Globe BUSINESS

INNOVE COMMUNICATIONS, INC.
(A Wholly-Owned Subsidiary of Globe Telecom, Inc.)

APPENDIX "1"
SERVICE AGREEMENT
FOR BROADBAND

This Agreement is entered into by and between Innove Communications, 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 Broadband;
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 Broadband); 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;

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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.

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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 Innove Communications, Inc.

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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.

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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/business/connectivity/internet/direct-internet-access/aup 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.

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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.

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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

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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) and monthly 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.

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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 –

   Innove Communications, Inc.:
   The Globe Tower
   32nd Street corner 7th Avenue
   Bonifacio Global City
   Taguig City
   Philippines

   Addressed to: Authorized Signatory
   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.

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ANNEX "1-A"
ACCEPTABLE USE POLICY

Introduction

The Acceptable Use Policy ("AUP") is designed to provide an understanding of the rules, limitations and restrictions regarding the use of Innove Communications, Inc. ("Service Provider") Broadband Service ("Service") by the Customer. References to "you" and "your" are references to you, the Customer and to your end-customer. This AUP supplements the Service Provider's Service Agreement ("CA"). From time to time, the Service Provider may impose reasonable rules and limitations regarding the use of its Service. The AUP is not exhaustive and the Service Provider reserves the right to modify the AUP at any time, effective upon either the posting of the modified AUP at its website or notification of the modified AUP to you.

By registering for and using the Service, and thereby accepting the terms and conditions of the CA, you agree to abide by the AUP as modified from time to time. You agree that you shall only use the Service for the following:

1. Business Use;
2. Use that is within the bounds of the laws and any rules and regulations of any government agencies for the use of the Service;
3. Use that does not in any way violate, impinge, interfere with the rights or affect the use by other users of the network.

Any violation of the AUP, direct and indirect, by you or by a third party on your behalf, may result in the immediate suspension or termination of your Service without prior notice or such other action as Service Provider deems appropriate. An unlisted activity may also be a violation of the AUP if it is illegal, irresponsible, or disruptive use of the Service. No credits will be issued for any interruption in Service resulting from policy violations.

Violation of the AUP is strictly prohibited and may result in the immediate termination or suspension of the Service you receive from Service Provider without prior notice. You shall remain solely liable and responsible for your use of the Service and any and all content that you display, upload, download or transmit through the use of the Service. Content includes, without limitation, your electronic mail, web pages, personal home pages, and domain names. It is Service Provider's policy to immediately terminate repeat infringers without prior notice. Service Provider reserves the right to refuse Service to anyone at any time without the need to explain the reason thereof.

Customer Security Responsibilities

You are solely responsible for any breaches of security affecting servers under your control or under a third party's control on your behalf. If such a server is involved in an attack on another server or system, the Service will be immediately shut down and an immediate investigation will be launched to determine the cause/source of the attack. In such an event, you are responsible for anything related to the rectification of the damage done to such a server and any other requirement affected by the security breach. In the event that Service Provider needs to rectify, the labor used to rectify any such damage is categorized as emergency security breach recovery and Service Provider shall charge to you all costs related to rectifying the damage.

System and network security violations are prohibited, and may result in criminal or civil liability. The Service Provider may investigate incidents involving such violations and may involve and could mean cooperation with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

1. Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network;
2. Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network;
3. Interference with Service to any user, host or network including, without limitation, mail-bombing, flooding, deliberate attempts to overload a system and broadcast attacks;

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4. Forging of any Transmission Control Protocol - Internet Protocol (“TCP-IP”) packet header or any part of the header information in an e-mail or newsgroup posting.

High-risk Service, which are services which tends to attract denial of Service attacks, are strictly prohibited. This includes, but is not limited to, Internet Relay Chat (“IRC”) related services and selling of shell accounts.

Violators of the policy are responsible, without limitations, for the cost incurred by Service Provider to clean up and correct any damage done to the operation of the network and business operations supported by the network, and to respond to complaints including but not limited to labor costs. Such labor is categorized as emergency security breach recovery and Service Provider reserves the right to charge to you all costs related to rectifying the damage. Service Provider is concerned with the privacy of online communications and web sites. In general, the internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, Service Provider urges you to assume that all of your online communications are not secure, and we encourage you to make use of the following tools including but not limited to:

1. anti-virus software;
2. appropriate software and/or hardware firewalls;
3. privacy protection tools.

The Service Provider shall not take responsibility for the security of information transmitted over Service Provider facilities.

Password Protection

You are responsible for protecting your password and for any authorized and unauthorized use of your password. You will not use or permit anyone to use Service Provider Service or to access other systems or networks without authorization. The Service Provider will fully cooperate with law enforcement authorities in the detection and prosecution of illegal activity.

Internet Etiquette

You are expected to be familiar with and to practice good internet etiquette (Netiquette) as stated in this AUP. You will comply with the rules, appropriate to any network to which the Service Provider may provide access. You will not post, transmit, or permit internet access to information you desire to keep confidential. You are not permitted to post any material that is illegal, libelous, tortuous, indecent or is likely to result in retaliation against Service Provider by offended users. You are not allowed to post any material that will result in rebellion, insurrection, coup d’ etat, sedition, conspiracy to commit sedition or inciting to sedition.

Service Provider reserves the right to immediately refuse or terminate Service at any time for violation of this section. This includes advertising services or sites via public domain.

Copyright Infringement – Software Piracy Policy

The Service Provider network may only be used for lawful purposes. Transmission, distribution or storage of any information, data or material in violation of the law is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or other intellectual property rights. Making unauthorized copies of software is a violation of the law, regardless how many copies you are making. If you copy, distribute or install the software in ways that the license does not allow, you are violating copyright law. If caught with pirated software, you may be liable under both civil and criminal law, and you may be fined and/or imprisoned. In compliance with the laws relating to Intellectual Property, please send notifications of claimed infringements to our customer support team. Service Provider will fully cooperate with any civil and/or criminal litigation arising from the violation of this policy.

Network Responsibility

You have a responsibility to use the Service Provider network responsibly. This includes respecting the other customers of Service Provider. Service Provider reserves the right to immediately suspend and/or cancel the

Service without prior notice of any customer who uses the Service Provider network in such a way that adversely affects other Service Provider network customers. This includes but is not limited to:

Attacking or attempting to gain unauthorized access to servers and Service that belong to Service Provider or its customers (i.e. computer hacking), and/or participating in behavior which result in reprisals that adversely affect the Service Provider network or other customers' access to the Service Provider network;

Service Provider will react strongly to any use or attempted use of an internet account or computer without the owner's authorization. Such attempts include, but are not limited to "Internet Scanning" (tricking other people into releasing their passwords), password robbery, security hole scanning, port scanning, etc. Any unauthorized use of the accounts or computer by a Service Provider customer, whether or not the attacked account or computer belongs to Service Provider, will result in severe action taken against the attacker. Possible actions include warnings, immediate account suspension or cancellation without prior notice, and civil or criminal legal action, depending on the seriousness of the attack. Any attempt to undermine or cause harm to a server or customer of the Service Provider is strictly prohibited.

Lawful Purpose

All Service may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any applicable law, regulation or AUP is prohibited. This includes, but is not limited to:

Using any Service Provider service or product for the purpose of participating in any activity dealing with subject matters that are prohibited under the applicable law is prohibited;

Any conduct that constitutes harassment, fraud, stalking, abuse, misuse, spamming, the spread of viruses, or denial of Service attacks in connection with use of Service Provider Service or products is prohibited. Using the Service Provider network to solicit the performance of any illegal activity is also prohibited, even if the activity itself is not performed. In addition, knowingly receiving or downloading a file that cannot be legally distributed, even without the act of distribution, is prohibited;

Servers hosted within the Service Provider network are open to the public. You are solely responsible for your usage of the Service Provider network and servers and any statement you make on servers hosted within the Service Provider network may be deemed "publication" of the information entered. Acknowledging the foregoing, you specifically agree not to use our Service in a manner that is illegal or libelous.

Pornography on the Internet

Our policy on pornography is zero tolerance. Service Provider will fully cooperate with any criminal investigation into a customer's violation of the Child Protection Act of 1984 concerning child pornography and the other laws on pornography. You are ultimately responsible for the actions of your customers over the Service Provider network, and will be liable for illegal material posted by your customers.

According to the Child Protection Act, child pornography includes photographs, films, video or any other type of visual presentation that shows a person who is or is depicted as being under the age eighteen (18) years and is engaged in or is depicted as engaged in explicit sexual activity, or the dominant characteristic of which is the depiction, for a sexual purpose, of a sexual organ on the anal region of a person under the age of eighteen years or any written material or visual representation that advocates or counsels sexual activity with a person under the age of eighteen (18) years.

Anti-Online Sexual Abuse or Exploitation of Children (OSAEC) and Anti-Child Sexual Abuse or Exploitation Materials (CSAEM) Act

Our policy on sexual abuse or exploitation of children is zero tolerance. The Customer shall strictly comply with the Anti-Online Sexual Abuse or Exploitation of Children (OSAEC) and Anti- Child Sexual Abuse or Exploitation Materials (CSAEM) Act. The Customer should recognize the policy of the State to provide special protection to children from all forms of sexual violence, abuse and exploitation especially those committed with the use of information and communications technology, provide sanctions for their commission and carry out programs for

the prevention, deterrence and intervention in all situations of online sexual abuse and exploitation of children in the digital and non-digital production, distribution or possession of child sexual abuse or exploitation material.

Commercial Advertisements with Email

Service Provider takes a zero tolerance approach to the sending of Unsolicited Commercial E-mail ("UCE") or Sales Promotional Advertising Mail ("SPAM") over our network. This means that a customer of Service Provider may not use or permit others to use Service Provider's network to transact in UCE. You may not host or permit hosting of sites or information that is advertised by UCE from other networks. Violations of this policy carry severe penalties, including immediate termination of Service without prior notice.

Sending unsolicited messages to a number of recipients is by itself spamming, unless the individuals have specifically requested to be added to a mailing on the topic. This includes commercial advertisements and informational messages sent to recipients via electronic mail (e-mail). Mailing lists must be true opt-in mailing lists. Before sending any email to a listed user, a confirmation email, with a tracking number, must be sent to the new customer, to which they must respond with a confirmation that they wish to be added to the list. You must keep these confirmations on file, so that in the case that a spam complaint is made against you, you have proof that the user did indeed opt-in. In addition, you must provide at least one easy way to opt-out. Opt-out requests must be honored immediately.

Email is a Person-to-Person Medium, Not a Broadcast Medium

You are strictly prohibited from using or permitting others to use UCE or SPAM over our network. As our customers are ultimately responsible for the actions of their customers over the Service Provider network, it is advisable to develop a similar or stricter policy for your customers.

Violation of Service Provider's SPAM policy as contained in this Agreement will result in appropriate legal action. Upon notification of an alleged violation of the SPAM policy, the Service Provider will initiate an immediate investigation. During the investigation, the Service Provider may restrict your access to the network to prevent further violation of the SPAM policy. Service Provider may, at its sole discretion, restrict, immediately suspend or terminate your Service without prior notice. Further, Service Provider reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. The Service Provider will notify law enforcement officials if the violation is believed to be a criminal offence.

Violation of Service Provider SPAM policy may be reported to Service Provider's customer support team.

Internet Protocol ("IP") Address Overlap

Service Provider administers the network on which your servers reside. You cannot use IP addresses which have not been assigned to you by Service Provider staff. Any server found using IPs that have not been assigned will be immediately suspended from network access without prior notice until such time as the IP address overlap can be connected.

Billing

You understand that you are responsible for paying for any network resources that are used to connect your Service to the internet. You may request that your server be disconnected from the internet, but you will still be responsible for paying for any network resources used up to the point of suspension or cancellation or termination.

Suspension

Service Provider reserves the right to immediately suspend without prior notice network access to you if, in the judgment of the Service Provider network administrators, your server is the source or target of the violation of any of the other terms of the AUP or for other analogous grounds which in Service Provider's reasonable judgment are violations of the terms of the AUP. If inappropriate activity is detected, all your Service in question will be immediately deactivated without prior notice until an investigation is complete. In extreme cases, law

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enforcement will be contacted regarding the activity. You will not be entitled for rebates during suspension. You will be charged on a prorated basis based on the monthly fees you pay for the Service that was suspended for the time your equipment had to be suspended.

Cancellation

Service Provider reserves the right to immediately suspend Service at any time without prior notice. If inappropriate activity is detected, all your accounts in question will be immediately deactivated without prior notice until an investigation is complete. In extreme cases, law enforcement will be contacted regarding the activity. All fees paid in advance of cancellation are non-refundable if Service Provider institutes its right of immediate suspension without prior notice. Any violation of policies which results in extra costs will be billed to you (i.e. transfer, space/location, etc.).

Indemnification

Service Provider wishes to emphasize that in signing the Service Provider's CA, you will indemnify Service Provider for any violation of Service Provider's CA, law or AUP that results in loss to Service Provider or the bringing of any claim against Service Provider by any third party. This means that if Service Provider is sued because of your or your customer's activity, you will immediately pay any damages awarded against Service Provider, plus costs and reasonable attorney's fee.

Acceptable Use

You must not use the Service in a manner which interferes with the rights of the other users or which breaches Internet Etiquette as likewise enumerated herein.

Among others, you must not:

1. Disobey the rules of any newsgroup, forum, email mailing list or other similar group;
2. Post the same or similar messages to more than one newsgroups (including excessive cross-posting or multiple-posting, also known as "SPAM").

Unauthorized Access

You must not use the Service to obtain unauthorized access to a computer, system or network.

If you do not have authorization, you must not:

- Access or use any data, systems or networks;
- Probe, scan or test the vulnerability of a system or network;
- Breach any security or authentication measures for a system or network;
- Attempt to gain access to the account of any other user or system or network.

Unlawfully accessing or damaging data in a computer is not only a breach of the AUP, it is also a criminal offense punishable by fine or imprisonment or both according to law.

You must not use the Service in a manner which may interfere with the technical operation of the Service or any other computer, system or network.

You must not attempt to interfere with the regular workings of the Service Provider systems or network connections or the Service Provider or its providers/partners or any other network. Service Provider may override any attempt by you to specify a particular traffic routing pattern.

You must not impair the ability of other people to use the Service Provider systems or the internet or any other connected networks. You must not use the Service as a staging ground to disable or interfere with other systems, for example Denial-of-Service ("DoS") / Distributed Denial-of-Service ("DDoS") attacks, Port Scans, etc.

Legal Compliance

In using the Service, you must not break any laws or infringe the rights of other persons.

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For example, you must not:

1. Distribute or make available any abusive, obscene, defamatory or pornographic material;
2. Distribute or make available any material which would be classified R or X (or refused classification) by the Classification Board or banned under the laws of the Republic of the Philippines;
3. Copy or attempt to copy any material if you do not have the owner's permission to do so.

Detection/Cooperation

To detect and deal with the breaches of the AUP, Service Provider may take the following actions:

1. Cooperate with the other service providers to control unacceptable user behavior;
2. Cooperate with the Police, or other law enforcement or intelligence agencies of the Republic of the Philippines, by providing the details and related data (i.e., log files) of users who are suspected of breaking any laws of the Republic of the Philippines;
3. Cooperate with any court order requiring information about the activities or the Service details. The Service Provider may implement technical mechanisms to prevent behavior which breaches this policy (for example, which block multiple postings before they are forwarded to their intended recipients, access to peer-to-peer networks or websites or network addresses deemed to hold illegal content).

Service Provider may exercise any rights it has under its CA with you whose account is being used in breach of this policy. Such rights include the right to immediately suspend or terminate your use of the Service without prior notice and without liability.

The Service Provider may take any other action it deems appropriate, including taking action against offenders to recover costs and expenses of identifying them.

IP Address Allocation

An IP address is a number that identifies a connection to the internet.

1. Business grade services are assigned an IP address upon successful authentication. This means that an IP address from an allocated pool is assigned to you;
2. Customers with static IP or those that do not form part of the allocated pool and will have a constant IP address.

Permitted Service

Subject to Service Provider's prior written approval, the Customer may provide the following subject to charges for colocation fees for the internet "servers" or "services" namely:

1. Anything that may be defined as a "server"; examples are as follows:
    - Web Server Mail Server;
    - Game Server;
    - Any File Transfer Protocol ("FTP") Server;
    - Domain Name System ("DNS") Servers;
    - Peer-to-Peer ("P2P") Server (various ports).
2. Services specifically exempt are:
    - Non-Business Virtual Private Network ("VPN");
    - Remote Access Control Applications No peer to peer or anonymous services although Simple Mail Transfer Protocol ("SMTP"), File Transfer Protocol ("FTP") and the like are allowed.
    -

Open Relay Mail Servers

Service Provider defines an "Open-Relay" mail server as an SMTP mail server that allows third parties to send e mails to other third parties. Third parties are those people/services that are not authorized to use an end-customer mail server.

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One use of an Open-Relay server is that they are used to send spam/viruses to many people (perhaps hundreds of thousands). Open Relay servers cause significant stress on Service Provider's network and are not allowed under any circumstances.

Customers who choose to operate their own mail servers are responsible for the orderly administration of those servers. They must be configured not to be able to be used for "open relaying". If you need assistance, please contact Service Provider's customer support team.

Any customer, who operates an Open Relay mail server, whether purposely or accidentally, will be liable for costs incurred by the Service Provider in dealing with the situation.

Disclaimer of Responsibility

Service Provider is under no duty to look at each customer's activities to determine if a violation of the AUP has occurred, nor do we assume any responsibility through our AUP to monitor or police internet-related activities. Service Provider disclaims any responsibility for any such inappropriate use and any liability to any person or party for any other person's or party's violation of this policy.

All sub-networks, resellers and managed servers of Service Provider must adhere to the above policies. Failure to follow any term or condition will be grounds for immediate cancellation, suspension or termination without prior notice.

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 through Innove Communications, Inc. ("Service Provider") offers **Broadband Service (the "Service")**, a high speed and high bandwidth communication infrastructure. It encompasses diverse high capacity transmission methods for efficiently transmitting data, voice and video over long distances at high speeds. It utilizes mediums such as coaxial cables, fiber optic cables and radio waves. It ensures a constant connection, eliminating the need for dial up connections.

2. SERVICE BENEFIT

Speed and Performance: Sends heavy data files and emails in seconds.

Fast, reliable and affordable business-grade connectivity.

3. SERVICE INSTALLATION/ACTIVATION

Service activation shall take place on a specific date determined by the Service Provider after the completion and testing of the installation.

4. CREDIT LIMITS

a) Each Customer shall be assigned a credit limit, which shall include a limit on usage for data, domestic and international telephone. Service Provider reserves the right to suspend, redirect or temporarily disconnect the Service as soon as the Customer exceeds its credit limit, or when otherwise warranted by abnormal usage patterns or other circumstances, without prior notice to the Customer. The Service Provider may also render an interim billing even before the end of any one month or any one billing cycle in the event the Customer exceeds its credit limit. Should the Customer fail to make payment within forty-eight (48) hours from receipt of the interim bill, or should Service Provider be unable to serve the interim bill on the Customer because the Customer is unreachable at the billing address which it has last registered with Service Provider, then Service Provider may likewise suspend, redirect or disconnect the Service at its discretion, without liability to Service Provider. Service Provider shall have no liability whatsoever to the Customer for such suspension, redirection or temporary disconnection and shall have no obligation to reconnect the Service unless the cause for such suspension, redirection or temporary disconnection has been cured to its satisfaction. Such temporary disconnection may be made permanent at Service Provider's option due to the Customer's failure to cure the cause of disconnection for thirty (30) days. Reconnection shall be at the sole discretion of Service Provider, and subject to such reconnection fees and other terms and conditions as Service Provider may impose. Non-exercise of the remedies herein above stated shall not absolve Customer from liability for all charges incurred in excess of the credit limit.
b) Service Provider reserves the right to refuse any request for increase in the credit limits or to require, as a condition for increased credit limits, additional deposit or revised billings cycles, at its sole discretion.

5. SERVICE MODIFICATIONS

Service Provider shall charge an administrative fee to cover internal processing of service modifications requested by the Customer, including but not limited to, transfer of ownership, change of telephone number, increase/reduction/modification of the Services, reconnection, and other modifications related to the Service.

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6. SPECIAL FACILITIES AND INSTALLATIONS; ALTERATIONS TO EXISTING SERVICE

a) Where the nature of Service to be provided to the Customer requires special facilities and installation of wiring, conduits, cabling or where the premises in which the Customer is located or wishes to locate the Service requires cabling, wiring or other services not provided in the standard installation package of Service Provider, Innnove's staff and/or authorized agents shall decide on the route of wiring or cabling in the Customer's premises, Service Provider shall not be obliged to utilize trunking or conduits provided by the Customer and the Customer shall be liable for the costs of such additional installation as a pre-requisite to the commencement of installation.
b) In the provision of Private Automatic Branch Exchange (PABX), electronic handling facilities, or other equipment related to the Service which are dependent on an external power supply, Service Provider may, if it deems the same necessary request the Customer to provide at its own expense the main power supply for the equipment connected to the Service, in accordance with Service Provider's requirements. Service Provider shall not be liable for any damages brought about by the non-provision of an external power supply.
c) Should Service Provider decides that the Customer's existing facilities are inadequate to cope with Service traffic and/or likely to cause congestion in Service Provider's network or Service, Service Provider shall advise and the Customer shall promptly comply, within Service Provider's timeline, with such advice to upgrade the existing facilities to cope with such Service traffic, at the Customer's own expense.
d) Without any liability whatsoever, Service Provider reserves the right to withdraw/terminate the Service when installation and/or maintenance difficulties are anticipated without the provision of special facilities or power supply until such time that the Customer provides the cabling, including but not limited to conduit, pipe, etc., requested by Service Provider or Service Provider is able to provide the same subject to charges against the Customer.
e) Service Provider may, with prior notice to the Customer, make any alteration to its equipment, apparatus, installation or Service, if Service Provider considers such as necessary and desirable in the interest of public service. Service Provider shall not be liable for any loss or inconvenience to the Customer resulting therefrom. Similarly, Service Provider shall not be liable for any damage, whether direct or indirect, actual or consequential, or otherwise, for any interruption or failure in Service due to causes beyond the control of Service Provider. Service Provider shall not be liable to the Customer or to any third party claiming from or through the Customer for any damage, loss or injury, whether to persons or properties howsoever arising from or occasioned by the equipment or any part thereof.
f) Service Provider reserves the right to terminate the Service at premises which, in Service Provider's sole discretion, is unauthorized or unsafe.

