APPENDIX "1"
SERVICE AGREEMENT

This Agreement is entered into by and between Globe Telecom, Inc. ("Service Provider") and _____ ("Customer") (Individually referred to as a "Party", and collectively as Parties):

1. Agreement/Amendment

The Agreement shall contain the entire understanding between the Parties and supersedes any prior understanding and agreement between the Parties with regard to the terms and conditions that will govern the relationship of the Parties, including those stated in a purchase order and/or a Supplemental Agreement before the Agreement. There are no representations, agreements, arrangements or understanding, verbal or written, between the Parties hereto relating to the subject matter of the Agreement, the purchase order and/or the Supplemental Agreement, which are not fully expressed herein.

The Parties agree that the Service Agreement shall contain generic and specific clauses applicable to the relevant Service, specific matters that are operational, technical, procedural in nature and relevant commercial terms/provisions specific to the Service being provided under the terms of this Service Agreement.

A Party reserves the right to adjust, modify or amend these terms and conditions as the needs of the Service may require, subject to the consent of the other Party as may be stated in the relevant Supplemental Agreement to the Service Agreement of the relevant Service and in the Order Form of the relevant Order.

2. Documents Forming Part of this Agreement, Order of Precedence, Binding Effect and Dispute Resolution

a. The following annexes/attachments shall form part of this Agreement:
Appendix "1" (Service Agreement for Mobile);
Annex "1-A" (Acceptable Use Policy);
Annex "1-B" (Service Description, Detailed Scope, Responsibility Matrix, Technical Details/Solution Summary (where applicable) and Acceptance Parameters [where applicable], and attached Exhibits);
Exhibit "1" of Annex "1-B" (Acceptance Parameters) (where applicable);
Annex "1-C" (Payment Channel);
Annex "2" (Supplemental Agreement to the Service Agreement for Mobile); and
Annex "3" (Order Form).

All of which shall constitute the entire agreement between the Parties.

b. In the event of conflict of interpretation, the Order of Precedence shall be as follows:
i. Between MSA and the Service Agreement, the MSA prevails insofar as the general terms are concerned and the Service Agreement prevails insofar as the terms of relevant Service is concerned;

CONFIDENTIAL – PROPRIETARY
Unauthorized disclosure internally or externally is prohibited

OKAY TO USE

ii. Between the Service Agreement and its Supplemental is concerned, the Supplemental Service Agreement of the relevant Service prevails;
iii. Between the Service Agreement or its Supplemental and the Order Form, the Service Agreement or its Supplemental prevails insofar as the definitive terms of the relevant Service, while the Order Form prevails insofar as the particulars of the Order for the relevant Service is concerned.

c. By using this Service, Customer is deemed to have accepted and bound by these terms and conditions governing the Service, including any change of law.

d. The Parties hereto shall exhaust good faith negotiations, dispute resolution, exercise best efforts to settle any dispute, difference, claim or question by amicably negotiating between themselves any dispute arising out of or in connection with these terms and conditions, including any question regarding its existence, validity, or termination, or any claim or as to any matter connected with or arising out of these terms and conditions or the operation thereof or the rights, duties or liabilities of either Party. The dispute resolution shall be subject to the exhaustion of escalation, the first level of which shall be between the negotiating team and the second level of which shall be the relevant group head of respective Parties, and if unresolved, the next level of escalation shall be up to the Parties' President and Chief Executive Officer (CEO) level. It is only when Parties are unable to settle amicably that the dispute be subject to final resolution as judicially determined.

3. Application Process

a. Application -

Customer's Application for a Service shall be subject to evaluation and approval by the Service Provider rendering the Service. Approval of the Application shall be subject to the sole discretion of the Service Provider rendering the Service. Service Provider shall not be required to give any reasons for disapproving any Application. Customer acknowledges that it has no cause of action for the disapproval of its Application.

To signify Application for a Service, the Customer shall accomplish and sign the Service Agreement, containing both the service details and, the General and Specific Terms and Conditions of a particular Service being applied for.

b. Conditions of Application -

Unless otherwise provided herein, Service Provider shall process Customer's application for Service only if ALL the following are provided and complied with:

i. Signed copy of this Agreement;
ii. Signed copy of the Order Form;
iii. All required credit documentation;
iv. Customer has no overdue balance;
v. Payment of all fees and charges, including advances and deposits if required by the Service Provider; and
vi. Such other documents as may be required by the Service Provider.

c. None of these requirements and fees shall be deemed waived unless a waiver is specifically indicated on the Supplemental Agreement. Service Provider may require other documents to supplement the foregoing, and shall notify Customer accordingly.

d. Service Provider may, after giving preliminary approval of the Application, disapprove the provision of Service if, after conducting a survey of Customer's premises and facilities, or upon scoping for the Service, it finds that the Service cannot be installed or activated, or that the provision of access of the Service would be unreasonably difficult or unsafe, or Customer cannot fulfill its responsibilities as stated in this Agreement, or for other causes analogous to the foregoing.

CONFIDENTIAL – PROPRIETARY
Unauthorized disclosure internally or externally is prohibited

OKAY TO USE

Customer acknowledges that it has no cause of action against Service Provider for the withdrawal of its approval for this reason.

e. Special Circumstances in Installation -

Certain Service/s may require additional installation work, scoping, presales, evaluation premises renovation, or the installation of software and applications on the Customer's premises or equipment. Service Provider may refuse to proceed with the installation of a Service if installation or activation thereof proves to be impracticable, not commercially viable, or subject to extreme difficulty, or if it is enjoined by competent legal authority, or if Service Provider believes, in its reasonable opinion, that the Service may be used for purposes that are illegal, immoral, contrary to law or public policy, or for businesses or activities that are detrimental to any or all of the Service Providers, as may be applicable.

4. Billings

a. The Service Provider shall send invoices for Services rendered to the Customer on a regular basis following the payment terms as indicated in Section 5 (Payments) below.

b. Depending on the invoice cut-offs, as well as other factors beyond the control of the Service Provider, certain charges incurred in a given period may not necessarily be recorded in the invoice for that bill cycle, and will be billed in subsequent cycles, including possibly in cycles occurring after the termination of the Service. Service Provider reserves the right to issue supplementary bills to capture and bill such additional charges. The Customer shall promptly pay such supplementary bills on or before their due dates.

c. Invoice shall be sent to the Billing Information (e.g., name and address of the person/entity to whom the invoice shall be officially sent) indicated on the Order Form. Customer shall inform Service Provider in writing of any change in billing address by emailing the customer relationship manager and bizsupport@globe.com.ph and Service Provider shall be given sufficient days to effect the modification of the billing address and update the invoice accordingly without prejudice to the updating of the accrued unpaid obligation of the Customer. Service Provider shall in no way be responsible for the consequences of the Customer's inability to receive and pay its bills as a result of its failure to timely notify Service Provider of the change in the billing instruction.

d. The Service Provider's failure to state or update any and all fees in the invoices shall in no instance be construed as a waiver of billing, the Parties shall agree in good faith in settling all unbilled but rendered Services as notified to Customer and validated by Service Provider.

5. Payments

a. Due Dates -

i. Billing shall commence upon Service Commencement Date alternatively referred to as Billing Commencement Date as defined in Section 23(c) (Term) and the specific applicable Service Commencement shall be as provided in the relevant Order Form.

ii. The full amount stated in the invoice shall be paid by the Customer on or before the payment due date stated in the invoice, without need of any demand, such demand hereby expressly waived by Customer.

iii. The Customer shall pay Service Provider via:

- Payment Channel – Online bank deposit or wire transfer (Details of which are set forth in Annex "1-C");
- Cheque.

iv. Payments shall be made payable to Globe Telecom, Inc.

CONFIDENTIAL – PROPRIETARY
Unauthorized disclosure internally or externally is prohibited

OKAY TO USE

v. The Customer shall pay based on the denomination set forth in this Agreement or Order Form. Denomination conversion shall be expressly prohibited.

vi. Payment Due Dates shall be the date as stated in the invoice. If Customer fails to pay the MRF referred to in the Order Form on or before the Payment Due Date stated in the invoice, Customer shall pay a penalty interest on the overdue amount at the rate of two percent (2%) per month from date due until the same is fully paid (except in cases of "on demand pay only if used" services). In addition, Service Provider reserves the right, without incurring any liability, to temporarily suspend or temporarily disconnect the Service with prior notice until the overdue amount, plus interest, is paid in full. Any payment made by the Customer, whether in full or in part, shall not affect Service Provider's legal rights and any cause of action related to the collection of such sums, penalties and other damages that may accrue as a result of delayed payment.

vii. All payments shall be applied first to all overdue penalty interest, then billings in arrears and the balance, if any, to be applied to the current obligation.

6. Bill Dispute

a. All complaints or questions on billings shall be made by way of a written complaint emailed by the Customer through its authorized representative to bizsupport@globe.com.ph. Such complaints shall be filed not later than the Payment Due Date. Otherwise, the invoice shall be deemed accepted, final, and conclusive against the Customer.

b. Service Provider shall endeavor to resolve all disputed billings with the Customer at the soonest possible time. Service Provider shall rely on its records to resolve such dispute and absent manifest error, such records shall be deemed correct and conclusive. The foregoing notwithstanding, however, Service Provider may exercise its rights to disconnect, suspend or terminate the Service in Section 10 (Service Disconnection, Suspension or Termination), in Section 9 (Termination for Convenience), in Section 11 (Termination for a Cause) whether such bills have been questioned or not. Service Provider shall not be liable to the Customer in any way for the disconnection and/or suspension, and Service Provider's only obligation shall be to reconnect the Service without penalty or fee, and upon validation, rectify amount erroneously paid and such amount shall be credited to the next bill, in the event that the Customer's complaint proves to be valid.

7. Place of Payment

a. All payments of bills shall be made to the Service Provider at any of its accredited payment channels. The Service Provider shall not be bound to honor payments made to persons or entities or at places not authorized by the Service Provider. If Customer's payment is not honored (for example, in the case of insufficient funds for direct debit or credit card payment or a dishonored cheque, the Service Provider may charge Customer a fee for such payment). Payment shall be made in accordance with Payment Channel as stated in Annex "1-C" hereof.

b. Settlement or payment of overdue bills shall be made only at any of Service Provider's accredited payment channels in full and under such terms and conditions as the Service Provider may impose, and Service Provider's legal rights and cause of action related to the collection of the entirety of such sums, penalties and other damages which the delayed payment shall have caused shall not be affected by payment whether in full or in part.

8. Taxes, Shipping, Risk and Loss

For Local Corporation

a. The Customer shall be responsible for all taxes such as Value Added Tax (VAT), sales, use or excise taxes, and similar charges of any kind imposed by any governmental entity for Services provided

under this Agreement. Customers who are VAT exempt shall submit the necessary VAT exemption certificate.

Aside from the Monthly Recurring Fee (MRF) and/ or One Time Charge (OTC), whichever is applicable, VAT and such other applicable taxes shall be imposed on Customer unless Customer is exempt from paying such taxes. If the Customer is not subject to VAT, is Exempt or enjoys Zero-Rate, Customer's authorized representative/s must inform their designated customer relationship manager and submit appropriate supporting documents as required by the Bureau of Internal Revenue (BIR). The non-imposition of VAT will be effective on the next billing date after the submission of appropriate documents, and no retroactive adjustments shall be made by the Service Provider.

For Philippine Economic Zone Authority (PEZA) and other registered business enterprises (e.g. Subic Bay Metropolitan Authority [SBMA], Tourism Infrastructure and Enterprise Zone Authority [TIEZA]), yearly submission of updated zero-rated VAT certification and other documents to prove direct and exclusive use of services to the registered activity is required to maintain the non-imposition of VAT. In the event of failure to submit the required updated certification or supporting documents within the prescribed period, the Service shall be deemed subject to VAT rate, which shall be charged to the Customer. Service Provider shall not be held liable for any late submissions, and there shall be no retroactive adjustments or refunds of VAT be processed once the billing has been generated.

b. Where applicable, the Customer is responsible and shall pay for freight, shipping, handling insurance and other transportation charges, including, but not limited to all applicable import and export fees, duties and surcharges.

c. Customers who are designated withholding agents by the BIR shall submit electronically the BIR Forms 2307 via Service Provider's eCWT Portal based on the time prescribed by law. The eCWT Portal is a platform that enables online end-to-end handling and processing of Creditable Withholding Tax (CWT) certificates and is accessible via this link: https://ecwt.globe.com.ph/portal. The Service Provider reserves the right to collect the taxes withheld by the Customer in cash for failure to provide the CWT certificates on time.

