

SOFTWARE LICENSE AND MAINTENANCE SUBSCRIPTION AGREEMENT

This **Software License and Maintenance Subscription Agreement** ("Agreement") executed this _____ day of _____, at _____ by and between:

SECUR LINKS NETWORK AND TECHNOLOGIES, INC., a corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office at No. 15 Km. 16 Severina Industrial Subdivision Parañaque City, represented herein by its Senior Account Manager, **Mr. Fritzgerald C. Salvador**, duly authorized for this purpose as evidenced by a Secretary's Certificate dated January 13, 2025, attached hereto as Annex "K", referred to as "SUPPLIER";

- and -

DEVELOPMENT BANK OF THE PHILIPPINES, a government financial institution duly created and existing under and by virtue of the provisions of Executive Order No. 81, otherwise known as the "1986 Revised Charter of DBP", as amended by Republic Act No. 8523 dated 14 February 1998, with principal office at DBP Building, Sen. Gil Puyat Avenue corner Makati Avenue, Makati City, represented in this act by its First Vice President and Head of Technology Innovations Group, _____, duly authorized for this purpose as evidenced by a Secretary's Certificate dated July 21, 2023, attached hereto as Annex "L", hereinafter referred to as "DBP"

(The Supplier and DBP shall be individually referred to as "Party", and collectively be referred to as "Parties").

WITNESSETH: That

WHEREAS, DBP is in need of Domain Name System (DNS) for Disaster Recovery Site (the "Software") and the maintenance of the existing hardware which DBP uses for efficient, secure and reliable facility of DBP's network IP addresses and Domain Name System/Solutions;

WHEREAS, the SUPPLIER, the exclusive dealer of DDI System and its sole maintenance service provider, has offered to provide Software License and Maintenance Subscription ("Subscription") and DBP has agreed to accept the same and procure the Subscription of the SUPPLIER through Direct Contracting as an alternative method of procurement under the Revised Implementing Rules and Regulations of Republic Act No. 9184;

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties have agreed to enter into this Agreement under the terms and conditions set forth below, including the Annexes.

1. DEFINITIONS

Certain terms used in this Agreement are defined in **Annex "A"**. Other terms used in this Agreement are defined where they are used and have the meanings there indicated. Unless otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are utilized in the IT services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context.

2. SOFTWARE AND SCOPE OF SUBSCRIPTION

The Software and the Scope of Subscription covered by this Agreement are set forth in **Annexes "B" and "C"**, respectively.

3. CONTRACT PRICE

For and in consideration of the Software and Subscription under this Agreement, DBP shall pay the amount of **Pesos: Three Million One Hundred Eighty-Eight Thousand Eight Hundred Eighty-Eight and 88/100 (Php3,188,888.88)** for the entire Term as herein defined, inclusive of all applicable taxes and fees, hereinafter referred to as the "Contract Price".

4. PAYMENT TERMS AND CONDITIONS

DBP shall pay the corresponding Contract Price on a monthly basis for twelve (12) months to the SUPPLIER via credit to its deposit account with DBP within fifteen (15) calendar days from its receipt of the SUPPLIER's sales invoice/official receipt and the issuance by DBP of the Certificate of Acceptance, as well as the Supplier's submission of the documentary requirements enumerated under the Technical Specifications hereof, if any, subject to the usual government audit/accounting/procurement policies, provided that the SUPPLIER has generated a positive performance assessment to be conducted by DBP in accordance with established metrics as stated in Section 9 hereof.

The **Expanded Withholding Tax (EWT)** due to the government shall be withheld by the DBP from any payment made to the SUPPLIER. The EWT deducted by DBP shall be at the rate prescribed by the Bureau of Internal Revenue (BIR) and shall be remitted directly to the BIR. It shall be indicated in the creditable withholding tax return to be filed with the BIR that the tax being withheld is to be credited to the SUPPLIER. The **Certificate of Creditable Tax Withheld** at Source shall be submitted by DBP to SUPPLIER within fifteen (15) calendar days from receipt of payment by the SUPPLIER.

5. TERM AND TERMINATION

A. TERM. This Agreement shall be for a period of one (1) year commencing on **01 January 2025** until **31 December 2025** but may be terminated earlier when either or both Parties decide to terminate it in accordance with the provisions on *Termination*, hereinafter set forth.

