

**THREE (3) YEAR MAINTENANCE OF ORACLE T8 SERVER
SUPPORT SERVICES AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS:

This Three (3) Year Maintenance of Oracle T8 Server Support Services Agreement (the "Agreement"), entered into by and between:

SOCIAL SECURITY SYSTEM, a government-owned and -controlled corporation created pursuant to Republic Act No. 11199, with principal office address at SSS Building, East Avenue, Diliman, Quezon City, represented herein by its Approving Authority and Senior Vice President for Member Services and Support Group, **NORMITA M. DOCTOR**, and Vice President for Program Services Division and Concurrent Acting Head for Information Technology Management Group, **ALAN GENE O. PADILLA**, duly authorized pursuant to Administrative Order No. 2022-089 dated 16 November 2022 (Annex "A") and Office Order No. 2022-026-b dated 16 December 2022 (Annex "B"), hereinafter referred to as the "**SSS**";

-and-

ORACLE (PHILIPPINES) CORPORATION, a corporation duly created and existing pursuant to the laws of the Republic of the Philippines, with principal office address at 33/F Zuellig Building, Makati Avenue corner Paseo De Roxas, Makati City, 1225 Philippines, represented herein by its Field Support Director, **MARIO A. OJEDA**, duly authorized pursuant to a Secretary's Certificate dated 28 March 2022 (Annex "C"), hereinafter referred to as the "**ORACLE**".

WITNESSETH:

WHEREAS, the **SSS** uses **ORACLE** Hardware and Software Products in the use of its T8 Servers (Hardware Products);

WHEREAS, there is a need for **ORACLE** to provide support services to the aforesaid (Hardware Products) to prevent and correct any failure in the use of the T8 Server (the "Support Services");

WHEREAS, **ORACLE** has represented and warranted itself to be duly licensed, experienced and qualified to undertake such Support Services, as it has the necessary financial, technical and personnel capabilities to accomplish the same;

WHEREAS, **ORACLE** is the exclusive and authorized Philippine distributor of Oracle Hardware and Software and does not have sub-dealers selling at lower prices and for which no suitable substitute can be obtained at more advantageous terms to the **SSS**, thus, there is a need for **SSS** to resort to Direct Contracting as an alternative method of procurement;

WHEREAS, **ORACLE**'s Board of Directors has authorized **MARIO O. OJEDA**, Field Support Director, to enter into and sign this Agreement for and on behalf of **ORACLE** per Secretary's Certificate dated 28 March 2022 (Annex "C");

WHEREAS, on the basis of the above-mentioned representation by **ORACLE** and after a Direct Contracting Method of Procurement duly conducted in accordance with Republic Act (RA) No. 9184 (Government Procurement Reform Act) and its 2016 Revised Implementing Rules and Regulations (RIRR), the **SSS** Bids and Awards Committee (BAC) I per its Resolution No. 2022-I-079-9 dated 01 December 2022 recommended the approval of the award of the procurement of Support Services in favor of **ORACLE**;

WHEREAS, on 07 December 2022, the Approving Authority has approved the recommendation of BAC I, in its Resolution No. 2022-I-079-9, as contained in its Memorandum dated 02 December 2022, for the award of the Three (3) Year Maintenance of Oracle T8 Server, in favor of **ORACLE**;

[Handwritten signatures in blue ink on the left margin, including names like Jellin, M, F, B, and others.]

WHEREAS, a Notice of Award dated 07 December 2022 was issued in favor of **ORACLE** for the Support Services of Three (3) Year Maintenance of Oracle T8 Server;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

ARTICLE I
THE COVERED HARDWARE AND RELATED SOFTWARE PRODUCTS

ORACLE shall provide **SSS** with support services to all of the latter's hardware and software products covered by the following:

NO.	Item Name	Serial Number	QTY
1	SPARC T8-4 server: model family	1808NN823N	1
2	SPARC S7-2 server: model family	1809NNT4U5	1
3	Oracle ZFS Storage ZS5-2: model family	1809NMB00Y	1
4	Oracle ZFS Storage ZS5-2: model family	1809NMB010	1
5	Oracle Storage Drive Enclosure DE3-24P: model family	1809NMS01P	1
6	Oracle Storage Drive Enclosure DE3-24P: model family	1809NMS01R	1
7	Oracle Server X7-2: model family	1809XC30CM	1
8	Brocade 300-24-PORT FC 8G SFP	ALJ4010P06X	1
9	Oracle Switch ES2-64: model family	AK00423203	1

