


MICROGENESIS SOFTWARE, INC. DOING BUSINESS
UNDER THE NAME AND STYLE OF MICROGENESIS
BUSINESS SYSTEMS
(SERVICE PROVIDER)

BY:


MICHAEL C. DAYEGO
Senior Solution Sales Specialist

SIGNED IN THE PRESENCE OF:


NOEL YU
(SERVICE PROVIDER)

NATIONAL POWER CORPORATION
(NPC)

BY:


VIRGILIO S. DEYBA
Department Manager, ITSD
(NPC)


MA. ANNABEL P. VERSOZA
OIC - Office of the Vice President
Corporate Affairs Group

PROVIDER shall ensure that the terms and conditions of any sub-contract shall comply and conform with the terms and conditions of this Contract. The SERVICE PROVIDER shall be responsible for the observance by the sub-SERVICE PROVIDER of the terms and conditions of this Contract.

If any portion of the project sub-contracted is not performed faithfully in accordance with the contract, the sub-SERVICE PROVIDER shall be removed or replaced immediately upon the written request of NPC, provided, however, that any failure of NPC to make such request shall not relieve the SERVICE PROVIDER of its obligations under the contract. NPC shall not be responsible for the delays or costs incurred by the SERVICE PROVIDER because of the disapproval or removal of the sub-SERVICE PROVIDER, or because of the late submission of its approval.

ARTICLE IX
AGREEMENT MODIFICATION

No modification, alteration or waiver of any provision of this agreement shall be binding upon the Parties unless evidenced by a written amendment signed by the Parties.

ARTICLE X
SUSPENSION OF WORK

NPC may suspend the work wholly or partly by written order for a certain period of time, as it deems necessary due to force majeure or any fortuitous events as defined in the contract. The SERVICE PROVIDER shall take all reasonable steps to minimize the costs allocable to the work covered by such order during work stoppage.

Before the suspension order expires, the procuring entity concerned shall either lift such order or terminate the work covered by the same. If the suspension order is lifted, or if the period of the order expires, the SERVICE PROVIDER shall have the right to resume work. Appropriate adjustments shall be made in the delivery or contract schedule, or contract price, or both, and the contract shall be modified accordingly.

ARTICLE XI
PRE-TERMINATION

Notwithstanding any provision to the contrary, NPC has the right to terminate, cancel and/or rescind this contract motu proprio, without need of judicial action, in case of breach thereof by the SERVICE PROVIDER, by giving at least ten (10) day written notice, which shall be final and binding on all parties. Upon receipt of NPC's notice, the SERVICE PROVIDER cannot remove, withdraw or pull-out any equipment, machinery, tool, material and supply brought to the project site without the written approval of NPC.

Any misrepresentation made by the SERVICE PROVIDER in the submission of documents, or suppression of material facts, which if known could have disqualified the SERVICE PROVIDER gives NPC the immediate

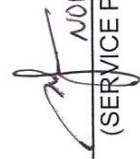
Contract between NPC and Microgenesis Software, Inc. Doing Business under the Name and Style of Microgenesis Business Systems
Two (2) Years License and Support Renewal of Existing Palo Alto Security Firewalls
Contract No. LOG MSSP 2023-08-063-MDC

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right or recourse to motu proprio, without need of judicial action, rescind, abrogate or otherwise terminate the Contract.

Within thirty (30) days after termination, cancellation or rescission of this Contract, the Parties shall settle their respective accountabilities as of the date of termination, cancellation, or rescission, including the refund of any and all advances made, plus legal interest from the date of receipt of the amount or amount advanced.

**ARTICLE XII
WARRANTY CLAUSE**

SERVICE PROVIDER hereby warrants that he or his representative has not offered or paid, directly or indirectly, any government officer and NPC official or employee any consideration or commission for the Contract nor has he or his representative exerted or utilized any corrupt or unlawful influence to secure or solicit this Contract for any consideration or commission; that the SERVICE PROVIDER will not subcontract any portion or portions of the scope of work of the Contract awarded to him to any official or employee of the NPC and to the relatives within the 3rd degree of consanguinity or affinity of NPC's officials who are directly and indirectly involved in Contract awards or project execution; and that if any commission is being paid to a private person; he shall disclose the name of said person and the amount being paid; and that any violation of this Warranty shall constitute sufficient ground for the rescission or cancellation of this Contract; or the reduction from the Contract Price of the consideration or commission paid without prejudice to the filing of any action for the violation of RA No. 3019 as amended (otherwise known as the Anti-Graft and Corrupt Practices Act) and/or other applicable laws against the SERVICE PROVIDER and/or his representative and/or the erring NPC official(s) and employee(s).