7. CUSTOMER PREMISES AND IN-HOUSE WIRING

a) The Customer shall provide its own internal facilities such as wiring and sockets within its premises according to Service Provider's specifications and guidelines based on NTC's Code of Practice. The Customer may request Service Provider or any of the NTC's registered contractors/individual installers to provide the inhouse wiring and sockets at the Customer's expense. The Customer shall exercise all due diligence to maintain the internal wiring and sockets, including cleanliness and protection of the same from pests, insects and rodents. The Customer shall not however, attempt to make repairs on any damaged internal wiring and sockets and promptly report to the Service Provider. Service Provider shall not be responsible for any damage to the telephone unit or line or other damages which may be caused by Customer's own attempts at repairing or causing the repair of such damage to wiring or sockets by persons unauthorized by Service Provider.
b) Only type-approved CPE shall be permitted for connection to Service Provider's network. The Customer shall ensure that Service Provider's prior written permission is obtained before connection of other type-approved CPE to Service Provider's network. Type-approved CPE refers to those equipment supplied by the holder of a Service Provider's Type Approval Certificate or its appointed agent(s).
c) The Customer shall ensure that the CPE is installed, maintained and operated in a proper manner so that no interference is caused to the Service Provider's Service and network, and the safety of

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Service Providers staff or authorized agents and the public are not endangered. Service Provider shall not be responsible for ensuring the compatibility of other CPE that Customer may decide to connect to Service Provider's provided equipment, network or Service.

d) The Customer shall not make any adjustments, modifications or alterations to the CPE including the incorporation of any equipment or accessory without prior written approval of Service Provider. If, in the opinion of the Service Provider, alterations, modifications or additions to the CPE are deemed necessary, Service Provider shall direct and the Customer shall, at its own expense, carry out such alterations, modifications or additions.
e) The Customer shall strictly comply with and ensure compliance with all instructions/notices given by Service Provider or NTC from time to time regarding the use and installation of the equipment. The Customer shall undertake to promptly disconnect the CPE and wiring not provided by Service Provider from Service Provider's network or Service if requested by Service Provider to do so at any time.
f) The Customer shall be fully responsible for and shall fully indemnify Service Provider against all claims and suit for damages to property and/or any injury or death to any person or persons resulting from the operation, malfunctioning of its CPE, its power supply or any other cause whatsoever, or failure or delay of the Service Provider's system caused by such Customer-supplied-equipment, or for the failure in establishing connection between the Customer and another party or parties whatsoever because of such equipment.
g) The Service Provider may charge the Customer for the cost of responding to a maintenance request at the Customer's premises if it is ascertained that the cause of the problem is attributable to the Customer's equipment or internal wiring.
h) The Customer is responsible for keeping the equipment in good condition, fair wear and tear excepted. The Customer shall exercise all due diligence to maintain any equipment, if any, provided by the Service Provider or its authorized agent, including cleanliness and protection of the same from pests, insects and rodents. The Customer shall not, however, attempt to make repairs on any Service Provider-provided equipment and promptly report any damage or malfunction to Service Provider. The Service Provider shall not be responsible for any damage to any CPE or lines and cabling, or for the voiding of warranties on repair in the case of units acquired by the Customer through outright purchase, which may be caused by Customer's own attempts at repairing or causing the repair of such damage to wiring or sockets by persons unauthorized by Service Provider.
i) The Service Provider shall not be liable for any delay or interruption in or failure to provide or restore the Service caused by or attributable to Customer's equipment or facilities or any service provided by another person or entity.

8. SERVICE NUMBERS

Service telephone numbers are randomly assigned by the Service Provider in accordance with the numbering plan assigned by the NTC. The Customer has no property right to the Service telephone number assigned. Service Provider reserves the right to alter and or allocate any Service telephone number of, and or to, the Customer at any time without being liable for any loss or inconvenience attributable to the change/allocation of the Service telephone number whatever may be the cost for the change/allocation.

9. RESPONSIBILITIES OF CUSTOMER

In addition to the other obligations of the Customer stated elsewhere in this Agreement, the Customer further agrees to:

a) Adhere to the covenants under Service Provider's Acceptable Use Policy (AUP) or Fair Use Policy (FUP) found in Section 23 or Exhibit 1 below, 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;

b) Ensure that the Service shall not be used at any time to make calls which cause or may cause irritation, annoyance, embarrassment, harassment, vexation or nuisance of any kind whatsoever to others;

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c) Use all equipment and instruments installed by Service Provider on the Customer's premises in a proper manner such as but not limited to ensuring that the equipment is restored to its normal resting position when it is not being used;

d) Obtain the written approval of Service Provider whenever it contemplates using the Service as part of another telecommunications service, or as a medium for promotion, publicity for any campaign for whatever purpose, of whatever nature, by whatever name called which is likely to generate a change in the Service traffic in excess of its normal daily usage of the Service, and/or likely to cause congestion in Service Provider's network;

e) Keep equipment owned/provided by Service Provider, if any, in good condition (fair wear and tear only excepted) and be fully responsible for any loss or damage to Service Provider's equipment in its premises whether the same be caused by fire, theft, vandalism, accident, fault or negligence by the Customer or other persons or otherwise. The cost of the repair rendered necessary thereby or the cost of replacement of lost equipment shall be paid for by the Customer;

f) Promptly report to Service Provider any problem with or damage to its Service, instruments, equipment owned and installed by Service Provider, and any circumstance or any act of other persons which may or which the Customer has reason to believe will cause damage to the Service, instruments or equipment of Service Provider;

g) Permit Service Provider's staff and/or authorized agents at all reasonable times to enter its premises and every other place under its control through or over which any part of the equipment, or wire accessories pass or to which any part of the equipment, wire or accessories is/are fixed for the purpose of inspecting, testing, examining or altering Service Provider's equipment, properties or Service;

h) Not allow the Service or equipment owned by Service Provider to be tapped, operated through a remote station, or messages transmitted therein to be recorded in violation of existing law except by an answering machine which duly notifies the caller of the fact that the message is recorded;

i) Not cause or allow the extension of such Service except with the prior written consent of Service Provider, nor allow Service Provider's Service to be connected to a PABX without prior consultation with and written approval of Service Provider;

j) Exercise full control and responsibility for the use of and for all calls originating from the Service number/s assigned to the Customer, and therefore agrees and acknowledges that all calls made from the Service number assigned to it shall, absent concrete proof produced by the Customer of any specific fraud perpetrated by Service Provider on its Service, be conclusively presumed to be its or authorized by it and its accountability and obligation to Service Provider;

k) Customer shall obey all applicable laws relating to the Service and shall:
i. abide by generally accepted standard of conducts and usage of Service;
ii. not engage in any other activity that threatens the integrity of any network system;
iii. ensure that its use of the Service does not improperly restrict, inhibit or degrade any other customer's use of the Service nor represent an unusually large burden on the network itself as determined by Service Provider upon its sole discretion or does not improperly restrict, inhibit, disrupt, degrade or impede Service Provider's ability to deliver and monitor the Service, backbone, network nodes and/or other services;
iv. not provide Internet access to other third party through dial-up connection, host shell account over the Internet, provide e-mail or news service, or send a news feed;
v. not engage in any activity that may constitute transmission of voice or calls using Voice Over Internet Protocol (VOIP).
vi. For either user
- Single User – Customer shall also obtain Service Provider's prior written

consent whenever it foresees possible expansion of subscribed network or when the circumstance warrants an update to a multi-user.

- Multiple Users – Whenever Customer foresees any possibility of expansion outside the defined and delineated multi-user covered premises, Customer shall likewise obtain Service Provider's written consent for any possible upgrade.

The Customer shall provide true, correct and complete information as may be required by the Service Provider.

10. BYPASS

a) Customer shall use the Service Provider facilities and/or Service Provider services provided only for the purpose herein stated and shall not use the same to conduct any service such as callback, unauthorized audiotex, ISR, and other analogous services which are prohibited in the Philippines, or which operation or service constitutes a bypass defrauding Service Provider and/or its interconnect partners of the rightful access/termination charges due them.

b) In the event that Customer uses Service Provider's facilities and/or services for any illegal or unauthorized services including but not limited to those enumerated above, Customer shall immediately compensate 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, an Service Provider network, or the network of any other carrier with whom 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 the Customer until the complete payment thereof by the Customer, and such bypass compensation shall be computed from the time the bypass occurred until the actual cessation of bypass. Service Provider shall, likewise, pass on, and Customer agrees to accept and immediately pay, all other claims and damages demanded by any of 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.

d) The foregoing notwithstanding, the Service Provider may, in the event of any violation of this provision, and in addition to its right to demand bypass compensation, immediately and without need of notice to the Customer, terminate this Agreement and disconnect or deactivate any of the interconnecting trunks or interconnection facilities for the purpose of severing the interconnection. The Service Provider shall not be liable to offending Customer for any liability, loss or damage whatsoever, in such a case.

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

11. ABANDONMENT OF LOCATION OF SERVICE

If the Customer vacates the premises or, if in the opinion of the Service Provider, the said premises is no longer occupied by the Customer, Service Provider reserves the right to summarily terminate the Service, without being liable to the Customer in damages or otherwise, and also without prejudice to Service Provider's right under the Agreement.

12. REQUIRED DISCLOSURE

Service Provider shall respect and comply with any and all laws, orders of courts of law, government, or law-enforcement agencies and regulatory authorities, requiring disclosures of information regarding the Customer's account. Customer acknowledges and agrees that such disclosures may be made and that it has no cause of action, in law or in equity, against Service Provider for such disclosures

13. EASEMENT

If Service Provider shall at any time be unable to obtain or maintain any license, way leave, permission, or easement necessary to the provision or maintenance of the Service, Service Provider may, by notice in writing to that effect, terminate the Agreement as from the date of such notice, and the Customer shall be entitled to no payment or compensation except a return of so much of the subscription as shall have been paid for a period in advance of the date of termination and the balance of any deposit standing in the books of Service Provider to the credit of the Customer, less the value of any charges, fees and rentals due to Service Provider under the Agreement.

14. MIGRATION

Service Provider reserves the right to suspend or terminate the Service in case of migration.

15. RIGHT TO INSPECT

By the use or subscription to this Service, the Customer consents to the Service Provider's right to conduct spot inspection in the relevant premises, such as inspection of the equipment in the site to ensure that there is no unauthorized alteration of the configuration and to ensure that no equipment has been introduced at the premises or the facilities that will violate the terms on no unlawful distribution or resale of the Service. Without prejudice to the Service Provider's accrued rights, Service Provider shall immediately terminate or suspend the Service with immediate effect in the event that there is a violation of the on the spot inspection based on Service Provider's defined checklist.

16. AFTER SALES, TECHNICAL OR NON TECHNICAL INQUIRIES

a) Primary: https://business.globe.com.ph/support/s/

b) Secondary: bizsupport@globe.com.ph

c) Support Center Contact Numbers:
   i. 1-800-8-917-2888 (toll-free)
   ii. (02) 7917-2888

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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)

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ANNEX "3"
ORDER FORM



Date: _____
x Initial Order
___ Existing Customer (for other services)
___ New Customer

____ Amendment to Order
___ Upgrade
___ Downgrade
___ Transfer of Location

____ Renewal of Order
___ Auto Renew
___ Not Auto Renew

____ Extension of Order

____ New/Additional Order

Master Service Agreement (MSA) D/LCR No.: ____
Broadband Service Agreement DS/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 Broadband Service (the "Service") the Parties—namely, Innove Communications, 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
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.

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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

Line ID Number	**Plan**	**Circuit ID Number**	**Component/ Add-Ons**	**Quantity**	**Monthly Recurring Fee (MRF)**	**One-Time Charge (OTC)**	**Value Added Tax (VAT)**	**Installation Address**	**Latitude**	**Longitude**
____	____	____	____	____	____	____	____	____	____	____

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. Add-Ons:
_ Cybersecurity Service (Pls. specify: i. The Cybersecurity Service is a standard add-on inclusion; ii. The Customer may enjoy bundled vulnerability assessment credits upon subscription to the Broadband Service. The number of complimentary scans varies on the Customer's chosen Broadband Service plan, with up to fifteen [15] scans for high-tier MRF; iii. All complimentary scans are valid for twelve [12] months from installation; iv. Notwithstanding anything to the contrary, the term of the Cybersecurity Service Agreement shall be coterminous with the term of the Broadband Service Agreement; v. The Customer shall sign and comply with the Cybersecurity Service Customer Agreement set forth in Exhibit "1" [Cybersecurity Service Customer Agreement] hereof.)
_ Postpaid Mobile Service (Pls. specify: i. The Service Provider will provide a bundled Postpaid Mobile SIM Only Service to the Customer without charge for six [6] months, starting from the date of activation. If the Customer does not want to continuously avail of the service after the six [6] months period, the Customer shall notify in writing the Service Provider at least thirty [30] days prior to the termination of

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the six [6] month period. Otherwise, the Customer shall pay for the service charges incurred after the six [6] month period; ii. No device shall be provided by the Service Provider to the Customer; iii. No pre-termination fee will be charged for the pre-termination of the Bundled Postpaid Mobile SIM Only Service; iv. The Customer shall immediately sign and comply with the Mobile Service Agreement set forth in Exhibit "2" [Mobile Service Agreement] hereof; v. Notwithstanding anything to the contrary, the term of the Mobile Service Agreement shall be coterminous with the term of the Broadband Service Agreement; vi. The bundled Postpaid Mobile SIM Only Service is without prejudice to upgrade but subject to Customer's payment, and immediate signing of and complying with the Mobile Service Agreement.)

_ UCaaS Service (Pls. specify: i. The Service Provider will provide a bundled UCaaS Service to the Customer without charge for _ six [6] months or _ twelve [12] months, starting from the date of activation. The bundled UCaaS Service shall automatically expire at the end of the _ six [6] months or _ twelve [12] months period. If the Customer wants to continuously avail the service after the _ six [6] months or _ twelve [12] months period, the Customer shall notify in writing the Service Provider at least thirty [30] days prior to the termination of the _ six [6] months or _ twelve [12] months period, and shall immediately sign and comply with the standard UCaaS Service Customer Agreement set forth in Exhibit "3" hereof; ii. No device shall be provided by the Service Provider to the Customer; iii. No pre-termination fee will be charged for the pre-termination of the bundled UCaaS Service; iv. Notwithstanding anything to the contrary, the term of the UCaaS Service Agreement shall be coterminous with the term of the Broadband Service Agreement; v. Notwithstanding anything to the contrary, the term of the UCaaS Service Agreement shall be coterminous with the term of the Broadband Service Agreement; vi. The Customer shall immediately sign and comply with the UCaaS Customer Agreement set forth in Exhibit "3" [UCaaS Service Customer Agreement] hereof.)

_ Others (Pls. specify: _____)

c. **Pre-Termination:**

- For Very High Bit Rate Digital Subscriber Line (VDSL), 4G, 5G, Php2500.00 + two (2) Months' worth of MRF.
- For Gigabit Passive Optical Network (GPON), Php4,500 + two (2) Months' worth of MRF.

d. **Downgrade:** Php550 fee plus two (2) months' worth of the original MRF shall be charged to the Customer.

e. Customer address is subject to further facility verification.

f. Rates above may still change depending on verification results.

g. The prices quoted above assume that the installation address (i) is readily serviceable by the Service Provider and (ii) does not require additional or special cabling wiring facilities.

h. All costs related to Cable Entrance Facility (CEF)/Main Distribution Frame (MDF) entry and/or construction, in-house wiring and the like shall be for the account of the Customer.

i. Provision of Service will be subject to available capacity at the time of order. Firm or resolute RFS will be provided upon completion of the actual survey.

j. 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.

k. 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.

l. Except to the extent superseded by this Supplemental Agreement/Order Form, the existing order described in the Broadband Service Agreement between Innove Communications, 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.

m. 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.

n. 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.

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o. 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.
p. 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.
q. 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.
r. For services with special or non-standard pricing, please refer to Exhibit "4".
s. This Order Form may also be used to amend an existing Order Form.

II. CUSTOMER INFORMATION

Name:	_____
Registered Business Address:	_____
Taxpayer Identification Number (TIN):	_____
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 (Wireline)	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:

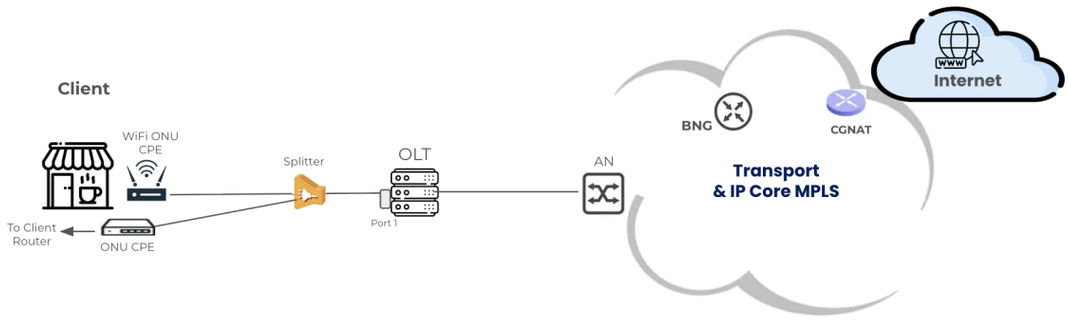
1. Proof of Identity of Authorized SPOC – Company ID (without pic)
2. Proof of Identity of Company – SEC Registration of Corporations/Partnerships/Foundations, Cooperative Development Authority (CDA) Registrations of Cooperatives, Business Permits/Department of Trade and Industry (DTI) Registration for 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

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NON STANDARD TECHNICAL DIAGRAM

_____

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:	_____
Title:	_____
Date Signed:	_____

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

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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:	_____

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EXHIBIT "1" TO THIS ORDER FORM
CYBERSECURITY CUSTOMER AGREEMENT

Globe BUSINESS

INNOVE COMMUNICATIONS, INC.
(A Wholly-Owned Subsidiary of Globe Telecom, Inc.)

APPENDIX 1:
TERMS AND CONDITIONS FOR CYBER SECURITY SERVICES

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

a. 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.****

This Agreement is governed by the signed Customer Agreement Innove Communication, Inc. and _____ dated _____ ("CA"), if any. The parties agree that the Supplemental Agreement shall only contain 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 Customer 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 Customer Agreement of the relevant Service and in the Order Form of the relevant Order.

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

i. The following annexes/attachments shall form part of this Agreement:
Appendix 1: Terms and Conditions/ Customer Service Schedule for Cyber Security Services;
Annex 1-A: End User License Agreement, Terms of Use, Third Party Terms;

Annex 1-B-: Service Description and Statement of Work;
Exhibit 1 of Annex 1-B: Escalation Matrix and Customer Handling;
Exhibit 2 of Annex 1-B: Service Level Agreement
Exhibit 3 of Annex 1-B: Product/Service Specific Terms & Conditions

Annex 2: Supplemental Agreement to the Customer Agreement for Cyber Security Services;
Annex 3: Order Form.

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

ii. In the event of conflict of interpretation, the Order of Precedence shall be as follows:
1. If applicable, between MSA and the Service Agreement/Terms and Conditions/Service Schedule/Customer Agreement, the MSA prevails insofar as the general terms are concerned and the Service Agreement/Terms and Conditions/Service Schedule/Customer Agreement prevails insofar as the terms of relevant Service is concerned;
2. Between the Service Agreement/Terms and Conditions/Service Schedule/Customer Agreement and its Supplemental is concerned, the Supplemental Service Agreement/Terms and Conditions/Service Schedule/Customer Agreement of the relevant Service prevails;
3. Between the Service Agreement/Terms and Conditions/Service Schedule/Customer Agreement or its Supplemental and the Order Form, the Service Agreement/Terms and Conditions/Service Schedule/Customer

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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.

iii. By using this Service, Customer is deemed to have accepted and bound by these terms and conditions governing the Service, which is subject to change without prior notice.

iv. 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.

c. Application Process

Globe shall process Customer's application for Service only if the following are provided:

a. Signed copy of the Application Form

b. All required credit documentation

c. Such other documents as may be required by GLOBE.

Approval of applications shall be at GLOBE's sole discretion. GLOBE reserves the right to approve or disapprove any application for Service. GLOBE shall not be required to give any reason for disapproving any application. Customer acknowledges that it/he/she has no cause of action for the disapproval of his application.

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

d. Billings

i. 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.

ii. 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. Customer shall promptly pay such supplementary bills on or before their due dates.

iii. 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.

iv. 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.

e. Payments

i. Due Dates

1. Billing shall commence upon Service Commencement Date alternatively referred to as Billing Commencement Date as defined in Section 19.3 (Term) and the specific applicable Service Commencement shall be as provided in the relevant Order Form.

2. 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.

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3. The Customer shall pay Service Provider via:
   a. Cheque.

4. Payments shall be made payable to Innove Communication, Inc. for wireline services and Globe Telecom, Inc. for wireless services.

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

6. 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.

7. 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.

f. Bill Dispute

i. 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.

ii. 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 13 (Service Disconnection, Suspension or Termination), in Section 13.1.1 (Termination for Convenience), in Section 13.1.2 (Termination for a Cause) whether such bills have been questioned or not [suspension and termination may vary for Non-Core Service]. 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.

g. Taxes, Shipping, Risk and Loss for Local Corporation

i. 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.

ii. 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.

iii. 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.

iv. 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.

