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(a) Your use of the QuickBooks Premier: Accountant & Bookkeeper Edition is conditional upon your being a member in good standing in the QuickBooks ProAdvisor Program. If you choose to leave the QuickBooks ProAdvisor Program or let your membership otherwise lapse, you will be denied access to all benefits of the QuickBooks ProAdvisor Program which includes the Payroll Subscription and any updates, (access will be limited to viewing transaction data, viewing reports and printing historical data, known as Reduced Functionality Mode) which will not be reinstated until you rejoin the QuickBooks ProAdvisor Program and pay any applicable administrative fees.

(b) In addition to the terms, conditions and restrictions set forth in this Agreement, your membership guide to the QuickBooks ProAdvisor Program (ProAdvisor Terms & Conditions) may set out additional terms, conditions and restrictions that apply to you. In the event that the terms of this Agreement are inconsistent with the ProAdvisor Guide, the terms of this Agreement shall control as to the QuickBooks Premier Accountant & Bookkeeper Edition software. Active participants to the ProAdvisor Program may have access to additional Intuit products, services or discounts during the term of their subscription on a when-and-if available basis. Any additional Intuit offerings provided during the active subscription cease immediately when the active subscription terminates.

(c) You may not assign/transfer your rights in and to the QuickBooks Premier: Accountant & Bookkeeper Edition software to any third party without Intuit's prior approval, which may be conditional upon the third party assignee/transferee agreeing to certain terms and conditions as determined by Intuit in its sole discretion.

3.2 You may not process payroll for any other person, company or legal entity without a valid Payroll Subscription.

4. Online Data Transfer (not applicable for Software and Trial versions that do not include access to the Online Data Transfer feature).

You may have the option to transfer your data files from the Software to Intuit's online servers (the "Online Data Transfer") in order to facilitate certain interoperability, data integration, and data access between the Software and certain supported ancillary services you may sign up for and use in connection with the Software (the "Ancillary Services"). Separate fees may apply. In order for you to select the Online Data Transfer option, you must (i) have registered select versions of the Software, (ii) have Internet access, and (iii) and may need to be an active subscriber to the Ancillary Services. If you select the Online Data Transfer option, a copy of all or part of your company, data files will be transferred via the Internet to Intuit's servers (the "Transferred Files"); where you grant Intuit the right and license to (i) host and maintain the Transferred Files and (ii) use the Transferred Files to make the Ancillary Services available to you, (iii) reformat and manipulate the Transferred Files as reasonably necessary for the data to function with the Ancillary Services. Your original data files will remain in the Software. If you are signed-up for any Ancillary Services that support Online Data Transfer, you will then have the option to have the Transferred Files sent to any of those supported Ancillary Services (a "Data

Transfer"). If you are no longer signed-up for an Ancillary Service, you will no longer be able to process Data Transfers to that Ancillary Service.

If you authorize a Data Transfer for a third party Ancillary Service, you authorize Intuit to provide the Transferred Files to the third party provider of such Ancillary Service in order to provide the Ancillary Service to you. You agree and acknowledge that Intuit has no control over any third party Ancillary Services. Your use of the Ancillary Service may be subject to additional terms and conditions. Intuit does not have any liability whatsoever for any actions or inactions on the part of the Ancillary Services resulting in your inability to use the Online Data Transfer feature or otherwise use the Ancillary Services in connection with the Software.

5. 60-Day Money Back Guarantee

In the event you determine that you are not satisfied with the Subscription/Software, whether obtained under Section B.1.1(a) or (b) hereof, Intuit's entire liability and your exclusive remedy shall be as follows: you may cancel your order for a full refund (minus applicable shipping, handling and support/service fees) if within sixty (60) days of purchasing the Software or first signing up for the Subscription you: (a) send to the address set forth in Section B.6.1 the Software and all items provided to you as part of the Services, your notice of cancellation, and documentation evidencing the date and amount you paid for your Subscription; (b) delete any Software and documentation downloaded or loaded onto your computer; and (c) destroy any and all copies made by you (or with your permission) of any portion of the Software.

6. Limited Warranty

6.1 Intuit warrants that all CD(s) or other media (collectively, "CD(s)") provided to you as part of the Software or in relation to the Subscription, when under normal use, shall be free from defects in material and workmanship for sixty (60) days from the date of shipment of the CD(s) to you. For CD(s) that do not operate as warranted, Intuit shall, at its option, repair/replace the CD(s) at no additional cost to you provided that you send Intuit a replacement request, the defective CD(s), and documentation evidencing the date and amount for which you subscribed to the Subscription (e.g., dated receipt, shipping invoice) under Section B.1.1(a) or paid for the Software under Section B.1.1(b), prior to the expiration of the sixty (60) day warranty period. If you identify a defect after the warranty period, Intuit may make a replacement CD(s) available if you send to Intuit: your replacement request, the defective CD(s), and a cheque made payable to "Intuit Canada" in the applicable amount plus applicable tax. For all orders shipped within Canada, please add all applicable goods and services tax, harmonized sales tax and provincial sales tax as well as tax on shipping and handling based on your shipping address. Any request for the replacement of defective CD(s) (with the items identified in this Section B.5.1) must be sent to Intuit Canada, P.O. Box 4182, Edmonton, Alberta, T6E 4T2.

6.2 SECTIONS A.9, B.5 AND B.6 SET FORTH INTUIT'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDIES IN THE EVENT OF YOUR DISSATISFACTION WITH THE SUBSCRIPTION, THE SOFTWARE, DEFECTIVE DISKS OR APPLICABLE SETUP SERVICE, UPDATE SERVICE, TECHNICAL SUPPORT/SUPPORT SERVICE PROVIDED AS PART OF OR IN CONNECTION WITH THE SUBSCRIPTION OR THE SOFTWARE.

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Intuit's current discontinuation policy is to provide support for the Intuit Software and for online and other services or content accessible through the Intuit Software for the most current version of the Intuit Software plus the prior two years' versions. More information about the discontinuation policy relating to the Intuit Software is available at www.quickbooks.ca.

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