Line Number	Item Name	CSI Number	Quantity	Serial Number
1	Oracle ZFS Storage Appliance Replication - Integrated Software Option - per Management Controller Metric	21695614	2	
2	1-phase high voltage 22 kVA PDU	21695614	2	
3	Rack Clip Nut/Screw Kit, Qty 32	21695614	1	
4	One 600 GB 10000 rpm 2.5-inch SAS-3 HDD with marlin bracket	21695614	4	
6	Oracle Rack Cabinet 1242	21695614	1	
5	ASSY, CABINET 42U-1200 (600), STD RETMA W/DOORS	21695614	1	
7	Brocade rack rail kit, supports 16.90 inches switches	21695614	1	
Line Number	Item Name	CSI Number	Quantity	Serial Number
20	SPARC T8-4 server: model family	21695614	1	
22	SPARC T8-4 server: model family	21695614	1	1808NN823N
13	Sun Storage Dual 16 Gb Fibre Channel PCIe Universal HBA, Qlogic (for factory installation)	21695614	2	
11	Sun Quad Port GbE PCIe 2.0 Low Profile Adapter, UTP (for factory installation)	21695614	1	
14	Oracle Quad Port 10GBase-T Adapter (for factory installation)	21695614	2	
18	Processor module filler panel (for factory installation)	21695614	1	

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10	One 600 GB 10000 rpm 2.5-inch SAS-3 HDD with marlin bracket (for factory installation)	21695614	8	
12	2 Sun Storage 16 Gb FC short wave optics, Qlogic (for factory installation)	21695614	2	
15	SPARC T8-4 server: base (for factory installation)	21695614	1	
16	One 32 GB DDR4-2400 registered DIMM (for factory installation)	21695614	32	
17	Power cord: global jumper, straight plug-connector, 2.5 meters, IEC60320-2-2 sheet I (C20) plug, IEC60320-C19 connector, 20 A (for factory installation)	21695614	4	
19	SPARC T8-4 server: processor module with 2 SPARC M8 32-core 5.0 GHz processors (for factory installation)	21695614	1	
9	SPARC S7-2 server: model family	21695614	1	
21	SPARC S7-2 server: model family	21695614	1	1809NNT 4U5
6	One 600 GB 10000 rpm 2.5-inch SAS-3 HDD with marlin bracket (for factory installation)	21695614	6	
2	Power cord: Sun Rack jumper, straight, 3 meters, C14 plug, C13 connector, 15A (for factory installation)	21695614	2	
5	Oracle Storage 12 Gb SAS PCIe HBA, internal (for factory installation)	21695614	1	
3	SPARC S7-2 server: base with 2 SPARC S7 8-core 4.27 GHz processors (for factory installation)	21695614	1	
1	Sun Dual Port 10GBase-T Adapter (for factory installation)	21695614	2	
4	2 Sun Storage 16 Gb FC short wave optics, Qlogic (for factory installation)	21695614	1	
8	One 16 GB DDR4-2400 DIMM (for factory installation)	21695614	16	
7	Sun Storage Dual 16 Gb Fibre Channel PCIe Universal HBA, Qlogic (for factory installation)	21695614	1	
Line Number	Item Name	CSI Number	Quantity	Serial Number
36	Sun Dual 10 GbE SFP+ PCIe Low Profile Adapter	21695614	4	
35	FC optical cable: 25 meters, LC-LC	21695614	4	
34	Dual rate transceiver: SFP+ SR. Support 1 Gb/sec and 10 Gb/sec dual rate	21695614	8	
33	Sun Dual Port 10GBase-T Adapter	21695614	2	
32	FC optical cable: 15 meters, LC-LC	21695614	12	
31	Oracle ZFS Storage Appliance Replication - Integrated Software Option - per Management Controller Metric	21695614	2	
30	Oracle ZFS Storage ZS5-2: model family	21695614	1	
37	Oracle ZFS Storage ZS5-2: model family	21695614	1	1809NMB 00Y
24	Power cord: Sun Rack jumper, straight, 3 meters, C14 plug, C13 connector, 15A (for factory installation)	21695614	2	
23	Cable: 3 meters, mini SAS HD to mini SAS HD (for factory installation)	21695614	4	

