



END USER LICENSE AGREEMENT (EULA)

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The Software is provided "as is" and "as available." The Licensor does not warrant that the Software will operate uninterrupted or that it will be completely error-free. However, the Licensor agrees to make reasonable efforts to correct failures that are directly attributable to the Software and are notified in writing, aiming for their correction within 10 days following said notification. Likewise, the Licensor will provide technical support and maintenance as described in the service contract.

5. LIMITATION OF LIABILITY

To the maximum extent permitted by law, the Licensor (SIMPLY TRACK S.A.P.I. de C.V.) shall in no event be liable for indirect, incidental, special, consequential, or punitive

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The Licensor's total and cumulative liability to You for any claim, damage, or loss arising from this EULA shall in no event exceed the total amount paid by You to the Licensor for the Software license during the twelve (12) months immediately preceding the event that gave rise to such claim.


6. CONFIDENTIALITY AND DATA PROTECTION

Both parties undertake to maintain the confidentiality of technical, commercial, or any other information exchanged under this Agreement. Likewise, both parties declare that they will comply with the obligations established in the Federal Law on Protection of Personal Data Held by Private Parties (LFPDPPP) and other applicable regulations, ensuring the security and privacy of the information managed through the Software.

7. TERM AND TERMINATION

This Agreement enters into force the moment You accept its terms and shall remain in effect indefinitely, as long as the service relationship is maintained. The Agreement may be terminated:

- (a) By mutual written agreement of the parties;
- (b) Automatically if the Licensor loses the validity of its contracts with essential telematic providers, giving 30 days' advance notice; or
- (c) Immediately and without prior notice if You materially breach any of the obligations or restrictions set forth in this EULA.



Upon termination, You must immediately cease all use of the Software and destroy all copies of it that are in your possession or control.

8. GOVERNING LAW AND JURISDICTION

This EULA shall be governed and interpreted in accordance with the laws applicable in the Licensor's domicile. The applicable legislation shall be the Civil Code of the State of Jalisco and, for matters not covered therein, the applicable federal legislation. For the resolution of any controversy, both parties expressly submit to the jurisdiction and competence of the courts of the city of Guadalajara, Jalisco, Mexico, expressly waiving any other forum that might correspond to them by reason of their present or future domiciles.

9. INDEMNIFICATION

You (the Licensee) agree to indemnify and hold harmless the Licensor (SIMPLY TRACK S.A.P.I. de C.V.), its directors, and employees, from any claim, demand, loss, or cost (including reasonable attorneys' fees) arising out of or related to your improper use of the Software, your violation of this EULA, or any third-party claim arising from your use of the Software.

[] I have read and accept the terms and conditions of this End User License Agreement.

