

This Service Agreement is made and effective: _____ (the "Start Date").

Between: Smart Bean Inc. (the "Company") and _____ (the "Client").

Now, therefore, in consideration of the foregoing, the parties agree as follows:

1. AGREEMENT

This Service Agreement describes the terms governing Client's use of the Company's Bookkeeping Services as described on preceding pages, and Company's mobile applications, including content, updates and new releases (collectively, the "Services").

2. CLIENT'S RIGHTS TO USE THE SERVICES

2.1 The Services are protected by copyright, trade secret, and other intellectual property laws. Client is only granted the right to use the Services and only for the purposes described by Company. Company reserves all other rights in the Services. Until termination of this Agreement and as long as Client meets any applicable payment obligations and complies with this Agreement, Company grants to Client a personal, limited, nonexclusive, nontransferable right and license to use the Services.

2.2 Client agrees not to use, nor permit any third party to use, the Services or content in a manner that violates any applicable law, regulation or this Agreement. Client agrees Client will not:

- Provide access to or give any part of the Services to any third party.
- Reproduce, modify, copy, deconstruct, sell, trade or resell the Services.
- Make the Services available on any file-sharing or application hosting service.

3. USE WITH CLIENT'S MOBILE DEVICE

Use of these Services may be available through a compatible mobile device, the Internet, and may require software. Client agrees that Client is solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of Client's agreement with Client's mobile device and telecommunications provider.

COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO:

- i. THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM CLIENT'S PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION;
- ii. ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND
- iii. ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

4. CLIENT'S PERSONAL INFORMATION. Client can view Company's Privacy Statement provided with the Services and on the website for the Services. Client agrees to the applicable Company Privacy Statement, and any changes published by Company. Client agrees that Company may use and maintain Client's data according to the Company Privacy Statement, as part of the Services. Client gives Company permission to combine identifiable and non-identifiable information Client enters or uploads to the Services with that of other Clients of the Services and/or other Company services. For example, this means that Company may use Client's and other Clients' non-identifiable, aggregated data to improve the Services or to design promotions and provide ways for Client to compare business practices with other Clients. Company is a global company and may access or store personal information in multiple countries, including countries outside of Client's own country to the extent permitted by applicable law.

5. CONTENT

5.1 **Client is responsible for Client's content.** Client is responsible for all materials, data, and personal information ("Content") uploaded, posted or stored through Client's use of the Services. Client grants Company a worldwide, royalty-free, non-exclusive license to host and use any Content provided through Client's use of the Services. Client must provide all required and appropriate warnings, information and disclosures. Company is not responsible for the Content or data Client submitted through the Services. Client agrees not to use, nor permit any third party to use, the Services to upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following, including but not limited to:

- a. Illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that would encourage "flaming" others, or criminal or civil liability under any local, state, federal or foreign law;
- b. Content that would impersonate someone else or falsely represent Client's identity or qualifications, or that constitutes a breach of any individual's privacy;
- c. Except as permitted by Company in writing, investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication or engage in spamming or flooding;
- d. Virus, trojan horse, worm or other disruptive or harmful software or data; and
- e. Any information, software or Content which is not legally Client's and without permission from the copyright owner or intellectual property rights owner.

5.2 Community forums. The Services may include a community forum or other social features to exchange Content and information with other Clients of the Services and the public ("Community Forum"). Company does not support and is not responsible for the content in these Community Forums. Please use respect when Client interacts with other Clients in a Community Forum. Do not reveal confidential or other information that Client does not want to make public. Clients may post hypertext links to content of third parties for which Company is not responsible.

5.3 Company may freely use feedback Client provides. Client agrees that Company may use Client's feedback, suggestions, or ideas in any way, including in future modifications of the Services, other products or services, advertising or marketing materials. Client grants Company a perpetual, worldwide, fully transferable, sublicensable, non-revocable, fully paid-up, royalty free license to use the feedback Client provides to Company in any way.

5.4 Company may monitor Client's Content. Company may, but has no obligation to, monitor content on the Services. We may disclose any information necessary to satisfy our legal obligations, protect Company or its customers, or operate the Services properly. Company, in its sole discretion, may refuse to post, remove, or refuse to remove, any Content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

6. ADDITIONAL TERMS

6.1 Company does not give professional advice. Unless specifically included with the Services, Company is not in the business of providing legal, financial, accounting, tax, health care, real estate or other professional services or advice. Consult the services of a competent professional when Client needs this type of assistance.

6.2 We may tell Client about other Company services. Client may be offered other services, products, or promotions by Company ("Company Services"). Additional terms and conditions and fees may apply. With some Company Services Client may upload or enters data from Client's account(s) such as names, addresses and phone numbers, purchases, etc., to the Internet. Client grants Company permission to use information about Client's business and experience to help provide the Company Services to Client and to enhance the Services. Client grants Company permission to combine Client's business data, if any, with that of others in a way that does not identify Client or any individual personally. Client also grants Company permission to share or publish summary results relating to research data and to distribute or license such data to third parties.

