



**Secretary Irene M. Isaac**

Director General

TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY-

TESDA COMPLEX, EAST SERVICE

TAGUIG, Metro Manila

Dear Secretary Isaac,

The Internet has become an indispensable tool in ensuring companies like yours be on top of its game. As your company continues to expand, the need for a reliable, high speed and congestion free premium internet is not only essential but crucial.

To address this need, we present **PLDT I-GATE**, a premium internet service engineered to meet the ever increasing demand of today's corporate landscape.

I-GATE is a Dedicated Internet Access Service that provides high speed, reliable and managed connectivity to the Global Internet. With a data transfer capacity of 340 Gbps and growing, I-GATE offers you the most powerful and most extensive broadband network guaranteed to support your mission-critical, bandwidth-hungry and real time voice, data and video applications.

Our core network is engineered to provide uninterrupted connection at the physical level. Our core switches and Gateway Border Routers are strategically located in separate sites to further ensure resiliency and route diversity.

I-GATE has the largest international bandwidth capacity to the Global internet amongst local telcos; as well as the most number of international IP peering partners. This enables you to have easy access to your servers and run bandwidth-intensive applications to and from the US , Europe, Asia and the rest of the world.

For this service, below are the proposed rates

Site Name/ Location	Proposed Bandwidth	Circuit Monthly Recurring Charges	Circuit One Time charges	Router/CPE Monthly Recurring Charges	Router/CPE One Time Charges
1. TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY-	90 mbps with router	Php 114,800.00			

**Notes:**

- a. All rates are inclusive of VAT and other charges unless otherwise indicated.
- b. Contract term of twelve (12) months.
- c. The rates provided shall be valid for a period of thirty (30) working days from receipt of proposal.
- d. Pre-termination of the Contract shall render the Customer liable for pre-termination charges equivalent to 100% of the unrealized monthly revenue charges for the unexpired term, plus actual expenses incurred in the recovery of equipment and facilities (de-installation cost).
- e. The proposed rates assume the existence of appropriate facilities. In the event of special build requirements, PLDT shall prepare a separate quotation for the additional facilities required.
- f. Special Conditions, if any



If you find our proposal acceptable, kindly signify your conformity on the space provided below. Installation date is within thirty (30) to forty-five (45) days from date of conformity if with existing PLDT facilities, otherwise subject for further evaluation.

Thank you and we look forward to serving you.

Very truly yours,

**PHILIPPINE LONG DISTANCE TELEPHONE COMPANY**

By:

**Dennis G. Magbatoc**

CRM Head – Public Sector

885-9848

0918-9193530

**Erlindo C. Targeng Jr**

Relationship Manager

885-9135

0918-9097691

With my conformity for:

By:

A handwritten signature in black ink, appearing to read "Irene M. Isaac".

Secretary Irene M. Isaac

Director General *f*

Date Signed: 29 June 2016

Phone Number: \_\_\_\_\_

## PLDT DATA SERVICES TERMS AND CONDITIONS

### 1. Contract Documents

- a. The following documents shall, by this reference, form integral parts of the contract between PLDT and the Customer for the provision by PLDT of the service described in the Proposal to which this PLDT Data Services Terms and Conditions is attached ( the "Contract")
  - (1) Proposal with the Customer's written conforme, which contains the commercial terms of the Contract;
  - (2) This Data Services Terms and Conditions; and
  - (3) The Service Level Agreement (applicable to all domestic and international data services except DSL, IP-VPN via IP-VPN via wireless broadband)
  - (4) As Built Plans, Service Protocol and Solution Design, if deemed necessary by PLDT, shall be provided to the Customer and shall form part of the Contract.
- b. In case of any conflict in the interpretation of the provisions of the aforementioned documents, these Terms and Conditions shall prevail.

