

## STANDARD TERMS & CONDITIONS INTERNET ACCESS SERVICE

Please read the following Terms & Conditions carefully. If you have any questions, feel free to contact [sales@prodatanet.com.ph](mailto:sales@prodatanet.com.ph) or your sales agent \_\_\_\_\_ at \_\_\_\_\_

### 1. REFERENCES

All references to service is for "Internet Access Service" only unless otherwise specified. The "Company" shall at all times refer to Prodatanet, Inc.

### 2. INTERNET ACCESS SERVICE

The Company undertakes to provide \_\_\_\_\_ hereafter referred to as "Customer" with \_\_\_\_\_ MBPS internet access service for a term of twelve (12) months beginning on the "Service Acceptance Date" \_\_\_\_\_ hereafter referred to as the Initial Term.

### 3. CONTENTS/ENTIRE AGREEMENT

This Agreement, the terms and conditions enumerated herein as well as any subsequent appendices and addenda, if any, incorporated by reference to its Agreement (including the Internet Service Specifications) to which the parties mutually agree in writing, represents the entire agreement between the parties with respect to the Internet Access Service, and that any and all previous agreement or contracts entered into by them, which are consisted herewith, are hereby superseded.

### 4. DUE EXECUTION & TURNOVER

The Company is not bound to perform the Service until a duly authorized official of Customer and the Company sign this Agreement. Turnover to Customer shall be acknowledged following the transmittal of the first ping of the installed Internet Access Service. Billing will commence from this date.

### 5. PAYMENT

- **Installation:** The Company requires the One-Time Configuration Fee, two (2) months Deposit and a Lease Contract approved prior to installation. The deposit will be fully refunded to Customer and this Agreement canceled without further obligations by either party if the service cannot be installed within 30 days.
- **Billing:** The Company shall provide Customer with a monthly billing statement ("BS") by email to Customer's email account, corresponding to the Company's monthly billing schedule. Customer must pay the entire amount indicated in the BS by the specified due date.
- **Payment due:** On initiation of the Service, Customer will pay for the Service (1) from the date Service commenced (the first ping) to the first day of the next month, (2) the first full month's service. Thereafter the billing charges will be billed monthly, corresponding to the Company's billing schedule. Payment can be made via check submitted to Prodatanet, Inc's office or directly to the Company's bank account. Accounts are considered active until canceled by Customer.

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## **6. TERMINATION OF CONTRACT**

Customer is required to provide a written notice of termination thirty (30) days prior to the effective date of disconnection. Customer shall be liable to pay the monthly recurring charges for the remainder of the Contract regardless of usage if termination date is before the end of the contract's expiration. Moreover, in all instance of termination, Customer is obliged to return to Prodatanet, Inc. the Company Equipment. If Customer fails to return the Company Equipment, it shall be billed the acquisition cost of the Equipment and/or CPE, which shall be in addition to any Termination Charge, if the latter Charge is applicable.

## **7. LATE PENALTY CHARGE**

It is the obligation of Customer to promptly pay their bills either at Prodatanet's Office or Prodatanet's bank account on or before the prescribed due date; thereafter, a Finance Charge (2% per month) shall be incurred on the past due account. Prodatanet, Inc. reserves the right to terminate the contract or discontinue service if Customer fails to settle the monthly charges or any charges indicated in the BS. It is understood that the Deposit shall not earn interest and shall remain intact for the duration of this Agreement. The Deposit shall secure Prodatanet, Inc. against any outstanding obligations, which Customer may have at the expiry of this Agreement. If Customer has no outstanding obligation at the expiration of this Agreement, the Deposit shall be refunded to Customer.

## **8. RECONNECTION & RELOCATION CHARGE**

If Internet Access Service is disconnected due to Customer failure to pay Monthly Recurring Charge, Prodatanet, Inc. will charge a Reconnection Fee for the resumption of service. The fee will depend if the Company needs to reinstall repossessed Company Equipment, which will require charging a One-Time Installation Fee on top of the Reconnection Fee. Prodatanet, Inc. also reserves the right to implement a Relocation Fee if Customer relocates Equipment for Internet Access Service to another location, even if the location is within the same building.

