
SOFTWARE-AS-A-SERVICE AGREEMENT

BETWEEN

VSBLTY MEXICO, S. DE R.L. DE C.V.

RADAR APP, S.A.P.I. DE C.V.

AND

WINKEL MEDIA, S.A.P.I. DE C.V.

DATED: JUNE 23, 2021

SOFTWARE-AS-A-SERVICE AGREEMENT

This Software-as-a-Service Agreement (“**Agreement**”), dated June 23, 2021, is by and between VSBLTY Mexico S. de R.L. de C.V., a corporation organized under the laws of Mexico and Radar APP, S.A.P.I. de C.V., a corporation organized under the laws of Mexico (hereinafter, collectively or individually, the “**Supplier**”), and Winkel Media, S.A.P.I. de C.V., a corporation organized under the laws of Mexico (hereinafter, the “**Licensee**”), hereinafter referred to, collectively or individually, as the “**Party**” or “**Parties**”.

WITNESSETH:

WHEREAS, on March 12, 2021, Cervecería Modelo de México, S. de R.L. de C.V. (“**Modelo**”), VSBLTY Groupe Technologies Corp. and Retailigent, S.A. de C.V. (“**Retailigent**”), entered a binding Term Sheet, which outlined the principal terms and conditions of the joint venture undertaking set forth in the Shareholders Agreement referenced as follows (“**Term Sheet**”).

WHEREAS, on June 23, 2021, Modelo, VSBLTY de México, S. de R.L. de C.V. and Retailigent entered into a Subscription and Shareholders’ Agreement (the “**Shareholders Agreement**”) to set forth their respective rights and obligations as shareholders of the company Winkel Media, S.A.P.I. de C.V.

WHEREAS, it is the intent of the Parties that Licensee shall have the right to use, display distribute, commercialize, and exploit in any manner the Licensed Technology pursuant to the terms

of this Agreement and Supplier agrees to grant Licensee the rights set forth herein with respect thereto.

NOW, THEREFORE, in consideration of the payments as provided for in this Agreement, and those covenants and promises contained herein and in the Shareholders Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**ARTICLE I
DEFINITIONS**

1.1 For purposes of this Agreement, the following terms have the meanings set forth below:

“Business” has the meaning assigned to that term in the Shareholders Agreement.

“Business Day” has the meaning assigned to that term in the Shareholders Agreement.

“Confidential Information” means all information, documents and materials regarding the Technology, the Business and the business of either party that are identified in writing by the owning Party to be confidential information or which a Party should reasonably believe to be confidential information of a Party, including business plans, formulas, know-how, trade secrets, data bases, software, financial information including projections and budgets, pricing strategies and other pricing information, marketing plans, research and consumer insights, the names and backgrounds of key personnel, personnel policies, plans, training techniques and materials, organizational strategies and plans, consulting information, customer agreements and information (including for distributors or retailers), names and terms of arrangements with vendors or suppliers, or other similar information, all of which includes all non-public data, information, documents and materials delivered to the Parties.

“Extension Period” has the meaning assigned to that term in the Article 5.1 herein.

“Initial Term” has the meaning assigned to that term in the Article 5.1 herein.

“Intellectual Property” means (i) trademarks, service marks, trade dress, trade names, commercial image, Internet domain names and other indicia of origin, all applications and registrations for the foregoing, and all goodwill associated therewith and symbolized thereby, including all renewals of same (the “Trademarks”); (ii) inventions and discoveries, whether patentable or not, and all patents, registrations, invention disclosures and applications therefor, including divisions, continuations, continuations-in-part and renewal applications, and including renewals, extensions and reissues; (iii) trade secrets and confidential information and know-how, including processes, schematics, business methods, formulae, drawings, prototypes, models, designs, customer lists and supplier lists, in each

case, that constitute trade secrets under applicable Law; (iv) published and unpublished works of authorship, whether copyrightable or not (including databases and other compilations of information), including mask rights and Software, copyrights therein and thereto, registrations and applications therefor, and all renewals, extensions, restorations and reversions thereof; and, (v) any other intellectual property rights to the extent entitled to legal protection under applicable Law.

“Information Technology” means computers, Software, firmware, middleware, servers, workstations, video cameras, routers, hubs, switches, data communications lines and all other information technology equipment and resources and all associated information, documentation, and materials.

