

**SERVICE AGREEMENT**  
(Data Service Terms and Condition)

**KNOW ALL MEN BY THESE PRESENTS:**

This Service Agreement is entered into this between: into this \_\_\_\_\_ day of 2023 in by and between:

**SKY CABLE CORPORATION**, a corporation duly organized and existing under the laws of the Philippines with office address at the 6th Floor ELJ Communications Center, Mother Ignacia St. Quezon City, represented herein by its Business Unit Head, Kent Kelly P. Miag-Ao, and acting through its SKYBIZ Unit, hereinafter referred to as "**SKYBIZ**";

- and -

**DEPARTMENT OF ENERGY**, a government agency duly organized and existing under the laws of the Philippines with office address at energy Center, Rizal Drive, Bonifacio Global City, Taguig City, represented herein by its Undersecretary Felix William B. Fuentesbella hereinafter referred to as the "**Customer**"

**SKYBIZ** and **Customer** are hereinafter collectively referred to as "PARTIES" and individually as "PARTY".

WITNESSETH: That

WHEREAS, **SKYBIZ** is engaged in the business of providing premium access to the global internet and advance information technology infrastructure services for businesses such as co-location, premium business email, web, and application hosting, connectivity, application solutions, VoIP, business continuity, disaster recovery, managed service and other service offerings (the "Services").

WHEREAS, Customer is desirous of availing the Services specified in Attachment II hereof and SKYBIZ has agreed to provide the Services to Customer, and the terms and conditions in this Agreement.

**NOW, THEREFORE**, for in consideration of the mutual agreements herein set forth, the parties hereby agree as follows:

**1. Definition of Terms**

The following words will have these meanings in this Agreement unless the context is otherwise specified:

- 1.1 Agreement - the completed Data Service Application Form (and attachment/s) and terms and conditions stated herein including its attachments.
- 1.2 Account - a single billing entity, comprising all services provided by SKYBIZ to the Customer, which may be an individual account or a corporate account.
- 1.3 Services - means access to the global Internet, transit of material through the facilitating network of telecommunication and any subsidiary internet-based technologies, and advance information technology infrastructure services for businesses such as co-location, premium business email, web, and application hosting, connectivity, application solutions, VoIP, business continuity, disaster recovery, managed services and other service offerings provided from time to time by SKYBIZ.
- 1.4 Customer - any individual, organization, institution, agency and corporation, which entered into this Agreement and expressed interest of availing these Services.



- 1.5 SKYBIZ- refers to the Corporate/ Business unit of SKY Cable Corporation that renders the Services.

## 2. Services

- 2.1 SKYBIZ shall provide access to the global Internet, transit of material through the facilitating network of telecommunication, and any subsidiary Internet based technologies, and advance information technology infrastructure services for businesses such as co-location, premium business email, web, and application hosting, connectivity, application solutions, VoIP, business continuity, disaster recovery, managed services and other service offerings, subject to these general terms and conditions and the specific provisions contained in the Service Level Agreement (SLA) in Attachment I applicable thereto.
- 2.2 The obligation of SKYBIZ to deliver the Services shall arise only after the occurrence of the following events:
- a. completion by Customer of any installation, set-up, connection and/or modification of its equipment, as may be required under the Co-location Provisions, attached hereto as Schedule 1- (for Co-Location Only);
  - b. completion by SKYBIZ of any test or connection that may be required by the services; and
  - c. payment by Customer of the initial fees provided under Section 7.2 hereof.
- 2.3 Customer hereby acknowledges and agrees that the provision of the Services may change due to any limitations, restrictions or new regulations that may be issued or promulgated by governmental bodies or agencies.

## 3. General Policy

- 3.1 Use of SKYBIZ systems, networks, or materials for advertising or promotion of a product of service without the express, written consent of SKYBIZ is prohibited. SKYBIZ reserves the right to restrict/deny and/or change for any use of SKYBIZ systems and/or SKYBIZ networks which, in SKYBIZ sole discretion is beyond the regular bounds of space, bandwidth or frequency. Some of the materials available on the Internet may be consider profane, pornographic, obscene and/or illegal. Such be the case, the Customer is solely held responsible for its own discretionary judgment in accessing, viewing, reading obtaining and/or using such materials.
- 3.2 The Customer hereby agrees that any material submitted for publication entered into SKYBIZ Systems by the Customer's Account does not violate or infringe upon any copyright, trademark, patent, statutory, common law or proprietary rights of others or contain anything obscene or libelous and is not conflict or competition with SKYBIZ or any SKYBIZ affiliates.
- 3.3 SKYBIZ reserves the right to disconnect or deactivate the equipment or software of any Customer anytime without any prior notice, in situations where the subject equipment or software is directly interfering with SKYBIZ capability to provide services. The Customer must, at all times, comply with SKYBIZ requirements under Section 5 hereof, as well as the mode of access to and/or use of the Services.
- 3.4 SKYBIZ reserves the right to withhold the release of a Customer's information to another Customer or to any person or entity. All



applications shall be treated with confidentiality, except where the prior written consent of the Customer is obtained or when such information is required to be disclosed pursuant to any applicable law or legal process or inquiry issued by any government body or court of law.

3.5 Customer acknowledges that the Services provided by SKYBIZ is of such a nature that the service can be interrupted for many reasons other than the negligence of the company, and that damages resulting from any interruption of service are difficult to ascertain. Therefore, Customer agrees that SKYBIZ shall not be liable for any damages arising from such causes beyond the direct and exclusive control of SKYBIZ. Customer further acknowledges that the SKYBIZ's liability for its own negligence may not in any event exceed an amount equivalent to charges payable by Customer for services during the period damages occurred. In no event shall the SKYBIZ be liable for any special or consequential damages, loss or injury. The SKYBIZ, at its sole discretion may decide whether or not credit is due for any loss of Service.

