

REPUBLIC OF THE PHILIPPINES
MINDORO STATE COLLEGE OF AGRICULTURE AND TECHNOLOGY
Alcate, Victoria, Oriental Mindoro

CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Service, made and entered into this 19th day of February 2021 at Alcate, Victoria, Oriental Mindoro, Philippines by and between:

The **Mindoro State College of Agriculture and Technology (MinSCAT)**, a government educational institution of higher learning, with principal address at Alcate, Victoria, Oriental Mindoro, represented by the College President, **LEVY B. ARAGO, JR., Ph.D.**, College President, hereinafter referred to as the 'First Party'

-and-

CLOUDWORX INC., an IT-related services provider existing under the laws of the Republic of the Philippines, with address at **111 TOMAS MORATO AVE., BRGY. OBRERO, QUEZON CITY** and represented by its president, **ROBERTO A. DELURIA**, hereinafter referred to as "Second Party", agree among themselves that:

1. There is a need for the services of the Second party for hosting the website of the First Party;
2. Second Party shall provide the self-managed virtual private server for hosting the First Party website;
3. The service shall be reserved and used exclusively for the First Party website. The use of the service shall be restricted for website concerning and related to the business and other lawful business activities of the First Party, and the service shall not be used other than to which it is intended;
4. Second Party shall provide one (1) virtual private server with the following specifications: 8 Core/16 Thread Intel Xeon-E5 CPU Processor, 32GB RAM, 2TBx4TB SATA3 WITH RAID-1 Disk Space, Unmetered Monthly Bandwidth, Linux OS, data centre level DDOS protection, cPanel for backend management (license included), 3-5 Dedicated IPv4 IPs, RAID-1 Configuration, Unlimited Databases, Fully Redundant Network, High Volume-capable DNS Server, 24/7 availability, 99% uptime guarantee.
 - a. This is a self-managed dedicated server service. Second Party shall provide support that is limited to: Ping/Server Uptime Monitoring, Email Notifications for server status, Phone and Email Support, Server Updates (OS, cPanel and Kernel updates), 4-hour hardware replacement if necessary. Provided that, should there be any other technical problem with the server's operation, Second Party shall make the necessary repairs with additional payment of PHP 1,500/man-hour from First Party.
 - b. Provided further that, special actions that maybe requested to be performed in the server such as change of IP addresses and name servers, hardware upgrades, and movement of files from one server to another require additional fees of PHP 1,500/man-hour from First Party.
 - c. Provided finally that, the Second Party is neither liable nor responsible to any content that the First Party will display or upload to the website and the use of Second Party server services to infringe upon any copyright or trademark is prohibited.
3. For the provision of the service, First Party shall pay Second Party Two Hundred Fifty-four Thousand Two hundred forty pesos (PHP 254,240.00) per year. In the event of any change in charges including taxes as may be mandated by pertinent government authority of the Republic of the Philippines, Second Party reserves the right to unilaterally implement corresponding billing adjustment with prior notice;

Levy B. Arago, Jr.

4. First Party agrees to abide by such adjustment of the approved rates as of the mandated date of effectivity; provided that there is an appropriate advice thereof. Provided further, that the rates herein agreed shall be reviewed by the parties annually.
5. This contract of service shall take effect on January 1, 2021 and shall continue to be in effect for a period of one (1) year. As such, a party receives a written notice of termination:
 - a. From Second Party if it becomes impossible due to reasons beyond the control of Second Party to maintain the service without serious impairment to its ability or capacity to render service to First Party.
 - b. From the aggrieved party, if a breach of this contract has been committed by the other party at fault is accepted by the aggrieved party; in such event, both parties will act in good faith and shall attempt to resolve their dispute.
6. Termination shall not prejudice Second Party right to collect any accrued and unpaid charges, nor the right of First Party to receive any unused portion of its payments. Further, on the date of effectivity of the termination, Second Party shall have the right to discontinue the service.

In witness hereof, the parties hereto, through their duly authorized representatives, have signed this contract of service this MAR 02 day of 2021, 2021.

CLOUDWORX INC.

Represented by:

ROBERTO A. DELURIA
President / CEO

**MINDORO STATE COLLEGE OF
AGRICULTURE AND TECHNOLOGY**

LEVY B. ARAGO, JR.
SUC President III

WITNESSES:

PAMELA C. DELURIA
Head, Business Development

JOELENE C. LEYNES
VP for Administration and Finance

ACKNOWLEDGEMENT

Republic of the Philippines)
Province of **QUEZON CITY**) S.S.
)

Before me, this **MAR 02 2021** day of _____, 2021, personally appeared:

Name	ID Presented	Date/Place Issued
DR. LEVY B. ARAGO JR.	PRC # 0002549	August 11, 2017
MR. ROBERTO A. DELURIA		

who executed the foregoing instrument consisting of three (3) pages signed on every page thereof, including this page on which this acknowledgement is written and acknowledged the same to be their own free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand, the day, the year, and the place above written.

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ATTY. JOSE FLORO CRISOLOGO
Notary Public
Until December 31, 2021
PTR No. 0694703-D-01-04-2021, Q.C.
BP Lifetime No. LRN-03688/05-2004
MCLE No. VI-0017262 4-14-2022
Adm. Matter No. NP-023(2020-2021)
Roll No. 49462
No. 5 Gen. De Jesus St., Heroes Hills, Q.C.

John C. Lopez
John C. Lopez