“Licensed Technology” means the Preexisting IP and IT consisting in all Intellectual Property and Information Technology owned by the Supplier that were developed, created, conceived, or reduced to practice by (or on behalf of) the Supplier prior to June 17, 2021 and the Preexisting Third Party IP and IT as a stand-alone, that are included in, utilized with, or used to develop, deploy, or operate the Technology and the Business, and specifically the Supplier’s Data Captor and Vision Captor, Radar App and Radar Sync software programs.

“New IP and IT” has the meaning assigned to that term in the Shareholders Agreement.

“Preexisting IP and IT” means all Intellectual Property and Information Technology owned by the Supplier that were developed, created, conceived, or reduced to practice by (or on behalf of) the Supplier prior to June 17, 2021, that are included in, utilized with, or used to develop, deploy, or operate the Technology and the Business, and is described in **Exhibit “I”** of this Agreement.

“Preexisting Third Party IP and IT” means any existing Intellectual Property or Information Technology prior to June 17, 2021, owned by third parties included in, utilized with, or used to develop, deploy, or operate the Preexisting IP and IT for the Technology and the Business, and is described in **Exhibit “II”** of this Agreement.

“Shareholders Agreement” has the meaning assigned to that term in the Recitals.

“Software” means any computer software, programs, and databases in any form, including object code, binary code, operating systems and specifications, all versions, updates, corrections, enhancements, and modifications thereto, and all related documentation, developer notes, comments, and annotations.

“Technology” means a data-driven retail advertising regional networks, including a retail data analytics platform, using the innovation of computer vision and machine learning technology to

increase safety and brand value within the Business' Territory, comprised by any and all intellectual property and information technology, namely trade secrets, Software, databases copyrights, patents, utility models, industrial designs and trademarks, through which it is and will be protected (i) that is or will be included in, utilized with, or used to develop, or operate the Business; (ii) that otherwise may be useful in developing or operating the Business.

"Territory" has the meaning assigned to that term in the Shareholders Agreement.

"Third Party" means any person other than Supplier and its affiliates and other than Licensee and its affiliates.

"Unit" means the stores (each a "Unit") that form part of the Regional Network integrated in the Business and in which the Technology and Licensed Technology will be utilized in.

Any other capitalized terms used in this Agreement, in any Exhibit or Schedule of this Agreement but not otherwise defined therein shall have the meaning as defined in the Shareholders Agreement.

1.2 Construction

(a) Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms "hereof," "herein," "hereby" and derivative or similar words refer to this entire Agreement; (iv) the terms "Article," "Section," "Schedule" or "Exhibit" refer to the specified Article, Section, Schedule or Exhibit of this Agreement, unless otherwise specifically stated; (v) the words "include" or "including" shall mean "include, without limitation" or "including, without limitation;" and (vi) the word "or" shall be disjunctive but not exclusive.

(b) Unless the context otherwise requires, references to agreements and other documents shall be deemed to include all subsequent amendments and other modifications thereto.

(c) Unless the context otherwise requires, references to statutes shall include all regulations promulgated thereunder and, except to the extent specifically provided below, references to statutes or regulations shall be construed as including all statutory and regulatory provisions consolidating, amending, or replacing the statute or regulation.

(d) The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party. This Agreement is the joint drafting product of the Parties hereto and each provision has been subject to negotiation and agreement and shall not be construed for or against any Party as drafter

thereof.

- (e) References to any Party include the affiliates, successors and permitted assigns of that Party.

ARTICLE II GRANT OF LICENSE

2.1 License. Subject to the terms and conditions of this Agreement, Supplier hereby grants to Licensee an irrevocable, sublicensable to Units, perpetual, worldwide, license to use, display, distribute, commercialize, and exploit in any manner the Licensed Technology, included in, utilized with, or used to create, develop, deploy, manage, or operate the Technology and the Business within the Territory.

2.2 Representations and Warranties. Supplier represents and warrants that, to the best of its knowledge, information and belief, the Licensed Technology is valid, in good condition, and in full force and effect and that Supplier owns and possesses all rights, titles, and interests in the Preexisting IP and IT; and, therefore, is the sole and unrestricted owner of such Preexisting IP and IT including all know-how, trade secrets, and other related confidential information, and that Supplier has the right to use, exploit and grant licenses and authorizations without restrictions over the Licensed Technology that is necessary for, or is otherwise material to, the conduct and operation of the Technology and the Business.

