

QUICKBOOKS PROADVISOR PROGRAM AGREEMENT

I. GENERAL TERMS AND CONDITIONS

1. Agreement Acceptance

(a) Agreement Acceptance. IMPORTANT - PLEASE READ: This QuickBooks ProAdvisor Program Agreement ("Agreement"), is made between you and Intuit Inc. and/or its subsidiaries and affiliates ("Intuit"), is effective when you accept the terms of this Agreement and create your required account with Intuit ("Effective Date"). This Agreement describes the terms governing your enrollment and participation in the QuickBooks ProAdvisor Program (the "Program"). It includes by reference:

- Applicable Intuit's Privacy Statement: <https://security.intuit.com/index.php/privacy>
- Additional terms and conditions, which may include those from third parties.
- Any terms provided separately to you for the Program, including, without limitation, the Program, Certification and Profile Listing requirements and the Trademark Usage Restrictions and the QuickBooks ProAdvisor Program Member Guide for Brand Use ("Brand Use Guide").

2. Program Overview, Enrollment and Certification

(b) Overview. The ProAdvisor Program ("Program") is a partner loyalty program that is available to eligible QBOA customers or customers purchasing the desktop ProAdvisor Deluxe or Premium bundle. To participate, you must have or create a QuickBooks Online Accountant ("QBOA") login with Intuit. When you create a QBOA login, you will belong under a QuickBooks Accountant firm ("QBA firm") account and you will automatically be enrolled under the QBA firm's ProAdvisor Program. The login credentials to the ProAdvisor Program is the same as the login to QBOA. ProAdvisor Program members ("Members") will be able to earn "Points" with each Qualifying Activity (as described below in Exhibit A). Members will also be able to earn status in the Program by interacting and transacting with Intuit in various ways.

(c) Enrollment. The Program is open only to legal residents of the country supporting the applicable Program, including for the U.S., one (1) of the fifty (50) United States, the District of Columbia, or Puerto Rico, Canada, Australia and who are 18 years of age or older.

When you create a QBOA login, you will belong under a QBA firm account and you will automatically be enrolled under the QBA firm's ProAdvisor Program. Each QBA firm has its own ProAdvisor Program account. If there are multiple users under the same QBA firm, they will share the same ProAdvisor Program account. If a user is part of multiple QBA firms, he/she will belong to multiple ProAdvisor Program accounts. For customers who purchase the desktop ProAdvisor Deluxe or Premium bundle, they will be directed to create a QBOA login as part of the enrollment process. From there, they will automatically enroll in the Program as part of the QBA firm created with the QBOA login. When you are part of the Program, you may be required to opt-in to (or have already opted-in to) receiving marketing messages from Intuit. Intuit may, in its sole discretion, sort registrants in a ProAdvisor Program account into different marketing-message groups such that not all Program Members receive the same marketing messages. You may opt-out of receiving marketing messages from Intuit at any time and doing so will not affect your ability to participate in the Program, and you may still receive transactional emails from Intuit. You agree you will not sell, transfer or assign your membership or any membership rights. You are responsible for maintaining the confidentiality of your password and for restricting access to your computer (or other device, as applicable) so that others may not access your QBOA and associated QBA firm's ProAdvisor Program account.

Your enrollment and participation in the Program means that you agree to the terms and conditions as provided in the Agreement. As used in this Agreement, "you," "your," and "Member" are synonymous and refer to the person who enrolled in the Program reflected in Intuit's records.

By accessing, signing up, participating in, or otherwise using the Program you agree that:

- You can form a binding contract with Intuit;
- You are not a person who is prohibited from receiving the Services under the laws of the

- United States, Canada, Australia or any other applicable jurisdiction;
- You are a resident of the country where you have registered for the Program; and
- You will comply with this Agreement and all applicable local, state, national, and international laws, rules, and regulations, including import and export regulations.

(d) Certification. QuickBooks ProAdvisor Certification provides access to training and webinars to improve QuickBooks proficiency. To obtain QuickBooks Certification you must successfully complete the required QuickBooks education and testing. Required training for each certification is identified within the QuickBooks product. Each QuickBooks ProAdvisor Certification and all associated benefits, including but not limited to inclusion in the Find an Advisor profile listing ("Profile Listing"), are tied to the individual who successfully completed the Certification and may not be transferred to another individual. For more information about the Certification please refer to: EXHIBIT B. — QuickBooks Certification Additional Terms and Conditions.

(e) Find-An-Advisor Profile Listing. Any Member who meets all Program and Profile Listing requirements is entitled to publish only one Profile Listing on the Find-An-Advisor Directory. The Profile Listing on the Find-An-Advisor Directory does not constitute endorsement by Intuit.

Profile Listing requirements may include, but are not limited to:

- Current QuickBooks Certification;
- Adherence to all terms provided separately to you for the Program including the Trademark Usage Restrictions and the Brand Use Guide;
- Member must be a resident of and located in the country specific to the Find-An-Advisor Directory;
- Submission and acceptance of a valid government issued id;
- True and accurate information provided on the Profile Listing.

