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Section A

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QuickBooks Accountant Desktop	up to 30

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5. **ADDITIONAL LICENSES AND SERVICES AVAILABLE BY SUBSCRIPTION.** Additional Subscription licenses and Services that may be obtained in connection with the Software include the following:

5.1. **QuickBooks Payroll Subscription for Desktop ("Payroll for Desktop Service(s)")**

5.1.1. Subscribing to the Payroll for Desktop Service. To subscribe to a Subscription Plan for a Payroll for Desktop Service and to be able to calculate applicable payroll taxes, you must: (i) have registered the Software, and (ii) have internet access. If applicable, you may be able to purchase a Subscription for the Payroll for Desktop Service online or by phone, or you may be able to subscribe from within the Software by selecting the appropriate employee menu item, and you will need to activate the Payroll for Desktop Service within the Software using the numerical key provided to you at the time of Subscription purchase. If you subscribe, your use of the Payroll for Desktop Services shall be subject to this Agreement and in accordance with this Section (and to any Subscription Plan terms or other terms and conditions that accompany the Payroll for Desktop Service itself). **For purposes of this Agreement, the Payroll for Desktop Service does not include or apply to Software and Trial versions that do not include or offer access to the applicable Payroll for Desktop Service.**

5.1.2. License Grant and Restrictions. For license(s) granted to you for use of the Payroll Desktop Services, see Section 3.1.7., above.

5.1.3. Activating the Payroll for Desktop Service. The Subscription for the applicable Payroll for Desktop Service you purchased will begin after it is activated within the Software and after we receive and process all the information requested during sign up, including your credit card or bank account information. Any Subscription for Payroll for Desktop Service purchased at a physical retail store location will begin after you activate the Payroll for Desktop Service Subscription online, which activation must occur no later than 60 days from purchase or the date indicated on the exterior of the Software packaging, whichever is earlier

5.1.4. Unless You Have Purchased a Software Bundle or Subscription with Payroll Services Already Included, a Separate Payroll for Desktop Service Subscription Is Required for Each Registered Copy of Software. Unless you purchased a desktop Software bundle or Subscription with payroll Services already included (i.e., *QuickBooks Desktop Pro + Payroll*), then for each registered copy of the Software, you must purchase a separate Payroll for Desktop Service Subscription in order to be able to use the Payroll for Desktop Service with that particular registered copy of the Software. For purposes of the Payroll for Desktop Service Subscription, QuickBooks Desktop Pro and QuickBooks Desktop Premier are each considered a single registered copy of the Software. If you are using one of the aforementioned versions of the Software, you will need only one Subscription to the applicable Payroll for Desktop Service. For every Payroll for Desktop Service Subscription, Intuit may impose a limit on the number of employer identification numbers for or with which you can use the Payroll for Desktop Service and if you exceed this limit, you may be required to pay additional fees.

5.1.5. Payroll Tax Table Updates

5.1.5.1. Updates to payroll tax tables may be provided, when-and-if they are made available by Intuit in its sole discretion, to active subscribers to the Payroll for Desktop Service. We strongly recommend that you connect to your applicable Payroll for Desktop Service regularly to validate your Subscription and to be sure you have the most currently available Payroll for Desktop Service Updates, including the most current rates and calculations for supported tax tables. Failure to connect to your Payroll for Desktop Service regularly may result in inaccurate withholding from payroll and you hereby assume any and all liability resulting from any such inaccurate withholding, or resulting in any way from your failure to regularly connect and update your Payroll for Desktop Service. Also, as a safety measure, and due to the nature and frequency of changes in payroll tax rates, if your Payroll for Desktop Service Subscription expires, you will be unable to continue to process payroll using Payroll for Desktop Service tax tables or tax forms, and if this occurs, you must connect to your Payroll for Desktop Service, bring your Subscription account current if necessary, and get the latest Payroll for Desktop Service Updates in order to again be able to process payroll. If you do not have a current Subscription or license for the latest QuickBooks

software version, and/or if and when a newer QuickBooks software version becomes available, you must Upgrade to that version by the following April 6th to continue receiving tax table Updates.