Supplier represents and warrants that it has taken all necessary and appropriate actions to maintain and protect each material item of the Preexisting IP and IT that it owns and that it has all and any required permits, authorizations, and rights from any Third Party in connection with the Preexisting Third Party IP and IT included in the Licensed Technology to execute this Agreement and to fulfill any of its obligations thereof, and that each item of the Preexisting Third Party IP and IT included in the Licensed Technology is available for use by Licensee as a stand-alone in the terms and conditions set forth in this Agreement and the Shareholders Agreement.

Supplier represents and warrants that it is in sufficiently good working condition to perform all information technology operations and that has sufficient licensed capacity (whether in terms of authorized sites, units, users, seats, or otherwise) for all Licensed Technology, in each case as necessary for the operation of the Technology and for the Business of the Licensee as currently conducted or contemplated to be conducted, including as to the capacity, scalability, and ability to process current and anticipated peak volumes in a timely manner.

Supplier shall provide Licensee with any and all available information, documents, materials and necessary support required for the good performance of the Licensed Technology.

2.3 Ownership Acknowledge. Licensee recognizes that the Preexisting IP and IT is the property of, and all rights thereto, are owned by Supplier, and that it has no right, title, or interest in, to or under the Preexisting IP and IT. Licensee also acknowledges that trade secrets of Supplier are valuable and confidential to Supplier, and that its use and disclosure must be carefully and continuously controlled.

2.4 IT Expert Review. All Licensed Technology is subject to the review and analysis of an IT expert, that will be bound by confidentiality provisions no less rigorous than those set forth in paragraph 2.10 below to be appointed by the Parties to determine if such Licensed Technology is sufficient and adequate for the operation of the Technology and for the needs of the Business. The Parties agree to submit all reasonable information requested by the IT expert in connection with the Licensed Technology. Licensee shall execute an NDA with such IT expert so as to adequately protect all information provided to referred IT expert.

2.5 Status. Supplier shall keep Licensee reasonably apprised of the status of all applications, registrations and means of protection of the Licensed Technology and any significant actions with respect thereto.

2.6 Protection of Licensed Technology. Supplier, consistently with the provisions of this Agreement, shall use its commercially reasonable efforts to protect the Preexisting IP and IT. Each Party shall from time to time, as soon as reasonably possible after learning of the facts or law relating thereto, notify the other Party of any federal, state, local or other filing that may be deemed necessary, appropriate, or advisable to protect the Preexisting IP and IT.

2.7 Trademark License. Supplier grants Licensee a limited right to use the Supplier's trademarks, trade names, symbols, brand names, logos and other proprietary indicia ("**Marks**") as reasonably necessary to use the Preexisting IP and IT in accordance with the terms of this Agreement.

2.8 Ownership of the Marks. Licensee acknowledges and agrees that Supplier owns all right, title and interest in its Marks and the goodwill associated with its Marks, and that any use of Supplier's Marks by Licensee and any goodwill associated with such use shall inure to the benefit of the Supplier. Licensee agrees not to register or attempt to register the Supplier's Marks or, cause the Supplier's Marks to be registered or attempt to be registered.

2.9 Data Backup and Recovery. Supplier (i) shall maintain commercially reasonable backup and data recovery, disaster recovery, and business continuity plans, procedures, and facilities; and (ii) shall act in compliance, in all material respects, therewith.

2.10 Confidentiality. Supplier shall take and implement all the protection measures applied to keep confidential all Confidential Information related to the Licensed Technology including the secrecy and value of the know-how and all trade-secrets part of the Preexisting IP and IT, the Technology, and the Business.

Licensee shall safeguard the Licensed Technology and its related materials with that degree of normal due care commensurate with reasonable standards of industrial security for the protection of Confidential Information including know-how, trade secrets and proprietary information, so that no unauthorized use is made of them and no disclosure of any part of their contents is made to anyone other than Licensee's employees, agents, consultants or any other person whose duties reasonably require such disclosure, or as necessary in the ordinary course of business. Supplier and Licensee shall make all persons fully aware of their responsibility to fulfill the obligations they have under this Agreement.

2.11 Notification of Unauthorized Use or Disclosure and Defense of Licensed Technology. Each Party shall promptly notify the other Party in writing upon its discovery of any allegedly unauthorized use or infringement of the Licensed Technology. If an action is brought regarding such allegedly unauthorized use, infringement or disclosure, the notifying Party shall cooperate and provide all available information and assistance that the other Party may request (at no expense to the notifying Party) in connection with any such claim, action, suit or proceeding.

