ComClark
network and technology corp.

ISO 27001 REGISTERED FIRM

ISO 9001:2008 REGISTERED FIRM

Metro Connect
Connectivity at the speed of light

Proposal for

FIBER INDUSTRY DEVELOPMENT AUTHORITY

Through

MR. LEONARDO C. RICAFORT
Admin Officer III

Proposed by:

Juan Paulo C. Lucas
Sr. Key Account Manager
Connectivity Solutions Group

February 12, 2013

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COMPANY BACKGROUND

Comclark Network and Technology Corporation is a premier provider of customer-focused information and communication technology services and solutions. Our vision is to be the leading world-class business communications provider, bridging the company through dynamic and effective systems and technology, and addressing the needs of various market segments, thereby ensuring optimum rewards to both consumer and corporate channels.

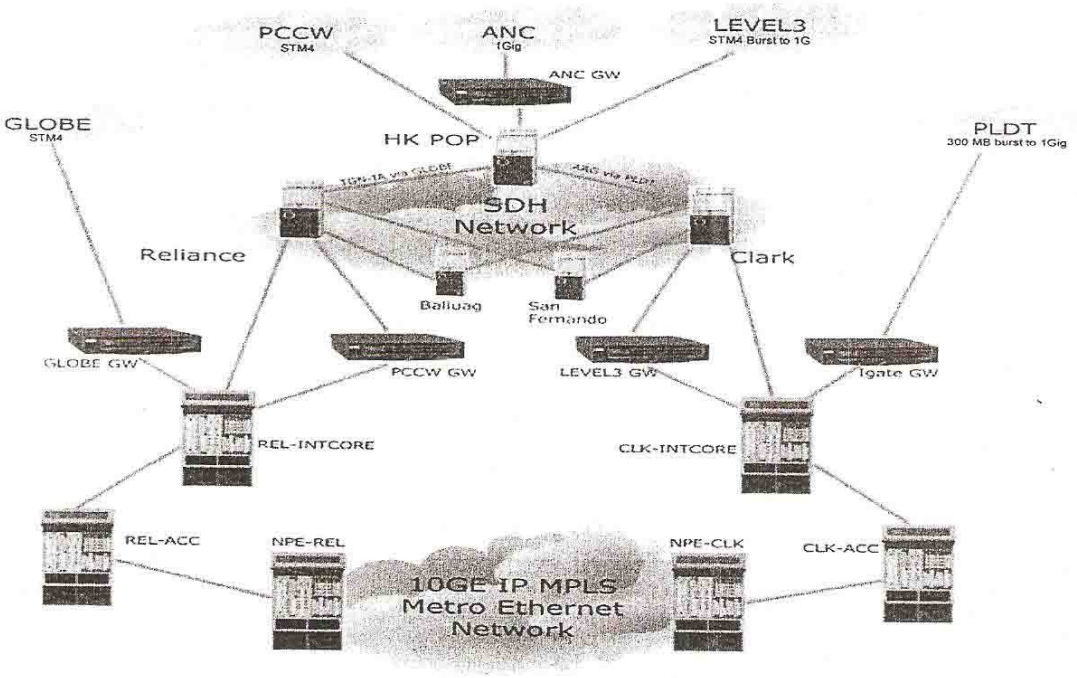
Our commitment is to serve the both consumer and corporate segments through our dynamic and highly competent IT professionals who guarantee only the highest quality standards recognized worldwide.

Our position in the market is furthered strengthened by our affiliations with major players in the field of Internet technology and communications.

Today, we are amongst the country's top IT giants, as we now offer top IT products, data and network systems, broadband engineering services, and international and domestic links, at par with the world's best.

