereby enter into and execute this Agreement with the following terms and conditions:

1. **OWNERSHIP & RIGHTS**

   The Philippine Economic Zone Authority (PEZA) agreed to subscribe to Internet Service Connection at Laguna Technopark Inc. SEZ for 24 months in reference to the Internet Access Proposal Dated September 27, 2024. With Notice of Award Dated October 29, 2024. RFQ No. GSD 2024-98 & **NextOne Telecom** will render its services in good faith and for officially authorized business purposes only.

2. **OBLIGATIONS of The Philippine Economic Zone Authority (PEZA)**

   The Philippine Economic Zone Authority (PEZA) will honor the following:
   - Open and honest communication with the employees of NextOne Telecom
   - Assistance to help the employees of NextOne Telecom perform its Services.
   - Open Access to the Equipment of NextOne Telecom for Maintenance Purposes
   - All plans subscribed by the Customer are shared Internet networks and may vary during peak hours but in no case shall it be below the CIR of 25 MBPS.
   - Internet service shall be used exclusively by the Customer to the initial agreed

area of service based on the recommended number of user's and for government agency use only and shall not be diverted to other users. It is hereby expressly agreed that if at any time the IP/MAC address assigned to the Customer are used for other purposes, such as un-authorized downloading of movies, music, software piracy, hacking, pornography, and other illegal use under the law. NextOne Telecom shall have the right to cancel this agreement without prejudice to its other rights under the law.

- All Equipment installed is a property of NextOne Telecom and subject for pull out upon discontinue of service.
- Lost or Damage of equipment installed in the Customer Premise are subject for additional charge to the Customer such as damaged by rodents, electrical connections, power fluctuations, improper use.
- Transfer / Re-Installation and Re-Configuration of Installed equipment are subject to an additional service fee upon request by the Customer. With additional charges for the cost of materials and labor and the Customer shall receive a Quotation.
- Transfer or movement or changes of Equipment from its original location. Changes on the Original Cable Port Assignment and removal of the existing setup of cable Connection that results to no Internet Connection or Signal Loss at the Customers fault will bill added charges to the Customer.

3. OBLIGATIONS of NextOne Telecom

NextOne Telecom will honor the following:

- Rights of The Philippine Economic Zone Authority to keep all company records on the closed-deal transactions.
- Confidentiality of Contract, financial matters-related issues, and critical information brought about by this partnership.
- Open and honest communication with The Philippine Economic Zone Authority
- NextOne Telecom shall provide 24/7 remote/online technical support services; On-site supports services are from Monday to Friday from 9:00 AM to 6:00 PM and on-site dispatch shall be within 2 hours when reported problem can't be resolved by remote troubleshooting.
- Upon technical trouble. Account will be put to Monitoring until Solution will be Solved.
- Covered services by NextOne Telecom are limited only to the set of Equipment Delivered. Computer, Laptop, All Gadgets, POE (power over ethernet) and other devices to connect to the internet are not included and subject for a service fee upon service request by customer.
- Minimum service reliability is 99%. Reasons of Loss of Internet Connection are network trouble, power failure, and equipment link trouble, force majeure and acts of god for reasons beyond its control and other unexpected technical situation.
- For down time of Service, all Payments made are Non-Refundable. Payment Extension will be implemented and extension of serviceable days upon end of the Contract.

4. CONTRACT PRICE and PERIOD

The term of this agreement shall be for a period of **24 Months** in the amount of Three Hundred Twenty-Seven Thousand Six Hundred Pesos Only **(PhP327,600.00)**. Commencing on the date of First Billing, Customer shall upon execution of this Contract, disburse to NextOne Telecom the Monthly Subscription Plan of Thirteen Thousand Six Hundred Fifty Pesos (PhP13,650.00) VAT Inclusive.

5. TERMINATION

NextOne Telecom reserves the right to terminate this contract if there be any fault of obligations, unscrupulous, dishonestly and anomalous activities known to the entire contract.

PEZA may terminate the contract, in whole or in part, at any time, based on the pertinent provisions of RA No. 12009 and its implementing rules and regulations.