3. Proprietary Rights

Member agrees that Member is not authorized or permitted to use the term or name "Member: QuickBooks ProAdvisor Program" or other permitted uses as provided in the Trademark Usage Restrictions herein unless Member maintains current, valid participation, and only during the Term, as defined below. Member agrees to abide by all of the Trademark Usage Restrictions and the Brand Use Guide. Member further agrees that Member is not authorized or permitted by Intuit to use the trademarks "Intuit", "QuickBooks", "ProAdvisor", "QuickBooks ProAdvisor", "QB", "QB ProAdvisor", "QuickBooks ProAdvisor", "QB ProAdvisor" or Intuit's corresponding logo designs, or any other trademarks, trade names or domain names corresponding to or similar to Intuit's marks - including but not limited to "Quick", "Intui", "intuitive", "intuition", "intu", "tuit", "tui", "Turbo" or "Mint" (or phonetic equivalents) --in any Member products, services, domains, business source identifiers, or advertising, or in any way not expressly set forth in this Agreement.

4. Data Processing and Privacy

You acknowledge that Intuit will process your personal information as described in our Privacy Statement (<https://security.intuit.com/index.php/privacy>) when you use our Program or Services. As a Member you further agree to maintain data privacy standards that are at least as restrictive and protective as our Privacy Statement. Any violation of our Privacy Statement or any unauthorized access, misuse, or collection of any client or customer personal information shall be considered a material breach of this Agreement.

5. Protection of Interest

a. Acknowledgment of Rights. Member acknowledges Intuit's exclusive rights in all of its trademarks, trade names, logos (including, without limitation, the Certified Logo) and service

marks ("Intuit Marks") and all goodwill associated therewith, and acknowledge that any and all plain-text uses of Intuit Marks by you inure 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.

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

6. Conduct of Business

You agree (a) to conduct business and provide services in a manner which 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 Intuit Services, End User License Agreements or Terms of Services; (d) not to engage in illegal, 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, ethical, and timely manner.

Member agrees not to use or display any materials or content in its website 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. You further agree that you will use the Program and its benefits to assist and counsel small business clients on their use of QuickBooks products, and not for any other purpose.

If Intuit determines in its sole discretion that you are using the Program for any unauthorized purpose, for a purpose that conflicts with the goals of the Program, or otherwise in violation of Program requirements, we reserve the right to terminate all or any of the following: your membership, your Profile Listing and access to the Program.

7. Authorization

Member hereby authorizes Intuit and third parties authorized by Intuit to disclose and/or publish information regarding Member's name, address and other contact information, expertise profile, and business profile in printed and/or electronic forms in any medium. By accepting this Agreement you hereby agree to your personal information being used for purposes of verification and confirmation of your profile details, as part of the application process. This information will be destroyed within 14 days following the processing of your application.

8. Confidentiality

Intuit may from time to time provide you with confidential information. You acknowledge that such confidential information is the property of Intuit, its subsidiaries, affiliates or suppliers and a confidential trade secret of Intuit, its subsidiaries, affiliates or suppliers. You shall not reveal, disclose or distribute such confidential information in any form to employees, except on a need to know basis, or to any third party, except to the extent specifically authorized by Intuit in writing,

and shall take all reasonable precautions to prevent unauthorized disclosure and use of such confidential information. This obligation of confidentiality does not apply to information which is (a) rightfully in the public domain other than by a breach of a duty to Intuit; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to you without any limitation on use or disclosure prior to its receipt from Intuit; (d) independently developed by you; or (e) generally made available to third parties by Intuit without restriction on disclosure. You may not disassemble, reverse-engineer, or decompile any software that is provided to you by Intuit.

Member agrees to return to Intuit immediately upon Intuit's written request any confidential information Member has received in writing or other tangible form. Member acknowledges that the unauthorized disclosure or use of Intuit confidential information will cause irreparable harm to Intuit, and that accordingly, Member agrees that Intuit will have the right to seek and obtain injunctive relief in addition to any other rights and remedies Intuit may have at law or in equity.

9. Idea Submissions

By submitting ideas, suggestions, proposed business plans or any other material to Intuit, Member acknowledges and agrees that Intuit will treat such submissions as non-confidential; Intuit can use the information without compensation to Member or to any other person or entity; and Intuit may have already developed, and is not restricted from developing, products, services or plans similar to or competitive with any described in such submissions from Member.

10. 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 promptly provide Intuit access to all reasonably requested materials and to such portions of your business premises reasonably necessary to permit Intuit to exercise its right to inspect.

11. 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 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.