For Foreign Corporation

The fees to be paid by the Customer under this Agreement shall be net of any taxes. If Customer is required by law to make such a payment subject to the deduction or withholding of taxes, the sum payable by Customer in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after such deduction or withholding, Service Provider receives and retains a net sum equal to the fees which it would have received had no such deduction or withholding been made or required to be made.

9. Termination for Convenience

a. Unless otherwise stated in this Service Agreement, the right to terminate for convenience is exercisable only after the expiration of the Initial Contract Period or Minimum Subscription Period (MSP), subject to a thirty (30) days' prior written notice to the other Party. If the prior written notice is less than thirty (30) days, the effective date of termination of Service shall be thirty (30) days after receipt by Service Provider of the notice, regardless of what is written in the notice as the intended effective date. The termination during the Initial Contract Period or MSP shall be subject to a pre-termination fee depending on the Service or the rates provided for in the Order Form or this Service Agreement. Customer shall be liable to pay the MRF until the actual date of disconnection whether or not Customer used the Service until such date, except for on demand pay on the go services.

b. The cost of dismantling or disconnecting the Service shall be for the account of the Customer, where applicable.

CONFIDENTIAL – PROPRIETARY
Unauthorized disclosure internally or externally is prohibited

OKAY TO USE

10. Service Disconnection, Suspension or Termination

a. Notwithstanding any provision in this Agreement to the contrary, the Service Provider reserves the right to disconnect, suspend or terminate any and all Services to the Customer –

Without prior notice to the Customer, in the event of any of the following:

i. violation of any of the terms and conditions of Service as stated in these General Terms or in the Service Agreement;
ii. falsification of any data in the Order Form or Service Agreement or in any other document provided by Customer to Service Provider;
iii. use of the Service or any component thereof for International Simple Resale (ISR), Bypass, Callback or any other illegal or prohibited service;
iv. use of the Service for call-selling, illegal operation of a public calling office, or the like;
v. fraud of any kind, including but not limited to text messaging, or internet/online scams, schemes to entice the public to turn-over value for false or no consideration, spam, hacking, violation of data privacy law, denial of service attacks, or attempts at any of the foregoing;
vi. unauthorized transfer of a line, Service or Customer Premises Equipment (CPE) unit to any other entity;
vii. connection of accessories which are harmful, illegal or detrimental to the Service Provider or to public service;
viii. emission of signals or calling or messaging behavior that is unusual, abnormal, harmful to or interferes with any of the Service Provider's network, or which may threaten the integrity, security and performance of any of the Service Provider's network;
ix. if so required by law enforcement or orders of a competent court;
x. Customer's abandonment of its business office or the premises in which equipment for the Service is installed, without prior notification of the change of address being received by the Service Provider;
xi. use of pornographic sites, use of illegal sites, use of sites that violate Intellectual Property (IP) rights;
xii. infringe the rights of Service Provider or any third party;
xiii. spamming;
xiv. in violation of Service Provider's Acceptable Use Policy (AUP) or Fair Use Policy (FUP);
xv. in a manner that adversely affects, interferes with or disrupts the use of the Service by other parties;
xvi. in violation of representations and warranties in this Agreement, other agreements, including but not limited to agreements relating to its Value Added Service (VAS) applications, where applicable;
xvii. for any activity that is contrary to law, morals, custom, public policy, rules or regulations.
xviii. events or circumstances analogous to the foregoing.

With seven (7) day prior notice to the Customer, before intended date of disconnection, in the event of any of the following:

i. non-payment or delayed payment on any bill, unless otherwise specified in the Service Agreement;
ii. non-acceptance of the Service installed for the Customer.

b. The Customer shall cooperate in any investigation into the causes for disconnection, suspension or termination. The Service shall not be reconnected until the Customer has addressed the cause of the disconnection, suspension or termination. Except where the cause of disconnection, suspension or termination is required by law enforcement or orders of a competent court, the Service Provider shall be entitled to permanently disconnect, suspend or terminate the Service, and apply all provisions of Section 12 (Consequences of Termination) and impose any termination penalties or cancellation fees in the event that the cause of the disconnection, suspension or termination is not addressed within thirty (30) days from the date of such disconnection, suspension or termination.

c. Upon reconnection of the Service, the MSP shall be automatically extended for a period equivalent to the duration of disconnection or suspension.

11. Termination for Cause

Either Party may terminate this Agreement if the other Party is in material breach of any of its obligations under this Agreement and fails to remedy the breach for a period of thirty (30) days from receipt of a written notice by the other Party which specifies the material breach, unless Customer behavior is a violation of the AUP or FUP or instances where the violation or the breach warrants immediate suspension or termination without need of exhausting the cure period including the situation contemplated in Section 11 of Annex "1-B" (Right to Inspect) and Section 20 (Representation and Warranties).

12. Consequences of Termination

a. Unless otherwise stated in this Service Agreement, if Customer downgrades or terminates the Service or any unit thereof during the Initial Contract Period or MSP or if the Service is disconnected by the Service Provider for Customer's non-payment or breach of any of the terms and conditions of the Agreements, Customer shall be liable to pay the penalty, pre-termination fees or cancellation fees indicated in this Service Agreement and all other fees and charges that have accrued prior to the termination.

b. In the event any Service or the Agreements are terminated or disconnected for any reason, any and all unpaid bills and charges shall become immediately due and demandable or subject to the accrued right to invoice for services rendered, without prejudice to the right of the Service Provider to render a supplementary bill for usage and other charges that may be booked or discovered after the effective date of termination. Service Provider's right to render a supplementary bill and receive payment thereof survives the termination of the Service or the Agreements.

c. Termination is without prejudice to the right of the Service Provider to pursue other remedies against the Customer for specific violations of the terms and conditions of the Agreements.

13. Cross Default

Service Provider reserves the right to summarily terminate the Service Provider services extended to Customer under this and any other contracts and/or subscription agreements for other services due to non-payment, or any other violation of these terms and conditions.

14. Indemnities and Limits of Liability

a. The Customer shall indemnify, defend and hold harmless the Service Provider from any third-party claim, suit or demand, which is due to its acts, violations of the AUP or FUP in Section 19 below or Annex "1-A" below, or when applicable, the infringement of IP rights, arising from gross negligence, bad faith, fraud, act or omission, breach of the Agreement, or willful misconduct attributable to the Customer.

b. Subject to Section 14(f) (Indemnities and Limits of Liability), the Service Provider shall indemnify, defend and hold harmless Customer from suit, claims, damages, arising from fraud, gross negligence, bad faith, or willful misconduct attributable to Service Provider, its representatives, and employees.

c. End User Behavior. Customer understands and agrees that it is responsible for its end-user behavior on the Services. Customer agrees to indemnify, defend and hold harmless Service Provider, its Affiliate parent companies, business partners, licensors, directors, officers, employees, agents, and any third-party vendors and licensors (where applicable) from and against all claims, losses, expenses, damages and costs, expenses demands, including but not limited to direct, incidental, consequential, exemplary and indirect damages and reasonable attorneys' fees resulting from or arising out of (i) Customer's use, misuse, or third party claims arising from Customer usage of these Services or inability to use the Services; (ii) infringement or unauthorized use of Service Provider's IP rights, protected trademarks or licensor marks and IP rights; (iii) breach of this Agreement, willful misconduct, gross negligence and bad faith, any transaction conducted through or facilitated by the Service; (iv) unauthorized access to or alteration of Customer transmissions or data; or (v) any other matter relating to the Services, or the content; or use of Service/s in any other manner or for any purpose other than expressly permitted by this Agreement; or (vi) any attempt to(a) modify, distribute, alter, tamper with, repair, or otherwise create derivative works of any Service Provider Software Application included in the

Service/s, (b) reverse engineer, disassemble, or decompile the Service/s or apply any other process or procedure to derive the source code of Service Provider's software application or any software included in the Service/s (except to the extent applicable law doesn't allow this restriction); (c) access or use the Service/s in a way intended to avoid incurring fees or exceeding usage limits or quota;, or (d) resell or sublicense the Service/s; or (e) any unauthorized use of IP rights-protected trademarks or licensor marks. This includes (where applicable) improper use of data or content, unlawful exposure of data, or unlawful use of content, or any breach by the Customer of the terms and conditions of this Agreement, even if advised of the possibility of such damages. This includes reimbursement for all reasonable attorneys' fees, all costs and expense associated with the claim. These obligations shall survive any termination of Customer relationship with Service Provider or Customer use of the Service/s.

d. Except for payment of accrued obligation, neither Party shall be liable to the other Party for any loss, damage or cost arising out of or relating to failure to perform any of its obligations under this Agreement if such failure results from Force Majeure or Fortuitous Events.

e. Except for Section 14(c) (Indemnities and Limits of Liability), neither Party shall be liable to the other Party for any special, indirect, consequential or incidental damages, including loss of profits or revenues or anticipated savings, or loss of prospective business advantage, loss of data, regardless of whether a Party had been advised of such damages or whether that liability arises in contract, tort, strict liability, breach of warranty, or otherwise.

f. Except for indemnity/compensation in the event of breach relating to Use of Service/Bypass Clause (Section 10), AUP/FUP (Section 19), and Customer End User Behavior [Section 14(c)], neither Party will be liable for direct damages in excess of the total contract value.

g. Service Provider shall not in any way be liable for any termination of the Service in accordance with the provisions of this Agreement. However, in certain instances, Service Provider may reconnect the Service upon payment or fulfillment of Customer obligations, except when Customer a) is in violation of law rules and regulations and/or b) is in violation of the AUP or FUP.

h. The Customer assumes all the risks associated with the use of the Service. In no event shall Service Provider be liable for:
    i. any damage of any kind arising from or relating to the use of the Service or CPE by Customer or by another party irrespective of whether Customer has known or authorized such use;
    ii. any damage to property or injury or death to any person resulting from use and operation or malfunction of any CPE used for the Service;
    iii. any damage as a result of Customer's act or omission in connection with the Service or CPE;
    iv. any damage as a result of Customer's failure to comply with the terms and conditions of this Agreement;
    v. any unauthorized access by a third party to Customer's data;
    vi. any error, omission or inaccuracy with respect to any information disclosed through the use of the Service, or for any damage which such errors may cause; or
    vii. any delay, interruption or failure to provide or restore the Service due to force majeure or causes beyond Service Provider's control.

15. Counterpart and Electronic Signature

This Agreement may be executed in any number of counterparts, each of which is an original, but all of which together constitute one and the same agreement. This Agreement may be executed electronically or by way of electronic signature and such electronic signatures shall be deemed original signatures, have the same force and effect as manual signatures and binding upon the Parties. If this Agreement shall be executed electronically, the best evidence of this Agreement shall be a copy of this Agreement bearing an electronic signature, in portable document format (.pdf) form, or in any other electronic format intended to preserve the original graphic and pictorial appearance of a document.

16. Data Privacy

a. Where applicable, each Party agrees to the following security, privacy and data protection measures and provisions:

i. Parties (where applicable), shall adhere to and abide by the provisions and obligations contained in Republic Act No. 10173 or the Data Privacy Act of the Philippines and its implementing rules and regulations, data privacy law and Service Provider's data privacy policies which adopts Service Provider's data privacy policy (http://www.globe.com.ph/privacy-policy). The use of personal information should also be specified to those authorized to process the personal data, and must be consistent with the purpose of this Agreement.

ii. The Customer shall obtain all required consents under the Data Privacy Act of 2012 and all relevant laws before providing personal information.

iii. By subscribing to this Service, the Customer acknowledges that the Service Provider may use personal information to the extent necessary to comply with the requirements of the law and legal processes. Customer allows Service Provider to access and disclose to law enforcement or other government authorities, including any order of the court any data from, about or related to Customer, provided that Service Provider uses diligent reasonable efforts to assure that the personal information required to be disclosed is treated confidentially in the relevant proceeding and promptly notifies the Customer of the required disclosure to enable Customer the opportunity to prevent or control such disclosure.

iv. With Customer consent, the Service Provider may use Customer data for planning, research, design and marketing of services. Customer acknowledges that its data is automatically forwarded to the Service Provider upon access to the Services, including Personal information that the Customer and its End Users knowingly provide via the Service.

v. Any information disclosed in the public areas of the internet (such as message boards and forums) becomes public information. The Customer should exercise caution when disclosing personal information in this way.

