

## SOFTWARE MAINTENANCE SUBSCRIPTION AGREEMENT

This **Software Maintenance Subscription Agreement** ("Agreement") executed this 27<sup>th</sup> day of July 2025, at Sevilla, Spain by and between:

**APTEAN IBERICA, SL**, a corporation duly organized and existing under and by virtue of the laws of the Spain, with principal office at Carrer de Frederic Mompou, 5, 08960 Sant Just Desvern, Barcelona, Spain, represented herein by its Director and Vice President, Hellen M. Stein duly authorized for the purpose of this Contract as evidenced by Certification of Powers, attached as Annex "K", herein referred to as "SUPPLIER" or "Vendor";

- 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 **President and Chief Executive Officer** and Resolution No. 0022 Dated January 18, 2023 as shown in the Corporate Secretary's Certificate dated June 19, 2023 attached hereto as Annex L, hereinafter referred to as "DBP"

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

WITNESSETH: That

**WHEREAS**, DBP is in need of maintenance and support services (the "Services Subscription") for the ROSS GL User Software ("Software") which DBP shall use for its DBP Head Office;

**WHEREAS**, the SUPPLIER has offered to provide the Services Subscription and DBP has agreed to accept the same and procure the Services of the SUPPLIER through Direct Contracting as an alternative method of procurement under the Revised Implementing Rules and Regulations of Republic Act No. 9184;

**WHEREAS**, DBP has awarded the SUPPLIER a contract for the Services Subscription and the Parties have entered into this Software Maintenance Subscription Agreement pursuant to a Notice of Award dated 08 April 2024 for the procurement of such Services Subscription.

**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

- A. 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.
- B. If there is any inconsistency between the Agreement and related documents, then the following will prevail in descending order of precedence: (a) this Software Maintenance Subscriptions Agreement and

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the 27th day of JUNE 2025, in SANTARITA AND MAKATI.

**APTEAN IBERICA, SL**

By:

SIGNED

President and CEO

**DEVELOPMENT BANK OF THE PHILIPPINES**

SIGNED

MUS

President and CEO

SIGNED

in the presence of:

SIGNED

AV

#### ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
MAKATI CITY ) SS.

BEFORE ME, a Notary Public for and in the City of Makati, Philippines, this  
day of 30 MAY 2025 2024, personally appeared the  
following:

Name	Government ID Presented	Place and Date Issued
------	-------------------------	-----------------------

[Redacted Name]

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 Agreement which consists of thirty-two (32) pages including the page where this Acknowledgment is written. This acknowledgment forms an integral part of the said document.

Doc. No. 367  
Book No. 75  
Page No. XVIII  
Series of 2025  
DST No. 0356832

[Redacted Signature]  
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  
PTR Exempt under R.A. 7160  
MCLE Compliance No. VIII-0005492 12/01/2023  
10F DBP Building, Sen. Gil J. Puyat Ave., Makati City

Software Maintenance Agreement with Aptean Iberica, SL

