TERMS AND CONDITIONS

BEFORE USING THIS SOFTWARE YOU MUST READ THE TERMS AND CONDITIONS OF THIS SOFTWARE LICENCE CONTRACT. WHEN CLICKING THE TRY BUTTON IT WILL BE UNDERSTOOD AS AN UNEQUIVOCAL FACT OF ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS LICENCE.

1. ACCEPTANCE. The services that BFX Eficiencia Tecnológica, S.A. de C.V. (a Variable Capital Stock Corporation) offers are subject to your acceptance, in accordance with these terms of the service, of all the terms and conditions contained in these document and all the other rules of operation, such as confidenciality policies and any future modification of the same, as well as procedures that could be periodically publised on our platform or made available to you through of the Services offered. When you accept the terms and conditions sign a legally binding contract between You hereinafter "THE CLIENT" and BFX Eficiencia Tecnológica, S.A. de C.V. hereinafter "THE COMPANY". If you enter these terms on behalf of an entity such as your employer or the company for which you work, you state that you have the legal authority to link to this platform.

To accept these terms and conditions for yourself or on behalf of a third party, you must have the legal capacity to do so; in the case of a natural person, must have the legal age to commit (18 years) or when applicable have the valid authorization of your legal representative or guardian. In the case of a legal person must be duly constituted in accordance with the Mexican laws through its legal representative.

2. MODIFICATION OF TERMS AND CONDITIONS. "THE COMPANY" reserves the right, at its sole discretion, to change, modify, add or remove portions of the Terms and Conditions at any time by posting such changes in the software or the Upnify® Software Services. We suggest that you check these Terms and Conditions periodically for changes.

The continued use of the Services provided by "THE COMPANY" constitutes your binding acceptance. Notwithstanding the foregoing, the resolution of any dispute that may arise between "THE CLIENT" and "THE COMPANY" will be governed by the Terms and Conditions in force at the time the dispute arose.

3.CONDITIONS OF USE OF THE UPNIFY® SOFTWARE "THE COMPANY", grants
a temporary use licence to "THE CLIENT", under the following terms and conditions:

1. "THE CLIENT" accepts and agrees that a personal computer, internet connection and some internet browser such as Google Chrome® or Firefox® are required for each who wishes to use the system.
2. "THE COMPANY" grants "THE CLIENT" the non-exclusive and non-transferable right to use the UPNIFY® SOFTWARE under the following limitations:
   1. It is forbidden to sublease the same to a third party.
   2. It is forbidden to apply any reverse engineering technique that intends to discover its source code.
   3. It is forbidden any technique or action that intends to damage the functionality or operability of the same.
   4. It is is forbidden to transfer the rights and obligations of this contract to a third party.
3. "THE ENTERPRISE" may terminate at any time and without prior notice the services provided to "THE CLIENT" if the latter does not comply with each and every one of the limitations mentioned in subsection 1b.

4. **TRIAL PERIOD.** When contracting the service through the website www.upnify.com, "THE COMPANY" provides "THE CLIENT" with a trial and evaluation period for 30 days at no cost to the latter so that "THE CUSTOMER" evaluates the advantages and functionalities offered by the UPNIFY® SOFTWARE. At the end of this period, "THE CLIENT" may request the contracting of the service by telephone or through the Internet. Otherwise, "THE COMPANY" will assume that "THE CLIENT" is not interested and any information captured in the system as well as the access codes to it will be destroyed.

5. **INTELLECTUAL PROPERTY.** All intellectual property rights of the UPNIFY® SOFTWARE (including images, photographs, animation, videos, audio, music, text and other elements that are part thereof) as well as the attached documentation correspond to "THE COMPANY". The UPNIFY® SOFTWARE is protected by international laws and treaties relating to property rights. Therefore, "THE CLIENT" must use the UPNIFY® SOFTWARE like any other material protected by Intellectual Property laws.

6. **PAYMENT BY CREDIT CARD.** The parties agree that "THE CLIENT" may make the agreed payments in favor of "THE COMPANY" by credit card; Therefore, in accordance with the Eighth clause of the "Rules to which Commercial Banking Institutions must abide in the Issuance and Operation of Bank cards", or in accordance with any other credit opening contract, as well as a checking account, and/or investment accounts, "THE CLIENT" authorizes "THE COMPANY" so that, charged to the credit agreement that it has entered into with its banking institution, "THE COMPANY" collects the amount that is at its expense for the services contracted automatically. In case of not having sufficient funds, the services provided

to "THE CLIENT" will be immediately suspended.

