

QuickBooks ProAdvisor Membership - Terms and Conditions

AGREEMENT ACCEPTANCE - IMPORTANT - PLEASE READ: This 2012 QuickBooks ProAdvisor Program Agreement (“Agreement”) is made between you and Intuit Canada ULC (“Intuit”) and is effective as of the Effective Date, as defined in the Term section below, and provides the terms and conditions of membership in the QuickBooks ProAdvisor Program (“Program”). This Agreement supersedes all previous Program terms and conditions, benefit provisions and other Program agreements and shall apply to all Program members regardless of when Program membership began. Your participation in the Program means that you agree to the terms and conditions of membership as provided in this Agreement.

ELIGIBILITY REQUIREMENTS

Program membership is available to financial services professionals in public practice who provide accounting, tax preparation, bookkeeping or information technology services to multiple clients on a fee paying basis. As part of the Program application process, you agree to provide Intuit with a copy (fax or email) of your stationery letterhead or a business card as verification of your professional status.

You represent to Intuit that you have all requisite corporate power and authority to enter into this Agreement and that this Agreement will constitute your legal, valid and binding obligations. You hereby agree to indemnify and hold Intuit harmless from any and all claims, damages and expenses (including, without limitation, attorneys' fees) arising from any breach of this Agreement. You represent to Intuit that you are 18 years of age or older, and are a Canadian citizen or permanent resident and are not a citizen or permanent resident of Cuba, Iran, Iraq, North Korea, Libya, Sudan or Syria. You understand that participation in the Program is limited solely to persons and entities located in Canada and the United States and supplying information and products to customers located in Canada.

APPLICATION INFORMATION

You hereby certify that the information that you supply to Intuit during the Program membership enrollment process is true and correct. This information is for the express use of Intuit and does not constitute certification or endorsement by Intuit of you or the services you provide. You understand that the Program membership fee is for a one-year membership period that commences on: (a) the date Intuit sends you an email confirmation of your order for Program membership in the case of new membership; and (b) in the case of renewing membership, as provided below. You further understand that Intuit reserves the right to discontinue Program membership at Intuit's sole discretion. No refund or partial refund of any kind for the Program's annual membership fee will be made in the event your membership is discontinued for failing to meet the then-current membership criteria.

MEMBERSHIP BENEFITS – QUICKBOOKS ACCOUNTANT EDITION WITH PAYROLL AND QUICKBOOKS ENTERPRISE SOLUTIONS

Program membership includes a license to use one (1) copy of the Quickbooks Accountant Edition with Payroll and QuickBooks Enterprise Solutions software (1 user), subject to the license terms provided with the product, solely to support services provided to your clients who use QuickBooks Enterprise. Your use of the product will not include networking functionality that is incorporated into the commercially available version of the product, which you may obtain subject to payment of Intuit's published license fee. The one (1) copy of the license for Quickbooks Accountant Edition with Payroll and QuickBooks Enterprise Solutions software is for your use only and such license is not to be sold or used by your clients. However, the trial version of the license for Quickbooks Accountant Edition with Payroll and QuickBooks Enterprise Solutions software can be distributed and installed to your current and potential clients.

Program membership includes a limited, nonexclusive, royalty-free, nontransferable, worldwide license, without the right to sublicense, for you to use, reproduce, publicly perform, distribute and display Intuit Marks solely in the form delivered by Intuit, in connection with your provision of services in connection with the Program. “Intuit Marks” shall mean the trademarks, trade names, logos, service marks, domain names and URLs found at www.quickbooks.ca including any posted trademark restrictions, which Intuit may revise from time to time at its sole discretion.

TERM

Your membership in the Program ("Membership") shall be effective on the date Intuit accepts your application for membership ("Effective Date") and shall continue, subject to payment of Program membership fees, unless cancelled or terminated as provided herein. If Intuit fails to send a renewal notice, you are ultimately responsible for the timely renewal of the Membership. In no event shall either party be obligated to renew or extend this Membership.

PAYMENT

There are two options available to you for payment of Program membership fees:

1. **Annual Subscription** – Full payment is required at sign-up for the first twelve (12) months of your membership. Subsequent billing will occur automatically on the annual anniversary of the Effective Date.
2. **Monthly Subscription** – First monthly billing will occur upon the Effective Date. Subsequent payments will occur on the same day of every month (e.g. If your membership application is accepted on the 7th of the month, you will be billed on the 7th of every subsequent month).

CANCELLATION POLICIES

60 – Day Money Back Guarantee

Every QuickBooks ProAdvisor membership is supported by a full money back guarantee within 60 days of your initial sign-up (less applicable shipping, handling and support/fees). You must delete the QuickBooks software from your computer and return all discs and documentation with the original receipt within sixty (60) days to:

Intuit Canada ULC
 PO Box 4182
 Edmonton, Alberta
 Canada, T6E 4T2

Please note:

- o You are responsible for any shipping costs.
- o Intuit is not responsible for materials lost in transit, so use of a shipping service with package tracking codes is recommended.

Cancellation after 60 days

You may choose to cancel your QuickBooks ProAdvisor Membership after sixty (60) days by notifying Intuit Canada at the above address or by calling the ProAdvisor customer service number 1.800.823.0083. No refund or partial refund of the Program's annual fee will be made after sixty (60) days. In addition, customers on a monthly subscription plan will be charged the fees set forth in the following table.

	Obligation to Intuit upon cancellation	End Result
Monthly Subscription	Cancellation after 60 days but before 365 days: Subscriber will be charged any unpaid balance of the full first year commitment for each product license Month 13+: no obligation	For the remainder of the first year commitment in which you have paid in full you will be able to continue to use your QuickBooks product, but will no longer automatically receive QuickBooks upgrades.