### 2. Customer Responsibilities

The Customer shall have the following responsibilities for the proper installation, operation and maintenance of the Service requested:

- a. Provide access and clearance to allow duly authorized PLDT personnel to enter and leave the Customer's premises at reasonable hours or at such frequency as may be necessary, and subject to prior notice to the Customer, for the purpose of conducting site surveys, installation, inspection and maintenance, and/or removal of its equipment and facilities use in connection with the Service. In the event that the Customer's premises is located inside a building, The Customer shall coordinate with the Building Administrator/Property Management Office and secure the necessary permits granting PLDT agrees and ingress to the building twenty four hours a day, seven days a week for maintenance, test and repair, and installation activities, subject to compliance by PLDT with reasonable building security regulations.
- b. Provide the required Uninterrupted Power Source (UPS) in each location to ensure the uninterrupted power supply necessary for the continuous operation of the service. Customer shall provide electric power from a commercial source connected to the standby generator required for the efficient operation of PLDT-provided equipment.
- c. Provide the interface cables between the PLDT equipment and the Customer-provided equipment.
- d. Ensure that no connection, disconnection, movement, and/or alteration of any and all equipment and facilities furnished by PLDT are conducted by parties other than then duly authorized PLDT personnel.

- e. Provide a secure, clean and well-ventilated and air-conditioned room suitable for the proper and continuous operation of all equipment used in the provision of the Service.
- f. Provide due care to all PLDT owned equipment installed in its offices. The Customer shall be liable for any loss or damage on the equipment upon completion of the installation by PLDT unless such loss or damages is directly due to causes beyond its reasonable control.
- g. Undertakes not to assign, transfer, sublease, charge or otherwise part with the PLDT-owned equipment; neither shall the Customer permit any extension of the Service whether or not said extension may cause damage or interference to the Service, without prior written consent and approval of PLDT.
- h. Provide its own additional protection to its system against external attacks/hacks. In the event of such occurrence, it is the Customer's responsibility to investigate the matter with the proper assistance of PLDT or its subsidiaries and/or affiliates.
- i. Other terms and conditions apply for specific PLDT Service components such as Customer Premises Equipment (CPE), such as routers, multiplexers, radio equipment, special equipment or others (Please refer to Annex A).

### 3. Applicable Prices and taxes

- a. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR-A
- b. The total Circuit Monthly Recurring Charges for the proposed services is **Php114,800.00**, inclusive of **12% VAT**. Unless otherwise indicated, the prices quoted above are exclusive of the 12% Value Added Tax (VAT)/Overseas Communications Tax (OCT). Applicable taxes may apply for services provided by foreign carriers (Applies to international services only).
- c. For customers claiming tax exemptions, the necessary exemption certificates and/or documents shall be submitted prior to installation of the Service.
- d. The prices provided for in the Proposal shall be valid for thirty (30) days from the date thereof.

### 4. Installation and Lead-times

Installation and activation of Service shall be based on the mutually agreed Ready for Service (RFS) date. The projected installation and activation lead time is determined on the basis of the location of the Customer's site (whether the site is within or outside PLDT's franchise area) and whether the provision of the Service in the Customer's site requires the construction and installation of additional or new facilities.

### 5. Delivery of Equipment; Acceptance of the Service

- a. Upon delivery of the CPE to the Customer's designated site, the Customer shall sign an Endorsement of Property and Service (EPS) form to acknowledge receipt of the CPE.

- b. Upon activation of the Service and conclusion of PLDT'S testing thereof based on PLDT 's parameters, the Customer shall cause its duly authorized or designated representative(s) to sign PLDT's Acceptance of Service Form (ASF). If, for any reason whatsoever, PLDT shall not hear from the Customer or receive the signed ASF within fourteen (14) days from date of endorsement of the form, PLDT shall assume that the service is working, deemed accepted and billable. PLDT shall therefore take this as commitment on the Customer's part to pay/settle necessary billing component/charges for the service(s) in accordance with the signed Proposal with the Conformed consistent with these Terms and Conditions.
- c. PLDT's responsibility shall strictly relate to the Service as described in the Proposal only PLDT expressly waives liability for claims arising from internal hardware problems and software requirements of the Customer.

## 6. Payment Terms

- a. Billing shall commence on the effective billing date indicated in the ASF sign by the Customer's duly authorized or designated representative(s), subject to Section 5(b) of these Terms and Conditions
- b. PLDT has the option to provide the bill for the Service using any media available such as but not limited to electronic mail, printed bill sent through courier or email.
- c. ~~Payment must be remitted to PLDT within the stipulated due date as indicated in the bill.~~

## 7. Contract Period

- a. A Contract term shall be twelve (12) months from the date of activation of each Service PLDT links and all components under the Service are co-terminus. If PLDT Service components are installed on the current link, the contract of the link is automatically extended according to the longest contract period of the Service components.
- b. PLDT shall be responsible for the installation, configuration and maintenance of I-Gate service; and shall be responsible to provide bandwidth of ninety (90) Mbps for a period of one (1) year or twelve (12) months. The Contract may be renewed every year subject to the agreement of both parties and in accordance with R.A. 9184.

