

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into on the 25 OCT 2024 day of 20 20____ between the **MARITIME INDUSTRY AUTHORITY**, with principal address at MARINA Building, Bonifacio Drive cor. 20th Street, Port Area, Manila, represented in this Act by its Administrator, Ms. Sonia B. Malaluan, hereinafter referred to as "the Entity", and **MAROONSTUDIOS, INC.**, with business address at Unit 1218, Corporate 145 Building, Mother Ignacia Ave., South Triangle, Quezon City, represented in this Act by its Sales Manager, Ms. Carla Jean L. Cruz, hereinafter referred to as "the Supplier".;

WITNESSETH:

WHEREAS, the **Entity** invited Bids for certain goods and ancillary services, particularly **PROCUREMENT OF SUBSCRIPTION OF GOOGLE WORKSPACE BUSINESS PLUS/EMAIL HOSTING** and has accepted a Bid by the **Supplier** for the supply of those goods and services in the sum of **PESOS: One Million Eight Hundred Seven Thousand Six Hundred Sixty-Seven 30/100 (PHP1,807,667.30)** (hereinafter called "the Contract Price").

NOW, THEREFORE, for and in consideration of the foregoing premises and covenants herein set forth, the Entity and the Supplier hereby agree and bind as follows;

1. In consideration of the amount of **One Million Eight Hundred Seven Thousand Six Hundred Sixty-Seven 30/100 (PHP1,807,667.30)** or any other amount that may be determined, the Supplier agrees to procure a subscription to Google Workspace Business Plus/Email Hosting in accordance with its bid;
2. The Entity agrees to pay the above-mentioned sum in accordance with the terms of the Bidding;
3. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Terms of Reference attached and made an essential part thereof;
4. The following documents as mandated by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, shall be considered an integral part of this Agreement:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any



- ii. The winning bidder's bid includes Eligibility Requirements, Technical and Financial Proposals, including but not limited to, the bid form, all documents and statements contained within the Bidder's bidding envelopes as annexes, any additional submitted documents (e.g., the Bidder's responses to requests for clarifications on the bid), and any corrections resulting from the Procuring Entity's bid evaluation.;
- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto;
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the Philippine Bidding Documents. **Winning bidder agrees that additional contract documents or information prescribed by the Government Procurement Policy Board that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

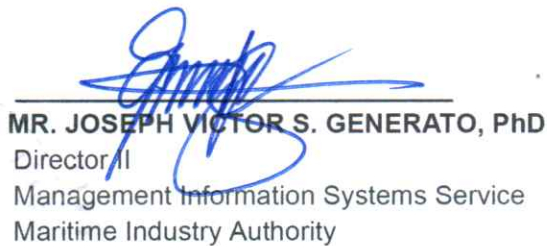
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

FOR:


MS. SONIA B. MALALUAN
 Administrator
 for
 Maritime Industry Authority


MS. CARLA JEAN L. CRUZ
 Sales Manager
 for
 MaroonStudios, Inc.

Signed in the presence of:


MR. JOSEPH VICTOR S. GENERATO, PhD
 Director II
 Management Information Systems Service
 Maritime Industry Authority


GEROME T. NEPACENA
 MaroonStudios, Inc.


MS. EDEN Z. EVANGELISTA
 Chief Accountant
 Maritime Industry Authority

ACKNOWLEDGEMENT

Republic of the Philippines)
Quezon City) S.S

BEFORE ME, a Notary Public, for and QUEZON CITY, personally appeared:

| NAME | GOVERNMENT ISSUED IDENTIFICATION | ISSUED ON AND AT |
|---|----------------------------------|--------------------------------|
| MS. SONIA B. MALALUAN Administrator Maritime Industry Authority | <u>passport - P8153289B</u> | <u>NOV. 12, 2021 / Manila</u> |
| MS. CARLA JEAN L. CRUZ Sales Manager MaroonStudios Inc. | <u>Passport - P2251791C</u> | <u>Nov. 3, 2022/DFA Manila</u> |

Known to me to be the same persons executing the foregoing instruments, acknowledging that the same is the own voluntary act and deed of the agencies they represent.

WITNESS MY HAND AND SEAL on the 25 day of OCT 2024 in QUEZON CITY Philippines.