EFFECT OF CANCELLATION OR TERMINATION

Upon expiration or termination of your Member's Membership regardless of the reason thereto: (a) all privileges and benefits of Program Membership will be immediately revoked; (B) Member shall immediately cease use of the name "QuickBooks "ProAdvisor®" and shall otherwise discontinue representing in all instances and location (e.g., on materials, websites, etc) that Member is a participant or Member in the Program; (c) Member shall promptly return to Intuit all Intuit confidential information or certify in writing that it has destroyed such information; (d) all rights and licenses granted under this

Agreement (including without limitation the license to use the Certified Logo) will immediately and automatically terminate; and (e) Certified Member shall immediately cease use of the Certified Logo and shall otherwise discontinue representing that Certified Member is a Certified QuickBooks ProAdvisor or any other authorized statement regarding such status. No refund or partial refund of the Program's annual membership fee will be made in the event the Membership is terminated (i) Member terminates Membership within sixty (60) days after the date Intuit sends to Member an email confirmation of member's order for Program membership in accordance with Section 1(b) of this Agreement, in which case Intuit will refund the entire Membership fee for the then-current year Membership period, minus shipping costs; or (ii) or (2) Intuit terminates Member's Membership without cause, in which case Intuit will refund a prorated portion of the annual Membership fee based on the period that Membership was in force at the time of such termination.

QuickBooks Accountant Edition Software	If you cancel your Membership after 60 days but before 365 days of sign up, your QuickBooks Accountant Edition product will be deactivated immediately upon the expiration of the first term in which you have paid in full (starting month 13). If you terminate your Membership in month 13 or beyond, your QuickBooks Accountant Edition product will be deactivated immediately upon termination or cancellation.
QuickBooks Payroll Service	Your Payroll service will be deactivated immediately upon cancellation. You will no longer receive tax table updates.
Priority QuickBooks Technical Support	You will no longer have access to Priority QuickBooks Technical Support. Per incident fees will apply.
Priority Customer Service	You will no longer have access to Priority Customer Service Support.
Find-an-Expert Listing	Your information will be removed from the Find-an-Expert listing.
Use of ProAdvisor or Certified ProAdvisor Logos	You must cease using logos

TERMINATION BY INTUIT

Intuit may terminate your Membership at any time, with or without cause, by written notice to you not less than thirty (30) days before the effective date of such notice. To the extent permitted by applicable law, Intuit may terminate your Membership effective immediately and without notice in the event that: (A) you fail to perform any of your obligations under these Terms and Conditions or any written materials provided by Intuit relating to the Program, and such failure or default remains unremedied fifteen (15) days after written notice thereof; (B) Intuit, in its sole discretion, determines that you do not meet the criteria for Membership as determined by Intuit from time to time in its sole discretion; (C) you commit a crime or engage in an unlawful business practice; (D) there is any material change or transfer in the management or control of your business operations; or (E) your conduct or proposed conduct exposes or threatens to expose Intuit to any liability or obligation, including any obligations under federal, provincial or local law. You understand that Intuit reserves the right to discontinue your Membership if you give false, inaccurate or incomplete information on the application for Membership, or do not meet the criteria for participation, such criteria to be determined from time to time in Intuit's sole discretion. No refund or partial refund of the Program's annual fee will be made in the event your Membership is discontinued for such reason.

CONFIDENTIALITY

As a member of the Program, you agree that any information Intuit discloses to you, whether in oral or written form, and that is identified by Intuit as confidential or proprietary, or is otherwise not generally available to the public, shall be deemed confidential information and that you will not disclose such confidential information to any employees who do not have a specific need to use such information or to any other third party without Intuit's prior written consent. You acknowledge that the unauthorized

disclosure or use of Intuit confidential information will cause irreparable harm to Intuit, and you agree that, upon the written request of Intuit, you will return to Intuit, or permanently destroy, any confidential information you have received in writing or other tangible form from Intuit. In the event of violation of this confidentiality agreement, you agree that Intuit will have the right to seek and obtain injunctive relief in addition to any other rights and remedies Intuit may have.

IDEA SUBMISSIONS

By submitting ideas, suggestions, proposed business plans or any other material to Intuit, you agree that Intuit will treat such submissions as non-confidential, that Intuit may use the information without compensating or acknowledging you or any other person or entity, and that Intuit may have already developed, and is not restricted from developing, products, services or plans similar to, or competitive with, anything described in such submissions from Members.

SUPPORT AND RESPONSE TIME GOAL

QuickBooks support is included in the annual and monthly Membership fee. Intuit may also limit or terminate support service to any Member who uses the service in an irregular, excessive, abusive or fraudulent manner. Terms, conditions, support features, procedures, pricing and support availability for future periods are subject to change at any time without notice. Support coverage is provided solely for ProAdvisors and is non-transferable; it is personal to you and may not be used by other members of the firm that you are associated with, nor may it be transferred to or used by any other person or entity.

Support availability may occasionally deviate from stated hours due to downtime for systems and server maintenance, company events, observed Canadian holidays, and events beyond Intuit's control. Use of the toll-free support number is available to Members within Canada. Members in the U.S. protectorates may also have access to the toll-free phone number, but toll-free availability is not guaranteed. Intuit is not responsible for long-distance telephone charges incurred in connection with the use of support from a location outside Canada. Please note: For in-depth issues for some products such as Enterprise Solutions and Payroll, the support team may need to transfer you to a specialized product expert outside the ProAdvisor support team.