17. No Warranty

The Service/s is/are provided "as is", including where applicable no liability for any obligation related to provision of Protective Domain Name System (PDNS) in case the Customer does not confirm that it will avail of Service Provider's PDNS (where applicable), except to the extent prohibited by law, or to the extent any statutory rights apply that cannot be excluded, limited or waived, Service Provider and our Affiliates and licensors (a) make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the service offerings or the third-party content, and (b) disclaim all warranties, including any implied or express warranties (i) of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, (ii) arising out of any course of dealing or usage of trade, (iii) that the service/s, third-party content, or that the Service will be uninterrupted, or that the Service is error free or free of harmful components, virus-free, or secure and (iv) that any content will be secure or not otherwise lost or altered. Unless otherwise provided in the relevant Service Agreement, Service Provider disclaims liability arising from inaccuracies in the Service; or inability to use the Service.

18. No Resale or No Bundling of Service

Customer shall not resell or redistribute the Service or any portion thereof to any party, whether temporary or permanent, for value, or allow any such other Party to occupy, use and/or gain access to the Service without National Telecommunications Commission ("NTC") written approval and without compliance with regulations. Customer shall not use the Service as part of another telecommunication service or as a medium of promotion, publicity for any campaign for whatever purpose, of whatever nature, by whatever name called which is likely to generate a change in the usage of the Service in excess of its daily usage of the Service, and /or likely to cause congestion in Service Provider's network. The Customer shall not use the Service to create its own network or in violation of applicable laws, rules and regulations. In case of violation of this prohibition, Service Provider shall immediately suspend or terminate the Service or this Agreement, without

notice to the Customer and without any liability on the part of the Service Provider. The foregoing is without prejudice to any administrative, civil or criminal action which Service Provider may have under law, or to Service Provider's claim for any and all damages which Service Provider may suffer by virtue of the illegal and/or prejudicial acts of the Customer and which Service Provider is entitled to claim under law and equity.

19. Acceptable Use Policy

Customer shall comply with the Service Provider's AUP which is made an integral part of this Agreement is found at https://www.globe.com.ph/fup#gref and https://www.globe.com.ph/help/mobile-internet/fup or Annex "1-A" below.

20. Representation and Warranties

a. Each Party represents and warrants that:

i. it possesses the power and authority to enter into this Agreement;
ii. the signatory is duly authorized to execute and that the terms and conditions of this Agreement shall be binding upon the Customer.

b. Service Provider:

i. Service Provider shall endeavor to provide the Services reasonably in accordance with industry standards.
ii. Service Provider does not warrant that the Services shall be interrupted or error-free. The use of the Services, any information available and/or accessed to the Services and any security features provided for the Services shall be at Customer's sole risk. Service Provider disclaims all warranties, either expressed or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose, or non-infringement.
iii. Service Provider is not responsible for loss of data. The Services are not intended to be the sole back-up location for any data. The Customer is responsible for backing up its own data files to a location other than the Service. The Customer agrees that this Service comes with no warranty and is on an "AS IS" and "AS AVAILABLE" basis only. The Customer assumes all the risks associated with accepting the Services.

c. Customer:

i. Customer represents and warrants that it is a duly registered corporation, compliant with the applicable laws, rules and regulations issued by the government regulatory agencies, including but not limited to compliance with VAS regulations. The system configuration shall be in accordance with the laws, rules and regulations, and that there shall be appropriate use of the Service in accordance with the data given during scoping, where applicable;
ii. Customer represents and warrants that all information stated in its Application for the Service and the supporting documents provided to the Service Provider are true and correct. Customer authorizes Service Provider to verify such information. Any inaccuracy, falsehood, incompleteness or incorrect information provided by the Customer may result in the immediate disconnection, suspension or termination of the Service or Agreement with notice by Service Provider;
iii. Customer represents and warrants that it has not represented to any third party that Service Provider has made any warranty or representation of any kind with respect to the Service/s;
iv. Customer represents and warrants that the Service shall be used for legal purposes in accordance with this Agreement;
v. Customer represents and warrants that it shall not ascribe to the Service Provider or its affiliate/s to be a telecommunication service provider;
vi. Customer shall fully disclose to Service Provider the use or purpose of the Service, including desired Service configuration, but shall not be required to disclose Customer's business related data and information except if otherwise mandated by the law, court or government agency/ies, where applicable.

CONFIDENTIAL – PROPRIETARY
Unauthorized disclosure internally or externally is prohibited

OKAY TO USE

d. Service Provider relies on the representation and warranties above and breach thereof shall constitute grounds for termination. Service Provider reserves its right to terminate with immediate effect should there be a violation of any of the above warranties.

e. The Customer shall hold Service Provider and its affiliate/s free and harmless, and indemnify Service Provider and its affiliate/s for any liability or damage arising from Customer, its director's, officer's, employee's and assign's breach of any of the foregoing representations and warranties, breach of its obligation, gross negligence, violation of the law, death, injury to persons, damage to property, infringement of intellectual property rights, breach of data privacy, breach of confidentiality.

21. Assignment or Transfer of Service

a. Neither Party shall sub-contract, assign, transfer or otherwise dispose of its rights and/or obligations under this Agreement or share in the use and benefits of this Agreement or mortgage the Service Provider-owned CPE without the prior written consent of the other Party, except that:

i. The Service Provider may sub-contract the rendition of certain segments or components of the Service.
ii. Where the Parties agree, the Service Provider may engage a third party to provide a component of the Service.
iii. A Party may assign to its Affiliate provided that the assignee Affiliate has agreed in writing to be bound by the terms of the Agreement or Order Form (where applicable); and (b) the assigning Party remains liable for obligations under the assigned agreement.
iv. Except as provided above, any purported sub-contract, assignment, transfer or disposition of the whole Agreement or any part thereof without such prior consent shall be void and of no effect. The other Party shall not unreasonably withhold such consent in all instances that its consent is required.
v. The Customer may secure Service Provider's written consent to assign or transfer its rights and obligations under this Agreement by accomplishing and submitting the Transfer of Ownership (TROW) Form request or Novation Agreement together with the required supporting documents through bizsupport@globe.com.ph.
vi. In the event Service Provider discovers that Customer has procured or caused any of the activities stated in this Section without Service Provider's written consent, Service Provider reserves the right to immediately terminate the Service without any obligation whatsoever to provide Service to Customer's transferee or mortgagee, or honor any agreement between Customer and its transferee or mortgagee. Customer shall indemnify Service Provider for all sums which it may be held liable by virtue of its refusal to render the Service to the unauthorized transferee or mortgagee.
vii. Service Provider may impose such terms and conditions as it may deem fit, including the terms and conditions of this Agreement, for the re-connection or continuation of the Service to Customer's transferee.
viii. The Customer shall continue to be liable for all charges incurred until the Service Provider has approved the TROW Form request or Novation Agreement for the transfer.

22. Definition of Terms

a. Acceptable Use Policy (AUP) or Fair Use Policy (FUP) refers to guidelines, conditions and practices the Customers or users must agree to for accessing networks, the internet, or digital resource. It acts as a code of conduct to prevent security breaches, misuse of technology, abuse or illegal use of the network/solution/technology.

b. Acceptance Date corresponds to Service Commencement Date as defined in the Service Agreement.

c. Affiliate refers to a corporation that directly or indirectly, through one or more intermediaries, is controlled by, or is under the common control of another corporation to the extent that the controlling corporation owns more than fifty percent (50%) of the controlled corporation's equity.

d. Application refers to a Customer's request to be provided Service as specifically provided for in the relevant Service Agreement.

e. Billing Instruction refers to the billing address and the Customer's contact person for billing-related concerns.

f. Core Service refers to the services provided by Globe Telecom, Inc. or Innove Communications, Inc. in its capacity as a Service Provider, including but not limited to mobile telecommunication services, data connectivity, voice, fixed and/or wired services.

g. Customer refers to the corporate entity indicated in the Service Agreement.

h. Customer Maintenance Requests – as applicable, refers to the maintenance requests initiated by the Customer.

i. Customer Premise Equipment (CPE) refers to additional or ancillary equipment which may include but not limited to Network Interface Device (NID), routers, switches and other equipment. In the absence of any description to the contrary, CPEs are Service Provider supplied which is ancillary to or forming part of the Service which is subject to proper care and use while subscribing to the Service. In this case, upon the expiration of the Term of the Service, it shall be retrieved by the Service Provider.

j. Days where used in this Agreement mean calendar days, except where the context states otherwise.

k. Effective Date refers to the latter date that the Agreement has been signed by both parties. Notwithstanding the foregoing, if the Agreement is signed by the Customer manually, the Effective Date shall be the date reckoned upon the Service Provider's final completion of the Docusign process.

l. Emergency Activities means unplanned work or maintenance activity initiated by the Service Provider that needs immediate action to rectify a critical failure of the infrastructure or equipment. The Customer shall be notified within twenty-four (24) hours via email prior to execution.

m. Force Majeure or Fortuitous Event refers to any unforeseen circumstance beyond the control of the Parties that directly prevents either of the Parties from performing their obligations under the Agreement, including but not limited to: i. war and other hostilities, (whether war be declared or not), invasion, act of terrorism and act of foreign enemies, ii. ionizing radiation or contamination by radio-activity from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear components thereof, iii. riot, rebellion, revolution, insurrection and civil war, iv. cable or submarine cut, or v. a natural calamity and other acts of God. Provided that, for the avoidance of doubt, the following are not Force Majeure events: i. flooding, unless severe storm or flood where the relevant area is placed under a state of calamity by the relevant government authority, ii. fire, iii. labor disputes, and iv. Explosion and such other analogous circumstances which are beyond control of the Service Provider.

n. Initial Contract Period or Minimum Subscription Period (MSP) is the first subscription period for a Service during which a Customer must remain a subscriber to the Service, as indicated in the Order Form of the relevant Service Agreement.

o. Order Form refers to the order form of the Service Agreement containing Customer's account and subscription details for a particular Service.

p. Planned Activities means planned work or maintenance activity initiated by the Service Provider that does not require immediate action on the infrastructure or equipment and has no

CONFIDENTIAL – PROPRIETARY
Unauthorized disclosure internally or externally is prohibited

OKAY TO USE

immediate impact to the Customer circuits. The Customer shall be provided with at least fourteen (14) calendar day notice via email prior to execution.

q. Point of Interconnection (POI) refers to a physical location or point of interconnection that connects all users or offices to either a private corporate network or the internet.

r. Service shall refer to a Service rendered by a Service Provider, and the term "Services" shall refer to more than one Service availed of by the Customer. It may also contemplate a combination of Core and Non-Core Services.

s. Service Agreement or Agreement refers to this Service Agreement/, which contains the General Terms and Conditions, Specific Terms and Conditions, Supplemental Agreement (should there be any amendments to the Service Agreement) and the Order Form.

t. Service Commencement Date shall be as defined in Section 23(c) (Term) of this Service Agreement.

u. Service Provider shall refer to Globe or Innove for Core Service, and in the case of Non-Core Service shall refer to the accredited partner of Globe or Innove who owns and provides the Service.

v. Service Specific Terms and Conditions refers to the specific terms and conditions stated in the Service Agreement of a particular Service.

w. Supplemental Agreement shall contain the negotiated terms of the Service Agreement which the Parties agree to modify and shall prevail over the Service Agreement and will be subject to the Order of Precedence.

x. Urgent Activities means planned work or maintenance activity initiated by the Service Provider that requires immediate action on the infrastructure or equipment and has impact on some or majority of the Customer circuits if it is not immediately attended to. The Customer shall be provided with at least three (3) calendar day notice via email prior to execution.

