

INTUIT® PROCLLOUD PARTNER PROGRAM AGREEMENT

AGREEMENT ACCEPTANCE - IMPORTANT - PLEASE READ:

This Intuit ProCloud Partner Program Agreement, including its Exhibits, (the "Agreement") sets forth the terms and conditions of the Intuit ProCloud Partner Program (the "Program") of Intuit Inc. and/or its subsidiaries and affiliates ("Intuit"). THIS IS A LEGAL AGREEMENT BETWEEN COMPANY ("COMPANY") AND INTUIT (collectively and individually, the "Party" or "Parties", as appropriate). IF YOU ARE ACCEPTING ON BEHALF OF COMPANY, YOU AGREE THAT YOU HAVE THE FULL LEGAL AUTHORITY TO BIND COMPANY TO THIS AGREEMENT AND YOU HAVE READ AND UNDERSTAND THIS AGREEMENT. THIS AGREEMENT IS EFFECTIVE AS OF THE DATE YOU ACCEPT THIS AGREEMENT ELECTRONICALLY (FOR EXAMPLE, CLICKING "I AGREE"), PARTICIPATE IN THE PROGRAM, INSTALL, ACCESS OR OTHERWISE USE THE SERVICE. IF YOU DO NOT HAVE THE LEGAL AUTHORITY TO AGREE TO THIS AGREEMENT, THEN COMPANY MAY NOT JOIN THE PROGRAM.

"Affiliate" shall mean an entity controlling, controlled by or under common control with a Party to the Agreement during the Term hereof where control means the ownership or control, directly or indirectly, of more than fifty percent (50%) of all the voting power of the shares (or other securities or rights) entitled to vote for the election of directors or other governing authority.

Intuit is a leading provider of business, retail and financial management software and service solutions for small and mid-sized businesses, consumers and accounting professionals. Company is a financial services company in public practice that provides accounting, tax preparation, bookkeeping or information technology services to clients on a fee paying basis.

Company wishes to receive from Intuit the right to market and resell Intuit Services to its clients.

1. PROGRAM DESCRIPTION. A members guide (the "Member Guide") shall be made available to Company and shall be governed by terms of this Agreement. This Member Guide shall include, without limitation, a program description and details of the benefits and requirements of the Program.

2. USE OF THE SERVICE; RESALE OF SERVICES

2.1 Program Participation. As a condition of participation in the Program, Company agrees to comply with any and all license provisions, terms of use, terms of sale, or other contractual requirements applicable to its receipt of Intuit Services, licenses, and accompanying authorized media (if any) for marketing and resale. In addition, Company agrees to comply with all terms of this Agreement, including the Member Guide and the End User License Agreement ("EULA") or Terms of Service ("TOS") for the Intuit Services, which may be amended from time to time, to the extent applicable. As used herein, the term "Intuit Service(s)" means (i) new releases, the Intuit products and online services provided to Company including, without limitation, QuickBooks Online, including content, updates, new releases specified by Intuit from time to time and all associated documentation including, but not limited to, the EULA and/or TOS applicable to such service (which EULA(s) and/or TOS are hereby incorporated into this Agreement by reference) (collectively the "Documentation"). As a member of the Program, Company has access to select Intuit Services to offer to its clients along with Company's value-added services. Discounts to Intuit QuickBooks Online are based on the number of clients and reflect Company's cost for the service at the time of purchase. Notwithstanding the foregoing, Company, shall at their sole discretion, set the client pricing for Intuit Services and Company's services. Notwithstanding anything to the contrary contained herein, Company agrees that the distribution of those Intuit Services consisting of software shall be by license only, and shall not include any right of sale, resale, ownership, or any related right. Distribution of physical or tangible products shall be by resale, including the right of ownership. Distribution of any media (if any) containing Intuit software shall not include any right of sale, resale, or ownership of the Intuit software contained thereon. Under no circumstances may Company acquire, permit the acquisition of or provide to end user customers any ownership rights in Intuit software or the Intuit Services.