## **9. STATEMENT OF ACCOUNTS**

Customer agrees to submit within fifteen (15 days) from receipt of the BS, all complaints, exceptions, and/or queries thereon; otherwise, it shall be deemed to have irrevocably confirmed its accountability and to have waived any exception or question thereon.

## **10. COMMITTED INFORMATION RATE**

The Service offers premium Internet access direct to the global Internet, ensuring optimal throughout and full port delivery. The Service will provide guaranteed dedicated bandwidth from Prodatanet, Inc.'s Internet network to the global Internet. The Committed Information Rate (CIR) is the guaranteed bandwidth which the Customer shall have ninety nine and a half percent (99.5%) of the time for the duration of the use of the Service under the terms of this agreement.

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## **11. PROVISION & USE OF SERVICE & EQUIPMENT**

Title to any Prodatanet, Inc. furnished equipment in the Customer's premises shall at all times remain with Prodatanet, Inc. or its designee(s). Customer shall not permit any liens or encumbrances to be placed upon the Equipment, Prodatanet, Inc. shall have the right to take all actions necessary to protect its ownership of, and other interest in, the Equipment. In this regard, the Customer hereby recognizes the right of Prodatanet, Inc. to recover possession of the Equipment in the actual and constructive possession of the Customer.

Customer shall comply with all Prodatanet, Inc. and applicable Internet rules and regulations concerning the use of the Service, the Equipment and the Internet, as such rules and regulations may charge from time to time.

Customer shall only use the Service in full compliance with all applicable Philippine laws.

## **12. REPRESENTATION AND WARRANTIES OF THE CUSTOMER**

The Customer shall not represent to any third party that the Company has made any warranty or representation of any kind with respect to the service, the Equipment, or the Internet.

## **13. THE CUSTOMER'S RESPONSIBILITY**

While the Company provides certain security features, the Customer shall be solely responsible for its computer network, and any data stored on the Customer's network that may be accessed through the Service.

Customer renders the Company free and harmless from any and all liabilities relating to, and risk associated with, the unauthorized access by a third party via the Service to the Customer's computer network.

The Customer is responsible for:

- Providing sufficient space to install the Equipment on its buildings, towers or structures (the Facilities)
  - Procuring and maintaining, at its sole cost and expense, Customer Equipment, which is technically compatible with the service and Prodatanet, Inc's network
  - Providing the necessary technical information on its network and ensure Customer premises' wiring and Equipment are ready to facilitate installation
  - Creating their own back-up copy of any important or critical information that they may have stored on their system or their company server
  - Establishing, protecting, modifying and maintaining their name and password
  - Ensuring battery back-up is available for radios, routers etc during power outages at the Customer's office; otherwise the Internet connection will not be available during a power outage at the Customer's office location
  - Ensuring the Equipment is disconnected or suitably protected during lightning strikes or power surges.
- Customer is liable for any damage to Prodatanet, Inc's Equipment resulting from Customer's failure to protect the Equipment in a prudent manner
- Providing adequate virus and spyware protection to secure and protect Customer's network

## **14. ILLEGAL OR INAPPROPRIATE USE OF THE SERVICE**

- Any Internet activity on Customer's account, which references back to the Company or its services in a damaging manner will result in the suspension or termination of the account(s). Internet activity using or referencing to the Company or an account provided by the Company will result in immediate termination, possible prosecution, and assessment of legal fees accrued.

- Customer is responsible for the content of all messages sent from their account, whether sent as mail, electronic postings or voice messages.
- Customer shall not use their account to create or distribute any images, sounds, messages or other material, which are or maybe considered in law to be obscene, pornographic, harassing, racist, malicious, fraudulent or libelous, nor use the account for any activity that may be considered unethical, immoral, illegal or against the public interest.
- Customer and its users shall not intentionally seek information about, browse for, obtain copies of or modify files, passwords, tapes or any electronically or digitally stored information belonging to other individuals, businesses or corporations, no matter where they are stored, unless specifically authorized to do so by the owners of or persons having control over such information.
- Customer shall not attempt to decrypt any encrypted material unless authorized to do so.
- Customer shall not use their account to send out any bulk and or email, commercial messages or otherwise. Spamming is strictly prohibited. Any violation of this policy may result in the immediate termination of the account, at the sole discretion of the Company.

