



bnamericas

#### **BNamericas and DIT Subscription Agreement**

This annex is agreed and signed in February, 2021 that BNamericas and DIT agree to an enterprise-wide access engagement for the new term.

- Contract Period: 23-02-2021 to 23-02-2022
- Access: Full
- Users: Enterprise-wide access (as many users)
- Annual Amount: US\$ 35,000

#### **Terms of Service**

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License Agreement for the Supply of Business News Americas (BNAMERICAS) Online Information Services

#### Availability of services

BNAMERICAS will use reasonable efforts to ensure that the Services will be made available to the Subscriber 24 hours per day throughout the Subscription Period ("Normal Service Availability"). In the event of any such variation or suspension of Services BNAMERICAS will use all reasonable efforts to resume Normal Service Availability as soon as practicable but shall not be liable for any loss, damage or claim caused by such variation or suspension.

#### Authorized use of services

- Access to the Services is restricted to the specific named users as identified to BNAMERICAS. The subscriber will notify BNAMERICAS as soon as a user has left the company, or no longer requires access, so that a replacement user can be assigned access during the term of the agreement.
- Where specific IP addresses are authorized to have access, these should be advised to BNAMERICAS.
- The Subscriber also warrants that:
  - it shall ensure that any user name, Password or other identification measure employed to access the Services is not disclosed to any person other than the persons authorized to access the same; and
  - all authorized persons will use the Services only in accordance with this Agreement; and
  - its information technology systems and paper record systems are secure and not capable of penetration (including by hacking or physically) by unauthorized persons and that all data derived from the Services shall be kept secure.

#### Ownership of intellectual property

- The Subscriber acknowledges that:
  - All Intellectual Property Rights (IPR) (including all patents, copyrights, rights in software, design rights, trademarks, service marks, trade secrets, know-how, database rights, domain names, and all other intellectual or industrial property rights (whether registered or unregistered)) and all applications for the same, anywhere in the world) in the Services, the information contained therein, in all documentation, training materials and related matter, and in all parts thereof, are owned by BNAMERICAS;
  - Except as expressly permitted in this Agreement, nothing herein shall be taken as conferring by implication or otherwise any license or right to use any IPR in the Services without the prior written approval of BNAMERICAS or third parties who may own such IPR.
- The Subscriber undertakes that it will not copy, reproduce, extract or transmit in any form or otherwise deal with in any way, the whole or part of the data, materials or information contained in the Services.
- Unless otherwise agreed in writing in advance by BNAMERICAS, the material (in whole or in part) may not be sold, nor passed on, communicated, or disseminated in any form, nor access granted to any third party. Nor to any subsidiary, associated or holding company (whether direct or indirect) of the subscriber, or to any entity operating under the same company name where the direct equity interest is different in any way to that of the subscriber.
- The Subscriber may only use the Services for its own business or internal purposes as follows:
  - It may only store material in the memory of, display material upon the monitor of, and use the printing facilities connected to, the PC through which the Services are being



accessed in order to download and/or access material.

Where the Subscriber effectively copies, or has effectively copied, the intellectual property onto a hard disk, file server or equivalent at its own premises for ease of use, reference or any other reason, it is hereby agreeing to limit access to the nominated users unless otherwise agreed in writing, and upon payment of additional fees to BNAMERICAS.

- distribute copies in paper and/or electronic form of material so long as all copies made are distributed:
  - within the immediate organization of the Subscriber and the Subscriber acknowledges that any distribution to any third party outside of its organization (including without limitation any subsidiary, associated or holding company of the Subscriber) then it will indemnify BNAMERICAS against any claim arising from the unauthorized distribution and be liable for a sum equivalent to the loss in sales revenue (at the prevailing copy price per whole report or the rate card price for an annual subscription to the relevant database as published from time to time by BNAMERICAS) caused by any unauthorized distribution of any part(s) of any report(s).

#### Payment

The Subscriber undertakes to pay for the supply of the Services for the initial and any subsequent terms of the Agreement in accordance with clause 6, and the Subscriber undertakes to settle invoices issued by BNAMERICAS in respect of the Services within 30 days of receipt. All prices are considered net of any third-party discounts, transaction fees or taxes. Failure to settle in full on these terms may lead to the imposition of interest charges upon the Subscriber at 18% per annum. BNAMERICAS will not provide a pro rata refund once such a subscription has been made available to the subscriber, as all subscriptions will run their full term. LIMITATION ON LIABILITY

- Except as provided in Clause 5 (ii), all conditions and warranties whether express or implied by statute or otherwise (including but not limited to those as to description, merchantability or fitness for purpose) are excluded from this agreement. In particular whilst BNAMERICAS aims to ensure that material contained within the Services is accurate and complete, BNAMERICAS gives no warranty, express or implied, that the material supplied as part of the Services is suitable for any particular purpose, nor that it is complete, correct, or up to date.