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v. 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.

vi. Purchases by Affiliates. Unless otherwise agreed in writing, Customer will procure that any Affiliate of Customer who submits an order to GLOBE for SERVICES agrees to abide by the terms of this agreement and Customer is liable for any failure to comply or other breach of this agreement by any such Affiliate. GLOBE, in its sole discretion, may discontinue selling SERVICES to any Affiliate of Customer or may require additional payment and/or credit conditions for such Affiliate.

vii. Third-Party Product Purchases. If CUSTOMER is purchasing, or subsequently purchases, any third party products or services through GLOBE under a Statement of Work, then, as applicable, CUSTOMER will comply with the terms and conditions attached to this Agreement or Statement of Work relating to such third party product or service.

h. **Taxes**

i. The Fees to be paid by 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, 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.

ii. Purchases by Affiliates. Unless otherwise agreed in writing, Customer will procure that any Affiliate of Customer who submits an order to GLOBE for SERVICES agrees to abide by the terms of this agreement and Customer is liable for any failure to comply or other breach of this agreement by any such Affiliate. GLOBE, in its sole discretion, may discontinue selling SERVICES to any Affiliate of Customer or may require additional payment and/or credit conditions for such Affiliate.

i. **Force Majeure**

i. GLOBE shall not be liable to Customer for any loss, damage or cost arising out of or relating to failure to perform any of its obligations if such failure results from Force Majeure/ Fortuitous Events and for such other situations beyond the control of GLOBE.

ii. Force Majeure shall refer to acts of God; fires; explosions; vandalism; cable cuts; storms: hurricanes, floods, earthquakes or other similar occurrences; any law, order regulation, direction, action or request of the Republic of the Philippines, or of any other government, including state and local governments having or claiming jurisdiction over a Party or of any department, agency, commission, bureau, corporation, or other instrumentality of any local government, or of any civil or military authority; national emergencies; unavailability of materials or rights-of-way; insurrections; riots; terrorism; wars; strikes, lock-outs, si embargoes, or work stoppages; pandemic, epidemic or other public health crisis (including any government-imposed quarantines, restrictions or measures responding to the outbreak of infectious disease), and other labor difficulties, supplier failures, shortages, and such other events analogous to the foregoing that lead to delays.

j. **Indemnification and Limits of Liability**

i. Each Party (Indemnifying party) shall indemnify and hold the other (Indemnified Party) free and harmless from any claims or suits for damages, any loss, costs arising from the Indemnifying Party's material breach of this Agreement, violation of applicable law or for such other fraud, gross negligence, willful misconduct, bad faith relating to its obligation.

ii. Customer understands and agrees that it is responsible for End-User behavior on the Services. Customer agrees to indemnify, defend and hold harmless GLOBE, its parent companies, business partners, licensors, directors, officers, employees, agents, and any third-party vendors 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 misuse, or use of service offerings in any other manner or for any purpose other than expressly permitted by this Agreement, or any attempt to (a) modify, distribute, alter, tamper with, repair, or otherwise create derivative works of any Content included in the Service Offerings (except to the extent Content included in the Service Offerings is provided to Customer under a separate license that expressly permits the creation of derivative works), (b) reverse engineer, disassemble, or decompile the Service Offerings or apply any other process or procedure to derive the source code of any software included in the Service Offerings (except to the extent applicable law doesn't allow this restriction), (c) access or use the Service Offerings in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (d) resell or sublicense

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the Service Offerings; or any unauthorized use of IP rights-protected Trademarks, licensor marks. This includes 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 and any breach to the Licensor/Services terms. This includes reimbursement for all reasonable attorneys' fees, all costs and expense associated with the claim. Further, Customer acknowledges that the Service contains valuable trade secrets and proprietary information and that any actual or threatened breach of this Agreement constitutes immediate, irreparable harm for which monetary damages would be an inadequate remedy. Customer acknowledges that injunctive relief is an appropriate remedy for such breach. These obligations will survive any termination of Customer relationship with GLOBE or Customer use of the Services.

iii. Except for GLOBE's obligations under this contract and subject to 10.1 hereof on Indemnity, GLOBE shall be held free and harmless from any damage, loss, claim, expense cost arising from Customer's use of these Services, or inability to use the Services.

k. **Limitation of Liability**

i. Subject to 11.2 herein, each Party (Indemnifying Party) shall not be liable to the other (Indemnified Party) for any losses, special, indirect, consequential or incidental damages, including loss of profits or revenues, loss of prospective business advantage, loss of anticipated savings, loss of goodwill or reputation, loss data, loss of cover or losses arising from claims, or arising out of furnishing, performance or use of the services performed hereunder whether alleged as breach of contract, tort, negligence, strict liability, breach of warranty, regardless of whether the Indemnifying Party had been advised of such damages. GLOBE shall not be liable for any damages caused by delay in delivery and furnishing the services.

ii. In the event that GLOBE is held liable for damages to Customer, GLOBE's liability shall NOT EXCEED THE AMOUNT THAT CUSTOMER ACTUALLY PAID TO GLOBE UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTH PERIOD BEFORE THE EVENT OF LIABILITY AROSE.

iii. In no event will GLOBE be liable for any damages whatsoever, including, but not limited to any direct, indirect, incidental, consequential, special, exemplary damages EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER GLOBE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) CUSTOMER'S INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR CUSTOMER USE OF OR ACCESS TO THE SERVICE OFFERINGS, (II) GLOBE AND IT'S LICENSOR'S DISCONTINUATION OF ANY OR ALL OF THE SERVICE OFFERINGS, OR, (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SERVICE LEVEL AGREEMENTS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR CUSTOMER USE OF OR ACCESS TO THE SERVICE OFFERINGS; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, including but not limited to loss of profit, anticipated savings, loss of data, or other indirect damages, arising out of (i) the use of or inability to use of the Service, or the content, (ii) any transaction conducted through or facilitated by the Service; (iii) any claim attributable to errors, omissions, or other inaccuracies in 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, even if advised of the possibility of such damages.

l. **Warranties**

i. Limited Warranty. Except as expressly stated in the preceding sentence and to the maximum extent permitted by law, GLOBE, including its Affiliates, subcontractors and agents and each of their respective employees, directors and officers (collectively, the GLOBE Parties) make no express or implied warranties, guarantees, representations or conditions with respect to any of the Products, Services or Customer Reports, including, but not limited to, any warranty of merchantability, fitness for a particular purpose, performance, suitability or non-infringement or any warranty relating to third party products or third party services.

ii. LICENSED EQUIPMENT (CPE). In the event of a defect in the materials or workmanship of the CPE, CUSTOMER shall have the right to return such defective CPE to GLOBE, and GLOBE shall, at GLOBE's election and expense, either repair or replace such defective CPE. CUSTOMER shall be solely responsibility for all costs associated with repairing or replacing any CPE damaged by accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure of electric power, air conditioning or humidity control; causes other than ordinary use; or any damages resulting from a breach of CUSTOMER's obligations hereunder.

iii. PURCHASED EQUIPMENT. GLOBE warrants to CUSTOMER, for the benefits of CUSTOMER only, that any purchased equipment (excluding software) furnished by GLOBE pursuant to this Agreement will be free from defects in

materials and workmanship for ninety (90) days from the date of shipment of the equipment. In the event of a defect in the materials and workmanship of the equipment during the said warranty period, CUSTOMER shall have the right to return such defective equipment to GLOBE, and GLOBE shall, at GLOBE's election and expense, either repair or replace such defective equipment. After such warranty expires, GLOBE shall have no obligation to repair or replace such defective equipment. During such warranty period, CUSTOMER shall be solely responsible for all cost associated with repairing or replacing any equipment damaged by accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure of electric power, air conditioning or humidity control; causes other than ordinary use; or any damage resulting from a breach of CUSTOMER's obligations hereunder. This clause shall not apply to Third Party Products (TPP).

iv. CUSTOMER WARRANTIES. CUSTOMER represents and warrants to the following. Without limiting or other remedy that GLOBE may have, CUSTOMER agrees to indemnify and hold GLOBE and its affiliates harmless from and against all liabilities, losses, damages, costs and expenses, including without limitation reasonable legal fees and cost incurred by GLOBE resulting from CUSTOMER's breach of this provision.

v. CUSTOMER TECHNOLOGY & INFORMATION. CUSTOMER represents and warrants and use of information, specifications and data provided by CUSTOMER to GLOBE will not constitute an infringement upon any patent, copyright, trade secret, other intellectual property right of any third party.

vi. CUSTOMER's USE OF SCANNING SERVICES. CUSTOMER represents and warrants that it has full right, power and authority to consent to have GLOBE, either directly or through any services, scan IP address and/or URL and/or domain names identified to GLOBE by CUSTOMER for scanning, whether electronically or by any other authorizations from any third parties necessary for GLOBE to perform the Services, including without limitation, third party data centers, co-locations and hosts. GLOBE will not be required to execute agreements with such third parties. CUSTOMER acknowledges and understands that accessing and scanning IP addresses and penetration testing

vii. CUSTOMER's USE OF GLOBE PROVIDED TECHNOLOGY. CUSTOMER's use of GLOBE portals, reports, and scanning solutions is subject to the following restrictions:

1. CUSTOMER may use the services and portals only to scan IP addresses, URLs and domain names owned by and registered by CUSTOMER;

2. Portals, services, and reports may only be used for the stated purposes in this Agreement for CUSTOMER's internal business purposes in accordance with all applicable laws (including any export controls laws); and,

3. CUSTOMER shall limit access to portals to only those employees and/or contractors who have on obligation of confidentiality with CUSTOMER and have a requirement for such access on a "need to know" basis. CUSTOMER shall be solely responsible for disabling portal accounts for those employees and/or contractors who no longer require access. CUSTOMER agrees that all GLOBE provided portals, including without limitation its functionality and contents, are confidential information, and CUSTOMER's use and/or access to any GLOBE Portal is subject to the terms of this Agreement. CUSTOMER shall NOT:

    a. Decompile, reverse engineer, disassemble, or otherwise derive any component of the portals including the software embedded therein;

    b. Modify, enhance, translate, alter, tamper with, upgrade or create derivatives works of the portals, software or documentation;

    c. Strip out or alter any trademark, service mark, copyright, patent, trade secret or intellectual property notices, legends, markings or indications on or within any component of the portals, software or documentation,

    d. Merge TPP or any part of the SERVICE with other software; or attempt (12.7.3.1), (12.7.3.2), (12.7.3.3) and/or (12.7.3.4)

viii. END USER. Unless specified otherwise in the applicable Statement of Work, CUSTOMER represents and warrants that it is the ultimate person to use or consume all Services provided pursuant to this Agreement.

m. **Termination of Contract**

i. **Termination**

If the Customer decides to pre-terminate the contract before its expiration or for any other reasons stated in this section “Section 13.1 Termination”, Customer shall ensure that all customer data are properly protected as provided below prior to notification of termination in accordance with this Customer Contract, which presupposes that Customer has initiated the appropriate measures listed below and accordingly observes the proper procedure for back-up prior to termination.

Termination procedure shall be as follows:

Customer shall:

- Back-up any applications and data that the customer wants to retain in their premise. All resources and data that were stored in the account will be lost and cannot be recovered.
- Provide GLOBE a written notice of termination/pre-termination thirty (30) days prior to the effective date of termination. Customer shall be liable to pay the recurring charges until the effective date of termination as stated in Section 13.2 Effects of Termination.

It is important to note that GLOBE in accordance to Licensor/Services processes, policies and procedures in terminating/closing an account shall terminate/close the Customer respective account upon any circumstances stated in this section (Section 13.1 Termination).

1. **Termination for Convenience.**

    a. Customer may terminate this Agreement for any reason by providing GLOBE with notice and closing the Customer account for all Services for which we provide an account closing mechanism.

    b. GLOBE may terminate this Agreement for any reason by providing the Customer at least 30 days’ advance notice.

    c. This shall be without prejudice to the Customer’s obligation to pay liquidated damages equivalent to the MSF multiplied by the number of months remaining within the contract term. Please refer to ANNEX 3 - ORDER FORM, Fees. Except for “on demand pay only if used” services.

2. **Termination for Cause.**
   By Either Party. Either party may terminate this Agreement for cause if the other party is in material breach of this Agreement and the material breach remains uncured for a period of 30 days from receipt of notice by the other party or when the other party is suffering from an Insolvency Event by sending a written notice of termination specifying the breach committed by the other party. The termination shall take effect thirty (30) days after the termination notice is sent unless the breach is curable and cured to the satisfaction of the terminating party and the latter sends written notice within the said 30-day period acknowledging that the breach has been cured. This shall be subject to Clause 13.2.1.2 where Customer shall remain responsible for charges incurred up to the time of termination.

   Insolvency Event means the happening of any of these events:
   A. an application is made to a court for an order, or an order is made, that a party be wound up;
   B. a party enters into any financial arrangement, compromise or composition with or assignment for the benefit of any of its creditors;
   C. a party has a receiver, receiver and manager, trustee in bankruptcy, provisional liquidator, administrator, liquidator or other like person appointed to or over part or all of its assets or business; or
   D. Any act or event that has a substantially similar effect to any of the events specified above.

   By INNOVE and or its Licensor/Services. INNOVE may also terminate this Agreement immediately upon notice to Customer
   - for cause if INNOVE have the right to suspend
   - if our relationship with a third-party partner who provides software or other technology INNOVE uses to provide the Service Offerings expires, terminates or requires INNOVE to change the way INNOVE provides the service on account of licensor software change, or
   - in order to comply with the law or requests of governmental entities.

ii. **Effect of Termination.**

1. **Generally. Upon the Termination Date:**
    a. All Customer rights under this Agreement will immediately terminate; except for obligation to pay for accrued due and demandable payables, which is a condition to enable Customer to extract its data subject to INNOVE 's validation and further notification
    b. In the event of Termination for Cause, Customer shall remain responsible for all fees and charges it has incurred up to the Termination Date.
    c. In the event of pre-termination by the Customer by "Termination for Convenience", Customer shall be responsible for any fees and charges multiplied by the remainder of the term depending on the service subscribed by the Customer:
    d. Customer shall immediately return or, if instructed by us, destroy all material and relevant Content in Customer possession, if any; and
    e. The Termination of the rights to Customer is without prejudice to its obligations under the following sections of Appendix 1;
    As applicable, Section 18 (Definitions), ANNEX 3 - ORDER FORM (Fees; Invoicing and Payment Terms), Section 10 (Indemnification and Limits of Liability) will continue to apply in accordance with their terms.
    f. In the event of termination for convenience under Section 13.2.1.1, the accrued rights and obligations of the Parties at the time of the termination shall be respected. Furthermore, and only when applicable, should the termination for convenience be initiated by INNOVE, INNOVE shall ensure the continuous, smooth and proper transition of the service/s provided to the Customer.
    g. Termination or Expiration of a Statement of Work will not be construed, by implication or otherwise, to constitute this Agreement or any other existing Statement of Work. In the event that this Agreement is terminated, any open Statement of Works will also terminate.

2. **Post-Termination.**
    During the 30-day period following the Termination Date and in accordance with the Customer Contract, (Appendix 1):

    a. INNOVE will not take action to remove from the Licensor systems any of Customer's Content as a result of the termination subject to 13.2.1.1 hereof where Customer shall retrieve the content; and
    b. Customer is allowed to retrieve their Content from the Services, provided the Customer has paid all amounts due under this Agreement.

For any use of the Services after the Termination Date, the terms of this Agreement will apply and Customer will pay the applicable fees.

iii. **INNOVE** reserves the right to terminate the service with prior written notice to Customer in the event that circumstances arise which prevents INNOVE from providing the Service. In such an event, it will be the sole responsibility of the Customer to download and delete its data before the termination of the service takes effect.

n. Cross Default

Service Provider reserves the right to summarily terminate INNOVE or INNOVE 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.

***o.* Data Privacy**

i. Where applicable, each party agrees to the following security, privacy and data protection measures and provisions:
    1. 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 INNOVE 's data privacy policies which adopts GLOBE's (Globe Telecom, Inc) 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. Customer shall appoint an Administrator internally who shall be in charge of managing, operating and controlling the data that will be for use by its End Users. The Administrator shall likewise function as the single point of contact (SPOC) with Licensor for the necessary Documentation to be fulfilled as part of Service's implementation activities. The Customer or its Administrator shall create and implement Customer's data information security policy.
    2. Customer shall obtain all required consents under the Data Privacy Act of 2012 and all Relevant Laws before providing personal information. This includes the obligation to obtain the End User's acceptance of the Service/s to signify consent to the processing of Customer Data/Information or personal identifiable information pursuant to the purpose of this Agreement. Customer or through its Administrator shall exercise strict confidentiality and employ reasonable measures to ensure that its Administrator officers, directors,

employees, agents, attorneys, predecessors, successors, and assigns will hold such Customer Data Information with strictest confidence in accordance with this Agreement.

3. Customer acknowledges that INNOVE may use personal information to the extent necessary to comply with the requirements of the law and legal processes. Customer allows INNOVE 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,
4. provided that INNOVE 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.
5. Subject to the terms and conditions of the relevant Licensor Terms, the Customer accepts/consents that some portions of the Service may require that personal information be provided. Such personal information refers to any and all information relating to the End User/s (including, but not limited to the name, contact number, email address, and mailing address) obtained via Customer access to or use of the Service.
6. With Customer consent, INNOVE 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 User knowingly provide via the service.
7. Any information disclosed in the public areas of the internet (such as message boards and forums) becomes public information. Customer should exercise caution when disclosing personal information in this way.

p. Representation and Warranties

i. Each Party represents and warrants that:
   1. it possesses the power and authority to enter into this Agreement;
   2. the signatory is duly authorized to execute and that the terms and conditions of this Agreement shall be binding upon the Customer.

ii. Service Provider:
   1. Service Provider shall endeavor to provide the Services reasonably in accordance with industry standards.
   2. 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.
   3. 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.
   4. For Non-Core Service/s, the Service Provider's warranty cannot extend beyond the terms of the EULA/AUP/ToU or third party terms as it is proscribed from making any representation and warranty in excess of what the licensor can warrant.

iii. Customer:
   1. 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;
   2. 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;
   3. 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;
   4. Customer represents and warrants that the Service shall be used for legal purposes in accordance with this Agreement;
   5. Customer represents and warrants that it shall not ascribe to the Service Provider or its affiliate/s to be a telecommunication service provider;
   6. 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.

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iv. 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.

v. 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.

q. Confidentiality

As used herein, the term "Confidential Information" shall mean all non-public, confidential or proprietary information disclosed hereunder, in any tangible or intangible form, such as but not limited to written, oral, visual, audio, those produced by electronic media, or through any other means, that is designated as confidential or that by its nature or circumstances surrounding its disclosure, should be reasonably considered as confidential.

Herein parties shall hold in complete confidence any and all information that the other party may receive from the other party about its business, operations, clients, methods, means and content of its work, systems, equipment, shareholders, investors, contracts, agreement(s), properties, the nature of documents/parcels delivered and received, the identity of the sender(s) and recipients of the delivered and received documents/parcels and other information similar to the foregoing, in the course of the performance of the work hereunder except as are specifically indicated by the other party as being for the release to the general public. Herein parties expressly understood and acknowledged herein that all information whether relevant to this Agreement or not, are considered confidential and therefore entitled to the protection of this paragraph. This Clause shall survive the termination of the Agreement for a period of five (5) years.

The parties agree to:

a. Disclose Confidential Information only to its stockholders, directors, officers, personnel and employees who need to have access to it for the purpose set out above, and ensure that they adhere and abide by these terms and conditions, and
b. Not copy or reproduce in whatever form any part of the Confidential Information except what may be reasonably necessary for the purpose set out above, in which event any copies or reproductions in writing so made shall be the property of the Disclosing Party.
c. Obtain the prior written consent of the other party prior to any public releases or announcements concerning the Agreements, or the services

The above requirements shall not apply to any part of information supplied by the Disclosing Party, which:

a. Is in or comes into the public knowledge without breach of this Agreement;
b. Is lawfully received by the Receiving Party without breach of this Agreement; or
c. Can be proven to have been in the Receiving Party's lawful possession prior to disclosure of the Disclosing Party; or
d. Information requested pursuant to any applicable statute, law, rule or regulation of any Government authority or pursuant to an order of any court or tribunal of competent jurisdiction; provided, however, that the Receiving Party shall advise the Disclosing Party in a timely manner of such order to enable the Disclosing Party to apply for such legal protection as may be available with respect to the Confidential Information.

The Receiving Party shall immediately notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information or any other breach of the confidentiality provisions, and shall cooperate with the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.

r. Definition of Terms

"AFFILIATE" means any entity controlled, directly or indirectly, by, under common control with, or controlling a party, and specifically includes without limitation, subsidiaries, partnerships, joint ventures, and other entities or operations for which the Party has operational or management control. For the purposes of this definition, control means the power to direct, or cause the direction of, the management and policies of such an entity whether by contract, law, or ownership of the majority of the voting shares or assets of another entity.

"CANCELLATION FEES" shall not be considered a penalty and equals sum of the Fee for the remainder of the then-current terms of the applicable Service(s).

"CUSTOMER" shall refer to purchaser and/or licensee or the Services as a signatory to this Agreement.

"CUSTOMER DATA" means all data or information submitted by or on behalf of Customer to the Products.

"DEPLOYMENT SERVICES" means the deployment services provided by INNOVE to CUSTOMER.

"End User License Agreements (EULA)" shall mean the applicable for use or purchase of software or third party products and/or services.

"End User Service Agreements (EUSA)" shall mean the applicable for use of subscribed services or third party products and/or services.

"FEES" means any fees paid or to be paid for Products and/or Services under an Order.

"FORCE MAJEURE EVENT" means any circumstances which are unforeseeable, and beyond the reasonable control of the party affected, including but not limited to acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, Internet service provider or hosting facility failures or delays, hardware, software or power systems not provided by INNOVE, or acts undertaken by third parties, including without limitation denial of service attacks.

