

License Agreement for Database Use

1) This Agreement is a legal binding agreement between the User, that is, those persons or entities that have agreed to the terms of this agreement, and Latinobarómetro Corporation. If the Users agree to adhere to all of the terms stated in this Agreement, they should indicate the agreement by checking the “I Agree” button at the end of this document.

2) Subject to the terms set forth herein, Latinobarómetro Corporation agrees to provide authorized Users with a non-exclusive, non-transferable, limited, fee payable license to have access to and use of the information and materials contained in Latinobarómetro's Corporation database posted in its website, www.latinobarometro.org, in order to process the data and published it only once processed by the User.

3) User acknowledges and agrees that the entire content of the Latinobarómetro's Corporation database is the intellectual property and copyright of Latinobarómetro Corporation, and is protected by law, including, but not limited, to Chilean Intellectual Property Law and all pertinent international treaties. User shall not make any use whatsoever of any material from any Latinobarómetro's Corporation database except in accordance with the terms hereof.

4) User hereby acknowledges that Latinobarómetro Corporation is the sole owner of the Latinobarómetro's Corporation database and that as such Latinobarómetro Corporation has the right to grant the license hereunder. No title and interest are transferred by this license or by the payment of any fee. Latinobarómetro Corporation retains title to and/or rights in the entirety of the Latinobarómetro's Corporation database. The User's rights are limited to itself and only for its personal use.

5) User agrees to pay to Latinobarómetro Corporation the established fees in its website for:

5.1. Access to the database directly online

5.2. Access to the database and download the out put of the matrices of data files from Latinobarómetro's Corporation website, with or without the application processing.

6) Latinobarómetro Corporation Rights and Undertaking.

6.1. Latinobarómetro Corporation is free to license, use or publish the database elsewhere

6.2. Latinobarómetro Corporation does not warrant or guarantee as follows

6.2.1. the database in terms of the comprehensiveness, accuracy, reliability, or otherwise of its contents.

6.2.2. the information provided by Latinobarómetro's Corporation will (i) meet the User requirements, (ii) operate in combination with hardware, software, systems or data not expressly specified by Latinobarómetro Corporation, (iii) meet any performance level, resource utilization, response time, or system overhead requirements, or (iv) operate uninterrupted, free of errors, or without delay.

6.2.3. Latinobarómetro Corporation is not responsible for problems caused by: (a) use of the database outside the scope of this Agreement or not in compliance with it; (b) any modification not made by Latinobarómetro Corporation.

Except for the express warranties set forth in this Agreement, Latinobarómetro Corporation makes no other warranties, either express or implied, and hereby disclaims all implied warranties, including any warranties regarding merchantability or fitness for a particular purpose, warranties of title and non-infringement, and any warranty arising from a course of dealing, usage, or trade practice.

The User is solely responsible for its use of the database under this Agreement.

6.3. Latinobarómetro Corporation hereby warrants and undertakes as follows:

6.3.1. That it is lawfully entitled to grant the rights contained in this Agreement to the User and the exercise by the User of the rights assigned to it under this Agreement will not infringe the rights of any third party;

6.3.2. that the database does not contravene any laws, including but not limited to the law relating to defamation, or obscenity;

6.3.3. that Latinobarómetro's Corporation is not under any obligation or restriction created by law, contract or otherwise which would in any manner or to any extent prevent or restrict Latinobarómetro's Corporation from entering into and fully performing this Agreement;

6.3.4. to promptly notify the User of any change of copyright ownership affecting the database;

6.3.5. to promptly notify the User of any confidentiality, privacy or data protection issues pertaining to the database.

7) The User's Rights and Responsibilities

7.1. The User is allowed to do the following:

7.1.1. If the User is an individual, the User may access directly on-line or download the purchased data, making no additional copy of it, and keep it for his/her personal use in one or more computers, provided that the data is used and processed only by the User.

7.1.2. If the User is an entity, such as an institution of higher learning, the User may access directly on-line or download the purchased data only into one computer and is authorized to install the data for individual access, so that no more than ONE person can access the

data at the same time. Each additional simultaneous users need to acquire further licenses. THIS IS A SINGLE USER LICENSE.

In both of the above mentioned cases, the User agrees to use Latinobarómetro's Corporation information obtained from its database only in the manner set forth herein

7.1.3. The User shall take all necessary and reasonable measures to prevent unauthorized access, duplication or distribution of the database whilst it is in possession or under its control.