## 15. COMMON USE POLICY

Customer agrees that the Company's Personnel and its sub-contractors will be allowed at their sole discretion to install, upgrade, repair and maintain the radio transmission equipment (the Equipment) to (1) provide service to the Customer and (2) operate the network for the benefit of, and to provide services to, all Customers. The Customer specifically agrees to:

- Allow the Company to access all outdoor Equipment at all times
- Where applicable, allow the Company's Personnel to access the interior of the Facilities during regular hours of operation for the purposes of maintaining the Equipment, its power and network connections.
- Provide reasonable care and protection of the Company's Equipment as a good father to a family
- Ensure there is no tampering, altering, modifying or concealing any identifying plates, tags or labels identifying the Company's ownership of the Equipment, its installation and configurations
- Customer shall not adjust, align, repair, attempt to repair, relocate or remove the Company's Equipment in Customer premises, except as expressly authorized in writing by the Company
- Customer agrees to to allow Prodatanet, Inc. or any of its agents or any authorized representatives reasonable access to the Customer's premises whenever necessary for the purpose of maintenance, upgrading and repossessing of the Company's Equipment as the purpose of such access may demand
- Customer agrees Prodatanet, Inc. has no obligation to install, maintain or repair any non Prodatanet, Inc equipment, including Customer Equipment used for the Internet Access Service

## 16. NON-ASSIGNABILITY

Customer may not assign or transfer this agreement of any rights or obligations hereunder without the prior written consent of Prodatanet, Inc., an assignment shall be deemed to include any change in the ownership and/or control of Customer.

Customer may not, under any circumstance, resell or redistribute the Internet Service to any party or permit any third party to use the Service or the Equipment. A violation of this term will result in the immediate termination of the Customer's account. Hospitality service providers such as hotels, resorts, clubs and marinas and

hospitals, educational institutions may provide temporary Internet access to their on-premises paying customers, guests, patients and students, subject to the overall limitations of the overall plan subscribed to.

## **17. REMEDIES & PENALTIES**

The Company's actions in cases of breaches to the Agreement may include account suspension or termination. The Company will not issue credits for accounts canceled due to the Customer breaching the terms of the agreement. The Company reserves the right to refuse service to anyone at anytime for any reason. In addition to any other fees and penalties that maybe incurred by the Company as a result of the Customer's violation of this agreement, the Customer shall be held liable for any and all costs incurred by the Company resulting from the Customer's violation of this agreement. This includes but is not limited to legal fees and other penalties to resolve the Customer's violations with the relevant authorities.

## **18. SERVICE LEVEL AGREEMENT**

The Provision of the Service is pursuant to a Service Level Agreement (SLA) that defines performance metrics. In the event that SLA performance levels are not met, reporting methods and corresponding compensation are set forth below.

## **19. SERVICE AVAILABILITY**

Prodatanet, Inc. shall endeavor to deliver and maintain the Service with ninety nine and a half percent (99.5%) Internet access availability from Prodatanet, Inc. to the global Internet.

Service Availability Warning: The Company does not guarantee uninterrupted service. The availability of the Internet service will be subject to power outages and other conditions affecting Internet use that may include but are not limited to acts of God, acts of civil or military authorities, acts of public enemy, war or threats of war, incidents, fires, explosion, earthquakes, floods, unusually severe weather, epidemics or due to any other causes beyond its reasonable control, which are outside the control of the Company.

By accepting this Agreement, Customer will be deemed to have signified agreement to this qualification of service to the use of VoIP telephones, security systems, health monitoring systems or other systems requiring permanent, always-on connections.

Customer hereby releases the Company from all claims it may have against the Company in the future arising from damage or loss suffered by Customer as a result of interruption of service due to conditions beyond the control of the Company.

## **20. CUSTOMER SERVICE CENTER**

Prodatanet, Inc. shall maintain a Customer Service Center (CSC) which shall operate twenty-four (24) hours a day (7) days a week to monitor and maintain the Service within the SLA performance levels specified in this Agreement. Prodatanet, Inc. shall use all reasonable measures to remedy the fault as soon as practicable in consonance with the SLA performance level herein specified.

