

**CONTRACT FOR THE PROVISION OF
DEDICATED INTERNET FOR PAROLE AND PROBATION ADMINISTRATION**

KNOW ALL MEN BY THESE PRESENTS:

This **Contract** made and entered into by and between:

WIFICITY, INC., a corporation duly organized and existing under Philippine Laws, with principal office at Unit 3902 Discovery Center, No. 25 ADB Ave., Ortigas Center, Pasig City, Philippines, represented herein by its duly authorized Vice President for Sales and Marketing, **MS. KIMBERLY JOY S. TANEDO**, and hereinafter referred to as "**WIFICITY**";

-and-

PAROLE AND PROBATION ADMINISTRATION, with office address at DOJ Agencies Building, Nia Road corner East Avenue, Diliman, Quezon City Philippines, represented herein by its duly authorized Administrator **MR. MANUEL G. CO CESO I** and hereinafter referred to as "**PAROLE AND PROBATION ADMINISTRATION**".

WITNESSETH:

WHEREAS, **PAROLE AND PROBATION ADMINISTRATION** has existing requirements for Dedicated Internet Access service using fiber optic connection with low latency and fewer potential points failure for its office;

WHEREAS, **WIFICITY** is an entity authorized by the National Telecommunications Commission (NTC) to render value added telecommunications services among this is the DIA service;

WHEREAS, **WIFICITY** offered to provide Dedicated Internet Access service (hereafter, "DIA") with fiber optic connection with low latency and fewer potential points failure and **PAROLE AND PROBATION ADMINISTRATION** accepts the offer of **WIFICITY** for the supply, delivery, and installation of the DIA, subject to the terms and conditions found in this Contract.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants, stipulations and terms herein contained, **PAROLE AND PROBATION ADMINISTRATION** and **WIFICITY** have agreed as they do hereby agree in this contract as follows:

1. SCOPE OF WORK

1.1 **WIFICITY** shall provide Dedicated Internet Access (DIA) Service Subscription with the specifications in Annexes A and B.

1.2 **WIFICITY** shall provide 24/7 technical support to **PAROLE AND PROBATION ADMINISTRATION** in connection with the DIA service.

1.3 **WIFICITY** shall provide **PAROLE AND PROBATION ADMINISTRATION** with access to bandwidth monitoring systems to ensure compliance with the agreed specifications of this Contract.

1.4 **WIFICITY** shall guarantee Internet access one is to one (1:1) ratio symmetrical.

1.5 **WIFICITY** shall install the DIA service within thirty (30) days upon receipt of the Notice to Proceed from **PAROLE AND PROBATION ADMINISTRATION**.

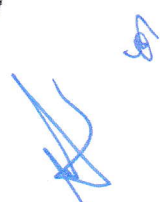
1.6 **PAROLE AND PROBATION ADMINISTRATION** may upgrade the service at any time by giving advance written notice of thirty (30) working days to **WIFICITY**.

CERTIFIED COPY


MARISSA N. ASERION
Administrative Officer V







2. **CONTRACT TERM.** WIFICITY shall provide the DIA service for a period of twelve (12) months starting from the date that the service is fully installed and delivered to PAROLE AND PROBATION ADMINISTRATION.

In case of upgrades, downgrades, or transfer of service, the contract term will be extended for another twelve (12) months starting from the date that the change is fully installed and delivered to PAROLE AND PROBATION ADMINISTRATION. Upon expiration, PAROLE AND PROBATION ADMINISTRATION may continue the DIA service on a monthly basis or may provide a written notice of non-renewal of the DIA service thirty (30) days prior to the expiration of the Contract.

PAROLE AND PROBATION ADMINISTRATION shall confirm through an Acceptance Form to be provided by WIFICITY, its acceptance of the system and services within seven (7) days from the date of WIFICITY's notification of the turnover of the system and services to the former.

