

QuickTax and ImpôtRapide Tax Year 2009 Software License Agreement

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In order to use the Software after installation, you must provide Intuit, via the Internet or telephone, with the unique 21-digit installation key that appears on the case containing the Software CD or the Intuit order receipt, as well as a 13-digit machine-specific code generated by the Software. You will receive an 18-digit activation code from Intuit, which will unlock the Software for your use, so long as there are no problems with the installation key you provide to Intuit ("authorized user"). The installation key and machine-specific code numbers do not contain personally identifiable information about you nor can they be used to identify any personal information about you or any characteristics of your computer configuration. You can find more information about this activation process if you press "Help" on the Software activation screen. The activation process enables Intuit to provide you with any necessary Software updates. If the activation process is not successful, even after you have followed the directions in the Software, please visit the QuickTax technical support website at www.quicktax.ca/support, and if you are still unable to resolve your problem, please use the customer contact numbers listed on that site.

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B. If you have purchased QuickTax Business – Incorporated Edition license, the following applies:

In order to use the Software after installation, you must provide Intuit, via the Internet, with the unique 12-digit installation key that appears on the case containing the Software CD. This installation key allows you to prepare and print a single corporation's federal and any related provincial tax returns. You will receive an activation code from Intuit, which will unlock the Software for your use, so long as there are no problems with the installation key number you provide to Intuit. The installation key number does not contain personally identifiable information about you nor can it be used to identify any personal information about you, your business or any characteristics of your computer configuration. You can find more information about this activation process if you press "Help" on the Software activation screen. The activation process enables Intuit to provide you with necessary Software updates. If the activation process is not successful, even after you have followed the directions in the Software, please visit the QuickTax technical support website at <http://support.intuit.ca>, and if you are still unable to resolve your problem, please use the customer contact numbers listed on that site.

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A. If you have purchased a QuickTax or ImpôtRapide license (excluding QuickTax Business – Incorporated Edition) the following applies:

You may: (i) use the Software on only one computer; (ii) use the Software for up to two installations with your installation key; (iii) make one backup copy of the Software solely for archival or replacement purposes, which copy shall also be automatically subject to this License Agreement; and (iv) print and/or file up to a total of twenty (20) tax returns using the Software with eight (8) of the tax returns showing net income over \$25,000 per taxpayer return, and the remaining twelve (12) of the tax returns showing net income less than or equal to \$25,000 per taxpayer return.

Tax returns that show a net income less than or equal to \$25,000 will count toward the total number of tax returns you are permitted to print and/or file under the terms of your license. For purposes of this License Agreement, net income shall mean reported earnings of less than or equal to twenty-five thousand dollars (\$25,000) on line 236 of the T1 tax return. While the license entitles you to print and/or file up to eight (8) tax returns from your computer showing a net income over \$25,000 per tax return, Intuit offers you the option, through the Software (either by the telephone or the Internet), of "unlocking" the Software and purchasing a license to print and/or file up to an additional twelve (12) tax returns showing a net income over \$25,000 per tax return ("Additional Tax Return License"). To facilitate re-installation (described above) as well as the appropriate number of returns per installation key, Intuit will collect data on the number of tax returns printed and/or filed in relation to an installation key (plus subsequent "unlocking" as described above), but will not collect data on the contents of the returns or the computer on which they were prepared. All Additional Tax Return Licenses are subject to the terms and conditions of this License Agreement in all respects.

You may give the Software CD to another person so they can purchase a separate license before they use the Software.

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You may: use the QuickTax online service solely to prepare (i) single personal tax returns or (ii) personal tax returns for an individual and that individual's spouse; and (iii) print and/or file up to a total of twenty (20) tax returns per online user account regardless of income level. To ensure that use of the Software does not exceed the scope of permissible use, as set forth in the foregoing sentence, certain fields within your tax return file cannot be modified once completed. If this causes you hardship in your particular circumstances, please contact QuickTax Customer Service using the telephone numbers provided at www.quicktax.ca.

If you are a paid user, you may complete the preparation of your tax return and print or download your tax return file which you can use to file your tax return via post or electronically.

You agree to review your tax return for indications of errors and to make any and all necessary corrections prior to filing your return electronically or by post.

The QuickTax online services are not accessible after December 15, 2010 and shall not be supported beyond that date.

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Automated Use of Data in Your Tax Return File. To assist you in the preparation of your tax return, the Software may employ an automated process to help reduce the number of instances in which you have to repeatedly input the same data. For example, once you provide your name and address, that information automatically may be inserted throughout the applicable tax return form(s) as may be required.