B. TERMINATION BY EITHER PARTY. When either of the Parties commits a substantial breach of its obligation and such breach is not corrected within thirty (30) days from the date of receipt of written notice, duly served to the defaulting Party by the other Party, the other Party may terminate this Agreement.

C. TERMINATION DUE TO DBP'S DEFAULT. In the event of termination due to DBP's default, the SUPPLIER shall set a termination date in writing and the following shall apply:

1. The SUPPLIER shall retain any payment received under this Agreement and DBP shall pay any outstanding invoices as of termination date less any amount due to DBP and provided all those covered in the invoices are delivered and accepted by DBP as provided in Section 4.
2. DBP shall pay for any agreed deliverables as stated in the Agreement delivered by the SUPPLIER but not yet invoiced.
3. When payments have been made by DBP, the SUPPLIER shall deliver all materials and other deliverables due as of termination date.

D. TERMINATION DUE TO SUPPLIER'S DEFAULT. In the event of termination due to the SUPPLIER'S default, DBP shall set a termination date in writing and the SUPPLIER shall refund to DBP, within fifteen (15) days from receipt of notice thereof, the applicable Contract Price from

termination date to expiry date of the Agreement pro-rated on a per month basis. DBP's right to refund is without prejudice to its right to claim damages and act on/claim against the Warranty Security set forth in Section 6 hereof.

- E. TERMINATION WITHOUT CAUSE.** Either of the Parties may terminate this Agreement without cause by serving a thirty (30) day written notice to the other party prior to the intended date of termination, or at any time upon the instruction of the Bangko Sentral ng Pilipinas (BSP).

In no case shall the Agreement be terminated due to recovery events, as provided in the BSP Manual of Regulations for Banks (MORB). As DBP is a government financial institution, both Parties hereby agree and warrant that both shall ensure compliance with the regulations and requirements of the BSP.

- F. TRANSITION ASSISTANCE.** In the event of termination for any cause, the SUPPLIER hereby agrees and guarantees that should DBP decide to transfer the Subscription to another provider or other arrangements, it shall provide DBP the necessary level of assistance during the transition.

In case of merger, consolidation and/or change in name, change in ownership, assignment, attachment of assets, insolvency, or receivership of the SUPPLIER, the SUPPLIER shall likewise provide DBP the necessary level of assistance to ensure a smooth transition. For the avoidance of doubt, the surviving or consolidated corporation shall assume all liabilities and obligations under the terms of this Agreement, provided that the SUPPLIER and/or the surviving or consolidated corporation submits proof of such merger or consolidation acceptable to DBP.

- G. BUSINESS CONTINUITY PLAN.** The SUPPLIER warrants that it has existing Business Continuity Plan which includes continuity service and disaster recovery plans that minimize the probability and impact of interruptions to DBP and an exit plan to be implemented upon termination of this Agreement that provides, among others, for transition assistance should the SUPPLIER convert to other service providers or other arrangements.

6. WARRANTY SECURITY

The obligation for the warranty shall be covered by either a special bank guarantee or a letter confirmation for the retention money in an amount equivalent to five percent (5%) of the total contract price (Annex "H") and shall be required for the entire Term, and which shall be effective for one (1) year or from 01 January 2025 to 31 December 2025.

The said amount shall only be released after the lapse of the Term, provided, however, that the Services delivered are free from patent and latent defects and all the conditions imposed under this Agreement have been fully met.

7. WARRANTY

In accordance with and for the entire duration of the warranty period stated in the Technical Specifications, the SUPPLIER warrants the correctness and good quality of the Software and Subscription it shall provide hereunder and that such Software and Subscription conform to the instructions and specifications of the manufacturer of the machine/equipment concerned.

8. GOOD FAITH

The Parties shall assist each other with fairness, equity and efficiency in overcoming their difficulties for the satisfactory performance of their obligations under this Agreement.

9. RIGHT TO AUDIT AND CORRECTIVE ACTION CLAUSES

The SUPPLIER agrees that it shall give DBP, the BSP, and other regulatory agencies the right to audit/examine the/access to the (i) necessary information regarding the Software and Subscription in order for DBP, BSP, or such other regulatory agencies to fulfill their respective responsibilities; (ii) the operations of the SUPPLIER in order to review the same in relation to the Software and Subscription; and, (iii) necessary financial information of the SUPPLIER.

The SUPPLIER agrees that DBP shall have the right to conduct SUPPLIER's performance assessment with respect to its Subscription based on established metrics, which shall be provided to the SUPPLIER upon signing of this Agreement.