3.6 Customer agrees that SKYBIZ may immediately terminate any account which it believes, in its sole discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk email. In addition, if actual damages cannot be reasonably calculated then Customer agrees to pay SKYBIZ liquidated damages of Sixty Pesos (PhP60.00) for each piece of spam or unsolicited bulk email transmitted from or otherwise connected with Customer account, otherwise Customer agree to pay SKYBIZ's actual damages. Customer acknowledges it has read and understood the terms and conditions of SKYBIZ's Anti-Spam Policy under Section 3.7 hereof. Such terms and conditions are applicable for the use of all SKYBIZ's Software and Services. These terms are likewise incorporated in this agreement.

3.7 SKYBIZ's Anti-Spam Policy: Harassment in all forms thru the Internet, sending Unsolicited Commercial Email (UCE), Unsolicited Bulk Email (UBE) or Unsolicited Facsimiles (Fax), including the sending of "Junk Mail" or other advertising materials to individuals who did not specifically request such material or so-called "Email Spam" is explicitly prohibited unless the recipient requested it. Malicious emails, chain letters or pyramid schemes, whether the recipient requested it or not, are prohibited. Unauthorized use of subscriber or user account, whether company or individual, to retrieve messages and misuse or forging of mail header information are also prohibited. SKYBIZ also prohibits the following: (a.) Use of unsolicited email originated from the company or other companies connected in their behalf. (b.) Willful failure to secure open SMTP ports so as to prevent the authorized use of Customer resources for the purpose of sending unsolicited email by third party. (c.) Sending or receiving messages and/or information, which is offensive on moral, religious, racial, or political grounds or of an abusive, indecent, obscene, or menacing nature. (d.) Harassment, whether through language, frequency, or size of messages, is prohibited. (e.) Distributing viruses, spywares, trojans, and/or worms to or from the SKYBIZ network is strictly prohibited. (f.) Using a company or a Customer account to collect replies to messages sent from another provider. Unauthorized use or forging of mail header information is likewise prohibited.

3.8 SKYBIZ reserves the right to revise the terms and conditions aforementioned at any time upon a 15-day notice to the Customer in such forms as determined by SKYBIZ.

#### 4. Customer Representations and Warranties

4.1 Customer hereby represents and warrants that it has the right, power and authority, and has taken all actions necessary, to execute, deliver and exercise its rights and perform its obligations under this Agreement,



including but not limited to, having obtained the necessary board approval for the execution of this Agreement.

- 4.2 Customer hereby warrants that it is, and shall continue to be, the legal and beneficial owner of or has, and will continue to have, the legal right to use the equipment, lines, accessories and/or properties involved in the Services for the duration of the Term. Customer further warrants that such equipment, lines, accessories and/or properties are free from any lien or encumbrance.
- 4.3 Neither the execution of this Agreement nor the performance or fulfillment of Customer's obligations herein conflicts or will conflict with any agreement or arrangement to which the Customer is a party of or by which Customer is bound. Customer hereby warrants that it is not, and will not be, in contravention of any law or administrative or government regulation does its use of the Equipment infringe on any intellectual property rights of any third party.
- 4.4 Customer expressly warrants that it shall not use the Services for any unlawful or immoral purposes or for any other purpose contrary to public policy or that will impair the purposes of the Services.

## **5. Customer's Responsibilities**

The Customer shall have the following responsibilities for the proper installation, operation and maintenance of the service requested:

- 5.1 For Microwave Radio and VSAT installations, electrical, civil works and tower constructions (If applicable) are for the account of the Customer and must comply with engineering standards required by SKYBIZ.
- 5.2 Provide its own additional protection to its system against external attacks/hacks. In event of such occurrence, it is the Customer's responsibility to investigate the matter with the proper assistance of SKYBIZ or its affiliates and/or Subsidiaries.

## **6. Applicable Prices and Taxes**

- 6.1 Prices quoted are based on initial network design/configuration presented subject to change depending on the final network configuration determined during the actual survey. SKYBIZ shall inform Customer of any change in the network configuration and seek prior approval for any change in price from the original proposal as a result of the difference between the network design/configuration presented and the actual configuration.
- 6.2 Unless otherwise indicated, the prices quoted above are exclusive of the 12% Value Added Tax (VAT) and any future government taxes.
- 6.3 For Customers claiming tax exemptions, the necessary exemption certificates and/or documents shall be submitted prior to Installation of the service.
- 6.4 The prices provided for herein shall be valid for fifteen (15) days from the date of proposal.

## **7. Service Fees and Payment Terms**

- 7.1 In consideration of the Services, Customer shall pay to SKYBIZ without need of demand the service fees ("Service Fees") in the amount and on the date of ("Due Date") specified in the Essential Provisions hereof, attached hereto as Attachment II. The Service Fees shall be subject to the monthly compounded interest set forth in Attachment II in case payment is not made by Customer on Due Date. In the event payment is



made by Customer by way of dated check, payment shall be deemed received only when the amount of Service Fees has been credited to SKYBIZ's account.

