

**MAINTENANCE SERVICE AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS:

This Agreement entered into by and between

**INFOStorage CORPORATION**, a corporation organized and existing under Philippine laws, and duly engaged in the business of providing computer software and hardware maintenance services and solutions, with principal address at 4<sup>th</sup>Floor PDAF Building, Sen. Gil Puyat Avenue, Makati City, and represented herein by its **VP – Technical Services, MR. ARNOLD M. GIRON**, hereinafter referred to as **INFOStorage** or the Provider or the Service Provider;

and

**SECURITIES AND EXCHANGE COMMISSION**, a government agency created and organized by virtue of Commonwealth Act No. 83, with principal office address at Secretariat Building, PICC Complex, Pasay City and represented herein by General Counsel **ROMUALD C. PADILLA**, of the Office of the General Counsel and Information and Communications Technology Department Director **OLIVER V. CHATO**, duly authorized to sign this contract per SEC Office Order No. 270 series of 2019 dated March 15, 2019, copy of which is hereto attached as annex "E", hereafter known as the **SEC** or the Customer.

**WITNESSETH:**

**1. TERM**

This Agreement is effective for a term of one (1) year, from **May 1, 2022 to April 30, 2023** and may be terminated by either party upon written notice to the other at least sixty (60) days prior to the last day of this Agreement.

**2. DEFINITIONS**

- A. **EQUIPMENT:** The computer hardware supported by INFOStorage, be it central processing unit (CPU), disk subsystems, automated tape libraries and any peripheral or other hardware at the installation location set forth on **Annexes "A1" and "A2"**.
- B. **SOFTWARE:** Any software product for which a Right To Use license has been granted directly or indirectly by the original software vendor for use on the Equipment for which software product services under this Agreement are available. Software may include machine readable code (object code) written in any language on any media, source codes for which a special license has been purchased or listings and any improvements, modifications or updates to such code or listings provided to Customer directly or indirectly by original software vendor.
- C. **SYSTEM:** The Equipment and the Software as defined in 2.A and 2.B above.

**3. ELIGIBILITY FOR SERVICE**

- A. The Equipment and/or Software covered under this Agreement are those listed or enumerated in the Schedule attached hereto as **Annex "A1"** and **Annex "A2"** respectively.
- B. INFOStorage supported Equipment and/or Software not initially covered by this Agreement may be added to this Agreement, but is only eligible for coverage hereunder after it is inspected and determined by INFOStorage to be in good operating condition.
- C. If, during the period of this Agreement, the Customer chooses to install any of the versions of the Software not covered in this Agreement by INFOStorage, INFOStorage will provide support to the version installed in the System on a best effort basis only.
- D. Service for Equipment and/or Software added to this Agreement after the Commencement Date shall be charged according to the then prevailing rates for such services.

**4. INFOStorage SERVICE RESPONSIBILITIES**

**INFOStorage** undertakes to provide preventive and corrective maintenance services on all equipment, software or system specifically as follows:

*Oliver V. Chato*

*[Signature]*

*[Signature]*

*[Signature]*

*[Handwritten mark]*

- A. INFOStorage shall maintain the Equipment in good operating condition and furnish maintenance services during the Hours of Coverage or "call windows" set forth hereunder:

These services include:

i. Scheduled preventive maintenance consisting of INFOStorage authorized personnel running periodic system checks and utilizing INFOStorage maintenance programs. Preventive maintenance may be combined with corrective maintenance, during a corrective maintenance call, when convenient for the Customer and INFOStorage. Mechanical and electro-mechanical devices will be cleaned, lubricated and adjusted during preventive maintenance, if necessary. Details are as listed in "SCOPE OF WORK" herein attached as Annex "B".

ii. Installation of the latest applicable hardware engineering modifications if applicable, is included under this Service. No charge will be made for installing such modifications if done within the Hours of Coverage.

iii. Provision of maintenance materials, tools documentation, Site Management Guide, diagnostics, and test equipment necessary for the maintenance services described herein.

iv. Replacement of parts deemed necessary by INFOStorage. All parts will be furnished on an exchange basis and will be new standard parts of equal quality or equivalent to new parts in performance. Replaced parts become the property of INFOStorage.

- B. Unless special arrangements by INFOStorage and Customers are made, scheduled checks under sub-par i shall be performed within INFOStorage's committed service hours, 24/7. Service Level details are as defined in "SERVICE LEVEL AGREEMENT SHEET" Annex "C".