12. Limitation of Liability & Indemnification.

To the maximum extent permitted by applicable law, the entire liability of Intuit, its affiliates and suppliers for all claims relating to this agreement shall be limited to the amount you paid for the membership term services during the twelve (12) months prior to such claim. Subject to applicable law, Intuit, its affiliates and suppliers are not liable for any of the following: (a) indirect, special, incidental, punitive or consequential damages; (b) damages relating to failures of telecommunications, the internet, electronic communications, corruption, security, loss or theft of data, viruses, spyware, loss of business, revenue, profits or investment, or use of software or hardware that does not meet Intuit systems requirements. The above limitations apply even if Intuit and its affiliates and suppliers have been advised of the possibility of such damages. This agreement sets forth the entire liability of Intuit, its affiliates and your exclusive remedy with respect to the services and its use.

You agree to indemnify and hold Intuit and its Affiliates and Suppliers harmless from any and all

claims, liability and expenses, including reasonable attorneys' fees and costs, arising out of: (i) your use of the Services in breach of any laws or regulations; (ii) your breach of Section 1, QuickBooks Certification Additional Terms and Conditions included in Exhibit B, and Section F of this Agreement; (iii) any breach by you of any third party rights (including intellectual property rights); (iv) your willful breach of this Agreement; or (v) any other breach of this Agreement, (collectively referred to as "Claims"). Further, you agree to indemnify Intuit 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 Member 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 products or services by you. Intuit reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by Intuit in the defense of any Claims.

Intuit reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by Intuit in the defense of any Claims. 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.

12. Disclaimer of Warranties

THE PROGRAM (INCLUDING, WITHOUT LIMITATION, THE CERTIFICATION CURRICULUM AND 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 NONINFRINGEMENT. MEMBER ACKNOWLEDGES AND AGREES THAT SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO CERTAIN MEMBERS. IN THAT EVENT, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO SIXTY (60) DAYS FROM THE EFFECTIVE DATE. HOWEVER, SOME JURISDICTIONS 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 MEMBERS TO INTUIT HEREUNDER FOR ONE 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 MEMBER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF THESE TERMS AND CONDITIONS.

INTUIT, ITS AFFILIATES AND SUPPLIERS DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE PROGRAM WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS.

13. Term

(a) Term. The Program shall commence on the Effective Date and will continue, until and unless terminated as set forth in this Agreement ("Term"). Section II: Exhibit B ("QuickBooks Certification

Terms and Conditions") of the Agreement sets forth the duration of Certification status, which may expire prior to termination of the Program Agreement.

14. Default and Termination

(a) Intuit or Member may terminate Member's enrollment in the Program at any time, with or without cause, by written notice to the other not less than THIRTY (30) DAYS before the effective date of such termination notice. Intuit may terminate Member's enrollment in the Program for cause effective immediately and without notice in the event that: (i) Intuit determines in its sole discretion that Member has behaved unprofessionally or otherwise unacceptably towards any Intuit sales, customer service, or technical support agents; (ii) Intuit has received negative feedback on more than one occasion about a Member; (iii) Member fails to perform any of Member's obligations under this Agreement or is otherwise in default hereunder and such failure or default remains unremedied for FIFTEEN (15) DAYS after written notice thereof; (iv) Intuit, in its sole discretion, determines that Member does not meet the criteria for enrollment in the Program, or any other Program Requirements, as determined by Intuit from time to time; (v) Member commits a felony or engages in an unlawful business practice; or (vi) any conduct or proposed conduct of Member exposes or threatens to expose Intuit to any liability or obligation, including any obligation under federal, state or local law.

(b) Additional termination provisions related to the termination of QuickBooks Certification status are as set forth in Section II: Exhibit B ("QuickBooks Certification Terms and Conditions") of the Agreement.

15. Effect of Termination

Upon expiration or termination of enrollment, regardless of the reason thereto: (a) All privileges and benefits of the Program will be immediately revoked; (b) Member shall immediately cease use of the name "QuickBooks Certified" and other permitted uses of trademarks, names or terms under Section I.3 of this Agreement. Member shall also discontinue representing in all instances and locations (e.g., on materials, website, etc.) that Member is enrolled 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 (as defined in Exhibit B) shall immediately cease use of the Certified Logo and shall discontinue representing that Certified Member is QuickBooks Certified or make any other unauthorized statement regarding such status.

16. Governing Law and Jurisdiction

California state law governs this Agreement without regard to its conflict of laws provisions.