7.2 Customer shall, upon execution of this Agreement, pay SKYBIZ the following amounts as initial fees:

7.2.1 Security Deposit in an amount equivalent to one (1) month's monthly recurring fee. The Security Deposit shall be applied to either the last month's monthly recurring fee before the expiration or termination the Service, or, in payment for any and/or all unpaid obligations of the Customer, including but not limited to unpaid bills, monthly recurring rate in arrears and other expenses or charges that Customer may owe SKYBIZ;

7.2.2 Advance Monthly Fee in an amount equivalent to one (1) month's monthly recurring fee. The Advance Payment shall be in payment of the first month of subscription to the Services; and

7.2.3 The Security Deposit and Advance Payment are set forth in Attachment II hereof. Both Security Deposit and Advance Payment shall reflect the current Service Fee or monthly recurring rate chargeable to the Customer. For this purpose, Customer shall, within five (5) days from notice by SKYBIZ, replenish or update, as the case may warrant, the Security Deposit and Advance Payment to the corresponding monthly recurring fee.

7.3 The Security Deposit and Advance Payment will be forfeited in favor of SKYBIZ in the event that:

7.3.1 Customer pre-terminates this Agreement without cause; or

7.3.2 SKYBIZ opts to exercise its right to terminate this Agreement under Section 8.8 hereof.

7.4 SKYBIZ shall provide the Customer with an Invoice or bill service for the applicable billing period covering the charges due from Customer for the Services provided by SKYBIZ using any media available such as but not limited to electronic mail, CD, printed bill sent through courier or mail.

The Invoice or bill service shall be deemed to be conclusive evidence of the amount due from Customer unless a written objection is received by SKYBIZ within five (5) days from receipt by Customer of the Invoice. Such objection, however, shall not preclude Customer from paying the amount due on the Invoice on its due date.

7.5 Upon receipt of the bill either through billing statement sent through either of the above means, payment must be remitted to SKYBIZ within the stipulated due date as indicated in the bill.

7.6 SKYBIZ shall charge a set of transfer fee amounting to three thousand pesos (Php3,000.00) per domain name for the transfer of domain name to another domain registrar under the managed Domain Registration.

## 8. Term and Termination

### 8.1 Contract Period

8.1.1 The contract term shall be for the period specified in the Essential Provisions hereof, attached hereto as Attachment II from the date of activation of each link.



## 8.2 Installation of Service

- 8.2.1 Installation and activation of service or link shall be 30 to 60 working days reckoned from the following:
- 8.2.1.1 Final comprehensive report;
  - 8.2.1.2 Signed proposal conforme;
  - 8.2.1.3 Signed and completely filled-up Application Form;
  - 8.2.1.4 Company profile (including Incorporator's Residence Address & Office);
  - 8.2.1.5 COR (BIR Form 2303) an / or VAT registration;
  - 8.2.1.6 Release of notice to proceed (NTP) upon credit approval;
  - 8.2.1.7 Initial fees are required before installation.

## 8.3 Acceptance of Service

- 8.3.1 Upon activation of the Service, SKYBIZ shall provide at least seven (7) days confidence test period. Billing for the Service shall commence after the said test period.
- 8.3.2 SKYBIZ shall turn over to the Customer for signing of the Endorsement of Property and Acceptance of Service.
- 8.3.3 Customer understands that the service provided in this agreement is just a Value-Added Service and is not subject to the delay of installation for the dedicated internet service and is not subject to the Service Level Agreement (SLA) in Attachment I.

## 8.4 Cancellation of Order

- 8.4.1 After installation works have been started but prior to acceptance of the service, the Customer shall pay 100% of the total contract value for the CPE (routers, multiplexers, radio equipment, special equipment and others) and 100% of the total contract value for the network service to compensate SKYBIZ for the cost it incurred in the installation works.
- 8.4.2 If the circuit is not accepted by the Customer after it has passed the BER or any other testing, the Customer shall pay the cancellation charges as follows:
- 8.4.1.1 Standard installation charges or actual installation expenses incurred (whichever is higher)
  - 8.4.1.2 Actual de-installation charges incurred
  - 8.4.1.3 Pre-Termination Charges under Section 8.5 hereof.

## 8.5 Pre-Termination of Contract / Disconnection of Service

- 8.5.1 Customer is required to submit a written notice at least one (1) month prior to the date of circuit termination or disconnection stating the reason/s for such request.
- 8.5.2 Pre-termination charge equivalent to 100% of the unrealized monthly revenue charges for the unexpired term will be imposed if pre-termination is done without cause.
- 8.5.3 Customer shall forfeit all the initial fees provided in Section 7.2 hereof.
- 8.5.4 In addition, a de-installation charge will be imposed amounting to the actual total expenses incurred.



8.5.5 Total pre-termination charge shall be computed as follows:  
Total Pre-termination Charge = No. of months remaining in the contract X Monthly Charge + actual expenses incurred in the recovery of equipment and facilities (De-installation cost)

**8.6 Downgrade of Service**

8.6.1 Customer is required to submit a written notice at least one (1) month prior to the date of circuit downgrade stating the reason/s for such request.

8.6.2 Downgrade charge equivalent to 100% of the unrealized monthly revenue charges for the unexpired term will be imposed if pre-termination is done without cause.

8.6.3 In addition, a de-installation charge will be imposed amounting to the actual total expenses incurred.

8.6.4 Total downgrade charge shall be computed as follows:  
Total Downgrade Charge = No. of months remaining in the contract x Monthly Charge + actual expenses incurred in the recovery of equipment and facilities (De-installation cost)

**8.7 Upgrade of Service**

8.7.1 Customer is required to submit a written notice at least one (1) month prior to the date of circuit upgrade stating the reason/s for such request.

