

THE USER ACCEPTS THE FOLLOWING CONDITIONS (THE "CONTRACT") THAT RULES THE USE OF THE ONLINE SERVICE OF THE LEAF SYSTEM DEVELOPED BY BLACKCORE, INCLUDED EVERYBODY THEIR COMPONENTS (JOINTLY, THE "SERVICE"). IF YOU ACCEPT THIS CONTRACT IN THE NAME OF A COMPANY OR ANOTHER LEGAL ENTITY, MANIFESTA THAT HAS THE AUTHORITY TO OBLIGATE THE ENTITY TO SUBMIT TO THESE CONDITIONS, IN WHICH CASE THE TERMS "USER" AND "YOUR" SE REFER TO SUCH ENTITY.

CONDITIONS OF USE OF LEAF (Fixed assets system developed by BLACKCORE): Welcome

As part of the Service, BLACKCORE will allow you to use the Service, which includes a browser-based interface as well as encryption (optional), transmission, Access and data storage. Your registration or use of the Service will be considered your consent to fulfill this Agreement, including any material available within the LEAF incorporated as a reference in this document, which It includes among others the privacy and security policies. For reference, at A definition section is included at the end of this Agreement.

The Leaf Service includes the following:

- Leaf.
- Initial implementation.
- Initial training.
- Second level telephone technical support (Monday to Friday from 9:00 a.m. to 6:00 p.m. Mexico city center time).
- Support ticket system 24 hours a day, 365 days a year or through email.
- General updates, not customized without cost.
- Hosting on system server.

In addition, access to the LEAF demo system is offered, for a period of up to thirty (30) calendar days, without obligation. For more information, contact your sales advisor or write [to contacto@blackcore.com.mx](mailto:contacto@blackcore.com.mx)

1. Privacy and security; Statement

The privacy and security policies of LEAF can be consulted at http://www.leaf.software.com/tos/aviso_privacidad.pdf. BLACKCORE reserves the right to modify its privacy and security policies according to its own criteria when deemed necessary. Note that since the Service is an application hosted online, BLACKCORE may have to occasionally notify all Service Users of the notices important related to the operation of the Service. If the User is a customer for payment of the Service, you agree that BLACKCORE may disclose the fact that it is a paying customer and the edition of the Service you are using.

2. Licensing and restrictions

By this Agreement BLACKCORE grants you world law, not Transferable and not exclusive to using the Service, only for your own use Internal business subject to the conditions of this Contract. All rights not expressly granted are reserved to BLACKCORE.

You will not be able to access the Service if you are a direct competitor of BLACKCORE, except with BLACKCORE prior written consent. Also, you will not be able to access the Service for the purpose of monitoring availability, performance or functionality or other competitive or benchmark purposes.

You may not (i) grant the license, sublicense, sell, resell, transfer, assign, distribute or commercially exploit in any other way or put third party provision of the Service or Content; (ii) modify or perform work derivatives based on the Service or Content; (iii) create "links" from the Internet to Service or "mask" or "duplicate" the Content of any other server or wireless or internet based device; or (iv) reverse engineer or access the Service to (a) create a competitive product or service, (b) create a product using ideas, features, functions or graphics similar to those of the Service or (c) copy ideas, features, functions or graphics of the Service. The User licenses cannot be shared or used by more than one user, but they can be reallocated at a given time to new Users who replace Previous users who have finished their work or changed the status or job function and will not continue to use the Service.

You may use the Service for internal business purposes only and may not: (i) send junk mail or duplicate or unwanted messages that violate the laws applicable; (ii) send or store illicit, obscene, threatening material, defamatory, illegal or aggravating, including material harmful to children or that infringes the privacy rights of third parties; (iii) send or store material that contain software with viruses, worms, trojans or codes, files, sequences of harmful commands, agents or computer programs; (iv) interfere or affect the integrity or performance of the Service or the data it contains; or (v) try Obtain unauthorized access to the Service or related systems or networks.

