

INFORMATION SERVICES AGREEMENT
SERVICE DESCRIPTION AND PRICE SCHEDULE
CDC E-Permit for Bring In and Bring Out

Agreement Number: _____

Agreement Effective Date: _____

SERVICE DESCRIPTION

InterCommerce Network Services (INS) – e-Permit for Bring In and Bring Out (INS ePBI-PBO) is an electronic commerce service, which is provided by means of the use of INS' Electronic Commerce Service solution on its local network. The service enables subscribers to electronically exchange business data with trading partners on a computer-to-computer basis in standardized formats, specifically electronic permit to bring-in and permit to bring-out applications of locators of Clark Freeport Zone with the Clark Development Corporation (CDC).

USE OF SERVICES

Client will use the Services in accordance with applicable law, including data privacy laws, and standard conditions of use established by INS of which Client is given notice. INS may terminate access or take other actions it reasonably believes to be necessary to comply with the law or prevent damage to INS systems or customers or disruption of other INS customers' use of the affected Service. Client is responsible for obtaining, installing and maintaining the equipment and communications services necessary to access and use Services.

INS may (i) supplement or make changes to its rules of operations, access procedures, security procedures and standards for Client equipment (ii) change the type and location of the system equipment, facilities and software used by it in providing Services, and (iii) modify or withdraws any particular Service. If a Service is withdrawn or INS believes any other change will have a material adverse effect on Client's operations, it will give reasonable notice to Client and will attempt to negotiate modifications to this Agreement and/or any applicable Schedule(s), which mitigate the effects of the change for a reasonable period. If the parties are unable to agree to a resolution within thirty (30) days, either party may, upon reasonable notice, terminate the Schedule(s) for the Service(s) affected by the change. Neither party will be liable to the other for damages due to such termination.

INS does not act as an agent of Client in connection with Client's use of INS Service. The establishment of the terms of any commercial or legal relationship between Client and any third party by means of the use of INS System is the sole responsibility of Client. The provision of such service by INS shall not be interpreted as conferring any authority or responsibility on INS with respect to the establishment, continuation, or binding effect of such terms.

PERIOD OF SERVICE

The period of the service shall be from the date of this Agreement. The term shall be automatically renewed for a period of one (1) year from the day immediately following the expiration date, unless otherwise notified in writing by one party to the other party at least thirty (30) days prior to the expiration date. The Client may terminate this Agreement at any time, by giving INS no less than thirty (30) days prior written notice.

SPECIAL TERMS

INS may include Client's name and contact information in directories of INS Service subscribers for the purpose of promoting the use of the service by additional potential trading partners. However, INS is not authorized to use Client's name, trademarks or other identifying information in any other advertising or promotional materials without Client's prior written consent.

SERVICE FEES AND PAYMENT TERMS

The following are the fees for the Services:

A.	BASIC SERVICE CHARGES	PhP
	1. Service Initiation – One-time, per Company, upon registration. Includes 3 UserIDs, basic training, account setup, login creation	Waived
	2. Subscription “Pay-per-Use” (per approved transaction) This online service enables the client to have online access to the system for e-Permit for Bring-in (PBI) and e-Permit to Bring-out (PBO), including the submission of items for bring-in and bring-out, the preparation and lodgment of permit application, the receipt of approved PBI/PBO from CDC for printing, and the generation of reports. As an online service, the “per use” transaction fee for approved application will be charged against the pre-paid account.	45.00
	<i>All lodgments for the ePBI-PBO System will be free of charge until December 31, 2017.</i>	

1. All Fees are quoted in Philippine Peso.
2. All Fees are exclusive of 12% Value-Added Tax.
3. Basic Service Charges will apply to subscription to INS ePBI-PBO System, specifically the payment of the transaction fee.
4. Since InterCommerce implements a prepayment scheme, upon signing the Agreement, Client will set up their InterCommerce prepaid account. Client may deposit an amount equivalent to a minimum of ten (10 transactions) to any of the InterCommerce bank accounts. The particular username to which the account must be credited must be written in the proof of deposit (deposit slip) to be sent to InterCommerce via fax or email to prepaid@intercommerce.com.ph. Lodgments of ePBI-PBO will not proceed for an account with insufficient funds.
5. INS reserves the right to change the prices of its services upon prior notice. The continued use of the INS ePBI-PBO System after a period of seven (7) days from the date of such notice shall be deemed as an acceptance of such new prices, unless the Agreement is sooner terminated in writing to INS, by the Client.
6. The transaction document shall be retained online by INS, and shall be accessible only to respective authorized Client, using its valid UserID and Password.
7. It is the sole responsibility of the Client to notify INS in writing on the activation or termination of UserIDs and Passwords assigned to its duly authorized officers for the INS ePBI-PBO System. Unless their UserIDs and Passwords are terminated, company officers who may no longer be connected with the company or have been reassigned to perform other functions shall continue to have access to confidential transaction data of the company.
8. Online documents exceeding ninety (90) days shall be deleted from the online database and may be moved to the Offline Document Storage Facility as archive documents.
9. INS may restore Archived Documents to the INS ePBI-PBO System from the Offline Document Storage, upon request of the client, subject to corresponding fees and charges.

10. Management Reports are generated from the INS ePBI-PBO System. However, the Client may opt for the customization of said Management Report, subject to charges depending on the cost of the customization to generate customized reports shall depend on the content and format of such reports as defined by the Client. INS shall submit a separate quote to the Client for this requirement.
11. The Web-based ePBIBO System is a solution deployed by INS for use by subscribers for the preparation and submission of electronic PBI or PBO with Clark Development Corporation.