## 5. CUSTOMERS RESPONSIBILITIES

- A. The Customer shall notify INFOStorage immediately of system failure, and shall allow INFOStorage full and free access to the System during the Call Window. Waiver of liability or other restrictions shall not be imposed by the Customer as a site access requirement. Also, the Customer will allow INFOStorage to use necessary machines, communications facilities, features and other equipment (except as normally supplied by INFOStorage) at no charge.

- B. The Customer shall be responsible for maintaining site environmental conditions. Temperature and humidity should be monitored and controlled within the following recommended ranges:

Temperature: 15° C to 32° C (59° F to 90° F)  
Change 2° C/Hour  
Humidity: 20% to 80%

- C. A Customer representative shall be present at all times on the premises and available to INFOStorage authorized personnel during INFOStorage's performance of maintenance services.

## 6. PERIOD OF SERVICE AVAILABILITY

- A. The "Call Window" or Hours of Coverage is defined as the time set forth in the Schedule to this Agreement within which the Customer may notify INFOStorage that the Equipment covered under this Agreement is inoperative and within which INFOStorage will perform the service described. All Equipment stated on Annex "A1" "LIST OF HARDWARE/EQUIPMENT FOR MAINTENANCE" shall have the same Hours of Coverage, which includes those days declared as Public Holidays, unless otherwise stated.

- B. Where available and applicable, the Customer may request upon thirty (30) days prior written notice a contiguous extension to its Hardware and/or Software Hours of Coverage. Such extensions shall result in adjustments to the charges set for the hours of service currently being provided in accordance with INFOStorage published rates for extended service.

## 7. CHARGES

- A. The Customer shall pay to INFOStorage the charges set forth in the Schedule attached hereto as Annex "A".

- B. The charges shall take effect on the Start Date as stated in Clause 1. These charges shall be fixed price which cannot be altered or increased.

- C. Charges provided in this Agreement shall be invoiced on the agreed-upon payment schedule and shall be processed within fifteen (15) days after receipt of the invoice.
- D. Notwithstanding 6.A. above, changes in a machine and/or software specifications, attachments, or features may result in an adjustment of the specified charge in accordance with INFOStorage Standard Price List then in effect and such adjustments shall immediately take effect upon implementation of the adjustment/change.
- E. If the Customer requests INFOStorage to provide additional services not covered by this Agreement, such services may be furnished at INFOStorage Per Call rates and terms and conditions then in effect. Charges will be invoiced after the completion of the call.

**8. EXCLUSIONS**

- A. Service provided under this Agreement is contingent upon the proper use of System and/or Equipment. If service is requested because of causes other than normal wear and tear, service will be provided at INFOStorage Per Call rates and terms and conditions then in effect. Examples of causes other than normal wear and tear shall include but are not limited to the following.
  - 1.) Unauthorized attempts by other than INFOStorage personnel to repair, maintain or modify the System and/or Equipment or its structural design or features;
  - 2.) failure of System and/or Equipment not maintained by INFOStorage;
  - 3.) fault or negligence of Customer;
  - 4.) operator error; improper use or misuse of the System and/or Equipment;
  - 5.) causes external to the System and/or Equipment such as but not limited to damages incurred in moving the System and/or Equipment, or fluctuations of power and prescribed environmental conditions which fall outside the recommended range.

**9. MOVEMENT OF EQUIPMENT**

- A. To permit continuity of service under this Agreement, CUSTOMER shall give INFOStorage at least thirty (30) days prior written notice of its intent to move the Equipment. Any applicable travel charges arising out of INFOStorage servicing the Equipment at the new site shall be invoiced to and paid by the Customer.
- B. INFOStorage authorized personnel may at the Customer's request supervise the dismantling and packing/unpacking of the Equipment, inspect and reinstall the Equipment at the new location, and Customer shall pay INFOStorage for all such labor and materials provided at INFOStorage then applicable hourly rate. All service and associated contract charges shall be suspended while the Equipment is dismantled and shall be reinstated on the day following the Equipment reinstallation.
- C. INFOStorage shall be under no obligation to furnish continued service (preventive or corrective) under this Agreement if, without written notice to INFOStorage, the Equipment is moved from its initial location and/or reinstalls other than in its initial location.

