

**SERVICE AGREEMENT FOR PROCUREMENT MAINTENANCE OF EMAIL SYSTEM  
PROJECT**

This Agreement was executed and entered into this \_\_\_\_ of 18 OCT 2024, 20\_\_ in Makati City, Philippines, by and between:

**THE MARITIME INDUSTRY AUTHORITY (MARINA)**, a national government agency created by virtue of Presidential Decree No. 474 as an attached agency to the Department of Transportation, with office address at MARINA Building, Bonifacio Drive cor. 20th Street, Port Area, Manila, represented in this Act by its Administrator, MS. SONIA B. MALALUAN, and hereinafter referred to as the **CONSUMER**.

-and-

**REVLV SOLUTIONS, INC.**, a domestic corporation duly formed and existing under and by virtue of the laws of Republic of the Philippines, with principal office at Unit M26, Burgundy Corporate Tower, 252 Sen. Gil Puyat Avenue, Makati City, Philippines, represented by its Sales Associate, MS. MAUREEN M. CADELIÑA, as duly authorized by a Secretary's Certificate.

WITNESSETH:

WHEREAS, MARINA to ensure that its email communication system uptime is consistent, sought out maintenance of its Zimbra **Email System**.

WHEREAS, through a duly conducted small value procurement, which was participated by REVLV SOLUTIONS INC, proponents submitted and complied with all the eligibility, technical, financial and documentary requirements;

WHEREAS, MARINA, through 2024 Annual Procurement Planning, programmed the said project which was won by, and was duly approved by the Bids and Awards Committee, with maintenance provider, REVLV SOLUTIONS, INC.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby mutually agree to renew the service agreement with the following terms and conditions:

**1. SUBJECT MATTER OF AGREEMENT**

MAINTENANCE OF MARINA'S ZIMBRA EMAIL SYSTEM, installed in a Linux server with domain name @*mail.marina.gov.ph*, housed inside the data center of Marina located at Bldg. A. Bonifacio Avenue corner 20th Ave. South Harbor, Port Area, Manila.

**2. DEFINITIONS**

Maintenance Services shall include the creation and maintenance of the Email System, including cleaning, wire organization and labeling, inspections and technical check provided from time to time by MAINTENANCE PROVIDER.

MARINA personnel are those who are designated to have access to the Email System

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Force majeure shall refer to events such as fire, earthquake, storms, lightning, floods, washouts, civil disturbance, explosions, natural calamities, and any other similar events, not within the control of either party which with the exercise of due diligence neither party is able to overcome.

SYSTEM means the Email System that requires maintenance as defined in the Subject Matter.

### 3. PERIOD COVERED

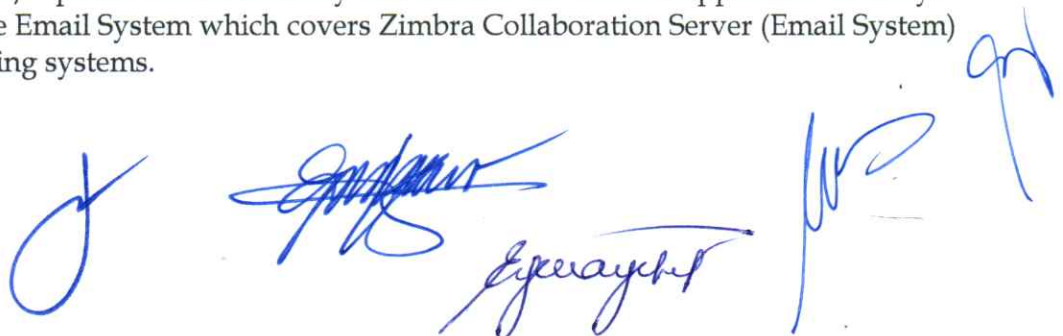
This Agreement shall remain in force and effect for one (1) year commencing on the date of the approval of the contract or as may be indicated in the Notice To Proceed. This Agreement ensures that the following conditions are met:

- a. MARINA is fully satisfied with the service rendered.
- b. No upward change in the price.
- c. The terms and conditions of the contract remain the same.
- d. MARINA has available budget for the purpose.

### 4. OBLIGATIONS OF MAINTENANCE

MAINTENANCE PROVIDER shall perform, allow, and provide MARINA with the following services:

- a. Perform monthly Email Server Maintenance.
  - Monitoring of Zimbra Daemon
  - Installation and configuration of security apps in the email server
  - Physical server status monitoring using server and network monitoring applications
  - Re-configuration when necessary
  - Renewal of SSL certificate for the server when necessary
  - Configuration of server parameters
  - Case to case on-site visit for critical issues
- b. Provide the necessary expert advice, project management and manpower to perform the proposed scope of works.
- c. Provide a support person with contact details as first point of contact in cases of issues with the Email System. He/She will be responsible for the coordination and management of the project throughout its completion. He/She will be the primary interface in coordinating efforts and tasks for the delivery and implementation of the project.
- d. Provide project management, including planning, consultancy services and overall supervision and implementation of the project.
- e. Provide a 24/7 phone line availability and remote and onsite support for Severity 1 issues of the Email System which covers Zimbra Collaboration Server (Email System) and Operating systems.