5.1.5.2. The Payroll for Desktop Services may contain dated information. In using the Payroll for Desktop Service, you understand that it may not include all the information or the most current information relevant to your particular needs or situation.

5.1.6. Preparation and Filing (or E-Filing) of Payroll Taxes and Other Liabilities

5.1.6.1. Payroll for Desktop Services may include the option to track certain year-end or other payroll taxes and liabilities to aid your completion of forms, records, slips, or other reports for you to file with relevant governmental taxing and revenue authorities. Depending on your location and/or the version of Software or Payroll for Desktop Service you use, the Payroll for Desktop Services may include capabilities to assist you with the preparation and filing of necessary files, forms, or other documentation, either by providing the means to file materials by electronic transmission (from within the Software directly to the applicable governmental authority), or by providing the means to create a file which can be saved to your local computer desktop for filing by means of online transfer (i.e., manually locating and uploading saved file(s) from your computer desktop to the applicable governmental website via a web browser), as well as the possible option to print cheques for your delivery to the applicable taxing authority. You understand, however, that regardless of the features or options available with the Payroll for Desktop Services, you alone are responsible for timely preparation and remittance of all required payroll liabilities and taxes filings, including verifying that any Payroll Transaction (defined below) has been sent, received, and accepted by the relevant taxing authority, and if necessary, you are also responsible for manually delivering any filings and payments to the relevant taxing authority in the event that any online Payroll Transaction is rejected, in order to ensure timely receipt of such filing(s) or payment(s) by the taxing authority before the required due date.

5.1.6.2. To be able to electronically file your payroll taxes and other liabilities, whether by transacting directly or by uploading a file from your computer with or to the applicable governmental taxing and revenue authority website (each and all "**Payroll Transaction(s)**") using the Software, you must have an internet connection, a valid license for a compatible, currently supported and registered version of the Software, and an active Subscription to the Payroll for Desktop Service. If you are located in a country or region (and if the version of the Software you are using has the capability) and if you choose to electronically file your Payroll Transaction by transmitting directly via the Software (and not by manually uploading a file from your computer desktop) to the website of a governmental taxing and revenue authority, the Payroll Transaction will be forwarded to Intuit's Electronic Filing Center where Intuit will convert it to a standardized format and transmit it to the applicable governmental taxing and revenue authority (the "**Electronic Filing Services**"). Except to the extent required by applicable law, Intuit has no obligation to store, maintain, or provide to you any information you provide to Intuit, and you agree to print and save a copy of each Payroll Transaction for your records. By using the Electronic Filing Services system to prepare and submit Payroll Transaction filings, you consent to the disclosure to the HMRC and any other applicable taxing and revenue authority of all information pertaining to your use of the Electronic Filing Services. Use of the Electronic Filing Services system to prepare and submit Payroll Transactions with applicable governmental taxing authorities is subject to availability. If Intuit tells you that information concerning your Payroll Transactions has changed, you must use this corrected information in the future to initiate Payroll Transactions.

5.1.6.3. If you are located in a country or region (and if the version of the Software you are using has capability) allowing for the filing of Payroll Transactions directly with a governmental taxing and revenue authority, then by using the Electronic Filing Services for Payroll Transactions, you authorize Intuit to send Payroll Transactions, electronically or by any other commercially accepted method, to the applicable governmental taxing and revenue authority. You authorize Intuit and its agents (if applicable) to take steps necessary for enrolling you with the appropriate taxing authorities for the purposes of e-filing Payroll Transactions at our discretion. The authorizations in this Section remain in effect until you notify Intuit the authorization is revoked.

5.1.7. Satisfaction Guarantee. For terms and conditions relating to the Payroll for Desktop Service satisfaction guarantee, see Section 15 below.