**10. PERFORMANCE AND WARRANTY SECURITIES**

In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period of One (1) year. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one (1) percent of every progress payment, or a special bank guarantee equivalent to at least one (1) percent the contract price. The said amounts shall only be released after the lapse of the warranty period of one (1) year. Provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

**11. GENERAL CONDITIONS**

- A. Neither party shall assign or otherwise transfer its rights and obligations under this Agreement without the prior written consent of the other.
- B. In the event either party fails to perform any of the terms herein and the other party has not enforced that term, the failure to enforce on that occasion shall not prevent enforcement on any other occasion.

*Wim V. Chank*

*[Signature]*

*[Signature]*

*[Signature]*

- C. INFOStorage may terminate or refuse on-site service without penalty when, in the reasonable opinion of INFOStorage, conditions at the service site represent a hazard to the safety or health of any INFOStorage employee providing the service.
- D. INFOStorage specifically warrants that the workmanship or service provided shall meet the generally acceptable Industry standard.
- E. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, agreements, writings and all other communications in whatever form between the parties. It may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each of the parties. The terms and conditions of this Agreement shall prevail notwithstanding any variances with the terms and conditions of any other agreement submitted by the Customer.
- F. The service provided by INFOStorage under this Agreement is limited to the services described in Section 4, and while these services will be rendered with care and skill, it is guaranteed that the Equipment's optimum performance will be achieved based on the equipments available resources only.
- G. Items to be used by INFOStorage personnel at the installation site (such as maintenance materials, tools, documentation, Site Management Guide, schematic diagrams, test equipment, hardware and software diagnostic materials and associated media) and which are not expressly sold or licensed to the CUSTOMER shall be under the control and remain the property of INFOSTORAGE. In particular, diagnostic software left at the installation site shall not be used or copied by the Customer, unless the Customer has obtained the necessary license from INFOStorage in accordance with the terms and conditions of INFOStorage diagnostic software policy
- H. All the service level agreements/requirements covered in this agreement is to be strictly implemented, any delay in the resolution of the problems/errors reported, or any deliverables not delivered shall constitute the invocation of the following contractual penalties: A penalty of 1/10 of 1% of the cost of the contract per day or a fraction thereof of any delay or non-compliance with the deliverables shall be paid by the service provider.

The maximum deduction shall be ten percent (10%) of the remaining unpaid amount of the contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the total contract amount, the Customer shall rescind the contract, without prejudice to other courses of action and remedies available to it.

- I. Neither party shall be liable or deemed to be in default for any delay or failure in performance or interruption of services resulting directly or indirectly from acts of God; civil or military authority; acts of a public enemy; war; riots; civil; disturbances; insurrections; accidents; fire; explosions; earthquakes; floods; strikes; labor disputes; shortages of suitable parts, materials, labor or transportation; or any other causes beyond the reasonable control of such party.
- J. If either party neglects or fails to perform any of its obligations under this Agreement, and such failures continue for a period of thirty (30) days after written notice thereof, the other party shall have the right to terminate this Agreement without prejudice to any of its rights entitled hereof or by law.
- K. Such that the posting must be through registered mail in order for the presumption that the same has been received by any of the parties in the ordinary course of post of transmission.
- L. This Agreement shall be governed by the laws of the Republic of the Philippines.
- M. The parties agree that any and all actions arising out of this Agreement shall be filed with a court of competent jurisdiction in the Pasay City only.

*Min V. Cruz*

*[Signature]*

*[Signature]*


*[Signature]*



IN WITNESS WHEREOF, the parties have hereunto affixed their signature this \_\_\_\_ day of \_\_\_\_\_ 2022 at Pasay City.

**SECURITIES AND EXCHANGE COMMISSION  
(SEC)**  
TIN: 000-190-308

**INFOStorage CORPORATION  
(INFOStorage)**  
TIN: 202-651-032



**ROMUALD C. PADILLA**  
General Counsel, OGC  
TIN: 170-266-059



**ARNOLD M. GIRON**  
VP-Technical Services  
SSS: 33-8733003-7



**OLIVER V. CHATO**  
Director, Information and  
Communications Technology Department  
TIN: 194-012-823

SIGNED IN THE PRESENCE OF:



**VALERIE G. VALERIO**  
End-user



**NORBERTO C. SISON, JR.**  
Sales Manager

As to availability of funds:



**DONDIE Q. ESGUERRA**  
Director, FMD

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES }  
CITY } S.S.  
QUEZON CITY

BEFORE ME, This \_\_\_\_\_ day of MAY 04 2022 2022 personally appeared the following:

**ARNOLD M. GIRON**

**SSS: 33-8733003-7**

known to me and to me known to be the same persons who executed this instrument and they acknowledged to me that the same is their free and voluntary act and deed and that of the government agency and corporation which they respectively represent.

