**APPS MERIDA**

**TECHNOLOGY SERVICES AGREEMENT**

This Technology Management Services Agreement (“The Agreement”) is made between **Apps Mérida** (Angel Eduardo Lavalle Camacho) and Axis Renewable Group (“Client”) as of “Effective Date” (As defined herein). Intending to be legally bound, the Parties agree as follows:

1. **Definitions**. Each term defined below has the meaning given to that term below whenever the term is used in this Agreement. Certain other capitalized terms used in this Agreement are defined elsewhere in this Agreement.

“Additional Services” will mean services which are outside the scope of “Services”. The scope of services is based upon existing IT serving Client’s existing business emphasis and mission with a certain software configuration. Additional Services will result from changes required to the scope of Services:

* 1. Client requesting services which are outside the scope of services
  2. The Environmental and Technology Profiles not being as represented when this Agreement was entered into;

“Commencement Date” will mean and refer to date that that Apps Mérida will commence providing the Services, with shall be February 15th, 2017, so long as the first month’s payment required hereunder has been paid by client. If Client has not made such first month’s payment by the Commencement Date, then Apps Mérida will not be required to commence performance of services until such payment is made, and any delay beyond the Commencement Date in making such payment will be added and will extend the Term of this Agreement unless Apps Mérida terminates this Agreement for non-payment in accordance with the payment terms of this Agreement. Such date will be the date from which date all time periods will be measurement unless otherwise provided in the body of this Agreement.

“Effective Date” will mean and refer to the date that this Agreement has been executed by both Parties, as provided for beneath each Party’s signature on the page of this Agreement.

“Party” means Apps Mérida or Client, individually; and “Parties” means Apps Mérida and Client, collectively.

“Services” will mean and refer individually and collectively to the task and services which Apps Mérida has agreed to perform in this Agreement, which task and services are described with particularity on Exhibit A attached hereto and made a part hereof. Exhibit A describes those Services which Client has elected to receive from Apps Mérida, and may also described those other services Client has elected to not received from Apps Mérida, but which other services Client may elect to receive from third party vendors or provide itself and have App Mérida manage.

“Separation Fee” is a fee that shall be due and payable by Client in the event of an early termination of this Agreement, as further specific and defined in Section X.X of this Agreement.

“Terms” will refer to the time period which commences on February 15th,2017, and terminates on February 15, 2018 (the “Termination Date of this Agreement”), unless earlier terminated in accordance with the termination provisions hereof. The Ter of this Agreement may be extended in accordance with the terms of Section X below.

1. **Services.**

2.1 Performance of Services. Starting on the Commencement Date, Apps Merida will perform the Services in the manner described in Exhibit A.

2.2 Management of Third Parties. If Client elects to have services not purchased by Client from Apps Mérida performed by a third party who will be managed by Apps Mérida, then to the extent the services of the third party can impact the requirement imposed on Apps Mérida, such as service level guidelines, Client agrees that it will in its contract with the third-party vendor impose substantially the same standards on that vendor that are imposed on Apps Mérida.

1. **Fees for Services**

3.1 Invoices and Payment Terms

1. **Contract Administration**

4. 1 Ownership of Software, Data and Information Technology Equipment

4.2 Use of Technology and Equipment

4.3 Use of Software and Access to Personnel

1. **Performance.**
2. **Disputes**
3. **Warranties and Limitation of liability**
4. **Commencement, extension and termination**
5. **Ownership of work product and intellectual property**
6. **Confidentiality of proprietary material**

Exhibit A

Statement of Work

Exhibit B

Services Fees and Payment Schedule