5.1.8. Termination and Amendment. For terms and conditions relating to Payroll for Desktop Service or Subscription termination, see Section 14 below.

5.2. **QuickBooks Accountant Edition Desktop Software and QuickBooks Accountant Desktop ProAdvisor Program**. If you are an active member of the QuickBooks Accountant Desktop ProAdvisor Program:



5.2.1. Your use of QuickBooks Accountant Edition Desktop Software is conditional upon your maintaining your QuickBooks Accountant Desktop ProAdvisor Program membership and/or Subscription in good standing. If you choose to leave the QuickBooks Accountant Desktop ProAdvisor Program, terminate your membership, or otherwise let your membership or Subscription lapse, you will be denied access to all benefits of the QuickBooks Accountant Desktop ProAdvisor Program which include access to the QuickBooks Accountant Edition Desktop Software and all related Services, however, you will retain access to your company data file stored on your device, which can be reinstated to a readable QuickBooks format upon your rejoining the QuickBooks Accountant Desktop ProAdvisor Program and paying any applicable administrative and other fees(s); and

5.2.2. In addition to the terms, conditions and restrictions set forth in this Agreement, your membership guide to the QuickBooks Accountant Desktop ProAdvisor Program may set out additional terms, conditions and restrictions (the “ProAdvisor Terms & Conditions”) that apply to you. In the event that the terms of this Agreement are inconsistent with the ProAdvisor Terms & Conditions, the terms of this Agreement will control as it concerns the QuickBooks Accountant Edition Desktop Software.

5.2.3. You may not assign or transfer your rights in and to QuickBooks Accountant Edition Desktop Software to any third party without Intuit's prior approval, which may be conditional upon the third party agreeing to certain terms and conditions as determined by Intuit in its sole discretion.

6. OTHER SERVICES, TOOLS, AND FEATURES

6.1. **Other Intuit Offerings.** Active Payroll for Desktop Services subscribers may or may not have access to additional Intuit offerings during the term of their Subscription on a when-and-if available basis. Any additional Intuit offerings provided during the active Subscription cease immediately when the active Subscription terminates.

6.2. Authorized Users; Online Communication and Collaboration

6.2.1. Authorized Users. You agree that granting Authorized Users access to your Software data is voluntary and that you are responsible for revoking any permissions to access your Software and Software data from such Authorized Users.

6.2.2. Online Communication and Collaboration. You agree that from time to time you and your Authorized Users may opt to use certain tools available from within the software that facilitates online communication and collaboration. Separate fees, terms and conditions may apply. You agree that if you and your Authorized Users choose to use these online tools, certain of your Software data may be uploaded to Intuit servers in order to provide the online tool functionality to you.

6.3. **Beta Features.** From time to time, Intuit in its sole discretion, may extend (or otherwise include in or with the Software) the opportunity for you to use or try new or updated Beta Features and to provide feedback (fees may apply). You understand and agree that your use of the Beta Features is voluntary and Intuit is not obligated to provide you with any Beta Features. You understand that once you use the Beta Features, you may be unable to revert back to the earlier non-beta version of the same or similar feature. Additionally, if such reversion is possible, you may not be able to return or restore data created within the Beta Feature back to the earlier non-beta version. The Beta Features are provided on an “as is” basis and may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information from any connected device. You acknowledge and agree that all use of the Beta Features is at your sole risk. Beta Features may not be available to all users, or with or in all software editions or countries.

6.4. **Custom Form Designs.** If you obtain any images from Intuit to be used as background imagery for forms in the Software forms customization feature (additional fees may apply), you understand and agree that such designs may only be used with your QuickBooks forms. For example, you are authorized to use these images on QuickBooks forms that you print or email. You may also order matching business cards and other promotional print items that Intuit offers. You may also customize QuickBooks forms with these images on behalf of your clients who use QuickBooks. However, you may not resell these images or use them for any other purposes, including use on third party generated materials such as forms, web-based materials, or other custom printed business identity products.