This instrument refers to a Maintenance Service Agreement consisting of \_\_\_\_\_ pages, including this page whereon the acknowledgement is written, signed by the parties and their witnesses on each and every page thereof, including all its annexes consecutively marked as "A", "A1", "A2", "B", "C", "D".

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

Doc. No. 252  
Page No. 52  
Book No. 47  
Series of 2022

*CP Villareña*  
ATTY. CONCEPCION P. VILLAREÑA  
Notary Public for Quezon City  
Until December 31, 2022  
PTR No. 2442851 / January 3, 2022 Q.C  
IBP No. 167802 / November 25, 2021 Q.C  
Roll No. 30457 / 05-09-1980  
MCLE VI-0030379 / 02-21-2020  
ADM. MATTER No. NP-005 (2022-2023)  
TIN NO. 131-942-754

*Armin V. Clunto*

*[Signature]*

*[Signature]*

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES }  
Parang CITY } S.S.

BEFORE ME, This 05 MAY 2022 day of \_\_\_\_\_ 2022 personally appeared the following:

**ROMUALD C. PADILLA** TIN: 170-226-059  
**OLIVER V. CHATO** TIN: 194-012-823

known to me and to me known to be the same persons who executed this instrument and they acknowledged to me that the same is their free and voluntary act and deed and that of the government agency and corporation which they respectively represent.

This instrument refers to a Maintenance Service Agreement consisting of 7 pages, including this page whereon the acknowledgement is written, signed by the parties and their witnesses on each and every page thereof, including all its annexes consecutively marked as "A", "A1", "A2", "B", "C", "D".

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

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2022

*Oliver V. Chato*  
Atty. JASMINE CHARO L. GALAYCAY-ATIENZA  
Administering Officer  
Asst. Commission Secretary  
Securities and Exchange Commission  
Republic of the Philippines

*Oliver V. Chato*

*[Signature]*

*[Signature]*

*[Signature]*

MAINTENANCE SERVICE AGREEMENT

<p><b>INFOStorage Corporation</b>                  Service Center Location:                  4/F PDAF Bldg., Sen. Gil Puyat Ave.                  Makati City, Philippines</p> <p><b>Customer Service Contact</b>                  Telephone: (632) 899-4877                  Mobile Hotline: (63) 9178149988;                  (63) 9209277014</p> <p>Technical Services Designated Contacts:  <b>RJ Quintal</b>  <b>Norberto "Jojo" Sioson Jr</b>  <b>Kevin Cornel</b></p> <p><b>Coverage Window: 24x7</b></p> <p><b>CALL WINDOW:</b>                  Monday – Sunday &amp; Holidays                  24 Hours on call                  Two Hour (2) Response Time</p>	<p><b>Client Equipment Location:</b></p> <ul style="list-style-type: none"> <li>• SEC Bldg., EDSA                      Greenhills, Mandaluyong City</li> <li>• ETPI, Makati City</li> </ul> <p><b>Designated Contact:</b> VALERIE G. VALERIO                  ANTHONY A. CANAY</p> <p><b>Contact No.:</b> 8818-7234 /8818-7204</p> <p><b>Bill TO LOCATION:</b> Secretariat Building, PICC                  Complex, Pasay City</p> <p><b>Coverage Period:</b> MAY 01, 2022 – APRIL 30, 2023</p>
	<p><b>Equal Monthly Charges (x 12) = Php 1,249,888.97 (VAT Inclusive)</b></p> <p><b>TOTAL CONTRACT PRICE:</b> FOURTEEN MILLION NINE HUNDRED NINETY EIGHT THOUSAND SIX HUNDRED SIXTY SEVEN PESOS AND 67/100 (Php 14,998,667.67) VAT Inclusive</p>