8.7.2 A new formal proposal or quotation will be given to the Customer.

8.7.3 Customer must extend the contract term as specified in an amendment agreement from the date of upgrade of each link.

**8.8 Discontinuance of Service**

8.8.1 SKYBIZ shall have the option to either pre-terminate this Agreement or suspend the Services to Customer upon the occurrence of any of the following events, by service of three (3) days prior written notice to Customer:

8.8.1.1 Customer non-payment of overdue accounts involving other existing SKYBIZ services which, based on SKYBIZ 's records, are maintained or owned by or kept under the same Customer's name. Aside from the outstanding charges of the Customer due to SKYBIZ, applicable pre- termination charges shall be imposed.

8.8.1.2 Breach by Customer of any obligations under this agreement and its Schedules, including, without limitation, violation of the rules and regulations of SKYBIZ, or breach of its representations and warranties;

8.8.1.3 Non-payment of Service Fees for a period of more than Fifteen (15) days from the Due Date; or

8.8.1.4 Reasonable grounds to believe that Customer is using the Service for immoral or illegal purposes or is allowing a third party to use its services.

8.8.1.5 In addition to having the Service temporarily/permanently disconnected, there shall be a three percent (3%) compounded interest



penalty per month for accounts with 30 days past due.

8.8.2 Upon termination or expiration of the Term of this Agreement, Customer shall return to SKYBIZ, all access keys, security devices, routers, switches, and other properties of SKYBIZ issued to Customer during the course of this Agreement.

8.8.3 Within ten (10) days from termination or expiration of the Term of this Agreement (the "Removal Period"), Customer shall remove all of its equipment, lines, accessories and other properties which may be located in the premises of SKYBIZ, at Customer's expense. In the event that such equipment is not removed within the Removal Period, SKYBIZ shall have the right to remove, relocate, dispose or otherwise store such equipment or property, at Customer's expense. Removal or disposal shall be at SKYBIZ's discretion and need not be undertaken in a commercially reasonable fashion. The proceeds from the sale shall be applied to the outstanding balance of the Customer, if any.

#### **8.9 Reconnection of Service**

8.9.1 SKYBIZ shall charge a set of reconnection fee amounting to Five Thousand Pesos (Php5,000.00) per service or link for disconnected account. Further, all outstanding amounts due from the Customer shall all be demanded prior to reconnection. SKYBIZ shall effect reconnection three (3) to five (5) working days upon settlement of subject amounts.

#### **8.10 Relocation Service or Transfer of Service Location**

8.10.1 Customer is required to submit a written notice at least one (1) month prior to the date of circuit relocation stating the reason/s for such request.

8.10.2 Relocation charge or transfer of service location charge equivalent to 100% of the unrealized monthly revenue charges for the unexpired term will be imposed.

8.10.3 Total relocation charge shall be computed as follows:  
Total Relocation Charge = No. of months remaining in the contract x Monthly Charge

#### **9.0 Force Majeure**

9.1 SKYBIZ shall not have the liability whatsoever or be deemed to be in default for any delay or failure in the performance under this Agreement resulting from acts beyond its control, including without limitation acts of God, acts or regulations of any governmental or supranational authority, war or national emergency, accident, fire, lightning, riot, strikes lock-outs industrial disputes (whether or not involving SKYBIZ's employees) or epidemics.

#### **10.0 Disclaimer and Limitations on Liability**

10.1 To the extent permitted by law, SKYBIZ hereby disclaims and excludes any representation or warranty whether express or implied including, without limitation, warranties on the merchantability and fitness for a particular purpose, of the Service or the performance of its obligations under this Agreement.





- 10.2 Customer hereby holds SKYBIZ free and harmless from any claim, liability, or damage to Customer or third parties of whatever kind or character, whether direct or indirect, consequential, exemplary or special damages including but not limited to loss of opportunity, anticipated profits or other economic gain by reason of a power outage, interruption, suspension, termination or disconnection of the Services of SKYBIZ, whether or not SKYBIZ was made aware of the possibility of such loss or damage or should have been aware of the possibility.
- 10.3 Notwithstanding the immediately preceding Section, SKYBIZ's aggregate liability under this Agreement and the Services shall be limited to the total amount of Service Fees paid by Customer to SKYBIZ in that current billable year.

#### **11.0 Confidential Information**

- 11.1 Each party (the "Receiving Party") agrees to keep strictly confidential all data, information, and documents obtained from the other party (the "Disclosing Party") such as, but not limited to, the terms of this Agreement and the Schedules attached hereto, technical information and know how, and other information provided by the Disclosing Party to the Receiving Party during the course of the negotiations and performance of this Agreement, whether or not such is labeled as "confidential" or "proprietary" (the "Information").
- 11.2 Neither party may disclose the Information to any third party, or to any of its employees, agents, officers and representatives, except on a need-to-know basis, except upon written consent by the Disclosing Party, or pursuant to an applicable law or order from a competent court or regulatory body; provided, that in the event of a legally - mandated disclosure, the Receiving Party shall first inform the Disclosing Party in writing of such order or requirement at least three (3) days prior to the intended date of disclosure.
- 11.3 This obligation shall subsist until two (2) years from the termination of this Agreement.

#### **12.0 Data Privacy Compliance**

- 12.1 Any information or data containing Personal Information or Sensitive Personal Information, as defined under the Republic Act No. 10173 or the Data Privacy Act of 2012, shall be subject to the provisions of such law, its implementing rules and regulations and the relevant issuance of the National Privacy Commission of the Philippines, and other applicable laws, rules, or regulations.