NAME OF NOTARY PUBLIC _____
 Serial No. of Commission _____
 Notary Public for _____ until _____
 Roll of Attorneys No. _____
 PTR No. _____ [date issued], [place issued]
 IBP No. _____ [date issued], [place issued]

[Signature]
ATTY. FELIZARDO M. IBARRA
 Notary Public for Quezon City Until Dec. 31, 2024
 Roll No. 80835
 PTR No. 5452394D, 01/02/2024, Q.C.
 IBP No. 254794, December 28, 2022
 MCLP Comp. No. VIII-0000973 / until April 14, 2025
 ADM Matter No. NP-223 / (2023-2024)
 Lot 27 Block VI, No. 1160 Quirino Highway
 Brgy. Kaligayahan, Quezon City

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1. The Services

- 1.1. MAROONSTUDIOS INC. shall provide MARINA with the Services, subject to these general terms and conditions and the specific provisions contained in the Statement of Services and hereto attached as Annex "A".
- 1.2. MAROONSTUDIOS INC. shall provide the Services in accordance with this Agreement, its Annexes, the MARINA Privacy Notice, the End User Privacy Notice, the Google TOS and any related terms applicable to the Services.
- 1.3. MAROONSTUDIOS INC. shall present the Google TOS upon MARINA's first log in to the Service. MARINA must accept the Google TOS prior to using the Service.
- 1.4. Prior to providing the Services, MAROONSTUDIOS INC. may verify that MARINA owns or controls the MARINA Domain Names. If MARINA does not own, or control, the MARINA Domain Name, then MAROONSTUDIOS INC. will have no obligation to provide MARINA with the Services.
- 1.5. MARINA understands that the services are standard services, and that commercially reasonable modifications may be made to the Services, or particular components of the Services, from time to time, the use of which may be contingent upon MARINA's agreement to additional terms.
- 1.6. MARINA agrees that, as part of providing the Services, the MARINA Data may be stored and processed in the Philippines or any other country which MAROONSTUDIOS INC. or its agents maintain facilities. By using the Services, MARINA consents to this transfer, processing and storage of MARINA Data.

2. MARINA Representations and Warranties

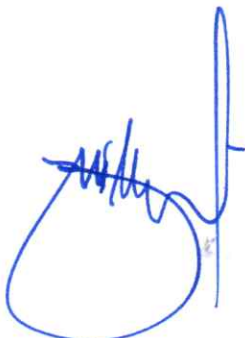
- 2.1. MARINA hereby represents and warrants that it has the right, power and authority, and has taken all actions necessary, to execute, deliver and exercise its rights and perform its obligations under this Agreement, including but not limited to, having obtained the necessary board approval for the execution of this Agreement.
- 2.2. If MARINA is bringing in a computer, MARINA hereby warrants that it is, and shall continue to be, the legal and beneficial owner of or has, and will continue to have, the legal right to use the said computer Services for the duration of the Term, which shall start from the issuance date of Notice to Proceed. MARINA further warrants that such computer is free from any lien or encumbrance
- 2.3. Neither the execution of this Agreement nor the performance or fulfillment of MARINA'S obligations herein conflicts or will conflict with any agreement or arrangement to which MARINA is a party of or by which MARINA is bound. MARINA hereby warrants that it is not, and will not be, in contravention of any law or administrative or government regulation nor does its use of their own computers infringe on any intellectual property rights of any third party.



- 2.4. MARINA expressly warrants that it shall not use the Services for any unlawful or immoral purpose or for any other purpose contrary to public policy or that will impair the purposes of the Services. MARINA agrees that the Services under this Agreement shall not be used for commercial resale or distribution.
- 2.5. MARINA may specify one or more Administrators **or the duly authorized representatives** who will have the rights to access the Admin Accounts for Google Apps for Work and cloud.com.ph and to administer the End User Accounts. MARINA is responsible for: (a) maintaining the confidentiality of the password and Admin Account; (b) designating those of its employees who are authorized to access the Admin Account; and (c) ensuring that all activities that occur in connection with the Admin Account comply with the Agreement. MARINA agrees that MAROONSTUDIOS INC.'s responsibilities do not extend to the internal management or administration of MARINA's electronic messaging system or messages and that MAROONSTUDIOS INC. is merely a data-processor.
- 2.6. MARINA agrees to protect the privacy rights of its End Users under all applicable laws and regulations. MARINA's Administrators **or the duly authorized representatives** may have the ability to access, monitor, use, or disclose data available to End Users within the End User Accounts. MARINA will obtain and maintain consent from all End Users to MARINA's access, monitoring, use or disclosure of this data, and to MAROONSTUDIOS INC. providing MARINA with the ability to do so. MARINA is responsible for obtaining any necessary authorizations from End Users to enable MAROONSTUDIOS INC. to provide the Services.
- 2.7. MARINA will use all commercially reasonable efforts to prevent unauthorized use of the Service, and to terminate any unauthorized use. MARINA will promptly notify MAROONSTUDIOS INC., of any unauthorized use of, or access to, the Services of which it becomes aware.