The SUPPLIER warrants that it shall be required to immediately take the necessary corrective measures to satisfy the findings and recommendations of the BSP examiners and those of the internal and/or external auditors of DBP.

10. LIABILITY CLAUSE

- A.** In case the SUPPLIER is unable to comply with the terms and conditions of this Agreement or fails to satisfactorily deliver the Software and/or Subscription on time inclusive of duly granted time extensions, if any, DBP shall, without prejudice to its other remedies under this Agreement and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), DBP may rescind or terminate this Agreement pursuant to Section 5 hereof, without prejudice to other courses of action and remedies open to it.
- B.** Any and all claims, liabilities, damages, suits, or causes of action of whatever nature or kind, now or hereafter arising from or in connection with this Agreement, including but not limited to those resulting out of or as a consequence of the acts of employees, personnel, or representatives of the SUPPLIER, shall be for the account of the SUPPLIER. The SUPPLIER shall indemnify DBP, its directors, officers, employees, successors, and assigns against, and hold them free and harmless therefrom. The obligations of the SUPPLIER under this provision shall survive the termination of this Agreement.

11. INFRINGEMENT INDEMNITY

The SUPPLIER, at its own expense, agrees to (a) defend any claim or suit against DBP on the basis of infringement of any copyright, trademark, trade secret or patent ("Intellectual Property Rights") in connection with DBP's use of the Software, and (b) pay any final judgment entered against the DBP on such issue or any settlement thereof, provided that DBP shall:

- (i) Give the SUPPLIER sole control of the defense and/or settlement;
- (ii) Notify the SUPPLIER promptly in writing of each of such claim or suit and give SUPPLIER all information known to the DBP relating thereto, and
- (iii) Cooperate with SUPPLIER in the settlement and/or defense.

DBP will be reimbursed for all reasonable out-of-pocket expenses incurred in providing any cooperation requested by the SUPPLIER.

If all or any part of the Software is, or in the opinion of the SUPPLIER may become, the subject of any claim or suit for infringement of any Intellectual Property Right, or in the event of any adjudication that the Software or any part does infringe, or if DBP's use of the Software or any part is enjoined, the SUPPLIER, at its expense, may either: (a) procure for the DBP the right to Use the Software or the affected part; (b) replace the Software or affected part; (c) modify the Software or affected part to make it non-infringing; or (d) if none of the foregoing remedies are commercially and reasonably feasible, refund to the DBP the license fees received by the SUPPLIER for the Software.

The SUPPLIER shall have no obligation to the extent a claim is based upon (a) use of any version of the Software other than a current, unaltered version, if infringement would have been avoided by a current, unaltered version; (b) combination, operation or use of the Software with other software and/or hardware not delivered by the SUPPLIER or recommended by the SUPPLIER in the Documentation, if such infringement could have been avoided by not combining, operating or using the Software with such other software and/or hardware, or (c) any modifications to the Software which were not made by the SUPPLIER.

12. CONFIDENTIALITY

The Parties hereby agree to comply with confidentiality requirements set forth in **Annex "D"** hereof.

In the event of any violation of R.A. 1405 (the "Bank Secrecy Law"), the Parties shall be solidarily liable, thus, DBP may take action against the SUPPLIER for breach of confidentiality or any form of disclosure of Confidential Information, and the SUPPLIER may be held liable for the applicable penalties as may be provided by prevailing laws, rules and regulations.

13. DATA PROTECTION AND SEGREGATION

Unless prohibited by applicable law, the SUPPLIER may disclose DBP Information to third parties providing services on its behalf who may collect, use, transfer, store or otherwise process it (collectively "Process") in the various jurisdictions in which they operate either for purposes related to the provisions of the Subscription, and/or to comply with regulatory requirements, to check conflicts, for quality, risk management or financial accounting purposes and/or the provision of other administrative support services (collectively "Process Purposes"), provided that the written consent of DBP has been secured, and provided further that the SUPPLIER, its affiliates and third parties to whom the confidential information were disclosed shall strictly adhere to the confidentiality of the information. The SUPPLIER shall be responsible for maintaining the confidentiality of DBP Information.

Whenever applicable in performing its obligations under this Agreement, the SUPPLIER shall, at all times, comply with the provisions of Republic Act No. 10173 or "the Data Privacy Act of 2012," its Implementing Rules and Regulations, and all other laws and government issuances which are now or will be promulgated relating to data privacy, segregation and the protection of personal information.