2.2 Restrictions on Use. Company agrees: (i) not to create or attempt to create by reverse engineering, disassembly, decompilation, or otherwise, the source code, internal structure, file formats or other organization of the Intuit Services, or any part thereof, from any object code or information that may be made available to it, or aid, abet or permit others to do so save to the extent expressly permitted by applicable law and then on prior written notice to Intuit; (ii) not to remove any Intuit Services identification or notices of any proprietary or copyright restrictions from the Intuit Services or any support material (iii) not provide use of the Intuit Services in a computer time-sharing, online service, software-as-a-service, application service provider, online hosting or other similar business, rental or commercial timesharing arrangement; and (iv) to distribute, transfer, install and implement the Intuit Services to properly licensed end user customers only (and not to intermediaries that intend to transfer the Intuit Services to third parties) all with, and in compliance with, the Documentation. For the avoidance of doubt, Company acknowledges and agrees that Company is permitted to offer the Intuit Services to end user customers only, upon payment of appropriate end-user license and/or subscription fees, and not to intermediaries (e.g. other resellers).

2.3 Modification. At any time and in Intuit's sole discretion, Intuit may modify any of the terms and conditions contained in this Agreement and the Member Guide, by posting a revised or new agreement or Member Guide. If any modification is unacceptable to Company, Company's only recourse is to terminate this Agreement under clause 4.2.2 below. Company's continued participation in the Program following Intuit's posting of a revised or new agreement or Member Guide will constitute binding acceptance of the modification.

3. CONDUCT OF BUSINESS; RIGHT TO INSPECT; AUTHORIZATION.

3.1 Conduct of Business. Company warrants and agrees:

3.1.1 To conduct its business and provide its services in a manner which reflects favorably at all times on the Intuit Services, products, services, goodwill and reputation of Intuit;

3.1.2 To conduct its business and provide its services in full compliance with all applicable laws and regulations including, without limitation, any applicable codes of conduct, professional rules and regulations relating to the provision of accountancy services or membership of any professional body for the accountancy profession;

3.1.3 To conduct its business and provide its services in full compliance with all agreements Company may have with Intuit, including but not limited to the related Intuit Services, EULAs or TOSs;

3.1.4 Not engage in deceptive, misleading or unethical practices; or make any statements, representations, warranties, or guarantees that are inconsistent with this Agreement, the Member Guide or the policies established by Intuit;

3.1.5 To provide support and services to its end user customers of a reasonable quality and integrity or at least to standard to be provided by a professional provider of accountancy and technology services;

3.1.6 To use best efforts to resolve any complaints or disputes with end user customers regarding Company's services under the Program in a fair and timely manner. Company agrees not to use or display any materials or content on Company's Web site(s) in a manner that is defamatory, misleading, libelous, obscene or otherwise potentially damaging to the reputation of Intuit or the goodwill associated with Intuit; and

3.1.7 To only recommend and sell or provide the Intuit Services to an end user customer where Company reasonably believes that the Intuit Services are, in all the circumstances, the most appropriate service for the end user customer.

3.2 Right to Inspect. Intuit shall have the right to inspect Company's (i) provision of support and services to end user customers under this Agreement; (ii) business premises; and (iii) Program-related materials in order to ensure Company's full compliance with the terms and conditions of this Agreement. Company shall cooperate fully with Intuit and shall provide Intuit immediate access to all requested Company materials and to Company's business premises in order to allow Intuit to exercise its right to inspect under this clause 3.2.

3.3 Authorization. Company hereby authorizes Intuit and third parties authorized by Intuit to disclose and/or publish Company information including, without limitation, Company's name, address and other contact information, expertise profile and business profile in printed and/or electronic forms, in any medium.

4. TERM AND TERMINATION.

4.1 Term. This Agreement shall be effective upon Company's acceptance of this Agreement as evidenced by Company's click of the "ACCEPT" button (the "Effective Date"), and shall remain in effect for so long as Company is in full compliance with the terms of this Agreement or until cancelled or terminated as otherwise provided in this Agreement (the "Term").

4.2 Termination.

4.2.1 Intuit may terminate this Agreement for cause, immediately and without prior notice, in the event that: (i) Company fails to perform any of Company's obligations under this Agreement or is otherwise in default hereunder; (ii) Intuit, in its sole discretion, determines that Company does not meet the Program criteria, as determined by Intuit from time to time; or (iii) any conduct or proposed conduct of Company exposes or threatens to expose Intuit to any liability or obligation including, without limitation, any obligation under federal, state or local law.

4.2.2 Either Party may terminate this Agreement without cause upon notification to the other Party. Termination shall be effective thirty (30) days following notification by either Party.

