

TERMS AND CONDITIONS
KANNA SOLUTIONS SOFTWARE

ENTERED INTO BY THE LICENSOR OR HOLDER, AND THE LICENSEE OR END USER.

BY ACCEPTING THIS CONTRACT, THE LICENSEE ACCEPTS ALL OF ITS TERMS AND CONDITIONS, AS WELL AS THE TRANSFER OF CERTAIN INFORMATION DURING THE ACTIVATION, THAT WILL ALLOW THE USE OF THE SOFTWARE. IF THE TERMS AND CONDITIONS ARE NOT ACCEPTED, THE USE OF THE SOFTWARE WILL NOT BE POSSIBLE.

STATEMENTS

The parties jointly declare:

First: that both parties have the authority to execute this contract, considering that this instrument is executed in accordance to the execution by electronics means, in conformity with the provisions of article 80 of the Commerce Code in effect in the United Mexican States.

Second: the acknowledgement that INNOVACIÓN Y COMPETITIVIDAD, S.A. DE C.V. is the holder and owner of the Software subject of this contract (KANNA SOLUTIONS).

CLAUSES

1. Definitions

1.1 Software: refers to the program named KANNA SOLUTIONS; including updates and any User's Manual.

1.2 Licensor or Holder: refers to the company INNOVACION Y COMPETITIVIDAD, S.A. DE C.V. (commercially referred to as INNCOM), who is the holder of the rights of this Software and who grants this License.

1.3. Licensee or User: is the final user that legally acquires, in its own name, in representation of a juridical person or governmental entity, through the acceptance of this terms, the use of the Software in accordance to the provisions of this instrument.

1.4. Equipment: refers to the hardware, including the personal computers, laptops, work stations, digital personal assistants, smart phones, mobile devices or other type of electronic devices, for which the software was designed, and in which the software will be installed and/or used.

1.5. Update(s): refers to all the improvements, revisions, patches, optimizations, repairs, modifications, additions or maintenance packages, etc. made to the software in question.

1.6. User's Manual: refers to the Manual that contains the instructions of use of the software.

1.7. Web Page: Licensor Page (<http://kannasolutions.com/auth/login>) that may be used to discharge/use the Software, browse for information about the software, download the User's Manual and request help in respect of any doubt or malfunctioning of the software.

2.-Granting of License

2.1 Hereby, the licensor grants to the licensee a non-exclusive license to storage, charge, install, execute and/or visualize ("use") the Software in the number of computers contracted.

2.2. In case the Licensee has downloaded the Trial Version, he/she could use it according to the limitations previously pointed.

3.-Software Activation

3.1. In order to use the software, the user shall first register in the web page of the licensor (www.kannasolutions.com) or through a sales representative or strategic ally.

3.2. Once the user is registered, an email will be sent to his/her email address to complete the activation.

3.3. Once the activation is completed, the user will have the option to download/use the Software in his computer.

The equipment shall have the most recent versions of Safari, Google Chrome and Internet Explorer browsers.

3.4. If the user choose to download the Trial Version, it could use it without making any payment and with the limitations previously mentioned in subsection 1.2., relative to Trial Version.

3.5.If the user choose to download the software, before the download, this shall make the payment for the Software Use of License set in the Web Page or by Bank Transfer in the account indicated by INNCOM personnel; once made and credited the payment, the user will receive an Access Code that will allow t to proceed to the installation according to the provisions in the User's Manual.

Once the Software is installed and activated could be used by the User.

4. Language

4.1. The product is in the English and Spanish. The user will have option to install the product in any of these languages: notwithstanding, once the installation is made, the language could not be modified.

5.-Duration

5.1. The duration for the Software User License is of 1 (one) year, starting from the activation of the Software.

6.-Obligations of the Licensor or Holder

6.1. Authorize the User that has made and credited the payment to download/use of the Software to his computer, for the number of users that has contracted.

6.2. Give support to the User during the term of the License. in respect to any doubt and malfunction of the Software.

7.-Obligations and limitations of the Licensee or User

7.1. Not to copy, reproduce, sell, assign, modify, decompile, use total or partial reverse engineering of the Software.

7.2. Not to access, modify and/or alter the Source Code of the Software.

7.3. Not to give the Access Code to third persons.

7.4. Not to use the Software for different purposes for which it was created.

7.5. To keep strict confidentiality and not to reveal the information of the data base and information contained in the Software, since access to the Data Base is only and exclusively of an informative manner, and the total or partial, plagiarism and/or improper use of the information contained copy is forbidden.

8.-Guaranty

8.1 The user has a guaranty of 1 (one) year, counted from the date of activation, which include only the restitution of the service in case of malfunction, as well as to recover the information lost for this cause.

8.2 The guaranty shall not be applicable in the following cases:

- a) If the Software has been downloaded but it can't be used due to the equipment does not comply with the technical requirements pointed in this instrument or the User's Manual.

- b) The robbery of the equipment; vandalism; natural disasters, facts of force majeure and acts of terrorism.

- c) The interruptions or surcharges of electric supply.

9.-Intellectual Property

9.1. The User acknowledges that all Industrial Property, including an enumerative but not limited form, the brand Inncom, Inncom Innovation Suite, Innventia Technologies, Kanna, and the design of the program KANNA SOLUTIONS, as well as the author rights, including its User's Manual; are only and exclusive property of INNOVACIÓN Y COMPETITIVIDAD, S.A. DE C.V.

10.- Remedial Damages

10.1. The User commits to pay to the licensor, remedial damages caused by the breach of the terms and conditions of this contract.

11.- Applicable Law

11.1. The applicable law to this contract and all the matters related to it will be the law of the United Mexican States.

12.- Conflict Solutions

12.1. For all matters related to the interpretation and compliance of the obligations derived from this contract, the parties expressly submit to the jurisdiction and venue of the courts of the city

of Monterrey, Nuevo León, expressly waving to any other jurisdiction to which they have right, or may have in the future, by reason of their domicile or any other reason.

13.- Privacy

13.1. User data will be used for research purposes by INNCOM.

14.- Your responsibilities

14.1. You are responsible for your conduct and your information, and you must comply with intellectual property policy and obligations and limitations of the user. The content of the information may be protected by intellectual property rights of others. Do not copy, upload, download or share content, unless you are entitled to. We can analyze your conduct and your content to verify compliance with these Terms. However, we have no obligation to do so. We are not responsible for the content that people post and share through the Services.

This contract is executed in the city of Monterrey, Nuevo León in the day of acceptance date, according to article 80 of the Commerce Code in effect in the United Mexican State.