3. Your responsibilities

The User is responsible for all activity that occurs in their account User and must adhere to all applicable laws, treaties and regulations whether at local, state, national or international level related to the use of Service, including uses related to data privacy, international communications and the transmission of technical or personal data.

You must: (i) notify BLACKCORE immediately of any unauthorized use of passwords or accounts or any other breach of known security or that is suspected; (ii) inform BLACKCORE immediately and do everything possible to immediately stop any copy or distribution of the Content of which you have knowledge or suspect, both the User and its Users secondary; and (iii) not impersonate another BLACKCORE user or offer False identity information to access or use the Service.

4. Account information and data

BLACKCORE does not own any information or material that you send to Service while using the Service ("Customer Data"). The User and not BLACKCORE will be solely responsible for the accuracy, quality, integrity, legality, reliability, suitability and intellectual property right in the use of all Data Customer and BLACKCORE will not be responsible for the removal, correction, destruction, damage, loss or error arising during the storage of the Data the client's. In case of termination of this Contract (for another reason other than its non-compliance), BLACKCORE will make available a file with the Data of the customer for a period of thirty (30) days after termination, if requested in the moment of termination of the Contract. BLACKCORE reserves the right to retain, delete and / or dispose of Customer Data without prior notice due to its non-compliance, which includes, but not exclusively, its non-payment In the event of termination for a justified reason, your right to access or use Customer Data and BLACKCORE will not have the obligation to keep or send the Customer Data.

5. Intellectual property

BLACKCORE (and its licensors, if applicable) is the owner of all rights and interests, including all those related to the law of intellectual property in Technology (including software, hardware, products, processes, algorithms, user interfaces, knowledge and procedure, techniques, designs and other tangible or intangible technical materials or information), the LEAF Content and Service and any suggestions, idea, improvement request, comment, recommendation or any other information offered by the User or any other party related to the Service. This Agreement does not imply a sale and does not grant you any right to ownership of the Service, BLACKCORE Technology or the Rights of intellectual property held by LEAF. The LEAF name, the LEAF logo and the Product names associated with the Service are owned by BLACKCORE or from third parties and no right or license is granted for its use.

6. Interaction with third parties

During the use of the Service you can share correspondence, acquire goods or services or participate in promotions of advertisers or sponsors that show your goods and / or services through the Service. Any of these activities and any condition, manifestation or guarantee associated with said Activities is exclusive between the User and said third parties. BLACKCORE and its licensors have no responsibility or obligation to that correspondence, acquisition or promotion between the User and said third parties.

BLACKCORE does not endorse any Internet site accessed through the Service. BLACKCORE offers these links for your convenience and in no case BLACKCORE or its licensors will be responsible for the content, products or other materials available on those sites. BLACKCORE offers you the Service of compliance with the conditions of this Contract. However, the User admits that other providers of software, hardware or secondary services may require your acceptance of another different or additional license or other conditions before you can use or access such software, hardware or services.

7. Costs and fee payments

You must pay all the fees and costs of your account according to the current conditions of fees, costs and billing at the time a fee is payable. The Initial costs will be equal to the current initial implementation rate. The payments Monthly will be equal to the monthly rental rate of the Service and must be performed in advance based on the cutoff date, unless you mutually agree contrary. Payment obligations cannot be canceled or reimbursed The amounts paid. You have the responsibility to pay all monthly payments of the service, whether the Service is in use or not, until the end of the same, payments may be made by bank deposit or transfer electronics. All conditions on prices are confidential and the User You agree not to disclose them to third parties.

8. Billing and renewal

BLACKCORE charges in advance the use of the Service. BLACKCORE will renew automatically and will issue a monthly invoice (a) for the Service, (b) in any another frequency agreed mutually. The renewal rate will be equal to the rate of monthly rent of the Service, unless BLACKCORE notified you in writing to minus thirty (30) days before any increase in rates, which will take effect on the moment of renewal and onwards. The rates of other services in case of that exist will be charged according to the budget. The rates of BLACKCORE They are expressed in Mexican pesos and do not include taxes or levies of the tax authorities.