6.5. **Data Files Transfer(s) to QuickBooks Online.** If available, you may have the option for a limited transfer of data files from select versions of the Software to select versions of QBO (see materials and documentation accompanying the Software for details). The Terms of Service for QBO shall apply to both the transfer of the Software data files and your use of QBO.

6.6. Data Transfer Feature

6.6.1. Using Applications and the Data Transfer Feature. You may have the option to acquire or use Applications and to authorize use of certain Data Transfer features, including via the Software for which additional fees may apply. Those Third Party Applications which may be made available to you, including via the Software, are subject to the third party's terms and conditions, including their privacy policy. Intuit Applications which may be made available to you are subject to the terms and conditions that accompany that Intuit Application. Some Applications require the use of or access to certain of your Software data. **For purposes of this Agreement, the Data Transfer does not apply to Software and Trial versions that do not include access to the Data Transfer feature.**

6.6.2. License You Grant By Use of Applications and the Data Transfer Feature. Intuit may use (and provide to third parties) a service for Data Transfer in order to, among other things, facilitate certain interoperability, data integration, and data access between the Software and the applicable Application. By signing up or by using any Third Party Application, you agree that: (i) the Third Party Application provider may have access to and use your applicable Software data to provide to you the particular Third Party Application or related Services per the Third Party Application terms and conditions; and (ii) the Third Party Application provider may transfer your data from the Third Party Application to Intuit for Intuit's use per the terms of this Agreement. You grant Intuit all rights to use your Software data as reasonably necessary to facilitate the Data Transfer to Third Party Application providers and you acknowledge that Third Party Application providers may be located in a country that does not have adequate security controls to protect your Software data. Please carefully review the Third Party Application terms and conditions. **If you do not agree with the terms and conditions of any Third Party Application, including Data Transfer, you should not use or access the Third Party Application or permit it to have access to your Software data.** Please contact the Third Party Application provider for technical issues with the Third Party Application or Data Transfer to and from the Software and Third Party Application. If you want to revoke your authorization to provide your Software data to a Third Party Application, Intuit may provide a feature within the Software or on a website for the Software to allow you to disable such third party access. You acknowledge that turning off such access may affect an Application's functionality or features, and that, you remain liable to the Third Party Application provider for any fees charged to you.

6.6.3. Intuit Has No Responsibility for Third Party Applications or Related Data Transfers. You agree and acknowledge that (i) Intuit has no control over any Third Party Applications; and (ii) Intuit does not endorse or recommend Third Party Applications even if they are marketed or distributed via our Software, Services, or other products or websites, or otherwise associated with Intuit. **You agree that the Third Party Application providers, and not Intuit, are solely responsible for the Data Transfer, the Third Party Application's performance (including technical support), the content on the Third Party Application provider's website(s) and their use or disclosure of your data. Intuit will not be liable for any damages, claims or liabilities arising from the third parties or Third Party Applications.**

6.6.4. Use of Applications Must Comply with Applicable Laws. You agree that you will (i) comply with all applicable laws, regulation and ordinances; (ii) not use any Application in any manner that would infringe or violate the rights of Intuit, any Third Party Application provider, or other third party; and (iii) not use the Applications in any way in furtherance of criminal, fraudulent or other unlawful activity.

6.7. Financial Institution Services

6.7.1. General. In connection with your use of the Software and as part of the functionality of certain versions of the Software, you may have access to certain online Services that may be made available by your financial institution ("**FI Services**"), including online banking. The Software is designed to allow you to access participating FI Services (if and to the extent provided by your financial institutions) to set up banking information, and allow the Software to access your account(s) and download transactions into the Software. You acknowledge and agree that Intuit (i) has no control over the FI Services or access to the FI Services as may be permitted by your financial institution(s); (ii) does not guarantee that you will be able to use the Software with the FI Services; and (iii) will have no liability whatsoever for any actions or inactions on the part of the financial institutions resulting in your inability to use the Software to access your accounts, obtain data, download transactions, or otherwise use or access the FI Services.