## 8. Cancellation of Order

In case of cancellation order:

- a. After installation works have been started but prior to acceptance of the Service. The Customer shall pay 100% of the total contract value for the CPE that may be provided by PLDT and 20% of the total contract value for the network service to compensate PLDT for the cost it incurred in the installation works.

- b. If the circuit is not accepted by the Customer after it has passed the Bit error Rate (BER) and parameter testing, the Customer shall pay the cancellation charges as follows:
  - i. 100% of the total contract value for the CPE as indicated above,
  - ii. 50% of the total contract value for the network service to compensate PLDT for the cost it incurred in the installation works,
  - iii. Actual de-installation charges incurred.

**9. Pre-termination of Contract**

- a. In case of pre-termination of Contract without fault on the part of PLDT:
  - (1) The Customer is required to submit a written notice at least sixty (60) calendar days prior to the date of circuit termination stating the reason/s for such request.
  - (2) Pre-termination charges equivalent to 100% of the unrealized monthly revenue charges for the unexpired term will be imposed.
  - (3) In addition, a de-installation charge will be imposed amounting to the actual total expenses incurred.
  - (4) Total pre-termination charge shall be computed as follows:

**Total Pre-termination Charge = (No. of months remaining in the contract X Month Charge) + actual expenses incurred in the recovery of equipment and facilities (De- installation cost)**

- (5) The PLDT Service components are co-terminus with the main PLDT data service. As such, above pre-termination charges also apply.
- b. Upgrading / Downgrading of service within the contract term
  - (1) Upgrading within the Contract term is allowed, subject to an adjustment in the fees payable to PLDT for the upgraded service. However, downgrading is not allowed within the Contract term for circuit, CPE, Server, and PCs , unless the Customers pays pre-termination charges computed in accordance with following formula:

**Pre-termination charge = (MRC under the original contract – MRC of the downgraded Service) x No. of months of the original contract.**

- (2) It is understood that the Customer is still obligated to pay the Monthly Recurring Charges for the downgraded Service for the remainder of the Contract term.
- c. In case of dispute or difference in relation to the pre-termination of this Contract between the Procuring Entity and PLDT, the parties shall exert effort to resolve amicably such dispute or difference by mutual consultation without prejudice to the preceding provisions.

**10. Discontinuance of Service**

- a. PLDT has the option to discontinue the Service for non-payment of fees due to PLDT within the period provided for in the relevant bill for the Service. Subject to one (1) month prior written notice to the Customer and provided that the Customer continues to fail to pay the required amount despite such notice, PLDT has the option to discontinue the service for non-payment of the overdue account, as well as other accounts involving other existing PLDT services which, based on PLDT records, are maintained or owned by, or kept under the same Customer's name. Aside from the outstanding changes of the Customer due to PLDT, applicable pre-termination charges shall be imposed, subject to Section 9 hereof.
- b. The basis for disconnection of Service will be the date of receipt of the PLDT billing statement or the date the electronic bill was sent.
- c. The service is intended for the Customer's internal operations and not intended for national/international resale of voice and/or data. These circuits will not be used for any Voice Callback, or any form of Public Switched Telephone Network (PSTN) by-pass operation similar to that of an International Simple Resale of ISR (the "Unauthorized Use/s")

PLDT RESERVES THE UNILATERAL RIGHT TO IMMEDIATELY TERMINATE/CANCEL THE SERVICE AT ANY TIME AND WITHOUT PRIOR NOTICE SHOULD PLDT FIND ANY UNAUTHORIZED USE AS DEFINED HEREIN OR THAT THE SERVICE OR ANY OF THE LINES ARE UTILIZED OTHER THAN FOR ITS SPECIFIED PURPOSE AND/OR IN ANY INSTANCE THAT PLDT FINDS THAT ANY OF ITS MATERIALS, WIRES, EQUIPMENT, AND DEVICES, RESOURCES AND EFFECTS ARE ACTUALLY BEING USED OR HAVE BEEN USED BY THE CUSTOMER BUT WITHOUT, HOWEVER SECURING THE PRIOR WRITTEN CONSENT OF PLDT. PLDT ALSO RESERVES THE FURTHER RIGHT, AND ALSO WITHOUT PRIOR NOTICE, TO IMMEDIATELY DISCONNECT AND RECOVER ITS MATERIALS, WIRES, EQUIPMENT AND DEVICES AND SUCH RESOURCES AND EFFECTS WHICH ARE FOUND TO BE ILEGALLY CONNECTED AND/OR ATTACHED TO PLDT FACILITIES AND PROPERTIES WITHOUT THE KNOWLEDGE, AUTHORITY AND/OR PRIOR WRITTEN CONSENT OF PLDT. FINALLY, PLDT RESERVES THE RIGHT TO COLLECT MONETARY COMPENSATION DUE TO REVENUE LOSS OCCASSIONED BY SUCH UNAUTHORIZED USE AND/OR OPERATIONS OR TO COLLECT FROM THE CUSTOMER LIQUIDATED DAMAGES IN THE TOTAL AMOUNT OF ONE MILLION PESOS (PHP1,000,000.00), WHICHEVER IS HIGHER.