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- f. Provide Technical Support, with ticket Status Updates in cases of escalation of issues to Level 1 and Level 2 onwards, including status reporting.
- g. Provide on-site/on-call support outside of regular PM schedule on case-to-case basis.
- h. Provide daily 8 by 5 phone, email, and remote support with critical level on site assistance
- i. Provide a One (1) hour response time upon receipt of call and four (4) hours for onsite support.
- j. Provide an onsite technical support if the problem was not resolved by service desk. A service report must be provided every after onsite technical support.
- k. Provide the procedure on support and issue escalation.
- l. Provide a monthly health check during the maintenance period to ensure that the email system is working properly.

In accordance with Executive Order No.398, MAINTENANCE PROVIDER shall pay taxes in full and on time and that failure to do so will entitle MARINA to suspend payment for any services delivered.

## 5. OBLIGATIONS OF MARINA

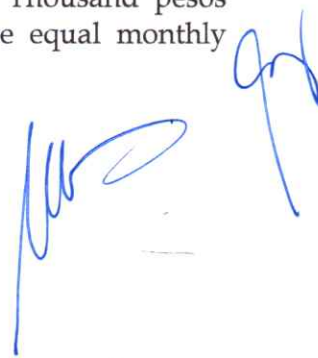
MARINA agrees to use the Email System installation, using duty of care principle, and in accordance to its proper use. In addition, it should follow:

- a. Proper procedures on using the email system for its intended professional and work use.
- b. Best practices in using emails, to avoid malwares, viruses, including phishing attempt.
- c. Shall agree not to adjust email system configurations and or settings, without prior consultation with the MAINTENANCE PROVIDER.
- d. Shall allow SERVICE PROVIDER technicians and authorized Engineers immediate and free access to MARINA premises where the Email System is located, during office hours, for the purpose of installation, inspection, maintenance or repair if and when such are deemed required by MAINTENANCE PROVIDER.

## 6. PAYMENTS

MARINA shall, in consideration of the full, satisfactory, and faithful performance by MAINTENANCE PROVIDER of its undertakings and obligations under this Agreement, pay REVLV SOLUTIONS INC the total contract amount of Two Hundred Thousand pesos (P200,000.00), inclusive of Value Added Tax (VAT), payable in twelve equal monthly installments.

## 7. TRANSFER OR ASSIGNMENT



MARINA agrees not to transfer or assign this Agreement or any right or interest a originating therefrom to any person entity without prior written approval from MAINTENANCE PROVIDER. In the same manner that MAINTENANCE shall not assign its obligations stipulated in Item 4 hereof to any person or entity without prior written approval from MARINA.

In the event of approval of transfer or assignment, the transferee or assignee shall be liable for all the obligations under the Agreement from date of approval.

#### **8. EXCLUSIONS FROM THE COVERAGE OF MAINTENANCE SERVICES OF REVLV SOLUTIONS INCORPORATED**

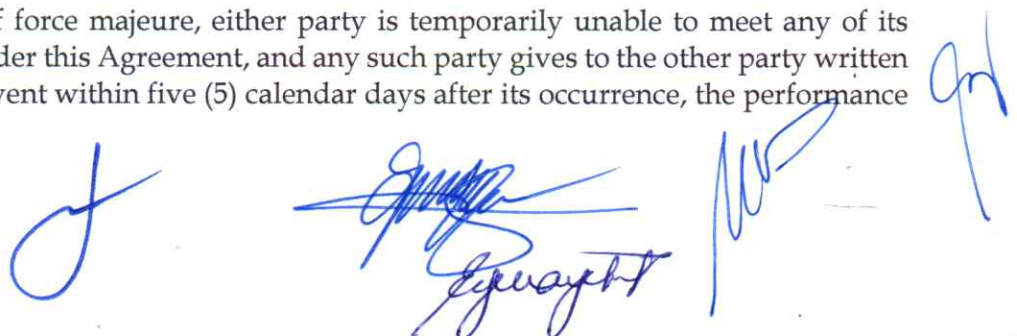
- a. Failure of any hardware components placed in the equipment, of any cause, including routine usage failure, or obsolescence. The only exception is when equipment or hardware failure is proven due to mishandling or negligence of MAINTENANCE PROVIDER.
- b. Instances due to any fortuitous events such as fire, earthquake, natural calamities and other incidents beyond human control. Provided, that immediately after the failure, defects or problems shall have been remedied, or when circumstances giving rise to problems shall have ceased, MAINTENANCE PROVIDER shall resume providing MARINA software-related technical support.