Intuit's goal is that a technical support representative will be available to talk to a Member within then-current published response goals, subject to variations due to downtime for systems and server maintenance, company events, observed Canadian holidays, and events beyond Intuit's control. Intuit's response time goals do not apply to third parties, including hardware and/or software vendors, to whom a call is transferred or escalated. A Member's call will be placed in the telephone support queue after membership has been verified using the telephone number. Response goals may not be deemed a representation or warranty on Intuit's behalf regarding the time within which a resolution, if any, may be available for any particular incident. Members must use the Member telephone number in order to talk to a technical support representative. Intuit's published response time goal is not guaranteed. No remedy is available for Intuit's failure to meet the published response time goal.

INTUIT PROPRIETARY RIGHTS

You agree that You are not authorized or permitted to use the term or name "Member: QuickBooks ProAdvisor® Program" (QuickBooks Programme des ConseillersPro) or other permitted uses as provided herein, until the date your Program membership commences and only during the term of current, valid membership. You agree to abide by all of the trademark restrictions as posted by Intuit. You further agree that you are not authorized or permitted by Intuit to use the trademarks "Intuit," "QuickBooks," "QuickBooks ProAdvisor," "QB," "QB ProAdvisor," "QuickBooks Programme des ConseillersPro" or Intuit's corresponding logo designs, or any other trademarks, trade names or domain names corresponding to or similar to Intuit's Marks, or belonging or licensed to Intuit in any products, services, or advertising, or in any way not expressly set forth in this Agreement. Member further agrees that Member will use all software provided by Intuit strictly in accordance with the software license agreement accompanying such software and with Canadian copyright laws.

PROTECTION OF INTEREST

Acknowledgment of Rights. You acknowledge Intuit's exclusive rights in all of the Intuit Marks and all goodwill associated therewith, and acknowledge that any and all plain-text uses of Intuit Marks by you inures solely to the benefit of Intuit. You shall not challenge Intuit's exclusive rights in and to the Intuit

Marks. You shall not do anything that might harm the reputation or goodwill of Intuit or any of the Intuit Marks. You shall not take action inconsistent with Intuit's rights in the Intuit Marks. You shall not adopt, use, or register any corporate name, trade name, trademark, service mark, internet domain name, or other designation confusingly similar to the Intuit Marks or incorporating in any way any of the Intuit Marks. If at any time you attempt to acquire any rights in, or registration(s) or application(s) of any kind for, containing or corresponding to the Intuit Marks by operation of law or otherwise, you will immediately and at no expense to Intuit assign such rights, registrations, names or applications to Intuit, along with any and all associated goodwill.

Enforcement. In the event you become aware of any unauthorized use of the Intuit Marks by a third party, you agree to promptly notify Intuit in writing, and shall cooperate fully, at Intuit's expense, in any enforcement of Intuit's rights against such third party.

CONDUCT OF BUSINESS

You warrant (a) to conduct business and provide services in a manner that reflects favorably at all times on the products, services, goodwill and reputation of Intuit; (b) to conduct business and provide services in full compliance with all applicable laws and regulations; (c) to conduct business and provide services in full compliance with all agreements you may have with Intuit, including but not limited to the QuickBooks Software License Agreement; (d) not to engage in deceptive, misleading or unethical practices; (e) not to make any statements, representations, warranties, or guarantees to customers that are inconsistent with the policies established by Intuit; (f) to provide support and services of the highest quality and integrity; and (g) to use best efforts to resolve any complaints or disputes with your clients regarding your services under the Program in a fair and timely manner. You agree not to use or display any materials or content on your Web site in a manner that is, as determined by Intuit in its sole discretion, defamatory, misleading, libelous, obscene or otherwise potentially damaging to the reputation of Intuit, or the goodwill associated with Intuit.

RIGHT TO INSPECT

Intuit shall have the right to inspect your provision of support and services under this Agreement, your business premises, and all signage, advertisements, promotional material, and documentation in order to ensure your full compliance with the terms and conditions of this Agreement. You shall cooperate fully and shall provide Intuit with immediate access to all requested materials and to your business premises in order to allow Intuit to exercise its right to inspect.

THIRD PARTY SERVICES

Certain services and products provided by third parties, and not by Intuit, are made available in connection with the marketing and distribution of QuickBooks and membership in the Program ("Third Party Services"). You are responsible for reviewing, understanding and complying with the terms and conditions governing any Third Party Services, and your use of any Third Party Services indicates your acceptance of such terms and conditions. You agree that Intuit is not responsible for the performance of third parties in connection with the Third Party Services, and to indemnify Intuit for third party claims relating to your use thereof.

INDEMNIFICATION BY YOU

You agree that Intuit shall have no liability to you or any of your clients or customers and that you shall indemnify, defend and hold Intuit harmless from any expenses, damages, costs or losses (including reasonable attorney's fees) resulting from any suit or proceeding based upon a claim arising (i) by reason of your performance or non-performance under this Agreement; (ii) arising out of your use of the Intuit Marks in any manner whatsoever except in the form expressly licensed under this Agreement; (iii) a breach of any representation, warranty, or obligation made by you contained in the terms of this Agreement, and/or (iv) for any personal injury, product liability, or other claim arising from the promotion and/or provision of your products or services. In the event Intuit seeks indemnification from you under this Section, Intuit will immediately notify you in writing of any claim or proceeding brought against it for which it seeks indemnification under this Agreement. Intuit reserves the right, at its option, to assume full control of the defense of such claim or proceeding with legal counsel of its choice. If Intuit so undertakes its own defense, any settlement of such claim or proceeding requiring payment from you shall be subject to your prior written approval. You agree to reimburse Intuit upon demand for any expenses reasonably incurred by Intuit in defending such claim, including, without limitation, attorney's fees and costs, as well as any judgment or settlement of the claim or proceeding. In no event may you enter into any third party

agreements which would in any manner whatsoever affect the rights of, or bind Intuit in any manner, without the prior written consent of Intuit.