17. General Provisions.

a. 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.

b. 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.

c. 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.

d. 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.

e. Entire Agreement. This Agreement, including all Exhibits, constitutes the entire agreement and understanding between the parties with respect to the Program, and supersedes all previous Program agreements, 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.

f. Modification of this Agreement or the Program. We reserve the right to modify these Program Terms from time-to-time, with reasonable notice to Members as described in this section. We will notify you of changes to the Program Terms by posting them to intuit.com and may also notify you by email to the address currently associated with your account. The updated Program Terms will be effective as of the time of posting, or upon such later date or by such other method as specified by Intuit. The updated Program Terms will apply to your participation in the Program beginning as of their effective date. We also reserve the right to change, from time-to-time, the conditions for participation in the Program, the activities that earn Points or the number of Points awarded for those activities, redemption requirements, rewards values, or the mechanism for redeeming rewards (as described in Exhibit A). WE RESERVE THE RIGHT TO TERMINATE THE PROGRAM COMPLETELY BY PROVIDING YOU WITH THIRTY (30) DAYS' WRITTEN NOTICE OF THE IMPENDING TERMINATION TO THE EMAIL ADDRESS ASSOCIATED WITH YOUR ACCOUNT.

g. 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.

h. Continuing Obligations. Obligations of the parties under the provisions of Sections 3, 4, 7, 8, 10, 11, 12, 15, 16, 17, 18, 19 and 20 shall survive any termination and remain in force after termination of this Agreement.

i. Language. It is the express wish of the parties that this Agreement and all related documents be drawn up in English.

18. Additional Items You Agree To

a. Intuit Services. We may tell you about other Intuit services. You may be offered other services, features, products, applications, online communities, or promotions provided by Intuit ("Intuit Services"). If you decide to use any of these Intuit Services, additional terms and conditions and separate fees may apply. You acknowledge that in accessing some Intuit Services you may upload or enter data from your account(s) such as names, addresses and phone numbers, purchases, and sales among others, to the Internet. You grant Intuit permission to use information about your business and experience to help us to provide the Intuit Services to you, including updating and maintaining your data, addressing errors or service interruptions, and enhancing the types of data and services Intuit may provide to you in the future. You grant Intuit permission to combine your business data, if any, with that of others in a way that does not identify you or any individual personally. We may use this data to improve services and to compare business practices with other company standards. We may use your data to create, market or promote new Intuit

offerings to you and others. You also grant Intuit permission to share or publish summary results relating to research data and to distribute or license such data to third parties.

b. Third Party Services. We may tell you about third party products or services. You may be offered products or services by third parties who are not affiliated with Intuit ("Third Party Products") or the Services may contain links to third party websites ("Third Party Sites"). If you decide to use any Third Party Products or access any Third Party Sites, you are responsible for reviewing the third party's separate product terms, website terms and privacy policies. You agree that Intuit can use your contact information, including name and address, for the purpose of offering these products to you. You agree that the third parties, and not Intuit, are responsible for their product's performance and the content on their websites. Intuit is not affiliated with these Third Party Products or Third Party Sites and has no liability for them.

II. EXHIBIT A. — QuickBooks ProAdvisor Program Benefits

1. Earning Points through Qualifying Activities:

Points are accumulated by Members through the completion of "Qualifying Activities". The points balance shown in the Program is based on all Qualifying Activities completed by all Members who belong under the same QBA firm.

Completion of a Qualifying Activity occurs when, if applicable, Intuit collects the funds associated with the Qualifying Activity or when completed tracking for non-transactional actions, such as completing certification or surveys. See below for a current list of Qualifying Activities, which is subject to change.

The conduct that constitutes a Qualifying Activity and the number of Points earned for such Qualifying Activity may be changed by Intuit from time-to-time in its sole discretion. In addition to the Qualifying Activities generally available as part of the Program, Intuit may from time-to-time offer individual or specific Members one (1) or more bonus rewards or the ability to earn Points through the completion of other activities or may offer Members a one-time opportunity to earn Points in a new way ("Additional Qualifying Activities"). Some Additional Qualifying Activities may not be open to all Members. The details of an Additional Qualifying Activity, including a description of the conduct required and the number of Points available, will be communicated to the eligible Member(s) by email or in another communication from Intuit.

Points will appear in your QBA firm's ProAdvisor Program account within approximately twenty-four (24) hours of your completion of a Qualifying Activity and upon next subsequent QBOA account login. If Intuit makes changes to the Program terms, point eligibility or transfer under the updated terms shall be in Intuit's sole discretion.

Neither Points nor benefits/rewards in the Program have any monetary or cash value and they may not be redeemed for cash or any cash equivalent. Points and benefits/rewards are not transferable and cannot be combined with other offers or with another person's Points or benefits/rewards. Points and benefits/rewards are not your personal property, and may not be inherited, bartered, purchased or sold to any third party. Other exclusions and restrictions may apply.