TECHNICAL INFRASTRUCTURE

COMCLARK INTERNET CORE and BORDER



PRICE PROPOSAL:

DEDICATED INTERNET ACCESS via Fiber Optic Cable	Bandwidth	Monthly Recurring Charge (MRC)	Total Contract Price	Delivery Leadtime
Fiber Industry Development Authority 12th/F Sunnymede IT Center, 1614 Quezon Ave. , Quezon City	**2 x 768Kbps burstable to 12Mbps**	**Php 14,000.00**	**Php168,000.00**	Thirty (30) calendar days upon Notice of Award
Bundled with: **5 E-mail Addresses** **150MB space per mailbox** **100MB Web Hosting** **5 Static IP Addresses**				

Note:

a. ***Subject for seven (7) days acceptance period.***
b. ***Cost for the Media Converter included.***
c. ***Routers and Switches not included on the MRC.***
d. ***Billing will commence upon service acceptance.***

TERMS AND CONDITIONS

1. The service to be provided under this agreement shall be for a minimum period of **One (1) year.** This agreement is automatically renewed unless a written notice of termination is received from the client thirty (30) days prior to expiration of this agreement. After termination of contract, the one security deposit will be reflected on the last month's billing.

2. Prices quoted above are **Inclusive of VAT.**

3. Payment: The subscriber shall pay the service being rendered by Comclark within 30 days upon receipt of the Statement of Accounts.

4. Any pre-termination of this Agreement made by the subscriber for reasons other than breach of contract shall cause the subscriber to be liable to ComClark for one hundred per cent (100%) of the total charges of the remaining contract. In addition, the cost of dismantling the equipment or disconnecting the service shall be for the account of the Client.

4.1 Termination: ComClark may terminate this Agreement at any time that it may not be possible to provide the service, due to causes beyond the control of ComClark, or due to fortuitous events. For causes falling under this paragraph, ComClark shall serve written notice thereof to the CLIENT at least

thirty (30) days prior to the intended date of termination. ComClark may terminate this Agreement at any time with immediate effect if any of the monthly fees or installation fees shall not be paid within the period specified therefore. In case of breach of any of the terms and conditions of this Agreement, either party to this Agreement may terminate the same with immediate effect, if the breaching party fails to remedy or correct such violation within thirty (30) days from receipt of the written notice of such breach given by the non-breaching party. Termination of this Agreement shall not relieve the other party from liability to pay fees or charges, which have accrued, to the other party prior to the date of termination. Neither party will be liable to the other because of such termination for damages arising from loss of prospective profits, anticipated sales, or goodwill.

5. Scope of Installation: Installation of Equipment, Configuration of Radio Indoor Gateway, and Bandwidth and link tests will be the scope of work to be completed by ComClark engineers. Any configuration of the Client's equipment is excluded from ComClark's responsibilities.

5.1 The service includes a 24 X 7 Call Center Support & Field Support Engineers.

5.2 Scope of Field Maintenance and Technical Support: ComClark's maintenance and technical support liabilities are only within limits of ComClark service and equipment. Any technical problems that are isolated to be within the client's network or equipment shall be the client's responsibility. Should the client require ComClark engineers to troubleshoot the client's network or equipment, additional fees shall be billed on a per hour basis to the client.

6. Ownership of Equipment: All equipment installed and/or provided by ComClark shall remain the property of ComClark. The CLIENT shall have no property right or interest over the same but only the right to use them as stated in this Agreement. In the event that the equipment of ComClark are damaged due to acts or omissions of the employees, guests or any persons allowed access by the CLIENT to the premises where the equipment are located, the CLIENT shall pay for the value of the damage suffered by ComClark including replacement cost if necessary.

All equipment and related telecommunications [illegible] sales, or goodwill.

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All equipment and related telecommunications devices shall be dismantled and retrieved by ComClar the event that the services are terminated, with prior notice to the CLIENT, in a manner least inconver to both the Client and ComClark. For this purpose the CLIENT authorizes ComClark to gain access to former's premises and retrieve the equipment of ComClark. Failure on the part of the CLIENT to a Comclark to exercise its right under this paragraph, the CLIENT shall pay the value of the equipment such other incidental damages suffered by ComClark no later than fifteen (15) days from receipt of