You agree to offer complete and accurate billing and contact information to BLACKCORE This information includes the name of the company (legal entity or physical), postal address, email address, name and number of authorized contact phone number for billing and System Administrator. You agree to update this information within thirty (30) days after Any modification. If the contact information you offered is false or fraudulent, BLACKCORE reserves the right to cancel access to the Service, as well how to undertake any other legal measure. Unless BLACKCORE at its own discretion determines otherwise Users residing anywhere in the Mexican Republic will receive their billings in Mexican pesos and will be subject to the payment terms and Mexico City prices. If you believe that your invoice is not correct, you must contact us in writing and / or email, within the same month of the date of the invoice it contains the amount in question to receive a correction or credit.

9. Non-payment and suspension

In addition to other rights granted to BLACKCORE by this Agreement, BLACKCORE reserves the right to suspend or terminate this Agreement and access to the Service by the User if his account becomes delinquent (incurs payment delays). Delinquent bills (accounts with late payments) are subject to an interest of three percent (3%) per month of the outstanding balance or of the maximum allowed by law, the amount that is less than the two, plus all collection expenses. The user will continue to charge the monthly rates during any period of suspension. If the User or BLACKCORE resolves this Contract, the User will have to pay the outstanding balance of his computer account according to the previous section Costs and fees payments. Accept that BLACKCORE I can bill you for those fees. BLACKCORE reserves the right to impose a reconnection fee in case of that the User be suspended and he will subsequently request access to the Service.

Accept and acknowledge that BLACKCORE has no obligation to retain the Data of the customer and that such data can be permanently deleted if your account is keeps delinquent for thirty (30) or more days.

10. Termination by expiration

This Contract begins on the Effective Date and monthly payments they will start running after the completion of the initial implementation and release of the system. The period of the Service is indefinite and can end in any moment under BLACKCORE's own criteria, in case BLACKCORE decided not continue providing the service, notify the User with a period of 30 Anticipation days. Once the initial Period (1 month) has expired, this Contract automatically renew successive periods with the same duration by applying BLACKCORE rate at that time. Both parties can solve this Contract, effective only with the expiration of the Period in force at that time, notifying the other party in writing with a minimum of five (5) business days before of the invoice date of the following period. In case of termination of this Contract (for a reason other than non-compliance), BLACKCORE will make available of the User a file with the Customer Data for a period of thirty (30) days after termination, if requested at the time of termination of the Contract, so the User may request a version of the system from BLACKCORE to query, through which you can make inquiries about some fields of the information of its appraisals and consult all the details in detail in the version of printing (PDF) of them, for which the User must cover the cost of implementation of said query version, which will be equivalent to a rate of monthly rent of the service. Accept and acknowledge that BLACKCORE does not have the obligation to keep the Customer Data and may delete such data in more than thirty (30) days after resolution.

11. Termination for justified reason

Any breach of your payment obligations or unauthorized use of the Technology or the BLACKCORE Service will imply material breach of this contract. BLACKCORE, at its own discretion, can cancel your password (s), account (s) or use of the Service if you breach this Agreement or do not comply with its terms. Accept and acknowledge that BLACKCORE has no obligation to retain the Customer Data and you can delete such data, if you have materially breached This Contract, for reasons including non-payment of pending fees, and said breach has not been remedied in a period of thirty (30) days after the notice of default.

12. Manifestations and guarantees

Each party declares that it has the legal capacity and authority to contract this Contract. BLACKCORE declares that it will offer the Service in accordance with the standards general regulations applicable to these provisions and that the Service will be carried out basically according to the BLACKCORE online help documentation at normal circumstances The User declares that he did not falsify his identity or offer false information to gain access to the Service and that your information Billing is correct.