25	One 16 GB DDR4-2133 DIMM (for factory installation)	21695614	24	
27	2 Sun Storage 16 Gb FC short wave optics, Qlogic (for factory installation)	21695614	2	
28	Oracle ZFS Storage ZS5-2: controller	21695614	1	
29	ZS5-2 ASSY, SAS3	21695614	1	
22	Sun Dual Port 10GBase-T Adapter (for factory installation)	21695614	1	
26	Sun Storage Dual 16 Gb Fibre Channel PCIe Universal HBA, Qlogic (for factory installation)	21695614	2	
21	Oracle ZFS Storage ZS5-2: model family	21695614	1	
40	Oracle ZFS Storage ZS5-2: model family	21695614	1	1809NMB 010
16	Oracle ZFS Storage ZS5-2: controller	21695614	1	
17	ZS5-2 ASSY, SAS3	21695614	1	
19	Sun Dual Port 10GBase-T Adapter (for factory installation)	21695614	1	
18	Power cord: Sun Rack jumper, straight, 3 meters, C14 plug, C13 connector, 15A (for factory installation)	21695614	2	
20	Sun Storage Dual 16 Gb Fibre Channel PCIe Universal HBA, Qlogic (for factory installation)	21695614	2	
14	One 16 GB DDR4-2133 DIMM (for factory installation)	21695614	24	
15	2 Sun Storage 16 Gb FC short wave optics, Qlogic (for factory installation)	21695614	2	
13	Cable: 3 meters, mini SAS HD to mini SAS HD (for factory installation)	21695614	4	
11	Oracle Storage Drive Enclosure DE3-24P: model family	21695614	1	
38	Oracle Storage Drive Enclosure DE3-24P: model family	21695614	1	1809NMS 01P
5	Power cord: Sun Rack jumper, straight, 3 meters, C14 plug, C13 connector, 15A (for factory installation)	21695614	2	
1	Oracle Storage Drive Enclosure DE3-24P: base chassis (for factory installation)	21695614	1	
7	Cable: 1 meter, mini SAS HD to mini SAS HD (for factory installation)	21695614	2	
3	One 2.5-inch eMLC SAS SSD write flash accelerator with marlin bracket (for factory installation)	21695614	2	
9	One 1.2 TB 10000 rpm 2.5-inch SAS-3 HDD with marlin bracket (for factory installation)	21695614	20	
12	Oracle Storage Drive Enclosure DE3-24P: model family	21695614	1	
39	Oracle Storage Drive Enclosure DE3-24P: model family	21695614	1	1809NMS 01R
6	Power cord: Sun Rack jumper, straight, 3 meters, C14 plug, C13 connector, 15A (for factory installation)	21695614	2	