#### **9. ACCEPTANCE**

Upon every visit, MAINTENANCE PROVIDER will submit a Service Report, to be duly signed by MARINA representative. By signing, MARINA signifies its acceptance of the services from MAINTENANCE PROVIDER as meeting its requirement, otherwise, MARINA shall notify the SERVICE PROVIDER of the further work needed to complete the maintenance for a specific period.

#### **10. GENERAL PROVISIONS**

- a. This document contains the entire Agreement between MAINTENANCE PROVIDER and MARINA with respect to the Software Service and supersedes all oral or written communications and any prior agreement with respect thereto.
- b. Except where otherwise stated herein this Agreement may not be altered, modified, terminated or discharged except in writing signed by both parties.
- c. Both parties hereto shall exclusively submit to the jurisdiction/venue of Makati City courts with respect to any litigation in relation to this Agreement.
- d. It is expressly agreed and understood that failure to demand compliance with any of the terms and conditions of this contract by the MARINA shall not be construed or considered as waiver on the part of MARINA for the enforcement of this contract.
- e. If by reason of force majeure, either party is temporarily unable to meet any of its obligations under this Agreement, and any such party gives to the other party written notice of the event within five (5) calendar days after its occurrence, the performance

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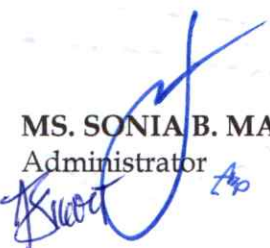
by such party of its obligations under this Agreement shall be suspended for as long as the inability continues.

- f. Neither party shall be liable to the other party for any loss or damage sustained by reason of force majeure or delays arising from such event.
- g. The force majeure contemplated is such that it will hamper or adversely affect the compliance by either party of any of the obligations under this Agreement.
- h. If either party shall default in the performance or observation of any obligations herein set forth, and such default shall continue for fourteen (14) calendar days, after written notice requiring rectification thereof, this Agreement may there upon be terminated. The defaulting party shall be held liable in consequence hereof.
- i. Violation of any terms and conditions shall be a valid ground for termination of this Agreement.
- j. Unless the herein context requires otherwise, words importing the singular number shall include the plural and vice versa, and words importing any gender shall include other gender.
- k. It is mutually and expressly agreed upon by both contracting parties that no change, adjustment or alteration shall be made in the service rate as a result of any fluctuation or increase in the service cost and for any other causes whatsoever during the duration of this contract.

## 11. SIGNATORIES

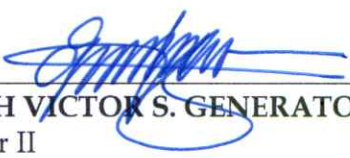
FOR MARITIME INDUSTRY AUTHORITY:

FOR REVLV SOLUTIONS INC:

  
**MS. SONIA B. MALALUAN**  
Administrator

  
**MS. MAUREEN M. CADELIÑA**  
Authorized Representative

WITNESSES

  
**JOSEPH VICTOR S. GENERATO, PhD**  
Director II  
Management Information System Service

  
**MS. EDEN Z. EVANGELISTA**  
Chief Accountant  
MARITIME INDUSTRY AUTHORITY

  
**MR. NICANOR A. BELTRAN JR.**  
Chief Financial Officer  
REVLV SOLUTIONS, INC.

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)  
CITY OF MAKATI ) S.S.

BEFORE ME, a Notary Public for in and in the City of Makati came and appeared:

Name	Government ID No.	Valid until
SONIA B. MALALUAN		
MAUREEN M. CADELIÑA	P6153932B	21 JAN 2031

Known to me and to me known to be the same persons who executed the foregoing instrument relating to the Software Service Agreement consisting of six (6) pages including this page on which this acknowledgment is written and their instrumental witnesses, and sealed with my notarial seal.

WITNESS MY HAND AND SEAL this day of 18 OCT 2024 at the City of Makati.

Doc No. 169  
Page No. 35  
Book No. 60  
Series of 2024



**ATTY SHERLUCK JUN C. VILLEGAS**  
Notary Public for Makati City  
Appt. No. M-274 until Dec 31 2024  
Unit 3C LTA Building, 118 Perea St.  
Legaspi Village, Makati City  
Roll No. 70942  
IBP No. 323340 / 11-30-2023 / Pasig City  
PTR No. 10074513 / 01-02 2024 / Makati City  
MCLE Compliance No. VII-0020869/April 14, 2025