"GLOBE" shall mean GLOBE TELECOM, INC.

"INTELLECTUAL PROPERTY RIGHTS" means copyrights (including, without limitation, the exclusive right to use, reproduce, modify, distribute, publicly display and publicly perform the copyrighted work), trademark rights (including, without limitation, trade names, trademarks, service marks, and trade dress), patent rights (including, without limitation, the exclusive right to make, use and sell), trade secrets, moral rights, right of publicity, authors' rights, contract and licensing rights, goodwill and all other intellectual property rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, regardless of whether such rights arise under the law of the United States or any other state, country or jurisdiction.

"SERVICES" means the services, deliverables and/or product to be provided to CUSTOMER by INNOVE as described in a SERVICE ORDER or SOW, as applicable.

"SERVICE DESCRIPTION" means the description of work activities and deliverables, of any applicable to the SERVICES and included as part of the SERVICE ORDER or SOW, as applicable.

s. Term

Unless mutually agreed in the Order Form, the Term shall be for a continuous period of twelve (12) months (MSP or Initial Contract Period) and yearly automatic renewal (Renewal Contract Period).

i. Contract Effectivity Date shall commence when both Parties have signed Customer Agreement and shall continue to be in effect in accordance with the Term defined in the Order Form. 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.

ii. 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.

iii. 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); 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.

t. 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.

u. Authorized Representatives, Authorized Signatory/ies, Notice

1. 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.

- 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:

  For ICT or Non Core Services or Wireline Services:

  Innove Communications, Inc.:
  The Globe Tower
  32nd Street corner 7th Avenue
  Bonifacio Global City
  Taguig City
  Philippines

  Addressed to: **[Authorized B2B Head Signatory]**
  Attention: Customer Relationship Manager named in the Order Form
  Cc: Legal Department (28th Floor, The Globe Tower)

v. **Proprietary Rights**

i. Customer's Proprietary Rights. CUSTOMER represents and warrants that it has the necessary rights, power and authority to transmit Customer Data to INNOVE under this Agreement. As between Customer and INNOVE , CUSTOMER will own all right, title and interest in and to (i) any data provided by CUSTOMER to INNOVE and/or Customer data accessed or used by INNOVE or transmitted by Customer to INNOVE or to INNOVE Equipment in connection with INNOVE 's provision of the Services, including, but not limited to, CUSTOMER data included in any written or printed summaries, analyses or reports generated in connection with the Services ("Customer Data"), (ii) all intellectual property, including patents, copyrights, trademarks, trade secrets and other proprietary information ("IP") of CUSTOMER that may be made available to INNOVE in the course of providing Services under this Agreement, and (iii) all confidential or proprietary information of CUSTOMER or CUSTOMER Affiliates, including, but not limited to, Customer Data, Customer Reports (as defined in Section X.3), and other Customer files, documentation and related materials, in each case under this sub-clause (iii), obtained by INNOVE in connection with this Agreement.

ii. During the Term, Customer grants to INNOVE a limited, non-exclusive license to use the Customer Data solely for the purposes contemplated by this Agreement and for INNOVE to perform the Services as contemplated in this Agreement. This Agreement does not transfer or convey to INNOVE or any third party any right, title or interest in or to the Customer Data or any associated IP rights, but only a limited right of use as granted in and revocable in accordance with this Agreement.

iii. INNOVE's Proprietary Rights. As between CUSTOMER and INNOVE, INNOVE will own all right, title and interest in and to the Software, Equipment and Documentation. This Agreement does not transfer or convey to CUSTOMER or any third party any right, title or interest in or to the Software, Equipment or Documentation or any associated IP rights, but only a limited right of use as granted in and revocable in accordance with this Agreement. INNOVE will retain ownership of all copies of the Documentation. INNOVE agrees to transfer all right, title and interest to any CUSTOMER purchased equipment (not including any INNOVE IP loaded onto such equipment) purchased by CUSTOMER pursuant to a Statement of Work. In addition, CUSTOMER agrees that INNOVE is the owner of all right, title and interest in all IP in any work, including, but not limited to, all inventions, methods, processes, and computer programs including any source code or object code, (and any enhancements and modifications made to them) contained within the Services and/or Products, collectively, the "WORKS"), developed by INNOVE in connection with the performance of the Services and of general applicability across INNOVE 's customer base, and CUSTOMER assigns to INNOVE all right, title and interest in any copyright that CUSTOMER may have in and to such

WORK; provided, however, that such WORK will not include information or data belonging, referencing, or pertaining to CUSTOMER or CUSTOMER Affiliates. Without limiting the foregoing, INNOVE will own all right, title and interest in all IP in any advisory data, threat data, vulnerability data, analyses, summaries, bulletins and information made available to Customer in INNOVE's provision of its Cyber Security Services. During the Term, INNOVE grants to Customer a limited, non-exclusive license to use such Works solely to receive the Services for CUSTOMER's or CUSTOMER's Affiliate's internal security purposes.

iv. CUSTOMER REPORT. CUSTOMER will own all rights, title and interest in and to any written summaries, reports, analyses, and findings or other information or documentation prepared exclusively for CUSTOMER in connection with the Managed Services (the "Customer Reports"). The provision by CUSTOMER of any CUSTOMER Report or any information in it to any unaffiliated third party does not entitle such third party to rely on the Customer Report or its contents in any manner or for any purpose, and INNOVE disclaims all liability for any damages (whether foreseen or unforeseen, direct, indirect, consequential, incidental, special, exemplary or punitive) arising from or related to reliance by any third party on any Customer Report or its contents.

v. Publicity, Trademarks and Logo. Without prior written approval signed by an authorized representative of INNOVE, CUSTOMER shall not, directly or indirectly, (i) use INNOVE's or INNOVE's name or any of INNOVE's or GLOBE's trademarks, service marks or logos, (ii) make any public announcement related to this Agreement or the Services or (iii) disclose any third party the fact that INNOVE's is CUSTOMER service provider.

vi. Return of Proprietary Information. On termination of this Agreement, each party will, at the request of the other party and to the extent practicable, return, or on the other party's request, destroy, all copies of the other party's IP and/or Confidential Information, including any Customer Data, in such party's possession, custody or control. For Customer purchased equipment, Customer must erase, destroy and cease use of all Software located on such Customer purchased equipment on expiry or termination of the Term.

w. Third Party Products (TPP)

i. END USER AGREEMENTS. CUSTOMER hereby accepts and agrees to comply with all applicable Third Party Agreements. Customer's use of Third Party Product is conditioned upon acceptance. Third Party Product Agreements may be amended from time to time. If Customer does not accept the amended Third Party Agreement, Customer must cancel the service impacted by such Third Party Product. INNOVE may suspend or cancel CUSTOMER's access to or right to use Third Party Product if Customer does not comply with or respond to a request from INNOVE or a Third Party Vendor to accept or agree to comply with an applicable Third Party Product Agreement. All applicable Third Party Products are incorporated by reference and made a part of this Agreement.

ii. THIRD PARTY PRODUCT LICENSE. Subject to CUSTOMER's acceptance of and compliance with applicable Third Party Product Agreements, INNOVE will supply to CUSTOMER and the Third Party Product Vendor will grant to CUSTOMER a non-exclusive, non-transferable license for the Term of this Agreement, and not for commercial distribution or other trade dealing.

iii. THIRD PARTY PAYMENTS. INNOVE, acting in its capacity as a reseller for the Third Party Product vendor, will invoice CUSTOMER for Third Party Product. CUSTOMER appoints as its agent for ordering, accepting delivery and making payment to the THIRD PARTY PRODUCT vendor on client's behalf.

iv. THIRD PARTY WARRANTIES. INNOVE makes no warranties, express or implied, as to Third Party Product, the only warranties for Third Party Product are set forth in all applicable Third Party Agreements.

v. THIRD PARTY PRODUCT INDEMNITY. CUSTOMER agrees to indemnify INNOVE against damages which INNOVE may incur in connection with CUSTOMER's violation of applicable Third Party Agreements.

vi. OTHER APPROVAL AND LICENSES. Where CUSTOMER uses third-party products or services that are not provided by INNOVE, CUSTOMER is responsible for obtaining all necessary approvals and licenses to authorize use of such third-party products or services in conjunction with the Service.

x. General Provisions

i. These Terms and Conditions shall be governed by and construed in accordance with Philippine laws and Customer agrees to submit to the exclusive jurisdiction of the Philippine court with venue in Makati City.

ii. In the event of conflict between the provisions in the Terms and Conditions of this Customer Agreement, and the provisions in the specific Supplemental Agreement, the provisions in the Supplemental Agreement shall prevail.

iii. By exhausting good faith negotiations and dispute resolution, the parties hereto shall endeavor their best to settle any dispute, difference, claim or question arising out of or in connection with these Terms and Conditions or as between parties, 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, amicably between themselves by negotiations. The first level of which shall be between the negotiating team and the second level of which will be the relevant group head of respective parties and subject to final resolution as judicially determined.

iv. These Terms and Conditions may be amended or modified only with the mutual written consent of the Parties.

v. The Parties shall NOT recruit or attempt to recruit the other Party's personnel who are directly involved in the performance of the Supply of Service, whether as employees, independent contractors or in any other capacity whatsoever for a period of twelve (12) months**.**

vi. **ASSIGNMENT:** Neither party can assign, transfer rights and obligations under this Agreement, in whole and in part, without prior written consent of the other party; provided, that no written consent shall be required to assign this Agreement to any parent or wholly owned subsidiary of a party, and further provided that INNOVE may assign this Agreement with CUSTOMER's prior consent to a successor by way of a merger, acquisition, sale, transfer or other disposition of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

vii. **FEEDBACK**. CUSTOMER agrees that any Feedback will be INNOVE's exclusive property of INNOVE. To the extent CUSTOMER owns any rights in the Feedback, it agrees to assign to INNOVE all right, title and interest in and to the Feedback.

viii. **EXPORT CONTROL**. Customer agrees to comply with all applicable local and foreign export laws, restrictions and regulations and not to export or re-export any product, technology or information it obtains or learns pursuant to its relationship with INNOVE in violation of any such laws, restrictions and regulations. CUSTOMER shall bear all expenses relating to any necessary licenses and/or exceptions with respect to the export from any country of the equipment purchased from INNOVE to any location in compliance with all applicable laws and regulations prior to the delivery of thereof by CUSTOMER. CUSTOMER shall indemnify and hold INNOVE harmless from all claims, damages and related expenses (including reasonable attorneys' fee) incurred by INNOVE that results from CUSTOMER's breach of this provision. INNOVE SHALL NOT BE LIABLE FOR CUSTOMER's VIOLATION OF ANY EXPORT OR IMPORT LAWS, WHETHER UNDER THE PHILIPPINES OR FOREIGN LAW.

ix. **INCORPORATION BY REFERENCE**. Where and if applicable, the terms of the Service Description(s), DPA, EULA(s), EUSA(s) and TPP Agreement(s), are incorporated into and made a part of this agreement by reference.

x. **RELATIONSHIP.** The relationship between the parties to this Agreement shall be that of an independent service provider. Nothing in this Agreement shall be construed to create or imply a partnership, joint venture, agency relationship or contract of employment.

xi. **NO THIRD-PARTY BENEFICIARIES.** Nothing herein expressed or implied is intended to or shall be construed to confer upon or give any person or entity, other than the parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

xii. **SUBCONTRACTORS**. Customer expressly consents to INNOVE's right to use subcontractors in connection with the performance of Services hereunder, provided that INNOVE shall remain responsible for its obligations under this agreement.

xiii. HIGH RISK ACTIVITIES. THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR HIGH RISK ACTIVITIES. ACCORDINGLY, INNOVE SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANT OF FITNESS FOR HIGH RISK ACTIVITIES. CUSTOMER WILL NOT INCORPORATE (WITHOUT THE EXPRESS WRITTEN APPROVAL OF INNOVE) ANY SERVICES INTO ANY SUCH PRODUCTS.

xiv. **DIRECTIVES**. CUSTOMER shall immediately notify INNOVE if CUSTOMER knows or has reason to believe that INNOVE has been or will be required, as a result of activity arising out of or related to this Agreement or the Services, by any court or administrative agency of the Philippines, by the PCI SSC, or by any legal process to respond to any subpoena, search warrant, discovery or other directive under the authority of such court, administrative agency, governmental inquiry or process in connection with any proceedings or investigation in which CUSTOMER or any of its affiliates, officers, directors, agents, employees, or subcontractors is involved. Whether or not such notice is given by CUSTOMER, CUSTOMER shall directly assist INNOVE in INNOVE 's attempt to reduce the burdens

of compliance with any such directive, and CUSTOMER shall reimburse any and all reasonable expenses incurred by INNOVE and its affiliate in complying with such directives, including, but not limited to, attorney's fees and INNOVE 's outside counsel attorneys' fees for representation and advise, travel and lodging expenses, and an hourly rate for the time spent by INNOVE in responding to such matters.

xv. **ENTIRE AGREEMENT; SEVERABILITY; SECTION HEADINGS**. This Agreement and the Statements of Work are the entire agreement between INNOVE and CUSTOMER with respect to its subject matter and supersede all prior oral and written understandings, agreements, communications, and Customer terms and conditions attached to a purchase order or agreements, including, but not limited to, any security or privacy agreements executed by the parties. No amendment to or modification of this Agreement, in whole or in part, will be valid or binding unless it is in writing and executed by authorized representatives of both parties provided, however that the Service Level Agreements may be amended from time to time by INNOVE , as reasonably necessary, in its reasonable discretion as long as such amendments (a) will have no material adverse impact on the Services, Service Levels or service credits, (where applicable), currently being provided to Customer by INNOVE ; and (b) are being affected with respect to all similarly situated INNOVE customers . If any provision of this Agreement is void or unenforceable, the remainder of this Agreement will remain in full force and effect. Section headings are for reference only and will not affect the meaning or interpretation of this Agreement.

xvi. **COUNTERPART AND ELECTRONIC SIGNATURE**. This Agreement and/or STATEMENT OF WORK 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 and/or STATEMENT OF WORK 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.

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ANNEX 1-A
END USER LICENSE AGREEMENT for CYBER SECURITY SERVICES

IDTBP EULA	https://www.wontok.com/end-user-license-agreement

ANNEX 1 - B
SERVICE DESCRIPTION AND STATEMENT OF WORK

1. SERVICE DESCRIPTION

IDTBP's NetSafety Scan is a real-time, no-install vulnerability assessment tool designed to quickly identify risks to your devices from web-borne threats. It offers a fast, user-friendly scan that detects exposures and vulnerabilities, providing immediate feedback and recommended action steps. Ideal for individuals, service providers, or businesses seeking peace of mind, NetSafety Scan delivers a prompt risk assessment and integrates seamlessly with Wontok's broader suite of cybersecurity solutions. Whether used for free trial campaigns or as a lead generation touchpoint, it equips users with insight into their online risk profile, enabling them to take informed measures to safeguard their digital environments.

Product Benefits:

1. Rapid Risk Visibility: Instantly uncovers potential security exposures without requiring any installation, reducing friction and saving time.
2. User Empowerment: Provides clear, actionable feedback that helps users understand and strengthen their cybersecurity posture.
3. Effective Lead Generation: Serves as an engaging free-entry tool to attract prospects, build trust, and guide them toward advanced security solutions.
4. Scalable and Accessible: Because it is browser-based, it can reach large audiences, including less technical users.
5. Seamless Integration: Works in tandem with other Wontok offerings, enabling an easy path from risk awareness to full protection.
6. Peace of Mind: Gives users confidence by highlighting vulnerabilities before they can be exploited.

Product Features:

1. **No-Install, Web-Based Scan:** Users can initiate the scan directly in their browser; no download or installation needed.
2. **Real-Time Vulnerability Detection:** Identifies web-borne threats and exposures as soon as the scan is run.
3. **Quick Risk Assessment:** Provides an immediate, easy-to-understand summary of security issues and risk level.
4. **Guided Remediation Suggestions:** Recommends steps or Wontok solutions to address identified risks.
5. **Lead Generation-Friendly Design:** Suitable for marketing campaigns, free trials, or other customer engagement channels.
6. **Device-Agnostic:** Works across a range of devices, without needing device-specific software installations.
7. **Engagement Tool:** Helps organisations initiate cybersecurity conversations with users by making risk visible and actionable.
8. **Brand Alignment with Full Product Portfolio:** Leverages Wontok's reputation and integrates into their "Engagement Tools" family, leading into more comprehensive device- or family-protection offerings.

1. SCOPE OF WORK

- **Project Scope**
    a. Enable customers to subscribe to NetSafety Scan.
    b. Provide customers with access to a VA landing page to submit their website details.
    c. Perform vulnerability scanning on submitted websites and generate reports.
    d. Deliver VA reports to the customer.

- **RACI Matrix**

Task / Activity	PM	TL	Client	Support Team	QA
Requirements Gathering	A	S	C		I
Solution Design	C	A	I		
Development	I	R		S	
Testing	I	S			A
Post-launch Support & Monitoring	I		I	A	C

- **OUT-OF-SCOPE**

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Work not explicitly listed in the Scope of Work is considered out of scope and excluded from this Agreement. Additionally, troubleshooting, maintenance, or issues related to third-party platforms fall outside the scope of after-sales support and are the sole responsibility of the customer UNLESS separately agreed upon AND INCLUDED IN THE PROPOSAL.

- **OBLIGATIONS OF THE PARTIES (***License and services***)**

  - **OBLIGATION OF INNOVE**
    - **Innove shall perform its scope/deliverables in ANNEX 1 - B**
      - Performs functions relating to documentation and provisioning of the service that includes the following:
        i) Collect the necessary data and/or document, pursuant to the Service Terms and Conditions such as the Scoping Document;
        ii) Process the application and inform the Customer of the status;
        iii) Obtain the Customer's consent to provide its contact details to Licensor to enable Customer to establish contact with Licensor and vice versa for product concerns;
      - Perform the following Services to Customer:
        i. Scope the user requirements by;
            i. Defining the service and solution deliverables;
            ii. Identifying the SOW/ and SLA details per engagement;
            iii. Validating and executing the Customer terms and conditions;
        ii. Innove shall perform the following services, as may be applicable:
            a. For Consulting services and Subscriptions for license only, Innove will not partake to any Program Management obligations but ensure the completion and quality of the order.
            b. For products that require Licensor's professional services, Innove will perform only the following Project Management functions:
                1. Overseeing the implementation to Customer;
                2. Ensuring that activities are delivered based on an agreed plan and timeline;
            c. For subscriptions that requires professional services and managed services from Innove or for subscriptions that would require professional services from the Licensor and Managed Services from Innove, Innove will perform the following Project Management functions:
                1. Ensuring that activities are delivered based on an agreed plan and timeline;
                2. Ensuring that the delivery of the project is within the scope. If there are changes in the scope, a change management process will take place.
                3. Monitoring the process of identifying and managing risk
                4. Ensuring that issues are cleared in a timely and reasonable manner;
                5. Monitor project status and provide project communications such as Status Report;
                6. Ensures project acceptance and proper documentation of the project;
                7. Monitor onboarding and transition of service with the customer.
      - Process customer's subscription to the product/service.
      - Perform services in accordance with the detailed Service Description and Statement of Work in ANNEX 1-B.
      - In so far as the scope that is strictly INNOVE's, it will exert commercially reasonable efforts to meet industry standards.

    - **Innove shall perform Customer complaint handling in EXHIBIT 1 OF ANNEX 1-B (Escalation Matrix and Customer Handling)**

  - **OBLIGATION OF CUSTOMER**
    a. Customer shall pay INNOVE the fees in accordance with the terms and conditions on Fees (Section 5 of these Terms and Conditions) and as stated in ANNEX 3- ORDER FORM (Fees and Payment Terms).
    b. Customer shall provide consent for Innove to share Customer's details to Third Party Vendor for the purpose of activation, provisioning of account and product support;
    c. Customer and its End Users agree to sign, abide by and comply with the applicable Agreement and Third Party terms
    d. Customer (Company Signatory) shall assign an internal "Administrator" as a single point of contact (SPOC) and provide their contact details. The administrator shall be the single source of communications for matters concerning:
        a. the access privileges of users/roles
        b. the management of user groups
        c. the assignment of purchased apps depending on assigned role

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d. all product concerns

e. **Cooperation**. CUSTOMER acknowledges that INNOVE's performance and delivery of the Services are contingent upon: (A) Customer providing safe and hazard-free access to its personnel, facilities, equipment, hardware, network and information as deemed reasonably necessary for INNOVE to perform or implement the Services, and (B) Customer's timely decision-making, providing the requested information and granting of approvals or permissions. CUSTOMER must promptly obtain and provide to INNOVE any required licenses, approvals or consents necessary for INNOVE's performance of the SERVICES. INNOVE will be excused from its failure to perform its obligations under this agreement to the extent such failure is caused solely by CUSTOMER's delay in performing or failure to perform its responsibilities under this agreement.

f. **Connecting to Manage Devices.** If and to the extent that INNOVE is providing managed or co-managed MSS Services, the obligations of INNOVE to comply with the Service Level Agreements applicable to the MSS Services are dependent on INNOVE's ability to connect directly to the CUSTOMER devices on the CUSTOMER's network through an authenticated server in INNOVE's secure operations centre. If INNOVE is required to connect to CUSTOMER devices via a non-standard means, such as Customer's VPN or other indirect connection, then, to the extent that INNOVE's provision of MSS Services requires access to such managed or co-managed devices in connection with any incident response or help desk request, INNOVE (i) can does not make no any guarantees nor give any assurances of compliance with the Service Level Agreements , and (ii) has no responsibility or liability for any failure to perform or delay in performing its obligations or meeting its Service Level Agreements to the extent such failure or delay is caused by such indirect access.