6.7.2. Collection of Financial Institution Account Data. You acknowledge that in accessing any FI Services through the Software, your financial institution account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, and the actual data in your account(s) with such financial institution(s) such as bank balances, credit card charges, debits and deposits (collectively, "**FI Account Data**"), may be collected and stored in the Software

depending upon your financial institution and type of account. You authorize Intuit, in conjunction with Intuit's operation of the Software for purposes of the FI Services, to (i) collect your FI Account Data; (ii) reformat and manipulate such FI Account Data; (iii) create and provide hypertext links to your financial institutions; (iv) access the financial institutions' websites using your FI Account Data; and (v) take such other actions as are reasonably necessary to perform the actions described in (i) through (iv) in order for you to access the FI Services. You hereby represent that you are the legal owner of your FI Account Data and that you have the authority to appoint, and hereby expressly do appoint Intuit as your agent with limited power of attorney to access and retrieve your FI Account Data on your behalf.

6.7.3. Information from Financial Institutions' Websites. You acknowledge and agree that (i) some financial institutions may not allow the Software to access the FI Services; (ii) financial institutions may make changes to their websites, with or without notice to us, that may affect overall performance of the FI Services and prevent or delay the FI Services from such websites; and (iii) the Software refreshes the Software account data by collecting the FI Account Data automatically or manually (depending on your financial institution or any changes by you that may require updating), so your most recent transactions may not always be reflected in any account balances or other account information presented to you in the Software. If you see a discrepancy in the Software account data, and in any case before making any transactions or decisions based on such account information presented in the Software, you should check the last refresh date for the account and confirm the FI Account Data and manually updating such data as necessary.

6.8. **Social Media Sites.** As described furthest above in Section A.5.2, the Software may provide social features or opportunities for experiences on social platforms such as Facebook®, Twitter®, and LinkedIn® that enable or facilitate online sharing and collaboration or the ability to exchange content, materials, and information amongst users of that social platform and the public. Any content or materials you post, such as pictures, information, opinions, or any personal information that you make available to other participants on these social platforms, is subject to the Terms of Use and Privacy Policies of those platforms. Please refer to those social media platforms to better understand your rights and obligations with regard to such content.

6.9. **Timer Program.** Depending on the edition of the Software you have licensed, you may have the ability to access and use a Timer program (provided bundled with the Software on the physical media or DVD you obtained, or available online as a separately downloadable utility program). If included with the Software, or if otherwise made available by Intuit for download and if supported by the edition of Software you are using, you may use the Timer program on all computers used in your business and may make the number of copies of the Timer program required for this purpose. This does not apply to My Time Application for use with QuickBooks Desktop for Mac which can only be installed on 1 computer (though installation is not required to be made to or on the same computer as the QuickBooks Desktop for Mac Software) to track time for a single user. Timer program data can be imported into certain specified versions of QuickBooks Desktop for Mac only. Check the QuickBooks Desktop for Mac website for details.

7. ACQUIRING A PAYROLL FOR DESKTOP SERVICES SUBSCRIPTION

7.1. You Must Be a Licensed QuickBooks Desktop Software User to Subscribe. Whether you purchased your Software license on a standalone or Subscription basis (depending on your location and the purchase options available to you), you may obtain a monthly or annual subscription to the Payroll for Desktop Service at any time by going to the QuickBooks web site, <http://www.quickbooks.intuit.co.uk>. You must be a licensed subscriber or licensed user of the latest or applicable (currently supported or non-discontinued) QuickBooks Desktop software version in order to use the Payroll for Desktop Service. Restrictions, additional terms, and fees apply.

7.2. Use of Services May Require Acceptance of Additional Terms. The Services, including but not limited to the Payroll for Desktop Services, or other Services, Applications, tools, features, and Subscriptions, may be accompanied by (and use or continued use subject to this Agreement and your acceptance of) separate agreements, terms, and conditions, as well as payment of any applicable fees.