2. Qualifying Activities:

As of November 28, 2018, Members can earn Points in the Program by completing Qualifying Activities. Qualifying Activities and the associated Points earned for those activities currently include:

UNITED STATES

- Add a QuickBooks Online subscription for a client
 - 50 Points per client under the QBA firm
- Add a QuickBooks Self-Employed subscription for a client
 - 25 Points per client under the QBA firm
- Add a QuickBooks Online Payroll subscription for a client
 - 50 Points per client under the QBA firm
- Complete certification for QuickBooks Online
 - 100 Points for each Member under the same QBA firm
- Complete advanced certification for QuickBooks Online
 - 200 Points for each Member under the same QBA firm
- Purchase ProAdvisor Deluxe or Premium for desktop
 - 100 Points (limit to one bundle per year)
- Complete certification for QuickBooks Desktop
 - 100 Points for each Member under the same QBA firm

CANADA

- Add a QuickBooks Online subscription for a client
 - 50 Points per client under the QBA firm
- Add a QuickBooks Online Payroll subscription for a client
 - 50 Points per client under the QBA firm
- Complete certification for QuickBooks Online
 - 100 Points for each Member under the same QBA firm
- Complete advanced certification for QuickBooks Online
 - 200 Points for each Member under the same QBA firm
- Complete certification for QuickBooks Desktop
 - 100 Points for each Member under the same QBA firm

AUSTRALIA

- Add a QuickBooks Online subscription for a client
 - 25 Points per client under the QBA firm
- Complete certification for QuickBooks Online
 - 100 Points for each Member under the same QBA firm
- Complete advanced certification for QuickBooks Online
 - 200 Points for each Member under the same QBA firm

3. Points Expiration:

Points expire from the Program account balance when the Qualifying Activity is no longer active.

- Add a QuickBooks Online subscription for a client
 - Points will remain in the Program account balance as long as QBO client account remains active (monthly subscription paid) under the QBA firm
- Add a QuickBooks Self-Employed subscription for a client
 - Points will remain in the Program account balance as long as QBSE client account remains active (monthly subscription paid) under the QBA firm
- Add a QuickBooks Online Payroll subscription for a client

- Points will remain in the Program account balance as long as payroll account remains active (monthly subscription paid) under the QBA firm
- Complete certification for QuickBooks Online
 - Points will remain in the Program account balance as long as certification is active (Member has completed certification or, in applicable regions, recertification exam prior to annual deadline July 31 of every year)
 - If the member with certification is no longer under the QBA firm, the points for completing certification for QuickBooks Online will be removed from the QBA firm's ProAdvisor points balance
 - If the member with certification joins a new QBA firm, the points for completing certification for QuickBooks Online will be added to the new QBA firm's ProAdvisor points balance
- Complete advanced certification for QuickBooks Online
 - Points will remain in the Program account balance as long as certification is active (Member has completed certification or, in applicable regions, recertification exam prior to annual deadline July 31 of every year)
 - If the member with certification is no longer under the QBA firm, the points for completing advanced certification for QuickBooks Online will be removed from the QBA firm's ProAdvisor points balance
 - If the member with certification joins a new QBA firm, the points for completing advanced certification for QuickBooks Online will be added to the new QBA firm's ProAdvisor points balance
- Purchase ProAdvisor Deluxe or Premium for desktop
 - Points will remain in the Program account balance as long as annual account remains active (annual subscription paid) under the QBA firm
- Complete certification for QuickBooks Desktop
 - Points will remain in the Program account balance as long as certification is active (Member has completed certification or, in applicable regions, recertification exam prior to annual deadline July 31 of every year)
 - If the member with certification is no longer under the QBA firm, the points for completing certification for QuickBooks Desktop will be removed from the QBA firm's ProAdvisor points balance
 - If the member with certification joins a new QBA firm, the points for completing certification or QuickBooks Desktop will be added to the new QBA firm's ProAdvisor points balance

4. **Program Levels:**

The Program allows Members to achieve levels of status in the Program based on the total points balance under the QBA firm's ProAdvisor Program account. The Program offers four levels of status: Silver, Gold, Platinum, and Elite. Levels are earned based on the following points thresholds:

Silver – part of the Program and remain in good standing, <200 points balance

Gold – 200 points balance

Platinum – 800 points balance

Elite – 1,600 points balance

Once a QBA firm earns a status based on its total point balance from all Members in the QBA firm, all Members will get access to the benefits of the level achieved for as long as the points balance do not fall below the points threshold.

5. Program Level Grace Periods:

90 day standard grace period when points balance drops below tier point threshold

A 90-day grace period will be activated once the QBA firm's points balance falls below a tier points threshold. All members in the QBA firm will continue to be able to access the tier benefits before the 90-day grace period ends. If the QBA firm's points balance does not accumulate enough points to maintain the tier status prior to the end of the grace period, the QBA firm will drop to a lower tier and all associated members of the QBA firm will only be able to access this tier's benefits.

See extended grace periods below. The 90-day standard grace period will only apply after the extended grace periods for certification has ended.

QBA firms with Members who have QuickBooks Online or QuickBooks Desktop certification as of November 28, 2018, will be honored under the Program until a specified date to a tier level regardless of initial point status. Grace periods cannot be stacked and will be based on the longest time frame granted to a QBA firm. Intuit may also grant extended grace period for specific tier levels for Program Members in Intuit's sole discretion.