- d. In addition to having the Service temporarily/permanently disconnected and/or the telephone lines (if applicable) barred from toll placement, there shall be a 2% penalty per month for accounts with 90 days past due.
- e. Notwithstanding Section 7.a, the disconnection of the main PLDT data service will mean automatic disconnection of the Service components.
- f. Subject to GCC Clauses 18 and 22, if PLDT fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the

maximum is reached, the Procuring Entity shall rescind the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

#### 11. Force Majeure

- a. PLDT shall not have any liability whatsoever or be deemed to be in default for any delay or failure in the performance under the Contract resulting from acts beyond its control, including without limitation, international system cable faults, acts of God, acts of nature, acts or regulations of any governmental or supranational authority, war or national emergency, accident, fire, lightning, riot, strikes, lock-outs, industrial disputes (whether or not involving PLDT's employees) or epidemics.
- b. In the event of service disconnection arising from force majeure, PLDT shall endeavor to restore services as soon as possible, subject to its discretion in the allocation of available resources.

#### 12. Indemnification

The Customer agrees to defend, indemnify and hold PLDT, its directors, officers and employees, free and harmless from and against all liabilities, costs and expenses, including reasonable attorney's fees, related to or arising from: (a) any violation of applicable laws, regulations or these Terms and Conditions by the Customer (or any party using the Customer's account, with or without the Customer's permission, to access the Service); (b) the use of the Service or the placement or transmission of any message, information, software or other materials using the Service by the Customer (or any party using the Customer's account, with or without the Customer's permission, to access the Service); (c) negligent acts, errors, or omissions by the Customer's (or any party using the Customer's account, with or without the Customer's permission, to access the Service); (d) injuries to or death of any person and for damages to or loss of any property, which may in any way arise out of or result from or in connection with these Terms and Conditions, except to the extent that such liabilities arise from the act, negligence or willful misconduct of PLDT; or (e) claims for infringement of any intellectual property rights arising from the use of the Service, any software, or the Internet.

#### 13. Rebates

- a. Rebate computation shall be follows:

$$\text{Rebate for the Month} = \frac{\text{Monthly Rental} \times \text{Total downtime for the month (in hrs.)}}{730\text{Hrs}}$$

- b. This Rebate is subject to the following conditions

- (1) All applicable rebates will be computed based on PLDT's Enterprise Service Management (177) records.
- (2) Customer shall be responsible to report to PLDT Corporate Helpdesk any outage experienced by the network.



- (3) Customer should submit a written/formal advice to PLDT to document its claim for any rebates for outages, subject to PLDT's verification. PLDT shall grant rebates based on the results of its verification.
  - (4) Customer must submit a written request for rebate within two weeks from receiving Reason for Outage (RFO). Any rebate request beyond this prescribed period shall be forfeited.
  - (5) The following outages are not subject to rebates:
    - i. Outages due to Customers fault, equipment failure (e.g., failure of Customer's UPS) and applications.
    - ii. Scheduled maintenance
    - iii. Inability of PLDT staff to gain access to the Customer's premises for the purpose of fault rectification.
    - iv. Incidents of Force Majeure and Fortuitous Events.
    - v. Travel time and accessibility of site, or
    - vi. Power failure in the Customer's site
- c. It is understood by the parties herein that such credit allowance shall be the sole and exclusive remedy of the Customer and shall be the sole and full extent of PLDT's liability under this Agreement in the event of Service interruption.