2	Oracle Storage Drive Enclosure DE3-24P: base chassis (for factory installation)	21695614	1	
8	Cable: 1 meter, mini SAS HD to mini SAS HD (for factory installation)	21695614	2	
4	One 2.5-inch eMLC SAS SSD write flash accelerator with marlin bracket (for factory installation)	21695614	2	
10	One 1.2 TB 10000 rpm 2.5-inch SAS-3 HDD with marlin bracket (for factory installation)	21695614	20	
Line Number	Item Name	CSI Number	Quantity	Serial Number
13	Oracle Server X7-2: model family	21695614	1	
14	Oracle Server X7-2: model family	21695614	1	1809XC30 CM
1	Short heat sink (for factory installation)	21695614	2	
5	One 1.2 TB 10000 rpm 2.5-inch SAS-3 HDD with marlin bracket (for factory installation)	21695614	4	
11	Processor clip (for factory installation)	21695614	2	
3	One 16 GB DDR4-2666 registered DIMM (for factory installation)	21695614	8	
7	SAS cables for 1U (for factory installation)	21695614	1	
10	Oracle Quad Port 10GBase-T Adapter (for factory installation)	21695614	1	
4	Power cord: Sun Rack jumper, straight, 3 meters, C14 plug, C13 connector, 15A (for factory installation)	21695614	2	
8	Oracle Server X7-2: 1 RU base chassis with motherboard, eight 2.5-inch drive slots disk cage, 2 PSUs, slide rail kit, and cable management arm	21695614	1	
12	1 Intel Xeon Silver 4114 10-core 2.2 GHz processor (for factory installation)	21695614	2	
2	Oracle Storage Dual Port 16 Gb or 32 Gb Fibre Channel PCIe HBA with 2 transceivers, Qlogic (for factory installation)	21695614	1	
9	PCIe filler panel (for factory installation)	21695614	1	
6	Oracle Storage 12 Gb SAS PCIe RAID HBA, internal: 16 port and 2 GB memory (for factory installation)	21695614	1	
Line Number	Item Name	CSI Number	Quantity	Serial Number
9	Brocade 300 Switch with eight 8 Gb activated ports and E_port license	21695614	1	
11	BROCADE 300 24-PORT FC 8G SFP	21695614	1	ALJ4010P 06X
8	Brocade 300 Switch: activation permit for 8 FC ports. Includes eight 8 Gb SFP short wave optic modules	21695614	1	
7	Oracle Switch ES2-64: model family	21695614	1	
10	Oracle Switch ES2-64: model family	21695614	1	AK004232 03
4	Front-to-rear airflow fan, pack of 5 (for factory installation)	21695614	1	
3	Air duct (for factory installation)	21695614	1	

5	Oracle Ethernet Switch ES2-64 with 40 ports of 1/10GBase-T, 6 QSFP ports, 2 AC PSUs, and rack rail kit (for factory installation)	21695614	1	
6	ASSY,SYSTEM,ES2-64,AC,10GbT	21695614	1	
1	Power cord: Sun Rack jumper, straight, 3 meters, C14 plug, C13 connector, 15A (for factory installation)	21695614	1	
2	Power cord: Sun Rack jumper, straight, 3 meters, C14 plug, C13 connector, 15A (for factory installation)	21695614	1	
Line Number	Item Name	CSI Number	Quantity	Serial Number
4	Power cord: Jumper, 2 meters, C14 plug, C13 connector, 10 A	21695614	1	
3	Power cord: Jumper, 2 meters, C14 plug, C13 connector, 10 A	21695614	1	
2	External USB DVD drive with AC adapter	21695614	1	
1	External USB DVD drive with AC adapter	21695614	1	
5	2 Sun Storage 16 Gb FC short wave optics, Qlogic	21695614	2	
Line Number	Item Name	CSI Number	Quantity	Serial Number
1	Sun Storage Dual 16 Gb Fibre Channel PCIe Universal HBA, Qlogic	21695614	2	

ARTICLE II
SCOPE OF THE SUPPORT SERVICES

1. **ORACLE** shall provide **SSS** with the following services:

a. Telephone/Web Access Support

Provide Telephone or Web Access support services twenty-four (24) hours a day, seven (7) days a week;

Direct Access to **ORACLE** Global Support Centers;

Provide adequate response to Severity 1 Service requests within one (1) hour, twenty-four (24) Hour Commitment to Severity 1 Service Requests; Oracle Support Services (OSS) will work 24x7 until the issue is resolved or as long as useful progress can be made. **SSS** must provide OSS with a contact person during this 24x7 period, either on site or by cellular phone, to assist with data gathering, testing, and applying fixes;

Provide technical advice and problem resolution.

b. Product Documentation Updates

Patches and Workarounds;

General maintenance releases;

Upgrades.

c. **ORACLE** Information Access

Technical hints and tips, product developments, product availability and details of known problems with workarounds;

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Access to **ORACLE's** support systems to enhance problem management and resolution;

Information distribution via electronic systems, hard copy newsletters and alerts.

2. Exclusion

The SUPPORT SERVICES shall not include:

- a. Repair damage resulting from the misuse, neglect, or abuse, failure of electrical power or physical or electrical stress or causes external to the hardware and related software programs or failure of air conditioning or humidity control or due to fortuitous events;
- b. Correction of any failure resulting from any modification of the **ORACLE** Hardware and related Software program;
- c. Maintenance of any **ORACLE** Hardware and related software programs not operated on the designated computer equipment at the Location specified in the Master Agreement or its Attachments or any SSS-ORACLE agreement.