The SUPPLIER being the personal information processor shall:

1. Process the personal data only upon the documented instructions of the personal information controller, including transfers of personal data to another country or an international organization, unless such transfer is authorized by law;
2. Ensure that an obligation of confidentiality is imposed on persons authorized to process the personal data;
3. Implement appropriate security measures and comply with the Act, these Rules, and other issuances of the Commission;

4. Not engage another processor without prior instruction from the personal information controller: Provided, that any such arrangement shall ensure that the same obligations for data protection under the contract or legal act are implemented, taking into account the nature of the processing;
5. Assist the personal information controller, by appropriate technical and organizational measures and to the extent possible, fulfill the obligation to respond to requests by data subjects relative to the exercise of their rights;
6. Assist the personal information controller in ensuring compliance with the Act, these Rules, other relevant laws, and other issuances of the Commission, taking into account the nature of processing and the information available to the personal information processor;
7. At the choice of the personal information controller, delete or return all personal data to the personal information controller after the end of the provision of services relating to the processing: Provided, that this includes deleting existing copies unless storage is authorized by the Act or another law;
8. Make available to the personal information controller all information necessary to demonstrate compliance with the obligations laid down in the Act, and allow for and contribute to audits, including inspections, conducted by the personal information controller or another auditor mandated by the latter; and
9. Immediately inform the personal information controller if, in its opinion, an instruction infringes the Act, these Rules, or any other issuance of the Commission.

14. PROPERTY RIGHTS

- A. All memoranda, reports, working papers, schedules, computer records and data bases and any other such material (collectively defined as "Data") produced/processed, provided and/or transferred by DBP to the SUPPLIER in the course of the use of the Software and performance of the Services shall at all times be the property of DBP, and the same shall not in any way be reproduced or duplicated. Upon termination or expiration of this Agreement or at such other time as DBP may request, the SUPPLIER shall return all the Data to DBP.
- B. DBP retains the exclusive rights over the Data processed and systems developed under this Agreement and the SUPPLIER nor any of its officers, directors, stockholders, employees, agents or representatives, shall not directly or indirectly, in any event whatsoever, reproduce, distribute, exploit, lease or license, or handle or cause or permit to be reproduced, distributed, leased, licensed, exploited or handled any of the Data and systems' procedures, applications and other derivatives.

15. OWNERSHIP

- A. DBP shall own any usage statistics, reports, scores and results generated from client's authorized use of SUPPLIER Tools (as defined below) (collectively "Results"). For avoidance of doubt, Results shall not include the design, form or format of reports, or any SUPPLIER content or competencies contained within a report. SUPPLIER will have no proprietary interest in any Results, except that SUPPLIER shall have the right to use the Results in anonymized and aggregated form for its statistical norming, research and development. When used for these purposes, these Results will not be personally identifiable, nor will such information be aggregated in such a way as to compromise the anonymity of the participants.
- B. Any intellectual property provided by DBP ("DBP Intellectual Property") shall remain the sole property of DBP. DBP provides such DBP Intellectual Property under a non-exclusive, non-transferable, non-sublicensable license for SUPPLIER to use solely in the provision of Products and Services hereunder and for no other purpose.

