

AGREEMENT FOR 2024 SOPHOS XG230 FIREWALL LICENSE RENEWAL

This Agreement executed and entered into this 18 OCT 2024 of _____, 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 **LICENSE 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 N26, 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, and hereinafter referred to as the **LICENSE PROVIDER**.

WITNESSETH:

WHEREAS, MARINA, to ensure that its network is protected with an up-to-date firewall, sought out potential contractors for the renewal of its existing Sophos XG230.

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

WHEREAS, MARINA, through the 2024 Annual Procurement Planning, programmed said project which was won by, as duly approved by the Bids and Awards Committee, the LICENSE 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

Renewal of License for 2024 of MARINA's existing XG230 Firewall, located in the ICT-MD premises at the 5th Floor, MARINA Bldg. A. Bonifacio Avenue corner 20th Ave. South Harbor, Port Area, City of Manila.

2. DEFINITIONS

Support Services shall include the availability of the LICENSE PROVIDER for calls, emails, and remote support daily from 8 AM to 5 PM by phone, with critical level onsite assistance in cases where the situation warrants.

MARINA personnel who are designated to have access to the XG230 Firewall with Serial No. C24077JF2988Y1D, located in the MARINA premises.

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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.

Equipment shall refer to the Sophos XG230 Firewall equipment that LICENSE CONSUMER has in its possession.

3. PERIOD COVERED

This Agreement shall remain in force and effect for eight (8) months 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. LICENSE CONSUMER 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. LICENSE CONSUMER has available budget for the purpose.

4. OBLIGATIONS OF LICENSE PROVIDER

LICENSE PROVIDER shall deliver and activate LICENSE CONSUMER with a SOPHOS XG230 FIREWALL LICENSE for a period of one year, with the following details and inclusions:

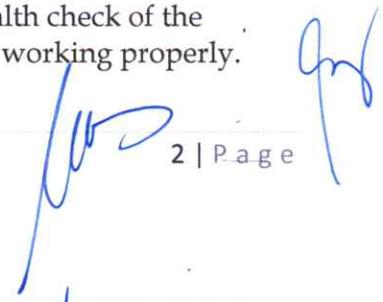
FIREWALL LICENSE INCLUSION:

One (1) Sophos XG230 Full Guard with, Network Protection, Web Protection, Email Protection, and Web Server Protection:

1. Network Protection: Network Firewall; Network Address Translation (NAT); Native Windows Remote Access.
 - 1.1 Intrusion Prevention Capabilities
 - 1.2 IPSec and SSL Tunnel for Remote Access
 - 1.3 Firewall Throughput
 - 1.4 VPN throughput
 - 1.5 IPS throughput

SUPPORT INCLUSION

1. LICENSE PROVIDER is required to provide technical assistance through telephone, electronic mail, and on-site visits to resolve technical and other related issues on weekdays, commencing from 8:00 a.m. to 5:00 p.m.
2. The LICENSE PROVIDER must have access to high-level support from the Distributor or Principal, from which the License was sourced out.
3. The LICENSE PROVIDER must provide professional implementation services.
4. The LICENSE PROVIDER must provide a monthly health check of the Firewall Equipment, with its license to ensure that it is working properly.



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

5. OBLIGATIONS OF LICENSE CONSUMER

LICENSE CONSUMER agrees to allow activation of the License in its existing Firewall Equipment. In addition, LICENSE CONSUMER shall make sure it exercises its ownership of the said equipment using duty of care principle, and in accordance to its intended use. In addition, it should follow:

- a. Proper procedures on handling and operation of its equipment, to ensure that it functions properly;
- b. Shall ensure that the Firewall Equipment is located in a place befitting the prescribed requirements for the equipment, including proper ventilation, temperature control, and security access, among others if these are part of best practices in using this equipment.
- c. Shall agree not to transfer or move the equipment without prior notice to the LICENSE PROVIDER, to ensure that advice and best practices are followed, in case a transfer is warranted.
- d. Shall allow LICENSE PROVIDER technicians and authorized engineers immediate and free access to MARINA premises where the equipment is located, during office hours, for the purpose of inspection and installation if and when such are deemed required by this agreement.

6. PAYMENTS

MARINA shall, in consideration of the full, satisfactory, and faithful performance by LICENSE PROVIDER of its undertakings and obligations under this Agreement, pay REVLV SOLUTIONS INC the total contract amount of Two Hundred Fifty Thousand Pesos (P250,000.00) inclusive of Value Added Tax (VAT), one-time payment on activation of the License.

7. TRANSFER OR ASSIGNMENT

MARINA agrees not to transfer or assign this Agreement or any right or interest originating therefrom to any person or entity without prior written approval from LICENSE PROVIDER. In the same manner that LICENSE PROVIDER 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

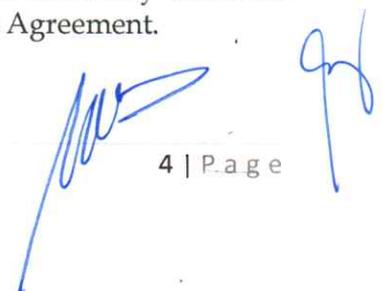
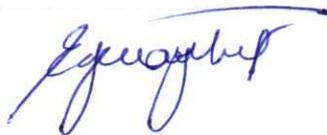
- a. Failure of Firewall Equipment, of any cause, including routine usage failure, or obsolescence. The only exception is when equipment or hardware failure is proven due to mishandling or negligence of LICENSE PROVIDER.
- b. Instances due to any fortuitous events such as fire, earthquake, natural calamities 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, LICENSE PROVIDER shall resume providing MARINA the license and support detailed in Item 4.

9. ACCEPTANCE

On Visit, SERVICE PROVIDER will submit a Service Report, to be duly signed by MARINA representative. By signing, MARINA signifies its acceptance of the services from SERVICE PROVIDER as meeting its requirement. Otherwise, MARINA must notify SERVICE PROVIDER of the additional services in case more work is needed to complete the maintenance for a specific period.

11. GENERAL PROVISIONS

- a. This document contains the entire Agreement between LICENSE PROVIDER and MARINA with respect to the Sophos XG230 Annual License provided, 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 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 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.



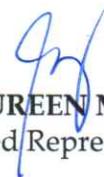
- h. If either party shall default in the performance or observation of any obligations herein set forth, and such default shall continue for thirty (30) calendar days, after written notice requiring rectification thereof, this Agreement may thereupon be terminated. The defaulting party shall be held 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.

12. SIGNATORIES

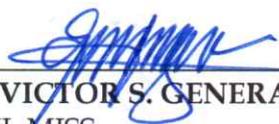
FOR MARITIME INDUSTRY AUTHORITY:

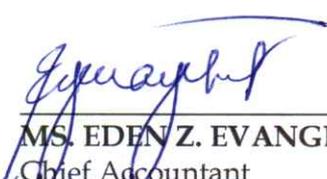
FOR REVLV SOLUTIONS INC.:


MS. SONIA B. MALALUAN
 Administrator


MS. MAUREEN M. CADELIÑA
 Authorized Representative

WITNESSES


JOSEPH VICTOR S. GENERATO, PhD
 Director II, MISS
 MARITIME INDUSTRY AUTHORITY (End-User)


MS. EDEN Z. EVANGELISTA
 Chief Accountant
 MARITIME INDUSTRY AUTHORITY


MR. NICANOR A. BELTRAN JR.,
 Chief Finance 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.

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Book No. 60
Series of 2024



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