3. **CONTRACT PRICE.** In consideration of the DIA service to be provided by WIFICITY, the total contract price for this Contract is THREE HUNDRED SIXTY THOUSAND PESOS (Php 360,000.00), inclusive of 12% Value Added Taxes, details of which are as follows:

Monthly rate for DIA	Php 30,000.00
DIA service for twelve (12) months	Php 360,000.00
One-time connection fee	Php 15,000.00 (WAIVED)
Net Contract Amount	Php 360,000.00

4. WIFICITY, INC. shall initiate installation activities only upon receipt of the following:

4.0 NOTICE OF AWARD

5. **PAYMENT DUE DATE.** WIFICITY shall provide an advance invoice at the start of each usage month and client agrees to pay no later than the indicated payment due date; otherwise the two (2) percent interest charge per month shall be applied to late payments. If PAROLE AND PROBATION ADMINISTRATION fails to pay the monthly recurring charges within 120 days upon receipt of the invoice, nonpayment of accounts due may cause suspension or temporary disconnection of service. On the other hand, restoration of service shall likewise be done within 24 hours from the receipt of the total amount due to WIFICITY.

For the occurrence of faults, WIFICITY shall grant the customer rebates in the payment of its monthly recurring charges. Details of this policy are attached as Annex "A".

6. **SEVERABILITY CLAUSE.** If any provision of this Contract is rendered or declared void or illegal by reason of any existing or subsequently enacted legislation or final decree of any court, WIFICITY and the PAROLE AND PROBATION ADMINISTRATION shall promptly negotiate for substitute provisions, provided that all other provisions of this Contract which are not declared void or illegal shall remain in full force and effect.

PAROLE & PROBATION ADMINISTRATION

By:

MR. MANUEL G. CO, CESO I

Administrator

WIFICITY, INC.

By:

MS. KIMBERLY JOY S. TANEDO

Vice President for Sales and Marketing

Signed in the Presence of:

MR. MERVIN ESTALANI

Sales Head - Corporate Sales

CERTIFIED COPY

MARISSA M. ABERON
Administrative Officer V

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
PASIG CITY METRO MANILA) S.S.

APR 25 2017

BEFORE ME, a Notary Public in and for Pasig City, Metro Manila, Philippines, this _____ day of _____ 2017, personally appeared the following:

Name

TIN No.

MR. MANUEL G. CO

128-045-830

- and -

KIMBERLY JOY S. TANEDO

210-704-108-000

KNOWN TO ME and to me known to be the same persons who executed the foregoing Contract, and they acknowledged to me that the same is their free and voluntary act and deed as well as the free and voluntary act and deed of the corporations they respectively represent.

This instrument relates to Dedicated Internet Access (DIA) Service Contract and consists of eight (8) pages including the annex and the page whereon the acknowledgment is written.

IN WITNESS WHEREOF, I have hereunto affixed my signature and notarial seal on the date and place first herein above written.

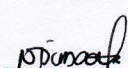
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Page No. 8
Book No. 90
Series of 207

NOTARY PUBLIC


ATTY. JOSE M. DULNUAN
NOTARY PUBLIC
FOR THE CITY OF MANDALUYONG
Until December 31, 2017
COMMISSION NO. 458-16
IBP LIFETIME NO. 0995268 // IFUGAO
PTR NO. 69252527, 1-3-17, Calinta, Rizal
ROLL NO. 26304
MCLE COMP. NO. V-0022171, 6⁶15⁵16⁶
VALID UNTIL 04-14-2019
D22-AB-GHMENTVILLE II, D.M. GUEVARA ST.
MAUWAY, MANDALUYONG CITY
TEL 532-8858, 5334664
email: jdgulnuan@gmail.com

F U N D S A V A I L A B L E

Amount : ₱ 240,000 -
Object : ₱ 20,000.00
COA No. : 2-101-101-17-00-240


NOR-AIN D. DIMACUTA
Chief Accountant

CERTIFIED COPY


MARISSA M. ASERION
Administrative Officer V

Annex A

WIFICITY will provide **PAROLE AND PROBATION ADMINISTRATION** with the following:

Specifications	MRC (PHP)	Total Contract Price
Service: 15 Mbps CIR Dedicated Internet Via Metro Ethernet. (Default/28, 13 Usable, 1 Static) Location: PAROLE AND PROBATION ADMINISTRATION DOJ AGENCIES BUILDING, NIA ROAD COR. EAST AVENUE, DILIMAN, QC Term: Twelve (12) Months	30,000.00	360,000.00

Note: Prices are inclusive of 12% Value Added Tax

- Nothing Follows -

Annex B

SERVICE LEVEL AGREEMENT (SLA)

WIFICITY, INC., ("WIFICITY") introduces this Service Level Agreement (SLA) as part of our commitment to **PAROLE AND PROBATION ADMINISTRATION**. WIFICITY commits to act immediately should our Service fall below the high standards we have set. Compensation will be given to **PAROLE AND PROBATION ADMINISTRATION** should our service levels fall below these standards.