23. Term

a. Unless mutually agreed in the Order Form, the Term shall be for a continuous period of twenty four (24) months (MSP or Initial Contract Period) if the Service is with Device or six (6) months if the Service is without Device/SIM only, and yearly automatic renewal (Renewal Contract Period).

b. Contract Effectivity Date shall commence when both Parties have signed the Service Agreement and shall continue to be in effect in accordance with the Term defined in the Order Form. If the Service Agreement is signed by the Customer manually, the Contract Effectivity Date is not when the last signature was made but the date reckoned upon the Service Provider's final completion of the DocuSign process. The Term is reckoned from the Contract Effectivity Date when these terms and conditions between Customer and Service Provider become binding between Parties, unless earlier used by the Customer and subject to payment of relevant fees.

c. Upon the Contract Effectivity Date, the Parties shall be bound by the terms and conditions subject to the completion of the activities essential for the Service Commencement Date/Service Activation Date when the Customer will commence to pay the relevant fees and expenses set forth in this Agreement.

d. Service Commencement Date shall be the commencement of the billing also alternatively referred to as the Billing Commencement Date (Service Commencement Date) when Customer is deemed obligated to pay as stated on Order Form. The Service Commencement Date is the earlier of: i) activation; ii) date of acceptance; iii) Ready for Service date (RFS); iv) date agreed by the parties, or v) upon commercial use of Service; for which the applicable reference shall be further specified in the Order Form.

CONFIDENTIAL – PROPRIETARY
Unauthorized disclosure internally or externally is prohibited

OKAY TO USE

e. The Parties shall commence good faith negotiations for the renewal or extension of this Agreement **not less than thirty (30) days prior to its expiration**, with the objective of agreeing on the applicable commercial terms, scope of services, and other terms for the succeeding period. Any renewal or extension shall be subject to the Parties' mutual written agreement.

24. Venue of Action

The venue of any action arising out of or based on this Agreement shall be in the proper courts of Mandaluyong City to the exclusion of all other courts.

25. Authorized Representatives, Authorized Signatory/ies, Notice

a. The Customer shall designate in the Order Form their authorized representatives and authorized signatory/ies for the Service. Transactions shall be valid and binding on Customer and Service Provider that relies on the representations of any person who ostensibly represents an authorized person or the Customer, if authorized by, and if the Agreement is executed by, their respective authorized signatories. Customer shall indemnify Service Provider for any liability, suit or damage which the Service Provider may be made liable for or suffer due to any transaction authorized by its authorized signatory/ies. The Customer shall, in all Order Forms, Agreement and other pertinent documents supply true, correct and complete information.

   Customer shall provide any update on the Customer's authorized representative.

b. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly sent (i) if sent via electronic mail, or (ii) if delivered by hand and receipted for by the Party to whom said notice or other communication shall have been directed, or (iii) mailed by certified or registered mail with postage prepaid, on the seventh (7th) business day after the date on which it is so mailed:

   If to the Service Provider –

   Globe Telecom, Inc.
   32nd Street corner 7th Avenue
   Bonifacio Global City
   Taguig City, Philippines

   Addressed to: VP - B2B
   Attention: Customer Relationship Manager named in the Order Form
   Cc: Legal Department (28th Floor, The Globe Tower)

   If to Customer: it shall be the name of the Customer or the Single Point of Contact (SPOC) as reflected in the Order Form.

CONFIDENTIAL – PROPRIETARY
Unauthorized disclosure internally or externally is prohibited

OKAY TO USE

ANNEX "1-A"
ACCEPTABLE USE POLICY

https://www.globe.com.ph/fup#gref

https://www.globe.com.ph/help/mobile-internet/fup

CONFIDENTIAL – PROPRIETARY
Unauthorized disclosure internally or externally is prohibited

OKAY TO USE

ANNEX "1-B"
SERVICE DESCRIPTION, DETAILED SCOPE, RESPONSIBILITY MATRIX, TECHNICAL DETAILS/SOLUTION SUMMARY (WHERE APPLICABLE) AND ACCEPTANCE PARAMETERS (WHERE APPLICABLE)

1. SERVICE DESCRIPTION

Globe Business' Mobile Service is designed to provide businesses with reliable, scalable, and effective mobile communication solutions. It is tailored to support your business operations with the help of the network's sizable footprint across the country. Through this service, Globe Business aims to help you ensure your team stays connected, productive, and efficient. Our mobile plans include a combination of mobile data allowances, unlimited calls and texts to all networks, and unlimited landline calls. Data boosters and international roaming services are also available as add-ons. Should the Customer require another Service, Globe may offer such other services in the future apart from the table below.

The Customer can choose from any of the following Service Plans or variants or descriptions which shall be provided in the relevant Order Form:

Plan	Service Description Per Specific Service Plan
GPlan Plus Biz	● SIM only plan; ● Powered by a 5G-enabled SIM card; ● Comes with unli all-net texts, unli all-net calls to mobile and landline, and mobile data.
GPlan Biz	● Plan with Device; ● Powered by a 5G-enabled SIM card; ● Comes with unli all-net texts, unli all-net calls to mobile and landline, and mobile data.
GPlan Plus Biz All Data	● SIM only plan; ● Powered by a 5G-enabled SIM card; ● Comes with a bigger mobile data allocation but no bulk inclusion of texts, calls to mobile and landline; ● Texts and call services shall be automatically charged on top of Customers' MRF.
GPlan Biz All Data	● Plan with Device; ● Powered by a 5G-enabled SIM card; ● Comes with a bigger mobile data allocation but no bulk inclusion of texts, calls to mobile and landline; ● Texts and call services shall be automatically charged on top of Customers' MRF.

a. Pay-Per-Use (PPU) charging shall apply for data usage on top of the plan allocation, i.e. Php 2.00 per MB;
b. With an Anti-Bill Shock amount of Php1,500.00.

2. DEFINITION OF TERMS

a. Unless the context otherwise indicates, the following terms shall have the meaning set forth herein:

i. "Add-On Service(s)" refers to additional service(s) availed of by Customer that is on top of the inclusions of the chosen plan and billed on top of the MRF at the current billing cycle:

CONFIDENTIAL – PROPRIETARY
Unauthorized disclosure internally or externally is prohibited

OKAY TO USE

- "Recurring Add-on Service(s)" refers to additional services availed of by the Customer that is automatically renewed every thirty (30) days unless the Customer opts-out of the Add-On Service;
- "One Time Add-on Service(s)" refers to additional services availed of by the Customer that will be provisioned one time and will expire based on stated offer validity.

ii. "Administration Fees and Other Charges" refers to the fees and charges that may be charged by the Service Provider such as, but not limited to, administration fees, suspension fees, cancellation fees, late payment fees, reconnection or reactivation fees.
iii. "Assignee" is the Customer's authorized end user of the Service.
iv. "Authorized Signatory" refers to the person duly authorized by the Customer to sign the Order Form and to name or replace the SPOC.
v. "Bulk Service" refers to an Add-On Service with a definite validity or volume.
vi. "Bundled Device" refers to the handset or the Device that is provided by the Service Provider to the Customer for the latter to access the Service, the partial or full purchase price of which is included in the MRF.
vii. "Cash Out" refers to the amount required from the Customer to avail of the chosen Device of a certain plan.
viii. "Customer" refers to the entity named in the Order Form as the party who will avail of the Service.
ix. "DBP" means Device Base Price or the cost of the Device purchased from Globe.
x. "Device" is the collective term for Bundled Device and Purchased Device.
xi. "Device Amortization" refers to the Device Cash Out of the chosen plan divided by the number of MSP and charged on top of the plan's MRF.
xii. "Downgrade Fee" refers to the amount that will be paid by Customer if Customer downgrades the Service within the MSP.
xiii. "Globe Business Customer" refers to the Service Provider customer classified under the B2B Group of the Service Provider.
xiv. "Globe Business Customer Support" refers to the dedicated customer service for Globe Business Customers.
xv. "IMEI" means International Mobile Equipment Identity used to identify a Device.
xvi. "Line" refers to a Service subscription identified by the mobile number.
xvii. "MRF" means Monthly Recurring Fee which is the minimum regular monthly fee paid by the Customer to the Service Provider for the privilege to use the Service.
xviii. "MSP" means Minimum Subscription Period which is the minimum period stated in the Order Form during which Customer is required to maintain the subscription to the Service, otherwise Customer shall be liable to pay the applicable transfer fee, assignment fee, cancellation fee, Pre-Termination Fee or Downgrade Fee should the subscription be transferred, assigned, canceled, terminated or downgraded within such period.
xix. "NTC" refers to the National Telecommunications Commission.
xx. "Order Form" refers to the form required to be accomplished by the Customer in order to avail of the Service.
xxi. "Party" refers to either the Service Provider or Customer. "Parties" refer to both the Service Provider and Customer.
xxii. "Penalty Fee" refers to the fine imposed for not completing the MSP.
xxiii. "Pre-Termination Fee" refers to the amount that will be paid by Customer if Customer terminates the Service within the MSP.
xxiv. "Purchased Device" refers to the handset or the Device that is provided by the Service Provider to the Customer for the latter to access the Service, the purchase price of which is not included in the MRF but billed separately in the invoice.
xxv. "Redirected" refers to the status of the Service when outgoing services (i.e., outgoing calls, SMS, internet access) are not allowed but incoming services such as incoming calls and receiving of SMS are allowed.
xxvi. "Roaming Partner" refers to the foreign mobile telephone network service provider with whom the Service Provider has an existing international roaming agreement whereby the Service Provider Customers are allowed to avail of the international roaming service using the network of such foreign mobile telephone network service provider.
xxvii. "Service" refers to the postpaid mobile telecommunication services of the Service Provider consisting of texts, wireless voice and wireless data services including VAS.
xxviii. "Service Provider" refers to Globe Telecom, Inc.
xxix. "SIM" means Subscriber Identity Module.

CONFIDENTIAL – PROPRIETARY
Unauthorized disclosure internally or externally is prohibited

OKAY TO USE

xxx. "Single Point of Contact" or "SPOC" refers to the person authorized by the Customer to transact with the Service Provider concerning all matters relating to the Service after the execution of this Agreement including additional Service requirements.

xxxi. "Temporarily Disconnected" refers to the status of the Service when both incoming and outgoing services are not allowed.

xxxii. "Unpaid Monthly Installment" refers to the portion of the Cash Out that has not been paid by the Customer in case of installment arrangement.

xxxiii. "Usage Charges" refers to the charges for use of Service not covered by the MRF.

xxxiv. "Value Added Service" or "VAS" refers to services other than texts, wireless voice and wireless data services.

3. OBLIGATIONS OF THE PARTIES

a. Obligation of the Service Provider. The Service Provider shall:
i. Provide the Service to the Customer in accordance with the specifications or Service description outlined in Annex "1-B";
i. Perform billing (such as invoicing to Customer) and collection functions;
ii. Provide the Customer with reasonable advance notice of any material changes to the Service or to this Agreement, and shall work with the Customer to minimize any disruptions or adverse impacts resulting from such changes; and
iv. Comply with Republic Act No. 11202 otherwise known as the "Mobile Number Portability Act", when applicable.

b. Obligation of Customer. Customer shall:
i. Adhere to the covenants under the Service Provider's Acceptable Use Policy (AUP) or Fair Use Policy (FUP) found in Section 19 above, the Anti-Online Sexual Abuse or Exploitation of Children (OSAEC) and Anti-Child Sexual Abuse or Exploitation Materials (CSAEM) Act, and comply with applicable laws, rules and regulations including those that may be enacted in the future;
ii. Pay all fees and charges associated with the Service as outlined in the Order Form or in this Agreement;
iii. Comply with all terms and conditions outlined in this Agreement;
iv. Not use the Service for any unlawful, fraudulent, or unauthorized purposes. This includes but not limited to the transmission of any content that violates applicable laws or infringes upon the rights of others; and

c. Promptly notify the Service Provider of any issues, disruptions, or concerns related to the Service, and cooperate in resolving any such issues in a timely manner.

4. SIM CARD

a. To be able to access the network of the Service Provider and use the Service, the Service Provider shall issue to the Customer a SIM card.

b. The Customer shall be responsible for the SIM card upon its delivery to it. The Customer shall keep the SIM card in good condition, fair wear and tear excepted. Customer shall bear the loss of the SIM card and in case of such loss, it is incumbent upon Customer to obtain a replacement SIM card from the Service Provider in order that it may continue to access the Service. Damage to or loss of the SIM is not a valid ground for Customer not to pay the MRF and other charges. Neither is it a valid ground for termination of the Service without Pre-Termination Fee if such loss or damage occurs within the MSP.

c. The Customer shall be responsible for the security of the SIM card that will be provided by the Service Provider All access to the Service made through the use of the SIM card shall be presumed made or authorized by Customer, hence, all the charges for such use shall be paid by Customer except for use after the loss of the SIM card has been immediately reported to and acknowledged by Globe Business Customer Support.

