



ARGENTINA & MEXICO PURCHASE ORDER TERMS AND CONDITIONS

These terms and conditions apply if there is not a negotiated agreement between the two parties. If there is an agreement, the terms of the agreement override these terms.

Payments. BMC will be invoiced upon delivery and acceptance for fees and reimbursable expenses, if any, payable hereunder. Invoiced amounts will be due and payable within sixty (60) days after receipt of a correct and undisputed invoice. Invoices received without a valid PO will be returned. All invoices submitted for payment must include a detailed description of goods and/or services and a valid BMC Purchase Order number.

Acceptance and Completion Criteria. Acceptance Criteria – Contractor will deliver all requirements contained on this purchase order. The BMC representative will either accept or reject Contractor's delivery of services or deliverables. BMC will not reimburse Contractor, or be liable for Services or Deliverables that are rejected.

Completion Criteria – The Contractor's obligations under this purchase order will be completed when any one of the following first occurs: Contractor satisfies the above Acceptance Criteria and completes the requirements of this purchase order or the purchase order is terminated.

Termination. At the sole discretion of BMC, this purchase order or portions of this purchase order may be cancelled at any time by providing written notice to Contractor. In the event of such cancellation, and as requested by BMC, all work will immediately cease and payment for services rendered through the termination date will be paid in full.

Representations and Warranties. Contractor represents and warrants that it owns or has properly licensed all intellectual property that is used to perform the services herein.

All tangible deliverables will be considered "works made for hire" and ownership of such intellectual property will belong to BMC. All deliverables, including those prepared prior to the signing of this purchase order are owned by BMC.

Insurance. Contractor shall obtain and keep in force during the term of this Agreement all insurance reasonably required by BMC, including, without limitation, the insurance set forth as follows: a) Workers' Compensation and related insurance in such form and for such amounts as prescribed by the laws of the State(s) in which Contractor does business and/or in which Services are performed; b) Employer's Liability insurance providing coverage of not less than US\$1,000,000 per occurrence/aggregate protecting against suits by or on behalf of employees (including employees traveling) not otherwise covered by statutory worker's compensation insurance; c) Comprehensive or commercial general liability insurance providing coverage of not less than one million dollars US\$1,000,000 per occurrence combined single limit and two million dollars (US\$2,000,000) general aggregate, including (i) contractual liability coverage for the indemnification obligations contained herein, (ii) coverage for the use of contractors or subcontractors, (iii) products liability and completed operations coverage effective including all warranty periods stated in this purchase order or two years, whichever is greater, and (d) broad form property coverage (electronic data processing equipment and media), and not containing an exclusion for explosion, collapse and under- ground coverage; d)

Comprehensive motor vehicle liability insurance, including coverage for owned, hired, leased, rented and non-owned vehicles providing coverage of not less than one million dollars (US\$1,000,000) combined single limit for bodily injury, including death, and/or property damage; e) Cyber Liability coverage, including liability for network security, introduction of corrupting or harmful software code, unauthorized access, loss of data and/or Personally Identifiable Information, in the amount of five million dollars (US\$5,000,000) for each occurrence; and f) Professional Liability including Electronic Errors and Omissions insurance covering the effects of errors and omissions in the performance of professional duties in the amount of five million dollars (US\$5,000,000) for each occurrence and in the aggregate associated with Services performed under this purchase order.

All such insurance shall be with an insurance provider/underwriter with at least an A rating (as defined by A.M. Best) acceptable in all respects to BMC and authorized to do business in the state, county and city in which the services are to be performed. Contractor shall deliver a certificate evidencing each insurance policy to BMC naming BMC as an additional insured for items (c) and (e) above within 10 days after the receipt of this purchase order by contractor.

Each such insurance policy shall contain a covenant by the issuing company that at least 30 days' advance written notice be provided to BMC prior to cancellation, non-renewal, or material modification to limits or coverage and contain a waiver of subrogation in favor of BMC, BMC's agents, employees and customers. Contractor will have policy endorsed to provide that Contractor insurance is primary in the event there is other valid and collectible insurance.

Confidential Information. Each party will keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to that party or its agents and any other confidential information concerning the disclosing party's business or its products which the receiving party may obtain and the receiving party will restrict disclosure of such confidential material to such of its employees, agents or subcontractors as need to know the same for the purpose of discharging the receiving party's obligations to the disclosing party and will ensure that such employees, agents or subcontractors are subject to like obligations of confidentiality as bind the receiving party. No personal data shall be provided to the Contractor under this purchase order.

Personal Data Protection. BMC makes available to its Customers, Subcontractors and the general public its Privacy Policy obtainable at <http://www.bmc.com/content/dam/bmc/corporate/politica-de-privacidad-de-bmc-mexico.pdf> and <http://www.bmc.com/legal/privacy/>. In the event that either party for the purpose of the celebration of the Agreement or this Amendment exchange("Personal Data"), both parties agree that may at any time revoke, grant, modify or update their consent granted under the mutual disclose of such Personal Data, limiting its use and mentioned disclosure in accordance with the scope of this Amendment or the Agreement. Both parties confirm their ability to exercise their rights of Access, Rectification, Cancellation and Opposition



(hereafter "ARCO rights ") provided in the Mexican personal data protection Law "Ley Federal de Protección de Datos Personales en Posesión de los Particulares" otherwise ("LFPDPPP"). The procedures that BMC has implemented for the exercise of mentioned ARCO rights may be known by contacting to BMC's Personal Data Department to: privacy@bmc.com to know global policies and with Mr. Rafael Vargas, to phone 52845734 and email rafael_vargas@bmc.com to know Mexican policy.