3. Conditions

ORACLE's obligations to provide the SUPPORT SERVICES are subject to the following conditions:

- a. **SSS** shall ensure that the **ORACLE** Hardware and the designated computer equipment and related software are only used by competent persons;
- b. **SSS** shall assist **ORACLE** by providing all necessary information, facilities and incidental services reasonably required by **ORACLE** to perform the SUPPORT SERVICES;
- c. **SSS** shall provide notice of the defect, failure or problem to **ORACLE** immediately upon knowing the defect, failure or problem and shall confirm any verbal notice in writing;
- d. The defect, failure or problem must be made demonstrable by **SSS** so that **ORACLE** can recreate and duplicate the reported defect, failure or problem at the **ORACLE's** office;
- e. The hardware and related software programs shall not be modified, maintained or repaired in any manner whatsoever by any person other than **ORACLE** unless **SSS** has obtained **ORACLE's** written authorization.

ARTICLE III
TERM

This Agreement covers the period from _____ to _____.

It shall be automatically extended on a month-to-month basis but not more than three (3) months under the same terms and conditions, unless terminated by either party upon written notice to the other at least sixty (60) days prior to the expiration of this Agreement. Renewal of this Agreement shall be negotiated before the end of the term hereof. In the event that both parties failed to renew this Agreement, the **SSS** has the right to the continued use of the licensed **ORACLE** software products.

The parties shall ensure that the extension on a month-to-month basis mentioned in the preceding paragraph shall be embodied in an Extension Agreement upon expiration of the Agreement.

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ARTICLE IV
SUPPORT SERVICES FEE

1. The **SSS** shall pay to **ORACLE** the total amount of **PESOS: TEN MILLION ONE HUNDRED ELEVEN THOUSAND SEVEN HUNDRED NINETY-SIX AND 54/100 (Php10,111,796.54)**, Philippine Currency, inclusive of Value-added Tax (VAT), for the Support Services to the Hardware and related software included over a period of three (3) years.

Billing Schedule

Quarter	Due Date	Total Due
Year 1		
First Quarter	February 28, 2023	Php 842,649.72
Second Quarter	May 31, 2023	Php 842,649.72
Third Quarter	August 31, 2023	Php 842,649.71
Fourth Quarter	November 30, 2023	Php 842,649.71
Year 2		
First Quarter	February 29, 2024	Php 842,649.71
Second Quarter	May 31, 2024	Php 842,649.71
Third Quarter	August 31, 2024	Php 842,649.71
Fourth Quarter	November 30, 2024	Php 842,649.71
Year 3		
First Quarter	February 28, 2025	Php 842,649.71
Second Quarter	May 31, 2025	Php 842,649.71
Third Quarter	August 31, 2025	Php 842,649.71
Fourth Quarter	November 30, 2025	Php 842,649.71
TOTAL		PHP 10,111,796.54

2. The above-stated Support Services fee is inclusive of VAT but exclusive of all other applicable taxes as the **SSS** is exempt from all other taxes pursuant to Section 16 of Republic Act (R.A.) No. 11199 (the "Social Security Act of 2018").
3. It shall be invoiced every calendar quarter and shall be paid within thirty (30) calendar days after date of invoice provided that there is complete documentation. The invoice shall be supported by a Service Activity Report, which details the services rendered as certified to by the **SSS ITMG**.

ARTICLE V
WARRANTY SECURITY

1. Upon the signing of this Agreement, **ORACLE** shall, at its own expense, secure and submit to **SSS** a Warranty Security in the form of cash, manager's check or cashier's check equivalent to five percent (5%) of the Total Support Service Fee.
2. It shall be posted in favor of **SSS**, which shall be forfeited in favor of the latter in the event it is established that **ORACLE** is in default in providing the SERVICES under the terms and conditions of this Agreement.
3. The Warranty Security shall be immediately returned to **ORACLE** after the expiration of this Agreement provided there is no claim by **SSS** against **ORACLE** arising under this Agreement as certified by the SSS ITMG.