13. Mutual compensation

You will have to exempt BLACKCORE, its licensors and each major organization, subsidiary, affiliate, manager, director, employee, legal representative and their agent of all liability arising from any claim, costs, damages and losses, losses, obligations and expenses (including fees and costs) arising from of: (i) a claim alleging that the use of Customer Data violates the third party rights or caused damage to third parties; (ii) a claim that, in case if true, it would constitute a breach of your statements; or (iii) a claim arising from breach of this Agreement by the User or of its secondary Users, provided that in that case BLACKCORE (a) notifies you in writing the claim immediately; (b) grant you exclusive control of the claim and resolution of the claim (provided that it does not resolve or allege any claim unless you exempt BLACKCORE from any responsibility unconditional and said resolution does not affect the Service or activity of BLACKCORE); (c) offer you all the information and help you have available; and (d) did not compromise or resolve said claim. BLACKCORE will have to exempt the User and his main organizations, subsidiaries, affiliates, managers, directors, employees, legal representatives and agents of these of all responsibility derived from any claim, costs, damages and damages, losses, obligations and expenses (including fees and costs) arising from: (i) a claim alleging that the Service infringes directly a copyright, a Mexican patent issued on the Date of entry into force or a trademark of a third party; (ii) a claim that, in if true, it would constitute a breach of the declarations of BLACKCORE; or (iii) a claim arising from breach of this Agreement by BLACKCORE, provided that the User notifies the claim of Immediately in writing to BLACKCORE; (b) grant exclusive control to BLACKCORE of the claim and resolution of the claim (provided that BLACKCORE does not resolve or allege any claim unless you exempt the User from all responsibility unconditionally); (c) offer BLACKCORE all the information and help available; and (d) did not compromise or resolve said claim. BLACKCORE will not be obliged to indemnify you and the User will have to indemnify BLACKCORE under this Agreement for claims derived from any breach arising from the combination of the Service with any other product, service, hardware or business process.

14. Disclaimer

BLACKCORE AND ITS LICENSORS WILL NOT DECLARE OR GUARANTEE RELIABILITY, SUITABILITY, TRUTH, ACCURACY OF DATA RECEIVED, SENT, REGISTERED OR CAPTURED BY THE USER OR THIRD PARTIES, AS WELL AS THE TOTALITY OF THE SERVICE OR ITS CONTENT. BLACKCORE AND ITS LICENSORS DO NOT DECLARE OR GUARANTEE THAT: (A) THE USE OF THE SERVICE IS SAFE, TIMELY, UNINTERRUPTED OR THAT WORKS WITHOUT ERRORS OR IN COMBINATION WITH ANOTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (B) SERVICE SATISFIES COMPLETELY ITS NEEDS OR EXPECTATIONS; (C) ANY STORED DATA IS ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY PRODUCT, SERVICE, INFORMATION OR OTHER MATERIALS ACQUIRED THROUGH SERVICE WITH A THIRD PARTY SATISFY YOUR NEEDS OR EXPECTATIONS; (E) ERRORS OR DEFECTS THAT DEPEND ON SOMEONE THIRD ARE CORRECTED; OR (F) THE SERVICE OR SERVERS AND ELEMENTS THAT POSSIBLE THE SERVICE DOES NOT CONTAIN VIRUSES OR OTHER COMPONENTS HARMFUL. THE SERVICE AND ALL ITS CONTENT ARE OFFERED TO THE USER AS IS EXCLUSIVELY. THE SERVICE AND ALL ITS CONTENT ARE OFFERED TO THE USER AS IS EXCLUSIVELY, BLACKCORE AND ITS LICENSORS RESERVE THE RIGHT TO DECIDE THAT ADEQUACTIONS, ADJUSTMENTS, UPDATES, CHANGES OF DESIGN OR USABILITY AND / OR WHICH MODULES AND FUNCTIONALITIES, INCLUDE OR NOT WITHIN THE SERVICE.

15. Internet delays

BLACKCORE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT TO THE USE OF THE INTERNET AND THE ELECTRONIC COMMUNICATIONS BLACKCORE IS NOT RESPONSIBLE FOR DELAYS, DELIVERY FAILURES OR OTHER DAMAGES CAUSED BY SUCH PROBLEMS.