4.3 Upon expiration or termination of this Agreement, regardless of the reason therefor: (i) all privileges and benefits of the Program granted to Company will be immediately revoked; (ii) Company shall immediately cease use of all Intuit trademarks, tradenames, copyrights and all Program material including, without limitation, Approved Materials and product box images (the "Intuit Images"), as those terms may be further defined in the Trademark Usage Guidelines or in the Member Guide; (iii) Company shall promptly return to Intuit all Intuit confidential information or certify in writing that Company has destroyed all such Intuit confidential information; (iv) all rights and licenses granted to Company under this Agreement will immediately and automatically terminate; and (v) Company will immediately discontinue representing that Company is a Program participant and Intuit Services reseller.

5. DISCLAIMERS; LIMITATIONS OF LIABILITY.

5.1 Disclaimers. EXCEPT AS SET OUT IN CLAUSE 2.1, INTUIT EXPRESSLY DISCLAIMS AND MAKES NO FURTHER REPRESENTATIONS AND OR WARRANTIES OF ANY KIND WITH RESPECT TO THE PROGRAM AND ANY SERVICES, AND THE PROGRAM AND SERVICES ARE PROVIDED TO COMPANY "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INTUIT HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED BY STATUTE, COLLATERALLY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, SATISFACTORY QUALITY MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR REASONABLE CARE AND SKILL.

5.2 Limitations Of Liability. TO THE FULLEST EXTENT ALLOWED BY LAW, INTUIT SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE PROGRAM OR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOSS OF USE, LOST DATA OR ANY DAMAGES OR SUMS PAID BY COMPANY TO THIRD PARTIES, EVEN IF INTUIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER SUCH CLAIM IS BASED UPON BREACH OF CONTRACT, WARRANTY OR ANY STATUTORY DUTY, NEGLIGENCE OR OTHER TORT, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE. SINCE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL DAMAGES, THIS LIMITATION MAY NOT APPLY TO COMPANY. INTUIT'S TOTAL LIABILITY FOR ALL DAMAGES, ALLEGED DAMAGES, AND LOSSES HEREUNDER, (WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED THE LESSER OF AMOUNTS RECEIVED BY INTUIT UNDER THIS AGREEMENT OR FIVE THOUSAND (\$5,000) US DOLLARS.

6. TRADEMARKS, TRADE NAMES AND COPYRIGHTS.

6.1 Company agrees to carefully follow the requirements set forth herein in order to ensure that all advertising, marketing, promotional, web and trade show materials conform to the following trademark usage guidelines (the "Trademark Usage Guidelines") so that customers are not confused as to the relationship between Company and Intuit and so that end user customers receive a clear and consistent marketing message about Intuit Services.

6.2 During the term of this Agreement, Intuit hereby grants to licensee the limited, non-exclusive, non-sublicenseable, revocable right and license to display the trademarks and logos (the "Intuit Marks") and Intuit images (the "Intuit Images"), solely for the purpose of, and in direct connection with, Company's advertisement, promotion, sale, and licensing of such Intuit Services. All such advertisement, promotion, sale, and licensing must comply with this Agreement and the Trademark Usage Guidelines and the Member Guide, as may be modified by Intuit from time to time. For the avoidance of doubt, Intuit Images include, without limitation, the box art, the web site descriptions and get up of Intuit products and the Intuit Services.

6.3 Company will include on each copy of any materials that it creates regarding or referring to Intuit Services, all trademark, copyright and other notices included by Intuit on Intuit Services or required to be so included by Intuit from time to time. The appropriate ownership legend must also be displayed at least once in any materials where the QuickBooks name is mentioned. Such legend must read as follows: "QuickBooks is a registered trademark of Intuit Inc." Company agrees not to alter, erase, deface or obscure any such notice on anything provided by Intuit. The QuickBooks® trademark must appear with the "®" symbol directly next to the mark as shown.