#### **13.0 Arbitration Proceedings and Venue of Suit**

- 13.1 This Agreement shall be governed by and interpreted according to the laws of the Republic of the Philippines.
- 13.2 "Dispute" shall mean any and all controversies or claims arising out of or in connection with the interpretation or application of the provisions of this Agreement, including the breach, termination or invalidity thereof. It shall be deemed to exist upon the service of a written notice of dispute by one Party to this Agreement to the other Party, which notice shall: (i) be dated; (ii) be signed by the duly authorized representative of the Party serving the notice; (iii) shall specify nature and cause of the Dispute, with references to the Sections and Articles of this Agreement whenever possible; and (iv) contain an invitation to confer for the purpose of exploring amicable settlement in accordance with the immediately following section.



- 13.3 The Parties agree to use their best efforts to resolve, through negotiation in good faith, any and all Disputes. No Party shall commence any dispute settlement proceeding, whether judicial in nature or otherwise, in relation to any Dispute, unless it has first invited a senior officer of the other Party, or his authorized representative(s), to meet with its own senior officer or authorized representative(s) for the purpose of resolving the Dispute on mutually acceptable terms (the "Amicable Settlement").
- 13.4 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, in case of failure of amicable settlement, shall be settled by arbitration in accordance with the Philippine Dispute Resolution Center Inc. (PDRCI) Arbitration Rules as at present in force. The matter shall be referred to an arbitrator duly accredited by the PDRCI, and mutually appointed by the parties. Such arbitration shall be held in Quezon City, in the English language. Neither party shall be entitled to commence or maintain any action in court of law upon any matter in dispute until such matter shall have been submitted and decided by the Arbiter as herein provided and then only for the enforcement of the Arbiter's award; provided, however, that the parties hereto shall be permitted to seek temporary or preliminary equitable relief in a court pending the resolution of any arbitration proceeding hereunder.
- 13.5 In the course of resolving disputes under this Agreement, to the extent practicable, the Parties shall continue to perform the terms and conditions of this Agreement that are not in dispute.

#### **14.0 Miscellaneous**

- 14.1 This Agreement, including all the Schedules and Attachment/s attached hereto, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior discussions, memoranda, negotiations and understandings thereon, whether made orally or in writing.
- 14.2 This Agreement may be amended only in writing and executed by the authorized representatives of both parties.
- 14.3 All notices given by one party to the other party or by SKYBIZ to any party shall be made by personal delivery, facsimile or registered mail to the address first indicated in this Agreement. Notice shall be deemed to have been made i) upon receipt, if made by personal delivery; ii) within ten (10) days from posting, if made by registered mail; and iii) upon confirmation by telephone, if made by facsimile. Any party may change its address for the purpose hereunder by written notice to the other party.
- 14.4 This Agreement is not assignable by either party without the consent of the other, except that this Agreement shall be assignable by SKYBIZ to an affiliate. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.
- 14.5 The failure or delay on the part of any party to exercise any right or privilege under this Agreement shall not operate as a waiver thereof nor shall any partial exercise of any right or privilege preclude any further exercise thereof. Any waiver by a party at any time of a breach of any term or provision of this Agreement shall not be construed as a waiver by such party of any subsequent breach of that term or provision, of its rights under such term or provision, or of any of its other rights under this Agreement.




14.6 If any one or more of the provisions contained in this Agreement or any document executed in connection herewith shall be invalid, illegal or unenforceable in any respect under any applicable law, then: (i) the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired and shall remain in full force and effect; and (ii) the invalid, illegal or unenforceable provision shall be replaced by the parties immediately with a term or provision that is valid, legal an enforceable and that comes closest to expressing the intention of such invalid, illegal or unenforceable term or provision.

IN WITNESS WHEREOF the Parties have hereunto set their hands on the date and in the place first abovementioned.

**SKY CABLE CORPORATION  
(SKYBIZ)**

**DEPARTMENT OF ENERGY  
(CUSTOMER)**

By:

  
**Kent Kelly P. Miag-Ao  
Business Unit Head**

  
**Felix William B. Fuentesbella  
Undersecretary**

Signed in the presence of:

  
**Diane Melodi C. Solis  
Corporate Account Manager**

  
**Helen C. Roldan  
OIC Chief, Accounting Division**

CAF No. 01-23-03-050

CAF date. March 20, 2023

DRS No. 02-101101-2023-03-015570

₱ 1,266,770.00

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES ) s.s. \_\_\_\_\_

*City of Manila*  
Before me, a Notary Public, at the above-stated locality, on this 31 MAR 2023 day of \_\_\_\_\_ 2023 personally appeared the following:

Name	Document	Date of Issue/ Place Issued Valid Until
Kent Kelly P. Miag-Ao	<u>Passport P912001A</u>	Date of Issue: <u>Oct. 11, 2018</u> Place Issued: <u>DFA Manila</u> Valid Until: <u>Oct. 10, 2028</u>
Felix William B. Fuentesbella	<u>TIN 202 – 832 - 149</u>	Date of Issue: _____ Place Issued: _____ Valid Until: _____
Helen C. Roldan	_____	Date of Issue: _____ Place Issued: _____ Valid Until: _____
Diane Melodi Solis	<u>TIN 278 – 168 – 596</u>	Date of Issue: _____ Place Issued: _____ Valid Until: _____

Known to me and to me known to be the same persons who executed the foregoing instrument Agreement and they acknowledged before me that the same is their free and voluntary act and deed as well as that of the corporation and agency which they respectively represent.