7.3. Updates and Upgrades. For additional information about Payroll for Desktop Service Updates, Upgrades, and eligibility see Section 10 below.

8. **PAYING FOR YOUR SUBSCRIPTION PLAN AND ANY SERVICES.** When you subscribe to a paid Subscription Plan or any Services, you must have a valid credit card or a valid debit card with a Visa or MasterCard logo ("**Card**") or sufficient funds in an acceptable checking or savings account to cover an electronic debit of the initial and monthly Subscription fee to obtain (and to maintain

uninterrupted) the applicable Subscription. The information you provide must be accurate and complete. When you subscribe and provide payment information, your Card or bank account will be debited (initially), and will be thereafter automatically re-debited, at the then current Subscription rate, at the beginning of each applicable monthly, quarterly, or one-year Subscription Plan term ("**Renewal Term**") to maintain the applicable Subscription. You may notify us at any time to cancel a Subscription. To help minimize the potential for unwanted Renewal Term charges, you should notify us of your desire to cancel a Subscription Plan prior to the beginning of the next Renewal Term.

9. WARRANTY DISCLAIMER

9.1. **General.** For general Software warranty disclaimers, see furthest above in Section A.7.1. Additional warranty disclaimers are provided below.

9.2. **Payroll Tax Tables.** YOU ASSUME FULL RESPONSIBILITY FOR YOUR SELECTION OF THE TAX TABLE TO ACHIEVE YOUR INTENDED PURPOSES, FOR THE PROPER INSTALLATION AND USE OF ANY TAX TABLE, AND FOR VERIFYING THE RESULTS OBTAINED FROM USE OF THE TAX TABLES. INTUIT AND ITS SUPPLIERS DISCLAIM AND EXCLUDE ANY TERM, REPRESENTATION, WARRANTY, OR CONDITION THAT ANY TAX TABLE OR FUNCTIONS CONTAINED IN ANY TAX TABLE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE TAX TABLES WILL BE UNINTERRUPTED OR ERROR FREE.

9.3. **Payroll for Desktop Services.** YOU ASSUME FULL RESPONSIBILITY FOR THE USE OF THE PAYROLL FOR DESKTOP SERVICES TO ACHIEVE YOUR INTENDED PURPOSES, FOR THE PROPER INSTALLATION AND USE OF THE PAYROLL FOR DESKTOP SERVICE AND FOR VERIFYING THE RESULTS OBTAINED FROM USE OF THE PAYROLL FOR DESKTOP SERVICE. IN ADDITION TO THE OTHER DISCLAIMERS IN THIS AGREEMENT, INTUIT AND ITS SUPPLIERS DISCLAIM ANY WARRANTY THAT THE PAYROLL FOR DESKTOP SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE PAYROLL FOR DESKTOP SERVICE WILL BE UNINTERRUPTED OR ERROR FREE.

10. RECEIVING SOFTWARE UPDATES; UPDATE AVAILABILITY AND ELIGIBILITY FOR UPGRADE(S)

10.1. **Receiving Software Updates.** If and when you connect to the internet and use the Software, Intuit may also include Updates in the transmission or install programs you may have requested. Updates may sometimes include bug fixes or other important or critical patches. **We recommend that you install all Updates promptly and that you turn on 'auto update' to help ensure timely receipt of all Updates, including critical Updates.**

10.2. **Update Availability and Eligibility for Upgrade Based on Software License Type.** In exchange for your continued compliance with this Agreement, and any changes or modification to this Agreement made by Intuit as described furthest above in Section A.9., you shall have access to the purchased Software or Subscription in accordance with the following provisions:

10.2.1. Software Licensed on a Standalone Basis. If you purchased your license for QuickBooks Desktop software by making a one-time, upfront payment at retail or directly from Intuit and not under a Subscription, you are entitled to receive: (i) access to the features of the specific version of the QuickBooks Desktop software product and version purchased; and (ii) Updates and Enhancements to the QuickBooks Desktop software on a when-and-if available basis through the then-current support discontinuation or end date for the particular QuickBooks Desktop software version, which for QuickBooks Desktop 2017 is May 31, 2020 (see Section 13 below). Updates and Enhancements do not include future Upgrades to the Software. Intuit's obligations to you under this Section are contingent upon you installing all Updates within 30 days after release or upon being notified by Intuit or its representatives of their availability, whichever occurs first. Software purchased on a separate standalone basis, including eligibility for Updates and Enhancements, is subject to the terms of this Agreement and the discontinuation policy and termination provisions in Sections 13 and 14 below.

10.2.2. Software Licensed on a Subscription Basis. If you purchased a Subscription based license for the Software, which generally means that you will be paying for your use of the Software on a monthly or annual basis then, so long as your Subscription remains active and so long as Intuit is receiving the applicable payment from you, you are entitled to receive as part of your active Subscription: (i) access to the features of the Software subscribed to by you; (ii) Updates and Enhancements on a when-and-if available basis; (iii) certain additional products, add-ons or other Services, and/or discounts generally provided by Intuit to all subscribers, when-and-if they should be made available to you (such products, add-ons or other Services may be accompanied by, and use subject to, additional terms, conditions, and fees); and (iv) for subscribers under certain qualifying Subscriptions only, the right to receive new releases (i.e., Upgrades) of the Software when-and-if they are available (also referred to in this Agreement as "**Version Protection**"). Software licensed

on a Subscription basis is eligible for Updates and Enhancements only during the active Subscription period. Neither Updates nor Enhancements include future Upgrades to the Software. Upgrades are only offered on a when-and-if available basis and only to active subscribers under certain qualifying Subscriptions. If you are entitled to receive an Upgrade under an active qualifying Subscription, you may be required to accept different or additional software license terms and conditions as provided. Additionally, if you have purchased a Subscription that includes support, or if you have subscribed to a separate support Services plan, you will also be entitled to receive support Services as described in Section 12 below. If the term of your Software, Services, or other Subscription expires or is terminated for any reason, you will no longer be authorized to receive or install such Updates and Enhancements and you will no longer be entitled to receive Upgrades.

11. **DELIVERY OF SOFTWARE ELECTRONICALLY OR VIA PHYSICAL MEDIA.** As determined by Intuit in its sole discretion, the Software, Subscription, and related Services may be provided via physical media (e.g. DVD) and/or electronically via the internet. You may be charged an additional fee if Intuit makes the Software, Subscription, or Services available electronically and via physical media, or different media form or format (some of which could be fee-based) and you choose physical media or otherwise choose the form or format which is identified as having an additional fee. Any software that is delivered by electronic transmission (regardless of whether a replacement copy is ordered) will be deemed delivered on the date that Intuit makes such program available for download. It is your sole responsibility to establish and maintain in good working order adequate internet access in order to receive the Software, Subscription, or related Services, if applicable, as well as the computer via which you will access or use any of these.

12. HELP AND SUPPORT

12.1. **Support Services.** Support Services are technical assistance and customer service provided by Intuit in connection with Software, Services, or Subscriptions using various means, including in-product, internet, chat, e-mail, and telephone, some of which may require payment of additional fee(s). The terms and conditions governing the offering or provision of support Services are subject to change as may be announced by Intuit from time to time. Please consult the QuickBooks support website (currently accessible at, <https://community.intuit.com/products/quickbooks-help-en-uk>) for the most up-to-date information relating to support and any associated fees, as well as Updates to the Software. By using QuickBooks support Services, you authorize Intuit to collect certain company data files in order to provide you with a better customer support experience.

12.2. **Support Services Fees.** Only subscribers with (active, paid accounts in good standing and) specified Subscriptions and an included or paid support plan have access to the support Services. If you purchased a Software license on a standalone basis by making a one-time payment, or if your particular Subscription plan does not include support, you will have to pay a fee to access the support Services. Availability and access to all Services, including Support Services for your Software, is subject to the then-current Intuit discontinuation policy applicable to your particular Software version (see below).