1. NETWORK AVAILABILITY KPI (Key Performance Indicator)

- 1.1. WIFICITY endeavors maintain the Network Availability of **99.5%** each calendar month, including the international local loop provided by an international TELCO (in case of IPL's) who only endeavors to maintain Network Availability of **99.5%** each calendar month. **PAROLE AND PROBATION ADMINISTRATION** is entitled to a Rebate in the event WIFICITY fails to meet of the Network Availability KPI on the Internet Access and Philippine Local Loop.
- 1.2. WIFICITY shall provide **PAROLE AND PROBATION ADMINISTRATION** web based access to usage and traffic utilization (MRTG).
- 1.3. WIFICITY commits to provide client within **four (4) hours Mean Time to restore** per occurrence of Network Outage.
- 1.4. **Mean Time to Restore:** Measured as a monthly average of the time from inception of trouble ticket until outage is repaired to customer satisfaction as follows:

Total Outage Time (in Hours)

Total Number of Trouble Tickets

2. REBATES

- 2.1. The National Telecommunication (NTC) allows a 24-hour period in which to resolve Network Outages or Service Interruptions that the user reports without the grant of Rebate(s). However, WIFICITY endeavors to exceed NTC standards by granting Rebate(s) for outages based on the Rebate Schedule below. Note that the service is considered restored if no complaint is received in **twenty-four (24) hours**.

2.2. **PAROLE AND PROBATION ADMINISTRATION** shall be entitled to a Rebate if **WIFICITY** fails to maintain Network Availability of **99.5%** in a calendar month measured by the accumulation of monthly Network Outages. For the purposes of the rebate computation, one (1) month is equivalent to thirty (30) days. Rebate(s) will not be granted in cases where the interruption is directly attributable to the equipment supplied or installed by **PAROLE AND PROBATION ADMINISTRATION**, or other factor(s) which is beyond **WIFICITY**'s control or which are not attributable to **WIFICITY**'s fault or negligence.

2.3. **WIFICITY** shall apply the following schedule of Rebate per length of interruption should failure of services occur for causes other than what is stipulated in the above paragraph. The Rebate(s) will be credited to the succeeding month's Invoice after the reported outage, based on the following schedule:

Table I. Schedule of Rebates as Percentages of MRC

Length of Interruption	Credit (days)
4 hours and below (within SLA)	0
more than 4 hours but less than 7 hours	1/10
more than 7 hours but less than 10 hours	1/5
more than 10 hours but less than 13 hours	2/5
more than 13 hours but less than 16 hours	3/5
more than 16 hours but less than 19 hours	4/5
more than 19 hours up to 24 hours	1

2.4. All inquiries concerning the Rebate(s) shall be made to **WIFICITY** within **fifteen (15) calendar days** of receipt of the relevant Invoice. Otherwise the Invoice shall be deemed to have been accepted by **PAROLE AND PROBATION ADMINISTRATION** as acceptable and correct.

2.5. **PAROLE AND PROBATION ADMINISTRATION** shall not assign or transfer its entitlement to the Rebate(s) without the prior written consent of **WIFICITY**

3. REPORTING

3.1. In order to receive a Rebate under this SLA, **PAROLE AND PROBATION ADMINISTRATION** must do the following:

- Report the Network Outage to **WIFICITY**'s Network Operations Center (NOC) by calling (632) 687-2849 to 51 and opening a Trouble Ticket within **twenty-four (24) hours** of the occurrence and,
- Make a request, in writing, for a Rebate from **WIFICITY** within **seven (7) days** of opening the Trouble Ticket. **PAROLE AND PROBATION ADMINISTRATION** must document the following information when requesting the Rebate: the Trouble Ticket number, the time the Trouble Ticket was opened and closed, Circuit ID and IP address for each of the Circuits that experienced the Network Outage.