6.4 Company acknowledges that it has paid no consideration for the use of the Intuit Marks or Intuit Images, and nothing contained in this Agreement will give Company any right or interest in any of them, except for the limited rights to display the Intuit Marks or Intuit Images in connection with the distribution of Intuit Services, during the Term, as set forth in this Agreement. Company acknowledges that Intuit owns and retains all intellectual property rights in the Intuit Marks and Intuit Images, as well as in all Intuit Services, and agrees that it will not at any time during or after this Agreement assert or claim any interest in or do anything that may adversely affect the validity or enforceability of any trademark, image, logo, trade name, trade secret, copyright or patent belonging to or licensed by Intuit (including, without limitation, any act, or assistance to any act, which may infringe or lead to the infringement of any copyright in Intuit Services) or attempt to grant any right therein. As part of such obligation, Company will not register any mark, logo, trade name, company name, domain name, screen name or other source indicator which might be reasonably understood to refer to any Intuit Services, including any mark, logo, trade name or the like containing the words, acronyms or prefixes "intui", "intuit", "tuit", "quick", "quickbooks", "qb", "turbotax", "proadvisor", Mint, "gopay" or "gopayment (or phonetic equivalents)" (the "Intuit Names"). Company further agrees that Company will use all Intuit Services provided by Intuit strictly in accordance with the software license agreement accompanying such software and with all applicable laws including, without limitation, United States copyright laws. Company further agrees not to attach any additional trademarks, logos, trade designations or other legends to any Intuit Services without the prior written consent of Intuit. Company further agrees not to affix any Intuit trademark, logo or trade name to any non-Intuit product or service. Any use of Intuit Marks, Intuit Images or other Intuit-owned names and logos as part of Company's own source identifiers, or in a way that might create confusion with the Intuit Marks, Intuit Images or Intuit-owned names, is prohibited.

6.5 Upon expiration or termination of this Agreement, Company will immediately cease all display, advertising and use of all Intuit Marks, Intuit Images and other Intuit-owned designations (including the Intuit name or the names of any Intuit Services) and will not thereafter use, advertise or display any name, mark or logo which is, or any part of which is, similar to or confusing with any such Intuit Marks, Intuit Images or other Intuit-owned designations associated with any Intuit Services.

6.6 Intuit reserves the right to object to any uses or misuses of the Intuit Marks which it deems, in its sole discretion, to be inappropriate or to constitute a violation of applicable law. In the event that Intuit finds any such improper use or misuse to be intentional, Intuit shall have the right to take any and all appropriate action up to and including termination of Company's participation in the Program. Company agrees to reasonably cooperate without fee or charge in Intuit's efforts to protect its intellectual property rights, and will make any modifications or alterations to any of its content that contains or makes reference to Intuit Marks or Intuit Names, upon request. Company agrees to notify Intuit immediately in writing of any breach of Intuit's intellectual property rights that comes to Company's attention.

6.7 Use of Intuit Images. Company may use Intuit Images solely in connection with Company's advertisement, promotion, sale, licensing, and distribution of the Intuit Services under this Agreement. When reproducing the Intuit Images, the only modification Company is allowed to make is to resize the Intuit Images in exact proportion to their original height and width. No resampling or other attempted modification is allowed and no alteration, cropping or addition to the Intuit Images is permitted. The Intuit Images cannot be violated, adjusted, modified, altered or touched by any other text, images or graphics in any way, and there must be a border of space of at least 10 percent of the total height of each Intuit Image surrounding the Intuit Image on all sides, in every instance, where the Intuit Images appear. Additionally, in 4-color materials (e.g. not black and white or grayscale) and on web sites, the Intuit Images must appear in their original colors as is found on the Intuit website, from time to time.

6.8 Correctly Promote Company's Membership in the Program. Upon Company's enrollment into the Program under this Agreement, Intuit encourages Company to inform and provide notice to its current and prospective end user customers of its membership in the Program, in accordance with this Agreement and all of the Trademark Guidelines listed herein. Company can convey this information in its advertising, promotional materials, detailed brochures, sales materials and web sites ("Approved Materials"), but Company agrees to only do this in a way that does not lead customers to believe that Company is somehow an Intuit representative or employee, or that Company is somehow "Officially Endorsed by", "Certified by", "Authorized by", or formally "Partnered" with Intuit beyond the designations supplied to Company under this clause 6.8. Do not use the term "Intuit Reseller", "Intuit Partner", or any other description other than one of the following statements in Company Approved Materials: "Member: Intuit® ProCloud Partner Program"; or "Member of the Intuit® ProCloud Partner Program"; or "Intuit® ProCloud Partner Authorized Member"; or "Intuit® ProCloud Partner".

6.9 No Inappropriate Content. Except as set forth herein or in the Member Guide, all uses of the Intuit Services names, Intuit Names, Program names or Intuit Marks are prohibited. Company 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 misusing or bringing into dispute or disrepute the Intuit Marks, Intuit Names or names or logos of Intuit Services or services.