13. DISCONTINUATION POLICY AND END OF SOFTWARE SUPPORT

13.1. Discontinuation Policy; Software Support End Date; Non-Supported System Requirements, Services, or Software

13.1.1. Discontinuation Policy (Software End-of-Life). The Intuit Software is subject to Intuit's discontinuation policy and Intuit reserves the right to discontinue all support for the Intuit Software, and/or for any features, online or other Services or content accessible through the Intuit Software in accordance with its current discontinuation policy. If the Intuit Software offers Services that require a connection to an Intuit server (including internet-based Services), such as downloading financial data from a participating bank, credit union, credit card, brokerage, mutual fund accounts, online bill paying, and downloading currency exchange rates, such Services may expire in accordance with Intuit's current discontinuation policy. Once an Intuit Software version or its support is discontinued, no replacement CDs or future support or Updates, will be provided or made available by Intuit for that particular Software version. You understand that discontinued Software versions (i.e., Software versions for which support and Updates are no longer provided) may in the future be vulnerable to un-patched issues, including bugs, security, and other risks, and that Intuit is not responsible for your continued use of such Software.

13.1.2. Intuit Software Support Discontinuation or End-Date. Subject to Intuit's discontinuation policy, and notwithstanding any Subscription terms provided separately, Intuit will provide support for QuickBooks Desktop software until the then-current support discontinuation or end date for the particular QuickBooks Desktop software version, which for QuickBooks Desktop 2017 is until May

31, 2020. More information about the discontinuation policy relating to the Software is available at <http://quickbooks.intuit.co.uk> or <https://community.intuit.com/questions/1347273-quickbooks-service-discontinuation-policy-and-upgrade-information>.

13.1.3. Non-Supported System Requirements, Services, or Software (i.e., no longer supported by their third party providers). System requirements and operating environments for use of the Software as designed, including currently-supported operating systems, database engines, browsers and other technical components are available on the website for the Software. Notwithstanding anything above to the contrary, Intuit will not provide (and is not in any way liable to you for) Software support for Services, software, or system requirements or operating environments, including any operating system, database server or browser version, or other technical component, that is unsupported by its originating third party provider. In the event that any currently-supported Services, software, system requirement or operating environment, or other technical component is discontinued or no longer supported by its provider, Intuit will likewise discontinue its Software support for that particular Service, software, system requirement, operating environment or system, database server or browser version, or other technical component.

14. TERMINATION

14.1. **General.** Support for the Software will be discontinued or terminated as described above in Section B.13. Your rights to use the Software, including your access to and use of any Services or Subscription, may be terminated by Intuit immediately and without notice in accordance with the termination provisions of this Agreement, including those furthest above in Section A.10., or in this section B.14., if at any time you fail to comply with any term or condition of this Agreement.

14.2. Payroll for Desktop Service

14.2.1. Your rights to any Payroll for Desktop Services Subscription may be terminated by Intuit if Intuit is unable to debit your payment method in accordance with this Agreement, Intuit will not provide refunds for any Payroll for Desktop Services outside of the 60-Day Satisfaction Guarantee period described in Section 15 below. Intuit has the right to change or add to the terms or conditions of any Payroll for Desktop Service or Subscription Plan at any time (provided that it is not Intuit's intent that such change substantially affect the license rights granted to you and for which consideration was paid by you), and to change the method of delivering or accessing the Payroll for Desktop Service and/or the Subscription fee, and to change, delete, discontinue or impose conditions on any feature or aspect of the Payroll for Desktop Service. In this event you will receive notice of such change, typically via email or on <http://quickbooks.intuit.co.uk>. For the latest version of the terms or conditions of the applicable Payroll for Desktop Service, go to <http://www.intuit.co.uk/free-payroll-software/>, or such other site designated by Intuit.

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Rev July 2016