WARRANTY DISCLAIMER; LIMITATION OF LIABILITY

THE PROGRAM (INCLUDING, WITHOUT LIMITATION, ALL PROGRAM-RELATED SERVICES) IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INTUIT AND ITS SUPPLIERS DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PROGRAM, ANY SERVICES PROVIDED BY INTUIT OR ITS SUPPLIERS, QUICKBOOKS OR OTHER SOFTWARE, ANY TRAINING GUIDE, AND/OR ANY OTHER RELATED MATERIALS INCLUDING THEIR FITNESS FOR A PARTICULAR PURPOSE, THEIR MERCHANTABILITY, OR THEIR NON-INFRINGEMENT. YOU ACKNOWLEDGE AND AGREE THAT SOME PROVINCES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO CERTAIN PROGRAM MEMBERS. IN THAT EVENT, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO SIXTY (60) DAYS FROM THE COMMENCEMENT DATE OF SUCH MEMBER'S INITIAL PROGRAM MEMBERSHIP. HOWEVER, SOME PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS IN DURATION MAY NOT APPLY TO CERTAIN MEMBERS. IN NO EVENT SHALL INTUIT OR ITS SUPPLIERS BE LIABLE FOR ANY AMOUNTS IN EXCESS OF THE FEES PAID BY YOU TO INTUIT HEREUNDER FOR THE MOST RECENT MEMBERSHIP PERIOD, NOR SHALL INTUIT OR ITS SUPPLIERS BE LIABLE FOR DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, LOST BUSINESS OR PROFITS ARISING FROM ANY MATTERS UNDER THIS AGREEMENT, REGARDLESS OF WHETHER INTUIT OR ITS SUPPLIERS HAVE NOTICE OF THE POSSIBILITY OF ANY SUCH DAMAGES. THE REMEDIES SET FORTH HEREIN SHALL BE YOUR SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF THESE TERMS AND CONDITIONS.

GENERAL

This Agreement will be governed by Alberta law and the federal laws of Canada applicable therein, without regard to its choice of law or conflicts of law principles, and with respect to copyright and trademark matters to Canadian federal laws and international treaties. This Agreement is deemed entered into at Edmonton, Alberta, and shall be construed as to its fair meaning and not strictly for or against either party. This Agreement will be binding on and will inure to the benefit of the legal representatives, successors and valid assigns of the parties hereto. This Agreement contains the entire agreement between Intuit and you with respect to the subject matter hereof, and supersedes all prior and/or contemporaneous agreements or understandings, written or oral, between Intuit and you with respect to the subject matter hereof. You may not assign all or any part of this Agreement without Intuit's prior written consent.

In the event that any provision of this Agreement shall be held by court of competent jurisdiction to be invalid or unenforceable, the remaining portions thereof shall remain in full force and effect and construed so as to best effectuate the intention of both you and Intuit unless Intuit determines in its discretion that the court's determination causes this Agreement to fail in any of its essential purpose. No waiver of any right or remedy on one occasion by either party will be deemed a waiver of such right or remedy on any other occasion. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by Intuit. This Agreement is freely assignable by Intuit and will be for the benefit of Intuit's successors and assigns.

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party under this Agreement shall be in writing and shall be deemed duly received when, (a) if sent via overnight delivery service (e.g., Federal Express), the next business day, (b) if hand delivered or by facsimile (subject to confirmation of receipt) that day if prior to 4:30 pm local time or the following business day otherwise, or (c) by registered mail return receipt requested, first-class postage prepaid, when received, provided the same is addressed to you at the most recent address you have provided to Intuit, your fax number and/or email address provided to Intuit under the Program, or to Intuit at:

Intuit Canada ULC
7008 Roper Road
Edmonton, Alberta T6B 3H2

F. (403) 303-4693
Attention: Legal Department

or such other address as either party may notify the other by way of notice in accordance with this provision.

Equitable Relief. You recognize and acknowledge that your breach of any of your covenants, agreements, or undertakings hereunder will cause Intuit irreparable damage, which cannot be readily remedied by monetary damages in an action at law, and may, in addition thereto, constitute an infringement of the Intuit Marks and/or rights under the laws of unfair competition. Accordingly, in the event of any default or breach by you, including any action by you which could cause loss or dilution of Intuit's goodwill, reputation, or rights in any Intuit Marks, Intuit shall be entitled to an immediate injunction in addition to any other remedies available, to stop or prevent such irreparable harm, loss, or dilution.

Non-Waiver. No waiver of any right or remedy on one occasion by either party will be deemed a waiver of such right or remedy on any other occasion.

Assignment. The rights granted to you hereunder are personal, and you may not assign this Agreement or any right or obligation hereunder, whether in conjunction with a change in employment, voluntary transfer, transfer by operation of law, or otherwise, without the prior written consent of Intuit, which Intuit may give or withhold in its sole discretion. Any such purported assignment or transfer shall be deemed a material breach of this Agreement and shall be null and void. This Agreement is freely assignable by Intuit and will be for the benefit of Intuit's successors and assigns.

Severability. The failure of Intuit to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not affect the validity of the remaining provisions unless Intuit determines in its discretion that the court's determination causes this Agreement to fail in any of its essential purposes.

No Endorsement. You acknowledge that Intuit makes no claims on behalf of you or your company as to the quality of the products or services you offer.

Relationship of Parties. You and Intuit are independent contractors and you agree that you will not represent yourself as an agent or representative of Intuit. Neither party has any express or implied right or authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement or undertaking with any third party. Nothing in this Agreement shall be construed to create a partnership, joint venture, franchise, employment or agency relationship between you and Intuit.