Prodatanet, Inc. shall endeavor to make available, when necessary by reason of the nature of the fault, on-site technical assistance/support within eight (8) hours from the time ticket on the problem shall have been issued. Availability of the on-site technical assistance/support shall be subject to the sole discretion of Prodatanet, Inc. The obligation of Prodatanet, Inc. to restore the Service shall be limited only to the Company Equipment.

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## **21. SERVICE INTERRUPTIONS AND REBATES**

Customer shall immediately notify Prodatanet, Inc. through the Company's CSC, of all the faults associated with the avilment /operation of the Service for proper logging, issuance of trouble ticket number, and repair/restoration procedure. In the event of all fault, Prodatanet, Inc. shall use all reasonable measures to remedy the fault as soon as practicable.

## **22. SCHEDULED MAINTENANCE WORK**

However, in the event of scheduled maintenance works on Prodatanet, Inc.'s network or any other scheduled maintenance work to be undertaken by Prodatanet, Inc. which would affect the provision of the Service, Prodatanet, Inc. undertakes to provide the Customer a notice in writing at least five (5) days prior to the start of the scheduled maintenance work, which shall include:

- Time frame and duration of the works
- The nature of the work to be undertaken; and
- The customer and services to be affected thereby.

Customer undertakes to conform to such scheduled maintenance work unless the same would be severely detrimental to Customer's business operations. In such cases, Customer shall request for a rescheduling of the works and provide the Prodatanet, Inc. with suggested alternative dates for the maintenance works which shall in no case be more than thirty (30) days from the original scheduled date of the maintenance work as scheduled by Prodatanet, Inc. Provided, however, that in cases of emergency maintenance works to be undertaken by Prodatanet, Inc. or those works which need to done within twenty-four (24) hours from the occurrence of the cause thereof, Customer agrees that Prodatanet, Inc. may pursue the said emergency maintenance work upon notice to Customer.

## **23. FULL SERVICE INTERRUPTION**

Prodatanet, Inc. hereby agrees that in case of full service interruption due to either the failure of the Equipment or the fault or negligence of its personnel, the Company shall, upon the written notice by Customer and confirmation by Prodatanet, Inc. within five (5) business days of the actual basis thereof, grant a rebate equivalent to a portion of the charges computed on the basis of the schedule in the Srevice Level Agreement (SLA). Full service interruption refers to the period of outage resulting in total information transfer loss in excess of the allowable outage per month. Prodatanet, Inc. has (4) four hours allowable outage per month, equivalent to 99.5% network performance.

Any claim of Customer for adjustment or rebate(s) shall be made in writing thirty (30) days of every month, shall be included on the monthly billing of the same month, otherwise, allowable adjustments shall be reflected on the following month. Customer is required to make full payment on the current month.

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## 24. REPRESENTATION AND WARRANTIES OF PRODATANET, INC.

Prodatanet, Inc. does not warrant that the Service or the Equipment shall be uninterrupted or error-free nor shall the Company provide any security or privacy for any computer network or any data, or that the information available and/or accessed through the Internet shall be accurate, correct, appropriate for any parties' needs, free from viruses or other disabling codes, or that such information shall not infringe upon any propriety or other rights of others or that any domain name registration request, should there be any, submitted by Prodatanet, Inc. to the registration organization shall be approved by that organization.

The use of the Internet, and information available and/or accessed through the Internet, any domain name, and any security features provided with the Service shall be at Customer's sole risk. Other than the expressed warranties contained in this Agreement, Prodatanet, Inc. disclaims all warranties, either expressed or implied, including without limitation, warranties of merchantability or fitness for a particular purpose.

## 25. CONFIDENTIALITY AND NON-DISCLOSURE

The parties hereby agree to keep confidential all information disclosed by reason of the provision of the service and mutually undertake not to disclose to anybody any information without prior consent from the other party. However, Customer hereby allows Prodatanet, Inc. to disclose information about Customer and its use of the service if the same is required by reason of any investigation conducted by any governmental agency/agencies relative to Customer.

IN WITNESS WHEREOF, the parties hereto have signed these presents on the date and place first above-written.

NAME

COMPANY

**PRODATANET, INC.**

SIGNATURE

Signed in the presence of :

WITNESS

**Prodatanet**

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