6. RESORT TO ALTERNATIVE MODES OF DISPUTE RESOLUTION

The Parties shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences that might arise between them in connection with the implementation of this contract. Should such dispute not be resolved amicably, it shall be submitted to arbitration in accordance with the provisions of RA No. 876 and RA No. 9285.

7. VENUE TO ACTION

The Parties hereto agree that any court action arising out of this contract shall be filed exclusively with the proper court in the City of Pasay.

8. DEFAULT

Either Party shall be in default under this agreement upon the occurrence of any of the following:

a. Either party fails to perform any other obligations or violates any of its covenants under this Agreement and such failure or breach shall continue for Seven (7) days after written notice is received from either party.

b. Any petition or proceeding is filed by or against either party under bankruptcy or insolvency or similar laws, or either party admits in writing of its insolvency or inability to pay its debt as they come due and inability to continue its operations.

c. Either party ceases doing business as a going concern, sells or disposes substantially all its assets, or makes an assignment for the benefit of creditors.

9. REMEDIES

If Customer is in default under this Agreement, all amounts due and to become due thru the end of the contract shall be due and payable, The Service Provider shall have the right to exercise one or more of the following remedies;

a. Recover from the Customer any amounts overdue through the end of the contract.

b. Recover from the Customer all attorney's fees, collection costs, and associated expenses incurred in exercising the Service Provider's right concerning an event of default.

c. The Service provider may pursue any other remedy available in law.

10. REPRESENTATIONS

Service Provider hereto represents and warrants that:

a. It is a legal entity, duly organized, validly existing, and in good standing under the laws of the Philippines jurisdictions, with full power to enter into this agreement and any transactions contemplated herein.

b. The Service Provider's execution and performance of its obligations under this agreement will not violate any judgment, order, law, or governmental regulation.

11. MISCELLANEOUS

a. **AMENDMENTS; NOTICES; AGREEMENTS**. Amendments and/or modifications to this agreement shall be made in writing and shall require the signatures of the duly authorized representatives of both contracting parties.

b. **CONFIDENTIALLY.** Irrespective of cause, the parties hereto agree not to disclose any data or information related or otherwise pertinent to this agreement to any third party; except where such disclosure is required by law, mandated by a final and executory order of the court, or as may be necessary in the course of the performance of this agreement.

c. **PUBLICITY**. No release shall be made to the news media or to the general public relating to this agreement without the prior expressed written consent of either Parties.

IN WITNESS WHEREOF, the parties through their respective representatives affix their signatures on this DEC 02 2024 day of _____ 2024, at CITY OF MANILA City.

By:

Ms. Vivian C. Toledo
Group Manager
Personnel and Administrative Services Group
Philippine Economic Zone Authority (PEZA)

By:

Ms. Marlyn M. Lazarte
Accounting Officer
Finance & Admin Group
NextOne Telecom

SIGNED IN THE PRESENCE OF:

NILDA T. LUMAPAK

ELIZABETH P. PETIL

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES
CITY OF MANILA S.S.
BEFORE ME, a Notary Public, for and in CITY OF MANILA, this DEC 02 2024 day of _____, 2024, personally appeared:

NAME	ID NO.	DATE/ PLACE ISSUE	VALID UNTIL
Ms. Vivian C. Toledo	N03-03-366851	LAS PINAS	2033/02/08
Ms. Marlyn M. Lazarte	P4110915C	MAY 12, 2023	MAY 11, 2033

Both known to me and to me known to be the same persons who executed the foregoing Agreement which consist of four (4) pages and acknowledged to me that the same is their own free and voluntary act and deed as well as of the company's represented.

WITNESS MY HAND AND SEAL, on this date, year and place above written.

NOTARY PUBLIC
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Book No. IV
Series of 2024

ATTY. JOHN EDWARD TRINIDAD ANG
Notary Public for City of Manila-Until Dec. 31, 2024
Notarial Commission No. 2023-091
2ND Floor Midland Plaza Hotel, Adriatico St., Ermita, Mla
I.B.P NO. 393541-Jan. 3, 2024
P.T.R. NO. 1535522 - Jan. 3, 2024 at Manila
ROLL No. 68731/MCLE Compliance No. VII-0011575-04/14/2025