



LICENSE TO USE AGREEMENT

ROCKETBOT SOFTWARE

By virtue of the subscription of this instrument and agreement (the “**Agreement**”), the **User** (without distinction, “the **Licensee**” or the “**Customer**” or the “**Client**”) accepts in full the license of use of the software called “Rocketbot” (hereinafter “the **Software**”), owned by **SOLUCIONES INFORMATICAS ROCKET BOT SpA**, RUT 76.945.322-9, represented by Juan Jorge Herrera Wagenknecht, national identity card No. 10.302.205-3, all domiciled in Maximo Humbser 577, commune of Santiago, city of Santiago, Metropolitan Region, (hereinafter “the **Licensor**”), in accordance with the terms and conditions set forth below:

FIRST: DEFINITIONS.

- **Bot:** Specialized group of functions available for installation and execution in the Software.
- **Client or Customer:** Any actively licensed user of Rocketbot Desktop, Docker on Premise or Server, as the case may be.
- **Error/Bug:** Any software failure that results in a complete stop, or malfunction and is not directly caused by a faulty installation or configuration. Failure to comply with certain specifications or requirements will be considered an error at Rocketbot SpA’s discretion (for example, when the Software does not comply with the behavior or results for which it was designed, or when a specific functionality of the Software ceases to function properly).
- **Reseller:** Rocketbot representative who sells and provides support for licenses marketed by Rocketbot. Reseller may provision RPA consulting services and Bots construction.
- **Rocketbot Studio Develop:** Software licensed free of charge by Rocketbot to the Customer, which exclusively enables the use of the construction and testing environments of BOTs. The BOTs are built in Rocketbot Studio Develop and then ported over to production license on a Desktop or Server equipment, on On premise, Public Cloud or Private Cloud environment.

SECOND: SUBJECT MATTER OF THE AGREEMENT

Licensor agrees to grant Licensee a non-exclusive, non-sub-licensable, non-transferable license to the Software referred to as “Rocketbot” (the “**License**”). The versions, modalities and prices of the contracted product (Rocketbot Desktop, Rocketbot Server or Workspace are contained on the official website of licensor <http://rocketbot.com/>. In any event, the License to the Software shall always include, free of charge and for the entire duration of this License Agreement, customer’s use of Rocketbot Studio Develop.

In return, Licensee agrees to pay a sum of money to Licensor, either directly or through a reseller authorized by Licensor, corresponding to the price of the contracted product, and to use the Software as set forth in the third and subsequent clauses of this Agreement.

THIRD: HOW TO USE THE SOFTWARE

The Software that is delivered to Licensee as a license must be used in accordance with the following general conditions:

Depending on the type of service chosen by the Client (Rocketbot Cloud/ On *Premise*/ Private Cloud/ Public Cloud). Only in the case of using Rocketbot Cloud, Licensee shall be responsible for delivering support to the infrastructure on which the BOTs run.

Those BOTs that the Client intends to develop, can only be built, tested, executed, and modified, through Rocketbot Studio Develop. Then, these BOTs will be ported and used in the production environment, exclusively on equipment that have a Rocketbot production license.

FOURTH: USE OF THE SOFTWARE

Depending on the version and particular modality of the agreed Software. The Software includes the following:

- (i) The License to use the Software.
- (ii) A copy of the Software in executable code, with restrictions, to be used only on a Desktop or Server computer simultaneously.
- (iii) Licensee’s access to tutorials, manuals, and videos for the proper and productive use of the Software.

FIFTH: DELIVERY TIME

Licensor agrees to deliver the License, to Licensee within two (2) business days of receipt of the purchase order from the associated Reseller and the request of the License by the End User.

SIXTH: SERVICES PROVIDED BY THE LICENSOR INCLUDED IN THE LICENSE

6.1 Correction Service: During the term of this Agreement, Rocketbot will make all reasonable efforts to remedy any errors in the Software that have been reported by the Customer through the Reseller. Rocketbot will analyze the resolution of the error within an estimated time of 2 business day. As soon as the problem is resolved, the Reseller will communicate this circumstance to the Customer.

6.2 Security Update Service: During the term of this Agreement, Rocketbot is committed to send a “Security Notice” to the Reseller associated with its contract and to resolve any security errors that may be discovered in the Software.