6.3 Communications. Company may be required by law to send Client communications about the Services or third-party products. Client agrees that Company may send these communications to Client via email or by posting them on our websites.

6.4 Client will manage Client's passwords and accept updates. Client is responsible for securely managing Client's password(s) for the Services and to contact Company if Client becomes aware of any unauthorized access to Client's account. The Services may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve the Services. Client agrees to receive these updates.

7. DISCLAIMER OF WARRANTIES

7.1 CLIENT'S USE OF THE SERVICES, SOFTWARE, AND CONTENT IS ENTIRELY AT CLIENT'S OWN RISK. EXCEPT AS DESCRIBED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY, ITS AFFILIATES, AND ITS THIRD PARTY PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY, "SUPPLIERS") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE SERVICES ARE FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OR CONTENT IN OR LINKED TO THE SERVICES. COMPANY AND ITS

AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT THE SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION. IF THE EXCLUSIONS FOR IMPLIED WARRANTIES DO NOT APPLY TO CLIENT, ANY IMPLIED WARRANTIES ARE LIMITED TO 60 DAYS FROM THE DATE OF PURCHASE OR DELIVERY OF THE SERVICES, WHICHEVER IS SOONER.

7.2 COMPANY, ITS AFFILIATES AND SUPPLIERS DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT CLIENT'S USE OF THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS.

8. LIMITATION OF LIABILITY AND INDEMNITY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF COMPANY, ITS AFFILIATES AND SUPPLIERS FOR ALL CLAIMS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT CLIENT PAID FOR THE SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO SUCH CLAIM. SUBJECT TO APPLICABLE LAW, COMPANY, ITS AFFILIATES AND SUPPLIERS ARE NOT LIABLE FOR ANY OF THE FOLLOWING: (A) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; (B) DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, OR USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET COMPANY SYSTEMS REQUIREMENTS. THE ABOVE LIMITATIONS APPLY EVEN IF COMPANY AND ITS AFFILIATES AND SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS AGREEMENT SETS FORTH THE ENTIRE LIABILITY OF COMPANY, ITS AFFILIATES AND CLIENT'S EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ITS USE.

Client agrees to indemnify and hold Company and its affiliates and Suppliers harmless from any and all claims, liability and expenses, including reasonable attorneys' fees and costs, arising out of Client's use of the Services or breach of this Agreement (collectively referred to as "Claims"). Company reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. Client agrees to reasonably cooperate as requested by Company in the defense of any Claims.

9. TERMINATION Either party may terminate this agreement with or without cause at the end of any calendar month. Upon termination, Client must immediately stop using the Services and any outstanding payments will become due. Sections 2.2 and 3 through 12 will survive and remain in effect even if the Agreement is terminated.

10. GOVERNING LAW. California state law governs this Agreement without regard to its conflicts of laws provisions.

11. DISPUTES ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THE SERVICES OR THIS AGREEMENT WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT, except that Client may assert claims in small claims court if client's claims qualify. The Federal Arbitration Act governs the interpretation and enforcement of this provision; the arbitrator shall apply California law to all other matters. Notwithstanding anything to the contrary, any party to the arbitration may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction. WE EACH AGREE THAT ANY AND ALL DISPUTES MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. BY ENTERING INTO THIS AGREEMENT AND AGREEING TO ARBITRATION, CLIENT AGREES THAT CLIENT AND COMPANY ARE EACH WAIVING THE RIGHT TO FILE A LAWSUIT AND THE RIGHT TO A TRIAL BY JURY. IN ADDITION, CLIENT AGREES TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS-WIDE BASIS. CLIENT AGREES THAT CLIENT HAS EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS.

12. GENERAL This Agreement is the entire agreement between Client and Company and replaces all prior understandings, communications and agreements, oral or written, regarding its subject matter. If any court of law, having the jurisdiction, rules that any part of this Agreement is invalid, that section will be removed without affecting the remainder of the Agreement. The remaining terms will be valid and enforceable. Client cannot assign or transfer ownership of this Agreement to anyone without written approval of Company. However, Company may assign or transfer it without Client's consent to (a) an affiliate, (b) a company through a sale of assets by Company or (c) a successor by merger. Any assignment in violation of this Section shall be void. If Client wants to request a transfer of this Agreement, contact Company via an email to: accountant@SmartBeanInc.com.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SMART BEAN INC. (Company) _____ (Client)

By _____ By _____

Name _____ Name _____

Title _____ Date _____ Title _____ Date _____