5. DEVICE

CONFIDENTIAL – PROPRIETARY
Unauthorized disclosure internally or externally is prohibited

OKAY TO USE

a. The necessary Device for accessing the Service may be a Bundled Device, Purchased Device or obtained by Customer from other sources.

b. By accepting the Device delivered to Customer, Customer confirms that it has inspected the Device and found the same in good order and working condition. Specifically, Customer confirms that -
   i. the Device and its accessories, i.e., battery, charger, etc., are new and original;
   ii. there is a manufacturer's warranty seal, which is not defaced or altered;
   iii. the Device is free from dents and scratches;
   iv. the Device and its accessories have no apparent defect; and
   v. screen shows a clear display.

c. In the event of a Device with factory defect –
   i. If factory defect is discovered within seven (7) days from date of delivery, the defective Device will be replaced by the Service Provider provided that the defect is reported to the Globe Business Customer Support within seven (7) days from delivery to the SPOC and the defective Device, together with all its accessories and original packaging, is ready for pick up at the appointed date and time set by the Service Provider;
   ii. If the factory defect is discovered beyond seven (7) days from date of delivery, and subject to the manufacturer's warranty - Customer shall bring the defective Device to the authorized Service Center for repair;
   iii. There may be charges if defects are not covered by warranty;
   iv. The replacement Device shall be subject to the seven (7)-day replacement policy.

d. the Service Provider reserves the right to deny a request for replacement in any of the following instances:
   i. The Device has been subjected to abnormal or negligent use; improper storage; exposure to moisture or dampness, excessive temperature or abnormal environmental conditions; unauthorized modifications, connections, or repair;
   ii. The Device's serial number, accessory date code, IMEI, or manufacturer's warranty seal has been removed, defaced or altered;
   iii. the Service Provider's SIM lock has been tampered;
   iv. The original manufacturer's battery or other accessories are incomplete or have been replaced;
   v. There are visible dents, scratches, markings or signs indicating that the Device was dropped;
   vi. The Device's electronic IMEI is not the same as the IMEI on the transceiver label; or
   vii. Any other instance showing that the Device's flaw is not a factory defect.

e. The Customer shall be responsible for the Device upon its delivery to it. The Customer shall keep the Device in good condition, fair wear and tear excepted. Customer shall bear the loss of the Device, hence, the damage to or loss of Device is not a valid ground for Customer not to pay the MRF and other charges. Neither is it a valid ground for termination of the Service without Pre-Termination Fee if such loss or damage occurs within the MSP. In the event of damage to or loss of the Device, it is incumbent upon Customer to have such Device repaired or to obtain another Device in order that it may continue to access the Service.

f. Subject to Sections 5(c) and 5(d) (Device) and the manufacturer's warranty, in the event of damage to or loss of the Device, the Service Provider has no obligation to repair or replace the damaged Device if the same is caused by vandalism, accident, Customer's own fault or negligence or that of a third person, fire, theft or robbery, or force majeure. In the event of damage or loss of the Device, Customer shall remain liable to pay the MRF without any deduction on account of the damage to or loss of the Device. Likewise, the Customer shall remain liable to pay the price of the Purchased Device.

g. In the event of Device/SIM loss, the Customer should immediately notify Globe Business through its 24x7 Globe Business Hotline at (02) 730-1288. In the event of such loss, the Service Provider will temporarily disconnect the Service upon request of the Customer and re-connect the same also upon request of Customer. The Customer shall pay for all usage charges prior to the time that the loss is reported to the Service Provider. Moreover, the Customer remains liable to pay the MRF during the period of temporary disconnection.

CONFIDENTIAL – PROPRIETARY
Unauthorized disclosure internally or externally is prohibited

OKAY TO USE

h. It is the obligation of the Customer to thoroughly know the specifications, features, and capabilities of the Device. Hence, all usages emanating from the use of the Device whether or not actively or consciously known by the Customer is billable and shall be paid for by the Customer.

i. The Service Provider has no obligation to repair or replace a damaged Device outside the manufacturer's warranty.

6. TELEPHONE NUMBERS

a. Randomly assigned mobile numbers for mobile follow the numbering plan assigned by the NTC. Subject to the provisions of the Mobile Number Portability Act, the Service Provider retains ownership over these numbers and thus, have the right to change and re-allocate any telephone number assigned to Customer at any time without incurring any liability for any loss or inconvenience on the part of Customer arising from such change or re-allocation.

b. Upon termination of the Service, and subject to the Mobile Number Portability Act, the Service Provider may assign to another Customer the telephone number previously assigned to Customer, hence, it is incumbent upon Customer to notify its contacts of such termination.

c. Any requests for number porting shall be in accordance with the Mobile Number Portability Act, and subject to the Service Provider's approval to ensure that all outstanding obligations of the Customer shall be complied with prior to number porting. All existing services related to the Customer's mobile number shall no longer be available or shall be forfeited once ported.

7. PACKS AND ADD-ON SERVICES

a. Subject to Customer's Spending Limit, the Customer may choose from any of the available Packs and Add-On Service/s:

i. Additional data promo;

ii. International call and texts;

iii. International roaming service;

iv. Content subscription;

v. VAS;

vi. Share-A-Load Service;

vii. Etc.

b. The Customer may avail the Add-On Service/s by filing a request through any of the Service Provider official channels, such as but not limited to the following: email (bizsupport@globe.com.ph) and Globe Business Customer Relationship Manager (CRM).

c. If the Customer avails of a Recurring Add-On Service, the availment shall automatically renew every thirty (30) days unless the Customer opts-out of the said Service by filing a request through any of the Service Provider official channels set forth in Section 7(a) (Packs and Add-on Services) above. Notwithstanding the foregoing provision, the Customer shall not receive any refund or rebate of the monthly fee(s) incurred for the unused Recurring Add-on Service(s) opted-out regardless of opt out date.

d. If Customer avails of a One-Time Add-On Service, the availment shall expire based on the promo validity and shall not automatically renew. Should Customer wish to avail the One-Time Add-On Service again, the Customer shall file a request through any of the Globe official channels set forth in Section 7(a) (Packs and Add-on Services) above.

CONFIDENTIAL – PROPRIETARY
Unauthorized disclosure internally or externally is prohibited

OKAY TO USE

e. The availment of a combination of add-ons is allowed as long as within the Customer's Spending Limit.

f. The Customer may change, add or cancel the Add-On Service(s) subscribed to through the Service Provider official channels set forth in Section 7(a) (Packs and Add-on Services) above. If the change in the Add-On Service(s) takes effect between bill periods, corresponding charges shall be prorated except for selected Add-On Service(s) which are billed in full.

g. The approval of any application or request for a change in any Add-On Service(s) shall be at the sole discretion of the Service Provider.

h. Each Add-On Service(s) has a corresponding MRF. Services that are not covered by the Add-On Service(s) subscribed to shall be billed on a "pay-per-use" basis in accordance with the applicable rates.

8. PLANS

a. GPlan BIZ refers to a Service subscription consisting of the Customer's chosen Device and a choice from the following:

i. GPlan BIZ with Call, Text and Data – It comes with unli all-net texts, unli all-net calls to mobile and landline, and mobile data;
ii. GPlan BIZ with All Data - It comes with a bigger mobile data allowance but no inclusion of calls, texts or landline calls.

- If the Customer calls or texts any network, whether on a promo subscription or pay-per-use, it shall be automatically charged on top of its MRF for the current billing cycle.

iii. The Customer agrees that:

- Subject to the full payment of the Pre-Termination Fee (the formula of which is also set forth in the Order Form), as well as all outstanding and historical balances, the Customer may transfer, assign, cancel, terminate or downgrade its plan:

Pre-Termination Fee = Device Penalty Fee + Unpaid Monthly Cash Out Installments + Five Hundred Fifty Pesos (Php550.00) Administration Fee

Where:

$$\text{Device Penalty Fee} = \frac{\text{DBP} - \text{Cash Out}}{\text{Total MSP (in months)}} \times \text{Remaining MSP (in months)}$$

- Should Customer decide to avail a Device Amortization of the GPlan BIZ, the amortized cost of the Device shall be billed on top of the plan. Amortization schedule of the Device shall follow the MSP.

b. GPlan Plus BIZ refers to a line-only Service subscription consisting of the Customer's choice from the following:

i. GPlan Plus BIZ Sim-Only with Call, Text and Data – It comes with unli all-net texts, unli all-net calls to mobile and landline, and mobile data;
ii. GPlan Plus BIZ Sim-Only with All Data - It comes with a bigger mobile data allowance but no inclusion of calls, texts or landline calls.

- If the Customer calls or texts any network, whether on a promo subscription or pay-per-use, it shall be automatically charged on top of its MRF for the current billing cycle.

iii. The Customer agrees that:

- Subject to full payment of Pre-Termination Fee (which is also set forth in the Order Form), Two Thousand Pesos (Php2,000.00) pre-termination fee, Five Hundred Fifty Pesos (Php550.00)

CONFIDENTIAL – PROPRIETARY
Unauthorized disclosure internally or externally is prohibited

OKAY TO USE

Administration Fee, as well as all outstanding and historical balances, Customer may transfer, assign, cancel, terminate or downgrade its plan.

- If the Customer decides to avail of a Device while subscribed under GPlan Plus BIZ, the Customer shall pay all the fees set forth in Section 10.2.1(i) (Plans) above prior to Device availment. Change of plan from GPlan Plus BIZ to GPlan BIZ shall take effect in the next billing cycle and with a new MSP prescribed by Globe.

c. If an SMS, call, mobile browsing promo is availed of, charges for the promo shall be billed on top of the MRF. Promo refers to a special offer available for a limited period only.

d. These plans exclude international roaming service, IDD Calls, ISMS, VAS (e.g., ringtone, ring back tone), Share-A-Load Service, and other content services. These shall be charged additional corresponding fees on top of the MRF.

9. SPECIAL PROMOTIONS

a. The Service Provider may offer special promotions from time to time. The terms and conditions applicable to such special promotions shall apply during the promotion period. Upon the lapse of the promotion period, the application of the terms of conditions of this Agreement shall be resumed.

b. Customer acknowledges that there may be some special promotions advertised by the Service Provider that may not be availed of by Customer because said special promotions are not available to B2B Customers.

10. MSP

a. The Customer acknowledges and agrees to the MSP of the relevant Mobile Service availed of. During the MSP, Customer shall not transfer, assign, cancel, downgrade or terminate its subscription, otherwise, Customer shall pay the corresponding transfer fee, assignment fee, cancellation fee, Downgrade Fee or Pre-Termination Fee Administration Fee, and all outstanding and historical balances, the formula of which is set forth in Section 8 (Plans) above.

b. Upon the lapse of the MSP, this Agreement shall be renewed automatically on a month-to-month basis until a new agreement is executed by the parties or this Agreement is terminated in accordance with the provisions of this Agreement.

c. If Customer avails of the Recontracting Program with Bundled Device or Purchased Device, the new MSP shall commence on the Recontracting Service activation.

d. If Customer avails of the Recontracting Program this Agreement shall be deemed renewed and the applicable MSP shall commence on Recontracting Service activation.