3. Service Fees

- 3.1 In consideration of the Services rendered by MAROONSTUDIOS INC., MARINA shall pay to MAROONSTUDIOS INC., One Million Eight Hundred Seven Thousand Six Hundred Sixty-Seven Pesos and 30/100 (Php 1,807,667.30). Marina shall pay MAROONSTUDIOS INC. on a monthly basis upon submission of the billing statement amounting to One Hundred Fifty Thousand Six Hundred Thirty-Eight and 94/100 (Php 150,638.94).
- 3.2. The payment made by MARINA to MAROONSTUDIOS INC. in the amount., One Million Eight Hundred Seven Thousand Six Hundred Sixty-Seven Pesos and 30/100 (Php 1,807,667.30) shall be deemed to include all of MARINA's obligation to MAROONSTUDIOS INC. for the duration of the contract.
- 3.3. After full payment of MARINA to MAROONSTUDIOS INC. of in the amount of One Million Eight Hundred Seven Thousand Six Hundred Sixty-Seven Pesos and 30/100 (Php 1,807,667.30), any unpaid obligation of MARINA to MAROONSTUDIOS INC. for the latter's services from the duration of the contract is deemed AMICABLY SETTLED.



- 3.4. MAROONSTUDIOS INC. shall provide MARINA with an Invoice for the applicable billing period covering the charges due from MARINA for the Services provided by MAROONSTUDIOS INC. The Invoice shall be deemed to be conclusive evidence of the amount due from MARINA unless a written objection is received by MAROONSTUDIOS INC. within five (5) days from receipt by MARINA of the Invoice. Such objection, however, shall not preclude MARINA from paying the amount due on the Invoice on its due date.
- 3.5. Payments must be made promptly by the Procuring Entity, in this case MARINA, but in no case later than forty five (45) days **AFTER** the supplier's, in this case MAROONSTUDIOS INC. , REQUEST/S FOR PAYMENT shall be made in writing, accompanied by an INVOICE describing, as appropriate, the goods delivered and/or services performed, by DOCUMENTS submitted pursuant to the contract, and upon FULFILLMENT OF OTHER OBLIGATIONS stipulated in the contract, as well as upon inspection and acceptance of the goods by the appropriate Technical and Inspection Committee. In addition, the Procuring Entity shall ensure that all ACCOUNTING AND AUDITING REQUIREMENTS are met prior to payment.

4. Term and Termination

- 4.1. The term of the contract shall start from the issuance date of Notice to Proceed. The contract term shall be for 1 year or 12 months only.
- 4.2. In case of Termination of Contract, the rules laid own under Annex "I", the "GUIDELINES ON TERMINATION OF CONTRACTS" of the 2016 Implementing Rules and Regulations of R.A. 9184 shall be followed by the parties.
- 4.3. MAROONSTUDIOS INC. shall have the option to either pre-terminate this Agreement or suspend the Services to MARINA upon the occurrence of any of the following events, by service of a five (5) day prior written notice to MARINA:
- a. MARINA becomes subject of any voluntary or involuntary proceedings under bankruptcy or insolvency laws, or has a substantial change in its ownership;
 - b. Breach by MARINA of any of the terms and conditions under this Agreement and its Schedules, including, or breach of its representations and warranties;
 - c. Non-payment of Service Fees for a period of more than sixty (60) *days with notice to MARINA*; or
 - d. *Reasonable grounds to believe that MARINA is using the Service for any other purpose or is allowing a third party to use the Services for any other purpose contrary to good customs, public order, public policy, or such purpose that will impair the purposes of this Agreement.*
 - e. If upon MAROONSTUDIOS INC. reasonably determines that it is impracticable to continue providing the Services in light of applicable laws.