Security and Data Storage. You may be required to designate a user ID and password which, when used together, will provide you with access to your tax return file. You are the only person authorized to use your user ID and password and for maintaining the confidentiality of your user ID. You shall not permit or allow other persons to have access to or use your user ID and password, except if you choose to provide that information to Intuit's authorized technical support personnel to assist you. You are responsible for the use of the Services under your user ID. Intuit will not disclose your password if you lose or forget it. If you lose or forget your member ID or password, you will not be able to access your tax return file via the Services, and any further use of the Services by you would require you to establish a new user account with a new user ID and password and re-enter your tax return information, or upload your tax return file stored on your personal computer. If applicable, Services fees will be assessed on each new user account. Notwithstanding any contrary statement, Intuit may use your user ID if necessary to facilitate its ability to provide you with the Services.

You are responsible for protecting the information on your computer such as by installing anti-virus software, updating your software, password protecting your files, and not permitting third party access to your computer. You agree to abide by Intuit's security policies as communicated by Intuit from time to time on www.quicktax.ca.

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Availability of Services. Intuit is not responsible for the late filing of your tax return due to any discontinuation of, or interruption in, the QuickTax online services, and you acknowledge that you should file your tax return as early as possible to meet any filing deadlines. You acknowledge that the sole means to ensure that you have an up-to-date record of your tax return file is for you to print and/or download your tax return file upon becoming a paid user and after making any modifications thereto. Intuit will not be responsible or liable for your failure to do so.

3. ACCURATE CALCULATION WARRANTY (excluding QuickTax Business – Incorporated Edition).

Intuit works diligently to ensure the accuracy of the calculations on every form prepared using the Software. If you are a registered user who has updated your copy of the Software with the most recent update available prior to filing your return and you pay a federal or provincial government penalty and/or interest solely because of a calculation error on a form prepared using the Software, and not as a result of, among other things: your failure to enter all required information accurately or your misuse of the Software; your negligent, willful or fraudulent (a) omission of pertinent information, or (b) inclusion of inaccurate information on your tax return; your misclassification of information on your tax return; or your

failure to file an amended tax return to avoid or reduce your penalty and/or interest after Intuit announced updates or corrections to the Software in time for you to file an amended tax return, then Intuit will pay you in the amount of the federal or provincial government penalty and/or interest paid by you to such federal or provincial government. If you believe such a calculation error occurred, and you have complied with the conditions in this paragraph, you must notify Intuit in writing at: Intuit Canada, Attention: QuickTax Returns Dept., P.O. Box 4182, Edmonton, AB T6E 4T2 as soon as you learn of the mistake (and in no event later than thirty (30) days after the penalty and/or interest is assessed). Your written notice must also include a copy of your Notice of Assessment or Notice of Reassessment from the Taxing Authority, a hardcopy of the applicable tax return, and a diskette with your *.q08 tax return files. By filing such a claim, you authorize Intuit to obtain and review any data files (including your *.q08 tax return files) that may be in Intuit's possession or control, as well as any materials provided by you in order to evaluate and verify your claim. You are responsible for paying any additional tax liability you may owe, and providing assistance and additional information as reasonably requested by Intuit.

QuickTax Online Accuracy of Calculation Guarantee. If you are a paid user and you pay a federal or provincial government penalty and/or interest because of a calculation error on a form prepared for you using the Services, and not as a result of, among other things, your failure to enter all required information accurately, willful or fraudulent omission or inclusion of information on your tax return, misclassification of information on the tax return, failure to file an amended return to avoid or reduce an applicable penalty/interest after Intuit announced updates or corrections to the Software in time for you to file an amended return, or errors in the tax tables provided to Intuit by the federal government, then Intuit will pay you in the amount of the federal or provincial government penalty and/or interest paid by you to the federal or provincial government. In this regard, you are responsible for keeping Intuit apprised promptly of any change in your email address, mailing address and/or phone number so that you can be notified of such updates or corrections. You are responsible for paying any additional tax liability you may owe and providing any other information Intuit reasonably requests. If you obtained a license for the free version of the Software, this calculation guarantee does not apply to you.

If you believe such a calculation error occurred and you have complied with the conditions in this Section 3, you must notify Intuit as soon as you learn of the mistake (and in no event later than 30 days after the penalty or interest is assessed) in writing at: Intuit Canada, Attention: Returns Department, QuickTax, P.O. Box 4182, Edmonton, AB T6E 4T2. Your written notice must also include a copy of the deficiency notice from the taxing authority(s), a hardcopy of the applicable tax return, your member ID and a diskette with your applicable .pdf tax return file.

4. LIMITED WARRANTY (for QuickTax Business – Incorporated Edition).

For a period of sixty (60) days from the date that you receive the Software and Documentation, Intuit warrants that the medium on which the Software is recorded, as well as the related Documentation, are free from defects in materials or faulty workmanship. If you determine that the Software does not meet or has not performed to these specifications, your exclusive remedy shall be one of the following, depending on how you acquired the Software:

(a) If you purchased your Software license through a retail store or directly from Intuit, you may: (1) return the Software within sixty (60) days of purchase from the retail store, or from shipment of the Software by Intuit, to Intuit at the address set forth in option (2) immediately below, along with a dated receipt for a full refund; or (2) request the replacement of a defective CD from Intuit of the version of the Software you purchased within one hundred twenty (120) days of purchase, provided that you first call Customer Service at 1-866-438-8020 as Intuit may be able to help you remedy the problem you are having with your CD. If Intuit Customer Service is unable to help remedy the problem with your CD, you might be requested to return your defective CD and dated proof of purchase to Intuit Canada, Suite 400, 138 Fourth Avenue SE, Calgary, Alberta, T2G 4Z6 in order to receive a replacement CD.