Furthermore, the Parties shall cooperate and consult in good faith to determine, on a case-by-case basis, the best means by which to address any unauthorized use, infringement, or suspected infringement of the Licensed Technology; provided that Supplier has the final right to make determinations of this nature, including commencing or defending litigation or settling a dispute.

2.12 Licensed Technology Carve-Out. If Supplier and/or its subsidiaries enter into any agreements that subject the Preexisting IP and IT to a lien, such agreements will include a carve-out that such lien does not cover the Licensed Technology owned by Supplier in accordance with the Shareholders Agreement. The above is in the clear understanding that for the purpose of this Agreement this restriction will only apply with respect of the Licensed Technology owned by Supplier and any other Supplier's IP or IT right that are used by Licensee for the operation of the Technology and the Business.

ARTICLE III SUBSCRIPTION PROCESS

3.1 Units. All Licensed Technology is hosted by Supplier's parent companies in the Microsoft Azure infrastructure, mirrored in several countries worldwide and AWS (Amazon in the United States

of America), and is offered under a “Software as a Service” (SaaS) subscription model using a monthly, recurring fee model, which includes access to the Software, hosting, support, maintenance, and rights to new versions. Supplier shall grant use of the Licensed Technology to each and any Unit by subscribing and registering the corresponding Unit of the Regional Network under the license granted herein, provided that the correspondent Unit Subscription Form is submitted by Licensee.

3.2 Submission of Units. Licensee shall submit to Supplier, on a monthly basis, the Unit Subscription Form referred to in Exhibit “IV” of this Agreement. Unit Subscription Forms shall be sent via electronic email to the attention of Supplier’s designated recipient, listed in Exhibit “III” and shall clearly identify the Preexisting IP and IT and the Preexisting Third Party IP and IT that comprises the Licensed Technology as a stand-alone, by country, and, if registered, by Unit registration number or Unit Number and IP Address, and shall include any and all additional information needed, such as the project description and main functionalities, e-mail of each Unit, telephone number and name of responsible person of each Unit, how the project is protected and if the project is a trade secret, the means of confidentiality protection and all information that shall be protected by the Licensee, all distinctive signs (and active registrations per jurisdiction within the Territory) used to identify the project, if any, the specification related to any open-source IP or IT involved in the project, as well as any other useful information.

In addition to the above, Supplier shall provide Licensee any and all information necessary to identify the owner(s) of the Preexisting Third Party IP and IT, specifying the parties of the license agreement(s) executed, if any, its/their execution date and expiration, any renewal clause, if it/they comprise a sub-license clause, and any and all information useful to identify and confirm legal use of all listed Preexisting Third-Party IP and IT as a stand-alone and its utility for the operation of the Technology and for the Business.

3.3 Order, Acceptance and Notification. All orders for the Licensed Technology to be used by a Unit shall be placed by Licensee directly with Supplier in accordance with the following purchase order requirements:

- Unit registration number/Unit Number.
- IP Address.
- Unit’s contact Information: address, telephone number, emails.
- Name of responsible of each Unit.

The purchase order shall provide all relevant information, including, without limitation, the Licensed Technology order, the identity of the Unit, the address and telephone number of the Unit and the corresponding emails for contact purposes.

3.4 Set-Up/Customer Training. All needs assessments, implementations, installations, customizations, and all training of Units shall be determined by the Parties.

3.5 Maintenance fees and Protection of Licensed Technology. Supplier shall (i) pay or cause to be paid all maintenance fees and take or cause to be taken such other reasonable actions, in each case, necessary to maintain updated the Licensed Technology and in force all the registrations and means of protection of the Preexisting IP and IT; and (ii) diligently prosecute any applications for registration with respect to the Preexisting IP and IT that are pending before any agency and/or authority as of the date hereof and are referenced in Schedule 3 of the Shareholders Agreement.

If Supplier fails to perform its obligations under this Clause, Licensee may take any such actions at its sole cost and expense, in which case Supplier shall reasonably cooperate with Licensee in such actions, at the expense of Supplier. If requested by Licensee, Supplier shall designate Licensee as its agent with respect to any of the foregoing maintenance obligations, including the payment of maintenance fees and filing of documents before any agency and/or authority.

