



**CONTRACT OF SERVICE**

**KNOW ALL MEN BY THESE PRESENTS:**

JUN 15 2016 This Contract, made and entered into in Quezon City, Metro Manila, this \_\_\_\_ day of \_\_\_\_\_ 2016 by and between:

**HOUSING AND LAND USE REGULATORY BOARD (HLURB)**, a government agency duly created, organized and existing under Philippine Laws with office’s address at Sunnymede IT Center, 1614 Quezon Ave., Brgy. South Triangle, Quezon City, represented herein by its Commissioner and Chief Executive Officer, **ATTY. ANTONIO M. BERNARDO**, hereinafter referred to as the “**HLURB**”;

-and-

**CONVERGE INFORMATION AND COMMUNICATIONS TECHNOLOGY SOLUTIONS INC.**, a corporation duly organized and operating under the laws of the Philippines, with its office address at Reliance Center Annex 1, #99 E. Rodriguez Jr. Avenue, Bo. Ugong, Pasig City, and at Ground Floor Newstreet Mac Arthur Highway, Balibago, Angeles City, Pampanga, represented herein by its Business Development Head of Metro Manila, **CECIL S. GARCIA**, herein referred to as “**CONVERGE ICT SOLUTIONS INC.**”;

**WITNESSETH THAT:**

**WHEREAS, HLURB** is in need of services of an Internet Service Provider for its various internet and other connection requirements;

**WHEREAS, CONVERGE ICT SOLUTIONS INC.** via fiber optic transmission network, provides access to the internet with its multiple high speed gateway capability, and is willing to provide the internet and communication service requirements of **HLURB**;

**NOW, THEREFORE**, for and in consideration of the foregoing premises and the terms and conditions hereto set forth, the parties hereby agree as follows:

**ARTICLE I  
OBJECTIVE**

**CONVERGE ICT SOLUTIONS INC.** shall provide the **HLURB** with the fiber optic interconnection necessary for the **HLURB** to gain access to the Internet.

**ARTICLE II  
RIGHTS AND RESPONSIBILITIES OF CONVERGE ICT SOLUTIONS INC.**

**CONVERGE ICT SOLUTIONS INC.** shall provide the access to computer systems and information stored within the network hub in a manner it deemed appropriate subject to consultation with the **HLURB**.

Thus, it will deliver to **HLURB** the following services:

- a) Dedicated Internet Service with Committed Internet Relay (CIR) of 12 Mbps terminated with a fiber optic connection;
- b) /29 IP Address with 6 usable;
- c) 200MB Web Space, 100 E-mail Accounts with 5Gbps E-mail;
- d) Internet bandwidth utilization via web;
- e) 24 X 7 Technical Support;
- f) Advance notice of any scheduled maintenance hours;
- g) Redundant routes of Internet access via its multiple gateway facilities (refer to ANNEX "A" Network Diagram")
- h) Install the following termination equipment at HLURB office:
  - h.i) Media Converter / CPE / Modem; and
  - h.ii) Fiber Optic Cable
- i) In cases of Internet Service Interruptions (please see reference below), **HLURB** shall be entitled to credit in the amount commensurate to the length of such interruption. This however does not apply in case of force majeure.

Length of Interruption	Credit
Less than 30 minutes	None
31 – 179 minutes	1/10 day
180 – 389 minutes	1/5 day
390 – 539 minutes	2/5 day
540 – 719 minutes	3/5 day
720 – 899 minutes	4/5 day
900 – 1440 minutes	One day

Unreported downtime to **CONVERGE ICT SOLUTIONS INC.** shall not be given credit. Credit shall start from the time of reporting up to the time the problem is fixed by **CONVERGE ICT SOLUTIONS INC.**

**HLURB** Credits must be deducted from the succeeding month's charges, following the procedure below:

- Within five (5) business days upon resolution of the problem and closure of the Trouble Ticket, HLURB must contact **CONVERGE ICT SOLUTIONS INC.**'s assigned Account Manager, via email or written notice, or request a service rebate (HLURB credit) using the issued Trouble Ticket as reference.
- HLURB must provide relevant details such as: **HLURB** representative's name and contact information, date and time service interruption was reported to Service Provider's Helpdesk, and date and time service was restored.

In the event that accumulated **HLURB** credits exceed fifty percent (50%) of **HLURB**'s total annual charges, **HLURB** shall have the option to cancel the contract at any time without penalty.

The following service unavailability or service disruptions shall not constitute downtime or cause computation of **HLURB** Credits.

- a) Suspension of Service as a result of the following:
  - a.1 **HLURB** is in breach, non-compliance, or is in violation of any of the provisions in the Agreement during a Service Outage;
  - a.2 **HLURB** non-payment or dues that remains unpaid for more than one hundred twenty (120) days;
  - a.3 When service is being modified/ upgraded per **HLURB** request; and
  - a.4 When service is under maintenance repair provided that the prior notice of scheduled maintenance has been given to the HLURB.
- b) Downtime due to security breaches including, but not limited to, denial of service attacks, network floods, hacking or other security lapses (e.g. computer virus attacks from external sources via Internet) on **HLURB**'s systems, equipment and network, and mail "bombs" or mail "spamming" (unsolicited e-mails) on the Subscriber's servers.
- c) Downtimes caused by fortuitous events and/or force majeure;
- d) Inability of a Service Provider's technical staff to gain access after following protocols to **HLURB**'s systems and/or premises for purposes of fault rectification;

On the other hand, **HLURB** will be responsible for the following:

- a) Configuration of its internal equipment for access to the internet;
- b) Provision of routers and other equipment required to interconnect its computers to **CONVERGE ICT SOLUTIONS INC.** Internet Service.
- c) Designation of a point person who will be official contact of **CONVERGE ICT SOLUTIONS INC.** for the Internet Service;
- d) Caring of **CONVERGE ICT SOLUTIONS INC.**'s equipment and facilities;
- e) Observance of rules on Internet usage.

### ARTICLE III FEES

- 1. In consideration of the Network Services to be rendered by **CONVERGE ICT SOLUTIONS INC.** as provided in Article II thereof, HLURB shall pay the following fees, which are inclusive of Value Added Tax (VAT):

<b>TOTAL SUBSCRIPTION FOR SEVEN (7) MONTHS (Two Hundred Seventeen Thousand Pesos Only)</b>	<b>Php217,000.00</b>
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or

**Thirty-One Thousand Pesos (Php31,000.00) a month for Seven (7) months.**

- 2. The Monthly Subscription Fee shall be due and payable within Thirty (30) days from the receipt of the monthly Statement of Account.