

## WEB HOSTING SERVICE AGREEMENT

### Know All Men By These Presents:

AUG 30 2017

This Web Hosting Agreement is made and executed this \_\_\_ day of August 2017, by and between:

**WEB.COM.PH INC.** (herein referred to as "SERVICE PROVIDER")

and

**GOVERNMENT PROCUREMENT POLICY BOARD - TECHNICAL SUPPORT OFFICE** (herein referred to as "CLIENT").

The rights and obligations of the parties are hereinafter set forth as follows:

### Terms and Conditions

1. The SERVICE PROVIDER is responsible for the website, online system and email facilities of the CLIENT.
2. The CLIENT retains ownership of its domain name.
3. The SERVICE PROVIDER shall provide access of the web hosting or control panel to the CLIENT and/or its authorized representatives.
4. The SERVICE PROVIDER shall provide a dedicated server for the online system of the GPPB-TSO and for the GPPB website, as indicated in the Purchase Request No. 2017-024.
5. This agreement will be effective for a period of one (1) year from execution thereof, from 28 August 2017 to 27 August 2018.
6. The CLIENT undertakes to pay the amount of *One Hundred Forty Four Thousand Pesos (Php144,000.00)* for the one year web hosting service to the SERVICE PROVIDER after the latter's successful installation of all programs, software, and data which are deemed necessary to the web hosting service, as confirmed by the CLIENT in its Inspection and Acceptance Report.

7. Each party shall not, without the prior written consent of the other party, disclose to third parties any confidential information received from the other party by virtue of this Agreement. Any violation of this rule on confidentiality shall be subject to the penalties provided by existing laws, rules, and regulations.
8. The SERVICE PROVIDER owns and shall continue to own all proprietary rights to all codes and contents that the SERVICE PROVIDER supplies as part of the web hosting services. The CLIENT owns and shall continue to own all proprietary rights in the website and email, and all codes and contents created by the CLIENT relating to its website and email.
9. The SERVICE PROVIDER shall not be responsible for any damages the CLIENT'S business may suffer as a result of occasional downtime or other technical problems related to the host server, except if such damages were incurred by the CLIENT due to fault or negligence of the SERVICE PROVIDER.
10. The SERVICE PROVIDER undertakes to provide web hosting services continuously and without interruption. However, should necessary interruption of services be warranted, the SERVICE PROVIDER shall perform the duties and responsibilities in the next two succeeding sections.
11. In case the SERVICE PROVIDER would install programs and software, introduce upgrades or improvement to its entire web hosting system, incorporate modifications to its business operations, or perform such other acts that may adversely affect the web hosting (e.g. downtime), the SERVICE PROVIDER undertakes to provide the CLIENT written notice of the same at least three (3) working days prior to performance of the intended act. Failure to serve the written notice would give rise to liability for damages suffered by the CLIENT due to occurrence of any technical problem, without prejudice to other legal consequence, sanctions, and penalties provided by existing laws, rules, and regulations.
12. If the acts mentioned in the preceding paragraph inevitably result to a "downtime", or any other similar temporary cessation of the web hosting service, the SERVICE PROVIDER shall exercise due diligence and exert all efforts to minimize the duration thereof.
13. The SERVICE PROVIDER warrants that it will perform its obligation in accordance with established industry practice and accepted standards reasonably applicable to its web hosting service.
14. The Terms and Conditions as stated in Request for Quotation (RFQ) No. 29-2017-C shall form part of this Agreement.
15. Upon termination of this contract, the SERVICE PROVIDER undertakes to coordinate with the CLIENT'S subsequent web hosting service provider in order to facilitate and ensure the migration and transfer of all data. For this purpose, the SERVICE PROVIDER shall:

- a. Ensure full and complete access to the control panel during the transition period;
- b. Share with the CLIENT all relevant and necessary information pertaining to the domain name account, including, but not limited to, the username and password; and
- c. Perform all other acts necessary to facilitate the CLIENT'S transition from the current SERVICE PROVIDER to its subsequent web hosting service provider.

16. If either party is guilty of breach or default with respect to the provisions of this Agreement, the innocent party reserves the right to cancel and terminate this agreement upon prior written notice to the defaulting party at least thirty (30) days before the intended date of termination. In the event of termination, the rights and obligations of the parties shall be governed by existing laws, rules and regulations.

17. This agreement shall, in all respects, including its validity, construction, interpretation, enforcement, and termination, be subject to all applicable laws, rules, and regulations of the Republic of the Philippines.

**IN WITNESS WHEREOF**, the parties have affixed their signatures herein below on the date and place first above mentioned and written.

  
**John Henry V. Oseña**  
 President  
 WEB.COM.PH INC.

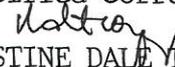
  
**Atty. Elmira S. Cruz-Caisido**  
 Deputy Executive Director IV  
 Government Procurement Policy  
 Board-Technical Support Office

Witnesses:

  
VYKMON B. GASCO

  
RANDY FLORES

FUNDS AVAILABLE

Certified correct:  
  
**KRISTINE DALRY T. CORPUZ**  
 Accountant III

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
**PASIG CITY**  
\_\_\_\_\_ ) S.S.

**BEFORE ME** a Notary Public, this **AUG 30 2017** of August 2017, at **PASIG CITY**, Philippines, personally appeared the following:

Name	ID Presented	Date/Place of Issue
ATTY. ELMIRA S. CRUZ-CAISIDO		
MR. JOHN HENRY V. OSEÑA		

known to me and were identified by me through competent evidence of identity as defined by the 2004 Rules of Notarial Practice and identified by me to be the same person who executed the foregoing instrument; and they acknowledged to me that the same is their free, willful and voluntary act and deed.

I further certify that the foregoing instrument relates to a Web Hosting Agreement executed by and between **WEB.COM.PH INC.** represented by **MR. JOHN HENRY V. OSEÑA** and the **GOVERNMENT PROCUREMENT POLICY BOARD – TECHNICAL SUPPORT OFFICE (GPPB-TSO)** represented by **ATTY. ELMIRA S. CRUZ-CAISIDO** containing four (4) pages, including the page where the acknowledgement is written.

**NOTARY PUBLIC**

Doc No. 104  
Page No. 22  
Book No. XII  
Series of 2017

**ATTY. JAMES ANTHONY D. DETTO**  
Notary Public - Pasig City  
Commission No. 86 (2016-2017)  
709 MegaPlaza Condo, ADB Ave, Pasig City  
Attorney's Roll No. 58148  
IBP # 1051705 - 01/04/17/Rizal  
PTR#2514314/01.04.17/Pasig City  
MCLE Compliance No. V - 0017140 Mar.21, 2016