- C. SUPPLIER may provide recommendations of third-party content to use with the Goods, and DBP acknowledges and agrees DBP is solely responsible for obtaining from such third party the proper license(s) to use such third-party content, including any intellectual property therein, if DBP elects to access any such third-party content.
- D. Except for subsections A, B and C above, the SUPPLIER shall retain all right, title, and interest in and to all Goods, including Materials and Tools (as defined below). The SUPPLIER provides DBP a non-exclusive, non-transferable, non-sublicensable, worldwide license to use Goods solely for DBP's internal business purposes. Support Subscription that SUPPLIER provides require that SUPPLIER protect the anonymity of the participants and maintain the integrity and value of the Goods; and as such, DBP will not have access to the line item responses provided at the participant level. DBP must purchase a license for Goods for each participant.
- E. "Materials" means all copyright-protected products provided to DBP by SUPPLIER. No right to modify, translate, or copy such Materials is given, unless previously provided in writing by SUPPLIER; SUPPLIER will retain copyrights on all modified, copied, and translated Materials. Configured or tailored Materials are not returnable for refund.
- F. As part of the Goods, SUPPLIER employees certified as trainers ("SUPPLIER Trainers") or DBP employees trained and certified by SUPPLIER as trainers ("DBP Trainers") may perform workshops ("SUPPLIER Workshops") for Participants. When applicable, DBP may also have DBP employees trained as Master Trainers, and such Master Trainers may certify additional employees as DBP Trainers. No other personnel are authorized to perform SUPPLIER Workshops, DBP Trainers, and DBP Master Trainers may only perform SUPPLIER Workshops as previously agreed with SUPPLIER. Without written consent of SUPPLIER and entry into a separate agreement with SUPPLIER, no third parties may deliver SUPPLIER Workshops within DBP's organization, even if third parties have been certified to deliver SUPPLIER Workshops within other organizations.
- G. When applicable, Web-based or Cloud-based applications, virtual reality programs, equipment, assessments, testing, software systems and related tools which may be used by SUPPLIER to perform and provide Goods ("Tools") will reside on computer equipment within the Philippines, with security provisions commensurate with this Agreement. These Tools are the property of the SUPPLIER or have been licensed by SUPPLIER, and SUPPLIER retains all rights to such. DBP hereby confirms that their systems are compatible with the specifications at <https://www.ddiworld.com/techdocs>. SUPPLIER reserves between 3:00 AM and 8:00 AM EST each Saturday, to perform routine and emergency maintenance. As part of its routine business, SUPPLIER reserves the right to sunset, at SUPPLIER's discretion, any of its Tools with 120-day written notice to DBP. Tools that are sunset will still be available during the term of any pre-paid license term.

16. WAIVER

No waiver of any Party with respect to a breach or default of any right or remedy and no course of dealing shall be deemed to constitute a continuing waiver of another breach or default or of another right or remedy, unless such waiver be expressed in writing and signed by the Party to be bound.

17. FORCE MAJEURE

In case of the occurrence of force majeure, such as but not limited to earthquakes, storms, floods, fires, epidemics, strikes and other concerted labor actions, civil unrests, riots, wars, or any other unforeseen or unavoidable Disaster or event which shall be beyond the control of a Party, the Party affected

shall be excused from performing its obligation under this Agreement for a period equivalent to the number of days that they are affected or prevented by the event of force majeure, provided that:

- A. The force majeure is the proximate cause which delayed or prevented the Party's performance of its obligation under this Agreement;
- B. The Party concerned took all possible measures to overcome and mitigate the effects of such force majeure; and
- C. The Party affected shall inform the other Party in writing of the occurrence as well as the abatement of such force majeure, including a detailed description thereof and the measures taken to overcome and mitigate the effects of the same.

Each Party shall hold the other free from any liability, claims, and/or damages of any kind and nature arising from or in connection with the occurrence of any force majeure, as well as for those incidents or events attributable to Third Parties.

18. GOVERNING LAW, DISPUTE RESOLUTION AND VENUE OF ACTION

This Agreement shall be governed and construed in accordance with the provisions of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act and other applicable laws of the Republic of the Philippines.

All disputes and controversies that may arise from this Agreement involving but not limited to demands for the specific performance of the obligations as specified herein and/or in the interpretation of any provisions or clauses contained herein, shall, in the first instance, be settled through amicable means.

In case of failure to settle amicably the dispute upon the lapse of thirty (30) days from either party's request for good faith negotiations or discussions with a view to amicably settling the dispute (or upon lapse of such extended period as the parties may agree in writing) shall be submitted to arbitration in accordance with Republic Act No. 9285 (Alternative Dispute Resolution Act of 2004).

Any legal action necessary to promote arbitration or ancillary to such arbitration shall be instituted in the appropriate courts of Makati City, Philippines to the exclusion of other courts of equal jurisdiction.

19. ACKNOWLEDGMENT OF TRANSPARENCY OF TRANSACTION

The SUPPLIER acknowledges that in addition to other prevailing/applicable Philippine laws, rules and regulations, DBP has an existing Code of Ethics, which prohibits any gift, fee, commission or benefit in favor of any of DBP's officers and/or employees and/or any other persons to be given as a condition to, or as an additional consideration for, the award of the Contract to the SUPPLIER. The SUPPLIER further acknowledges that under DBP's Code of Ethics and other prevailing rules and regulations, DBP's personnel have the duty to report to superior officers any possible violation of the policy. Furthermore, the SUPPLIER commits itself to conduct its business professionally and ethically by equally abiding by the provisions of DBP's Code of Ethics, particularly the norms of conduct and the rules on conflict of interest, insofar as applicable to the SUPPLIER's nature of business and for the duration of its business relationship with the DBP.