Assignment. The Contractor will not be entitled to assign this purchase order or any part of it without the prior written consent of the BMC.

Labor Labor and Social Liability. Subcontractor agrees to act under its own risk, as an independent supplier, with full administrative direction and technical autonomy by using its own means and resources.

The Subcontractor acts as an established company with own sufficient elements to meet the obligations acquired under this Agreement and agrees and recognizes that the provision of Subcontract Services object of this Agreement does not fall within the cases of Articles 10 ° and 13 ° of Mexican Federal Labor Law ("Ley Federal del Trabajo" otherwise "LFT"), under which the Subcontractor and its personnel is not considered to be subject to direction, supervision, training, dependency or subordination of any kind by BMC, so that each party shall be responsible for compliance with their respective obligations as an employer in accordance with the Mexican Labor and Social Security ("Ley del IMSS") applicable Laws.

The Subcontractor shall be responsible for the supervision, management, training, control and compensation of its personnel, even when such personnel worked in BMC's facilities, which cannot be understood as creating any relationship between the parties by reason of: labor, joint venture, association or any other agency. Therefore neither party will represent each other in the performance of its legal, contractual obligations, or the assumption of liabilities or obligations arising from Law.

Under the provisions of the preceding paragraph, Subcontractor agrees to release and hold safe and indemnify BMC against any claim or lawsuit made by any employee or service provider of the Subcontractor or any third party outsourced by Subcontractor, and hold BMC safe from any claim of any authority arising out of the performance or breach of labor and social security obligations as an employer.

The Subcontractor agrees to perform the Subcontract Services in the manner, terms and conditions agreed to in this Agreement and its Annexes, under strict principles, responsibility and direction, using the resources which are necessary for optimum performance of the Subcontract Services within the scope of this Agreement.

The Subcontractor expressly acknowledges its sole responsibility arising from employer obligations imposed by labor, tax, civil and criminal laws or any other law in respect of Subcontractor's personnel that has been appointed or designated for the provision of the Services referred in this Agreement and its Annexes, therefore Subcontractor, is binded to hold BMC harmless and safe from any claims that come from its employees or suppliers, since neither the personnel of Subcontractor nor any third party outsourced by the Subcontractor are subject to any direction, dependence or subordination of BMC.

Likewise, Subcontractor agrees that in the event that any of its employees, outsourced employees or any suppliers suffered an accident from any cause, during the provision of the Services, the Subcontractor agrees to be solely responsible for undertaking any liability and cover the medical expenses, hospitalization, rehabilitation, temporary or permanent disability, medication or treatment materials, prosthetic and orthopedic appliances or necessary, compensation, funeral expenses, or any other that is generated by the accident suffered by any of its employees, holding BMC all times safe of any liability or any responsibility arising from mentioned accidents. The Subcontractor will be liable in any time during the Term of this Agreement under Title Ninth of Mexican Federal Labor Law ("Ley Federal del Trabajo") otherwise ("LFT"). The subcontractor accepts and agrees that the execution, performance and termination of labor contracts agreed with its personnel or employees, shall strictly comply with Subcontractor's labor obligations as true and unique Employer of mentioned employees and/or outsourced employees, holding BMC safe and harmless from any labor, tax, and social security responsibility. The subcontractor agrees to be solely responsible for payment of the obligations imposed by IMSS and INFONAVIT imposed by its directly or indirectly hired personnel in the performance of the Subcontract Services commissioned by BMC under this Agreement. Subcontractor commits to keep its personnel Subcontractor valid mexican legislation. The payment of IMSS fees regarding Labor Risk Insurance from Subcontractor's employees shall be calculated based on the risk premium according to the employee's activity or in accordance to the Subcontract Services activity that will be assigned to BMC, so BMC will be excluded from any liability arising from the failure of payment of such fees. BMC may at any time without notice to Subcontractor request a copy of the documentation verifying compliance with its obligations as stated in this section, so that the Subcontractor shall have at all times relevant documentation completed and updated. The subcontractor is binded to BMC to timely display the documentation for monthly or bimonthly payment of fees regarding obligations stated in this section within the immediately preceding payment period where it must appear all employees engaged for the provision of the Subcontract Services commissioned by BMC and provided by the Subcontractor. In case of breach of the terms listed in this section, it will be understood as a termination cause to this Agreement without any liability of BMC and without judicial injunction. In the event that BMC received an IMSS payment requirement after the termination of this Agreement, due to Subcontractor's failure in the payment of social security labor-employer contributions, or otherwise arising from the scope of this Agreement, then Subcontractor should take full responsibility for mentioned requirement and accept regardless of the cause of termination of the Agreement, that such payment obligation shall survive up to five (5) years after the termination of this Agreement, without prejudice to enforce the guarantees in this instrument as well as making enforceable the legal actions that may be required for the payment of any damages and/or losses on behalf of the Subcontractor. No on premises work with the issuance of security badges or system access can be granted under these terms and conditions.

Compliance with Laws. Contractor represents and warrants that it complies with Mexican Laws.