Continuing Obligations. All provisions of this Agreement which by their nature should survive termination or expiration shall survive termination or expiration, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Entire Agreement. This Agreement, which includes Exhibits A and B, constitutes the entire agreement and understanding between the parties with respect to the Program, and supersedes all previous Program agreements and membership guides, and all prior and contemporaneous negotiations, discussions and understandings of the parties, whether written or oral, regarding the Program. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by Intuit. This Agreement, including, without limitation, the Program and all Program benefits, and the QuickBooks ProAdvisor Program Membership Guide, may be changed from time to time by Intuit in its sole discretion.

LANGUAGE

It is the express wish of the parties that this agreement and all related documents be drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

EXHIBIT A
QuickBooks ProAdvisor Certification Terms and Conditions

A. Purpose of QuickBooks ProAdvisor Certification

Intuit is committed to providing its QuickBooks customers with superior quality products and services. In order to provide appropriate service and support for customers using QuickBooks, Intuit has created QuickBooks ProAdvisor Certification. Under QuickBooks ProAdvisor Certification, individuals who have demonstrated their proficiency in supporting QuickBooks by successfully completing the education and testing requirements of QuickBooks ProAdvisor Certification may obtain certain benefits and may be licensed to use the Intuit Marks, both as set forth in this Agreement. Certification does not, however, ensure that a Certified Member will qualify for any particular employment. Certified Members are not and may not act as an agent or representative of Intuit in any manner. Intuit does not endorse or guarantee the quality of Certified Members' support or other services to customers.

B. Definitions

1. "Certification" means the QuickBooks ProAdvisor Certification offered by Intuit for QuickBooks ProAdvisors who demonstrate technical competence relating to the use of QuickBooks, through successfully completing the Certification Curriculum.
2. "Certification Curriculum", means those course materials that have been developed by Intuit or its designated vendors for use with the QuickBooks ProAdvisor Certification, including proficiency testing. Such Certification Curriculum may include printed material, as well as web-based or CD-ROM-based interactive instructional material, and may be utilized in a self-study or in a classroom environment. Third-party service providers may perform the testing component of the Certification Curriculum on Intuit's behalf.
3. "Certification Status" means the status associated with the successful completion of the Certification Curriculum.
4. "Certified Member" means a QuickBooks ProAdvisor in good standing who has successfully completed the Certification Curriculum.
5. "Certified Logo" means the logo design(s) associated with the Certified QuickBooks ProAdvisor status, as provided by Intuit.

C. Certification and Quality Control

1. Obtaining Certification. To obtain Certification, you must (1) be enrolled in the QuickBooks ProAdvisor Program; and (2) successfully complete the Certification Curriculum and required testing within the time period noted in this section; and (3) comply with all other requirements in this Agreement.

NOTE: Upon release of a new certification course, the previous course will be available through June 30th of the following year (e.g., QuickBooks 2008 Certification Course access will be available through June 30th, 2009). After this time, Intuit may, in its sole discretion, restrict access of the earlier QuickBooks ProAdvisor Certification course.

2. Certification Enrollment. You certify that the information supplied to participate in Certification is true and correct. This information is for the express use of Intuit and the mere enrollment in Certification does not constitute Certification or endorsement by Intuit of Member. You understand that Intuit reserves the right to discontinue Certification of any Member or Certified Member who does not meet the criteria for participation in Certification, and that such criteria shall be determined from time to time in Intuit's sole discretion. No refund or partial refund of the Certified QuickBooks ProAdvisor membership's annual fee will be made in the event your Certification is discontinued.

3. Certification Curriculum. You acknowledge that Intuit has the right, in its sole discretion, to change at any time the Certification Curriculum and the requirements for obtaining or maintaining Certification. Intuit, at its discretion, will make your name and current Certification Status available to QuickBooks customers who request it, unless you notify Intuit in writing requesting that such information not be disclosed. It is your responsibility to ensure that such information is current and accurate, and to notify Intuit promptly in the event such information is not current or accurate.

4. No Transfer of Certification. Your Certification Status and any license to use the Certified Logo are personal to you and neither may be transferred nor assigned to any other person or entity. You retain your Certification Status and your license to use the Certified Logo if you leave your current employment

and/or begin working with a different business organization, as long as your Program membership and Certification are in good standing.

5. Conduct of Business. You agree (1) not to misrepresent your Certification Status or your level of skill and knowledge related thereto; (2) to provide support and services consistent with the Certification Curriculum; and (3) to use best efforts to resolve any complaints or disputes with your clients regarding your services as a Certified QuickBooks ProAdvisor in a fair and timely manner.

6. NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, INTUIT HAS THE RIGHT TO REVOKE, NOT TO GRANT, OR NOT TO RENEW YOUR CERTIFICATION STATUS AND/OR YOUR LICENSE TO USE THE CERTIFIED LOGO IF INTUIT DETERMINES IN ITS SOLE DISCRETION THAT YOUR CERTIFICATION OR YOUR USE OF THE CERTIFIED LOGO MAY ADVERSELY AFFECT INTUIT IN ANY WAY.

D. License Grant and Limitations on License Grant

1. License Grant. Subject to your obtaining and maintaining Certification Status under the terms of this Agreement, and to your full compliance with this Agreement, Intuit hereby grants and you accept a non-exclusive, non-transferable, royalty-free, revocable license to use the Certified Logo in the Territory (as defined in Chapter 6, Exhibit B, Section 2 of the Agreement), only as set forth in this Agreement, which may be modified from time to time at Intuit's sole discretion without notice. No other right, title, or license is granted hereunder, either by implication, estoppel or otherwise.

