

Sale of OUReports Software and License Agreement

This Sale Of OUReports Software and License Agreement (this "Agreement") is made effective as of the end day of trial between Yanbor LLC. _____ and the Client _____

In the Agreement the party who is selling and is granting the right to use the licensed property will be referred as "Yanbor", and the party who is purchasing and is receiving the right to use the licensed property will be referred to as "Client".

WHEREAS, Yanbor has and is continuing developing proprietary software known as the Online User Reporting system (OUReports) for customized reports and data analysis ("OUReports") which is owned by Yanbor LLC. ("Yanbor")

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties do hereby agree as follows:

1. **OWNERSHIP.** Yanbor LLC has and is continuing developing proprietary software known as the Online User Reporting system (OUReports) for customized reports and data analysis ("OUReports") which is owned by Yanbor LLC. ("Yanbor")
2. **SALE OF SOFTWARE.** Subject to the terms of this Agreement, Yanbor do hereby sell to Client and Client hereby purchases from Yanbor the right to use, copy, reproduce and license the Software OUReports as defined in paragraph 3(b) of this Agreement in all segments of any industries and markets.
3. **DEFINITIONS.** For purposes of this Agreement, the following definitions shall apply:
 - (a) "Documentation" shall mean the technical written material which relates to the Software, describes the functionality of the Software and instructs Client personnel in the use of the Software, as may be amended, revised or corrected from time to time by Yanbor.
 - (b) "Software" shall mean both source code and supplemental database structure of the computer systems related to the OUReports, Yanbor software, licensed to Client to the terms of this Agreement.
 - (c) "Supported Environment" shall mean the configuration and conditions, as stated in the applicable Documentation, intended by Yanbor for use of the Software.

4. **PURCHASE PRICE.** In consideration for the purchase by Client of the Software rights under this Agreement (\$100,000) with initial License for the first year (\$18,000) and 10 hours training (\$1,000), Client shall pay the Yanbor an aggregate of \$119,000 ("Purchase Price") which shall be paid as follows:

(i) first payment of 50% of the Purchase Price (\$59,500) shall be made by Client if and upon the closing of first stage (trial period) of the Installation of OUReports on Yanbor's web server with remote connection to the one testing Client database/namespace on the Client Data Server; plus

(ii) the final payment of \$59,500 to be the Purchase Price is fully paid after closing of the final stage of the Installation of OUReports on Client's web and data servers.

5. **ADDITIONAL PRICES.** An additional \$10,000 per additional OUReports installation by Yanbor for each additional Client database/namespace.

6. **GRANT OF LICENSE.** Yanbor owns the Online User Reporting system ("OUReports"). In accordance to this agreement Yanbor grants to Client a non-exclusive license to use and sell OUReports. Yanbor retains the title and ownership of the OUReports and derivative works will be assigned to Licensor by Licensee.

7. **PAYMENT OF ROYALTY.** Client will pay to Yanbor a royalty which shall be calculated as follows:

Term "licensed period" means the period of one year started when the Agreement is signed or renews. The first license period starts on the end day of trial if Agreement is signed and the first payment was received by Yanbor.

\$18,000 shall be paid when the Agreement is signed and renews for the next licensed period and \$1,000 shall be paid for each installment of OUReports by Client or Client customers for each instance of database/namespace during licensed period.

With each royalty payment, Client will submit to Yanbor the written report that sets forth the calculation of the amount of the royalty payment.

8. **RENEWAL AND TERMINATION.** Yanbor automatically renews to Client a non-exclusive license to use and sell OUReports for the next licensed period if the license fee of \$18,000 for the next licensed period is paid before the end day of the current licensed period and no termination, nor modification requests are received by both parties 60 days before the end of the current licensed period. If not renewed this Agreement shall terminate on the end day of the current licensed period.

9. **MODIFICATIONS.** Unless the prior written approval of Yanbor is obtained, Client may not modify or change the OUReports in any manner.

10. **DEFAULTS.** If Client fails to abide by the obligation of this Agreement, including the obligation to make a royalty payment when due, Yanbor shall have the option to cancel this Agreement by providing 5 days' written notice to Client. Client shall have the option of preventing the termination of this Agreement by taking corrective action that cures the default, if such corrective action is taken prior to the end of the time period, stated in the previous sentence, and if there are no other defaults during such time period.

11. **CONFIDENTIAL INFORMATION.** The term "Confidential Information" means any information and material which is proprietary to Yanbor, whether or not owned or developed by Yanbor, which is not generally known other than by Yanbor, which Client may obtain through any direct or indirect contact with Yanbor. Regardless of whether specifically identified as confidential or proprietary, Confidential Information shall include any information provided by Yanbor concerning the business, technology and information of Yanbor and any third party with which Yanbor deals, including, without limitation business records and plans, trade secret, technical data, product ideas, contracts, financial information, pricing structure, discounts, computer programs and listings, source code and/or object code, copyrights and intellectual property, inventions, sales leads, strategic alliances, partners, and customer and client lists. The nature of the information and the manner of disclosure are such that the reasonable person would understand it to be confidential.

A. Confidential Information does not include:

- matter of public knowledge that result from disclosure by Yanbor;
- information rightfully received by Client from a third party without a duty of confidentiality;
- information independently developed by Client;
- information disclosed by operation of law;
- information disclosed by Client with the prior written consent of Yanbor;
- any information that both parties agree in writing is not confidential.

12. **PROTECTION OF CONFIDENTIAL INFORMATION.** Client understand and acknowledges that Confidential Information is developed or obtained by Yanbor by the investment of significant time, effort and expense that the Confidential Information is a valuable, special and unique asset of Yanbor which provides Yanbor with significant competitive advantage and needs to be protected from improper disclosure. In consideration of the receipt by Client of any Confidential Information, Client agrees as follows:

- A. **No Disclosure.** Client will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of Yanbor.
- B. **No Copying/Modifying.** Client will not copy or modify the Confidential Information without the prior written consent of Yanbor.
- C. **Unauthorized use.** Client shall promptly advise Yanbor if Client becomes aware of any possible unauthorized disclosure or use of the Confidential Information.

- D. Application to Employees. Client shall not disclose any Confidential Information to any employees of Client, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom the Confidential Information is disclosed shall sign the non-disclosure agreement substantially the same as this Agreement at the request of Yanbor.
13. **ARBITRATION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using the below Alternative (ADR) procedure. Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration under the rules of the American Arbitration Association. The Arbitrator award will be final, and judgment may be entered upon it by any court having proper jurisdiction.
14. **WARRANTIES.** Neither party makes any warranties with respect any use, sale or other transfers of OUReports by the other party or by any third party, and Client accepts the product "AS IS". In no event Yanbor will be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the OUReports.
15. **TRANSFER OF RIGHTS.** This agreement shall be binding on any successors of the parties.
16. **TERMINATION.** If not renewed this Agreement shall terminate on the end day of current licensed period. To terminate the renewed Agreement any party shall require in writing the License termination 60 or more days before end of licensed period.
17. **ENTIRE AGREEMENT.** This Agreement contains entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior oral or written agreement between the parties.
18. **AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.
19. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
20. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
21. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Arizona.

22. **SINGNATORIES.** This Agreement shall be signed on behalf of Yanbor by _____
and on behalf of Client by _____ and effective as of the date signed by both
parties.

Yanbor and Client have caused this Agreement to be executed by their duly authorized
officers on the date signed by both parties.

Licensor (Owner):

Yanbor, LLC. _____

By: _____ Date: _____

Licensee (Client):

By: _____ Date: _____
