

Jirav Terms of Use

These Terms of Use ("Agreement") govern Jirav's Cloud-based financial reporting, analysis, and projections software-as-a service ("Services") provided to the company or entity ("Customer") through the company that provides additional accounting or other software services to Customer ("Service Provider"). The Services are provided by Jirav, Inc., who is a third party beneficiary of this Agreement. BY SIGNING THE ENGAGEMENT LETTER WITH SERVICE PROVIDER WITH A LINK TO THESE TERMS AND/OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THIS AGREEMENT.

1. License. Subject to the terms and conditions of this Agreement and the payment of fees to Service Provider, Service Provider grants Customer a non-exclusive, non-transferable, non-sublicenseable right to have its Authorized Users (defined below) access and use the Services for Customer's internal business purposes.
2. Use of Services.
 - a. Customer is responsible for compliance by each Authorized User with the terms of this Agreement. An "Authorized User" is an employee or agent of Customer authorized to use the Services.
 - b. Customer shall not, and shall cause all Authorized Users not to, impersonate another user or share accounts.
 - c. Customer shall (i) keep all passwords used to access the Services confidential and secure; (ii) not attempt to gain unauthorized access to the Services or their related systems or networks.
 - d. Customer is responsible for the data entered into the Services by Service Provider or Customer relating to Customer ("Customer Data"), including the accuracy and completeness of Customer Data.
 - e. Customer shall be responsible for examining all results produced by the Services.
3. Cancellation. Customer may terminate this Agreement in conjunction with the termination of its agreement for services for Service Provider. Customer acknowledges that Jirav may terminate Customer's access to the Services if Service Provider is not current on Customer's account, if the agreement between Jirav and Service Provider is expired or terminated, or for any other reason.
4. Termination for Breach. Jirav also reserves the right to restrict, suspend or terminate Customer access to the Services in whole or part without notice and without liability in the event of a Customer breach or threatened breach of this Agreement.
5. Disclaimers. Scheduled and unscheduled interruptions may occur, and there is no warranty or guarantee of uninterrupted availability of the Services. SERVICE PROVIDER AND JIRAV DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW, COURSE OF DEALING, TRADE USAGE, REPRESENTATION STATEMENTS, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER JIRAV NOR ANY SYSTEM, SERVICES, DOCUMENTATION, DATA, OR MATERIALS PROVIDED BY JIRAV WILL BE CONSTRUED AS PROVIDING ACCOUNTING, TAXATION, FINANCIAL, INVESTMENT, LEGAL OR OTHER ADVICE TO CUSTOMER, END USERS, OR ANY THIRD PARTY. EACH PARTY WILL BE SOLELY AND INDIVIDUALLY RESPONSIBLE TO COMPLY WITH ALL LAWS AND REGULATIONS RELATING TO ITS RESPECTIVE BUSINESS OPERATIONS.
6. Indemnification. Customer shall defend, indemnify and hold Service Provider and Jirav harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with claims made or brought against Service Provider or Jirav by a third party alleging that the collection and use of

Customer Data infringes the rights of a third party; provided, that Service Provider or Jirav (a) provides prompt written notice of such claim to Customer, (b) grants Customer the sole right to defend such claim, and (c) provides to Customer all reasonable assistance.

7. Limitation of Liability. IN NO EVENT SHALL SERVICE PROVIDER OR JIRAV BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING IN ANY WAY OUT OF THIS AGREEMENT, EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE. THE AGGREGATE LIABILITY OF JIRAV AND SERVICE PROVIDER REGARDLESS OF THE FORM OF THE ACTION (AND WHETHER IN CONTRACT OR IN TORT) SHALL BE LIMITED TO \$10,000.

8. (3) prohibition on the copying, modification, reverse engineering, decompiling and disassembly of the Software, (5) Customer Client shall (i) keep all passwords used to access the Services confidential and secure; (ii) not attempt to gain unauthorized access to the Services or their related systems or networks; (iii) enter data completely and accurately into the Services; (iv) not impersonate another user or provide false user information or passwords or share accounts; and (v) shall be responsible for examining all results produced by the Services. Additionally, Customer and its Authorized Users shall (i) keep all passwords used to access the Services confidential and secure; (ii) not attempt to gain unauthorized access to the Services or their related systems or networks; and (iii) and enter data completely and accurately into the Services. As between Customer and Company, Customer shall be responsible for examining all results produced by the Services. Customer is solely responsible for the performance of all obligations under, and for all liabilities arising out of its agreements with its Clients, including, without limitation, performance guarantees under service level agreements.

9. Compliance with Laws. Customer shall be solely responsible for complying with all federal, state and local laws applicable to its performance under this Agreement and use of the Services.

10. Miscellaneous.

a. Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the state of California without regard to its conflicts of law provisions. Each party agrees to submit to the personal jurisdiction of the courts located in San Francisco County, California, and any cause of action that relates to or arises from this Agreement and/or the Services must be filed therein.

b. Assignment. Neither party shall have the right to assign and/or transfer this Agreement and its rights and obligations hereunder to any Third party without the prior written approval of the other party; except that either party may assign this Agreement without consent to a successor in connection with a transition, merger, acquisition, or sale of all or substantially all of its assets, or transition of some of the assets. Any purported assignment or transfer in violation of this paragraph is void.

c. Force Majeure. Notwithstanding any provision contained in this Agreement, neither party shall be liable to the other to the extent fulfillment or performance of any terms or provisions of this Agreement is delayed or prevented by revolution or other civil disorders; wars; strikes; labor disputes; electrical equipment or availability failure; fires; floods; acts of God; government action; or, without limiting the foregoing, any other causes not within its control, and which by the exercise of reasonable diligence it is unable to prevent. This clause shall not apply to the payment of any sums due under this Agreement by either party to the other.

d. 10.4 Service Provider Agreement. This Agreement supplements any other agreement between Customer and Service Provider. In case of any conflict between this Agreement and such other agreement with respect to the provision of the Services, the terms of this Agreement shall control.