2. Limitations on License to Use Certified Logo. The Certified Logo may not be used for any other purpose or in any manner other than as described in the Certified Logo Restrictions in this Agreement. In addition, if at any time Intuit requests that you discontinue using the Certified Logo and/or substitute new or different Certified Logo(s), you will immediately cease use of the discontinued Certified Logo(s) and cooperate fully with Intuit to ensure that all legal obligations have been met with regard to ceasing use of the Certified Logo(s).

E. Term and Termination

1. Certification Term. Certified Member's rights and obligations under this Chapter 6 shall commence on the date you successfully complete the Certification Curriculum and will terminate upon Certified Member's loss or other termination of Certification Status or upon termination of the Program membership.

2. Termination of Certification by Intuit. Without prejudice to any rights it may have under this Agreement or in law, equity, or otherwise, Intuit may terminate a Certified Member's Certification under this Agreement (including without limitation the Certification Status and use of the Certified Logo) immediately upon the occurrence of any one or more of the following events:

- (a) You fail to maintain your annual Program membership either by failing to pay the then-current annual Program membership fee or otherwise;
- (b) You fail to perform any of your obligations under this Agreement, including, without limitation, the terms related to use of the Certified Logo;
- (c) You discontinue providing the services and support for Intuit products to which your Certification is related;
- (d) A government agency, state licensing body, or court finds that services provided by you fail to comply with applicable laws or regulations, or are defective or improper in any way, manner or form;
- (e) If actual or potential adverse publicity or other information emanating from a third party or parties, about you, the services you provide, or the use of the Certified Logo by you causes Intuit, in its sole judgment, to believe that Intuit or its reputation may be adversely affected; or
- (f) You resell and/or distribute the software provided to you by Intuit in violation of the terms and conditions of the software's end user license agreement or this Agreement.

Exhibit B

Trademark Usage Restrictions The following are the trademark usage restrictions for the Program (“Trademark Restrictions”).

A. No Use of Logo Forms or Box Designs

When referencing the QuickBooks name, the use of product logos or box designs is prohibited. Intuit trademarks must be displayed only in plain text and only for approved purposes as set forth below. Such plain text usage must retain the distinctive capitalization and/or spacing of the mark. For example:
Correct: QuickBooks® software; or QUICKBOOKS® software Incorrect: Quick books® software

NOTE: If you obtain Certified ProAdvisor status, you will be granted the limited right to use the Certified ® logo under the terms and conditions set out in Section F below. Also, if you are a member of the QuickBooks Affiliate Program, you are allowed, per that program’s terms and conditions, to display certain approved Affiliate Program ad banners (provided by Intuit) on your website(s), some of which include the QuickBooks product logos and/or box designs. See the QuickBooks Affiliate terms and conditions for further information.

B. Correctly Promote Your Membership in the QuickBooks ProAdvisor Program

Upon your acceptance into the QuickBooks ProAdvisor Program, Intuit encourages you to inform your current and prospective clients/ customers of your membership in the Program, in accordance with all of the Trademark Restrictions listed herein. You can convey this information in your advertising, and in detailed brochures, sales materials and websites (“Approved Materials”), but you should only do this in a way that does not lead clients to believe that you are somehow “Officially Endorsed by”, “Authorized by”, or formally “Partnered” with Intuit, or that you are an employee or representative of Intuit. The best way to promote your membership is to simply place one of the following plain-text statements in your sales and/or advertising materials:

“Member: QuickBooks ProAdvisor® Program”; or “Member of the QuickBooks ProAdvisor® Program”; or “QuickBooks ProAdvisor® Program Member”

C. No Use in Direct Business Source Identifiers

The Intuit, QuickBooks, QuickBooks ProAdvisor, QB, or other similar marks or logos cannot be used in your company name or in your direct business source identifiers such as stationery, business cards, company signs, domain names or company website titles. These identifiers indicate the name of your business and, thus, the source of its products or services. In order to avoid any possible confusion with regard to the source of Intuit’s products/services, versus your or another party’s products/services, use of Intuit’s trademarks in these source identifiers is prohibited. However, Intuit does not object to the membership statements in Section B above being used by Members in good standing on their business cards, stationery and company websites only, where no logo form or special design is used. The following additional statements may also be used on business cards and stationery without violating these Trademark Restrictions:

“Specializing in QuickBooks® software” “Supporting QuickBooks® users since...” “Specializing in QuickBooks® installation and setup” “Consulting on QuickBooks® software”

All other uses of the QuickBooks or other Intuit marks on direct business source identifiers are strictly prohibited.

Additionally, by participating in the Program, you agree that the Approved Materials will not contain any content that could be deemed by Intuit, in its sole judgment, to be obscene, violent or otherwise in poor taste or unlawful, or for the purpose of encouraging unlawful activities, or otherwise misuse or bring into dispute or disrepute the QuickBooks trademark, any other Intuit-owned marks or logos, or Intuit’s products or services. You are not permitted to use any Intuit trademarks or logos to brand or co-brand others’ product or services, nor to disparage Intuit, its subsidiaries, its products or services, or in ways in which, in Intuit’s reasonable judgment, may diminish or otherwise damage Intuit’s goodwill in its trademarks or logos, including but not limited to uses that could be deemed to be competitive with Intuit. Further, with the exception of use of the Certified Logo used in accordance with the Approved Purposes as defined below, you are not permitted to use any Intuit trademarks for promotional goods (like shirts,

pens, etc.). Intuit reserves all rights in its trademarks and logos, including but not limited to the right to object to unfair, disparaging, tarnishing or otherwise infringing uses or misuses of its trademarks/logos and to hold you in breach of the Agreement for any such unfair uses or misuses in Intuit's sole discretion. Any materials that show the Certified ProAdvisor Logo or Intuit trademarks must (in the sole opinion of Intuit) be consistent with the following brand attributes of the Intuit product line: easy-to-use, friendly, trusted, financial, secure, good value and very high quality.

