

Royalty Agreement

This **Royalty Agreement** ("Agreement") is entered into as of today, between the **Yanbor LLC** ("Licensor") and Customer ("Licensee").

Recitals

- **Whereas**, Licensor is the owner of the software known as **DataAI** ("Software"), including its source code and any derivative works thereof;
- **Whereas**, Licensee wishes to use, modify, and distribute products based on the Software or parts thereof;
- **Whereas**, Licensor and Licensee agree that Licensee shall pay a royalty fee to Licensor for each installation of any product based on the Software or any of its parts;

Now, Therefore, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Grant of License

1.1 **License**: Licensor hereby grants to Licensee a non-exclusive, non-transferable license to use, modify, and distribute the Software, including any products derived from or incorporating any part of the Software, in accordance with the terms of this Agreement.

****No Warranty****: - The Software is provided "**AS IS**", without warranty of any kind.

1.2 **Scope**: This license shall cover any use of the Software, whether in whole or in part, as integrated into any product developed or sold by Licensee.

2. Royalty Payments

2.1 **Royalty Amount**: Licensee agrees to pay Licensor a royalty payment of **\$100 (One Hundred Dollars)** for each installation of any product based on or incorporating any part of the Software.

2.2 **Payment Schedule**: Licensee shall report and pay all royalties due to Licensor within **30 days** after the end of each calendar quarter, along with a detailed statement of all installations made during that period.

2.3 **Currency**: All payments shall be made in United States Dollars (USD).

2.4 Payment Method: Payments shall be made via PayPal at DataAI.link page:
<https://oureports.net/OUReports/PayRoyalty.aspx>.

3. Records and Reporting

3.1 Record Keeping: Licensee shall maintain complete and accurate records of all installations, sales, and other transactions subject to royalty payments under this Agreement.

3.2 Audit Rights: Licensor shall have the right to audit Licensee's records to verify the accuracy of the royalty payments. Any such audit shall be conducted during normal business hours and upon reasonable notice.

3.3 Underpayment: In the event any audit reveals an underpayment by Licensee, Licensee shall promptly pay the amount due, plus interest at a rate of 10% per annum. If the underpayment exceeds 5%, Licensee shall also reimburse Licensor for the cost of the audit.

4. Term and Termination

4.1 Term: This Agreement shall commence on the Effective Date and continue until terminated as provided herein.

4.2 Termination by Licensor: Licensor may terminate this Agreement immediately upon written notice if Licensee fails to make any payment when due or otherwise breaches any term of this Agreement and fails to cure such breach within **30 days** after receiving notice from Licensor.

4.3 Termination by Licensee: Licensee may terminate this Agreement upon **30 days'** written notice to Licensor.

4.4 Effect of Termination: Upon termination, Licensee shall cease all use of the Software and destroy all copies in its possession.

5. Confidentiality

5.1 Confidential Information: Both parties agree to maintain the confidentiality of any proprietary or confidential information disclosed during the term of this Agreement.

5.2 **Obligations:** Neither party shall disclose the other's confidential information to any third party without prior written consent, except as required by law.

6. Indemnification

6.1 **Indemnification by Licensee:** Licensee agrees to indemnify and hold harmless Licensor from any claims, damages, liabilities, or expenses arising out of or related to Licensee's use, distribution, or modification of the Software.

****No Warranty**:** - The Software is provided "**AS IS**", without warranty of any kind.

7. Miscellaneous

7.1 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of Arizona, without regard to its conflict of laws principles.

7.2 **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, understandings, or representations, whether oral or written.

7.3 **Amendments:** This Agreement may only be amended by a written agreement signed by both parties.

7.4 **Assignment:** Licensee may not assign or transfer any rights or obligations under this Agreement without the prior written consent of Licensor.

7.5 **Notices:** All notices required or permitted under this Agreement shall be in writing and delivered to the email addresses specified above or such other address as either party may designate in writing.

7.6 **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

7.7 **Waiver:** The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of that provision or any other provision of this Agreement.