QBA firms with a member who has QuickBooks Desktop Advanced Certification (for US Only)

If at least one member of a QBA firm has an active QuickBooks Desktop Advanced Certification on December 31, 2018, the QBA firm and all associated members of the QBA firm will be placed in the Platinum tier if the QBA firm's points balance falls below the Platinum tier threshold, for a grace period of three (3) years, starting January 1, 2019. Points balance toward Elite tier will continue to be based on the actual Qualifying Activities completed.

QBA firms with a member who has QuickBooks Online Advanced Certification (for US and Canada Only)

If at least one member of a QBA firm has an active QuickBooks Online Advanced Certification on November 28, 2018, the QBA firm and all associated members of the QBA firm will be placed in the Platinum tier if the QBA firm's points balance falls below the Platinum tier threshold, for a grace period of three (3) years in the US and one (1) year in Canada, starting November 29, 2018. Points balance toward Elite status will continue to be based on the actual Qualifying Activities completed.

QBA firms with a member who has QuickBooks Online Certification (for US Only)

If at least one member of a QBA firm has an active QuickBooks Online Certification on November 28, 2018, the QBA firm and all associated members of the QBA firm will be placed in the Gold tier if the QBA firm's points balance falls below the Gold tier threshold, for a grace period of six (6) months, starting November 29, 2018. Points balance toward Platinum or Elite status will continue to be based on the actual Qualifying Activities completed.

6. Program Benefits and Rewards:

Program benefits and rewards are available to Members based on their QBA firm's tier status. Program benefits and rewards may vary across different regions. Please refer to the Benefits section of the ProAdvisor tab in your QBOA account for details on the available benefits.

Some Benefits or Rewards may have restrictions associated with them, may require a purchase, may have limited available quantities, may only be available while supplies last, and/or may be subject to other restrictions.

In order to access certain Benefits and Rewards associated with the Program, Members understand and agree that they may be asked to provide personal information, such as email address, or mailing address, and that the information provided will be disclosed to merchants and other third parties as necessary to complete the transaction. Intuit and its independent contractors have no control over, and no responsibility or liability for, the use by any merchants or other third parties of personal information or any other information that such parties independently acquire from Members or that is given to such parties to process Program transactions or fulfill Program Benefits. You may be subject to terms provided by third parties for their respective benefits.

7. Loss of Points and benefits/rewards; Termination of Your ProAdvisor Program Account:

In addition to termination of the Program as detailed elsewhere in these Program Terms, Intuit may also revoke your ability to participate in the Program for: (i) your abuse of the Program, including, without limitation, your use of any "bot," macro, or other automated means to participate in the Program or to earn Points; (ii) your failure to follow these Program Terms and any other terms and conditions applicable to the Program; (iii) the attempted or actual sale of any of your Points, rewards, or your ProAdvisor Program Account; (iv) any misrepresentation by you; (v) suspension or termination of your QBOA Account, or any other Intuit Account; or (vi) any other conduct deemed by Intuit, in its sole discretion, to be an abuse of the Program, to be detrimental to the interests of Intuit or its customers, or to be otherwise improper. If your ability to participate in the Program is revoked, any Points or unused benefits/rewards will automatically expire and your future participation in the Program may be prohibited. In addition, Intuit will have the right to take appropriate administrative or legal action, including criminal prosecution, as it deems necessary in its sole discretion.

Intuit is not responsible for Points that expire or benefits/rewards that expire, are lost or are redeemed due to fraudulent activity. Suspected illegal, fraudulent or other unauthorized use or misuse of Points or any other activity inconsistent with these Program Terms will result in termination of your participation in the Program, which may result in the loss of all accumulated Points earned and benefits/rewards issued but not yet redeemed.

You agree to abide by the final and binding decisions of Intuit regarding the Program and your participation in it. Intuit is the sole arbiter of all issues relating to the Program, including a decision to remove Points or benefits/rewards or to deny benefits/rewards or to terminate the Member from the Program, and all of Intuit's decisions relating to the Program are final.

Because having a QBOA account is a requirement in order to participate in the ProAdvisor Program termination of your QBOA account (either by you or by Intuit) will result in the automatic termination of your participation in the ProAdvisor Program and the forfeiture of any Points and rewards then associated with your accounts.

III. EXHIBIT B. – QuickBooks Certification Additional Terms and Conditions

A. Purpose of QuickBooks Certification (“Certification”)

Intuit is committed to providing its QuickBooks customers with superior quality products and services (“Services”). In order to provide appropriate service and support for customers using QuickBooks products, Intuit has created QuickBooks Certification. Under Certification, individuals who have demonstrated their proficiency in supporting QuickBooks by successfully completing the education and testing requirements of Certification may obtain certain benefits and may be licensed to use the Intuit Marks 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. Additional Definitions

"Certification" means the QuickBooks Certification offered by Intuit for QuickBooks customers who demonstrate technical competence relating to the use of QuickBooks products, through successfully completing the Certification Curriculum.