(b) If the Software was pre-installed on your computer when you bought it, or if the CD came packaged with your computer at no extra charge, and the Software is defective or was installed improperly, you may be able to obtain a replacement CD from the company that manufactured your computer, at such company's option, by sending your request stating the nature of the problem, plus a copy of your dated receipt for the purchase of the computer on which the Software was installed, to the computer manufacturer.

(c) If you obtained the Software by downloading it onto your computer, and the Software did not install properly, please try to install it again and visit the QuickTax technical support website at <http://support.intuit.ca> before contacting Intuit Technical Support at the number listed above. Note that this full price refund guarantee applies to the Software license purchase, but not to the purchase of additional authorization codes. This guarantee is valid only for one Software license purchase per household.

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If you are not satisfied with the Software, or if the Software will not activate even after you have worked with Intuit to activate it, Intuit's entire liability and your exclusive remedy shall be one of the following, depending on how you acquired the Software:

(a) If you purchased the Software license through a retail store or directly from Intuit, you may: (1) uninstall the Software and return it within sixty (60) days of purchase from the retail store, or from shipment of the Software by Intuit, to Intuit at the address set forth in option (2) below, along with a dated receipt for a full refund; or (2) request the replacement of a defective CD from Intuit of the version of the Software you purchased within one hundred twenty (120) days of purchase, provided that you first contact Intuit Customer Service using the customer contact numbers provided at <http://support.intuit.ca/> as Intuit may be able to help you remedy the problem you are having with your CD. If Intuit Customer Service is unable to help remedy the problem with your CD, you might be requested to return your defective CD and dated proof of purchase to Intuit Canada, P.O. Box 4182, Edmonton, Alberta, T6E 4T2 in order to receive a replacement CD.

(b) If the Software was pre-installed on your computer when you bought it, or if the CD came packaged with your computer at no extra charge, and the Software is defective or was installed improperly, you may be able to obtain a replacement CD from the company that manufactured your computer, at such company's option, by sending your request stating the nature of the problem, plus a copy of your dated receipt for the purchase of the computer on which the Software was installed, to the computer manufacturer.

If you obtained the Software by downloading it onto your computer, and the Software did not install properly, please try to install it again and visit the QuickTax technical support website at www.quicktax.ca/support before contacting Intuit Technical Support using the customer contact numbers provided listed on that site.

Note that this full price refund guarantee applies to the Software license purchase, but not to the purchase of Increased Tax Return Licenses or additional installation keys. In addition, this guarantee is valid only for one Software purchase per household.

Satisfaction Guaranteed for QuickTax online. If you are not satisfied with QuickTax online, Intuit will refund any fees paid by you if you contact Intuit Customer Service within 60 days of paying the QuickTax online services fees, request such refund, and provide your respective Order Number (provided on the confirmation purchase screen).

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Electronic Filing Services. If you would like to file your tax return electronically, the Software will prompt you on how to file electronically via NETFILE or Corporate Internet Filing (if applicable) with the Canada Revenue Agency ("CRA") or Revenu Québec (individually, a "tax authority" or together the "taxing authorities"). At no time does Intuit store your personal file/return in NETFILE or Corporate Internet Filing (if applicable), nor will Intuit file your tax return through NETFILE or Corporate Internet Filing (if applicable) (or by any other means) with the taxing authorities on your behalf. You are responsible for ensuring that your tax return is submitted to the proper taxing authority. Intuit does not guarantee that the taxing authority will accept your tax return. You are entirely responsible for verifying the status of your tax return to confirm that it has been received and accepted by the taxing authority or authorities and, if necessary, for filing it manually.

Import Services. The Software may include a feature that allows you to import certain tax-related information from participating payroll processors and financial or other institutions. If the Import Services are available to you, and you choose to use them, you are responsible for verifying the accuracy of the information that is imported. Intuit bears no responsibility for its accuracy. Should you take advantage of the Import Services, your relationship concerning the Import Services is with the information providers, and Intuit disclaims all liability that might arise from your use of the Import Services.

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A The Software may include a feature that allows you to exchange useful and helpful information with other users of QuickTax (“Live Community”). Internet access is required to use Live Community. Please respect and interact with other users as you would in any public arena when using the Live Community feature. Exercise your judgment in evaluating and acting on (or ignoring) other users’ Live Community sessions. Remember, due to the anonymous nature of the Internet, other Live Community users may not be who they say they are, know what they say they know or be affiliated with whom they say they are affiliated.

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November 2009

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