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ARTICLE VI
WARRANTIES

ORACLE represents and warrants as follows:

1. It is the exclusive and authorized Philippine distributor of the **ORACLE** Hardware and related Software program.
2. It has the right and authority of the Hardware Provider to provide the **SUPPORT SERVICES** to **SSS** under this Agreement.
3. It assumes the responsibilities of the Hardware Provider in relation to the **ORACLE** Hardware and related Software program and **SUPPORT SERVICES** as provided by this Agreement.
4. It has the right and authority to grant **SSS** the use of the **ORACLE** Hardware and related Software program subject to the terms and conditions hereof.
5. The warranties stated herein are in addition to the warranties, express or implied, provided for under Philippine laws.

ARTICLE VII
INTELLECTUAL PROPERTY RIGHTS

1. **ORACLE** represents and warrants to **SSS** that the **ORACLE** Hardware and related Software program included in this Agreement do not infringe any intellectual property rights of any person or entity.
2. **ORACLE** shall fully indemnify and hold harmless the **SSS** against any losses, expenses, and/or liability, whether direct or indirect, arising out of a claim by a third party that the hardware and software infringe any intellectual property right of that third party.
3. **SSS** shall notify **ORACLE** as soon as practicable of any infringement, suspected infringement or alleged infringement by the Hardware of the intellectual property right of any person.
4. Without prejudice to the right of **SSS** to defend a claim alleging such infringement and if so requested by the **SSS**, **ORACLE** shall conduct the defense of a claim alleging such infringement at the expense of the latter. **ORACLE** shall consider suggestions from **SSS** on the manner or way that such defense shall be undertaken or on matters pertaining to negotiations for settlement of the claim.
5. **SSS** shall, if requested by **ORACLE**, provide with reasonable assistance in conducting the defense of such infringement claim.
6. Without limiting the generality of the foregoing, if it is determined by any independent tribunal, administrative or judicial, or if it is agreed between the parties to the dispute that an infringement of the intellectual property rights of any person occurred relative to the **EQUIPMENT**, **ORACLE** shall at its own expense: (a) modify or replace the **EQUIPMENT** in order to achieve non-infringement status, (b) procure for the **SSS** the right to continue the use or possession of the said hardware and software, or (c) if the solutions in the foregoing could not be achieved within reasonable time, **ORACLE** shall remove the infringing hardware and software and replace the same with another hardware or system of equivalent in configuration and performance.

ARTICLE VIII
LIABILITY

1. Actions for breach by **ORACLE** of the terms and conditions of this Agreement shall be governed by the laws of the Philippines. Consequently, the liability of **ORACLE** and

measures of damages recoverable by the aggrieved SSS shall be determined in accordance with such laws;

2. **ORACLE** further agrees that in the event that it fails to perform on time the responsibilities enumerated in Article II hereof, **SSS** shall be entitled to liquidated damages equivalent to 1/10 of 1% per calendar day of delay, based on the total Service Fee for the period stated in Article IV hereof. The liquidated damages are in addition to other kinds of damages that the **SSS** may have suffered. The **SSS** need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due or which may become due to **ORACLE**, or the same may be collected from the Performance Security posted by **ORACLE**, whichever is convenient to the **SSS**. In no case shall the total sum of liquidated damages exceed ten (10%) percent of the Total Service Fee, in which event, **SSS** shall automatically terminate this Agreement and impose appropriate sanctions over and above the liquidated damages to be paid.

ARTICLE IX MISCELLANEOUS PROVISIONS

1. CONFIDENTIALITY

Neither party shall, without the prior written consent of the other, disclose or make available to any person, make public, or use directly or indirectly, except for the performance and implementation of the undertakings under this Agreement, any confidential information acquired from an information holder in connection with the performance of this Agreement, unless; (i) the information is known to the disclosing party, as evidenced by its written records, prior to obtaining the same from the information holder and is not otherwise subject to disclosure restriction on the disclosing party, (ii) the information is disclosed to the disclosing party by a third party who did not receive the same, directly or indirectly, from an information holder, and who has no obligation of secrecy with respect thereto, or (iii) required to be disclosed by law.