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*Oliver V. Chato*

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## LIST OF HARDWARE/ EQUIPMENT FOR MAINTENANCE

Unit / Deployment	Serial Number	Location	Qty	Specifications
SunFire V880 - SEC i-Register Database Server	212V016A	ETPI	One	Operating System – Solaris 8 4@750Mhz, 8GB, 6-36 GB OPT QFE PCI Card w/ SW PGX64 Card w/ Video Adaptor Opt Int Tape 20 GB 4MM PCI Dual FC Network Adapter SFV880; Int. Cable-X6727 A-loop B Solaris PC Netlink New Enterprise solaris 8 Std. English Only VxVM 3.1.1 Media & License A5x00 US/Universal/Canadian 17" Entry Color Monitor.
SunFire V880 - SEC I-Register application and Web server/back-up DB server	212V034B	ETPI	One	
SunFire V880 i-Report Staging Server	212V002A	SEC	One	
SunFire V240 - SEC i-Register Back up Web and Application Server	FN44940706	ETPI	One	Operating System – Solaris 9 1 CPU 2 GB RAM 2x36 GB Disk Crypto 500 Accelerator
SunFire V240 - SEC i-Report Web Server	FN44940620	ETPI	One	
SunFire E4900 - SEC i-Report Application Server	0447AK256F	ETPI	One	Operating System – Solaris 9 2 Domains w/ 4 CPU 16 GB RAM, S240 Media Trays dual FC adapter.
Sparc Enterprise M4000	BDF1046620	ETPI	One	Operating System – Solaris 10 2 SPARC64VII 2.53 FF 300GB 10K RPM 2.5 SAS Disk
Oracle SPARC t4-4	AK0093640	ETPI	One	Operating System- Solaris 10 4 CPU (64 virtual processors) 260 GB RAM
Oracle SPARC T5-2	AK00300544	ETPI	One	SEC i-Register Web Server
Oracle SPARC T5-2	AK00406916	ETPI	One	SEC i-Report Staging Server

*Min V. Chant*






## LIST OF BUNDLED / EMBEDDED SOFTWARE LICENSES

	Location	Software License
<b>Bundled/Embedded Software Licenses</b>	SEC i-Report and SEC i-Register Servers	Solaris Operating System, Sun Java Systems Directory, Instant Messaging, Application and Web Server

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William V. Clark  
[Signature]

Scope of Works:

1. The performance of regular error preventive maintenance shall be three times a year:
  - ⇒ the first one to be done upon the issuance of the Notice to Proceed (NTP);
  - ⇒ the second one, six months after; and
  - ⇒ the third, one week before the expiration of the maintenance agreement/contract.
2. The performance of capacity/performance tuning, and security/system health checks, initially on a weekly for the first three (3) months and later on a monthly basis for the residual months which covers among others the following:
  - ⇒ checking of system logs/log files;
  - ⇒ file systems utilization; CPU, I/O memory checking;
  - ⇒ system monitoring performance; and
  - ⇒ and all other checking related to the performance of the servers and its embedded software licenses.

Activities #1 and #2 cover servers located both at the ETPI and SEC Data centers.

3. The establishment, manning with technical agents of a Helpdesk facility on a 24x7 basis to respond to all concerns of SEC with respect to the equipment and the related equipments maintained. All concerns received and their corresponding responses and/or actions done are to be recorded electronically and documented accordingly for SEC's official consumption.
4. The training the SEC-nominated personnel in the conduct of such activities with the end view of conducting said activities themselves eventually.
5. The maintenance service provides the Securities and Exchange Commission with 24 x 7 online and telephone support, 24 x 7 on-site support, and other deliverables, as described in item I - Tasks and Deliverables/Service Level Agreement.
6. The reconfiguration of system parameters, hardware settings and/or set-up when necessary.
7. The performance of at least eight (8) instances of tasks related to the agreed maintenance services such as the hardware configuration when required by the SEC application systems, and other IT-related implementation to ensure the availability, reliability, security and optimum performance of all SEC application systems to serve the requirements of the public, users, and all the stakeholders.

*Miriam V. Chato*

*[Signature]*

*[Signature]*

*[Signature]*

*[Mark]*

*[Mark]*

## SERVICE LEVEL AGREEMENT SHEET

## 1. Hardware Maintenance Services, Coverage Hours and Response Times

- **24x7 Online and Telephone Support.** 24x7 Online and telephone support for all Sun/Oracle supported hardware and software problems will be provided 24 hours a day, 7 days a week, including public holidays.

- **24x7 On-Site Support.** On-site support for hardware problems will be provided 24 hours a day, 7 days a week, including public holidays.

- **SEC-Defined Priority and Response Time**

- **Priority 1- System Down.** Covered System is not operational.

**Response time:** Service provider will use reasonable efforts to arrive on site for hardware support within two (2) On-Site Hours of provider's determination that on-site support is required.

- **Priority 2- System Impaired.** Covered System is not operating with full capability but is still operational.