6.10 Advertising And Marketing Guidelines. Company must adhere to Trademark Usage Guidelines set forth above, in addition to the current published Advertising and Marketing Guidelines as referenced in the Member Guide.

7. QUICKBOOKS ONLINE PROADVISOR CERTIFICATION. Employees and staff of Company must qualify to take and then complete the appropriate testing for the Program (the "QuickBooks Online ProAdvisor Certification"), which shall be governed and subject to the QuickBooks Online ProAdvisor Certification terms and conditions.

8. PRIVACY. Company can view Intuit's Privacy Statement provided with the Program and on the website for the Program. Company agrees to the applicable Intuit Privacy Statement, and changes published by Intuit. Company agrees that Intuit may use and maintain Company's data according to the Intuit Privacy Statement, as part of the Program. Company also give Intuit permission to aggregate Company's non-personally identifiable data which Company enters or upload with that of other users of the Program. For example, this means that Intuit may use that non-personally identifiable aggregated data to improve services, design promotions, or provide ways for Company to compare business practices with other Program users. Intuit is a global company and you agree that Intuit may access or store personal information in, and transfer it to, multiple countries, including countries outside the European Economic Area or Company's country.

9. CONFIDENTIALITY. As a member of the Program, Company agrees that any information Intuit discloses to Company, 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 Company 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. Company acknowledges that the unauthorized disclosure or use of Intuit confidential information will cause irreparable harm to Intuit, and Company agrees that, upon the written request of Intuit, Company will return to Intuit, or permanently destroy, any confidential information Company has received in

writing or other tangible form from Intuit. In the event of violation of this clause 9, Company agrees that Intuit will have the right to seek and obtain injunctive relief in addition to any other rights and remedies Intuit may have.

10. GENERAL.

10.2 Company in Good Standing. Company shall at all times during the term of the Agreement meet the criteria listed in the Agreement and the Member Guide or be subject to removal from the Program upon the sole discretion of Intuit.

10.3 Assignment. Company may not sell, transfer or assign this Agreement, in whole or in part, or any of the rights hereunder, unless Company obtains the prior written consent of Intuit. 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 assignees.

10.4 Notices. Except as otherwise stated herein, all notices specified in this Agreement shall be sent by certified mail return receipt requested, commercial carrier, confirmed facsimile, or confirmed email and shall be considered effective upon receipt by the applicable Party as follows:

To Intuit:
Intuit Inc.
2700 Coast Ave.
Mountain View, CA 94043
Attn: General Counsel, Legal Dept.

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

10.5 Survival. The provisions of this Agreement including clauses [2.2, 4, 5, 6.4, 6.5, 6.6, 6.9, 8, 9, 10.6, 10.7, 10.8, 10.11, 10.13 and 10.15], which, by their terms, require or contemplate performance by the Parties after expiration or termination, or which reasonably ought to be understood to so require or contemplate, shall be enforceable notwithstanding any expiration or termination, howsoever caused.

10.6 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. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by Intuit.

10.7 Severability. If any court of law, having jurisdiction, rules that any part of this Agreement is invalid, that section will be removed without affecting the remainder of this Agreement. The remaining terms will be valid and enforceable, unless Intuit determines in its discretion that the court's determination causes this Agreement to fail in its essential purpose.

10.8 Governing Law and Arbitration. This Agreement will be governed by the laws of England and Wales, without regard to its conflicts of law principles. Notwithstanding the foregoing, you acknowledge that your breach (or an apprehension of breach) of any provisions of this Agreement, or any infringement (or apprehension of infringement) of Intuit's or its Suppliers' intellectual property rights may cause Intuit irreparable damage for which recovery of money damages would be inadequate. Accordingly, you agree that Intuit shall be entitled, in addition to any other remedies available to it, to seek (in any court of competent jurisdiction, notwithstanding the previous sentence) any relief (whether equitable or otherwise) to prevent or restrain any such breach or apprehended breach by you or otherwise to protect Intuit's rights under this Agreement. The parties hereby submit to the exclusive jurisdiction of the courts of England and Wales and you agree that you will procure that any third party making a claim against Intuit arising out of this Agreement shall bring such claim exclusively in the English courts and subject to the limitations and exclusions of liabilities provided for in this Agreement.