7. **PAYMENT WITH PAYPAL®.** The parties agree that "THE CLIENT" may make payments in favor of "THE COMPANY" through the PAYPAL® payment service. In this case "THE CLIENT" will be responsible for carrying out the payment procedure and will notify "THE COMPANY" for verification. In case of not receiving the payments of the service before the expiration date of the UPNIFY® SOFTWARE, these will be suspended immediately.

8. **PAYMENT WITH BANK TRANSFER.** The parties agree that "THE CLIENT" may make payments in favor of "THE COMPANY" through bank transfer or SPEI® (Interbank Electronic Payment System). In this case, "THE CLIENT" will be responsible for carrying out the payment procedure and notifying "THE COMPANY" for subsequent verification. In case of not receiving the payments of the service before the expiration date of the UPNIFY® SOFTWARE, these will be suspended immediately.

9. **CANCELLATION OF SERVICE.** The parties agree that "THE CLIENT" may cancel the service at any time, as long as he requests it by email or by telephone, and in any case he must receive a confirmation via email from "THE COMPANY". This cancellation will apply to the period immediately after the date of the request and will prevent "THE COMPANY" from making a new charge to "THE CLIENT" in the event that the latter has chosen to pay through automatic payments with a credit card. In the case of automatic payments through PAYPAL®, THE CLIENT will be responsible for personally canceling the service through the mechanisms that the PAYPAL® service itself offers, for which THE COMPANY will not be responsible for them. Additionally, THE CLIENT acknowledges and agrees that there will be no refund for the amounts previously paid in favor of THE COMPANY, and because THE CLIENT had a 30-day trial period at no cost or obligation to verify the functionalities that offers the UPNIFY® SOFTWARE, THE CUSTOMER may not allege ignorance or lack of use of the UPNIFY® SOFTWARE to obtain any type of reimbursement.

Additionally, prior to the cancellation and during the validity of the software license, "THE CUSTOMER" is the only one responsible for exporting your account information through the mechanisms that the UPNIFY! owns for these purposes. After 60 calendar days from the expiration date of the software license, "THE CLIENT" accepts and agrees to proceed with the automatic destruction of the information without any responsibility for "THE COMPANY", in accordance with the Federal Law on Protection of Personal Data Held by Private Parties.

10. **CONFIDENTIALITY OF INFORMATION.** As of the date of execution of this contract, "THE COMPANY" acknowledges that the information captured in the UPNIFY® SOFTWARE is the exclusive property of "THE CLIENT", for which "THE COMPANY" undertakes not to alienate it, lease it, lend it, record it, negotiate it, reveal it, publish it, teach it, make it known, transmit it or in any other way disclose it or provide it to any natural or legal person, national or foreign, public or private, by any means, even when trying to include it or deliver it in other documents such as studies, reports, proposals or offers, neither in whole nor in part, for any reason to third parties, natural or legal, national or foreign, public or private, present or future.

"THE COMPANY" will maintain administrative, physical and technical safeguards for the protection of the security, confidentiality and integrity of the information of "THE CLIENT" for which, in the event that the latter requires any change in the account regarding to cancellations, change of passwords, low or high accounts, etc. The request can be made solely and exclusively by the user who has powers as "General Administrator", through the email associated with the account. Otherwise, "THE COMPANY" according to what is specified in the preceding paragraph, is not obliged to make any type of modification or change.

11. **DISCLOSURE OF INFORMATION.** In the event that any authority, whether administrative or judicial, requests from "THE COMPANY" all or part of the confidential information corresponding to "THE CLIENT", "THE COMPANY" to the extent permitted by law will be responsible for notify "THE CLIENT" of said situation in order for it to take the measures it deems pertinent.

12. **LIMITATION OF WARRANTY.** To the extent permitted by applicable law, THE COMPANY will provide "THE CLIENT" with the UPNIFY® SOFTWARE "as it is" and "THE COMPANY" does not offer no explicit or implicit warranty on the result that this could have on "THE CLIENT".

13. **NO LIABILITY FOR DAMAGES.** To the extent permitted by applicable law, in no case may "THE COMPANY" be considered responsible for any damage, whether special, direct or indirect, including but not limited to: loss of profits, interruption of commercial activities or loss of information derived from the use or the inability to use the UPNIFY® SOFTWARE even if "THE COMPANY" had received notice of the possibility of this type of damage.

14. **TERMINATION.** Either party may terminate this contract with prior written notice, 30 days in advance to the other party.

15. **JURISDICCTION.** For the interpretation and fulfillment of this contract, the parties submit to the jurisdiction and competence of the Federal Courts of the city of Cancun, as well as the provisions contained in the current Civil Code for the State of Quintana Roo, Mexico, expressly renouncing the jurisdiction that may correspond to them by reason of their current or future domicile.