**ARTICLE XIII
JOINT AND SEVERAL LIABILITY**

The liability of the SERVICE PROVIDER and/or any and all of the entities representing it on any manner under this Contract or relating to thereto is joint and several and for this reason NPC may proceed against any or all of them.

**ARTICLE XIV
VALIDITY CLAUSE**

If any term or condition of this Contract is held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby.

**ARTICLE XV
EFFECTIVITY**

This Contract shall become effective upon receipt of the Notice to Proceed.

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ARTICLE XVI
VENUE OF ACTION

The parties hereto agree that the venue of action for any cause or causes of action which may arise in connection with this Contract, after failure to settle the same amicably, shall be exclusively in the proper courts of Quezon City.

IN WITNESS WHEREOF, the parties hereto have signed this Contract this 8th day of September, 2023 at Quezon City, Philippines.

NATIONAL POWER CORPORATION
(NPC)

MICROGENESIS SOFTWARE, INC.
DOING BUSINESS UNDER THE
NAME AND STYLE OF
MICROGENESIS BUSINESS SYSTEMS
(SERVICE PROVIDER)

BY:



MA. ANNABEL P. VERSOZA
OIC - Office of the Vice President
Corporate Affairs Group

BY:



MISHAEL C. DAYEGO
Senior Solution Sales Specialist

SIGNED IN THE PRESENCE OF:



VIRGILIO S. LEYBA
Department Manager, ITSD
(NPC)



NOEL YU
(SERVICE PROVIDER)

FUNDS AVAILABLE



LORLINA E. BOMEDIANO
Sr. Department Manager, Finance

CERTIFIED FUNDS AVAILABLE	
PERIOD	Aug. to Dec. 2023
JOB ORDER	02 113
COST CENTER	201300
AMOUNT	P 2,375,000.00

omit (1) P 475,000.00
non-omit (6) P 1,900,000.00

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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of SEP 08 2023, 2023, personally appeared **MS. MA. ANNABEL P. VERSOZA**, OIC, OVP-CAG, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. APW1300246, known to me and to me known to be the same person who executed the foregoing instrument consisting of ten (10) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and she acknowledged before me that the same is her free and voluntary act and deed and that of the Company she represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Notary Public
Until December 31, 2023
IBP Lifetime No.: _____
PTR No.: _____

Doc. No. 161 ;
Page No. 34 ;
Book No. 2 ;
Series of 2023.

ATTY. ROBERTO M. DE GUZMAN, JR.
Notary Public for Quezon City
Commission No. NP-339(2023-2024)
Commission Expires on 31 December 2024
Roll No. 44291
IBP No. 307796; 01/31/2023; Tarlac
PTR No. 4028415; 01/03/2023; Quezon City
MCLE No. VII-0016459; 4/27/2022; Pasig City
4th Floor NPC Office Building
Quezon Ave. cor. BIR Road
Diliman, Quezon City

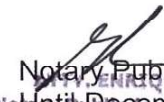
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REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this 25 AUG 2023 of _____, 2023, personally appeared **MS. MISHAEL C. DAYEGO**, Senior Solution Sales Specialist, **MICROGENESIS SOFTWARE, INC. DOING BUSINESS UNDER THE NAME AND STYLE OF MICROGENESIS BUSINESS SYSTEMS**, with Identification Document in the form of UMID CRN-0033-9353798-6, issued by SSS at QUEZON CITY, on APRIL 2016, known to me and to me known to be the same person who executed the foregoing instrument consisting of ten (10) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and she acknowledged before me that the same is her free and voluntary act and deed and that of the Company she represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.


Notary Public
HENRIQUE S. MADARANG
Notary Public for and in "QUEZON CITY"
APPT. TO: 0518-22: UNTIL DEC. 31, 2023
IBP Lifetime No. _____
PTR No. _____
PTR No.: 5167548/01-03-2023/MAND.CITY
IBP Lifetime Member No. 00734/Q.C.
MCLE Compliance No. VII-0021993/Until 04-14-23
SUITES 1008-1010 PARAGON PLAZA BLDG.
EDSA COR. RELIANCE ST. MAND. CITY

Doc. No.: 336
Page No.: 69
Book No.: II
Series of 2023.

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