Intuit does not represent that the Services and/or content within the Services is appropriate or available for use in all jurisdictions or countries. Intuit prohibits accessing content from within countries or states where such content is illegal. You are responsible for compliance with all applicable laws pertaining to your use and access to the Services in your jurisdiction.

10.9 Independent Relationship. Nothing contained herein shall be deemed or construed as creating a joint venture or partnership between Intuit and Company. Neither Intuit nor Company is authorized, by virtue of this Agreement, as an agent or other representative of the other, or to make any commitments or representations of any kind on behalf of the other.

10.10 No Endorsement. Company acknowledges that Intuit makes no claim on Company's behalf as to the quality of the products or services Company offers.

10.11 Compliance with Laws. Company agrees, represents, and warrants that it and its agents, subcontractors, and employees shall comply with all applicable federal, state, county, and local laws, ordinances, regulations and codes in the performance of the Agreement, including the procurement of permits and certificates and the submission of any reports or filings. Company also agrees to indemnify and hold harmless Intuit from and against all claims that may be sustained by Intuit from Company's failure to comply with such laws, ordinances, and the like.

10.12 No Export. You acknowledge that the services, including the mobile application, and the underlying software may include U.S. technical data subject to restrictions under export control laws and regulations administered by the United States government. You agree that you will comply with these laws and regulations, and will not export or re-export any part of the Services, in violation of these laws and regulations, directly or indirectly.

10.13 Language. Any translation of this Agreement is done for local requirements, and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall govern. The Parties hereby confirm that they have requested that this Agreement and all related documents be drafted in English.

10.14 Time of the Essence. Any times, dates or periods specified in the agreement may be extended or altered by agreement in writing between the parties. However, time shall not be of the essence except where it is expressly stated to apply.

10.15 Further Assurance. Each party shall at the cost and expense of the other party use all reasonable endeavours to do all such further acts and things and execute or procure the execution of all such other documents as that party may from time to time reasonably require for the purpose of giving that party the full benefit of the assets, rights and benefits to be transferred to the other party under this agreement.

10.16 Entire Agreement. This Agreement, including the Member Guide and the Exhibits, constitutes the entire agreement between Company and Intuit, which may be changed from time to time by Intuit in its sole discretion and supersedes all prior and/or contemporaneous agreements or understandings, written or oral, with regard to the subject matter hereof. The terms and conditions of this Agreement shall supersede any previous agreements between the Parties with respect to the subject matter hereof, and any terms and conditions printed or written on any purchase order issued by Company. For the avoidance of doubt, in the event of any conflict between the terms of this Agreement and the terms of Exhibit A, the terms of Exhibit A shall apply. Each party confirms that it has not relied upon any statement, representation or understanding that is not an express term of this Agreement and shall not have any remedy in respect of any statement, representation or understanding which is not an express term unless made fraudulently.

Last Updated: May 15, 2013

Exhibit A - Country-Specific Terms

These terms and conditions apply only to Companies registered in the following countries. In the event of a conflict between the terms of this Agreement and the term of Exhibit A herein, the terms of Exhibit A shall apply:

AUSTRALIA

1. The parties acknowledge and agree that this Agreement is only between **Company** and **Intuit Singapore Pte Ltd (“Intuit”)**.
2. Limitation of Liability. FOR THE AVOIDANCE OF DOUBT, INTUIT DOES NOT EXCLUDE LIABILITY ARISING UNDER THE COMPETITION AND CONSUMER ACT 2010 (CTH) OF AUSTRALIA.
3. Company further agrees that Company will use all Intuit Services provided by Intuit strictly in accordance with the software license agreement accompanying such software and with all applicable laws including, without limitation, Singapore and Australian copyright laws.
4. Goods and Services Tax (GST). Terms used in this Section 10.1 shall have the meaning set forth in the New Tax System (Goods and Services Tax) Act 1999 (Cth) (GST Act). Unless otherwise stated, any amounts payable to Intuit under this Agreement include GST. If Intuit makes a taxable supply under this Agreement Company will pay the amount of GST at the time consideration for the taxable supply is payable. If an adjustment event arises in relation to a taxable supply made by Intuit under this Agreement, the amount paid or payable by Company pursuant to this Section 10.14 will be amended to reflect the effect of the adjustment event. Company shall gross up any payments to Intuit to compensate for any withholding tax payable.
5. Notices. Except as otherwise stated herein, all notices specified in this Agreement shall be sent by certified mail return receipt requested, commercial carrier, confirmed facsimile, or confirmed email and shall be considered effective upon receipt by the applicable Party as follows:

Intuit Singapore Pte Ltd
20 Cecil Street
#16-03/08
Equity Plaza
Singapore 049705

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

6. Governing Law and Arbitration. The validity, construction and performance of this Agreement will be governed by and construed in accordance with the laws of New South Wales, Australia. All disputes, controversies or claims in connection with this Agreement or breach thereof, shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce (“ICC Rules”) by one arbitrator mutually agreed to by the Parties and appointed in accordance with the ICC Rules. The place of arbitration shall be in Sydney, Australia, and all proceedings, including required notices and requests to the Parties shall be in conducted in the English language. Each Party may select its own counsel, including foreign counsel to participate on its behalf. The Parties may engage in reasonable discovery subject to the ICC Rules and any additional discovery requirements mutually agreed to by the Parties. The award by the arbitrator shall be final and binding on the Parties, and each Party hereby waives to the fullest extent permitted by law any right it may otherwise have under the laws of any jurisdiction to any form of appeal. Each Party will be responsible for its own costs of arbitration.

ENGLAND AND WALES

1. This Agreement sets forth the terms and conditions of the Program between **Company** and **Intuit Ltd (“Intuit”)**.
2. Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, INTUIT HEREBY DISCLAIMS ALL AND SHALL NOT BE LIABLE FOR IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STATUTORY DUTY, PRE-CONTRACT OR OTHER REPRESENTATIONS (OTHER THAN FRAUDULENT MISREPRESENTATIONS) OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT FOR: (A) CONSEQUENTIAL, INDIRECT OR SPECIAL LOSS OR DAMAGE; OR (B) ANY LOSS OF GOODWILL OR REPUTATION; OR (C) ANY ECONOMIC LOSSES

(INCLUDING LOSS OF REVENUES, PROFITS, CONTRACTS, BUSINESS OR ANTICIPATED SAVINGS). IN EACH CASE WHETHER ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE AND HOWSOEVER INCURRED.

EXCEPT AS PROVIDED BELOW, COMPANY AGREES THAT THE MAXIMUM LIABILITY OF INTUIT IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STATUTORY DUTY, PRE-CONTRACT OR OTHER REPRESENTATIONS (OTHER THAN FRAUDULENT MISREPRESENTATIONS) OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND EACH PART THEREOF, INCLUDING ITS EXECUTION AND PERFORMANCE; SHALL, IN RESPECT OF ANY ONE OR MORE EVENTS OR SERIES OF EVENTS (WHETHER CONNECTED OR UNCONNECTED) TAKING PLACE WITHIN ANY TWELVE MONTH PERIOD, BE LIMITED TO THE LESSER OF AMOUNTS RECEIVED BY INTUIT UNDER THIS AGREEMENT OR FIVE THOUSAND (\$5,000) USD.

NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT LIABILITY FOR FRAUD OR DEATH OR PERSONAL INJURY RESULTING FROM THE NEGLIGENCE OF EITHER PARTY OR THEIR SERVANTS, AGENTS OR EMPLOYEES ACTING IN THE COURSE OF THEIR DUTIES.

3. Company will use all Intuit Services provided by Intuit strictly in accordance with the software license agreement accompanying such software and with all applicable laws including, without limitation, English copyright laws.
4. Value Added Tax (VAT). All fees and charges described herein are exclusive of any taxes, including any excise, sales, use, value added (VAT), withholding and similar taxes. Company shall be liable and shall pay all applicable taxes associated with such fees and charges. Company shall gross up any payments to Intuit to compensate for any withholding tax payable. Intuit shall at its discretion apply for and credit Company with any tax credit received within 6 months by Intuit in respect of any such withholding taxes paid by Company.
5. Notices. Except as otherwise stated herein, all notices specified in this Agreement shall be sent by certified mail return receipt requested, commercial carrier, confirmed facsimile, or confirmed email and shall be considered effective upon receipt by the applicable Party as follows:

Intuit Ltd
Statesman House
Stafferton Way
Maidenhead
SL6 1AD
F. 01628 590801
Attention: Legal Department

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

6. Rights of Third Parties. Nothing in this Agreement shall create or confer any rights or other benefits whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person other than the parties to this Agreement.

Last Updated: May 15, 2013