INS warrants that the system has appropriate security measures to protect all data and information against any unauthorized intrusion by any third party and shall take reasonable efforts to ensure at all material times the integrity and accuracy of data.

INS grants to Client a non-exclusive access and use of the INS ePBI-PBO System. This authorization includes the right to use any pre-existing intellectual property contained in any such materials in connection with Client's use of Services or Programs provided hereunder. Otherwise, all right, title and interest in the materials remain with INS. Nothing in this Agreement will be construed to restrain INS or its personnel in the use of the techniques and skills of computer operation, system design and programming acquired in the performance of Personnel Services for Client.

Neither Client nor its authorized users will resell or authorize any third parties to access and use the INS ePBIBO System without INS's written consent. In the event that the INS ePBI-PBO System provided to Client are used by third party customers of Client, the Client will be solely responsible for the establishment of terms and conditions and continuation of all contracts with such users for use of such Services, provided that, in addition to whatever contractual limitations and exclusions of liability which Client may require in such contracts for its own protection, Client will obtain from such users for the benefit of INS and its suppliers, contractual limitations consistent with this Agreement, including without limitation exclusions of liability for liabilities arising out of, relating to or connected with use of the INS ePBI-PBO System which are no less protective than the limitations set forth in this Agreement. Client agrees to indemnify and hold INS and its suppliers harmless from any liabilities asserted against INS or its suppliers by such customers arising from their use of the Services.

INS does not warrant that any services or software will meet all of Client's requirements or that the operation of any services or software will be uninterrupted or error-free. Client assumes the responsibility to take adequate precautions against damages to its operations, which could be caused by service defects, interruptions or malfunctions.

EXCLUSIONS AND LIMITATIONS OF LIABILITY; EXCLUSIVE REMEDIES.

As a material condition of receiving services at the fees specified in this Agreement, and in regard to any and all causes arising out of or relating to this Agreement, including but not limited to claims of negligence, breach of contract or warranty, Client agrees that:

INS's liability with respect to any information or personnel service will not exceed, in the aggregate, the amounts paid by Client for the Service in the three (3) months preceding the event which is the cause of liability;

1. INS's liability with respect to any item of the software will not exceed, in the aggregate, the amounts paid by Client to INS on the use of the INS ePBI-PBO System, or part or parts thereof, which is the cause of liability; and
2. INS will not be liable for indirect, special, incidental or consequential damage (even if INS has been advised of the possibility of such damage), including, but not limited to, lost profits or savings, loss of use of services or programs, cost of capital, cost of substitute services or programs, downtime costs, or damage and expenses arising out of Third Party Claims.
3. The remedies specified in this Agreement are exclusive.

GENERAL PROVISIONS.

1. Neither party will be liable to the other by reason of any failure in performance of this Agreement if the failure arises out of acts of God, acts of governmental authority, fires, strikes, and delays in transportation, riots, war, or any cause

beyond the reasonable control of that party. If any such event delays performance, the time allowed for such performance will be appropriately extended.

2. The INS ePBIBO System are not fault-tolerant and are not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of any service could lead directly to death, personal injury, or severe physical or environmental damage ("**High Risk Activities**"). Accordingly, INS and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities. Client agrees that INS and its suppliers will not be liable for any claims or damages arising from the use of any service in such applications.
3. Client will use the Services in accordance with applicable law, including data privacy laws, and standard conditions of use established by INS of which Client is given notice. INS may terminate access or take other actions it reasonably believes to be necessary to comply with the law or prevent damage to INS systems or customers or disruption of other INS customers' use of the affected Service.
4. Client will not directly or indirectly solicit or offer employment to, or accept from others, services by a former employee of INS, during the performance of required Personnel Services by the employee and for six (6) months thereafter.
5. All notices under this Agreement will be given by electronic means (email or fax), or by courier or mail to a party at its address set forth above or such other address as it may substitute by notice to the other party, and will be effective upon receipt.
6. Neither party may assign this Agreement without the prior written consent of the other party. However, either party may without consent of the other party assign this Agreement to a successor in interest to substantially all of the business operations of that party to which the subject matter of this Agreement relates. The provisions of this Agreement are for the sole benefit of the parties, and not for the benefit of any other persons or legal entities.
7. Before either party initiates legal proceedings, the party shall first refer such matter to the contract managers of each party. Following such referral, the managers shall negotiate in good faith to resolve such disagreement within two (2) weeks of the date of referral thereof. If the disagreement is not resolved in the course of such negotiations, the managers shall consult with a neutral third party mediator and shall use their reasonable best efforts to promptly procure a determination from such mediator. Unless the parties agree to the contrary in writing, any advice or decision of the mediator shall not be binding upon the parties.
8. This Agreement will be governed by the laws of the Republic of the Philippines. Any suit or proceeding arising out of this Agreement must be commenced within one (1) year from the date the right, claim, demand or cause of action being asserted first came into being, to be filed at the City of Makati. This Agreement (including the applicable Schedules or addendum thereto) contains the complete and exclusive understanding of the parties. No waiver or modification of any of the provisions of this Agreement will be binding unless in writing and signed by both parties.

InterCommerce Network Services, Inc.

Address:

Unit 601 The Pearlbank Center, 146 Valero St.
Salcedo Village, Makati 1227, Philippines

Duly Authorized Signatory:

FRANCIS NORMAN O. LOPEZ
President

Date: _____

Date: _____