3.6 Maintenance and Support Services of Licensed Technology. This Agreement includes maintenance and support services in connection with the Licensed Technology. The use and installation of any updates, upgrades or patches Licensee may receive from Supplier in connection with Licensee's use of the Licensed Technology, shall also be subject to and governed by the terms of this Agreement and the Shareholders Agreement.

In performing the maintenance and support services, Supplier undertakes the responsibility to (i) comply with all applicable legislation in the Territory in which it will perform its services; and (ii) ensure that all its employees, affiliates, agents, or resellers observe and comply with the terms of this Agreement.

Supplier represents and warrants that the personnel that will render the maintenance and support services has the capabilities, experience, and qualifications to perform such services within the terms and conditions of this Agreement and in accordance with good industry practices.

Supplier or any of its employees, affiliates, agents, or resellers, shall not, without notifying Licensee, knowingly insert into the Licensed Technology, to provide the maintenance and support services or any other action, any code or other device that is designed to disable, damage, erase, delay or otherwise shut down all or any portion of the services or the hardware, Software or data used in providing the services.

3.7 Technical Assistance. Licensee may request, at any time, that Supplier provide it with technical assistance in the marketing, installation, operation and/or support of the Licensed

Technology. Upon receipt of such request, Supplier shall use commercially reasonable efforts to provide such assistance. The fees related to such technical assistance are comprehended in the Licensing Fees set forth in this Agreement.

**ARTICLE IV
LICENSING FEES**

4.1 Licensing Fees. Licensee shall pay Supplier the fee referred to in Exhibit "III" of this Agreement for each Unit registered to Supplier's Regional Network comprising the Licensed Technology utilized with, or used to develop, deploy, or operate the Technology and the Business. The licensing fee shall be considered as one, but its payment shall be done to the correspondent supplier in terms of the "Exhibit III".

The fee referred in Exhibit "III" of this Agreement includes all taxes, duties, and other governmental charges. Licensee must pay on a monthly basis the above amount in arrears within a term of 30 (thirty) days upon receipt of each Supplier's invoice comprising any and all Units that are effectively using the Licensed Technology.

The parties agree that the Licensing fees referred to in Exhibit "III" of this Agreement, shall be reviewed by the parties, on a volume-based basis of Units registered to Supplier's Regional Network, on the 24th (twenty fourth) month, from the date of execution hereof, to agree if any adjustment is necessary.

The entire risk as to the quality and performance of the Licensed Technology remains with Supplier. Licensee recourse in the event of any dissatisfaction with the Licensed Technology or any losses and damages caused to Licensee, is subject to Article VII below.

4.2 Currency and Manner of Payment. All amounts payable by Licensee to Supplier pursuant to this Agreement, shall be dischargeable only by payment in U.S. dollars, or its equivalent in Mexican pesos. For such purpose, the parties shall use the conversion rate "*Tipo de cambio para solventar obligaciones denominadas en dólares de los EE.UU.A., pagaderas en la República Mexicana*" published by *Banco de Mexico* in the Official Gazette on the date that such amounts are payable. All payments by Licensee to Supplier shall be made to a financial institution designated by Supplier in the form and manner specified by Supplier.

**ARTICLE V
TERM AND TERMINATION**

5.1 Term. The term of this Agreement shall commence on the date hereof and shall continue in

force for the following 24 (twenty four) months (the “**Initial Term**”).

Notwithstanding the above, (i) the Parties agree that the Company will have the right to extend the term of this Agreement for an additional period of two years if the Shareholders Agreement terminates, for any reason (the “**Extension Period**”). The Company will have 15 (fifteen) days to notify the Supplier of its intention of extending the term of this Agreement. In this case, the Agreement will be renewed in the exact same terms and conditions governing the Agreement at the time the Extension Period is exercised.

After the Initial Term and/or the Extension Period, as applicable, this Agreement will be automatically renewed for successive periods of 3 (three) months unless Licensee stipulates otherwise through prior written notice to Supplier with, at least, 30 days in advance to the renewal date.

5.2 Termination In the event of a material breach of any provision of this Agreement, the non-breaching party may terminate this Agreement by giving 30 days prior written notice to the breaching party; provided, however, that this Agreement shall not terminate if the breaching party has cured the breach prior to the expiration of such thirty (30) day period, or if such breach cannot be cured within such thirty (30) day period, the breaching party has taken steps within such thirty (30) day period to the reasonable satisfaction of the non-breaching party to cure the breach and thereafter cured such breach as soon as possible, but in no event more than thirty (30) days thereafter. Breach of Licensee’s obligations under 2.3 and 4.1 above shall be considered material breaches of this Agreement.