#### **14. Limitation of Liability**

In no event shall PLDT be liable for any loss of revenue, business opportunity or business advantage, loss of use, interruption of business, any indirect, incidental, special or consequential damages, even if PLDT has been advised of the possibility of such claims.

#### **15. Acceptable Use Policy for PLDT Data Services**



The use of the Service for any activity that is contrary to laws, morals, customs or public policy or which violates any ordinance, decree, order or regulation, or affects, interferes with or disrupt the use of the Service by other parties or the manner by which PLDT provides the Services or any other services shall be deemed inappropriate use and shall be considered as a violation of the acceptable use of the Service under these Terms and Conditions (the "Acceptable Use Policy")

#### **16. Violation of Acceptable Use Policy**

- a. PLDT will respond appropriately in the event that it becomes aware of any Unauthorized Use or use of the Service in violation of the Acceptable Use Policy. PLDT and its various affiliate and partners reserve the right to monitor bandwidth, usage and content from time to time to operate

the Service to identify violations of the Acceptable Use Policy, and/or to protect the network and PLDT users.

- b. PLDT shall advise customers of inappropriate behavior and take any necessary corrective action. However, if the Service is used in a way which PLDT, in its sole discretion, believes is violative of Acceptable Use Policy, PLDT may take any immediate responsive action it deems appropriate. Such actions include, but are not limited to, temporary or permanent removal of content and the immediate suspension or termination of all or any portion of the Service. PLDT shall not be liable for any such responsive actions and shall be without prejudice to any action available to PLDT under these Terms and Conditions, the law or in equity in order to recover any and all damage/s suffered by PLDT arising from the violation of the Acceptable Use Policy.
- c. PLDT reserves the right to investigate suspected violations of the Acceptable Use Policy including the gathering of information from the user or users involved and the complaining party, if any, and the examination of any information on PLDT's servers and network. During an investigation, PLDT may suspend the Service of the Customer and the Customer hereby authorizes PLDT to cooperate with (i) law investigation authorities in the investigation of suspected criminal violations, and (ii) system administrators of other internet service providers or other network or computing facilitates in order to enforce the Acceptable Use Policy. Such operation may include PLDT providing the username, IP address, or other identifying information about the Customer. Upon termination of an account, PLDT is authorized to delete any files, programs, data, e-mail messages associated with such account.

<p>Conforme: By:</p>  <p><b>SECRETARY IRENE M. ISAAC</b> Director General, TESDA 1</p>	<p>Signed in the presence of:</p>  <p><b>ERLINDO C. TAGNENG Jr./Relationship Manager</b></p>
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## ANNEX A

### Router/Switch/Customer Premises Equipment Acceptable Use Policy

**This Router/Switch/CPE Acceptable Use Policy specifies the actions allowed by Philippine Long Distance Telephone Company ("PLDT") to users of the PLDT Network. PLDT reserves the right to modify the Policy at any time, effective upon the Customer's receipt of the modified Policy.**

The following terms and conditions apply to all PLDT-provided Customer Premises Equipment (CPE) and routers:

1. Router/switch/CPE management includes the following services:
  - a. Re-configuration of settings
  - b. Troubleshooting and repair
2. The PLDT router/switch/CPE is provided for the sole purpose of connecting the Customer's network to PLDT's network. PLDT will provide initial and subsequent configurations as part of the agreement.
3. PLDT will provide either Static or dynamic Border Gateway Protocol (BGP) routing to the Customer's Local Area Network (LAN) upon Customer's request.
4. PLDT does not permit the connection of other provider's equipment or connections to any PLDT router/switch/CPE, managed or otherwise, and will not be responsible for configuring other provider's equipment. Should PLDT identify any unauthorized connection, PLDT shall have the right to disconnect such unauthorized connection without any liability to the Customer.
5. The PLDT router/switch/CPE is intended for the Customer's enterprise network only. It is provided for connectivity to Internet Protocol/Multi-Protocol Label Switching (IP/MPLS) or data networks and must be used as a customer edge device.
6. PLDT provides and manages only Wide Area Network (WAN) addresses and not LAN addresses. The addresses for the LAN segment are merely redistributed in the routing instance of the Customer.
7. PLDT's responsibility is up to the managed router/switch/CPE only. The Customer should have its own means of securing its LAN network. For the router, a shared access read only level 7 privilege is given to Customer technical group.
8. An acceptance test shall be conducted by between PLDT and the Customer after end-to-end testing of the installed service. Part of such acceptance test shall include procedures in accordance with the Service Level Agreement (SLA) between PLDT and the Customer.
9. To prevent any unauthorized person from tampering or accessing the Customer's router, a security seal will be applied on the console port and on the auxiliary port of such router. The seals shall be applied after the Customer has accepted the site.
10. Tampering with the security seal referred to in Item 9 above will void the router warranty. In the event of router malfunction with voided warranty, the Customer shall pay an amount equivalent to the remainder of the router contract before PLDT will replace the router.
11. The minimum lease period will be equivalent to the longest lease period for other PLDT Service components. The Customer shall pay pre-termination charges equivalent to the remaining contract price if the Customer wishes to downgrade the Service before the minimum contract term expires. There will be no pre-termination charges payable for upgrades to the existing Service which may involve changes to the existing Services or the installation of additional router components during the minimum contract term.
12. Additional features, service requirements and hardware components not included in the signed Proposal which will require operating system, hardware and or license upgrade shall be subject to additional charges.



