

CONTRACT FOR THE ENERGY VIRTUAL ONE-STOP SHOP (EVOSS) SYSTEM MAINTENANCE

This Contract is entered into this 20th day of August 2024 by and between:

EXCENT ONE INC., a corporation duly organized and existing under the laws of the Philippines with office address at #1506 Cityland 10 Tower 2, 156 H. V. Dela Costa St., Makati City 1200, represented herein by its **President and CEO, Dino S. Cavestany**, hereinafter referred to as the **"Service Provider"**;

-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 **Secretary Raphael P.M. Lotilla**, hereinafter referred to as the **"Customer"**

The **Service Provider** and **Customer** are herein collectively referred to as the **"Parties"** and individually as **"Party"**.

WITNESSETH: That –

WHEREAS, the **Customer** is the administrator of the Energy Virtual One-Stop Shop for the purpose of streamlining the permitting process of power of power generation, transmission, and distribution projects;

WHEREAS, the **Service Provider** has the necessary technical skills, expertise and experience needed to carry out the required **services**, and has expressed willingness to perform such **services**;

NOW THEREFORE, the **Parties** hereby agree as follows:

1. **DESCRIPTION OF SERVICES.** **Service Provider** shall provide the following services (the **"Services"**) as described in **"Annex A-Scope of Work"** :
 - a. Server and Application Maintenance
 - b. Email Service
 - c. Provision of the Antivirus Software
 - d. Status Reporting
 - e. Maintenance and Support Service

The scope of said **Services** will be explicitly covered in a requirements specification document which will be signed by both **Parties**. **Services**, requirements, or any other form of work not explicitly stated in the signed-off requirements specification document will be deemed out of scope and will not be implemented as part of the project.

2. **PAYMENT.** **Customer** shall pay the **Service Provider** the total amount of **Eight Million Six Hundred Thousand Pesos (PhP 8,600,000.00)** inclusive of VAT, under the payment schedule and milestones as provided in **"Annex C – Payment Schedule"**.

3. **TERM.** The **Customer** hereby engages the **services** of the **Service Provider** commencing upon receipt of the Notice to Proceed and shall end automatically upon the expiration of the period on 31 December 2024.