

Testing Site Agreement for OUReports System

This agreement is made between Yanbor LLC ("Yanbor") and the _____ ("Client") on the date signed below.

1. Ownership

Yanbor LLC owns the proprietary Online User Reporting system (OUReports) for customized reports and data analysis.

2. Testing Site of Software

Yanbor installs OUReports for one Client database/namespace, granting the Client the right to use the software. The Client cannot copy, reproduce, or license the software.

3. Definitions

- **Documentation:** Technical written material related to the Software.
- **Software:** Both source code and supplemental database structure of OUReports.
- **Supported Environment:** Configuration and conditions intended by Yanbor for use of the Software.

4. Price

The initial license for the first year, initial OUReports installation for Client database/namespace and 10 hours of training is free (\$0).

5. Additional Prices

\$1,000 per additional OUReports installation for each additional Client database/namespace.

6. Grant of License

Yanbor grants the Client a non-exclusive license to use OUReports. Yanbor retains ownership of the software.

7. Payment of Royalty

The Client pays \$0 upon signing the Agreement and \$1,000 for each additional OUReports installation per Client database/namespace during the licensed period.

8. Renewal and Termination

The license is renewed automatically for the next year unless terminated 60 days before the end of the current licensed period by any of the parties.

9. Modifications

Client may not modify OUReports without Yanbor's prior written approval.

10. Defaults

Yanbor may cancel the Agreement with 5 days' written notice if the Client fails to comply. The Client can prevent termination by curing the default within this period.

11. Confidential Information

The Client agrees to keep Yanbor's proprietary information confidential and to protect it from unauthorized disclosure.

12. Protection of Confidential Information

- No disclosure or copying without Yanbor's consent.
- Promptly report any unauthorized use.
- Disclose only to employees needing the information for their job duties.

13. Arbitration

Disputes will be resolved by binding arbitration under the rules of the American Arbitration Association.

14. Warranties

Both parties accept the product "AS IS" without warranties. Yanbor is not liable for any damages related to OUReports.

15. Transfer of Rights

This Agreement is binding on any successors of the parties.

16. Termination

The Agreement terminates at the end of the current licensed period if not renewed. Either party can terminate the renewed Agreement with 60 days' written notice.

17. Entire Agreement

This Agreement contains the entire agreement between the parties and supersedes any prior agreements.

18. Amendment

Any amendments must be made in writing and signed by both parties.

19. Waiver of Contractual Right

Failure to enforce any provision does not waive the right to enforce it later.

20. Severability

If any provision is invalid or unenforceable, the remaining provisions remain in effect.

21. Applicable Law

This Agreement is governed by the laws of the State of Arizona.

22. Signatories

This Agreement is signed by authorized officers of Yanbor and the Client, effective as of the date signed.

Yanbor LLC:

By: _____

Date: _____

Client:

By: _____

Date: _____

For any questions, please contact Yanbor LLC at support@oureports.net.