This instrument refers to Service Agreement between the Sky Cable Corporation and the Department of Energy and consists of twenty (20) pages including this page, which this Acknowledgement is written had been signed by the PARTIES and their witnesses and stamped with my notarial seal.

WITNESS MY HAND AND SEAL, on the date and at the place above written.

*[Signature]*  
**ATTY. ISIDRO V. CLEMENTEROS**  
 NOTARY PUBLIC  
 Until December 31, 2024  
 1626 Est. Road, Purok 1, San Andres, Manila  
**IBP OR No. 248072 (2023) 9-23 2022/MLA**  
**PTR No. 0862227/01-03-2023/MLA**  
**MCLE Compliance No. VII-0007108/4-14-2025**  
 Attorney's Roll No. 34272

Doc. No. 140  
 Page No. 24  
 Book No. 74  
 Series of 2023.

*[Signature]*

## ATTACHEMENT II - SERVICE LEVEL AGREEMENT (SLA)

### 1. Definition of Terms

Unless otherwise expressly provided hereunder, the terms used herein shall have the same meaning as they are used and/or defined in the Service Agreement, including the schedules thereto between the parties.

#### a. Availability

- The SBBD circuit is engineered to exceed an availability objective of 99.50% (single link) and 99.9% (multiple links) on a month-to-month basis (excluding force majeure).
- All Hosting Service is engineered to exceed an availability objective of 99.9% (premium services) and 99.0% (value services) on a month-to-month basis (excluding force majeure)

#### b. Error Free Performance

- SKYBIZ guarantees that the System Error Performance of SBBD circuits are greater than 99% error free seconds based on a monthly average.

#### c. Customer Service

- SKYBIZ agrees to provide the Customer with access to a 24-hour emergency Customer center.

#### d. Technical Support

- SKYBIZ will provide Customer timely and responsible field support 24 hours a day, seven (7) days a week including public holidays.
- SKYBIZ's main operation center is equipped with Uninterruptible Power Supply (UPS) and a fully redundant system.
- Customer is enjoined to report service problems to the Customer Service Center so that the problem can be officially acknowledged by SKYBIZ and proper trouble ticketing be initiated.

#### e. Turn Around Time

- SKYBIZ shall attend to a link trouble immediately upon receipt of fault report from Customer. If fault is not resolved within an hour after initial troubleshooting, SKYBIZ shall follow standard escalation procedure.
- Customer Care shall provide feedback every half (1/2) hour to provide restoration
- If necessary, an engineer be deployed within six (6) hours in the Customer premises.

#### f. Planned Outages

- Planned outages are scheduled outages required for Preventive and Corrective measures, expansions and upgrades.
- Notice shall be given to affected Customers through Customer Service Center. A two-working day prior notice is given, with a primary and secondary schedule. The secondary schedule is when the primary schedule is postponed due to unforeseen reasons.

#### g. Mean Time to Repair or Restore - 4 Hrs (Regular Outage) or 12 Hrs (Fiber Cut)

Mean Time to Restore - The average Restoration Time to all outage incidents. Measured as a monthly average of the time from inception of trouble ticket until outage is repaired to customer satisfaction and is usually expressed in "hours" and is calculated as follows:



$$\frac{\text{Restoration Time (1) + Restoration time (2) + ..... + Restoration time (x)}}{X}$$

Where X is the number of outage incidents

Customer Network Availability (99.50%) - The average Network Availability of the entire circuit connections of the Customer and is calculated as follows:

$$\frac{(\text{Hours in a Day} \times \text{Days in a Month and/or Week}) - \text{Network Outage Time}}{(\text{Hours in a Day} \times \text{Days in a Month and/or Week})}$$

Note: Outage time is exclusive of Planned Outages, Phenomenon like Sun Transit Outage and Customer-related problems.

## 2. Roles and Responsibilities

SKYBIZ is responsible for any partial interruption or total failure, malfunction, defect in any of the services contracted for, originating from SKYBIZ-owned facilities or equipment except where outages or interruption is caused by local power failure, power fluctuations or surges and failure of customer owned equipment.

## 3. Escalation Procedure

SKYBIZ shall attend to the reported trouble immediately upon receipt of fault report from Customer. If fault is not resolved within an hour after initial troubleshooting, SKYBIZ shall follow standard escalation procedure as expressed below:



## ESCALATION PROCEDURE AND CONTACT DETAILS

Service Concerns/Maintenance Activities Inquiries, Restoration Updates & Incident Reports					
Name	Position/Title	Office Hours	Non-Office Hours	Contact Details	Pls. Indicate if Primary (To:) or Secondary (Cc) Recipient
SKY Corpo NOC	Network Operations Team	24 / 7		skynoc@skycable.com 0917 517 0860 0917 517 0855 226 3900	1 <sup>st</sup> Level
Khmer Faildon	NOC Supervisor	9 AM – 6 PM		kdfaildon@skycable.com 0999 2225269	3 <sup>rd</sup> Level
Russel Gonzales	SKYBIZ Support Head	9 AM – 6 PM		rtgonzales@skycable.com 0998 9693878	4 <sup>th</sup> Level