## ANNEX B SERVICE LEVEL AGREEMENT

This Service Level Agreement is applicable to all domestic and international data services except DSL, IP-VPN via DSL and IP-VPN via wireless broadband.

### A. SERVICE PERFORMANCE

Service	Service Level Agreement
Availability	99.6%

1. The end-to-end Service Availability level indicated in above shall be determined in the following manner:

1.1 End-to-end Service Availability is calculated per circuit on a calendar month basis as follows:

$$\frac{(A-B)}{A} \times 100\%$$

Where: A = Total Hours for the Calendar Month  
B = Total Unavailable Hours for the same Calendar Month

Unavailable Hours shall be the sum of all hours in which the Data Service is not available for usage. This is calculated from the time when Customer reports a fault condition and releases the circuit to PLDT for failure analysis and testing action, to the time PLDT returns or attempts to return the circuit to the Customer in proper working condition.

The granting of Service Credits is contingent upon the Customer having opened a trouble ticket with PLDT Enterprise Service Management. The start of the problem occurrence will be considered to begin when the trouble ticket is opened with PLDT Enterprise Service Management for the purpose of Service Credits. The duration of the service outage period will be determined at the sole discretion of PLDT.

1.2 For purposes of calculating Unavailable Hours, the following faults/outages shall be excluded:

- a. Outages due to Customer's fault, equipment failure (e.g., failure of Customer's UPS) and applications.
- b. Scheduled maintenance
- c. Inability of PLDT staff to gain access to the Customer's premises for the purpose of fault rectification
- d. Incidents of Force Majeure and Fortuitous Events
- e. Travel time and accessibility of site
- f. Power failure in the Customer's site

1.3 Failure to Meet Service Level. PLDT shall, upon request of the Customer and after validation of PLDT, credit the Customer the amount corresponding to the period of interruption, provided that the period of interruption shall not be less than 175.2 minutes per month. The computation is as follows:

$$\text{Rebate for the Month} = \text{MRC} \times \frac{\text{Total downtime for the month (in hours)}}{730 \text{ Hrs}}$$

### B. ROLES AND RESPONSIBILITIES

#### CUSTOMER

1.1 Customer shall provide, at its own expense, suitable and adequate space at its office in TESDA COMPLEX, EAST SERVICE 0 TAGUIG, Metro Manila for the Data Circuit-Terminating Equipment (DCE) or modem to be installed thereat, and shall protect the same from natural elements, fire, and other hazards, and from access, handling and operation by unauthorized persons.

1.2 Customer agrees that all facilities and equipment installed by PLDT shall not be altered, nor shall any equipment or other devices that may hamper or otherwise impair the performance of I-Gate be attached without the prior written approval of PLDT. Customer recognizes the ownership by PLDT of the facilities and equipment installed by PLDT at Customer's premises.

1.3 Customer shall, at its own expense, provide the in-house wiring, supply the electric power and air-conditioning needed for the smooth and uninterrupted operation and good maintenance of the transmission equipment associated with the (I-Gate) transmission link installed at its office premises in TESDA COMPLEX, EAST SERVICE 0 TAGUIG, Metro Manila

1.4 Customer shall perform 1st level of maintenance of the equipment by identifying, analyzing, and correcting problems (when required) and immediately reporting to PLDT any operational problems or outages.

