YouTestMe

End-User License agreement

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1   INTRODUCTION

This End-User Software License Agreement is made on DATE (the "Effective Date") between YouTestMe, with its principal place of business at Toronto, Ontario, Canada, and CLIENT, with its principal place of business at CITY, STATE, COUNTRY (the "Licensee").

2   RECITALS

WHEREAS, Licensor has developed certain computer programs and related documentation (the "Products") and desires to grant Licensee a license to use the Software.

WHEREAS, Licensee wishes to use the Software under the conditions set forth in this agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Licensee and Licensor hereby agree as follows:

3   DEFINITIONS

The following definitions shall apply to this agreement:

"Effective Date" has the meaning specified in the introduction to this agreement.

"Delivery Date" means the date when the production instance was delivered to the client.

"Client" has the meaning specified in the introduction to this agreement.

"**Software**" means YouTestMe GetCertified System consisting of the following environments:
   A.   Production environment - name.youtestme.com
   B.   Backup environment
   C.   Training environment
   D.   Sandbox environment
   E.   UAT environment

"**Install**" means placing the Software on a computer's hard disk, CD-ROM or other secondary storage devices.

"**Derivative Works**" means a work that is based upon one or more pre-existing works, such as a revision, modification, translation, abridgment, condensation, expansion or any other form in which such a pre-existing work may be recast, transformed or adapted, and that, if prepared without authorization by the owner of the pre-existing work, would constitute copyright infringement.

"**Use**" means (i) executing or loading the Software into computer RAM or other primary memory, and (ii) copying the Software for archival or emergency restart purposes.

"Initial Term" has the meaning specified in Section TERM.

"Renewal Term" has the meaning specified in Section TERM.

"Term" has the meaning specified in Section TERM.

4   SOFTWARE LICENSE

Perpetual License
Licensor hereby grants to Licensee a perpetual, non-exclusive license to use the Software and Documentation (collectively, the "Software System"), subject to the terms and conditions hereinafter set forth. This License is effective when executed by both parties and the license granted to the Software remains in force until Licensee stops using the Software or until Licensor terminates this License because of Licensee's failure to comply with any of its terms and conditions.

One Standalone Computer
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Network License
Licensor hereby grants to Licensee a nonexclusive license to install and use the Software on the Local Area Network with or without the access to the software over the internet.

5   TERM (SHOULD BE REMOVED IF LICENSE IS A PERPETUAL LICENSE)

The initial term of this agreement will begin on the Delivery Date and continue for TIME, unless terminated earlier (the "Initial Term").

At the end of each Term YouTestMe will offer the client an option to renew the term of TIME, unless terminated earlier ("Renewal Term").

"Term" means either the Initial Term or the then-current Renewal Term.

6   LICENSE FEE

As consideration for the license to use the Software System granted to Licensee herein, Licensee shall pay to Licensor the total sum stated in the contract between the Licensor and Licensee.

7   LICENSEE'S RIGHTS AND OBLIGATIONS

Licensee may either:

    A.   Make one copy of the Software solely for backup or archival purposes, or

    B.   Transfer the Software to a single hard disk, provided that Licensee keeps the original solely for backup or archival purposes

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    D.   Sublicense, rent, lease or lend any portion of the Software or Documentation

8   LIMITED WARRANTY

Licensor warrants that for a period of 90 days after delivery of the Software to Licensee:

    A.   The Software will perform in substantial accordance with the Documentation.

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9   LIMITED REMEDY

Licensor's entire liability and Licensee's exclusive remedy shall be:

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B. If Licensor or an authorized Dealer or Distributor are unable to deliver a replacement CD-ROM(s) or other media that is free of defects in materials or workmanship, Licensee may terminate this agreement by returning the Software and Documentation and Licensee's money will be refunded.

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11 TERMINATION

Licensor shall have the right to immediately terminate this License if Licensee fails to perform any obligation required of Licensee under this agreement or if Licensee becomes bankrupt or insolvent. This License agreement takes effect upon Licensee's use of the software and remains effective until terminated. Licensee may terminate it at any time by destroying all copies of the Software and Documentation in its possession. It will also automatically terminate if Licensee fails to comply with any term or condition of this License agreement.

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13 TITLE TO SOFTWARE

Licensor retains title to and ownership of the Software, its source code and all enhancements, modifications, and updates of the Software.

14 MODIFICATIONS AND ENHANCEMENTS

Licensee will make no efforts to reverse engineer the Software or make any modifications or enhancements without Licensor's express written consent.

15 THE SOFTWARE

The Software shall consist of the modules or components, shall perform the functions and shall comply with the proposals and specifications. Each Software module or component is expressly incorporated by reference herein.

16 DOCUMENTATION

The Documentation shall consist of all operator and user manuals and other materials for use in conjunction with the Software. Licensor shall deliver to Licensee, as specified below, a complete electronic copy of the Documentation. The licensee shall have the right, as part of the license granted herein, to make as many additional copies of the Documentation for its own use as it may determine.

17 OPERATING ENVIRONMENT

The Software, and each module or component and function thereof shall be capable of operating fully and correctly on the combination of computer equipment ("Hardware") the programming language and the Operating System.