6.3 Software Update Service: For the term of this Agreement, Customer has the right to access updates and new versions of the product. The customer will be able to request from the Reseller the update of Rocketbot Studio Develop, as well as the migration of the BOTs to the new version of the Software which could have a cost associated with services of the Reseller.

6.4 Support Service: During the term of this Agreement, the Customer may request, through the Reseller, support tickets intended to resolve questions about the software’s or ask for guidance regarding the use of the software’s features, functionalities, permitted uses, configuration, and technical troubleshooting.

SEVENTH: INTELLECTUAL PROPERTY

The Licensor is the owner of the existing Intellectual Property Rights in the Software and therefore reserves the powers of reproduction, public communication, distribution, import, translation, adaptation, and any transformation of such program, by any means known or to be known.

Accordingly, licensee only acquires the ability to use the Software under this Agreement, in accordance with the terms of use set forth in the following clause.

All rights, title and interests in or by copyright, trademark, Service mark, trade secret, know-how, design rights, patents, and other proprietary rights in relation to the Platform and logos, product names, etc. are reserved and all rights not expressly granted above are reserved in favor of the Licensor. Licensee may not conceal, alter, or remove any copyright, trademark, Service mark or proprietary mark present in the interface of the Software.

EIGHTH: TERMS OF USE OF THE SOFTWARE

Licensee shall use the Software in accordance with the guidelines, objectives and functionalities set forth by Licensor.

Licensee undertakes to:

- (i) Not to resell or transfer the right to use the License.
- (ii) Not to reverse engineer, disassemble or decompile the Software, by itself or by employees, contractors or third parties contacted for that purpose.
- (iii) To make only the permitted copies of the Software by this instrument and to use them only for authorized uses.
- (iv) Not to make modifications to the Software and use it solely in the manner provided by licensor.
- (v) Not to perform new works built based on the Licensed Software (derivative works), other than those specific to the functionality thereof.
- (vi) Acquire the necessary hardware and condition the site of use of the Software with sufficient electrical and data connections for the correct operation of the same.
- (vii) Notify Licensor and Reseller of any change in the terms of use of the Software (e.g., intention to use a Desktop license on a Server or to upgrade within the Software modalities chosen).
- (viii) Grant Licensee access, by itself or through Reseller, to perform audits aimed at verifying the use of the Software, in accordance with the terms of this Agreement and the hardware used.

NINTH: GENERAL OBLIGATIONS OF THE LICENSEE

Licensee shall be general obligations:

- (i) Pay reseller the price of the annual license of the Software.
- (ii) Use the Software in accordance with the terms of use set forth in Tables 2, 8 and 9.
- (iii) Take preventive measures usual in the computer activity, in order to avoid failures that cause any type of damage or harm, either to the Licensor or to third parties.
- (iv) In any event, to release Licensor from any liability arising from any damages that Licensee may suffer as a direct or indirect consequence of improper use of the Software or arising out of Licensee's lack of diligence to take reasonable steps to protect its files and databases and, at the same time, to ensure that the data for which Licensee is responsible is properly safeguarded.
- (v) Maintain confidentiality in the use of the information that is disclosed to you, during the term of the Agreement, subsisting this obligation once it has ended.

TENTH: GENERAL OBLIGATIONS OF THE LICENSOR

For its part, the following shall be general obligations of licensee:

- (i) Deliver an executable copy of the Software through a shortcut to a licensor's website or cloud link.
- (ii) Deliver through a direct access to a website or link to the licensor's cloud, the aids for the operation of the Software and interpretation of results. This documentation should explain the operation of the Software.

ELEVENTH: GUARANTEES

Licensor warrants to Licensee that the version of the Software covered by this Agreement will perform the functions described in the foregoing clauses and warrants that shortcut to executable and security copies of the Software will be free from material and/or technological defects that prevent access to it.

Licensor shall use commercially reasonable efforts to provide the services contained in clause six of this Agreement, in accordance with generally accepted industry standards, when the following requirements are copulatively met:

- a. The Customer's computer systems are in good working order and in the case of software managed through the Self-Hosting mode, it is installed in an appropriate operating environment.
- b. Licensee provides complete and sufficient information for troubleshooting and enables any access that Licensor may require to identify, reproduce, and resolve problems.
- c. The license to use the Software is in effect.

TWELFTH: PROHIBITION OF TRANSFER

This Agreement may not be assigned by Licensee in whole or in part, unless previously authorized in writing by Licensor.