11. INTERNATIONAL ROAMING SERVICE

a. When traveling abroad, the Customer may avail of the international roaming service using the SIM card through the networks of the Service Provider's Roaming Partners. The Service Provider, however, makes no representation, that the international roaming service is always available in all countries.

b. The Customer shall abide by the terms and conditions imposed by the Roaming Partner whose roaming service is availed of by the Customer while abroad.

c. Customer acknowledges that it will be billed roaming charges, in addition to the MRF and/or the usual charges for both incoming and outgoing calls, outgoing SMS (and incoming SMS for some Roaming Partners), internet access, VAS, and such other services that may be availed of by Customer through the Roaming Partner's network. Roaming rates vary and are subject to change without notice at the discretion of the Roaming Partner, hence, it

CONFIDENTIAL – PROPRIETARY
Unauthorized disclosure internally or externally is prohibited

OKAY TO USE

is incumbent upon the Customer to inquire from the Service Provider about the charging principle of the Roaming Partners in Customer's country of destination.

d. The Service Provider has the option to immediately suspend the international roaming service without notice and without liability to Customer -

i. when Customer exceeds its Credit Limit;
ii. when there is an unusual surge in calls, SMS, VAS or internet or data usage of the Customer's Line;
iii. when Globe reasonably suspects that the Service is being used to commit fraud;
iv. when requested by the Roaming Partner; or
v. when there are circumstances necessitating the suspension of the international roaming service.

e. In case of loss of the SIM card and/or Device while roaming, the Customer should immediately report such a fact by calling collect (operator-assisted) the Globe Roaming Support Hotline at +632 7301212. IDD charges to other numbers and hotel call charges or surcharges that may arise in making such operator assisted calls, shall be shouldered by Customer. Customer shall be liable for all the charges arising from all usage up to and until Customer has reported the loss.

12. AFTER–SALES SERVICE

a. After-Sales Team – Complementing the personalized service of the Service Provider's Customer Relationship Manager to Customer is an After-Sales Team whom Customer can coordinate with for its after-sales concerns such as, but not limited to the following:
i. Report of Lost SIM card;
ii. Change of Account Assignee;
iii. Change of Email Address;
iv. Change of Mobile Number;
v. Change or Modification of Subscription Plan/ Pack;
vi. Subscription to Add-Ons (SPOC approved);
vii. IDD Activation or Deactivation;
viii. International Roaming Activation/ De-Activation;
ix. Request for Temporary Disconnection;
x. Reconnection of a Call Redirected / Temporarily Disconnected Account;
xi. Request for Pin Unblocking Key (PUK);
xii. Report of Lost and/or Found Phone/SIM;
xiii. Increase/Reduction of Spending Limit;
xiv. SIM Card Replacement;
xv. Billing Concerns;
xvi. Unit Replacement (subject to the rule on seven [7]-day replacement).

b. Only the SPOC or Authorized Signatory is authorized to transact the after sales services listed above.

c. If the SPOC will be changed, the Authorized Signatory should notify the Service Provider in writing of the fact that the SPOC has been changed and the name of the new SPOC. Otherwise, the Service Provider shall not be liable for any loss or damage that may be suffered by Customer arising from the acts of the SPOC on record in the event that such SPOC's authority has been revoked by Customer.

d. Notice of change of SPOC from the Authorized Signatory should be sent to Globe Business Customer Support by email (using the Authorized Signatory's e-mail address on record with the Service Provider) to bizsupport@globe.com.ph. The scanned copy of the written notice signed by the Authorized Signatory must be attached to the email.

13. FEES AND CHARGES

a. Upon activation of the Service, the Customer will be charged the applicable MRF and the applicable charges for the use of the Service that is not covered by the MRF.

CONFIDENTIAL – PROPRIETARY
Unauthorized disclosure internally or externally is prohibited

OKAY TO USE

b. In addition to the MRF, the Service Provider may charge Customer an Administration Fee and other similar charges, which may include suspension fees, cancellation fees, late payment fees, reconnection or reactivation fees, downgrade fee, transfer fee, Pre-Termination Fee, service modification fee for any modification related to the Service such as change of telephone number, and such other applicable fees or charges as may be determined by the Service Provider.

14. SPENDING LIMIT

a. "Spending Limit" is the maximum amount that the Customer may be allowed to spend on top of the MRF for each Line.

b. The Service Provider shall assign to the Customer a Spending Limit the determination of which shall be at the Service Provider's sole discretion.

c. The Service Provider has the option to deactivate all outgoing calls, texts and mobile internet when the Spending Limit is reached.

d. A Customer may request for automatic Spending Limit Barring for outgoing calls, texts and mobile internet.

e. A Customer may request that its Spending Limit be increased or decreased but the approval of such request shall be at the sole discretion of the Service Provider.

f. It is incumbent upon the Customer to monitor its usage in order to avoid exceeding the Spending Limit.

g. The Customer shall be liable to pay all charges for the Service, including those in excess of its Spending Limit.

h. The Service Provider reserves the sole right to review the criteria for the increase or decrease of Customer's spending limit and approve or disapprove any such request subject to existing terms and conditions. The Service Provider may also proactively increase Customer's Spending Limit and notify Customer of such increase. If Customer does not concur to its new Spending Limit, Customer shall inform the Service Provider within the period of time specified in the notification. Customer's failure to advise the Service Provider within the specified period shall be deemed as acceptance of the new Spending Limit.

15. ROHIBITED ACTS OF THE CUSTOMER

a. In addition to non-payment, the Service Provider may immediately suspend or terminate the Service or Agreement without prior notice and liability if it detects that the Service, SIM or Device is being used –

i. to commit the prohibited acts stipulated in Section 16 (Use of Service/Bypass)
ii. for any fraudulent or illegal activity, whether or not punishable by law;
iii. to infringe upon the rights of the Service Provider or any third party;
iv. to conduct spamming;
v. in a manner that adversely affects, interferes with or disrupts the use of the Service by other parties;
vi. in violation of the Service Provider's AUP or FUP;
vii. in violation of representations and warranties in this Agreement, other agreements, including but not limited to agreements relating to its VAS applications, where applicable; and
viii. for any activity that is contrary to law, morals, custom, public policy, rules or regulations.

b. Customer shall not allow the Device -

i. to be used to transmit messages in violation of the law; and
ii. to be connected to any instrument or accessory that is not allowed by the Service Provider.

c. The SIM card shall not be inserted in a Device that is intended for broadcasting, or that allow the re-selling of subscribed services to the public such as Private Automatic Branch Exchange (PABX) System, broadcaster modem, internet modem, or other analogous equipment.

16. USE OF SERVICE/BYPASS

a. Customer shall not use the Service to conduct any service such as callback, unauthorized audiotext, International Simple Resale (ISR), and other analogous services which are prohibited in the Philippines, or which operation or service constitutes a bypass defrauding the Service Provider and/or its interconnect partners of the rightful access/termination charges due them.

b. In the event that Customer uses the Service Provider's facilities and services for any illegal or unauthorized services including but not limited to those enumerated above, Customer shall immediately compensate the Service Provider an amount equivalent to the rightful access or termination charge prevailing at the time the bypass was committed for the type of traffic passed via the bypass service or practice committed by Customer to the applicable Philippine network (including without limitation, the Service Provider network, or the network of any other carrier with whom the Service Provider has an interconnect agreement and the six hundred percent (600%) penalty imposed by other carriers for breach, whether mobile or landline) plus fifty percent (50%) of such access or termination charge (the "Bypass Compensation").

c. Such Bypass Compensation shall be payable, without limitation, from the time the bypass activity was conducted by Customer until complete payment thereof by Customer, and such Bypass Compensation shall be computed from the time the bypass occurred until the actual cessation of bypass. The Service Provider shall likewise pass on, and Customer agrees to accept and immediately pay, all other claims and damages demanded by any of the Service Provider's interconnect partners who may have been affected, directly or indirectly, by the unauthorized service. This shall not be subject to any limitation of liability provided in this Agreement.

17. REDIRECTION

a. The Service Provider may redirect the Service with or without notice to Customer but without liability on the part of the Service Provider on any of the following grounds:
i. When Customer has exceeded its Spending Limit; or
ii. When the Customer fails to pay any outstanding amount on or before the due date.

b. The Customer shall remain liable to pay the MRF during the period that the Service is Redirected.

c. The redirection will be lifted by the Service Provider upon request of Customer provided that Customer has cured the cause of the redirection to the full satisfaction of the Service Provider and Customer has complied with all the requirements for such lifting, including, but not limited to, payment by the Customer of a reconnection fee.

d. Failure of the Customer to cure the cause of the redirection within the required period of time entitles the Service Provider to effect a permanent disconnection of the Service. If the permanent disconnection is effected within the MSP, Customer shall be liable to pay the applicable Pre-Termination Fee which shall be included in the invoice.

e. If Customer fails to pay, the Service Provider shall be at liberty to take any and all actions available to it under this Agreement or the law, including, but not limited to, endorsement of Customer's outstanding obligation to a collection agency.

18. TEMPORARY DISCONNECTION

a. Customer initiated -

The Customer may request for Temporary Disconnection of the Service for a maximum period of thirty (30) days. The Service Provider has the sole discretion whether or not to allow the requested Temporary Disconnection. If the Temporary Disconnection is effected within the MSP, the MSP shall be extended for the same period of Temporary Disconnection. If after thirty (30) days, no request for reconnection is made by the Customer, the Service Provider has the option to reconnect the Service.

b. the Service Provider initiated -

The Service Provider may temporarily disconnect the Service on the following grounds:

i. In the event that Customer submits erroneous documents to support the application of Service,
ii. Customer commits a material breach of any provision of this Agreement;
iii. The Service Provider reasonably suspects that Customer is committing any of the prohibited acts under Section 15 (Prohibited Acts of the Customer) and Section 16 (Use of Service/Bypass);
iv. There is an abnormally high usage of the Service by Customer;
v. Customer violates the Service Provider's Fair Use Policy;
vi. Customer suffers an insolvency event and the Service Provider reasonably believes that it is unlikely to receive payment for amount due from Customer;
vii. The Service Provider is required to suspend or terminate the Service to comply with a law, an order, instruction, request or order issued by any court, government agency or any other competent legal authority;
viii. Problems involving any of the Service Provider's suppliers, vendors or third party contractors or other circumstances exist which prevent Globe from effectively providing the Service;
ix. Repair or maintenance work on the Service Provider's network;
x. Force majeure;
xi. In the event that Globe suspects that Customer has committed a subscription fraud. i.e., submission of fake documents to support the application for Service; or
xii. Any analogous ground.

c. Temporary disconnection of the Service may result in Permanent Disconnection of the Service if Customer fails to cure, within the period specified by the Service Provider, the ground invoked by the Service Provider for the disconnection. If the termination is within the MSP, the applicable Pre-Termination Fee shall be included in the invoice.

19. TERMINATION OF SERVICE

a. Upon termination of Service, Customer is liable to immediately pay any and all outstanding MRF, fees and charges, including unpaid portion of the purchase price for the Device and Pre-Termination Fee, if any.

b. The Service Provider reserves the right to issue a supplemental billing after the termination of the Service in the event that there are fees or charges that have not been included yet in the invoices previously sent to Customer.

c. Should the Customer use the Service after the termination date of the Service, Customer shall pay the corresponding charges for such use upon demand of the Service Provider.

d. If the Service is terminated during the MSP by the Customer or by the Service Provider as a result of circumstances reasonably attributable to Customer, Customer shall be liable to pay the applicable Pre-Termination Fee.

e. Any deposit or advance payment by Customer shall be applied to any outstanding amount due to the Service Provider or to the Service Provider's subsidiaries and affiliates as of the termination date.

20. RIGHT TO INSPECT

The Service Provider, at its sole discretion, conducts inspection when so warranted under the circumstances.

21. SIM REGISTRATION

a. Customer warrants that the corporate data or requirements it has submitted and will be used by the Service Provider for its Service application is the updated corporate data or requirements which is also its SIM registration details.
b. In accordance with the process of SIM Registration, the Customer shall register their SIM or mobile number by submitting the necessary SIM Registration documents.
c. By signing this Agreement, the Customer consents to the registration of its Mobile Number or SIM pursuant to the law.

CONFIDENTIAL – PROPRIETARY
Unauthorized disclosure internally or externally is prohibited

OKAY TO USE

EXHIBIT 1 OF ANNEX 1-B
(to the Service Description and Technical Details)
SATELLITE OR DIRECT-TO-CELL SERVICE AS AN ADD-ON SERVICE TERMS AND CONDITIONS

Availability and Eligibility

Satellite or direct-to-cell services ("Satellite Services") may be made available to certain customers in specific locations using compatible devices and qualifying plans, promotions, or offers. Availability is subject to technical capability, network conditions, business policy and regulatory approvals. Satellite Services are intended for use in areas without terrestrial coverage and may not be available when a terrestrial signal is present.

Globe reserves the right to restrict, suspend, modify, or decline the provision of Satellite Services at any time where required to comply with applicable laws, government orders, regulatory requirements, international obligations, or for operational, technical, or commercial reasons.