**Response time:** Service provider will use reasonable efforts to return SEC's call within one (1) Telephone Assistance Hours of receiving the service request and arrive on site for hardware support within one (1) day of Provider's determination that on-site support is required.

- **Priority 3- System Operation Normal.** Covered System is up and running with limited or no significant impacts.

**Response time:** Provider will use reasonable efforts to return Customer's call within two (2) Telephone Assistance Hours of receiving the service request and arrive on site for hardware support at a mutually agreed upon time.

- **Replacement of Hardware Parts** In the event that Provider determines that the replacement of a hardware part is necessary, the replacement part will be delivered to the Customer's site (host/internet data center or SEC office), and installed at the malfunctioning hardware within 24 hours at no additional cost to SEC.

- **System Activity Log.** All on-site and off-site services delivered shall be logged by the Provider. Copy of the system activity log shall be provided to SEC at the end of each billing period, and shall form part of the supporting documents for monthly billing. In case of problems encountered with the servers, an incident report shall be submitted within 48 hours from the resolution of the problem. Any infraction to the required submission shall be subject to applicable penalties as indicated herein.

- **System Health Checks Provider** shall regularly conduct system health check and semi-annual preventive maintenance to ensure the efficient performance of the system.

- The first preventive maintenance of all the covered equipments shall be conducted upon the commencement of the contract and shall be done on a weekly basis for the first three (3) months and on a monthly basis for the residual months

- The comprehensive preventive maintenance shall be conducted one month from the end of the service maintenance contract.

- **Other Support.** Provider shall provide the following:

- informational articles, reference guides and technical documents to help sustain and improve functionality, availability and system performance, either in hard copy or electronic media

- Help desk support articles, bugs and patch report with information for troubleshooting previously identified hardware and software issues, either in hard copy or electronic media.

- Notification for any update in the document revised/updated previously submitted to SEC.

*William V. Chubb*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

## 2. Software Support Services

- **Solaris Operating Environment** Provider shall give support for the for the Solaris Operating Environment, and periodic delivery of one (1) copy of Solaris Operating Environment major x.0 releases and minor .x releases. These releases can be made available thru hard copy or electronic media.
- **Bundled and Embedded Software.** Provider shall give support for Bundled and Embedded Software licenses, including the required patches and the necessary updates to these licenses.

*William V. Clark*

*[Signature]*

*[Signature]*

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*[Signature]*

**Others**

- Foreign/Local Users/Operation Training/Exposure shall be provided for SEC IT personel on the following:

Courses	Number of Participants
IT Management training/seminar such as e-Governance, ICT Project Management or any ICT Development/Management Policy courses	Two (2)
Technical Training related to server's embedded software, such as operating system, application, database and web server, application software licenses from Original Equipment Manufacturer (OEM) accredited training center	Two (2)

- Mandatory Technical Qualifications

The Service provider shall have:

- technical personnel who have knowledge and expertise in the equipments to be serviced and maintained;
- an on-site or off site Help Desk facility with the corresponding technical agents to answer queries from SEC; and
- a reasonable inventory of spare parts to replace broken system components within 24 hours.

- Manpower Requirements

The proposed team for the maintenance service contract must be composed of experts and specialists, which should have at least three-year experience in the role they are supposed to undertake in the project/contract as indicated in the table below. The sworn Curriculum Vitae of the personnel to be assigned to this SEC Project/Contract shall be submitted together with the Technical Bid.

Personnel	Role	Minimum Number
Account Manager	Point person for issues and concerns about the contract and the deliverables	One (1)
Project Manager	Person responsible for the execution/ implementation of the contract With project management experience for at least three (3) years	One (1)
Hardware/Software Engineers	Persons (principal and alternate) responsible for rendering the repair/ maintenance services shall be specified With at least three (3) years experience in maintaining/administering Sun /Oracle servers/ equipment and Solaris Operating System (OS) (for both re-seller and principal provider)	Two (2)
Help Desk Agent	Person in charge of accepting calls and inquiries from SEC	One (1)

INFOStorage Corporation shall submit a sworn undertaking that its assigned Project Team of agents to the Project shall not be changed for the duration of the Project. No changes in the key personnel, except upon agreement of SEC, which may or may not cause in the delivery of the project shall be effected. The SEC shall not unreasonably deny any such change in the personnel requested by the INFOStorage Corporation. Any delays resulting from such changes shall be subject to applicable penalties under Section 11 Item H of this Agreement.

*William V. Chato*

*[Signature]*

*[Signatures]*