- 4.4. In the event MAROONSTUDIOS INC. suspends or terminates the Services, or any part thereof, under Section 4.4 (c), restoration of said Services shall be made within twenty-four (24) hours upon full payment by MARINA of all its outstanding amounts due.
- 4.5. Upon termination or expiration of the term of this Agreement, MARINA shall return to MAROONSTUDIOS INC., all access keys, security devices and other properties of MAROONSTUDIOS INC. issued to MARINA during the course of this Agreement, if any. MAROONSTUDIOS INC. shall also return any data, document, file or other properties of MARINA issued or submitted to MAROONSTUDIOS INC. during the course of this Agreement, if any.
- 4.6. MARINA shall have the option to pre-terminate this Agreement, with a right to claim for damages, upon the occurrence of any of the following events, by service of a five (5) day prior written notice to MAROONSTUDIOS INC.:
- a. MAROONSTUDIOS INC. becomes subject to any voluntary or involuntary proceedings under the bankruptcy or insolvency laws, or has a substantial change in its ownership;
 - b. Breach by MAROONSTUDIOS INC. of any of terms and conditions under this Agreement, its Annexes and its Schedules, or breach of its representations and warranties.

5. Disclaimer and Limitations on Liability

- 5.1. To the extent permitted by law, MAROONSTUDIOS INC. hereby disclaims and excludes any representation or warranty whether express or implied including, without limitation, warranties on the merchantability, fitness for a particular purpose, non-infringement and satisfactory quality, of the Service or the performance of its obligations under this Agreement.
- 5.2. MARINA hereby holds MAROONSTUDIOS INC. free and harmless from any claim, liability, or damage to MARINA or third parties of whatever kind or character, whether direct or indirect, consequential, exemplary or special damages including but not limited to loss of opportunity, anticipated profits or other economic gain by reason of a power outage, interruption, suspension, termination or disconnection of the Services by MAROONSTUDIOS INC. ., whether or not MAROONSTUDIOS INC. was made aware of the possibility of such loss or damage or should have been aware of that possibility.
- 5.3. Possible Infringement
- 5.3.1. If MAROONSTUDIOS INC. reasonable believes the Services infringe a third party's intellectual property rights, then MAROONSTUDIOS INC. will: (a) obtain the right for MARINA, at MAROONSTUDIOS INC. 's expense, to continue using the

Services; (b) provide a non-infringing functionally equivalent replacement; or (c) modify the Service so that it no longer infringes.

5.3.2. If MAROONSTUDIOS INC. does not believe the foregoing options are commercially reasonable, MAROONSTUDIOS INC. may suspend or terminate this Agreement. If a suspension under this Section continues for more than six months, either party may terminate this Agreement with immediate effect or terminate the impacted Services with immediate effect.

5.4. The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party has full control and authority over the defense, except that (a) any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that party's prior written consent, such consent not to be unreasonably withheld or delayed; and (b) the other party may join in the defense with its own counsel at its own expense. The indemnities above are the only remedy under this Agreement for violation of a third party's intellectual property rights.

6. Confidential information

6.1. Each party (the "Receiving Party") agrees to keep strictly confidential all data, information, and documents obtained from the other party (the "Disclosing Party") such as, but not limited to, the terms of this Agreement and the Schedules attached hereto, technical information and know-how, and other information provided by the Disclosing Party to the Receiving Party during the course of the negotiations and performance of this Agreement, whether or not such is labeled as "confidential" or "proprietary" (the "Information").

6.2. Neither party may disclose the Information to any third party, or to any of its employees, agents, officers and representatives, except on a need-to-know basis, except upon written consent by the Disclosing Party, or pursuant to an applicable law or order from a competent court or regulatory body; provided, that in the event of a legally-mandated disclosure, the Receiving Party shall first inform the Disclosing Party in writing of such order or requirement at least three (3) days prior to the intended date of disclosure.