Furthermore, in compliance with the Section 47 of R.A. 9184 or the "Government Procurement Reform Act" as well as the provisions on Conflict of Interest under DBP's Code of Ethics, the SUPPLIER warrants that it is not related to any of the directors of DBP, members of the Bids and Awards Committee,

the Technical Working Group (if any), the head of DBP's project management office and project consultants (if any), end-user or implementing unit, by consanguinity or affinity up to the third civil degree.

The SUPPLIER is aware that DBP is a government-owned corporation and that the receipt by any of DBP's officers and/or employees and/or other persons, as well as the giving by the SUPPLIER, unless opportunely disclosed pursuant to the provisions of (Presidential Decree No. 749) of such gift, fee or commission, are crimes punishable under the provisions of the Anti-Graft and Corrupt Practices Act (R.A. No. 3019), Title VII of the Revised Penal Code on Crimes Committed by Public Officers, the Code of Conduct and Ethical Standards for Public Officers and Employees (R.A. No. 6713), the Plunder Law (R.A. No. 7080), as well as under other applicable laws and governing presidential decrees.

The SUPPLIER further acknowledges DBP's policy to refer any such violation to the proper government agency for criminal prosecution.

20. NOTICES

All notices, demands, requests, or other communications under this Agreement shall be in writing and shall be deemed to have been duly given or made: (a) if made by hand delivery, when delivered; (b) if sent by mail, seven (7) days after being deposited in the mails, postage prepaid; and (c) if sent by facsimile to a facsimile receiver at the proper number of a party hereto as specified below, when receipt is acknowledged, addressed as follows:

For the SUPPLIER: **(Please see Annex "E")**

For the DBP:

Name	:	Development Bank of the Philippines
Address	:	DBP Bldg., Sen. Gil Puyat Avenue corner Makati Avenue, Makati City
Attention	:	SM Robert B. Calimlim
Tel No.	:	(02) 8-818 9511

Any change of address shall be effective only after five (5) days from receipt of the other party of a written notice of change of address from the other party.

21. SEVERABILITY AND NON-ASSIGNABILITY

Should any provision of this Agreement be declared or become illegal, the legality and validity of the other provisions of this Agreement shall not be affected.

Neither party may assign, in whole or in part, any right, obligation and/or benefit under this Agreement without the prior written consent of the other party.

22. NO POACHING CLAUSE

Except as provided in Section5(F), DBP or any of its affiliates will not engage, either directly or through other service provider and/or agencies, the personnel or consultants engaged or provided by the SUPPLIER to the former within twelve (12) months from the day of the termination of this Agreement unless there is a written waiver from the SUPPLIER.

23. ANNEXES

The following Annexes shall, by this reference, form an integral part of this Agreement:

- Annex A : Definition of Terms
- Annex B : Software

Annex C	:	Scope of Subscription
Annex D	:	Confidentiality
Annex E	:	Notice to Supplier
Annex F	:	Notice of Award
Annex G	:	Technical Specifications
Annex H	:	Warranty Security
Annex I	:	Performance Evaluation of 3rd Party Contracts/Agreements
Annex J	:	Data Privacy Consent Form (Bids/Procurement)
Annex K	:	Supplier's Secretary's Certificate for Board Resolution
Annex L	:	DBP's Secretary's Certificate

The Parties shall endeavor to harmonize the provisions of this covering agreement and the Annexes so that each shall be effective. In the event of any inconsistency between the terms of this covering agreement and the Annexes, the terms of the Annexes shall prevail to the extent necessary to resolve such inconsistency. In the event of any conflict between the provisions of this Agreement including the annexes and the Technical Specifications, the terms of the Technical Specifications shall prevail.

24. MATERIALITY OF OUTSOURCING ARRANGEMENT

Pursuant to BSP Circular No. 1137, series of 2022 amending Section 112 of the Manual of Regulations for Banks, the Subscription outsourced herein are considered non-material, hence the requirement for prior approval of the BSP is not applicable.