ORACLE shall comply with applicable provisions of RA 10173 (Data Privacy Act of 2012) where **ORACLE** is the personal information processor as defined under the Act.

2. FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform its obligations pursuant to this Agreement if such delay is due to force majeure. Force majeure shall mean events beyond the control of and affecting either party which cannot be foreseen or if foreseeable cannot be either prevented nor avoided despite the exercise of due diligence.

3. NON-ASSIGNMENT

Neither party may assign its rights or obligations under this Agreement without the written consent of the other party.

4. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the Philippines. Any suit or proceeding arising out of or relating to this Agreement shall be instituted in the appropriate court of Quezon City or Makati City, at the option of the aggrieved party.

5. SEVERABILITY OF PROVISIONS

If any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable under the Philippines laws, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

6. WAIVER

All rights and remedies whether conferred hereby or by law shall be cumulative and may be exercised singularly or concurrently. Failure by either party to enforce any term or condition of this Agreement shall not be deemed a waiver of future enforcement of that or any other terms and conditions.

7. DISPUTES

All actions and controversies that may arise from this agreement involving but not limited to demands for specific performance of the obligations as specified herein and / or in the interpretation of any provisions or clauses contained herein, shall in the first instance, be settled within thirty (30) calendar days through amicable means, such as, but not limited to mutual discussion. Should the dispute remain unresolved by the end of the aforementioned period, the dispute shall be settled in accordance with the applicable provisions of Republic Act No. 9285 otherwise known as the Alternative Dispute Resolution Act of 2004.

8. COMPLIANCE WITH LABOR LAWS

ORACLE shall before the consideration under this Agreement is paid, execute a sworn statement that it has fully paid all the wages, allowances and fringe benefits of its employees under all labor laws and Social legislations. Further, **ORACLE** shall report all its employees to the Social Security System for coverage and their premiums updated as well as the amortization in their salary, educational, or calamity loans, and other short-term loans, if any.

9. COMPLIANCE WITH TAX LAWS

ORACLE shall, before the consideration under this Agreement is paid, execute a sworn statement that it is free and clear of all tax liabilities to the government. **ORACLE** shall comply with all tax laws and warrants to pay taxes in full and on time and its failure to do so shall entitle the **SSS** to suspend payment for any goods or services delivered pursuant to this Agreement. **ORACLE** shall before entering and within the duration of this Agreement, submit a tax clearance from the Bureau of Internal Revenue (BIR) as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with tax payment made thereon pursuant to Executive Order (EO) 398-s.2005. The **ORACLE**, through its responsible officer, shall also certify under oath that it is free and clear of all tax liabilities to the government. The **ORACLE** shall pay taxes in full and on time and that failure to do so will entitle **SSS** to suspend or terminate the Agreement.

10. NO IMPLIED PARTNERSHIP

Nothing in this Agreement shall constitute a partnership or employer-employee relationship between the parties. No party or its agents or employees shall be deemed to be the agent, employee or representative of the other party.

11. WHOLE AGREEMENT

This Agreement, the Final Proposal of **ORACLE**, and the Oracle Licenses and Services Agreement (OLSA) and the BAC I Resolution No. 2022-I-079-9 dated 01 December 2022 shall constitute the whole of the Agreement and understanding between the parties about the subject matter and representations and conditions, not expressly contained herein by reference shall not be binding upon parties, except those provided or required by the Philippine laws and regulations.

The **ORACLE SOFTWARE LICENSES** and **SERVICES** will be provided in accordance with the OLSA and accordingly, the OLSA shall prevail over any conflicting provision hereof. Nothing in the Second Sentence of Section M of OLSA (Limitation of Liability Clause – “ORACLE’S MAXIMUM LIABILITY FOR ANY DAMAGE ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES PAID TO ORACLE UNDER THIS AGREEMENT, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF

PROGRAMS OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES PAID TO ORACLE FOR THE DEFICIENT PROGRAM OR SERVICES GIVING RISE TO THE LIABILITY.”) shall be deemed to limit damages in cases of criminal negligence or willful misconduct, and in the case of infringement of patents, if applicable. Provided further that the limitation of liability clause shall not apply to the cost of repairing or replacing defective equipment.