## RESPONSE TIME AND UPDATE TARGET ON TICKETS

PRIORITY	IMPACT	URGENCY	DEFINITION	RESPONSE TIME	SUBSEQUENT UPDATES
1	Down	Critical	Multi sites outage • Firewall related issue • NNlocalloop provider • Recurring outage	15 Minutes	Every 30 minutes when there is an update
2	Down or Degraded / Unusable	High	• Monitored / Reported connected down • Excessive packet loss	15 Minutes	Every 30 minutes when there is an update
3	Degraded and Intermittent Internet Activity	Medium	• Slow / intermittent connection • Minimal packet loss	30 Minutes	Every 1 hour when there is an update
4	Up	Low	Specific site issue	15 Minutes	Every 30 minutes when there is an update
Our standard Estimated Time of Restoration (ETR) for cable-related outages is 12 hours (maximum) or in some cases may differ depending on the existing conditions at the fault location					
Our standard Estimated Time of Arrival (ETA) is 3 hours within Metro Manila					
Our standard Estimated Time of Arrival (ETA) is 6 hours outside Metro Manila					

### Communication Touch Points

SKYBIZ Customer Care Center team is the single-point-of-contact for technical issues with the following communication touch points:

#### 4. Scope and Performance Objective

This SLA applies to the SKYBIZ provided services and connection(s) for the Customer.

This SLA applies to Mean Time to Restore and Customer Network Availability commitments only.

This SLA is applicable at all times except for instances that are beyond SKYBIZ control such as fire, earthquakes, typhoons and other events of force majeure including governmental policies, actions, interventions and national emergencies.



With the above stated scope of the SLA, the following are the committed performance objective:

For premium business email, web, and application hosting, VoIP, and managed services

Mean Time to Restore	: Within four (4) Hours, regular outages
	: Within twelve (12) Hours, outages due to fiber cut, wiredown or similar problems
Customer Network Availability	: 99.50%

**5. Rebates/ Service Credits**

Rebate is subject to the following conditions:

- All applicable rebates will be computed based on SKYBIZ's corporate helpdesk records.
- Customer is required to send a formal written request to SKYBIZ's Billing and Collection department to avail of the rebates.
- Customer shall be responsible to report SKYBIZ Helpdesk any outages experienced by the network. For outages monitored by SKYBIZ's NMS, SKYB IZ will voluntarily apply applicable rebates without any need for the Customer to report or claim rebates:
  - a. Outages due to Customers fault, equipment failure and applications.
  - b. Power failure in Customer's sites
  - c. Schedule maintenance
  - d. Last mile facilities provided by the Private Telephone Companies (PTC's) and third party VSAT equipment.
- For Bonded Link circuits, full rebate should be applied if the remaining circuit link or connection is already below than the stipulated guaranteed bandwidth of the said circuit.

In the event that the maximum allowable outage will be exceeded, SKYBIZ will be required to provide rebates or service credit to Customer on a per trouble occurrence basis, which shall be calculated as follows:

**FOR REGULAR OUTAGE:**

$$\text{SERVICE CREDIT} = \frac{\text{Actual Outage} - \text{Allowable Outage of 4 Hours}}{730 \text{ Hour}} \times \text{MRR}$$

**FOR FIBER CUT OUTAGE:**

$$\text{SERVICE CREDIT} = \frac{\text{Actual Outage} - \text{Allowable Outage of 4 Hours}}{730 \text{ Hour}} \times \text{MRR}$$

**Note:** MRR is Monthly Recurring Rate  
Client will shoulder the cost of repair on damaged SKYBIZ co-located facilities if its due to its non-compliance on the items stipulated in this agreement.





**6. No Rebates/ Service Credits For The Following**

- Dial-Up Accounts
- Digital Subscriber Line (DSL) Accounts
- Personal Web Hosting Accounts
- FREE Value Added Services Accounts bundled in the MSA

**7. Acceptable Use Policy Data Service**

The use of the Service for any activity that is contrary to laws, morals, customs or public or which violates any ordinance, decree, order or regulation, or affects, interferes with or disrupts the use of the Service by other parties or the manner by which SKYBIZ provides the Service or any other services shall be deemed inappropriate use and shall be considered as a violation of the acceptable use of the Service under these Terms and Conditions (the "Acceptable Use Policy").

**A. Acceptable User Policy for Customer Premises Equipment (CPE) (if applicable)**

SKYBIZ leases router equipment, switches, and access points (from hereon to be referred to collectively as CPE' s to Customers for installation on their premises. These SKYBIZ-provided routers (host and remote) are provided to allow connectivity to the SKYBIZ network. The switches and access points are provided to allow Local Area Network connectivity to the Customer.

The following terms and conditions apply to all SKYBIZ-provided Customer Premises Equipment (CPE):

- a. Managed CPE includes CPE management with the following services:
  - i. Lease of the CPE's
  - ii. Initial Configuration and subsequent re-configurations of CPE settings. Re- configurations shall be done a pre-request basis and may not involve charges
  - iii. Troubleshooting and repair: includes remote troubleshooting and unlimited onsite repair as the need arises.
- b. The router is provided for the sole purpose of connecting the Customer's network to the SKYBIZ network via one or more serial ports.
- c. The switch is to be used for the sole purpose of accessing the Customer local area network (LAN) that is connected to the SKYBIZ network via a SKYBIZ-managed router or switch or DSL CPE.
- d. The wireless LAN equipment are to be used for the sole purpose of accessing the Customer's local area network (LAN) that is connected to the SKYBIZ network via a SKYBIZ-managed router or switch or DSL CPE.
- e. For router maintenance and management purposes, Customers are requested to allocate 1 Kbps per remote site on the host frame relay port for monitoring and control.
- f. SKYBIZ will provide either Static or Dynamic routing to the Customer's internal network at the Customer's request.
- g. SKYBIZ does not allow SNMP read/write access to the SKYBIZ CPE going to Customer's NMS.
- h. SKYBIZ will provide Static or Dynamic routing to specific Customer between the CPE router and the SKYBIZ management router.
- i. SKYBIZ does not permit the connection of other provider's equipment or connections to any SKYBIZ CPE, managed or



otherwise, and will not be responsible for configuring other provider's equipment. Connecting non-Customer equipment (e.g. Customer's downstream Customers equipment) to a SKYBIZ router is also not permitted.