- **ROLES AND RESPONSIBILITIES**

a. Customer Responsibilities

In order to facilitate delivery, CUSTOMER has the responsibility to provide or help provide the following:

a. Provide Innove and its authorized partner personnel with suitable office space, and other accommodations and facilities that may reasonably require performing the services. Provide also all necessary security badges and clearances if needed.

b. Before the start of the engagement, obtain any licenses or approvals related to these resources that may be necessary for Innove and its authorized partner to perform the services. Innove and its authorized partner will be relieved of its obligations that are adversely affected by the customer's failure to promptly obtain such licenses or approvals. Customer agrees to reimburse Innove and its authorized partner for any reasonable costs and other amounts, including costs of litigation and settlements, that Innove and its authorized partner may incur from the failure to obtain these licenses or approvals;

c. Provide all necessary information, documents, and materials required to enable Innove and its authorized partner to render the Services. Customer agrees that all information disclosed or to be disclosed to Innove and its authorized partner is and will be true, accurate, and not misleading in any material respect. Innove and its authorized partner will not be responsible for any loss, damage, delay, or deficiency arising from inaccurate, incomplete, or otherwise defective information or materials supplied by the Customer or its representative;

d. Be responsible for the identification of, interpretation of, and compliance with, any applicable laws, regulations, and statutes that affect the existing systems, applications, programs, or data to which Innove and its authorized partner, will have access during the Services, including applicable data privacy, export, import laws and regulations, and product safety and regulatory compliance.

e. Allow Innove and its authorized partner to cite your company name and the general nature of the Services Innove and its authorized partner performed for you to Innove and its authorized partner's other customers and prospective customers as an indication of Innove and its authorized partner 's experience, unless both you and Innove and its authorized partner specifically agree otherwise in writing;

f. Provide necessary interfaces to 3rd party applications. Customers will provide required access to Innove and its authorized partner resources to facilitate services and deliverables outlined in this document.

g. This project can only be started upon the receipt of Purchase Order, signed SLA, and settlement of the down payment.

h. In-case the project has been postponed/on-hold by request of the customer, it is the customer's responsibility to provide the soonest available date to continue otherwise the project will be deemed and agreed closed after six (6) months (max) even without the support of sign-off.

b. Innove Responsibilities

9. If applicable, hosts a project initiation meeting to introduce the key project members to the customer. This meeting reviews and validates the engagement objectives and assumptions. The objective of this meeting is to ensure a clear understanding and agreement of the engagement details.
10. If applicable, after internal kickoff, secure a schedule for implementation planning and kick-off meetings with the Customer.
11. Furnishes project implementation plan with the help of Authorized Partner involved Subject Matter Experts if applicable.
12. Secures all agreed deliverables and performs a sync-up meeting to let customers and Authorized Partner agree that all are delivered and all issues that may occur along the implementation phase.
13. If applicable, hosts an engagement closure meeting with the customer to review the completed activities, review any remaining outstanding action items and determine next steps
14. Make recommendation based on best practices pertaining to the customer's requirements
15. Ensure that proper scoping was conducted and the provided solutions fit the needs and the requirements of the customer.
16. Develop delivery timelines with the Customer and with Innove and authorized partner resources for the bundled Services, if applicable.
17. If applicable, provide to Customer the implementation guidelines for service implementation plan
18. Oversee and manage implementation of the service to the customer if applicable.
19. Monitors closely the implementation of the project and provides timely update to stakeholders and customer if applicable.
20. Shall install, activate and Test the service together with authorized partner before handover to the customer, if applicable
21. Provide Customer-side post-installation validation steps to Customer, , if applicable
22. Notify the Customer that the Service has been enabled, and provide activation support to the Customer. A provisioning email will be sent to the Customer that will explain the necessary technical changes needed to make use of the Service, if applicable
23. Submit turn over documents (e.g. PCA etc) to customers for review and acceptance.
24. Conducts Proper transition of service to customer
25. Insofar as the scope is strictly INNOVE, it will exert commercially reasonable efforts to meet industry standards.

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EXHIBIT 1 OF ANNEX 1-B
ESCALATION MATRIX AND CUSTOMER HANDLING

a) SUPPORT CHANNELS

1. Technical Support

a. Principal Partner Support Details

Service Description	Contacts
Email	support@wontok.com
Portal	support.wontok.com

2. Billing Support

Details	Contacts
CARE (Non-Technical)	bizsupport@globe.com.ph

b) ESCALATION MATRIX

f) Technical

Level	Contact Point	Role	Response Time	Escalation Criteria
Level 1	Support Helpdesk support@wontok.com	Customer Support Agent	Within 4 hours	First point of contact for general support
Level 2	Technical Support Team support@wontok.com	Tier 2 Engineer	Within 8 hours	Issue unresolved or requires technical input
Level 3	Support Manager support@wontok.com	Regional Support Lead	Within 1 business day	Ongoing issue or SLA risk
Level 4	Customer Relationship Manager support@wontok.com	Dedicated Client Relationship Mgr	Within 1 business day	Commercial impact or urgent client concern
Level 5	Executive Escalation support@wontok.com	Head of Customer Success / COO	Immediate (as required)	Critical issue affecting business operations

g) Product/Commercials

Level	Name	Support Designation	When to Escalate	TAT
1	Assigned Customer Relationship Manager	Assigned Customer Relationship Manager		8x5 Business Hours Except Holidays
2	Katrina Santiago	B2B Cybersecurity Product Manager Email Address: krpanganiban@globe.com.ph Contact Number: +63 (917) 5880853	Support team did not acknowledge the request regarding product support	
	Mico Celestial	B2B Cybersecurity Product Manager Email Address: mico.celestial@globe.com.ph		

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		Contact Number: +63 (917) 6885226		
3	Marie Sia	B2B Cybersecurity Product Manager Email Address: marie.sia@globe.com.ph Contact Number: +63 (917) 6885511	If escalation 2 are unresponsive	

c) B2B NON-TECHNICAL SUPPORT

a. Disputed Billings

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

b. Innove shall endeavor to settle all disputed billings with the Customer at the earliest possible time. The foregoing notwithstanding, Innove reserves the right to disconnect the Service without prior notice if any Statement of Account remains unpaid after the due date. Innove shall not be liable to the Customer in any way for the disconnection and Innove's only obligation shall be to reconnect the Service without penalty or fee and rectify any amount erroneously paid and such amount shall be credited to the next bill, in the event the Customer's complaint proves to be valid. Innove will decide the billing complaints based on its records.

b. Changes in Billing Address

The Customer shall inform Innove in writing of any change in billing address by emailing bizsupport@globe.com.ph. Innove shall not be responsible for the consequences of Customer's inability to receive and pay its bills as a result of its failure to timely notify Innove.

c. Escalation Matrix

Details	Contacts	Business Hours
CARE (Non-Technical)	bizsupport@globe.com.ph	Mon-Sun, 8AM-8PM
Customer Email Escalation touch point	B2B_EscalationSupport@globe.com.ph	24/7

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EXHIBIT 2 OF ANNEX 1 – B
SERVICE LEVEL AGREEMENT

a. SERVICE LEVEL AGREEMENT

Severity Level	Description	Impact	Expected Response Time	Escalation Path
Severity 1 (Critical)	System or service completely down; no workaround available.	Major business operations halted.	Immediate response	Escalate directly to Executive Escalation (Level 5)
Severity 2 (High)	Major functionality impaired; no workaround available.	Significant impact on operations or SLA.	Response within 4 hours	Escalate through Support Manager to Executive if unresolved
Severity 3 (Medium)	Partial loss of functionality; workaround available.	Moderate business impact, non-critical.	Response within 8 hours	Escalate from Technical Support Team upwards if needed
Severity 4 (Low)	Minor issue; no significant impact.	General inquiries, cosmetic defects, or requests.	Response within 1 business day	Handled by Support Helpdesk, escalate if unresolved
Severity 5 (Request)	Non-urgent questions, feature requests, or enhancements.	No immediate impact.	Response as per agreed SLA	Managed at Level 1, escalate only if required

b. TERM AND EFFECT OF SLA

This SLA shall be valid and binding within the agreed period of this Agreement. GLOBE reserves the right to modify, amend this SLA at any time, subject to thirty (30) days prior written notice to Customer. Specific terms to this SLA may be adjusted on a case-to-case basis in accordance with the relevant Service Agreement for certain Customers. This SLA shall be interpreted in accordance with and is made expressly subject to the terms of the relevant Service Agreement. In case of consistencies between the terms of this SLA and the Customer Agreement, the relevant terms of the Customer Agreement shall prevail over this SLA. This SLA shall in no way be interpreted to amend or modify the terms of the Customer Agreement.

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EXHIBIT 3 OF ANNEX 1 – B
PRODUCT/SERVICE SPECIFIC TERMS & CONDITIONS

a) TERMS APPLICABLE TO CERTAIN SERVICES

1. Applicable to Professional Services. Professional Services will commence on a mutually agreed upon date. Estimates provided for Professional Services performed on a time and material basis are estimates only and not a guaranteed time of completion.

2. Applicable to Support Services. Support subject to the Technical Support and Maintenance Terms and Conditions. The support period begins at the date the Support is resold and may be renewed by the Customer subject to the payment of applicable support fees and end-of-life policy. If the Customer fails to maintain support continuously and the Customer wants Support to be reinstated, the Customer must purchase support to cover the period from the expiration of the previous Support period until the Support is Current. Innove may also charge an out-of-compliance fee.

3. Applicable to Security Services. Should a Statement of Work include security scanning, testing, assessment, forensics, or remediation Services ("Security Services''), Customer understands that INNOVE may use various methods and software tools to probe network resources for security-related information and to detect actual or potential security flaws and vulnerabilities. CUSTOMER authorizes INNOVE to perform such Security Services (and all such tasks and tests reasonably contemplated by or reasonably necessary to perform the Security Services or otherwise approved by CUSTOMER from time to time on network resources with the IP Addresses identified by CUSTOMER. CUSTOMER represents that, if CUSTOMER does not own such network resources, it will have obtained consent and authorization from the applicable third party to permit INNOVE to provide the Security Services. INNOVE will perform Security Services during a time frame agreed with CUSTOMER. The Security Services, such as penetration testing or vulnerability assessments, may also entail buffer overflows, fat pings, operating system specific exploits, and attacks specific to custom coded applications but will exclude intentional and deliberate DOS ("Denial of Service'') attacks. Furthermore, CUSTOMER acknowledges that the Security Services described could possibly result in service interruptions or degradation regarding the CUSTOMER's systems and CUSTOMER accepts those risks and consequences. CUSTOMER consents and authorizes INNOVE to provide any or all of the Security Services with respect to the CUSTOMER's systems. CUSTOMER further acknowledges that it is the Customer's responsibility to restore network computer systems to a secure configuration after INNOVE's testing.

4. Applicable to Compliance Consulting Services. Should a Statement of Work include compliance testing or assessment or other similar compliance advisory Services ("Compliance Services"), Customer understands that, although INNOVE's Compliance Services may discuss or relate to legal issues, INNOVE does not provide legal advice or services, none of such Services will be deemed, construed as or constitute legal advice and that Customer is ultimately responsible for retaining its own legal counsel to provide legal advice. Furthermore, the Customer Reports provided by INNOVE in connection with any Compliance Services will not be deemed to be legal opinions and may not and should not be relied on as proof, evidence or any guarantee or assurance as to Customer's legal or regulatory compliance.

5. Applicable to Payment Card Industry Compliance Consulting Services. Should a Statement of Work include payment Card industry ("PCI") compliance auditing, testing or assessment or other similar PCI compliance advisory Consulting Services ("PCI Compliance Services"), Customer understands that INNOVE's PCI Compliance Services do not constitute any guarantee or assurance that security of Customer's systems, networks and assets cannot be breached or are not at risk. These PCI Compliance Services are an assessment, as of a particular date, of whether Customer's systems, networks and assets, and any compensating controls meet the applicable PCI standards. Mere compliance with PCI standards may not be sufficient to eliminate all risks of a security breach of Customer's systems, networks and assets. Furthermore, INNOVE is not responsible for updating its reports and assessments, or enquiring as to the occurrence or absence of such, in light of subsequent changes to Customer's systems, networks and assets after the date of INNOVE's final report; unless a signed Statement of Work expressly requiring the same is signed and entered into between the parties.

b) FEES; INVOICING

1. **Customer Subscription.** The terms of Customer's subscription begin on the start date set forth in ANNEX 3 – ORDER FORM and will continue for the period of time stated in APPENDIX 1 ("Initial Subscription Term"). Prior to the end of the initial subscription Term, the length and pricing for renewal terms will be agreed to ("Renewal Subscription Term"); otherwise, Customer's subscription will terminate at the end of the initial subscription Terms (or the then applicable renewal subscription term).

2. **Customer Order.** Customer's Orders are non-cancellable and non-refundable by Customer and delivery/performance dates may be changed only upon Innove's written consent. Innove may reject without liability any Order submitted by Customer that is inconsistent with this agreement or Innove's quote/order. Innove may discontinue Products or Service offerings at any time but shall provide the Customer written notice of such discontinuance and shall fulfill an Order previously accepted by the Customer and/or provide for end of life notices to pre-existing Customers.

3. **Professional Services Fees**. The fees and billing milestones for Professional Services are set forth in ANNEX 3 – ORDER FORM.

4. **Consulting Service Fees.** The fees and billing milestones for Consulting Services are set forth in ANNEX 3 – ORDER FORM.

5. **Usage Fees.** The fees are set forth in ANNEX 3 – ORDER FORM.

6. **Temporary Disconnection.** In the event that the Customer's subscription is temporarily disconnected due to (a) non-payment of fees or (b) a request initiated by the Customer, the contract duration shall remain unaffected. The subscription term shall continue to run as originally agreed, without any extension or suspension of the contract period. *If applicable*

7. **Reconnection and Associated Fees.** If the Customer requests reconnection of the service during the contract period and reconnection is applicable, the Customer shall be required to pay any applicable reconnection fees. *If applicable*

8. **Customer Obligation.** Any temporary disconnection does not waive their obligation to fulfill all contractual payments, and any outstanding balances, reconnection fees, or other applicable charges must be settled prior to service restoration. *If applicable*

c) GENERAL ASSUMPTIONS

i) In order to effectively work with the Customer to resolve any technical issues that may arise, it is important that complete and timely information is provided.
   j) Designated Contacts (Customer Authorized Representatives) -- Customers' primary point-of-contact (POC) or a designee, must be available to Innove and its authorized partner during the entire engagement. The representative must have sufficient authority to schedule testing and address any issues that may arise.
   k) Technical Scoping and Solution Summary. The information above is based on data gathered by INNOVE's B2B CyberSec Business Consultant team during discovery meetings and conversations with customers leading up to the creation of the Statement of Work for proposed services to be delivered by Innove and its authorized partner. The information documented and recorded in this Scope of Work section will confirm the Customer's environment with all its included features and services are being deployed and identify any issues up front, avoiding potential implementation issues that could potentially arise in the provisioning process.

ii) Innove and its authorized partner shall provide a group of qualified resources and engagement will be housed in the Innove facility for proper management. Innove and its authorized partner shall be responsible for the deployment of resources involved in rendering the service. Any project related expenses incurred such as onsite services which require travel, accommodations and other miscellaneous expenses that are not identified in this proposal shall be billed to the Customer.

iii) It is also important for customers to involve the assigned INNOVE B2B CyberSec Business Consultant in discussions regarding deployed solutions, and product roadmaps. This will ensure full product potential is realized in the Customer environment.

iv) Customer shall use the prescribed communication channels by Innove for service delivery.

v) Customer should have internet connectivity.

vi) Customer should enable infrastructure for remote management.

vii) Customer should have a Local Area Network (LAN) or request a new solution if needed.

viii) Complete and timely information is crucial for effective technical issue resolution.

ix) Customer should provide appropriate credentials and access for support activities.

x) The subscription shall terminate upon the subscription end date unless a renewal order has been duly submitted and accepted prior to such date. Failure to submit the required renewal order prior to the subscription end date shall result in the deactivation of the subscription and cessation of the associated services upon expiration.

xi) Any renewal or reinstatement after the subscription end date shall be subject to the applicable Licensor terms and conditions, including any applicable renewal requirements, pricing, and other charges.

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xii) Any service modification in the subscription may be requested through the assigned Customer Relationship Manager or CARE (Non-Technical) <bizsupport@globe.com.ph>.

d) LIMITATIONS AND EXCLUSIONS

i) Only those services defined in the Scope of Work section will be part of the scope.
ii) Innove will not be liable for any delay or impact on the service level targets that may be caused by any third parties.
iii) Integration costs for third party applications, service requests beyond the scope, requires extra manpower support and any project related expenses that are not identified in this proposal will be charged separately. A separate proposal of add ons will be sent upon assessment. This is subject to the approval of the Customer.
iv) Any incident not related to the base product design shall be out of scope and will be referred to as the Change Request and Service Request Process. Service-related organizational changes shall be handled by the customer.
v) Data backup / data migration and configuration of database. Innove and its authorized partner are not liable to any data loss, so we suggest that the customer should properly back up everything before engagement. Customer will be responsible for ensuring that there is appropriate backup, security and virus-checking procedures in place for any computer facilities provided or which may be affected by the Services.
vi) Implementation of failover, high availability, and/or disaster recovery, unless specifically defined herein.
vii) Attack Remediation. The process of dealing with attacks or security breaches is not included in the service unless specified otherwise.
viii) Might violate legal or regulatory requirements.

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ANNEX 3
ORDER FORM – CYBER SECURITY SERVICES

__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

___ Service Modification
___ Termination (Please provide existing CID: _____)

__ Master Service Agreement (MSA) DS/LCR No.: ____
__ Service Agreement/Terms and Conditions/Service Schedule/Customer Agreement DS/LCR No.: _____

By executing this Order Form in relation to the:
___x___ Initial Order;
_____ Amendment to Order Form No. ____ with amendment by way of Supplemental Agreement;
_____ Renewal of Order;
_____ Extension of Order;
_____ New/Additional Order,

To Business Solutions Consultant: Please identify the project for the request

for the provision of _____ (the "Service") the Parties—namely, Innove Communications, Inc. ("Service Provider") and _____ ("Customer") under the Service Agreement/Terms and Conditions/Service Schedule/Customer Agreement/Customer Service Schedule (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.

- **CYBER SECURITY SERVICE INFORMATION**

Product Number / SKU	Description	Quantity	Unit	Unit Price	Total Price		
					MRC	ARC	OTC

CM to reflect BOM from BSC

Currency :
Total MRC :
Total OTC :
Contract Term :
(from Billing Commencement Date [and Billing Commencement Date is defined to be reckoned from Service Acceptance])

- **NOTES**

a. **Contract Term.** Defined in number of months, with a minimum contract term of twelve (12) months.

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b. **Renewal Contract Period**. Renewal shall be subject to mutual agreement of the Parties no later than three (3) months prior to the expiration of the Contract Term.

c. **Pre-termination Fee**. Equivalent to the Monthly Recurring Charge (MRC) multiplied by the remaining number of months in the subscription. (MRC x Remaining No. of Months of Subscription).

d. **Fees & Payment Terms.**
   i. Customers shall pay Innove based on the payment terms defined in the Bill of Materials or pricing table above.
   ii. Subsequent add-ons to the Service. All subsequent add-ons to the service shall be coterminous with the initial license subscription agreement availed of which shall be computed and charged as prorated.

e. **Billing Commencement**. Service Commencement Date shall be the commencement of the billing (Billing Commencement Date) when the Customer is deemed obligated to pay.

New subscription:

- For license activation only, billing commencement will be when the license is received and the customer is able to activate and access the applicable Customer portal or application.
- For platform/application, billing commencement will be when the designated Customer SPOC has received login details and is able to access the applicable Customer portal or application.
- For professional, deployment advisory and consulting services, billing commencement will be upon sending onboarding calls or welcome email to the customer.
- For the professional Service, billing commencement will be upon successful transition of the in scope domain/web application from Staging to Live environment. Confirmation from Customer shall be via signed PCA or email confirmation whichever comes first.
- Project/Implementation Services: the later of (i) the Service Activation Date or (ii) the Project Completion Date. If Customer acceptance is required but not issued within xxx business days from Innove's written completion notice (absent any written defect report), the Services shall be deemed accepted and billing shall commence thereafter.
- On-Demand Services: the Service Activation Date, defined as the date the Provider completes provisioning/activation pursuant to Customer's request.
- Entitlement/Coverage/Subscription-based Services: deemed delivered and billable upon issuance/enrollment/coverage start date (whichever occurs first), without need for Customer acceptance or actual usage.
- SOC Services shall commence and be billable on the SOC Service Commencement Date, defined as the earliest of: (i) Provider's issuance of SOC access / platform onboarding readiness; (ii) actual start of monitoring and incident handling based on received telemetry; or (iii) [X] days after Provider's "Ready to Operate" notice, unless delay is attributable to Provider. Customer's failure to complete required onboarding dependencies shall not delay service commencement nor billing. Absence of written rejection within [X] business days from Provider's activation notice shall constitute deemed acceptance. Monthly fees shall be payable throughout the term regardless of incident volume or usage.
- Augmented SOC
  Augmented SOC services shall be billable from the date the assigned resources report for duty / access is granted / onboarding begins (whichever occurs earliest). Customer delays in granting access or tools shall not suspend billing.
- The customer will be billed for overage fees once the subscribed license quantity, capacity, or usage for the service has been exceeded.

Renewal:
For platform/application, billing commencement will be when the licenses activation is extended and the customer is able to access the applicable Customer portal or application.

f. **Contract Effectivity and Service Commencement.**
Notwithstanding the stated contract signing or effectivity date, the applicable legal clauses, obligations, and commercial terms shall take effect based on the actual service activation date, whichever occurs later. Any reference to the contract effectivity date shall, for all operational and billing purposes, be deemed superseded by such date.

g. **Exchange Rate.** The Customer shall pay based on the currency set forth in this contract.

h. **Taxes.** Twelve percent **(12%**) value-added tax (VAT) is excluded and will be charged to Customer.