#### Subscription period & termination

- Excluding one time purchases of individual reports, stand-alone products, or reprint permissions made via the online store, this agreement shall be for an initial minimum period of 12 months (unless otherwise agreed in writing).
- BNAMERICAS may terminate this Agreement, with immediate effect and without notice, in the event that the Subscriber has defaulted in the performance of any material provision contained in this agreement and (where capable of remedy) such default has not been remedied within 30 days after written notice thereof shall have been given to the defaulting party. Termination of this Agreement for any reason shall not affect BNAMERICAS's right to recover any moneys due at the time of termination or to recover damages for any breach of contract before termination.

- Early cancellation - This contract is effective immediately and expires in one year; in the event of an early termination, the Client will have to pay a cancellation fee equivalent to the months of service already rendered in addition to 50% of the total value of the contract.

#### Confidentiality

The Subscriber undertakes to disclose Confidential Information of BNAMERICAS only to those of its officers, employees, agents and contractors to whom and to the extent to which disclosure is necessary for the purposes contemplated under this Agreement.

The above obligations of confidentiality and non-use shall not apply to information or material:

- Which is named by the Subscriber prior to receipt from BNAMERICAS as evidence by documents in the possession of the Subscriber at the time of disclosure;
- Which, after receipt from BNAMERICAS, is disclosed to the Subscriber by a third party having the legal right to do so;
- Which is available to the public at the time of receipt of BNAMERICAS; or (d) which becomes available to the public after receipt from BNAMERICAS through no fault of the Subscriber.

#### Force Majure

No party shall be liable to the other for the delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control including without limitation, any of the following: act of God, government act, war, fire, flood, explosion or civil commotion.

#### Waiver

No forbearance or delay by BNAMERICAS in enforcing its rights will prejudice or restrict the rights of BNAMERICAS, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

#### No assignment

The benefit of this Agreement may not be assigned in whole or in part by the Subscriber without the prior written consent of BNAMERICAS.

#### Entire agreement

This agreement constitutes the whole agreement between BNAMERICAS and the Subscriber relating to BNAMERICAS services and supersedes and replaces any prior agreements and arrangements of whatever natures relating thereto. For the avoidance of doubt, BNAMERICAS is hereby giving notice that subscriptions provided previously under different contractual arrangements will continue under those earlier terms until the earliest termination date provided, whereupon the terms and conditions of this agreement will prevail for any continuation of Service thereafter.

#### Invalidity

If any party of this Agreement shall be held unenforceable the rest of the Agreement shall nevertheless remain in full force and effect.



## Law governing the terms

Use of this Website and these Terms shall be subject only to the laws of the Republic of Chile which shall exclusively govern the interpretation, application and effect of all the above permissions, exclusions, licenses and conditions of use.

## Jurisdiction

The Courts of Chile shall have exclusive jurisdiction over all claims or disputes arising in relation to, out of or in connection with this Website and its use and these Terms.

## Terms and Conditions related to BNamericas Newsfinder:

- Each Registered User:
  - may access Dow Jones Content from the Service for its own use;
  - shall be issued with one password for the Distributor Service, as applicable and each such password may only be used by one Registered User and shall not be shared.
- Registered Users may distribute a few news articles (or portion of news articles) sourced from the Dow Jones Content to a few individuals, who are not Registered Users, on an occasional and infrequent basis, for so long as such a distribution is: (i) a one-off; and (ii) not used as a means of frequently or systematically updating the recipient(s) on a given topic. The right set out herein is not to be used as a substitute for purchasing reprint rights from the relevant copyright holder of selected article(s) for multiple re-use e.g. for distribution in a marketing brochure.
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- Each Registered User shall not:
  - reproduce, distribute, display, sell, publish, broadcast, or circulate the Information to any third party, including other individuals in the Registered User's organizations, nor make the Dow Jones Content available for any such use;
  - redistribute, publish or use the Dow Jones Content or any derived content (including charts from the Information) in any commercial news or information service, nor permit any third party to do the same;
  - use the Dow Jones Content or the attached Codes in conjunction with any systems or applications that enable any program trading (including without limitation algorithmic trading programs), data mining, text mining, or trend analysis function, or that integrate news with customer relationship management, order management, trading, or portfolio management tools or systems, or mid- or back-office applications;
  - use any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Service(s) in a manner that sends more request messages to Dow Jones' servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser;
  - take any action that imposes, or may impose at Dow Jones' sole discretion an unreasonable or disproportionately large load on Dow Jones' infrastructure;
  - create or store in electronic form any shared library or archive of Information which could be used as a research application;
  - modify, reverse-engineer or disassemble any part of the Services or any software contained therein; or

- use the Dow Jones Content for the purpose of creating due diligence reports that are at the level commonly referred to as "Red Flag" or "Level 1" due diligence reports (the "Restricted Reports") and making such Restricted Reports available to any third parties outside the Registered User's organization.
- Except as permitted above all other distribution of news articles from Dow Jones Content is prohibited and access to and use of the Dow Jones Content by Registered Users is subject to the terms and conditions of this Agreement and the relevant User Agreement.

Signature:

  
DIT

BNamericas