"Certification Curriculum", means those course materials that have been developed by Intuit or its designated vendors for use with Certification, including proficiency testing. Such Certification Curriculum may include web-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.

"Certification Status" means the status associated with the successful completion of the Certification Curriculum.

"Certified Member" means a Member in good standing who has successfully completed the Certification Curriculum.

"Certified Logo" means the logo design(s) associated with the Certification, as provided by Intuit.

C. Certification and Quality Control

1. **Obtaining Certification.** To obtain Certification, you must successfully complete the Certification Curriculum and required testing within the time period noted in this section, meet all ID verification requirements, and comply with all other requirements in this Agreement or as otherwise communicated by Intuit including the Trademark Usage Restrictions and the Brand Use Guide. Intuit reserves the right to terminate Certification status and Program membership where any Member has completed the Certification Curriculum through unauthorized or unethical means.

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.

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 QuickBooks Certified 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, non-sublicensable, royalty-free, revocable license to use the Certified Logo (as defined above in this Exhibit B, of the Agreement) in the Territory, 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. Certification Term and Termination

1. Certification Term. Certified Member's rights and obligations under this Exhibit B 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:

- You fail to keep current/maintain your Certification by not taking the recertification that Intuit will offer every year;
- You fail to perform any of your obligations under this Agreement, including, without

limitation, the terms related to use of the Certified Logo the Trademark Usage Restrictions and the Brand Use Guide;

- You discontinue providing the services and support for Intuit products to which your Certification is related; 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;
- 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
- 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.
- Public discussion of the QuickBooks Certification exam questions and answers is grounds for immediate termination of your certification.
- Intuit has reason to believe that you cheated on the QuickBooks Certification exam.
- Discovery of any information that would have precluded you from obtaining Certification, including but not limited to the submission of false ID credentials, or dishonesty during the course of Certification testing.

F. Content

1. You are responsible for your content. You are legally responsible for all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content") uploaded, posted or stored through your use of the Services. You grant Intuit a worldwide, royalty-free, non-exclusive license to host and use the Content in order to provide you with the Services. You agree not use the Services for any illegal purpose or in violation of any applicable local, state, federal or international law. You are encouraged to archive your Content regularly and frequently. You are responsible for any Content that may be lost or unrecoverable through your use of the Services. You must provide all required and appropriate warnings, information and disclosure. You agree that you will not use the Services to share, store, or in any way distribute financial data that is not in accordance with the law. Any users suspected of having information which involves fraud, embezzlement, money laundering, insider trading, support for terrorism, or any other activity proscribed by law may have their accounts terminated immediately, their financial data erased, and they also may be reported to law enforcement officials in the appropriate jurisdictions. Intuit is not responsible for the Content or data you submit on the website. You agree not to use the Services to upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following, including but not limited to:

Illegal, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that would encourage or constitute an attack or "flaming" others, or criminal or civil liability under any local, state, federal or foreign law;

Content or data that would impersonate someone else or falsely represent your identity or qualifications, or that constitutes a breach of any individual's privacy, including posting images about children or any third party without their consent (or a parent's consent in the case of a minor);

Except as otherwise permitted by Intuit in writing, advertisements, solicitations, investment opportunities, chain letters, pyramid schemes, other unsolicited commercial communication or engage in spamming or flooding;

Virus, trojan horse, worm or other disruptive or harmful software or data; and

Any information, software or Content which is not legally yours and may be protected by copyright

or other proprietary right, or derivative works, without permission from the copyright owner or intellectual property rights owner.

2. Community forums. The Services may include a community forum to exchange information with other users of the Services and the public. Please use respect when you interact with other users. Intuit does not support and is not responsible for the accuracy of others' content in these community forums. Do not reveal information in the community forum that you do not want to make public. Users may post hypertext links to content hosted and maintained by third parties for which Intuit is not responsible.

3. Intuit may monitor your content from time to time. Intuit may, but has no obligation to, monitor content on the Services. We may disclose any information necessary or appropriate to satisfy our legal obligations, protect Intuit or its customers, or operate the Services properly. Intuit, in its sole discretion, may refuse to post, remove, or refuse to remove, any Content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

G. Reviews and Ratings

Our offerings may include features for User reviews and ratings in our websites or online services selected by you, such as in our QuickBooks ProAdvisor Program which allows our QuickBooks Certified ProAdvisors to enable its customers to post reviews and ratings about the QuickBooks Certified ProAdvisor. Terms for posting reviews and ratings are included in our Terms of Service or Use which are available on our websites and online services provided to you. The following considerations also apply to these User reviews and ratings features.

We promote open and honest reviews and ratings on our sites which comply with Intuit's [Terms of Service](#), the [QuickBooks.com Website Terms of Use](#) or Terms of Use for rating and review features in our Services which can be found on the Find-A-ProAdvisor Directory at [findaproadvisor.com](#).