3.2. The contact details for escalation of faults are as follows:

Table II: Escalation Procedure

Escalation Level	Name and Title
Level I	NOC (Network Operations Center) On-shift Support
Call customer service and request for trouble ticket	Technical Support Engineer E-mail: support@wificity.com.ph Phone Numbers: +632 687-2849 to 51 Mobile No.: +63 917-880-2797
Level II	Joel Diamante
Call Network Supervisor if	Manager - Network Operations Center Email: jdiamante@wificity.com.ph

problem is still not resolved 30 minutes after trouble ticket generation.	Phone Numbers: +632 687-2849 to 51 Mobile Numbers: +63 917-857-2392
Level III Call Technical Head if problem is still not resolved 2 hours after trouble ticket generation.	Dan Sweeney Head – Network Backbone E-mail: dsweeney@wificity.com.ph Phone Numbers: +632 687-2849 to 51 Mobile No.: 0939-926-7364

3.3. **WIFICITY** commits to respond to **PAROLE AND PROBATION ADMINISTRATION's** report of Network Outage **within thirty (30) minutes** over the phone and **within four (4) Hours** for field personnel to arrive at **PAROLE AND PROBATION ADMINISTRATION** premises, provided that the outage is attributable to **WIFICITY's** fault or control.

3.4. Network Outage shall end upon the restoration of the Service by **WIFICITY** to **PAROLE AND PROBATION ADMINISTRATION**.

4. EXCLUSIONS

4.1. Fault or interruption of the Service will not be regarded as the Network Outage if caused by any of the following events:

- (a) Planned Outages for which a reasonable notice has been given to **PAROLE AND PROBATION ADMINISTRATION**. **PAROLE AND PROBATION ADMINISTRATION** shall be informed at least **twenty (24) hours** in advance of any scheduled maintenance, except where the maintenance is performed during the regular maintenance window;
- (b) Interruptions of Service agreed by **PAROLE AND PROBATION ADMINISTRATION** and **WIFICITY**;
- (c) Fault reported by **PAROLE AND PROBATION ADMINISTRATION** but not confirmed by **WIFICITY** as a fault condition;
- (d) Intermittent outages which last one minute or less per individual occurrence;
- (e) Weather constraints which include but are not limited to thunderstorms, monsoons, black rains storms, typhoon warnings, and any other weather conditions which may affect the safety of **WIFICITY's** staff carrying out the repair or restoration duties;
- (f) Outages caused by **PAROLE AND PROBATION ADMINISTRATION's** internal network or equipment;
- (g) Power failures at **PAROLE AND PROBATION ADMINISTRATION's** premises;
- (h) Removal of telecommunication services within premises of **PAROLE AND PROBATION ADMINISTRATION**;
- (i) Inaccessibility of **PAROLE AND PROBATION ADMINISTRATION's** premises or equipment;
- (j) **PAROLE AND PROBATION ADMINISTRATION's** failure or refusal to release the Service for maintenance;
- (k) Temporary installations;
- (l) Non-payment of any Monthly Recurring Rate or other amounts owed by **PAROLE AND PROBATION ADMINISTRATION** to **WIFICITY**;
- (m) Failure to contact **PAROLE AND PROBATION ADMINISTRATION** due to inaccurate information supplied by **PAROLE AND PROBATION ADMINISTRATION**;
- (n) Delays caused by the international local loop provider;
- (o) Technical difficulties or limitations beyond the reasonable control of **WIFICITY**;
- (p) Occurrence of a Force Majeure event; and /or
- (q) Any suspension of Service in accordance with the terms and conditions governing the provision of Service;

5. LIMITATION OF LIABILITY

- 5.1. **WIFICITY's** maximum liability under **SECTION 2: REBATES** shall in no event exceed the Monthly Recurring Charge (MRC).
- 5.2. Without limiting the exclusions or limitations of liability in the terms and conditions governing the provision of service, **WIFICITY** shall not be liable to **PAROLE AND PROBATION ADMINISTRATION** or to any third party for any loss or damage resulting from or in connection with any failure to meet any of the KPIs, and the deduction of the Rebate(s) from the MRC is the sole and exclusive remedy of **PAROLE AND PROBATION ADMINISTRATION** against **WIFICITY** for not meeting the Network Availability KPI.
- 5.3. In any event, neither **WIFICITY** nor **PAROLE AND PROBATION ADMINISTRATION** shall be liable to the other for any indirect, special, consequential, collateral, incidental or punitive damages including but without limitation, loss of business, revenue, profit, data, contracts, anticipated savings or goodwill, claims of third parties and all associated and incidental costs and expenses, whether or not the relevant party should have been aware of the possibility that such damage and losses could occur from any cause.
- 5.4. Notwithstanding anything contained in this SLA and to the extent permitted by law, **WIFICITY's** liability under this SLA or for or in relation to the performance of the Service or otherwise, whether in contract or tort, is limited to the aggregate amount of fees paid by **PAROLE AND PROBATION ADMINISTRATION** to **WIFICITY** for the provision of Service, for all liability arising out of or in connection with this SLA or the provision of Service.