12. TERMINATION AND INDEMNIFICATION CLAUSES

The parties shall apply Section 5 (Indemnification) and Section 6 (Termination) of the Master Agreement with General Terms Reference PH-OMA-QT6017712 (Annex “D”) as amended by Oracle Master Agreement Amendment One entered by the parties on 16 November 2022 with regard to indemnification and termination of the AGREEMENT.

13. MODIFICATION AND AMENDMENT

No modification, amendment or waiver of any provision of this AGREEMENT shall in any event be effective unless the same be in writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the date and place indicated in their respective Acknowledgement.

SOCIAL SECURITY SYSTEM

By:

NORMITA M. DOCTOR
Senior Vice President
Member Services and Support Group

ALAN GENE O. PADILLA
Vice President
Program Services Division
and Concurrent Acting Head
Information Technology Management Group

ORACLE (PHILIPPINES) CORPORATION

By:

MARIO O. OJEDA
Field Support Director

SIGNED IN THE PRESENCE OF:

Roberto V. Lanuza
ROBERTO V. LANUZA

Escipe R. Cabanero
ESCIPE R. CABANERO

Belinda 2/21/23

BELINDA B. ELLA
Department Manager III
General Accounting Department

FUNDS AVAILABLE: *MODE* *July 2027*
APP No.: 2022-211A *1st Update*

FIRST ACKNOWLEDGEMENT

Republic of the Philippines)
Quezon City) S.S

BEFORE ME, a Notary Public for and in Quezon City, Philippines, on this FEB 28 2023 day of _____ personally appeared:

Name	Competent Evidence of Identity	Date/Place of Issue
NORMITA M. DOCTOR	UNIFIED MULTI-PURPOSE ID	
	CRN-0003-7298884-7	
ALAN GENE O. PADILLA	UNIFIED MULTI-PURPOSE ID	
	CRN-0111-8106529-3	

known to me to be the same persons who executed the foregoing Agreement, consisting of fourteen (14) pages including this page, and they acknowledged to me that the same is their free and voluntary act and deed as well as the free and voluntary act and deed of the principal they represent in this instance.

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

Doc. No. 456 ;
Page No. 92 ;
Book No. 1 ;
Series of 2023

[Signature]
ATTY. CLOE JOY B. EXCONDE-SAN JUAN
Notary Public For and In Quezon City
Notarial Comm. No. NP- 006 (2022-2023)
4F, SSS Bldg., East Avenue, Dilimian, Quezon City
Roll of Attorneys No. 69550; IBP Lifetime No. 018101
PTR O.R. No. 2444083; 01/04/22; TIN No. 276-144-003-000
MCLE Compliance No. VI-0022546;04/05/19

[Handwritten notes and signatures in the left margin]

SIGNED IN THE PRESENCE OF:

gib
MARY GRACE A. ESPINOSA

guy
FRANCIS WENDEL A. SORIANO

SECOND ACKNOWLEDGMENT

Republic of the Philippines)
QUEZON CITY City) S.S

BEFORE ME, a Notary Public for and in QUEZON CITY City, Philippines, on this 20 FEB 2023 day of _____ personally appeared:

Name	Competent Evidence of Identity	Date/Place of Issue
MARIO A. OJEDA	LTD DRIVER'S LICENSE ID N15-82-014143	

known to me to be the same person who executed the foregoing Agreement, consisting of fourteen (14) pages including this page, and he acknowledged to me that the same is his free and voluntary act and deed as well as the free and voluntary act and deed of the principal he represents in this instance.

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

Doc. No. 20 ;
Page No. 41 ;
Book No. 8 ;
Series of 2023

JWB
ATTY ROGELIO J. BOLIVAR
NOTARY PUBLIC IN QUEZON CITY
Commission No. Adm. Matter No. NP-204 (2023-2024)
IBP O.R. No. 180815 MD 2023 IBF O.R. No. 180816 MD 2024
PTR No. 3916659D / 01/08/2023 R.S. No. 33632 TOLH 129-871-009-000
MCLE EXTENSION APRIL 15, 2022 UP TO
APRIL 14, 2023 AS PER S.C. EN BANC B.M. NO. 850