THIRTEENTH: CONFIDENTIALITY

Except as required by law, Licensee is required not to disclose to any third party any Confidential Information owned by the Licensor during the term of this Agreement and even after termination thereof.

FOURTEENTH: DATA PRIVACY

Each Party shall assure the other that it will at all times comply with its obligations under the applicable law concerning the protection of personal data, in countries where it may be applicable on the basis of the data that may be processed.

For these purposes, Licensee shall act as the controller responsible for the recording of data that may include personal data, and Licensor may, at most, acquire the role of 'Processor' of such data, executing through Software, the processing of personal data, at Licensee's own expense and at licensee's risk. In particular, the Licensor may: (i) act as a processor, only in compliance with the customer's instructions in relation to the processing of personal data, as presented to the Licensor, as with respect to those that are modified by the Customer; and, (ii) take appropriate technical and organizational security measures, taking into account both the technological conditions and the costs of implementation against the unauthorized or illegal processing or subsequent processing of the customer's personal data and against the accidental loss, destruction and damage or damage to the personal data.

FIFTEENTH: TERM OF THE AGREEMENT

The parties agree that this Agreement will be effective upon activation of the License and will have a duration or validity for the number of months that the License is granted.

SIXTEENTH: COMPLETION

The Agreement may be terminated in an early event for breach of any of licensee's and licensor's obligations.

Licensee shall cease to use the Software, as well as use of any material owned by Licensor granted to it under this Agreement, within 30 business days of receipt of notice from Licensor.

However, the early termination of this Agreement by any party shall not relieve the Parties of the performance of outstanding obligations in favor of the other Party.

SEVENTEENTH: INFRINGEMENTS

The Licensor is obliged to carry out all necessary activities and to initiate the necessary legal actions for the defense of the Software object of this Agreement. If Licensee becomes aware of any violation or alleged violation of licensor's rights in such Software, piracy, or misuse thereof, or any act of unfair competition involving such program, licensee shall immediately bring it to the attention of Licensor, to whom it shall provide all necessary information and cooperation in the event that it is decided to initiate legal action.

The legitimization for the exercise of the shares will be of the Licensor and may be carried out jointly by both parties if they so agree. In any case, the Licensor undertakes to defend the copyright generated in the Licensed Software or using all the means provided by law. Expenses incurred in defending the Licensed Software shall be borne by Licensor. In the event of a lawsuit or an action brought against Licensee by a third-party claiming infringement of such third-party rights resulting from Licensee's use of the Software, Licensee shall immediately inform Licensor of such claim without prejudice to any possible defenses. Licensee shall, without accepting any liability, give Licensor all reasonable assistance in challenging such claim or actions.

EIGHTEENTH: FORTUITOUS EVENT AND FORCE MAJEURE

Where, due to unforeseen circumstances, technical or economic, or reasons of force majeure or fortuitous event, it is not possible or convenient for the interests of the parties to execute all or part of this Agreement, they may, by mutual Agreement, agree to the termination of all or some of the contractual obligations, in the state in which they are.

NINETEENTH: MEDIATION AND ARBITRATION

Any difficulty or controversy that occurs between the Parties regarding the application, interpretation, duration, validity or execution of this Agreement or any other reason will be submitted to mediation, in accordance with the Procedural Rules of Mediation of the Arbitration and Mediation Center of Santiago, in force at the time of the request.

In the event that mediation fails, the difficulty or dispute will be resolved by arbitration in accordance with the Federal Arbitration Rules of the same Center, which is in force at the time of request.

The Parties confer irrevocable special power on the Chamber of Commerce of Santiago A.G., so that, at the written request of any of them, it appoints an arbitrator from among the members of the arbitration body of the Arbitration and Mediation Center of Santiago.

Contrary to the final judgment of the arbitrator, only the appeal shall be made, which shall be heard by an arbitration tribunal of second instance of the same nature. The Parties confer irrevocable special power on the Chamber of Commerce of Santiago to appoint, at the written request of any of them, the arbitral tribunal of second instance, composed of three members of the arbitration body of the Arbitration and Mediation Center of Santiago. No appeal shall be lodged against the decisions of the court of second instance. The court of first instance, as well as the court of second instance, is particularly empowered to rule on any matter relating to its jurisdiction and/or jurisdiction.