

SOFTWARE MAINTENANCE SUBSCRIPTION AGREEMENT

This **Software Maintenance Subscription Agreement** ("Agreement") executed this \_\_\_\_\_ day of \_\_\_\_\_, at MAKATI CITY between:

**VIPER TOTAL INFORMATION SOLUTIONS, INC.**, a corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office at Suite 1003 Antel Global Corporate Center, Doña Julia Vargas Avenue, Ortigas Center, Pasig City, represented herein by its authorized representative, **RODEL ANTHONY RAMIREZ**, duly authorized under *Secretary's Certificate* dated 16 June 2025, attached hereto as *Annex "A"*, and hereinafter 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 Makati Head Office, Sen. Gil Puyat Avenue corner Makati Avenue, Makati City, represented in this act by its Office President and Head of IT Operations Group, \_\_\_\_\_, duly authorized under *Secretary's Certificate* dated July 10, 2025, attached hereto as *Annex "B"*, and hereinafter referred to as "DBP";

(Each, a "Party", and collectively, the "Parties").

WITNESSETH: That

**WHEREAS**, DBP is in need of maintenance and support subscription (the "Subscription") of Arcserve High Availability (RHA) for Four (4) Critical Systems;

**WHEREAS**, the SUPPLIER has offered to provide the Subscription of the Software and DBP has agreed to accept and procure the same from the SUPPLIER through Small Value Procurement as a method of procurement under the *Implementing Rules and Regulations of Republic Act No. 12009*;

**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 "C". Other terms used in this *Agreement* are defined where they are used and have the meanings indicated therein. Unless otherwise specifically defined, those terms, acronyms and phrases in this *Agreement* that are utilized in 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 "D" and "E", respectively.

3. **CONTRACT PRICE**

For and in consideration of the Subscription under this *Agreement*, DBP shall pay the amount of **PESOS: NINE HUNDRED NINETY-SEVEN THOUSAND FIVE HUNDRED SIXTY-EIGHT (PhP997,568.00)** for the entire term as herein

defined, inclusive of all applicable taxes and fees, hereafter referred to as the "Contract Price".

**4. PAYMENT TERMS AND CONDITIONS**

DBP shall pay the Contract Price to the SUPPLIER via credit to its deposit account with DBP within fifteen (15) calendar days from its receipt of the SUPPLIER's official receipt/Sales Invoice 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 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 BIR. It shall be indicated in the creditable withholding tax return to be filed with 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 the 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 the date of issuance of *Certificate of Completion* by DBP, and 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:
  - (i) The SUPPLIER shall retain any payment received under this *Agreement*; 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*;
  - (ii) DBP shall pay for any agreed deliverables as stated in the *Agreement* delivered by the SUPPLIER but not yet invoiced; and
  - (iii) 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 Performance Security set forth in *Section 6* hereof.

**SOFTWARE MAINTENANCE SUBSCRIPTION AGREEMENT**  
*Viper Total Information Solutions, Inc.*

- 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 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. **PERFORMANCE SECURITY**

To guarantee the faithful performance of the SUPPLIER of its obligations under this *Agreement*, the SUPPLIER shall post, in favor of DBP, the required amount of Performance Security in accordance with the following schedule:

Form of Security	Minimum % of Total Contract Price	Minimum amount (PhP)
1. Cash, cashier's/manager's check issued by a Universal or Commercial Bank	Five percent (5%)	49,878.40
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank		

2. Surety Bond callable upon demand issued by a surety or insurable company together with certificate issued by Insurance Commission certifying the surety or insurance company is authorized to issue such surety bond	Thirty percent (30%)	299,270.40
---	----------------------	------------

The Performance Security shall be effective and in full force and effect for the entire Term of this *Agreement*. In the event of any extension of the Term of this *Agreement*, the Performance Security shall be renewed accordingly.

Should the SUPPLIER, based on any of the conditions stipulated under *Section 5 (TERM & TERMINATION)*, terminate this *Agreement*, (except if the cause of termination is default or breach by DBP), the Performance Security shall be forfeited in favor of DBP without any need of judicial action. Furthermore, any changes in this *Agreement* shall not require the prior approval of the surety and shall in no way annul, release or limit the liability of the SUPPLIER.

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

The SUPPLIER agrees that DBP shall have the right to conduct the 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.

For avoidance of doubt, the immediately preceding fiscal/calendar year-end was the last independent and/or third-party audit/review upon 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 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 /

## **SOFTWARE MAINTENANCE SUBSCRIPTION AGREEMENT**

*Viper Total Information Solutions, Inc.*

damages, the applicable rate of one tenth (1/10) of one (1%) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. Such amount shall be deducted from any money due, or which may be due to the SUPPLIER, or collected from any securities or warranties posted by the SUPPLIER, whichever is convenient to DBP.

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 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 DBP relating thereto; and
- (iii) Cooperate with the 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 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 DBP the license fees received by the SUPPLIER for the Software.

The SUPPLIER shall have no obligation to indemnify DBP if 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 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 "F"* hereof.

## **SOFTWARE MAINTENANCE SUBSCRIPTION AGREEMENT**

*Viper Total Information Solutions, Inc.*

In the event of any violation of *R.A. 1405 (the "Bank Secrecy Law")*, the Parties shall be solidarily liable, thus the Bank 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.

### **14. OWNERSHIP**

- A. DBP shall own any usage statistics, reports, scores and results generated from client's authorized use of SUPPLIER's tools (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. The SUPPLIER will have no proprietary interest in any Results, except that it 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 the 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 that it 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 it 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. The SUPPLIER shall provide DBP with a non-exclusive, non-transferable, non-sublicensable, worldwide license to use goods solely for DBP's internal business purposes. The Subscription that the SUPPLIER provides require that it shall 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.