Except as provided in this Article 5.1, or unless the mutual agreement of the Parties, the Parties acknowledge and agree that they shall have no right to terminate this Agreement notwithstanding any breach of this Agreement by the other Party, at any time. The Parties retains only the right to bring a claim against the other Party for damages (to the extent established in Article VII below) or to seek any other remedies available to it at law for any claimed breach, but excluding any remedies that would seek to terminate, or result in the termination of this Agreement, except as expressly established herein.

Provided that Licensee is not in breach of any provision of this Agreement, Licensee shall be entitled to continue using the Licensed Technology for a transition period of one hundred and eighty (180) days. The Licensee shall continue paying the Licensing Fees with respect to any and all active Units and all relevant terms of this Agreement shall continue to apply to such Units.

ARTICLE VI INDEMNIFICATION

6.1 Licensee agrees to indemnify and hold Supplier harmless, and defend at its expense, any action brought against Supplier, by Licensee infringing any intellectual property rights of any Third

Parties with regards to the use of the Licensed Technology.

6.2 Supplier warrants that, to the best of its knowledge, information and belief, the use and exploitation of the Licensed Technology does not infringe any patent, copyright, trademark or any other Intellectual Property or Information Technology rights in the Territory or elsewhere, and Supplier shall indemnify, defend and hold Licensee harmless against any and all actions, losses, damages and expenses, (including attorney's fees and other costs of defending any action), which Licensee may sustain or incur as a result of a breach of this warranty.

6.3 Supplier warrants that the Licensed Technology does not generate or create any database with the information obtained with the Licensed Technology or compare such information against any data base or registries. Supplier is in no way authorized to extract the information generated by the Licensed Technology from its day to day operation.

6.4 Supplier warrants Licensee that the Licensed Technology shall execute the functionalities described in Exhibit 3 and that the media on which the Licensed Technology is provided will be materially free from defects in material and workmanship under normal use. Supplier warrants that the Licensed Technology shall not be interrupted, and that the operation of the Licensed Technology will be error free.

These warranties are void if (i) failure of the Licensed Technology has resulted from accident, abuse, unauthorized use or misapplication; (ii) the Licensed Technology has not been properly installed, operated, repaired or maintained in accordance with the instructions supplied by Supplier; or (iii) the Licensed Technology was used on or in conjunction with hardware or software other than hardware and software with which the Licensed Technology was designed to be used as described in the documentation and instructions that the Supplier shall properly provide to the Licensee.

In the event of a breach of this warranty, Supplier's obligation shall be, at its sole discretion, to replace or repair the Licensed Technology or component thereof that does not meet the foregoing warranty, free of charge. Any replacement or repaired component will be warranted for a period of 90 days.

Except as expressly set forth herein and in the Shareholders Agreement, neither Party is providing any other express or implied warranties under this agreement, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

6.5 In the event of any inconsistency between the indemnity clause of this Agreement and the indemnity clause of the Shareholders Agreement, the indemnity clause in the Shareholders Agreement shall control.

**ARTICLE VII
LIMITATION OF LIABILITY**

7.1 Under no circumstances whatsoever (except for any responsibility for breach under articles 6.2 and 9 hereof) will either party be liable under any theory of liability for special, punitive, incidental, or consequential damages, even if such party has been advised of the possibility or likelihood of such damages.

**ARTICLE VIII
GOVERNING LAW AND JURISDICTION**

8.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Mexico.

8.2 Jurisdiction. The Parties irrevocably consent that any dispute, controversy, or claim arising out of or relating to this Agreement shall be subject to the jurisdiction referred to in the Shareholders Agreement.

**ARTICLE IX
DATA PRIVACY**

9.1 The Parties agree that the personal data obtained by the Technology and the Business in the Units by Licensee in the Territory defined in the Shareholders Agreement, consist solely of the personal image of the customers of said stores, without providing any other additional data to Licensee or to the operator of the stores or to any third parties, this data does not allow the identification of a particular subject, beyond their gender or physical characteristics for commercial prospecting purposes, therefore, it is considered as anonymized or disassociated data.

