

SOFTWARE LICENSE AGREEMENT

PARTIES

This Software License Agreement (the 'Agreement') is entered into as of January 15, 2024, by and between:

LICENSOR: TechCorp International Inc., a Delaware corporation with principal offices at 500 Tech Boulevard, San Francisco, CA 94105, USA

LICENSEE: Empresa Chilena SpA, a Chilean company with offices at Av. Providencia 1234, Santiago, Chile

EFFECTIVE DATE

This Agreement shall become effective on February 1, 2024 (the 'Effective Date').

TERM AND DURATION

The initial term of this Agreement shall be three years (36 months) from the Effective Date, unless earlier terminated in accordance with the provisions hereof. This Agreement may be renewed for additional two-year periods upon mutual written agreement.

GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of California, United States of America. Any disputes arising under this Agreement shall be resolved exclusively in the state or federal courts located in San Francisco County, California.

LICENSE GRANT

Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive, non-transferable license to use the Software solely for Licensee's internal business purposes.

PAYMENT TERMS

Licensee shall pay all fees within fifteen (15) days of invoice date. FAILURE TO PAY WITHIN THIS PERIOD SHALL RESULT IN IMMEDIATE TERMINATION OF ALL LICENSE RIGHTS AND LICENSEE SHALL BE LIABLE FOR ALL COLLECTION COSTS, INCLUDING REASONABLE ATTORNEY FEES, PLUS INTEREST AT THE MAXIMUM RATE PERMITTED

BY LAW.

LIMITATION OF LIABILITY

LICENSOR SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. LICENSOR'S TOTAL LIABILITY SHALL NOT EXCEED THE FEES PAID BY LICENSEE IN THE TWELVE MONTHS PRECEDING THE CLAIM.

INDEMNIFICATION

Licensee shall indemnify, defend, and hold harmless Licensor from any and all claims, damages, losses, costs, and expenses arising from Licensee's use of the Software. THIS INDEMNIFICATION IS ABSOLUTE AND UNCONDITIONAL.

TERMINATION

Licensor may terminate this Agreement immediately and without notice if Licensee breaches any term hereof. Upon termination, Licensee shall immediately cease all use of the Software and destroy all copies.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

TechCorp International Inc.

By: _____

Name: John Smith

Title: CEO

Empresa Chilena SpA

By: _____

Name: María González

Title: Gerente General