We provide clear notice to our customers of how we use these reviews and ratings in our websites and online services; and how a customer may choose to participate or not participate in this feature.

We respond promptly to customer complaints and inquiries regarding alleged customer reviews which may violate our Terms of Service or Use.

We do not remove or hide negative reviews because the person who is being reviewed disagrees factually with the content.

We will promptly remove reviews which we determine are offensive, illegal or otherwise violate our QuickBooks Find-A-ProAdvisor Review Terms of Use.

We do not take sides in a factual dispute between parties who post content on our sites and online services.

IV. EXHIBIT C – Trademark Usage Restrictions

You are required to comply with the following trademark usage restrictions for the Program ("Trademark Restrictions") and the [QuickBooks ProAdvisor Program Member Guide for Brand Use](#).

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 QuickBooks User 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 QuickBooks Certification

Upon your enrollment into the QuickBooks Training & Certification 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:

"Certified QuickBooks® User"

C. No Use in Direct Business Source Identifiers

The Intuit, QuickBooks, QuickBooks ProAdvisor, QB, or other similar marks or logos, including but not limited to "Quick", "Intui", "intuitive", "intuition", "intu", "tuit", "tui", "Turbo" or "Mint" (or phonetic equivalents) cannot be used in your company name, product/service 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 in appropriate contexts which make clear the true nature of your relationship to Intuit. You can also make truthful statements about the nature of your services, such as:

"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. Intuit reserves the right to object to unfair 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.

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 Intuit® and QuickBooks® 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:

"Intuit and QuickBooks are registered trademarks and/or registered service marks of Intuit Inc., used with permission

F. FOR CERTIFIED QUICKBOOKS USERS: 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 Members' 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 User". 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.

3. Required Legend

All Approved Materials that display the Certified Logo shall include a small legend stating "Intuit and QuickBooks 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 three different file formats for the Approved Purposes and usage as set forth in Exhibit B above. Any of the three 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.

- a. JPG. The .jpg can be used at 100% or smaller.
- b. png. The .png can be used at 100% or smaller.
- c. .eps. The .eps is scalable if a flexible format is needed for a designer.

G. Pay Per Click / Search Engine Advertising Restrictions

In order to avoid potential confusion among consumers and to prevent search engine ads from being removed by our trademark compliance monitoring systems, Members must adhere to the following restrictions. Members understands and agrees that Intuit retains the right to remove any ads that, in Intuit's sole discretion, do not comply with these restrictions.

All sponsored ad titles must lead with Members' own marks or names, or with industry descriptors, and cannot lead with Intuit brands. For example, all sponsored ad titles must be structured as "Company Name - XYZ for QuickBooks" instead of "QuickBooks XYZ". This will help avoid potential confusion as to the source, branding, or sponsorship of Member's offerings.

Proper Use	Improper Use
<p>Company Name - Training for QuickBooks</p> <p>Member Company Name training for QuickBooks www.MemberName.com/TrainingforQuickBooks</p>	<p>QuickBooks Training</p> <p>Member Company Name training for QuickBooks www.QuickBooksTraining.com</p>

URLs should not confuse consumers into believing that the URL leads somewhere other than Member’s own website(s). Any URL where an Intuit Mark is incorporated into the front portions of the URL, or into the root domain itself, would violate these restrictions.

Members may only mention Intuit Marks in sponsored ads that directly advertise Member’s own services that comply with this agreement. Members may only use Intuit Marks as search keywords to trigger sponsored ads that directly advertise Member’s services as they relate to Intuit products through the QuickBooks Training & Certification Program, so long as it is accompanied by a value add, e.g. QuickBooks Support. Members may not use standalone Intuit Marks to trigger sponsored ads.

When purchasing search engine ads, Members must ensure that they 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, Member may only use an Intuit mark in URLs as follows:
www.ParticipantName.com/appnameforquickbooks.

Search engine ads must point to Member's own Web site, and must point to a page containing information about Member's Services.

When using Intuit Marks in search engine ads, Member must avoid any false claims or statements of affiliation, endorsement or sponsorship, where no such relationship exists. For example, Member must not claim in its ad that the ad will lead people to an "Official Site" for QuickBooks, or claim that Member is an "Official Partner" or "Preferred Solution" of Intuit.

Member may bid on phrases like "free QuickBooks" only when promoting free Intuit offerings or trials (like QuickBooks Simple Start Edition), but may not bid on Intuit brands on a stand-alone basis when promoting a free Intuit product.

Member may use words like "discount", "deal", and "low cost" in sponsored ads that also contain Intuit Marks, but should avoid use of words that may negatively affect Intuit's brands, like "cheap", "blowout", "bargain", "fire sale", etc. Intuit reserves the right to take down sponsored ads containing descriptions or words that it believes, in its sole discretion, could damage the equity and reputation of its brands.

Last updated December 2018