D. No Use of Intuit Company Trade Name, Trademark or Company Logo

No person or company except Intuit may use the Intuit company name, trademark or company logo. The only use of the company name that is permitted is the plain-text listing of the ownership legend for Intuit's trademarks, as shown in Section E below.

E. Appropriate Symbols and Ownership Legends Must Be Used

When used in accordance with these Trademark Restrictions, Intuit's QuickBooks® and QuickBooks ProAdvisor® trademarks should appear with the "®" symbol directly next to the mark as shown. The appropriate ownership "legend" must also be displayed at least once in any materials where the QuickBooks or QuickBooks ProAdvisor names are mentioned (unless space is not available, e.g., on business cards). Such legend should generally read as follows:

"QuickBooks and QuickBooks ProAdvisor are registered trademarks and/or registered service marks of Intuit Inc."

Proper Form — Usage as Adjectives

When referencing Intuit trademarks in plain text, whether in the body of documentation, press releases, brochures, displays or other material as approved in these Trademark Restrictions, You should attempt to use Intuit trademarks as *adjectives* in at least its first iteration in said materials (i.e., "QuickBooks] Software"). Subsequently, the descriptive noun which the Intuit trademark modifies may be omitted where the immediate context shows that the term is intended, such as during repetitive mentions of the product within a single paragraph or section of text. Trademarks are adjectives, and should generally be used in connection with the generic nouns they modify. For instance, the word "software," or similar term (i.e., "financial software"), should immediately follow the referential use of the trademark "QuickBooks" in at least the first or most prominent instance where the Mark is displayed. The generic noun — which the Intuit trademark modifies — may be omitted in successive, multiple mentions of the Intuit trademark in a single section or page of text.

F. FOR CERTIFIED QUICKBOOKS PROADVISORS: Certified Logo Restrictions

All approved uses of the Certified Logo must conform to the following logo usage restrictions ("Certified Logo Restrictions"):

1. Approved Purpose

Certified Members are granted a limited license to use the Certified Logo and may use the Certified Logo solely for the purposes of notifying clients or prospective clients, via Approved Materials and usages only (as set forth in Section F.2 below), of the Certified Member's current, valid Certification in the Program and of the Certified Member's successful completion of the Certification Curriculum pursuant to this Agreement ("Approved Purpose"). No other use of the Certified Logo is permitted.

2. Approved Materials and Usage

a. Certified Members in good standing may use the Certified Logo for the Approved Purpose (in an appropriate form and size as set forth in this Section F) in all of the following instances (collectively, "Approved Materials"):

(i) Certain paper and electronic marketing materials for Certified Members' services related solely to QuickBooks software, such as Member brochures and websites;

(ii) Certain advertising for Certified Members' services related solely to QuickBooks software, such as display ads in newspapers, magazines and yellow pages;

(iii) On Certified Member's stationery and business cards; and

(iv) Apparel (e.g., shirts) for use solely by the Certified Member

b. All such Approved Materials must also separately contain Certified Member's own name, company name, service name and/or trade name in a size that must be at least as large as the Certified Logo lettering.

c. Certified Members may NOT use the Certified Logo in or on physical company signage or within company logos; however Certified Members may display the Certified Logo in public view separate and apart from company signage, member name, company name, service or trade name displays.

d. Notwithstanding the above, Certified Members may use the following identification line in plain text (not logo/graphic form) when printing a Certified Member's name on business cards, stationery, brochures, apparel, and website ONLY: "Jane Smith, Certified QuickBooks ProAdvisor.®" However, such identification line CANNOT be used on or in connection with company signage, or company names or logo designs (including where such logo designs appear on other materials), or be incorporated into signage or company names/logos in any way.

e. Certified Members may not under any circumstances use the Certified Logo or any part thereof in the name of the Approved Materials themselves, or in the names of Certified Member's own products, services, or business, or use the Certified Logos in any other non-approved manner, including for promotional events, merchandise or signage, or to express or imply any endorsement or affiliation with Intuit beyond the completion of the Certified Curriculum and required testing. Furthermore, Certified Member agrees that the Approved Materials will not contain any content that could be deemed by Intuit, in its sole judgment, to be obscene, violent or otherwise in poor taste or unlawful, or for the purpose of encouraging unlawful activities, or otherwise misuse or bring into dispute or disrepute the Certified Logo, the QuickBooks trademark, any other Intuit Marks, or Intuit products or services. Intuit reserves the right to object to unfair uses or misuses of Intuit Marks and to hold Certified Member in breach of this Agreement for any such unfair uses or misuses in Intuit's sole discretion.

For visual examples of approved and inappropriate uses of the Certified QuickBooks ProAdvisor logo usage, please visit accountant.intuit.com/certpaplogo.

3. Required Legend

All Approved Materials that display the Certified Logo shall include a small legend stating "QuickBooks and QuickBooks ProAdvisor are registered trademarks and/or registered service marks of Intuit Inc., used with permission." Intuit may, from time to time, also require Certified Member to use another statement.

4. Design Requirements

When reproducing the Certified Logo design, the only modification that is allowed is to resize the Certified Logo design in exact proportion to its original height and width. No re-sampling or other attempted duplication is allowed and no alteration, modification, cropping, or addition to the Certified Logo is permitted. The Certified Logo as supplied by Intuit cannot be "violated" or touched by any other text or graphics in any way, and there must be a border of space of at least fifteen percent (15%) of the total height of the Certified Logo surrounding it on all sides in every instance where the Certified Logo appears. The proportion of the Certified Logo should remain consistent. Stretching, condensing, distorting or otherwise altering the Certified Logo is prohibited. The Certified Logo may not be placed on backgrounds with insufficient contrast, photos or illustrations, strong patterns or texture.