25. DISASTER RECOVERY

In the event of a Disaster, DBP shall have authority to avail of the Subscription at its Disaster Recovery site. If the circumstances warrant, DBP shall provide an initial oral notification on the request for the performance of the Subscription at the DBP Disaster Recovery site, but such oral notice must be followed by a written Disaster Notification within twenty-four (24) hours after initial notification, provided that, the twenty-four (24) hours written notice period may be extended depending on the circumstances. The availment of Subscription at the Disaster Recovery site shall also be allowed in case of a Disaster Recovery Testing.

26. SUCCESSORS-IN-INTEREST

The availment of the Software and/or Subscription by DBP's affiliates, subsidiaries and/or acquired companies shall be subject to the prior written notice to the SUPPLIER. Likewise, in case of mergers, consolidation and/or change in name of DBP, the latter or its successor-in-interest can still avail of the Subscription under the terms of this Agreement, provided that there is prior written notice to the SUPPLIER of such transfer of the Subscription.

27. SUB-CONTRACTING

- a. Subcontracting of any portion of the Subscription does not relieve the SUPPLIER of any liability or obligation under the Agreement. The SUPPLIER shall be solely liable and responsible for the acts, defaults, and negligence of its Sub-contractors, agents, servants or workmen as fully as if these were the SUPPLIER's own acts, defaults, or negligence.
- b. In the event that any Sub-contractor is found by DBP to be incompetent or incapable in discharging assigned duties, DBP may request the SUPPLIER to provide a replacement, with qualifications and experience acceptable to DBP, or to require the SUPPLIER to resume the performance of the work itself.

- c. In the event transition to an alternate service provider is necessary in view of unforeseen circumstances, the SUPPLIER shall provide the necessary Transition Assistance under Section 5 hereof and in accordance with the requirements under R.A. 9184 (the "Government Procurement Reform Act").

28. MODIFICATION AND AMENDMENT

No modification/amendment or waiver of any provision of this Agreement shall in any event be effective unless the same be in writing and duly signed by the Parties.

29. SUBMISSION OF TAX CLEARANCE

As required under Executive Order (EO) 398, the SUPPLIER shall submit income and business tax returns duly stamped and received by the Bureau of Internal Revenue before entering into and during the effectivity of this Agreement. The SUPPLIER, through its responsible officer/s, shall also certify under oath that it is free and clear of all tax liabilities to the government. The SUPPLIER shall pay taxes in full and on time and that failure to do so will entitle DBP to suspend or terminate this Agreement.

30. ENTIRE AGREEMENT

Both Parties acknowledge that this Agreement and the relevant Annexes constitute the entire agreement between them and shall completely supersede all other prior understandings, previous communications or contracts, oral or written, between the Parties relating to the subject matter hereof.

31. OGCC REVIEW

The Parties agree to supplement/amend/restate this Agreement, including all its amendments/supplements, to incorporate the comments/revisions, if any, of the Office of the Government Corporate Counsel, with effect from the date of signing thereof.

33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the _____ day of _____, in _____.

SECUR LINKS NETWORK AND TECHNOLOGIES, INC.
(Supplier)
By:

DEVELOPMENT BANK OF THE PHILIPPINES
(DBP)
By:

(SIGNED)

FRITZGERALD S. SALVADOR
Senior Account Manager

(SIGNED)

First Vice President
Head of Technology Innovations Group

Signed in the presence of:

(SIGNED)

IRVYNE DAVE MEDRANO
Witness for Supplier

(SIGNED)

Witness for DBP

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
MAKATI CITY) SS.

BEFORE ME, a Notary Public for and in the City of MAKATI, Philippines,
this 21 day of MAR 2025, personally appeared Mr.
Salvador and Mr. Tan with the following details of their competent evidence of identity:

Name	Government ID Presented	Place and Date Issued
SECUR NETWORK AND TECHNOLOGIES, INC.	LINKS AND	
Represented by:		
FRITZGERALD S. SALVADOR		
Development Bank of the Philippines		
Represented by:		
MARK DENNIS S. TAN		

known to me and to me known to be the same person who executed the foregoing document and identified by me through competent evidence of identity, to be the same person in the foregoing document, who exhibited to me the above ID. It was acknowledged to me that the execution of this document is the free and voluntary act and deed of the entity represented and that herein signatory has the authority to sign on behalf of his principal.

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(SIGNED)
ATTY. PATRICIA C. VELARDE
Notary Public for the City of Makati
Appointment No. M-147 until December 31, 2025
Roll of Attorneys No. 63138
IBP Lifetime No. 012809 05/07/2014
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MCLE Compliance No. VIII-0005492 12/01/2023
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