- j. The SKYBIZ router is intended for the Customer's enterprise network only. It is provided for connectivity to SKYBIZ and must be used as an edge device.
- k. SKYBIZ provides only WAN addresses and not LAN addresses. The addresses for the LAN segment are merely redistribute by the managed central routers of the Customer.
- l. SKYBIZ's responsibility is up to the managed CPEs only. The enterprise network should have their own means of securing their network. User authentication and authorization is the responsibility of the Customer.
- m. To prevent any unauthorized person from tampering or accessing the CPEs, a security seal will be applied on the console port and on the auxiliary port of the Customer's router. The seals are applied after the Customer or the Customer has accepted the site.
- n. Prior to applying the security seal on the managed CPEs, an acceptance test shall be conducted between SKYBIZ and the Customer.
- o. Customer agrees to provide a suitable space for the switch, which is reasonably secure, has ample ventilation allowing at least 3" clearance around ventilation openings, and ambient temperature not exceed ng 104°F (40°C).

**Additional Information:**

- WLAN operation may cause interference to radio and TV reception. It is advised to keep said devices as far as possible to the access point.
- Microwave ovens and 2 GHz cordless phones can cause signal interferences thereby reducing the range and throughout of the wireless LAN system. It is advised to keep said devices as far as possible to the access point.
- Avoid extended body exposure within 8 inches to the antenna.
- Avoid extended body exposure within 2 inches to the wireless card.

**B. Violation of the Acceptable Use Policy**

In SKYBIZ's efforts to promote good citizenship within the Internet community, SKYBIZ will respond appropriately in the event that it becomes aware of inappropriate use of the Service. SKYBIZ and its various affiliates and partners reserve the right to monitor bandwidth, usage and content from time to time to operate the Service to identify violations of the Acceptable Use Policy and/or to protect the network and SKYBIZ users.

SKYBIZ shall advise Customers of inappropriate behavior and take any necessary corrective action. However, if the Services are used in a way, which SKYBIZ, in its sole discretion, believes violate the Acceptable Use Policy, SKYBIZ may take any immediate responsive action it deems appropriate. Such actions include, but are not limited to, temporary or permanent removal of content and the immediate suspension or termination of all or any portion of the Service. SKYBIZ shall not be liable for any responsive actions and shall be without prejudice to any action available to SKYBIZ under these Terms and Condition, the law or in equity in order to recover any and all damage/s suffered by SKYBIZ arising from the violation of the Acceptable Use Policy.



SKYBIZ reserves the right to investigate suspended violations of the Acceptable Use Policy, including the gathering of information from the user or users involved and the complaining party, if any, and the examination of any information on SKYBIZ's servers and network. During an investigation, SKYBIZ may suspend the Service of the Customer and the Customer hereby authorizes SKYBIZ to cooperate with (i) law investigation authorities in the investigation to suspected criminal violations, and (ii) system administrators of other internet service providers or other network or computing facilities in order to enforce the Acceptable Use Policy. Such operation may include SKYBIZ providing the username, IP address, or other identifying information about the Customer. Upon termination of an account, SKYBIZ is authorized to delete any files, programs, data and e-mail messages associated with such account.

A handwritten signature in black ink, appearing to be 'M. S. P.', located in the lower right quadrant of the page.

**ATTACHMENT II – ESSENTIAL PROVISIONS**

**Term: April 1 – December 31, 2023**

**A. CO-LOCATION WITH CONNECTIVITY**

CO-LOCATION with SKY Broadband Direct			
Service	Description	Monthly Service Fee	OTC
Standard Rack with Sky Broadband Direct at 409 Pedro Guevarra St, San Juan, Metro Manila	½ Rack Space	Php 33,600.00	WAIVED
	SBBB 130Mbps	Php 59,360.00	WAIVED
Standard Rack with Sky Broadband Direct at Sta Rosa Facility	¼ Rack Space	Php 20,160.00	WAIVED
	SBBB 15 Mbps	Php 22,400.00	WAIVED
<b>TOTAL MONTHLY SERVICE FEE</b>		<b>Php 135,520.00</b>	<b>WAIVED</b>
<b>Domain Wildcard SSL Domain : evoss.ph</b>		Annually	
		<b>Php 47,040.00</b>	


**Point of Termination :** Department of Energy  
**Address :** Energy Center, Rizal Drive, Bonifacio Global City, Taguig City

Total Monthly Fee	Php 135,520.00 VAT inclusive
Total Security Deposit	Php 00.00 + 12% EVAT
Total Advance Payment	Php 00.00 + 12% VAT
Due Date	Advance Billing / 30 days from Billing Date
Annual Fee for SSL Certificate	Php 47,040.00

**Agreed and accepted by:**

**SKY CABLE CORPORATION**

**DEPARTMENT OF ENERGY**

By:   
**Kent Kelly F. Miag-Ao**  
 Business Unit Head

By:   
**Felix William B. Fuentesbella**  
 Undersecretary