6. TERMINATION

- 6.1. Either party may terminate the Service by providing the other party with not less than **thirty (30) days** prior written notice of termination if there is any breach by the other party of any provision of this Service Agreement.
- 6.2. In the event of termination, **PAROLE AND PROBATION ADMINISTRATION** shall immediately pay all unpaid charges up to the effective date of termination.
- 6.3. If **PAROLE AND PROBATION ADMINISTRATION** terminates the Service prior to the end of the contract term, **without** breach by **WIFICITY** of any of the provisions of this Service Agreement, **PAROLE AND PROBATION ADMINISTRATION** shall be liable for the Pre-Termination Charge equivalent to the MRC multiplied by the unexpired months of the contract.
- 6.4. If **PAROLE AND PROBATION ADMINISTRATION** terminates the Service prior to the end of the contract term due to a breach by **WIFICITY** of any of the provisions of this Service Agreement, **PAROLE AND PROBATION ADMINISTRATION** shall not be liable for the Pre-Termination Charge provided herein.
- 6.5. If **WIFICITY** terminates the Service prior to the end of the Contract Term due to **PAROLE AND PROBATION ADMINISTRATION's** breach of the provisions of this Service Agreement, or if it becomes impossible for **WIFICITY** to continuously provide the Service within the Term of this Agreement due to acts attributable to **PAROLE AND PROBATION ADMINISTRATION**, **PAROLE AND PROBATION ADMINISTRATION** shall be liable to pay **WIFICITY** a Pre-termination Charge equivalent to the MRC multiplied by the unexpired months of the contract.
- 6.6. The contract term for the proposed Service shall be for **twelve (12) months** based on the Acceptance Date. Contract term shall be automatically renewed for the same period unless the Customer sends a written notice of termination at least thirty (30) days prior to expiration of the initial contract term, or renewed contract term, as the case may be. Any upgrades, downgrades, or transfer of circuit shall be subject to auto renewal for the same initial period.



7. DEFINITIONS

7.1. Unless the context otherwise require, the following words shall have the meanings given to them in this paragraph:

- (a) **Force Majeure** means anything outside the reasonable control of the party affected including, but not limited to, acts of God, industrial disputes of any kind, war declared or undeclared, blockade, disturbance, any natural disaster such as lightning, fire, earthquake, typhoon, storm, flood, explosion or meteor, or by law or any power lawfully exercised by a government agency, any change in any applicable law, inability or delay in granting or obtaining governmental or other approvals, consents, permits, licenses or authorities, or any telecommunication outage or degradation.
- (b) **One Time Connection Fee** means the set-up fee payable by **PAROLE AND PROBATION ADMINISTRATION** to **WIFICITY** in respect of the Service less any discount, where applicable, given by **WIFICITY** to **PAROLE AND PROBATION ADMINISTRATION**.
- (c) **Monthly Recurring Charge** means the periodical charges payable by **PAROLE AND PROBATION ADMINISTRATION** to **WIFICITY** in respect of the Service less any discount or Rebate(s), given by **WIFICITY** to **PAROLE AND PROBATION ADMINISTRATION**, where applicable.
- (d) **Network Outage** means an occurrence of service breakdown reported by **PAROLE AND PROBATION ADMINISTRATION** and verified by **WIFICITY**.
- (e) **Network Availability** means the level of Service **WIFICITY** provides each calendar month, calculated as follows:
$$\frac{(\text{No. of minutes in a calendar month} - \text{No. of minutes of Network Outages}) \times 100\%}{\text{Number of minutes in a calendar month}}$$
- (f) **Service** means the Service subscribed by **PAROLE AND PROBATION ADMINISTRATION** based on the following signed Proposal, Service Application/Acceptance Form, or Contract, if applicable.
- (g) **Rebate** means a deduction of a certain sum calculated in accordance with **SECTION 2** as applicable.

CERTIFIED COPY


MARISSA M. ABENON
Administrative Officer V