

# 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 B0Ts run.

Those B0Ts that the Client intends to develop, can only be built, tested, executed, and

modified, through Rocketbot Studio Develop. Then, these B0Ts 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

beknown.

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, knowhow, 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 legitimation 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.