6.3. This obligation shall subsist until two (2) years from the termination of this Agreement.

7. Intellectual Property Rights

7.1. Except as expressly stated otherwise in this Agreement, neither party will acquire any rights, title or interest in any of the Intellectual Property Rights belonging to the other party, or other party's licensor. All ownership rights, title, and the Intellectual Property Rights in and to the content accessed through any Services are the property of the applicable content and may be protected by copyright and other applicable laws.

8. Miscellaneous



- 8.1. This Agreement shall be governed by and interpreted according to the laws of the Republic of the Philippines. Any action or proceeding arising from or in connection with this Agreement shall be brought before the exclusive jurisdiction of the courts of the City of Manila, Philippines.
- 8.2. This Agreement may be amended only in writing and executed by the authorized representatives of both parties.
- 8.3. MAROONSTUDIOS INC. is not the legal representative or agent of Google. Neither party is the legal representative or agent of, or has the power to obligate the other for any purposes whatsoever. Both parties expressly acknowledge that the relationship intended by them is a business relationship based entirely on, and defined by, the express provisions of this Agreement, and that no partnership, joint venture, affiliate, agency, fiduciary, or employment relationship is intended or created by reason this Agreement.
- 8.4. The Parties agree that there are no third-party beneficiaries under this Agreement.
- 8.5. MAROONSTUDIOS INC. and MARINA shall, as the context may require, be collectively referred to as "parties" and independently referred to as "party".

The headings of the articles in this Agreement are included for convenience or reference only. They shall not affect the construction and interpretation of any provision of this Agreement.

The language in all parts of this Agreement shall in all cases be construed simply as a whole in accordance with its fair meaning and not strictly for or against any party. The parties hereto agree that this Agreement has been negotiated by the parties and has been the subject of arm's length and careful negotiation over a considerable period of time. Accordingly, this Agreement shall not be interpreted or construed against the party preparing it.

In the event of any inconsistency between the terms of the Master Services Agreement and the terms of any Statement of Services, the terms of such Statement of Services shall prevail.

- 8.6. This Agreement, including the Statement of Services, all the Schedules attached hereto, if any, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior discussions, memoranda, negotiations and understandings thereon, whether made orally or in writing.
- 8.7. **FREE AND HARMLESS CLAUSE.** Each party shall be responsible for, and hold the other harmless from any injuries caused by it or suffered by its personnel during the performance of this agreement, including injuries which may be compensable under any workers' compensation laws.
- 8.8. **INDEPENDENT CONTRACTOR.** The parties are independent contractors and neither is an employee of the other.



- 8.9. **NO ASSIGNMENT.** Neither party may assign this Agreement without the written consent of the other.
- 8.10. **FORCE MAJEURE.** Performance by either party may be excused by the occurrence of events beyond the control of the parties, including, but not limited to, unavoidable travel interruptions, flood or other weather-related emergency or disaster, fire, strikes or labor and employment disputes, or terrorism, provided that the affected party provides notice to the other as soon as reasonably possible after the occurrence of a force majeure event. Upon the declaration of a force majeure event neither party shall bear liability to the other for non-performance. The parties agree to work together in good faith to discuss alternative dates for the event.
- 8.11. **STANDARD ARBITRATION CLAUSE.** "Any controversy or claim arising out of or relating to this agreement, or the breach thereof, that cannot be acceptably negotiated by both parties shall be settled by arbitration in accordance with the rules of the "Alternative Dispute Resolution Act of 2004". Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof."
- 8.12. **PROTECTION OF GOVERNMENT CLAUSE:** "Any provision which is grossly disadvantage to the government shall be deemed null and void and will have no force and effect in accordance with Sec. 03(g) of R.A. 3019, in the Anti-Graft and Corrupt Practices Act."
- 8.13. **STANDARD INTEREST PENALTY:** 6% per annum
- 8.14. **MARINA** may extend the service of **MAROONSTUDIOS INC.** in hosting the Google Workspace on a monthly basis to ensure uninterrupted service delivery to the MARINA Stakeholders until a new contract / replacement of the provider commences. **MARINA** will be responsible for covering the costs of any monthly extensions, acceptable to both parties.
- 8.15. **MAROONSTUDIOS INC.** shall keep the records / configuration of the Google Workspace ninety (90) days after the expiration of contract of service.