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i. **Other Charges (if applicable)**
   1) Customer billing shall likewise cover such other valid expenses by Licensor relating to the provisioning of the product/ services, maintenance of the device/ HW or CPEs and such other related consulting services rendered. This shall be invoiced to the Customer apart from the MRF as part of allied services.
   2) Excludes cost of airfare, accommodation, and shipping of devices (when necessary).

j. **Pricing Adjustments**. Innove reserves the right to modify rates prior to the end of the Minimum Subscription Period (MSP) or Term (if MSP is not applicable) in cases such as market price changes, inflation, change of law, or other material factors beyond Innove's control (e.g., consumer price index, exchange rates, fuel/power costs).

k. **Validity of Offer**. Proposal is valid for thirty (30) days from the date issued; prices may change after this period.

l. **Demo-to-Purchase (if applicable)**
   1. The Customer may use the service, at no charge, for a duration of two (2) weeks from Acceptance of the Service. Beyond this two (2) weeks demo-to-purchase duration, the actual subscription period takes effect and normal billing shall commence.
   2. The commercial negotiation is required to be concluded/agreed upon by both parties and Customer must notify Innove in writing at least 24 hours before the end of the Demo to Purchase period.

m. **Conflict of Interpretation**. In the event of conflict, the Service Schedule shall prevail regarding service terms and conditions, while the Order Form shall prevail regarding specific order details.

- **GENERAL PROVISIONS**
  - 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.
  - If the Customer has a Value Added Service (VAS) license from National Telecommunications Commission (NTC), it shall ensure that its end customers sign an acceptance document from the Service Provider.
  - 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 of the Services under this Order Form are concerned.
  - Except to the extent superseded by this Supplemental Agreement/Order Form, the existing order described in the _____ Service Schedule/Customer Service Schedule between Innove Communications, 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.
  - 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.
  - By using this Service, Customer is deemed to have accepted and bound by these terms and conditions governing the Service, which is subject to change without prior notice.

- **CUSTOMER AND CUSTOMER RELATIONSHIP MANAGER INFORMATION**

COMPANY/SUBSCRIBER INFORMATION	
Company Name	
Full Address	
BILL DELIVERY DETAILS	
Electronic Bill	
Billing Address	
Bill Delivery Email Address	
BILLING SINGLE POINT OF CONTACT (SPOC)	
Billing Contact First Name	
Billing Contact Last Name	

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Billing Contact Email Address	
COMPANY AUTHORIZED SINGLE POINT OF CONTACT (SPOC)	
First Name	
Last Name	
Mobile Number	
Email Address	
Position in The Company	
COMPANY AUTHORIZED SIGNATORY	
First Name	
Last Name	
Mobile Number	
Email Address	
Position in The Company	
CUSTOMER RELATIONSHIP MANAGER DETAILS	
Customer Relationship Manager	
Customer Relationship Manager Email	
Mobile Number	

- **APPLICATION REQUIREMENTS**
  - **Proof of Identity of Authorized SPOC -** Company ID (without pic)
  - **Proof of Identify of Company -** SEC Registration of Corporations/Partnerships/NOGs/Foundations, CDA Registrations of Cooperatives, Business Permits/DTI Registration for Small and Medium Businesses
  - **Proof of Authority -** Original Notarized Secretary's Certificate, Board Resolution, Standard Letter of Authority
  - **Proof of Billing Address (latest copy) -** Public Utility Bill, Credit Card Statement, Club Statement, Bank Statement Authority
  - **Proof of Financial Capacity (latest copy) -** Bank Statement/Passbook, Audited Financial Statement, ITR, Certificate of Paid-up Capital for Pre-operating Companies (copy issued to SEC), Business Permit
  - **Tax Exemption Certificate** (if necessary)
  - **Notarized Contract of Lease -** Authorization Letter issued by the Landlord (with Landlord's Proof of ID)
  - **Provisionary Authority (PA)** (if necessary)

  **All applications are subject to approval by Innove. Additional documents may be requested if deemed necessary.*
  **All listed document requirements are subject to change without prior notice.*

- **SOLUTION SUMMARY**

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EXHIBIT "2" TO THIS ORDER FORM
MOBILE SERVICE AGREEMENT



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).

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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;
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.

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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. 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.

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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.

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.

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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

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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.

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.

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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

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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.

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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.

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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.

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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.

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

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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 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.

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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.

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

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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.

ANNEX "1-A"
ACCEPTABLE USE POLICY

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

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

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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:

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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:

- “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

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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.

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";

ii. Perform billing (such as invoicing to Customer) and collection functions;

iii. 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.

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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

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

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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.

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

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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.

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;

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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) 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.

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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 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

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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.

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. PROHIBITED 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

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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 -

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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

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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.

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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.

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*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.

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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)

ANNEX "3"
ORDER FORM



DDate: _____
x Initial Order
___ Existing Customer (for other services)
___ New Customer

____ Amendment to Order
___ Upgrade
___ Downgrade
___ Transfer of Location

____ Addendum

____ Renewal of Order
___ Auto Renew
___ Not Auto Renew

____ Extension of Order

____ Renewal with Amendment/Addendum;

____ Extension with Amendment/Addendum;

____ Reinstatement with Renewal/Extension/Amendment/Addendum;

____ 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.

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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
Effective Date of the Service Agreement. The Service Agreement shall be effective and binding from the last date that both Parties have signed, 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;
_ Others (Pls. specify: _____)

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.
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.

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II.

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. 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.

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

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	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)

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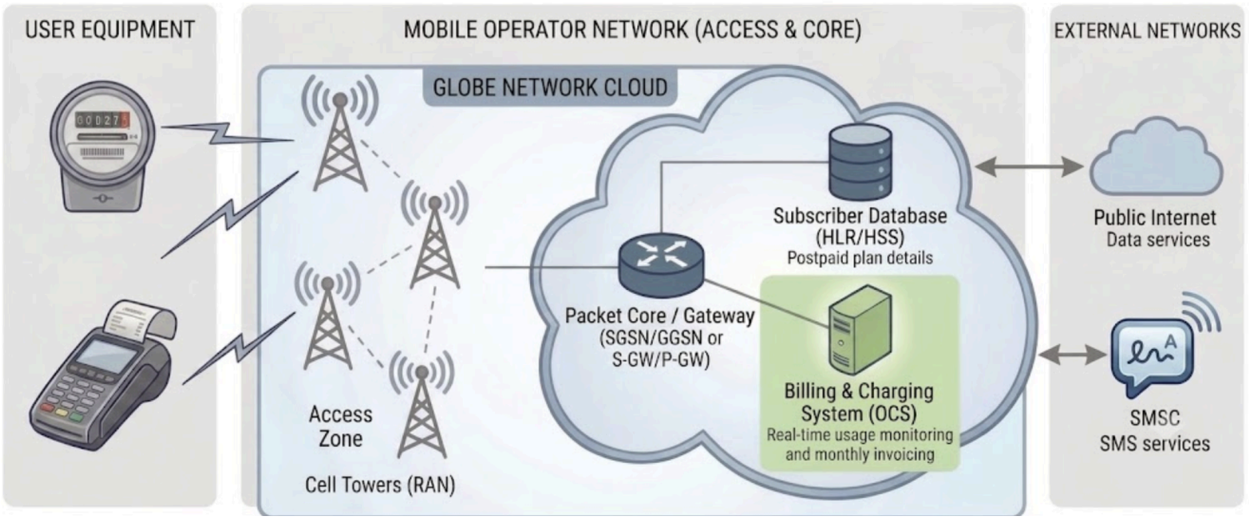
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8. Provisional Authority (PA)
9. Certificate of Public Convenience and Necessity (CPCN)
10. VAS License

** 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



NON STANDARD TECHNICAL DIAGRAM

_____

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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**

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

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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**

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.

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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:	_____
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

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Date Signed:	_____

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: _____

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EXHIBIT “2” TO THIS ORDER FORM
SPECIAL PRICING

_ Applicable
_ Not Applicable

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EXHIBIT "3" TO THIS ORDER FORM
UCAAS SERVICE CUSTOMER AGREEMENT

SCHEDULE 2:
APPENDIX 1
CUSTOMER AGREEMENT FO GLOBE UNIFIED COMMUNICATION AS A SERVICE (UCCAAS)

This Agreement is entered into by and between Innove Communications, Inc. 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.****

This Agreement is governed by the signed Customer Agreement Innove Communications, Inc. and _____ dated _____ ("CA"), if any. The parties agree that the Supplemental Agreement shall only contain 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 Customer 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 Customer 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***

2.1 The following annexes/attachments shall form part of this Agreement:

SCHEDULE 2: Globe Unified Communication as a Service (UCCaaS)
Appendix 1: Customer Agreement for Globe Unified Communication as a Service (UCCaaS ;
Annex 1-A : End User License Agreement, Terms of Use, Third Party Terms;

Annex 1-B-: Service Description and Statement of Work
Exhibit 1 of Annex 1-B: Escalation Matrix and Customer Handling;
Exhibit 2 of Annex 1-B: Service Level Agreement
Exhibit 3 of Annex 1-B: Product/Service Specific Terms & Conditions

Annex 2: Supplemental Agreement to the Customer Agreement for **Globe Unified Communication as a Service UCCaaS**;

Annex 3 Order Form.

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

2.2 In the event of conflict of interpretation, the Order of Precedence shall be as follows:

2.2.1 If applicable, Between MSA and the Service Agreement/Terms and Conditions/Service Schedule/Customer Agreement, the MSA prevails insofar as the general terms are concerned and the Service Agreement/Terms and Conditions/Service Schedule/Customer Agreement prevails insofar as the terms of relevant Service is concerned;

2.2.2 Between the Service Agreement/Terms and Conditions/Service Schedule/Customer Agreement and its Supplemental is concerned, the Supplemental Service Agreement/Terms and Conditions/Service Schedule/Customer Agreement of the relevant Service prevails;

2.2.3 Between the Service Agreement/Terms and Conditions/Service Schedule/Customer Agreement or its Supplemental and the Order Form, the Service Agreement/Terms and Conditions/Service Schedule/Customer 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.

2.3 By using this Service, Customer is deemed to have accepted and bound by these terms and conditions governing the Service, which is subject to change without prior notice.

2.4 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***

Innove shall process Customer's application for Service only if the following are provided:

- Signed copy of the Application Form
- All required credit documentation
- Such other documents as may be required by Innove.

Approval of applications shall be at Innove's sole discretion. Innove reserves the right to approve or disapprove any application for Service. Innove shall not be required to give any reason for disapproving any application. Customer acknowledges that it/he/she has no cause of action for the disapproval of his application.

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

4. ***Billings***

4.1 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.

4.2 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. Customer shall promptly pay such supplementary bills on or before their due dates.

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4.3 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@globecom.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.

4.4 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*

5.1 Due Dates

5.1.1 Billing shall commence upon Service Commencement Date alternatively referred to as Billing Commencement Date as defined in Section 19.3 (Term) and the specific applicable Service Commencement shall be as provided in the relevant Order Form.

5.1.2 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.

5.1.3 The Customer shall pay Service Provider via:

5.1.3.1 Cheque.

5.1.4 Payments shall be made payable to INNOVE Telecom, Inc. for wireline services and INNOVE Telecom, Inc. for wireless services.

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

5.1.6 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.

5.1.7 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*

6.1 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.

6.2 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

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terminate the Service in Section 13 (Service Disconnection, Suspension or Termination), in Section 13.1.1 (Termination for Convenience), in Section 13.1.2 (Termination for a Cause) whether such bills have been questioned or not [suspension and termination may vary for Non-Core Service]. 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. Taxes, Shipping, Risk and Loss for Local Corporation

7.1 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.

7.2 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.

7.3 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.

7.4 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.

7.5 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.INNOVE.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.

7.6 Purchases by Affiliates. Unless otherwise agreed in writing, Customer will procure that any Affiliate of Customer who submits an order to Innove for SERVICES agrees to abide by the terms of this agreement and Customer is liable for any failure to comply or other breach of this agreement by any such Affiliate. Innove, in its sole discretion, may discontinue selling SERVICES to any Affiliate of Customer or may require additional payment and/or credit conditions for such Affiliate.

7.7 Third-Party Product Purchases. If CUSTOMER is purchasing, or subsequently purchases, any third party products or services through Innove under a Statement of Work, then, as applicable, CUSTOMER will comply with the terms and conditions attached to this Agreement or Statement of Work relating to such third party product or service.

8. ***Taxes, Shipping, Risk and Loss*** **for Foreign Corporation**

8.1 The Fees to be paid by 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, 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.

8.2 Purchases by Affiliates. Unless otherwise agreed in writing, Customer will procure that any Affiliate of Customer who submits an order to Innove for SERVICES agrees to abide by the terms of this agreement and Customer is liable for any failure to comply or other breach of this agreement by any such Affiliate. INNOVE, in its sole discretion, may discontinue selling SERVICES to any Affiliate of Customer or may require additional payment and/or credit conditions for such Affiliate.

8.3 Third- Party Product Purchases. If CUSTOMER is purchasing, or subsequently purchases, any third party products or services through Innove under a Statement of Work, then, as applicable, CUSTOMER will comply with the terms and conditions attached to this Agreement or Statement of Work relating to such third party product or service.

9. **Force Majeure**

9.1 INNOVE shall not be liable to Customer for any loss, damage or cost arising out of or relating to failure to perform any of its obligations if such failure results from Force Majeure/ Fortuitous Events and for such other situations beyond the control of Innove.

9.2 Force Majeure shall refer to acts of God; fires; explosions; vandalism; cable cuts; storms: hurricanes, floods, earthquakes or other similar occurrences; any law, order regulation, direction, action or request of the Republic of the Philippines, or of any other government, including state and local governments having or claiming jurisdiction over a Party or of any department, agency, commission, bureau, corporation, or other instrumentality of any local government, or of any civil or military authority; national emergencies; unavailability of materials or rights-of-way; insurrections; riots; terrorism; wars; strikes, lock-outs, embargoes, or work stoppages; pandemic, epidemic or other public health crisis (including any government-imposed quarantines, restrictions or measures responding to the outbreak of infectious disease), and other labor difficulties, supplier failures, shortages, and such other events analogous to the foregoing that lead to delays.

10. **Indemnification and Limits of Liability**

10.1 Each Party (Indemnifying party) shall indemnify and hold the other (Indemnified Party) free and harmless from any claims or suits for damages, any loss, costs arising from the Indemnifying Party's material breach of this Agreement, violation of applicable law or for such other fraud, gross negligence, willful misconduct, bad faith relating to its obligation.

10.2 Customer understands and agrees that it is responsible for End-User behavior on the Services. Customer agrees to indemnify, defend and hold harmless Innove, its parent companies, business partners, licensors, directors, officers, employees, agents, and any third-party vendors 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 misuse, or use of service offerings in any other manner or for any purpose other than expressly permitted by this Agreement, or any attempt to (a) modify, distribute, alter, tamper with, repair, or otherwise create derivative works of any Content included in the Service Offerings (except to the extent Content included in the Service Offerings is provided to Customer under a separate license that expressly permits the creation of derivative works), (b) reverse engineer, disassemble, or decompile the Service Offerings or apply any other process or procedure to derive the source code of any software included in the Service Offerings (except to the extent applicable law

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doesn't allow this restriction), (c) access or use the Service Offerings in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (d) resell or sublicense the Service Offerings; or any unauthorized use of IP rights-protected Trademarks, licensor marks. This includes 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 and any breach to the Licensor/Services terms. This includes reimbursement for all reasonable attorneys' fees, all costs and expense associated with the claim. Further, Customer acknowledges that the Service contains valuable trade secrets and proprietary information and that any actual or threatened breach of this Agreement constitutes immediate, irreparable harm for which monetary damages would be an inadequate remedy. Customer acknowledges that injunctive relief is an appropriate remedy for such breach. These obligations will survive any termination of Customer relationship with Innove or Customer use of the Services.

10.3 Except for Innove's obligations under this contract and subject to 10.1 hereof on Indemnity, Innove shall be held free and harmless from any damage, loss, claim, expense cost arising from Customer's use of these Services, or inability to use the Services.

11. **Limitation of Liability**

11.1 Subject to 11.2 herein, each Party (Indemnifying Party) shall not be liable to the other (Indemnified Party) for any losses, special, indirect, consequential or incidental damages, including loss of profits or revenues, loss of prospective business advantage, loss of anticipated savings, loss of goodwill or reputation, loss data, loss of cover or losses arising from claims, or arising out of furnishing, performance or use of the services performed hereunder whether alleged as breach of contract, tort, negligence, strict liability, breach of warranty, regardless of whether the Indemnifying Party had been advised of such damages. Innove shall not be liable for any damages caused by delay in delivery and furnishing the services.

11.2 In the event that Innove is held liable for damages to Customer, Innove's liability shall NOT EXCEED THE AMOUNT THAT CUSTOMER ACTUALLY PAID TO Innove UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTH PERIOD BEFORE THE EVENT OF LIABILITY AROSE.

11.3 In no event will Innove be liable for any damages whatsoever, including, but not limited to any direct, indirect, incidental, consequential, special, exemplary damages EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER INNOVE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) CUSTOMER'S INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR CUSTOMER USE OF OR ACCESS TO THE SERVICE OFFERINGS, (II) INNOVE AND IT'S LICENSOR'S DISCONTINUATION OF ANY OR ALL OF THE SERVICE OFFERINGS, OR, (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SERVICE LEVEL AGREEMENTS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR CUSTOMER USE OF OR ACCESS TO THE SERVICE OFFERINGS; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, including but not limited to loss of profit, anticipated savings, loss of data, or other indirect damages, arising out of (i) the use of or inability to use of the Service, or the content, (ii) any transaction conducted through or facilitated by the Service; (iii) any claim attributable to errors, omissions, or other inaccuracies in 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, even if advised of the possibility of such damages.

12. **Warranties**

12.1 Limited Warranty. Except as expressly stated in the preceding sentence and to the maximum extent permitted by law, INNOVE, including its Affiliates, subcontractors and agents and each of their respective employees, directors and officers (collectively, the INNOVE Parties) make no express or implied warranties, guarantees, representations or conditions with respect

to any of the Products, Services or Customer Reports, including, but not limited to, any warranty of merchantability, fitness for a particular purpose, performance, suitability or non-infringement or any warranty relating to third party products or third party services.

12.2 LICENSED EQUIPMENT (CPE). In the event of a defect in the materials or workmanship of the CPE, CUSTOMER shall have the right to return such defective CPE to INNOVE, and INNOVE shall, at INNOVE's election and expense, either repair or replace such defective CPE. CUSTOMER shall be solely responsibility for all costs associated with repairing or replacing any CPE damaged by accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure of electric power, air conditioning or humidity control; causes other than ordinary use; or any damages resulting from a breach of CUSTOMER's obligations hereunder.

12.3 PURCHASED EQUIPMENT. INNOVE warrants to CUSTOMER, for the benefits of CUSTOMER only, that any purchased equipment (excluding software) furnished by INNOVE pursuant to this Agreement will be free from defects in materials and workmanship for ninety (90) days from the date of shipment of the equipment. In the event of a defect in the materials and workmanship of the equipment during the said warranty period, CUSTOMER shall have the right to return such defective equipment to INNOVE, and INNOVE shall, at INNOVE's election and expense, either repair or replace such defective equipment. After such warranty expires, INNOVE shall have no obligation to repair or replace such defective equipment. During such warranty period, CUSTOMER shall be solely responsible for all cost associated with repairing or replacing any equipment damaged by accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure of electric power, air conditioning or humidity control; causes other than ordinary use; or any damage resulting from a breach of CUSTOMER's obligations hereunder. This clause shall not apply to Third Party Products (TPP).

12.4 CUSTOMER WARRANTIES. CUSTOMER represents and warrants to the following. Without limiting or other remedy that INNOVE may have, CUSTOMER agrees to indemnify and hold INNOVE and its affiliates harmless from and against all liabilities, losses, damages, costs and expenses, including without limitation reasonable legal fees and cost incurred by INNOVE resulting from CUSTOMER's breach of this provision.

12.5 CUSTOMER TECHNOLOGY & INFORMATION. CUSTOMER represents and warrants and use of information, specifications and data provided by CUSTOMER to INNOVE will not constitute an infringement upon any patent, copyright, trade secret, other intellectual property right of any third party.

12.6 CUSTOMER's USE OF SCANNING SERVICES. CUSTOMER represents and warrants that it has full right, power and authority to consent to have INNOVE, either directly or through any services, scan IP address and/or URL and/or domain names identified to INNOVE by CUSTOMER for scanning, whether electronically or by any other authorizations from any third parties necessary for INNOVE to perform the Services, including without limitation, third party data centers, co-locations and hosts. INNOVE will not be required to execute agreements with such third parties. CUSTOMER acknowledges and understands that accessing and scanning IP addresses and penetration testing .

12.7 CUSTOMER's USE OF INNOVE PROVIDED TECHNOLOGY. CUSTOMER's use of INNOVE portals, reports, and scanning solutions is subject to the following restrictions:

12.7.1 CUSTOMER may use the services and portals only to scan IP addresses, URLs and domain names owned by and registered by CUSTOMER;

12.7.2 Portals, services, and reports may only be used for the stated purposes in this Agreement for CUSTOMER's internal business purposes in accordance with all applicable laws (including any export controls laws); and,

12.7.3 CUSTOMER shall limit access to portals to only those employees and/or contractors who have on obligation of confidentiality with CUSTOMER and have a requirement for such access on a "need to know" basis. CUSTOMER shall be solely responsible for disabling portal accounts for those employees and/or contractors who no longer require access. CUSTOMER agrees that all INNOVE provided portals, including without limitation its functionality and contents, are confidential information, and CUSTOMER's use and/or access to any INNOVE Portal is subject to the terms of this Agreement. CUSTOMER shall NOT:

12.7.3.1 Decompile, reverse engineer, disassemble, or otherwise derive any component of the portals including the software embedded therein;

12.7.3.2 Modify, enhance, translate, alter, tamper with, upgrade or create derivatives works of the portals, software or documentation;

12.7.3.3 Strip out or alter any trademark, service mark, copyright, patent, trade secret or intellectual property notices, legends, markings or indications on or within any component of the portals, software or documentation,

12.7.3.4 Merge TPP or any part of the SERVICE with other software; or attempt (12.7.3.1), (12.7.3.2), (12.7.3.3) and/or (12.7.3.4)

12.8 END USER. Unless specified otherwise in the applicable Statement of Work, CUSTOMER represents and warrants that it is the ultimate person to use or consume all Services provided pursuant to this Agreement.