7.1.5. In any publication of any sort, such as, but not limited to journal articles, conference papers, books, book chapters, and any other publications and reports that employ data or other resources provided by Latinobarómetro Corporation should acknowledge the data source. Format of citation must at least include the following:

a. Data analyzed in this article (paper, book, chapter, report, etc.) were collected by Latinobarómetro Corporation. The Latinobarómetro Corporation is solely responsible for the data distribution and it is not responsible for the views expressed by the User of the data. The author(s) appreciate the assistance in providing data. The views expressed herein are the author's(s') own.

b. Users are requested to provide Latinobarómetro Corporation with the bibliographies of any publications which are based on the data released from Latinobarómetro Corporation within one month of being published.

7.1.6. Th User shall notify Latinobarómetro Corporation promptly in writing of any infringement or material breach of the provisions of this Agreement, or any violation of the intellectual property rights by a third party or and An Authorized user.

The User hereby indemnifies and will keep indemnified Latinobarómetro Corporation and employees and appointed agents against all damages, losses, claims, costs and expense for which they become legally liable to the extent that this shall arise out of any negligent act or omission or breach of this Agreement committed by or on behalf of the User. This indemnity shall survive for a term of one year the termination of this Agreement for any reason.

7.3. The User it is not allowed to do the following:

7.3.1. The User's computer files containing the data obtained from Latinobarómetro's Corporation database cannot be provided or allow anyone who is not registered to the request, nor can that file be archived at the institution of the person who registers to use the data, nor can it be uploaded into the institution computer web or placed into a server so that it is accessible via public or private network, such as, but not limited to Internet.

7.3.2. Sell, rent, distribute, reproduce or commercially exploit Latinobarómetro's Corporation database or any data obtained from it.

7.3.3. Use Latinobarómetro's Corporation database or any data obtained from it for any other purpose than for personal use of it and for its processing, and can only be used for the production that each User can do according to its professional field.

7.3.4. Transfer, rent, assign, redistribute or sublicense this license or otherwise transferred to any third parties by any means.

7.3.5. Use Latinobarómetro's Corporation database and obtain information from it in any way unless and until the User has agreed to this **license.**

7.3.6. Use the License Agreement for other Purposes or access the Data Collection in any other ways that the ones expressly authorized

herein in this Agreement, including the current and known uses and ways and those uses and ways that may be developed in the future.

8) The parties agree that the term of this Agreement shall be indefinite, provided that the User uses the purchased data according to the terms contained in this agreement.

In addition Latinobarómetro Corporation may terminate the Assignment by providing written notice to the User upon the occurrence of any of the following events:

8.1. Uncured Breach: The User has committed a material breach and the breach cannot be remedied or is not remedied within thirty (30) days of the User in breach being requested to do so by the other party and all obligations shall cease except where specified otherwise under this Agreement.

8.2. Violations. The User has committed a material breach of the provisions of this Agreement relating to the protection of Confidential Information or Intellectual Property. And or Violate any of ITS TERMS.

Individuals who perpetrate material breach or violate the aforementioned terms are legally responsible for their actions. Furthermore, Latinobarómetro Corporation will permanently cancel the User's right to register to Latinobarómetro Corporation. Besides filing all available legal actions against the violator/s of the terms of this agreement, Latinobarómetro Corporation will also notify the violator's employer and announce violator's name, organization, title and violation in Latinobarómetro's Corporation Website.

9) This AGREEMENT shall be governed by and construed in accordance with Chilean law, without giving effect to the rules or principles of conflict of laws thereof and to the extent permitted by applicable law. Any difficulty or controversy arising among the parties with respect to the application, interpretation, duration, validity or execution in connection with this AGREEMENT or for any other reason shall be

submitted to Arbitration pursuant to the current Rules of Arbitration Procedure of the Arbitration and Mediation Center of Santiago.

The parties confer an irrevocable special power of attorney upon the Santiago Chamber of Commerce so that it may, at the written request of any thereof, appoint the arbitrator-at-law, among the attorneys who are members of the arbitration corps of the Santiago Arbitration and Mediation Center.

The arbitral tribunal is especially empowered to resolve any dispute relating to his/her competence and/or jurisdiction

10) This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof. Any representation, promise, warranty, covenant, or undertaking not expressly set forth in this agreement shall not be deemed part of this agreement of otherwise legally effective.

11) If any part of this Agreement is held unlawful or unenforceable that part shall be struck out and the remainder of this Agreement shall remain in effect

12) No delay, neglect, or forbearance by either party in enforcing its rights under this Agreement shall be a waiver of or prejudice of those rights.

13) Both parties shall be under no liability for any loss or for any failure to perform any obligation hereunder due to causes beyond their control, including but not limited to industrial disputes of whatever nature, Acts of God, hostilities, force majeure or any circumstances which they could not reasonably foresee and provide against.

14) This License Agreement may be modified only by a writing signed by User and Latinobarómetro Corporation.

15) This Agreement shall take effect on the date Users indicate their agreement to the bound by terms and conditions.