18 DELIVERY

Licensor shall deliver the Software System to the Licensee via email, the required number of copies of the Software together with the required number of copies of the Documentation by the date specified in the contract between Licensor and Licensee. Licensor may postpone the delivery of the Software System to a mutually agreed-upon date.

19 SOFTWARE INSTALLATION AND ACCEPTANCE

After delivery of the Software System, Licensee shall conduct the acceptance testing procedure. Upon successful completion of every element of the acceptance testing procedure, Licensee shall execute a written notice of acceptance of the Software. In the event that the Software fails to pass any of Licensee's testing procedures or the acceptance test, then Licensor shall have thirty days in which to correct such defect and cause the Software to successfully pass all such tests, failing which Licensee may elect to cancel this agreement and Licensor shall immediately refund all sums previously paid to it by Licensee hereunder.

20 NEW LOCATION

Licensee may, at any time, without prior notice to or consent of Licensor, transfer the Software to any location other than the site of initial installation for use on any other central processing unit ("CPU") which is owned or controlled by Licensee or by subsidiaries or other entities owned or controlled by Licensee. The licensee shall thereafter promptly give Licensor notice of such new location.

21 SOFTWARE MAINTENANCE

A. During the warranty period, Licensor shall promptly notify Licensee of any defects or malfunctions in the Software or Documentation of which it learns from any source. Licensor shall promptly correct any defects or malfunctions in the Software or Documentation discovered during such warranty period and provide Licensee with corrected copies of same, without additional charge. Licensor's obligation hereunder shall not affect any other liability which it may have to Licensee.

B. Licensor shall provide to Licensee, without additional charge, copies of the Software System and Documentation revised to reflect any enhancements to the Software System made by Licensor during the warranty period. Such enhancements shall include all modifications to the Software System which increase the speed, efficiency or ease of operation of the Software System, or add additional capabilities to or otherwise improve the functions of the Software System.

22 ADDITIONAL SUPPORT

During the warranty period, Licensor shall provide to Licensee, without additional charge, all reasonably necessary telephone or written consultation requested by Licensee in connection with its use and operation of the Software System or any problems therewith.

23 LICENSEE'S MODIFICATIONS

Licensee shall have the right, in its own discretion, to independently modify the Software System for its own purposes and use, through the services of its own employees or of independent contractors, provided that same agree not to disclose or distribute any part of the Software System to any other person or entity or otherwise violate Licensor's proprietary rights therein. The licensee shall be the owner of any such modifications. Licensor shall not incorporate any such modifications into its software for distribution to third parties unless it first agrees to pay Licensee a reasonable royalty, pursuant to mutually agreed upon terms.

In the event that any modifications are applied to the Software System by the Licensee, the Licensor's Software Maintenance obligations shall be automatically suspended.

24 CONFIDENTIALITY

Each party agrees that it shall not disclose to any third party any information concerning the customers, trade secrets, methods, processes or procedures or any other confidential, financial or business information of the other party which it learns during the course of its performance of this agreement, without the prior written consent of such other party. This obligation shall survive the cancellation or other termination of this agreement.

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copyright or other proprietary notice to any copy of the Software or Documentation which contains modifications to which Licensee has ownership rights pursuant to this agreement.

27 ASSIGNMENT

Licensee may assign this agreement to any subsidiary or affiliate under its control, or as part of the sale of that part of its business which includes the Hardware or any substantial portion of its data processing facilities, or pursuant to any merger, consolidation or other reorganization, without Licensor's consent, upon notice to Licensor. Licensor shall not assign this agreement without Licensee's prior written consent, which shall not be unreasonably withheld. An assignee of either party, if authorized hereunder, shall have all of the rights and obligations of the assigning party set forth in this agreement.

28 INDEMNITY

Each party shall indemnify and keep the other party and its directors, officers, employees and agents fully indemnified against all actions, claims, proceedings, costs and damages (including any damages or compensation paid by the other party on the advice of its legal advisors to compromise or settle any claim) and all legal costs or other expenses arising out of any breach of the above representations, warranties and/or undertakings or out of any claims by a third party based on any facts which if substantiated would constitute such a breach.

29 LIMITED LIABILITY

Unless otherwise expressly stated herein, neither party shall be liable to the other party for any consequential damages arising out of its own breach of this agreement.

30 NOTICE

All notices required or permitted to be given by one party to the other under this agreement shall be sufficient if sent by certified mail, return receipt requested, to the parties at the respective addresses or to such other address as the party to receive the notice has designated by notice to the other party.

31 GOVERNING LAW

The parties shall comply with all applicable laws, rules and regulations in the performance of their own obligations in this agreement. This agreement shall be governed by and construed under the laws of the State of Ontario, Canada.

32 SEVERABILITY

If any provision of this agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

33 NO WAIVER

The failure by any party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.

34 COMPLETE AGREEMENT

This agreement sets forth the entire understanding of the parties as to its subject matter and may not be modified except in a writing executed by both parties.

35 BINDING EFFECT

This agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the Client and the YouTestMe.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and year first above written.

This agreement has been signed by the parties.

YouTestMe
by its authorized signatory:

CLIENT
by its authorized signatory:

_____

_____
(Signature of Authorized Signatory)

Zoran Kukoljac, Chief Executive Officer

_____
(Print Name and Position of Authorized Signatory)