13. Termination of Contract

13.1 Termination

If the Customer decides to pre-terminate the contract before its expiration or for any other reasons stated in this section "Section 13.1 Termination", Customer shall ensure that all customer data are properly protected as provided below prior to notification of termination in accordance with this Customer Contract, which presupposes that Customer has initiated the appropriate measures listed below and accordingly observes the proper procedure for back-up prior to termination.

Termination procedure shall be as follows:

Customer shall:

- Back-up any applications and data that the customer wants to retain in their premise. All resources and data that were stored in the account will be lost and cannot be recovered.
- Provide INNOVE a written notice of termination/pre-termination thirty (30) days prior to the effective date of termination. Customer shall be liable to pay the recurring charges until the effective date of termination as stated in Section 13.2 Effects of Termination.

It is important to note that INNOVE in accordance to Licensor/Services processes, policies and procedures in terminating/closing an account shall terminate/close the Customer respective account upon any circumstances stated in this section (Section 13.1 Termination).

13.1.1 Termination for Convenience.

13.1.1.1 Customer may terminate this Agreement for any reason by providing INNOVE with notice and closing the Customer account for all Services for which we provide an account closing mechanism.

13.1.1.2 INNOVE may terminate this Agreement for any reason by providing the Customer at least 30 days' advance notice.

13.1.1.3 This shall be without prejudice to the Customer's obligation to pay liquidated damages equivalent to the MSF multiplied by the number of months remaining within the contract term. Please refer to ANNEX 3 – Order Form, Except for "on demand pay only if used" services.

13.1.2 Termination for Cause.

By Either Party. Either party may terminate this Agreement for cause if the other party is in material breach of this Agreement and the material breach remains uncured for a period of 30 days from receipt of notice by the other party or when the other party is suffering from an Insolvency Event by sending a written notice of termination specifying the breach committed by the other party. The termination shall take effect thirty (30) days after the termination notice is sent unless the breach is curable and cured to the satisfaction of the terminating party and the latter sends written notice within the said 30-day period acknowledging that the breach has been cured. This shall be subject to Clause 13.2.1.2 where Customer shall remain responsible for charges incurred up to the time of termination.

Insolvency Event means the happening of any of these events:

a. an application is made to a court for an order, or an order is made, that a party be wound up;
b. a party enters into any financial arrangement, compromise or composition with or assignment for the benefit of any of its creditors;
c. a party has a receiver, receiver and manager, trustee in bankruptcy, provisional liquidator, administrator, liquidator or other like person appointed to or over part or all of its assets or business; or
d. Any act or event that has a substantially similar effect to any of the events specified above.

By INNOVE and or its Licensor/Services. INNOVE may also terminate this Agreement immediately upon notice to Customer

4. for cause if INNOVE have the right to suspend
5. if our relationship with a third-party partner who provides software or other technology INNOVE uses to provide the Service Offerings expires, terminates or requires INNOVE to change the way INNOVE provides the service on account of licensor software change, or
6. in order to comply with the law or requests of governmental entities.

13.2 Effect of Termination.

13.2.1 Generally. Upon the Termination Date:

13.2.1.1 All Customer rights under this Agreement will immediately terminate; except for obligation to pay for accrued due and demandable payables, which is a condition to enable Customer to extract its data subject to INNOVE's validation and further notification

13.2.1.2 In the event of Termination for Cause, Customer shall remain responsible for all fees and charges it has incurred up to the Termination Date.

13.2.1.3 In the event of pre-termination by the Customer by "Termination for Convenience", Customer shall be responsible for any fees and charges multiplied by the remainder of the term depending on the service subscribed by the Customer:

13.2.1.4 Customer shall immediately return or, if instructed by us, destroy all material and relevant Content in Customer possession, if any; and

13.2.1.5 The Termination of the rights to Customer is without prejudice to its obligations under the following sections of Appendix 1;

As applicable, Section 18 (Definitions),ANNEX 3 - ORDER FORM (Fees; Invoicing and Payment Terms), Section 10 (Indemnification and Limits of Liability) will continue to apply in accordance with their terms.

13.2.1.6 In the event of termination for convenience under Section 13.2.1.1, the accrued rights and obligations of the Parties at the time of the termination shall be respected. Furthermore, and only when applicable, should the termination for convenience be initiated by INNOVE, INNOVE shall ensure the continuous, smooth and proper transition of the service/s provided to the Customer.

13.2.1.7 Termination or Expiration of a Statement of Work will not be construed, by implication or otherwise, to constitute this Agreement or any other existing Statement of Work. In the event that this Agreement is terminated, any open Statement of Works will also terminate.

13.2.2 Post-Termination.

During the 30-day period following the Termination Date and in accordance with the Customer Contract, (Exhibit 1 of Appendix 1):

13.2.2.1 INNOVE will not take action to remove from the Licensor systems any of Customer's Content as a result of the termination subject to 13.2.1.1 hereof where Customer shall retrieve the content; and

13.2.2.2 Customer is allowed to retrieve their Content from the Services, provided the Customer has paid all amounts due under this Agreement.

For any use of the Services after the Termination Date, the terms of this Agreement will apply and Customer will pay the applicable fees.

13.3 INNOVE reserves the right to terminate the service with prior written notice to Customer in the event that circumstances arise which prevents INNOVE from providing the Service. In such an event, it will be the sole responsibility of the Customer to download and delete its data before the termination of the service takes effect.

14. ***Cross Default***

Service Provider reserves the right to summarily terminate INNOVE or INNOVE 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.

15. **Data Privacy**

15.1 Where applicable, each party agrees to the following security, privacy and data protection measures and provisions:

15.1.1 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 INNOVE's data privacy policies which adopts INNOVE's (INNOVE Telecom, Inc) data privacy policy (http://www.INNOVE.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. Customer shall appoint an Administrator internally who shall be in charge of managing, operating and controlling the data that will be for use by its End Users. The Administrator shall likewise function as the single point of contact (SPOC) with Licensor for the necessary Documentation to be fulfilled as part of Service's implementation activities. The Customer or its Administrator shall create and implement Customer's data information security policy.

15.1.2 Customer shall obtain all required consents under the Data Privacy Act of 2012 and all Relevant Laws before providing personal information. This includes the obligation to obtain the End User's acceptance of the Service/s to signify consent to the processing of Customer Data/Information or personal identifiable information pursuant to the purpose of this Agreement. Customer or through its Administrator shall exercise strict confidentiality and employ reasonable measures to ensure that its Administrator officers, directors, employees, agents, attorneys, predecessors, successors, and assigns will hold such Customer Data Information with strictest confidence in accordance with this Agreement.

15.1.3 Customer acknowledges that INNOVE may use personal information to the extent necessary to comply with the requirements of the law and legal processes. Customer allows INNOVE 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,

15.1.4 provided that INNOVE 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.

15.1.5 Subject to the terms and conditions of the relevant Licensor Terms, the Customer accepts/consents that some portions of the Service may require that personal information be provided. Such personal information refers to any and all information relating to the End User/s (including, but not limited to the name, contact number, email address, and mailing address) obtained via Customer access to or use of the Service.

15.1.6 With Customer consent, INNOVE 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 User knowingly provide via the service.

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

16. ***Representation and Warranties***

16.1 Each Party represents and warrants that:

16.1.1 it possesses the power and authority to enter into this Agreement;

16.1.2 the signatory is duly authorized to execute and that the terms and conditions of this Agreement shall be binding upon the Customer.

16.2 Service Provider:

16.2.1 Service Provider shall endeavor to provide the Services reasonably in accordance with industry standards.

16.2.2 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.

16.2.3 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.

16.2.4 For Non-Core Service/s, the Service Provider's warranty cannot extend beyond the terms of the EULA/AUP/ToU or third-party terms as it is proscribed from making any representation and warranty in excess of what the licensor can warrant.

16.3 Customer:

16.3.1 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;

16.3.2 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;

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16.3.3 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;

16.3.4 Customer represents and warrants that the Service shall be used for legal purposes in accordance with this Agreement;

16.3.5 Customer represents and warrants that it shall not ascribe to the Service Provider or its affiliate/s to be a telecommunication service provider;

16.3.6 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.

16.4 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.

16.5 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.

17. ***Confidentiality***

As used herein, the term "Confidential Information" shall mean all non-public, confidential or proprietary information disclosed hereunder, in any tangible or intangible form, such as but not limited to written, oral, visual, audio, those produced by electronic media, or through any other means, that is designated as confidential or that by its nature or circumstances surrounding its disclosure, should be reasonably considered as confidential.

Herein parties shall hold in complete confidence any and all information that the other party may receive from the other party about its business, operations, clients, methods, means and content of its work, systems, equipment, shareholders, investors, contracts, agreement(s), properties, the nature of documents/parcels delivered and received, the identity of the sender(s) and recipients of the delivered and received documents/parcels and other information similar to the foregoing, in the course of the performance of the work hereunder except as are specifically indicated by the other party as being for the release to the general public. Herein parties expressly understood and acknowledged herein that all information whether relevant to this Agreement or not, are considered confidential and therefore entitled to the protection of this paragraph. This Clause shall survive the termination of the Agreement for a period of five (5) years.

The parties agree to:

a. Disclose Confidential Information only to its stockholders, directors, officers, personnel and employees who need to have access to it for the purpose set out above, and ensure that they adhere and abide by these terms and conditions, and
b. Not copy or reproduce in whatever form any part of the Confidential Information except what may be reasonably necessary for the purpose set out above, in which event any copies or reproductions in writing so made shall be the property of the Disclosing Party.
c. Obtain the prior written consent of the other party prior to any public releases or announcements concerning the Agreements, or the services

The above requirements shall not apply to any part of information supplied by the Disclosing Party, which:

a. Is in or comes into the public knowledge without breach of this Agreement;
b. Is lawfully received by the Receiving Party without breach of this Agreement; or

c. Can be proven to have been in the Receiving Party's lawful possession prior to disclosure of the Disclosing Party; or
d. Information requested pursuant to any applicable statute, law, rule or regulation of any Government authority or pursuant to an order of any court or tribunal of competent jurisdiction; provided, however, that the Receiving Party shall advise the Disclosing Party in a timely manner of such order to enable the Disclosing Party to apply for such legal protection as may be available with respect to the Confidential Information.

The Receiving Party shall immediately notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information or any other breach of the confidentiality provisions, and shall cooperate with the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.

18. ***Definition of Terms***

"AFFILIATE" means any entity controlled, directly or indirectly, by, under common control with, or controlling a party, and specifically includes without limitation, subsidiaries, partnerships, joint ventures, and other entities or operations for which the Party has operational or management control. For the purposes of this definition, control means the power to direct, or cause the direction of, the management and policies of such an entity whether by contract, law, or ownership of the majority of the voting shares or assets of another entity.

"CANCELLATION FEES" shall not be considered a penalty and equals sum of the Fee for the remainder of the then-current terms of the applicable Service(s).

"CUSTOMER" shall refer to purchaser and/or licensee or the Services as a signatory to this Agreement.

"CUSTOMER DATA" means all data or information submitted by or on behalf of Customer to the Products.

"DEPLOYMENT SERVICES" means the deployment services provided by INNOVE to CUSTOMER.

"End User License Agreements (EULA)" shall mean the applicable for use or purchase of software or third party products and/or services.

"End User Service Agreements (EUSA)" shall mean the applicable for use of subscribed services or third party products and/or services.

"FEES" means any fees paid or to be paid for Products and/or Services under an Order.

"FORCE MAJEURE EVENT" means any circumstances which are unforeseeable, and beyond the reasonable control of the party affected, including but not limited to acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, Internet service provider or hosting facility failures or delays, hardware, software or power systems not provided by INNOVE, or acts undertaken by third parties, including without limitation denial of service attacks.

"INNOVE" shall mean INNOVE TELECOM, INC.

"INTELLECTUAL PROPERTY RIGHTS" means copyrights (including, without limitation, the exclusive right to use, reproduce, modify, distribute, publicly display and publicly perform the copyrighted work), trademark rights (including, without limitation, trade names, trademarks, service marks, and trade dress), patent rights (including, without limitation, the exclusive right to make, use and sell), trade secrets, moral rights, right of publicity, authors' rights, contract and licensing rights, goodwill and all other intellectual property rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, regardless of whether such rights arise under the law of the United States or any other state, country or jurisdiction.

"SERVICES" means the services, deliverables and/or product to be provided to CUSTOMER by INNOVE as

described in an SERVICE ORDER or SOW, as applicable.

"SERVICE DESCRIPTION" means the description of work activities and deliverables, of any applicable to the SERVICES and included as part of the SERVICE ORDER or SOW, as applicable.

19. ***Term***

Unless mutually agreed in the Order Form, the Term shall be for a continuous period of twelve (12) months (MSP or Initial Contract Period) and yearly automatic renewal (Renewal Contract Period) if applicable.

19.1 Contract Effectivity Date shall commence when both Parties have signed Customer Agreement and shall continue to be in effect in accordance with the Term defined in the Order Form. 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.

19.2 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.

19.3 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.

20. ***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.

21. ***Authorized Representatives, Authorized Signatory/ies, Notice***

- 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.

- 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:

  For ICT or Non Core Services or Wireline Services:

  Innove Communications, Inc.:
  The INNOVE Tower

32nd Street corner 7th Avenue
Bonifacio Global City
Taguig City
Philippines

Addressed to: **[Authorized B2B Head Signatory]**
Attention: Customer Relationship Manager named in the Order Form
Cc: Legal Department (28th Floor, The INNOVE Tower)

22. **Proprietary Rights**

22.1 Customer's Proprietary Rights. CUSTOMER represents and warrants that it has the necessary rights, power and authority to transmit Customer Data to INNOVE under this Agreement. As between Customer and INNOVE, CUSTOMER will own all right, title and interest in and to (i) any data provided by CUSTOMER to INNOVE and/or Customer data accessed or used by INNOVE or transmitted by Customer to INNOVE or to INNOVE Equipment in connection with INNOVE's provision of the Services, including, but not limited to, CUSTOMER data included in any written or printed summaries, analyses or reports generated in connection with the Services ("Customer Data"), (ii) all intellectual property, including patents, copyrights, trademarks, trade secrets and other proprietary information ("IP") of CUSTOMER that may be made available to INNOVE in the course of providing Services under this Agreement, and (iii) all confidential or proprietary information of CUSTOMER or CUSTOMER Affiliates, including, but not limited to, Customer Data, Customer Reports (as defined in Section X.3), and other Customer files, documentation and related materials, in each case under this sub-clause (iii), obtained by INNOVE in connection with this Agreement.

22.2 During the Term, Customer grants to INNOVE a limited, non-exclusive license to use the Customer Data solely for the purposes contemplated by this Agreement and for INNOVE to perform the Services as contemplated in this Agreement. This Agreement does not transfer or convey to INNOVE or any third party any right, title or interest in or to the Customer Data or any associated IP rights, but only a limited right of use as granted in and revocable in accordance with this Agreement.

22.3 INNOVE's Proprietary Rights. As between CUSTOMER and INNOVE, INNOVE will own all right, title and interest in and to the Software, Equipment and Documentation. This Agreement does not transfer or convey to CUSTOMER or any third party any right, title or interest in or to the Software, Equipment or Documentation or any associated IP rights, but only a limited right of use as granted in and revocable in accordance with this Agreement. INNOVE will retain ownership of all copies of the Documentation. INNOVE agrees to transfer all right, title and interest to any CUSTOMER purchased equipment (not including any INNOVE IP loaded onto such equipment) purchased by CUSTOMER pursuant to a Statement of Work. In addition, CUSTOMER agrees that INNOVE is the owner of all right, title and interest in all IP in any work, including, but not limited to, all inventions, methods, processes, and computer programs including any source code or object code, (and any enhancements and modifications made to them) contained within the Services and/or Products, collectively, the "WORKS"), developed by INNOVE in connection with the performance of the Services and of general applicability across INNOVE's customer base, and CUSTOMER assigns to INNOVE all right, title and interest in any copyright that CUSTOMER may have in and to such WORK; provided, however, that such WORK will not include information or data belonging, referencing, or pertaining to CUSTOMER or CUSTOMER Affiliates. Without limiting the foregoing, INNOVE will own all right, title and interest in all IP in any advisory data, threat data, vulnerability data, analyses, summaries, bulletins and information made available to Customer in INNOVE's provision of its Cyber Security Services. During the Term, INNOVE grants to Customer a limited, non-exclusive license to use such Works solely to receive the Services for CUSTOMER's or CUSTOMER's Affiliate's internal security purposes.

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22.4 CUSTOMER REPORT. CUSTOMER will own all rights, title and interest in and to any written summaries, reports, analyses, and findings or other information or documentation prepared exclusively for CUSTOMER in connection with the Consulting Services (the "Customer Reports"). The provision by CUSTOMER of any CUSTOMER Report or any information in it to any unaffiliated third party does not entitle such third party to rely on the Customer Report or its contents in any manner or for any purpose, and INNOVE disclaims all liability for any damages (whether foreseen or unforeseen, direct, indirect, consequential, incidental, special, exemplary or punitive) arising from or related to reliance by any third party on any Customer Report or its contents.

22.5 Publicity, Trademarks and Logo. Without prior written approval signed by an authorized representative of INNOVE, CUSTOMER shall not, directly or indirectly, (i) use INNOVE's or INNOVE's name or any of INNOVE's or INNOVE's trademarks, service marks or logos, (ii) make any public announcement related to this Agreement or the Services or (iii) disclose any third party the fact that INNOVE's is CUSTOMER service provider.

22.6 Return of Proprietary Information. On termination of this Agreement, each party will, at the request of the other party and to the extent practicable, return, or on the other party's request, destroy, all copies of the other party's IP and/or Confidential Information, including any Customer Data, in such party's possession, custody or control. For Customer purchased equipment, Customer must erase, destroy and cease use of all Software located on such Customer purchased equipment on expiry or termination of the Term.

23. ***Third Party Products (TPP)***

23.1 END USER AGREEMENTS. CUSTOMER hereby accepts and agrees to comply with all applicable Third Party Agreements. Customer's use of Third Party Product is conditioned upon acceptance. Third Party Product Agreements may be amended from time to time. If Customer does not accept the amended Third Party Agreement, Customer must cancel the service impacted by such Third Party Product. INNOVE may suspend or cancel CUSTOMER's access to or right to use Third Party Product if Customer does not comply with or respond to a request from INNOVE or a Third Party Vendor to accept or agree to comply with an applicable Third Party Product Agreement. All applicable Third Party Products are incorporated by reference and made a part of this Agreement.

23.2 THIRD PARTY PRODUCT LICENSE. Subject to CUSTOMER's acceptance of and compliance with applicable Third Party Product Agreements, INNOVE will supply to CUSTOMER and the Third Party Product Vendor will grant to CUSTOMER a non-exclusive, non-transferable license for the Term of this Agreement, and not for commercial distribution or other trade dealing.

23.3 THIRD PARTY PAYMENTS. INNOVE, acting in its capacity as a reseller for the Third Party Product vendor, will invoice CUSTOMER for Third Party Product. CUSTOMER appoints as its agent for ordering, accepting delivery and making payment to the THIRD PARTY PRODUCT vendor on client's behalf.

23.4 THIRD PARTY WARRANTIES. INNOVE makes no warranties, express or implied, as to Third Party Product, the only warranties for Third Party Product are set forth in all applicable Third Party Agreements.

23.5 THIRD PARTY PRODUCT INDEMNITY. CUSTOMER agrees to indemnify INNOVE against damages which INNOVE may incur in connection with CUSTOMER's violation of applicable Third Party Agreements.

23.6 OTHER APPROVAL AND LICENSES. Where CUSTOMER uses third-party products or services that are not provided by INNOVE, CUSTOMER is responsible for obtaining all necessary approvals and licenses to authorize use of such third-party products or services in conjunction with the Service.

*24. **General Provisions***

24.1 These Terms and Conditions shall be governed by and construed in accordance with Philippine laws and Customer agrees to submit to the exclusive jurisdiction of the Philippine court with venue in Makati City.

24.2 In the event of conflict between the provisions in the Terms and Conditions of this Customer Agreement, and the provisions in the specific Supplemental Agreement, the provisions in the Supplemental Agreement shall prevail.

24.3 By exhausting good faith negotiations and dispute resolution, the parties hereto shall endeavor their best to settle any dispute, difference, claim or question arising out of or in connection with these Terms and Conditions or as between parties, 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, amicably between themselves by negotiations. The first level of which shall be between the negotiating team and the second level of which will be the relevant group head of respective parties and subject to final resolution as judicially determined.

24.4 These Terms and Conditions may be amended or modified only with the mutual written consent of the Parties.

24.5 The Parties shall NOT recruit or attempt to recruit the other Party's personnel who are directly involved in the performance of the Supply of Service, whether as employees, independent contractors or in any other capacity whatsoever for a period of twelve (12) months**.**

24.6 ASSIGNMENT: Neither party can assign, transfer rights and obligations under this Agreement, in whole and in part, without prior written consent of the other party; provided, that no written consent shall be required to assign this Agreement to any parent or wholly owned subsidiary of a party, and further provided that INNOVE may assign this Agreement with CUSTOMER's prior consent to a successor by way of a merger, acquisition, sale, transfer or other disposition of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

24.7 FEEDBACK. CUSTOMER agrees that any Feedback will be INNOVE's exclusive property of INNOVE. To the extent CUSTOMER owns any rights in the Feedback, it agrees to assign to INNOVE all right, title and interest in and to the Feedback.

