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13. LANGUAGE. Except in Quebec, 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. In Quebec, the French language version of this Agreement shall be equally authoritative. The parties hereby confirm that they have requested that this Agreement and all related documents be drafted in English as well as French. Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais comme le français.

14. GENERAL. This Agreement, including Additional Terms below is the entire agreement between you and Intuit and replaces all prior understandings, communications and agreements, oral or written, regarding its subject matter. If any court of law, having the jurisdiction, rules that any part of this Agreement is invalid, that section will be removed without affecting the remainder of the Agreement. The remaining terms will be valid and enforceable. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. You cannot assign or transfer ownership of this Agreement to anyone without written approval of Intuit However, Intuit may assign or transfer it without your consent to (a) an affiliate, (b) a company through a sale of assets by Intuit or (c) a successor by merger. Any assignment in violation of this Section shall be void.

15. PROVINCE SPECIFIC TERMS. These terms apply only to consumers in the following province. In the event of a conflict between the terms of this Agreement and this Section 15, the terms of this Section 15 shall apply:

Quebec Consumers. If you are a Québec Consumer, the following terms apply to you:

<u>Disclaimer of warranties</u>. THE SOLE WARRANTY APPLICABLE TO THIS AGREEMENT AND THE SERVICES IS THE MANDATORY LEGAL WARRANTY PROVIDED UNDER THE *CIVIL CODE OF QUÉBEC* AND ANY WARRANTY PROVIDED FOR UNDER THE *CONSUMER PROTECTION ACT* (QUÉBEC).

<u>Modifications</u>. The provisions relating to the Services, the price and payment terms for the Services, the party providing the Services, renewal and termination rights, and any provision of the Privacy Statement may be modified or amended upon 30 days prior written notice setting out (i) the new clause or the amended clause and the clause as it read formerly, and (ii) the date of the coming into force of the such modification or amendment. If we do not allow you to maintain this Agreement unamended, you will have the right to terminate this Agreement during the notice period.

<u>Termination</u>. Termination of this Agreement by Intuit without default by you is only effective upon 60 days prior written notice.

<u>Governing law</u>. Any disputes arising out of or related to this Agreement or the Services shall be governed by the laws of Province of Québec and the laws of Canada applicable therein.

October 2013 (Canada)

B. ADDITIONAL TERMS AND CONDITIONS FOR INTUIT QUICKBOOKS SOFTWARE ("Software").

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