**SOFTWARE MAINTENANCE SUBSCRIPTION AGREEMENT**

*Viper Total Information Solutions, Inc.*

- E. "Materials" means all copyright-protected products provided to DBP by the SUPPLIER. No right to modify, translate, or copy such Materials is given, unless previously provided in writing by the SUPPLIER. The SUPPLIER will retain the copyright on all modified, copied, and translated Materials. Configured or tailored Materials are not returnable for refund.

**15. 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 is expressed in writing and signed by the Party to be bound.

**16. 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.

**17. GOVERNING LAW AND VENUE OF ACTION**

This *Agreement* shall be governed and construed in accordance with the provisions of *Republic Act No. 12009*, otherwise known as the *New Government Procurement Reform Act (R.A. 12009)*, its implementing rules and regulations, and other applicable laws of the Republic of the Philippines. Venue of all actions arising from this *Agreement* shall be brought exclusively to the jurisdiction of the appropriate courts of Makati City, Philippines.

**18. 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

11

SUPPLIER’s nature of business and for the duration of its business relationship with the DBP.

Furthermore, in compliance with the *Rule XV of R.A. 12009*<sup>1</sup> 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 and controlled 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.

**19. 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 "G"*)

For the DBP:

Name	:	Development Bank of the Philippines
Address	:	DBP Bldg., Sen. Gil Puyat Avenue corner Makati Avenue, Makati City
Attention	:	SAVP Jackleen G. Ramos
Tel No.	:	(02) 8818-9511

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.

**20. 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.

---

<sup>1</sup> The provision on *Accountability, Ethics, and Conflict of Interest* under the *Implementing Rules and Regulations of RA 12009*.



## **SOFTWARE MAINTENANCE SUBSCRIPTION AGREEMENT**

*Viper Total Information Solutions, Inc.*

### **21. NO POACHING CLAUSE**

Except as provided in *Section 5(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.

### **22. ANNEXES**

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

- Annex A : Secretary's Certificate of SUPPLIER
- Annex B : Secretary's Certificate of DBP
- Annex C : Definition of Terms
- Annex D : Software
- Annex E : Scope of Subscription
- Annex F : Confidentiality
- Annex G : Notice to Supplier
- Annex H : Notice of Award
- Annex I : Technical Specifications
- Annex J : Performance Security
- Annex K : Performance Evaluation of 3rd Party Contracts/Agreements
- Annex L : Data Privacy Consent Form

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.

### **23. MATERIALITY OF OUTSOURCING ARRANGEMENT**

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

### **24. 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.

### **25. SUCCESSORS-IN-INTEREST**

The availment of the 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

## **SOFTWARE MAINTENANCE SUBSCRIPTION AGREEMENT**

*Viper Total Information Solutions, Inc.*

under the terms of this *Agreement*; provided that, there is prior written notice to the SUPPLIER of such transfer of Subscription.

### **26. SUB-CONTRACTING**

- A. Sub-contracting 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. 12009 (the "New Government Procurement Act")* and its implementing rules and regulations.

### **27. 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.

### **28. SUBMISSION OF TAX CLEARANCE**

As required under *Executive Order No. (EO) 398*, the SUPPLIER shall submit income and business tax returns duly stamped and received by BIR 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*.

### **29. 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.

### **30. 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.

*[The signature page follows.]*

**IN WITNESS WHEREOF**, the Parties hereto have signed this *Agreement* on the \_\_\_\_\_ day of \_\_\_\_\_, in MAKATI CITY.

JUL 30 2023

**VIPER TOTAL INFORMATION SOLUTIONS, INC.**  
(SUPPLIER)

**DEVELOPMENT BANK OF THE PHILIPPINES**  
(DBP)

By:

y:

(SIGNED)  
**RODEL ANTHONY RAMIREZ**  
Sr. Technical Consultant

(SIGNED)  
Vice President and  
Head, IT Operations Group

and in the presence of:

(SIGNED)  
**SHEILA MARIE M. AMPONGAN**  
Witness for SUPPLIER

(SIGNED)  
Witness for DBP

Handwritten signatures at the bottom right of the page.

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
MAKATI CITY ) SS.

BEFORE ME, a Notary Public for and in the City of Makati, Philippines, this  
\_\_\_\_\_ day of \_\_\_\_\_ 2025, personally appeared the  
following:

Name	Government ID Presented	Place and Date Issued
DEVELOPMENT BANK OF THE PHILIPPINES By:		

VIPER TOTAL INFORMATION  
SOLUTIONS, INC.  
By:

Rodel Anthony Ramirez

known to me and to me known to be the same persons who executed the foregoing document and identified by me through competent evidence of identity, to be the same persons in the foregoing document, who exhibited to me the above IDs. It was acknowledged to me that the execution of this document is the free and voluntary act and deed of the entities represented and that herein signatories have the authority to sign in behalf of their respective principals.

The foregoing document is a *Software Maintenance Subscription Agreement* which consists of twenty-seven (27) pages including the page where this Acknowledgment is written. This acknowledgment forms an integral part of the said document.

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2025.

**ADRIANWIN B. SANJOS**  
Notary Public for Makati City  
Until December 31, 2025  
Appointment No. M-015(2024-2025)  
Roll of Attorney No. 57952  
ISF No. 300740-Lifetime Member  
PTR No. 1046/2025/Jan.02,2025/Makati City  
MCLE Compliance VIII No.0022365/April 14,2028  
U-1-A 8051 San Nicolas St. Guadalupe Nuevo, Makati City