16. Limitation of Liability

IN NO EVENT SHALL THE TOTAL RESPONSIBILITY OF ANY OF THE PARTIES YOU CAN EXCEED THE AMOUNTS REALLY PAID OR PENDING IN THE TWELVE PERIOD (12) MONTHS IMMEDIATELY PRIOR TO THE PRESENTATION OF SUCH CLAIM. IN NO EVENT ANY OF THE PARTIES AND / OR ITS LICENSORS WILL BE RESPONSIBLE BEFORE THIRD PARTIES OF INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, ACCIDENTAL DAMAGES, EMERGING OR OF ANOTHER TYPE (AMONG THOSE INCLUDING LOSS OF DATA, INCOME, BENEFITS, USE OR OTHER ECONOMIC ADVANTAGES) DERIVATIVES OF OR RELATED IN ANY WAY WITH THIS SERVICE, AMONG THOSE INCLUDING THE USE OR DISABILITY OF USING THE SERVICE, OR FOR ANY CONTENT OBTAINED THROUGH THE SERVICE, ANY INTERRUPTION, IMPRECISION, ERROR OR OMISSION, INDEPENDENTLY OF THE CAUSE OF THE CONTENT, EVEN IF THE PART THAT CAUSED THE DAMAGES OR LICENSORS OF SUCH PARTY WILL ADVIRT PREVIOUSLY ABOUT THE POSSIBILITY OF SUCH DAMAGES.

17. Notice

BLACKCORE may notify by general notice of the Service, message of email to your email address registered in the information LEAF account or by written communications sent by mail ordinary to the address registered in the LEAF account information. Saying notice will be considered delivered after forty-eight (48) hours after postal delivery (if sent by regular mail) or after twelve (24) hours later of the shipment (if done by email). You can send a notice to BLACKCORE (which will be considered delivered when BLACKCORE receives it) at any time by one of the following ways: letter delivered by service next-day delivery courier recognized nationally to the next Address: Paseo de Francia # 155 Interior 201, Colony 3rd section of Lomas green, in the municipality of Naucalpan, State of Mexico and with zip code 53125, go to the attention of: Sistemas Blackcore de México, SA de CV or at email contacto@blackcore.com.mx.

18. Modification of the conditions

BLACKCORE reserves the right to modify the conditions of this Contract or its policies related to the Service at any time, becoming effective Modifications once an updated version of this Agreement is published in the Service. The User will be responsible for the regular review of this Contract. The continued use of the Service after such modifications will constitute its conformity with the modifications.

19. Assignment, change of control

The User may not assign this Agreement without the prior written consent of BLACKCORE but BLACKCORE may assign it without your consent to (i) a main organization or subsidiary, (ii) an investor or (iii) a successor by merger. Remains nullified any claim of assignment that violates the provisions of this section. Any actual or proposed change of control that results in a BLACKCORE direct competitor owns or controls directly or indirectly a minimum of fifty percent (50%) of the User will allow BLACKCORE terminate this Agreement for justified reasons immediately with notice by written.

20. General

This Contract will be governed by the laws of the Mexican Republic and will be controlled by the federal legislation of Mexico. Unless BLACKCORE provides otherwise. The information or text established in any other purchase order, form or Printed document may not add or vary the terms of this Agreement. If a Court of competent jurisdiction considers a provision of this Agreement not valid or void, said provision shall be construed, to the extent possible, to reflect the intentions of the invalid or null provision, leaving the others provisions fully in force. This Agreement or the use of the Service does not imply establishment of a joint venture, partnership, subsidiary or business relationship between the User and BLACKCORE. If BLACKCORE fails to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision to Unless BLACKCORE recognizes this in writing. This Agreement, together with any Applicable order form, includes the total agreement between the User and BLACKCORE and replaces all previous negotiations, debates and agreements or current, both oral and written, between the parties involved in the subject matter in this Contract.

Questions or additional information:

If you have any questions regarding this Agreement or would like more information, send an email to contacto@blackcore.com.mx.