Service Limitations

Satellite Services are provided on an "as-available" basis and may be limited, delayed, interrupted, or unavailable due to factors beyond Globe's control, including but not limited to:

1. Satellite coverage and capacity
2. Line-of-sight and environmental conditions
3. Device capabilities and configuration
4. Performance or availability of partner networks or satellite operators
5. Availability or prioritization of terrestrial network services
6. Analogous cases that are beyond the control of Globe

Compared to traditional terrestrial mobile services, Satellite Services may experience delays in connection, message delivery, or service continuity, and may not support all features or functionalities available on Globe's terrestrial network.

Globe makes no warranty or representation that Satellite Services will be available at any specific time, location, or level of performance.

Satellite Services may not support emergency communications or may experience delays or limitations in accessing emergency services. Customers acknowledge that Satellite Services are not intended to replace or serve as a substitute for terrestrial mobile services, particularly for emergency or critical communications.

To the fullest extent permitted by law, Globe disclaims any liability arising from the limitations and inability to access emergency services through Satellite Services.

Third-Party Dependencies

Satellite Services rely on infrastructure, systems, and services operated by third-party satellite providers, equipment manufacturers, and international partners over which Globe does not have full control.

Globe shall not be responsible or liable for any act, omission, failure, limitation or interruption attributable to such third parties, including the suspension, modification, or termination of partner arrangements necessary to deliver Satellite Services.

Service Changes, Suspension, or Discontinuation

Globe may modify, suspend, withdraw, or discontinue Satellite Services, in whole or in part, at any time, with or without prior notice, including changes to coverage, features, eligibility, pricing, or supported devices, subject to business policies, applicable laws and regulations.

CONFIDENTIAL – PROPRIETARY
Unauthorized disclosure internally or externally is prohibited

OKAY TO USE

*Should the Customer avail of the Satellite Service, Customer shall comply with Globe's Satellite or Direct-To-Cell Service Terms and Conditions which is made an integral part of this Agreement and found at https://www.globe.com.ph/shop/postpaid-terms or Exhibit 1 above.

CONFIDENTIAL – PROPRIETARY
Unauthorized disclosure internally or externally is prohibited

OKAY TO USE

EXHIBIT "1" OF ANNEX "1-B"
(to the Service Description, Detailed Scope, Responsibility Matrix, Technical Details/Solution Summary [where applicable] and Acceptance Parameters [where applicable])
ACCEPTANCE PARAMETERS

NOT APPLICABLE (N/A)

CONFIDENTIAL – PROPRIETARY
Unauthorized disclosure internally or externally is prohibited

OKAY TO USE

ANNEX "3"
ORDER FORM



Date: _____
__x__ Initial Order
____ Existing Customer (for other services)
____ New Customer

____ Amendment to Order
____ Upgrade
____ Downgrade

____ Renewal of Order
__ Auto Renew
__ Not Auto Renew

____ Extension of Order

____ New/Additional Order

Master Service Agreement (MSA) LCR No.: _____
Mobile Service Agreement LCR No.: _____

By executing this Order Form in relation to the:

___x___ Initial Order;
_____ Amendment to Order Form No. ____;
_____ Addendum;
_____ Renewal;
_____ Extension;
_____ Renewal with Amendment/Addendum;
_____ Extension with Amendment/Addendum;
_____ Reinstatement with Renewal/Extension/Amendment/Addendum;
_____ New/Additional Order,

for the provision of Mobile Service (the "Service") the parties—namely, Globe Telecom, Inc. ("Service Provider") and _____ ("Customer") under the Service Agreement (the "Agreement") for the Service hereby agree that this Order Form shall be governed by and construed in accordance with the terms and conditions of the Agreement, including the Master Services Agreement (MSA), if any, and shall be bound thereby.

I. SERVICE INFORMATION

A. Contract Effectivity Date and Contract Term/Minimum Subscription Period (MSP) –

1. The Effective Date and Term/MSP of the:
_____ Order
Effective Date of the Order, if submitted as a budgetary proposal while the Service Agreement is negotiated and subject to the Service Agreement, the Effective date of the Order shall from the last date that both Parties have signed the Customer Declaration and Service Provider's Declaration below where it will constitute as an award and also the award date;
_____ the Service Agreement

CONFIDENTIAL – PROPRIETARY
Unauthorized disclosure internally or externally is prohibited

OKAY TO USE

Effective Date of the Service Agreement. The Service Agreement shall be effective and binding from the last date that both Parties have signed the Service Agreement, subject to the Term/MSP herein or defined in the Service Agreement commencing from Service Commencement Date which for purposes of billing and will continue to bind Parties for the entire Term/MSP as described in I(A) paragraph 2 herein. Notwithstanding the foregoing, if the Service Agreement is signed by the Customer manually, the Effective Date shall be the date reckoned upon the Service Provider's final completion of the DocuSign process.

2. Term/MSP (from Service Commencement Date as described in Item I(A) of this Order Form [and Billing Commencement Date is defined to be reckoned from the Service Acceptance Date]):
_____from Service Activation

3. Renewal Contract Period (under the same terms and conditions of the MSP):
_____

B. Service Commencement Date for the Service:

_ On the earlier of: date of acceptance or the 8th day from turnover date if Service is accepted or deemed accepted by the Customer as stated in Section 6.a (Turn Over and Acceptance of Service) of the Service Agreement;
x Others (Pls. specify: From Service Activation)

The Service Commencement Date shall not precede the Effective Date. If the Service commences prior to the Effective Date, or if no Effective Date is specified, the Customer shall be deemed bound by its obligations under this Order Form effective as of the Service Commencement Date.

C. Technical and Commercial Details

Plan	**Inclusions**	**Bundled Device**	**Quantity**	**Monthly Recurring Fee (MRF)**	**Total MRF**	**One-Time Charge (OTC)/ Cash Out**	**Device Cash Out Type**	**Value Added Tax (VAT)**	**International Roaming Service**	**Disable Pay-Per-Use**
_____	_____	_____	_____	_____	_____	_____	_____	_____	_ Enable _ Disable	_ Voice _ SMS _ Data

1. The Customer shall pay the Service Provider the total Contract Price as reflected in the Order Form the total Contract Price in the amount of _____ **(Php_____)**.

a. Rates are in:

_ $/USD
_ PHP

b. The Service Provider reserves the right to revisit and modify the rates prior to the end of the MSP or Renewal Contract Period in cases of changed market price, extraordinary inflation or change of law and such other material change beyond the Service Provider's control.

CONFIDENTIAL – PROPRIETARY
Unauthorized disclosure internally or externally is prohibited

OKAY TO USE

c. In the event of conflict between the Agreement and this Order Form, this Order Form shall prevail in so far as the details of specifications, technical and commercial details of the Services under this Order Form are concerned.
d. Except to the extent superseded by this Supplemental Agreement/Order Form, the existing order described in the Mobile Service Agreement between Globe Telecom, Inc. and _____ dated _____ shall continue to be in full force and effect. This order form shall supersede the Amended Order Form/Order Form No. _ (Annex 2 to the Supplemental Agreement), where applicable.
e. This offer is valid for thirty (30) days from the date of this proposal. Thus, offer quoted may change after the thirty (30)-day period.
f. By signing this Order Form, Customer agrees that it shall comply with the following:

- Service Provider's Proposal above;
- Service Provider's Acceptable Use Policy (AUP) or Fair Use Policy (FUP);
- Service Provider's Service Agreement.

g. By signing this Order Form, Customer confirms its acceptance of the Service and acknowledges that it awards the Service to the Service Provider, subject to the applicable terms and conditions of the Service Agreement.
h. In accordance with the Subscriber Identity Module (SIM) Registration Act, all mobile numbers shall be registered. Hence, the Customer shall either:
_ Individually register its mobile number/s via https://new.globe.com.ph/simreg; or
_ Register in bulk, its mobile numbers via https://business-simreg.globe.com.ph/#/. To start the bulk registration process, the Customer shall provide the Service Provider with the mobile number and email address of its authorized representative. However, sole proprietorships shall not be allowed to register SIMs in bulk.
For more information on bulk registration, please visit https://glbe.co/simregfaq.
i. To ensure a smooth delivery or turnover of the Device by the Service Provider's courier, the Customer's Authorized Representative must present his original company ID. Additionally, he will need to provide a photocopy of the ID (with the picture obscured) or allow the Service Provider's courier to take a picture of his company ID (also with the picture obscured).
j. The Parties shall fill out the Assignee List Form in Exhibit "1".
k. Signing this Order Form authorizes the Service Provider to commence the preliminary activities necessary for the preparation, planning, coordination, installation, provisioning, or other activities required to facilitate delivery of the Service prior to the Service Commencement Date. Such preliminary activities shall be subject to the Service Commencement Date for the relevant service.
l. The Customer shall be bound by this Order Form and the applicable terms and conditions governing the Service, including any amendments or changes required to comply with applicable laws and regulations. The execution of a separate Service Agreement, if required by the Service Provider, shall not affect the validity of the Customer's acceptance of the Service or its obligation to comply with the applicable terms and conditions.
m. For services with special or non-standard pricing, please refer to Exhibit "2".
n. This Order Form may also be used to amend an existing Order Form.

Pre-Termination Fee:	For GPlan Plus Biz (SIM Only Plan): Pre-Termination Fee = Two Thousand Pesos (Php2,000.00) + Five Hundred Fifty Pesos (Php550.00) Administration Fee. For GPlan Biz: Pre-Termination Fee = ((DBP – Cash Out) / Total MSP in months) x Remaining MSP in months) + Unpaid Monthly Cash Out Installments + Five Hundred Fifty Pesos (Php550.00) Administration Fee. For GPlan Plus Biz All Data (SIM Only Plan): Pre-Termination Fee = Two Thousand Pesos (Php2,000.00) + Five Hundred Fifty Pesos (Php550.00) Administration Fee.

CONFIDENTIAL – PROPRIETARY
Unauthorized disclosure internally or externally is prohibited

OKAY TO USE

	For GPlan Biz All Data: Pre-Termination Fee = ((DBP – Cash Out) / Total MSP in months) x Remaining MSP in months) + Unpaid Monthly Cash Out Installments + Five Hundred Fifty Pesos (Php550.00) Administration Fee. The Customer may transfer, assign, cancel, terminate or downgrade its plan prior to the end of MSP subject to full payment of their Pre Termination Fee, as well as all outstanding and historical balances, per line.