24.8 EXPORT CONTROL. Customer agrees to comply with all applicable local and foreign export laws, restrictions and regulations and not to export or re-export any product, technology or information it obtains or learns pursuant to its relationship with INNOVE in violation of any such laws, restrictions and regulations. CUSTOMER shall bear all expenses relating to any necessary licenses and/or exceptions with respect to the export from any country of the equipment purchased from INNOVE to any location in compliance with all applicable laws and regulations prior to the delivery of thereof by CUSTOMER. CUSTOMER shall indemnify and hold INNOVE harmless from all claims, damages and related expenses (including reasonable attorneys' fee) incurred by INNOVE that results from CUSTOMER's breach of this provision. INNOVE SHALL NOT BE LIABLE FOR CUSTOMER's VIOLATION OF ANY EXPORT OR IMPORT LAWS, WHETHER UNDER THE PHILIPPINES OR FOREIGN LAW.

24.9 INCORPORATION BY REFERENCE. Where and if applicable, the terms of the Service Description(s), DPA, EULA(s), EUSA(s) and TPP Agreement(s), are incorporated into and made a part of this agreement by reference.

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24.10 RELATIONSHIP. The relationship between the parties to this Agreement shall be that of an independent service provider. Nothing in this Agreement shall be construed to create or imply a partnership, joint venture, agency relationship or contract of employment.

24.11 NO THIRD-PARTY BENEFICIARIES. Nothing herein expressed or implied is intended to or shall be construed to confer upon or give any person or entity, other than the parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

24.12 SUBCONTRACTORS. Customer expressly consents to INNOVE's right to use subcontractors in connection with the performance of Services hereunder, provided that INNOVE shall remain responsible for its obligations under this agreement.

24.13 HIGH RISK ACTIVITIES. THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR HIGH RISK ACTIVITIES. ACCORDINGLY, INNOVE SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANT OF FITNESS FOR HIGH RISK ACTIVITIES. CUSTOMER WILL NOT INCORPORATE (WITHOUT THE EXPRESS WRITTEN APPROVAL OF INNOVE) ANY SERVICES INTO ANY SUCH PRODUCTS.

24.14 DIRECTIVES. CUSTOMER shall immediately notify INNOVE if CUSTOMER knows or has reason to believe that INNOVE has been or will be required, as a result of activity arising out of or related to this Agreement or the Services, by any court or administrative agency of the Philippines, by the PCI SSC, or by any legal process to respond to any subpoena, search warrant, discovery or other directive under the authority of such court, administrative agency, governmental inquiry or process in connection with any proceedings or investigation in which CUSTOMER or any of its affiliates, officers, directors, agents, employees, or subcontractors is involved. Whether or not such notice is given by CUSTOMER, CUSTOMER shall directly assist INNOVE in INNOVE's attempt to reduce the burdens of compliance with any such directive, and CUSTOMER shall reimburse any and all reasonable expenses incurred by INNOVE and its affiliate in complying with such directives, including, but not limited to, attorney's fees and INNOVE's outside counsel attorneys' fees for representation and advise, travel and lodging expenses, and an hourly rate for the time spent by INNOVE in responding to such matters.

24.15 ENTIRE AGREEMENT; SEVERABILITY; SECTION HEADINGS. This Agreement and the Statements of Work are the entire agreement between INNOVE and CUSTOMER with respect to its subject matter and supersede all prior oral and written understandings, agreements, communications, and Customer terms and conditions attached to a purchase order or agreements, including, but not limited to, any security or privacy agreements executed by the parties. No amendment to or modification of this Agreement, in whole or in part, will be valid or binding unless it is in writing and executed by authorized representatives of both parties provided, however that the Service Level Agreements may be amended from time to time by INNOVE, as reasonably necessary, in its reasonable discretion as long as such amendments (a) will have no material adverse impact on the Services, Service Levels or service credits, (where applicable), currently being provided to Customer by INNOVE; and (b) are being affected with respect to all similarly situated INNOVE customers . If any provision of this Agreement is void or unenforceable, the remainder of this Agreement will remain in full force and effect. Section headings are for reference only and will not affect the meaning or interpretation of this Agreement.

24.16 COUNTERPART AND ELECTRONIC SIGNATURE. This Agreement and/or STATEMENT OF WORK 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 and/or STATEMENT OF WORK 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.

ANNEX 1-A
END USER LICENSE AGREEMENT (EULA)/ TERMS OF SERVICE

1. Definitions

a) "Admin Account(s)" means the administrative account(s) provided to Customers for the purpose of administering the Innove UCCaaS services.

b) "Admin Console" means the online tool provided by Innove UCCaaS to Customers for use in reporting and certain other administration functions.

c) "Administrators" means the Customer-designated personnel who administer the Innove UCCaaS service to End Users on Customer's behalf.

d) "Agreement" means an agreement between Customer and Globe Business Solutions specifying the general terms and conditions for provision of the Services.

e) "Customer" shall mean you or Reseller. If you are creating an account in order to use the Innove UCCaaS Service on behalf of an organization, then you are agreeing to these Terms of Use for that organization and promising to us that you have the authority to bind that organization to these Terms of Use.

f) "Customer Data" means data provided, generated, transmitted or displayed via the Innove UCCaaS platform by Customer or End Users.

g) "End Users" means the individual users whom Customer permits to use the Innove UCCaaS platform.

h) "Service" means the service known as "Innove UCCaaS", or any part(s) thereof, as may be varied or amended from time to time by Globe in its sole discretion.

i) "Innove UCCaaS" means a programmable mobile telecommunication service that may exist in the formvof a virtual SIM or DDI with programmable interfaces.

2) Service Terms of Use.

a) Acceptable Use of Service. Customers agree not to, and not to allow Customer's End Users, to use the Innove UCCaaS:

- **i)** to violate, or encourage the violation of, the legal rights of others;
- **ii)** for any unlawful, invasive, infringing, defamatory or fraudulent purpose;
- **iii)** to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes or other
- **iv)** items of a destructive or deceptive nature;
- **v)** to alter, interfere with or circumvent any aspect of the Innove UCCaaS platform;
- **vi)** to test or reverse-engineer the Innove UCCaaS platform in order to find limitations,
- **vii)** vulnerabilities or evade filtering capabilities;
- **viii)** to use the Innove UCCaaS platform in a manner not authorised by Globe Business Solutions
- **ix)** In addition, Customer shall not test or reverse-engineer the Innove UCCaaS platform in order to find limitations, vulnerabilities or evade filtering capabilities;
- **x)** Customer shall not use the Innove UCCaaS platform in a manner not authorised by Innove Business Solutions

b) Provision of Innove UCCaaS. Innove UCCaaS is configured via the Admin Console. Customers may specify one or more Administrators through the Admin Console who will have the rights to access Admin Account(s) and to administer the End User accounts.

c) Customer Administration. Customer agrees that Innove UCCaaS's responsibilities do not extend to the administration of the Innove UCCaaS for Customer and that Innove UCCaaS is merely a

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data-processor. Customer is responsible for:

i) maintaining the confidentiality of the password and Admin Account(s);

ii) designating those individuals who are authorized to access the Admin Account(s);

iii) ensuring that all activities that occur in connection with the Admin Account(s) comply with the Agreement.

d) Customer's Equipment. Customer is solely responsible for the purchase, setup, use and operation of any equipment not provided by Globe Business Solutions that may be used in association with Innove UCCaaS.

e) Customer's Systems and Applications. Customer is solely responsible for the use of any third-party systems and applications together with the Innove UCCaaS.

f) Data Transfer. As part of providing the Innove UCCaaS, Globe Business Solutions may transfer, store and process Customer Data within Innove UCCaaS facilities in the Philippines. By using the Innove UCCaaS, Customer consents to this transfer, processing and storage of Customer Data.

g) Facilities. All facilities used to store and process Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where Globe Business Solutions stores and processes its own information of a similar type. Innove UCCaaS has implemented industry standard systems and procedures to ensure the security and confidentiality of Customer Data, protect against anticipated threats or hazards to the security or integrity of Customer Data and protect against unauthorized access to or use of Customer Data.

h) Unauthorized Use. Customers will use commercially reasonable efforts to prevent unauthorized use of the Innove UCCaaS and agree to notify Globe Business Solutions immediately of any unauthorized use. Innove UCCaaS cannot and will not be liable for any loss or damage arising from Customer's failure to comply with this requirement. Customers will be solely responsible for any and all amounts charged to Customer's account regardless of prompt notification of unauthorized use or fraudulent use, except to the extent such unauthorized use is caused by Innove UCCaaS's gross negligence.

i) Suspension for Non-Payment. Customers with delinquent payment will automatically be suspended from the use of Innove UCCaaS. The duration of this suspension will be until the Customer completed payment for all outstanding charges. If Customer remains suspended for non-payment for more than sixty (60) days, Customer account may be terminated.

j) Suspension of Accounts. If an Administrator or End User is in violation of these Terms of Use, then the account may automatically be suspended. The duration of any suspension will be until the applicable Administrator or End User has cured the breach which caused the suspension.

k) Suggestions. Customer agrees that Innove UCCaaS shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Service any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer relating to the Service.

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ANNEX 1-B
SERVICE DESCRIPTION AND STATEMENT OF WORK

1. **SERVICE DESCRIPTION**

UCCaaS GBizphone is a scalable, feature-rich landline service delivered over your fiber broadband connection. This bundle combines a cloud-based phone system with high-speed fiber Internet for reliable, crystal-clear calls and seamless communications across your business.

- Basic Calling Features (i.e. 3-way calling, Voicemail, Call Mute, Call Forwarding)
- Cloud phone system (VoIP) with virtual PBX
- Business-grade line provisioning with SLA
- Mobile app and desktop softphone compatible (iOS and Android)

The UCCaaS Service is provided as a complimentary bundled service to eligible subscribers of the following GFiber Biz Plans:

- GFiber Biz Plan 2499
- GFiber Biz Plan 2999
- GFiber Biz Plan 3499
- GFiber Biz Plan 3999

The UCCaaS license entitlement and access duration shall be subject to the subscribed GFiber Biz Plan, as follows:

GFiber Biz Plan	UCCaaS License Duration
2499	Six (6) months
2999	Six (6) months
3499	Twelve (12) months
3999	Twelve (12) months

The UCCaaS Service enables a single user per UCCaaS Organization ("Org") with access to pre-defined features of the Service, including mobile and phone system licenses, basic call management functions, voicemail, status control, CPaaS Portal access, and remote technical support for service-related incidents.

Service Notes: Your Broadband subscription includes one (1) complimentary UCCaaS license with one (1) PSTN number. This entitlement must be utilized within six (6) months or twelve (12) months depending the GFiber Biz Plan; otherwise, the complimentary license will be forfeited. The scope is limited to one (1) UCCaaS license and one (1) PSTN number. Any requirements beyond this initial credit will necessitate a separate Customer Agreement.

2. **SCOPE OF WORK / IN-SCOPE**

Innove shall perform the following services:

1. **License Provisioning and Configuration**

a. Provision one (1) PSTN number per Customer/User per UCCaaS Org.

b. Provision required licenses per Customer/User:
   - 1x UCCaaS Phone System License
   - 2x Mobile Licenses
   - 1x Number License

- Dual Mobile License Configuration:

- Customer/User may log in concurrently on two devices (Android and/or iOS).
- Both devices shall ring on incoming calls; only one device may answer.
- Active calls cannot be transferred between devices.

2. User Access and Features

a. Customer/User shall be provisioned with Member-Level Access, unable to modify roles, organizational info, or account credits.
b. Call Handling Features: Call Transfer, Call Forwarding, Call Waiting, Caller ID, Call Mute, Three-Way Calling.
c. Voicemail: Disabled by default; must be configured by Customer/User.
d. User Controls: Set Status, Configure Inbound Call Actions, Set Working Hours (default 24/7).
e. Contacts and Ringing: View mobile contacts; configure Ring Mode if two Mobile Licenses are assigned.
f. CPaaS Portal Access: View Call History, Set Ring Mode, Inbound Call Filter, Missed Call Handling, Music on Hold, Speed Dial.

3. Technical Support

a. Conduct initial troubleshooting and triage for service-related incidents.
b. Report, track, and resolve incident requests.
c. Prepare incident reports as required.
d. Provide technical assistance remotely, in accordance with the agreed Service Level Agreement (SLA).
e. Standard Services shall be performed on business days, Monday to Friday, 8:30 AM to 5:30 PM, excluding weekends.
f. After-Sales Support services shall be performed 24/7, including weekends and holidays.
g. On-call remote support and on-site support are expressly excluded from the Services.

3. OBLIGATION OF THE PARTIES

3.1 OBLIGATION OF INNOVE

I. **Innove shall perform its scope/deliverables in Annex 1-A**

A. Performs functions relating to documentation and provisioning of the service that includes the following:

1. Collect the necessary data and/or document, pursuant to the Service Terms and Conditions such as the Scoping Document;
2. Process the application and inform the Customer of the status;
3. Obtain the Customer's consent to provide its contact details to Licensor to enable Customer to establish contact with Licensor and vice versa for product concerns;

B. Perform the following Services to Customer:

I. Scope the user requirements by;

1. Defining the service and solution deliverables;
2. Identifying the SOW/RACI and SLA details per engagement;
3. Validating and executing the Customer terms and conditions;

II. Innove shall perform the following services, as may be applicable:

1. For Consulting services and Subscriptions for license only, Innove will not partake to any Program Management obligations but ensure the completion and quality of the order.

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2. For products that require Licensor's professional services, Innove will perform only the following Project Management functions:
    a. Overseeing the implementation to Customer;
    b. Ensuring that activities are delivered based on an agreed plan and timeline;

3. For subscriptions that requires professional services and managed services from Innove or for subscriptions that would require professional services from the Licensor and Managed Services from Innove, Innove will perform the following Project Management functions:
    a. Ensuring that activities are delivered based on an agreed plan and timeline;
    b. Ensuring that the delivery of the project is within the scope. If there are changes in the scope, a change management process will take place.
    c. Monitoring the process of identifying and managing risk
    d. Ensuring that issues are cleared in a timely and reasonable manner;
    e. Monitor project status and provide project communications such as Status Report;
    f. Ensures project acceptance and proper documentation of the project;
    g. Monitor onboarding and transition of service with the customer.

C. Process customer's subscription to the product/service.
D. Perform services in accordance with the detailed Service Description and Statement of Work in ANNEX 1-B.
E. In so far as the scope that is strictly INNOVE's, it will exert commercially reasonable efforts to meet industry standards.

II. Innove shall perform Customer complaint handling in Exhbit 1 ANNEX 1-B (Escalation Matrix and Customer Handling)

3.2 OBLIGATION OF CUSTOMER

a. Customer shall pay INNOVE the fees in accordance with the terms and conditions on Fees (Section 5 of these Terms and Conditions) and as stated in Annex 3 (Order Form)
b. Customer shall provide consent for Innove to share Customer's details to Innove for the purpose of activation, provisioning of account and product support
c. Customer and its End Users agree to sign, abide by and comply with the applicable Agreement and Third Party terms
d. Customer (Company Signatory) shall assign an internal "Administrator" as a single point of contact SPOC. The administrator shall be the single source of communications for matters concerning:
    i. the access privileges of users/roles
    ii. the management of user groups
    iii. the assignment of purchased apps depending on assigned role all product concerns

4. GENERAL ASSUMPTIONS & DEPENDENCIES

a. Customer maintains an active and fully paid GFiber Biz subscription.
b. Customer/User has compatible devices and stable internet connectivity.
c. Customer/User accepts the limitations of the dual mobile license setup.
d. CPaaS Portal access requires supported web browser and device configuration.
e. Service performance may be affected by Customer's network, endpoint environment, or third-party infrastructure.

5. LIMITATIONS & EXCLUSIONS

a. Multi-user, multi-extension, call queue, IVR, contact center, or enterprise PBX functionalities are excluded.

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b. Administrator-level access and role/organization configuration is excluded.
c. Custom feature development, API integrations, or third-party integrations are excluded.
d. Hardware devices (IP phones, gateways, headsets, routers) are excluded.
e. Onsite installation, on-site support, or in-person training is excluded.
f. Customer's internet access and endpoint environment causing service degradation are excluded.
g. Antivirus, operating system, and other application installation or maintenance are excluded.
h. Any usage beyond standard bundled Service features requires separate agreement.

6. DELIVERY AND ACCEPTANCE CRITERIA

a. The UCCaaS license shall be activated within the mutually agreed timeline after GFiber Biz subscription activation.
b. The Service shall automatically expire at the end of the applicable bundled duration unless renewed under a separate written agreement.
c. Access to the Service and CPaaS Portal is contingent upon active GFiber Biz subscription and adherence to Member-level access restrictions.
d. Upon license expiration, all Service access, including login credentials, CPaaS Portal access, and mobile application access, shall terminate automatically.
e. Customer/User data, including call logs, voicemail recordings, and portal configurations, will not be retained by Innove beyond the license period unless explicitly agreed in writing.
f. Acceptance of Service is deemed upon successful provisioning of licenses, delivery of User Manual, and confirmation of Customer/User access to all in-scope features

EXHIBIT 1 OF ANNEX 1-B
ESCALATION MATRIX AND CUSTOMER HANDLING

A. ESCALATION PROCEDURE

Innove shall be the main point of contact for the operation and maintenance of services.

1. Customer's Contact Points

B2B CXM Service Operations	Technical Concerns		Non-Technical Concerns
Hotline	**Tier 1** 3. **Local:** (02)-7917-2888, Option 88 4. **Toll Free:** 1-800-8-917-2888, Option 88	**Mainstream** y. Local: (02)-7917-2888, Option 5 z. Toll Free: 1-800-8-917-2888, Option 5	**Not Applicable**
Email	3. **Email Address:** EntIT_ticketing@globenet.com.ph 4. **Recommended Subject Format:** Circuit ID <space> Company name		5. **Email Address:** bizsupport@globe.com.ph 6. **Recommended Subject Format:** Company

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		Name_Concern Type (Example: Globe Telelcom_BillDispute)
Schedule of Support	**Hotline and Email:** 24/7, including weekends and holidays	**Hotline:** 9:00 am - 6:00 pm, Monday - Sunday **Email:** 8:00 am - 8:00 pm, Monday - Sunday

B. ESCALATION MATRIX

ESCALATION TOUCHPOINT - TECHNICAL	
ESCALATION LEVEL	**24/7**
Level 1 (Breached SLA)	B2B_EscalationSupport@globe.com.ph
Level 2 (4 hours from Level 1)	Lead Technical Engineer | (02) 7917 2888
Level 3 (8 hours from Level 2)	Technical Lead | +63 917 688 6529
Level 4 (12 hours from Level 3)	Shift Ops Manager | Escalation Team +63 917 688 6531
Level 5 (16 hours from Level 4)	**Monday - Friday, 8AM to 5PM** **Randy Hermogino**, BMIT Head | +63 917 818 0568 **Williamson Chung**, EDSC Head | +63 917 588 1147 **Erwin Panilo**, Escalation Manager | +63 917 688 0432 **After Hours and Weekends** (02) 7917 2888

ESCALATION TOUCHPOINT - NON-TECHNICAL (CARE)
Monday - Sunday, 8AM - 8PM
B2B_EscalationSupport@globe.com.ph

EXHIBIT 2 OF ANNEX 1-B
SERVICE LEVEL AGREEMENT

A. SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") spells out the minimum performance criteria or terms of availability, reliability, and delivery of **GLOBE UNIFIED COMMUNICATION AS A SERVICE (UCCaaS)** and services by Innove Communications. Inc. to its **GLOBE UNIFIED COMMUNICATION AS A SERVICE (UCCaaS)** Customers. Innove guarantees full compliance with the performance parameters stated herein.

Service Levels. Innove shall provide the Services to meet or exceed the following Service Levels.

Particulars	**SEVERITY LEVEL**			
	S1 (Critical)	**S2 (High)**	**S3 (Medium)**	**S4 (Low)**

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Response Time	Within 30 minutes	Within 30 minutes	Within 2 hours	Within 4 hours
Update Time	Every 1 hour and 30 minutes	Every 2 hours	Upon ticket closure	Once service normalizes
Restoration Time	Within 5 hours	Within 8 hours	Within 24 hours	Within 50 hours

Service Level Description

SEVERITY LEVEL	DESCRIPTION
S1 (Critical)	2. Total failure of Service. The function/ system is rendered unusable for a majority (70% to 100%) of the license/equipment /managed services
S2 (High/Major)	b) Performance degradations. Some system capabilities are not working. The function/system is rendered unusable for a subset (30% to 70%) of the license/equipment /managed services
S3 (Medium/Minor)	i. Service is available, but selected users are affected (isolated case)
S4 (Low/Trivial)	xix. Non-main system function affecting, service inquiry or patch upgrade / Events a. System is up with just fine tuning of the features, functionalities. b. Non-critical tasks affected c. Password, user id, access provisioning/deprovisioning

B. TERM AND EFFECT OF SLA

This SLA shall be valid and binding within the agreed period of this Agreement. Innove reserves the right to modify, amend this SLA at any time, subject to thirty (30) days prior written notice to Customer. Specific terms to this SLA may be adjusted on a case-to-case basis in accordance with the relevant Service Agreement for certain Customers. This SLA shall be interpreted in accordance with and is made expressly subject to the terms of the relevant Service Agreement. In case of inconsistencies between the terms of this SLA and the Customer Agreement, the relevant terms of the Customer Agreement shall prevail over this SLA. This SLA shall in no way be interpreted to amend or modify the terms of the Customer Agreement.

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ANNEX "3"
ORDER FORM



Technical and Commercial Details

Service Details	Monthly Recurring Fee (MRF)	One-Time Charge (OTC)	Value Added Tax (VAT)
____	____	____	____

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EXHIBIT "4" TO THE ORDER FORM
SPECIAL PRICING

_ Applicable
_ Not Applicable