#### PLDT

PLDT shall be responsible for the provisioning, performance, support and maintenance of the I-Gate infrastructure installed at Customer's site. For all identified problems, PLDT shall be responsible for analyzing, correcting, documenting and closing trouble tickets.

2.1 PLDT Service Desk - Provide 24 hours a day, 7 days a week customer service.

#### 2.2 Incident Management

2.2.1 Conduct problem isolation and resolution and link restoration for all its communication services

2.2.1.1 Identify, analyze, correct and communicate status of problems.

2.2.1.2 Follow through until problem closure with Customer.

2.2.2 Comply with Customer policies on security and confidentiality during support work.



2.3 Reason for Outage (RFO) Summary - PLDT shall provide the Customer with a report stating the reason/s for an outage upon Customer's request.

#### Rebates

Rebates or service credits due to the Customer by reason of an outage, reported by the Customer as provided in the Terms and Conditions of the service, shall be computed by PLDT's Enterprise Service Assurance reports team based on the written request for rebate sent by the Customer as validated by PLDT. PLDT's response to Customer's request for rebate shall be relayed to the Relationship Manager assigned to the Customer.

Conforme:

Signed in the presence of:

<p>TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY by:  Secretary Irene M. Isaac Director General Date: 29 June 2016</p>	<p>PHILIPPINE LONG DISTANCE TELEPHONE COMPANY  Erlindo C. Tachang Jr Relationship Manager</p>
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**ANNEX B-1**

**CBG CUSTOMER ESCALATION LIST FOR DATA SERVICE RESTORATION**  
Key Contact Information List

Contact Person	Contact Number	E-mail
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**LEVEL 1**

177 Call Center	CSH Customer Service Helpdesk	177 opt.1 (Nation Wide, PLDT Landline) 1 800 1 888 5656 (Domestic toll-free for other PTCs)	<a href="mailto:icscbgsch@pldt.com.ph">icscbgsch@pldt.com.ph</a> <a href="mailto:corpust-a@pldt.com.ph">corpust-a@pldt.com.ph</a>
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**LEVEL 2**

Team Leader			
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**LEVEL 3**

Service Quality Manager			
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**LEVEL 4**

Division Head			
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**LEVEL 5**

Center Head	Gene S. De Guzman	Office 5358205 Mobile 09189054341	<a href="mailto:gsdeguzman@pldt.com.ph">gsdeguzman@pldt.com.ph</a>
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**Notes:**

1. For trouble reporting, customer should provide the following:
  - PL Number / Circuit Code
  - Contact Person
  - Contact Number (for both terminating end, points A and B)
  - Service Type
  - Address (for both terminating end, points A and B) - optional
  - Nature of complaint
2. PLDT Corporate Customer Service Support shall provide the corresponding Fault Ticket Number for the complaint.
3. For follow-up, customer shall provide PLDT CCSM with any of the following information:
  - Fault Ticket Number
  - PL Number / Circuit Code
4. In case of escalation via email, the following reference information is needed:
  - Fault Ticket Number
  - PL Number/Circuit Code
  - Date and Time complaint was reported
  - Nature of complaint
5. It is recommended that escalation be confirmed thru e-mail for documentation purposes. SMS should be confirmed and acknowledged by receiving party.
6. PLDT CCSM must provide substantial update to the customer and RM initially within 45 minutes, every hour thereafter.
7. Escalation to next level shall be done if no regular hourly feedback is given.

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_ ) S.S.  
**MANILA**

BEFORE ME, a Notary Public for and in the Province/City of **MANILA** this  
\_\_\_\_\_ 2016 personally came and appeared:  
**JUL 01 2016**

NAME	VALID ID NO.	ISSUED BY
IRENE M. ISAAC	ID No.1998-1570	TESDA
ERLINDO C. TACNENG, JR.		

Known to me and to known to be the same persons who executed the foregoing instrument which they acknowledge before me as their free and voluntary act and deed.

WITNESS MY HAND AND SEAL this **JUL 01 2016** day of \_\_\_\_\_ 2016 at  
**MANILA**

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Series of 2016

**ATY. AGUSTIN W. CABREDO**  
Notary Public for Manila  
Notarial Commission No. 2015-030  
Until December 31, 2016  
Rm. 404, First United Bldg. Co.  
Escalita, Manila  
RCH No. 26047  
STR No. 4383571 / 1-4-16 / Manila  
ICP Lifetime Member 05087  
No. V 0003138 - 07-26-2015