

## Terms and Conditions for using OUReports

**By using OUReports web sites you (OUReports User) agree for following Terms and Conditions:**

1. **OWNERSHIP.** Yanbor LLC (OUReports) 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. **DEFINITIONS.** For purposes of this document, 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 the user in the use of the Software, as may be amended, revised or corrected from time to time by OUReports.
  - (b) "Software" shall mean both source code and supplemental database structure of the computer systems related to the OUReports,
  - (c) "Supported Environment" shall mean the configuration and conditions, as stated in the applicable Documentation, intended by OUReports for use of the Software.
  - (d) "OUReports User" shall mean individual user, company or vendor agreed for the Terms and Conditions of this document.
3. **GRANT OF LICENSE.** Yanbor LLC owns the Online User Reporting system ("OUReports"). In accordance to these terms Yanbor LLC grants to OUReports User a non-exclusive license to use it from the Yanbor LLC web server OUReports.com and OUReports.net during the user trial period or user paid period which one of them is later. Yanbor LLC retains title and ownership of the OUReports.
4. **PAYMENT OF ROYALTY.** OUReports User can use OUReports free of charge during the trial period (10 days for individual users and 30 days for the companies). After the end of trial period to continue use OUReports the individual users will pay \$1 per day; the companies (direct customers) will pay to Yanbor LLC a royalty which shall be defined in Sale of OUReports Service agreement; the vendors will pay to Yanbor LLC a royalty which shall be defined in Sale of OUReports Software agreement. Term "licensed period" means the period of one year for companies (direct customers and vendors) started when the agreement is signed or renews, or the paid period for individual users. The first license period starts on the end date of trial if the payment for this period has been received by Yanbor LLC.
5. **RENEWAL AND TERMINATION.** Yanbor LLC automatically renews to OUReports User a non-exclusive license to use OUReports for the next licensed period if the next licensed period is

paid before the end date of current licensed period otherwise it will terminate on the end date of the current licensed period.

6. **MODIFICATIONS.** Unless the prior written approval of Yanbor LLC is obtained, OUReports User may not modify or change the OUReports in any manner.
7. **DEFAULTS.** If OUReports User fails to abide by the obligation of these Terms and Conditions for using OUReports, including the obligation to make a royalty payment when due, Yanbor LLC shall have the option to terminate the license to use OUReports and disable the OUReports User registration. OUReports User shall have the option of preventing the termination of license to use OUReports 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.
8. **CONFIDENTIAL INFORMATION.** The term “Confidential Information” means any information and material which is proprietary to Yanbor LLC, whether or not owned or developed by Yanbor LLC, which is not generally known other than by Yanbor LLC, which OUReports User may obtain through any direct or indirect contact with Yanbor LLC. Regardless of whether specifically identified as confidential or proprietary, Confidential Information shall include any information provided by Yanbor LLC concerning the business, technology and information of Yanbor LLC and any third party with which Yanbor LLC 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 LLC;
- information rightfully received by In OUReports User from a third party without a duty of confidentiality;
- information independently developed by OUReports User;
- information disclosed by operation of law;
- information disclosed by OUReports User with the prior written consent of Yanbor LLC;
- any information that both parties agree in writing is not confidential.

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

- A. No Disclosure. OUReports User 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 LLC.
  - B. No Copying/Modifying. OUReports User will not copy or modify the Confidential Information without the prior written consent of Yanbor LLC.
  - C. Unauthorized use. OUReports User shall promptly advise Yanbor LLC if OUReports User becomes aware of any possible unauthorized disclosure or use of the Confidential Information.
  - D. Application to Employees. OUReports User shall not disclose any Confidential Information to any employees of OUReports User, 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 LLC.
10. **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's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.
11. **WARRANTIES.** Neither party makes any warranties with respect to any use, sale or other transfers of OUReports by the other party or by any third party, and OUReports User accepts the product "AS IS". In no event will Yanbor LLC be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the OUReports.
12. **TRANSFER OF RIGHTS.** This agreement shall be binding on any successors of the parties.
13. **TERMINATION.** If not renewed this Agreement shall terminate on the end date of the licensed period.
14. **AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.
15. **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.
16. **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.

17. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Arizona.

18. **SIGNATORIES.** Clicking the checkbox "Agree for Terms and Conditions" on registration page serve as OUReports User signature to this agreement.