5. Logo File Formats

The Certified Logo is offered in four different file formats for the Approved Purpose and usage as set forth in Section F.2 above. Any of the four file formats can be imported into documents created by most software applications. Please read the file format descriptions, as they will help you assess which file format is most appropriate for your needs.

- GIF. The .GIF file format versions of the Certified Logo have been created for web applications only. There are two sizes available, as the logos may NOT be resized in this file format.
- TIF. The .TIF file is a grayscale (black and white) version of the Certified Logo. It has been created for print applications where only one-color ink or toner is being used for reproduction. The size of the Certified Logo must be maintained, as resolution will be lost if the Certified Logo is made smaller or larger.

- **JPG.** The .JPG file is a two-color version of the logo (colors are black and PMS 116). It is universal and will work with a Mac or PC, and can be used for print or for websites. The logo can be scaled up to 200% maximum or down (no minimum) without losing resolution.
- **EPS.** The .EPS file is for high-resolution printing. The Certified Logo is colored and can be scaled up or down without losing resolution. Certified Logo colors are black and PMS 116. This file is compatible with Windows or Macintosh systems, and can be opened with either the Adobe Illustrator or Adobe Photoshop software applications.

Pay Per Click / Search Engine Advertising Restrictions

Please ensure that you carefully comply with all of the following pay-per-click / search engine advertising requirements. In order to avoid potential confusion among consumers and to prevent search ads from being removed by our trademark monitoring systems, You must adhere to the following restrictions. You understand and agree that Intuit retains the right to remove any ads that don't comply, in its sole discretion, with these restrictions.

- All sponsored ad titles must lead with your own marks or names, or with industry descriptors, and may not lead with Intuit brands. For example, all ad titles must be structured as "XYZ for QuickBooks" instead of "QuickBooks XYZ". This will avoid potential confusion as to the source, branding, or sponsorship of your offerings.

Proper Use:	Improper Use:
<u>Training for QuickBooks</u> Training on QuickBooks by ProAdvisor Name www.ProadvisorName.com	<u>QuickBooks Training</u> QuickBooks Training www.QuickBooksTraining.com
<u>Consulting for QB</u> ProAdvisor Consulting for QuickBooks www.ProAdvisorName.com	<u>QuickBooks Consulting</u> QuickBooks Consulting www.QBConsulting.com
<u>Courses on QuickBooks</u> ABC Consulting Courses on QuickBooks www.ProAdvisorName.com	<u>Intuit QuickBooks Courses</u> QuickBooks Training Courses www.IntuitQuickBooks.com

Note that all of the URLs above are acceptable. However any URL where an Intuit mark is incorporated into the front portion of the URL, or into the root domain, would violate these restrictions.

- You may only display Intuit marks in sponsored ads that directly advertise applications that interoperate with the corresponding Intuit products.
- You may only use Intuit marks as search keywords to trigger sponsored ads that directly advertise applications that interoperate with corresponding Intuit products.
- If You advertise a Your services on search engines outside the United States (e.g., google.ca or yahoo.co.uk), you must ensure that such Application truly interoperates with the corresponding local version of the Intuit product. When purchasing search engine ads, please ensure that you carefully designate the appropriate countries/regions for the ad.
- Intuit marks may only be used in the very end segment of any display URL of a search engine ad. For example, you may only use Intuit marks as follows: www.appdeveloper.com/appnameforquickbooks.
- Your search ads must point to your own Web site, and must point to a page containing information about your services.
- When using Intuit marks in search engine ads, you must avoid any false claims or statements of affiliation, endorsement or sponsorship, where no such relationship exists. For example, you must not claim in your ad that the ad will lead people to an "Official Site" for QuickBooks, or claim that you are an "Official Partner" or "Preferred Solution" of Intuit.
- You may bid on phrases like "free QuickBooks" when promoting free Intuit offerings or trials (like QuickBooks Simple Start Edition), but You may not bid on Intuit brands stand-alone when promoting a free Intuit product.
- You may use words like "discount", "deal", and "low cost" in sponsored ads that also contain Intuit

marks, but you should not use words like “cheap”, “blowout”, “bargain”, “fire sale”, etc., in such sponsored ads.

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Screen shots are the individual screen displays contained within Intuit software applications and online services. You may make use of a limited number of screen shots for **purely educational or illustrative purposes** (e.g., educational guides, how-to books, training presentations, product reviews, etc.) provided you adhere to the following guidelines:

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5. You may not use screen shots that contain third-party content unless you separately seek and obtain permission from such third party to display its content.
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7. You may not use a screen shot that contains an image of an identifiable individual.
8. You must include the following copyright attribution statement on all materials containing Intuit screen shots: "Screen shots © Intuit Inc. All rights reserved."
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11. Your materials should not be mostly or solely composed of Intuit screen shots or other Intuit intellectual property. If Intuit screen shots or other Intuit intellectual property would represent the majority of the material you wish to reproduce and/or distribute, you must obtain permission from Intuit before publishing or distributing such content. Requests must be in writing and should be sent to Intuit via the email address below.

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You may use short portions of Intuit-authored user guides for **purely educational/instructional purposes only**, provided you adhere to all of the following guidelines:

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3. You may not separately sell for a profit any portion of any Intuit-authored user guide.
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5. Your use may not be incorporated with or into any obscene or pornographic material, and may not be disparaging, defamatory, or libelous to Intuit, any of its products, or any other person or entity.

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5. Your site cannot contain content that would be construed as obscene, libelous, defamatory, pornographic or inappropriate;
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