II. CUSTOMER INFORMATION

Name:	_____
Registered Business Address:	_____
Taxpayer Identification Number (TIN):	_____
With Existing Wireless Service?	_ Yes _ No
Billing Address: **Applicable for hard copy invoice only*	_ Registered Business Address _ Installation Address **Invoice shall automatically be delivered in the other address in case of moved out/return to sender.*
Billing Type and Billing Delivery Mode (Please select one):	_ 1. Email Soft Copy of the Monthly Invoice Email Address of the required recipient: _____ _ 2. Email Soft Copy of the Monthly Billing Summary Email Address of the required recipient: _____ _ 3. Email Soft Copy of the Monthly Invoice and Billing Summary Email Address of the required recipient: _____ _ 4. Others (Pls. Specify: _____)

Authorized Signatory	Official Designation	Mobile Number	Email Address
_____	_____	_____	_____

	For Technical Related Issue	For Billing Related Issue	For General/After-Sales Related Issue
Authorized Representative:	_____	_____	_____
Official Designation:	_____	_____	_____
Mobile Number:	_____	_____	_____
Email Address:	_____	_____	_____

Customer Relationship Manager	Salesman ID Number (Wireless)	Mobile Number	Email Address
_____	_____	_____	_____

III. APPLICATION REQUIREMENTS

Requirements for Corporations:
In addition to the requirements mentioned in Section 3 (Application Process) of the Service Agreement for the Service, present any one of the following:

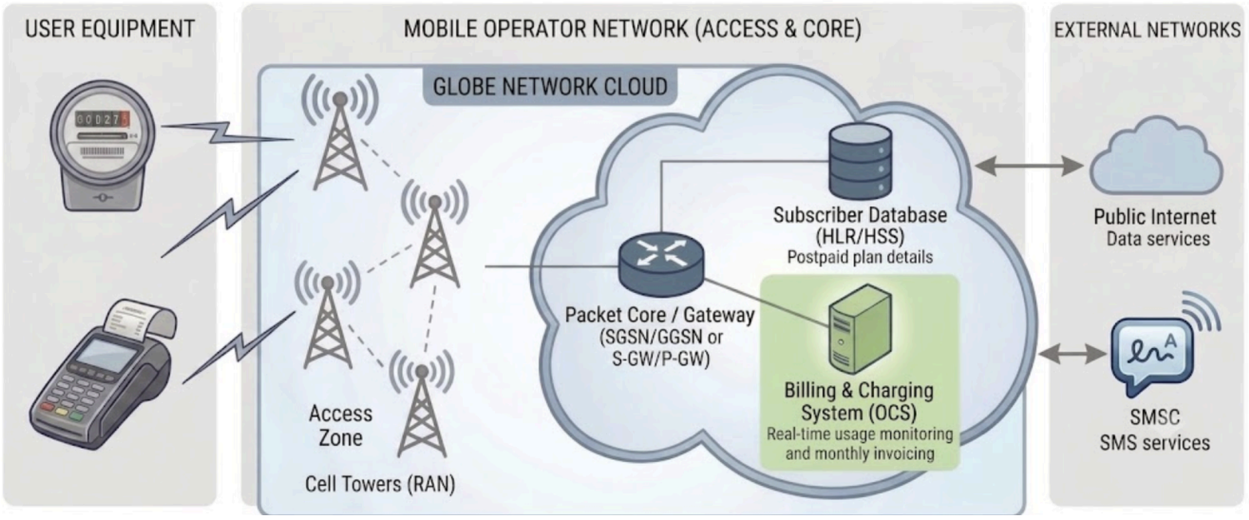
1. Proof of Identity of Authorized SPOC – Company ID (without pic)
2. Proof of Identity of Company – SEC Registration of Corporations/Partnerships/Foundations, Cooperative Development Authority (CDA) Registrations of Cooperatives, Business Permits/Department of Trade and Industry (DTI) Registration for Small and Medium Enterprise
3. Proof of Authority – Original notarized Secretary's Certificate, Board Resolution, Standard Letter of Authority (LOA)
4. Proof of Billing Address (latest copy) – Public Utility Bill, Credit Card Statement, Club Statement, Bank Statement Authority
5. Proof of Financial Capacity (latest copy) – Bank Statement/Passbook, Audited Financial Statement, Income Tax Return (ITR), Certificate of Paid Up Capital for Pre-Operating Company (copy issued to SEC), Business Permit
6. Tax Exemption Certificate (if necessary)
7. Notarized Contract of Lease/Authorization Letter issued by the Landlord (with Landlord's Proof of ID)
8. Provisional Authority (PA)
9. Certificate of Public Convenience and Necessity (CPCN)
10. VAS License

** All applications shall be subject to approval by the Service Provider. Additional documents/requirements may be requested if deemed necessary.*
** All listed documents/requirements are subject to change without prior notice.*

IV. STANDARD TECHNICAL DIAGRAM

CONFIDENTIAL – PROPRIETARY
Unauthorized disclosure internally or externally is prohibited

OKAY TO USE



NON STANDARD TECHNICAL DIAGRAM

_____

V. Mobile Signal Booster Service As An Add-On Service Terms and Conditions Supplementing Appendix 1 (Terms and Conditions/Service Schedule for Mobile Telecommunications), if Availed by the Customer. In the event of conflict or inconsistency between the provisions of the Agreement and the provisions of these Special Terms, these Special Terms shall prevail as to the subject matter herein contained. All other terms and conditions of the Agreement not otherwise inconsistent with these Special Terms shall remain binding and effective.

1. **Definition, Component and Features**

Mobile Signal Booster Service is a small-scale signal booster service solution to corporations and small businesses with indoor cellular signal issues. It presupposes that there is a cell site in the or the nearby area.
The components are as follows:

a. 2x10 meter Radio Frequency (RF) jumper cable;
b. 1 outdoor antenna;
c. 1 indoor antenna;
d. 1 mobile signal repeater (single band or dual band).

The features are as follows:

a. Amplifies Long Term Evolution (LTE) signal to indoor area;
b. Covers up to 1200m2 for apartment or up to 2000m2 basement with external antennas;
c. Supports up to two hundred (200) simultaneous users;
d. Maximum of 20m layout from outdoor unit to indoor antenna:

10m from outdoor to repeater;
10m from repeater to indoor antenna.

The Mobile Signal Booster Service details are set forth herein.

2. **One Time Charge (OTC)**

The Customer shall pay the installation charges itemized in the invoice provided by the Service Provider to the Customer.

3. **MRF**

CONFIDENTIAL – PROPRIETARY
Unauthorized disclosure internally or externally is prohibited

OKAY TO USE

The Customer shall pay the MRF for the Mobile Signal Booster Service, which shall not include the monthly data service charge (if any) or its associated OTC as imposed by the Service Provider, stated in the invoice.

4. **Offer Validity**

This offer is valid for thirty (30) days from the date of this proposal. Thus, offer quoted may change after the thirty (30)-day period.

5. **Customer Responsibilities**

Customer shall be responsible for the following:

a. Provide assistance to the Service Provider accredited technical personnel in applying permits related to site visit and installation of the Mobile Signal Booster Service.
b. Ensure sufficient power supply and proper grounding as required by the Mobile Signal Booster Service.
c. Ensure that the Mobile Signal Booster Service shall not be modified and/or be physically moved or transferred to another location without the Service Provider's prior written approval. Should there be any fault or damage arising from unauthorized modifications or transfer, the Customer shall pay for the cost or charges that may be incurred to resolve the problem or any damages arising therefrom.
d. Ensure that the Mobile Signal Booster Service shall be used for the Service Provider's services only.

6. **Service Provider Responsibilities**

a. The Service Provider shall restore the unavailable Mobile Signal Booster Service within four (4) hours from determination of the exact cause of such unavailability by the Service Provider. This time to repair is applicable only for Mobile Signal Booster Service deployed within Metro Manila. For other areas, the Service Provider's estimated time of restoration will be communicated to Customer per incident.
b. For areas within Metro Manila, the Service Provider shall change the defective or replacement Mobile Signal Booster Service to Customer within four (4) business days from the Service Provider's date of determination or confirmation of the defective condition of the Mobile Signal Booster Service. For other areas, the Service Provider's estimated time of replacement will be communicated to Customer per incident.

7. **Transfer of Location**

In the event that the Customer requests to relocate the Mobile Signal Booster Service to an alternate site, an administrative fee of Five Hundred Fifty Pesos (Php550.00) and installation fee shall be charged to the Customer. Such request shall be subject to verification of serviceability by the Service Provider. In case of non-serviceability of site, the Service Provider shall terminate the Mobile Signal Booster Service subject to immediate payment of accrued obligations by the Customer, and pull out the Mobile Signal Booster Service without need of demand.

8. **MSP**

MSP is for twenty four (24) months from the Billing Commencement Date ("MSP"). Thereafter, the MSP shall be automatically renewed on a yearly basis ("Renewal Contract Term"), provided that neither party has given a notice of non-renewal or has proposed an amended renewal contract at least thirty (30) days prior to the expiration of the MSP or Renewal Contract Term, as the case may be.

9. **Service Testing and Acceptance**

CONFIDENTIAL – PROPRIETARY
Unauthorized disclosure internally or externally is prohibited

OKAY TO USE

a. The Service Provider shall conduct Mobile Signal Booster Service testing in accordance with the Service Provider's Mobile Signal Booster Service testing and acceptance parameters.
b. If the Service Provider confirms defect from Mobile Signal Booster Service testing, the Service Provider shall perform necessary corrective actions.
c. The Customer shall accept the Mobile Signal Booster Service if no defects are found during testing. Billing shall commence upon acceptance of the Mobile Signal Booster Service.
d. If the Customer rejects the Mobile Signal Booster Service in the absence of any defect therein or terminate the Mobile Signal Booster Service for convenience/without cause, the Service Provider shall cancel the order and terminate/deactivate the Mobile Signal Booster Service subject to the Customer's payment of Twenty Two Thousand Pesos (Php22,000.00).

9. **Straight Lease Arrangement**

The provision of the Mobile Signal Booster Service shall be on a Straight Lease basis. Ownership of the equipment shall be retained by the Service Provider; hence, upon expiration of the contract term, (a) the Service Provider may retrieve all the Equipment provided to Customer**,** and/or Customer shall ensure that all the equipment are ready for the Service Provider's retrieval within four (4) days from prior notice by the Service Provider to Customer; and, (b) Customer shall not use or connect the Mobile Signal Booster Service provided by the Service Provider to links or services provided by other networks or service providers resulting in the Service Provider's non-retrieval; Otherwise, the Customer shall be liable for the cost of the equipment based on prevailing market price and all incurred charges up and until the contract has expired.

Customer Declaration
(To Be Completed By Customer)

The Customer hereby confirms that the foregoing information is true and correct, and that the supporting documents attached hereto are authentic and voluntarily submitted by the Customer for the purpose of an application for Service Provider's Service.

The Customer hereby authorizes Service Provider to obtain pertinent credit information from banks, credit card companies, and other financial institutions in the course of credit investigation by the Customer's application. The Customer hereby authorizes the release of such information by the banks, credit card companies, and other financial institutions from which credit information is requested.

The Customer consents to the disclosure of any information concerning it or its Service subscription to financial institutions, credit bureaus or similar organizations.

The Customer hereby confirms that it has read and understood the terms and conditions in the Service Agreement or in any document required to be executed in connection with any particular Service Provider's Service promotions or plans.

The Customer agrees that this Service Agreement including all documents required to be executed in connection with any particular Service Provider's Service promotions or plans shall govern its relationship with Service Provider for the Service currently availed of and Service it will avail in the future.

Signature of the Customer's Authorized Signatory:	_____
Name of the Customer's Authorized Signatory:	_____

CONFIDENTIAL – PROPRIETARY
Unauthorized disclosure internally or externally is prohibited

OKAY TO USE

Title:	_____
Date Signed:	_____

Service Provider's Declaration **(To Be Completed By Service Provider)**

I have checked the above information and supporting documents and found them to be authentic and in accordance with Service Provider's requirements.

Signature of the Customer Relationship Manager (CRM):	_____
Name of the CRM:	_____
Title:	Customer Relationship Manager
Date Signed:	_____

Signature of the Head:	_____
Name of the Head:	_____
Title:	Head
Date Signed:	_____

CONFIDENTIAL – PROPRIETARY
Unauthorized disclosure internally or externally is prohibited

OKAY TO USE

EXHIBIT "1" TO THIS ORDER FORM
ASSIGNEE LIST FORM

Globe Business

ANNEX A
ASSIGNEE LIST
(For Corporate Manage Account)

Name of Company _____
Address: _____

	Name of Assignee	Position	Account No.	Mobile No.	Duo No. & Area Code	Handset Model	Color	Plan	Consumable	Business +Handset Amortisation Cost or Business Flex Cash Out	SIM Reg-Micro Nano	Primary Tack-On	Tack-On Service			Total Monthly Recurring Cost
1																
2																
3																
4																
5																
6																
7																
8																
9																
10																
11																
12																
13																
14																
15																
16																
17																
18																
19																
20																

I hereby certify that the above assignee are officers/employees of the Company. Should any of them cease to be connected with the company, I shallimmediately inform GLOBE of such fact.

Note Please provide the following details:

1. 1st and 2nd choice of handset (Should the 1st choice will not be available)
2. Color of Handset:
3. Delivery address:
4. Contact person to received deliveries:
5. Contact number:
6. Plan: Business + or Business Flex
7. SIM: Regular_Micro_NANO
8. Primary Tack-on and Additional Tack-on/s
9. MRC (Monthly Recurring Cost):
10. ID of Authorized signatory and assignee
11. Other instructions:

_____
Signature Over Printed Name of Authorized Representative/Signatory
Date _____

Contact Person: _____
Delivery Address: _____
Contact Number: _____
Mobile Number: _____

CONFIDENTIAL – PROPRIETARY
Unauthorized disclosure internally or externally is prohibited

OKAY TO USE

EXHIBIT "2" TO THIS ORDER FORM
SPECIAL PRICING

_ Applicable
_ Not Applicable