9.2 Under no circumstances, except previously agreed in writing by the Parties, Licensee may use the information obtained with the Technology and the Business for purposes other than those of generating the reports necessary for the commercial prospecting, internal use, business/corporate purpose of Licensee and statistics analysis that Modelo requires, nor may they implement any other algorithm or technology that allows identifying individuals in particular, since this would imply the obligation to inform the data owners and obtain their express consent when dealing with personal data considered "sensitive" as defined by the personal data applicable law to the Territory (hereinafter the "**Data Law**"). In no way may the images captured by the Technology be marketed or disclosed to third parties outside the Parties in accordance with the Data Law.

9.3 In the event that the Parties agree to provide whichever services arising from the Technology

and the Business to third parties, Licensee shall agree with such third parties that may have access to said information since it is disassociated information, which is not subject to the Data Law. The Parties agree that any agreements entered into with any third parties in connection with the Technology and the Business, which shall be in accordance with the Data Law, shall further provide at least (i) that such third party is only authorized to use the information exclusively for commercial prospecting, internal use and statistics analysis, and (ii) negative covenants prohibiting commercialization, distribution and disclosure of the images and information obtained by the Technology and the Business, or as otherwise agreed in writing by the Parties

**Article X
MISCELLANEOUS**

10.1 Headings. The captions used in this Agreement are for convenience of reference only and shall not affect any obligation under this Agreement.

10.2 Counterparts. This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts, taken together, shall constitute one and the same instrument. This Agreement may not be amended except by an instrument in writing signed by both Parties.

10.3 Notices. Any notice, claims, requests, demands, or other communications required or permitted to be given hereunder shall be in writing and will be duly given if: (a) personally delivered; (b) sent by e-mail; or (c) sent by Federal Express or other reputable overnight courier (for next Business Day delivery), shipping prepaid as follows:

if to VSBLTY: Insurgentes Sur No. 1748, Desp. 401
Col. Florida, C.P. 01030, CDMX
Attention: Sergio Arnedo
Telephone: 55 4499 5637

if to Radar: Calle Esteros No. 34
Col. Las Águilas, Alcaldía Álvaro Obregón
C.P. 01710, CDMX
Attention: Alejandro Chico García
Telephone: 5589361539
E-mail: achico@radarappsecurity.com

if to Licensee: Boulevard Manuel Avila Camacho, #170, Piso 4, Col Reforma
Social, Alcaldía Miguel Hidalgo, C.P. 11650, Mexico City

Attention: Rodrigo Velasco
Telephone: 5591967427
E-mail:

10.4 Severability. To the extent that any provision of this Agreement is invalid or unenforceable in the Territory or any country or other area of the Territory, this Agreement is hereby deemed modified to the extent necessary to make it valid and enforceable within such country or area, and the Parties shall promptly agree in writing on the text of such modification.

10.5 Successors and Assigns; Third Party Beneficiaries. This Agreement is binding upon and shall inure to the benefit of the Parties hereto and their affiliates, successors, and permitted assigns. The parties agree that VSBLTY México, S. de R.L. de C.V. may assign its rights and obligations hereunder to either of VSBLTY Groupe Technologies Corp. or VSBLTY, Inc. Nothing in this Agreement shall give any other Third Party any legal or equitable right, remedy or claim under or with respect to this Agreement or the transactions contemplated hereby.

10.6 Amendment of Exhibits. Exhibits I and II of this Agreement shall be amended to reflect any Preexisting IP and IT and any Preexisting Third Party IP and IT, added, removed from or deemed to be removed from such Exhibits pursuant to the terms of this Agreement.

10.7 Warranty. Each Party represents and warrants that it has full power to enter into this Agreement, to carry out the obligations herein, and to grant the rights granted herein, and further represents and warrants that its performance of this Agreement does not and shall not breach any agreement by which such Party is bound.

10.8 Entire Agreement. Except as expressly set forth herein, this Agreement (including all Exhibits) and the Shareholders Agreement contain the entire agreement between the Parties with respect to the subject matter hereof and thereof and supersedes all prior and contemporaneous agreements, negotiations and understandings, oral or written, with respect to such matters. In the event of (a) any inconsistency between the statements in the body of this Agreement and the Exhibits, the statements in the body of this Agreement shall control, and (b) any inconsistency between the statements in this Agreement and the Shareholders Agreement, the statements in the Shareholders Agreement shall control.

[Signature pages follows]