

2013 QUICKBOOKS CLOUD PROADVISOR PROGRAM AGREEMENT

I. GENERAL TERMS AND CONDITIONS

1. Agreement Acceptance

IMPORTANT - PLEASE READ: This 2013 QuickBooks Cloud ProAdvisor Program Agreement ("Agreement") is made between you and Intuit Inc. and/or its subsidiaries and affiliates ("Intuit") and is effective either as of the date you enroll in the Program ("Effective Date") and provides the terms and conditions (including benefits and Certification provisions as set forth in the referenced Schedules) of your enrollment in the QuickBooks Cloud ProAdvisor Program ("Program"). This Agreement supersedes all previous Program terms and conditions, benefit provisions and other Program agreements, if applicable, and shall apply to all Participants regardless of when enrollment in the Program began. Your participation in the Program means that you agree to the terms and conditions as provided in the Agreement.

If you do not accept this Agreement, you must contact the QuickBooks Cloud ProAdvisor Program Hotline ("Hotline") at 800-333-3451 to terminate your enrollment to the Program.

As used in this Agreement, "you," "your," and "Participant" are synonymous and refer to the person who enrolled in the Program reflected in Intuit's records.

2. Application Information

The QuickBooks Cloud ProAdvisor Program is available to accounting, bookkeeping, tax, and consulting professionals who are providing services to third-party clients. Participant hereby certifies that the information Participant supplied to Intuit during the Program enrollment process is true and correct. This information is for the express use of Intuit and does not constitute certification or endorsement by Intuit of Participant. Participant further understands that Intuit reserves the right to discontinue Program enrollment, without limitation, of any Participant who does not meet the criteria for participation, and such criteria shall be determined from time to time at Intuit's sole discretion.

The QuickBooks Online Certification and all benefits associated with that certification, is tied to the individual who underwent the certification process and may not be transferred to another individual. You must be enrolled in the Program to take advantage of your certification benefits defined in Section III: Exhibit B.

3. Proprietary Rights

a. Participant agrees that Participant is authorized or permitted to use the term or name "Member: QuickBooks Cloud ProAdvisor® Program", or other permitted uses as provided in the Trademark Restrictions herein only during the term of current, valid participation. Participant agrees to abide by all of the Trademark Restrictions. Participant further agrees that Participant is not authorized or permitted by Intuit to use the trademarks "Intuit", "QuickBooks", "QuickBooks ProAdvisor", "QB", "QB ProAdvisor", "QuickBooks Cloud ProAdvisor", "QB Cloud 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", "intu", "tuit", "tui", "Turbo" or "Mint" (or phonetic equivalents), or belonging or licensed to Intuit in any products, services, or advertising, or in any way not expressly set forth in this Agreement. Participant further agrees that Participant will use all software provided by Intuit strictly in accordance with the software license agreement accompanying such software and with U.S. copyright laws. You are not authorized by Intuit to resell or distribute the software provided to you by Intuit in any way, except for Not For Resale versions of the software provided to you by Intuit and those versions of the software that you purchase from Intuit for distribution to your clients.

4. Protection of Interest

a. Acknowledgment of Rights. Participant 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.

5. 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, EULAs or TOSs; (d) not to engage in 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 and timely manner. Participant 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.

6. Authorization

Participant hereby authorizes Intuit and third parties authorized by Intuit to disclose and/or publish information regarding Participant's name, address and other contact information, expertise profile, and business profile in printed and/or electronic forms in any medium.

7. 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.

Participant agrees to return to Intuit immediately upon Intuit's written request any confidential information Participant has received in writing or other tangible form. Participant acknowledges that the unauthorized disclosure or use of Intuit confidential information will cause irreparable harm to Intuit, and that accordingly, Participant 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.

8. Idea Submissions

By submitting ideas, suggestions, proposed business plans or any other material to Intuit, Participant acknowledges and agrees that Intuit will treat such submissions as non-confidential; Intuit can use the information without compensation to Participant 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 Participant.

9. 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 provide Intuit immediate access to all requested materials and to your business premises in order to allow Intuit to exercise its right to inspect.

10. 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 Online 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.

11. Indemnification by You

You agree that Intuit shall have no liability to you or any of your clients or customers and that you shall indemnify, defend and hold Intuit harmless from any expenses, damages, costs or losses (including reasonable attorney's fees) 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 Participant 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. In the event Intuit seeks indemnification from you under this Section 11, Intuit will immediately notify you in writing of any claim or proceeding brought against it for which it seeks indemnification under this Agreement. Intuit reserves the right, at its option, to assume full control of the defense of such claim or proceeding with legal counsel of its choice. If Intuit so undertakes its own defense, any settlement of such claim or proceeding requiring payment from you shall be subject to your prior written approval. 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. Warranty; Disclaimer; Limitation of Liability

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. PARTICIPANT ACKNOWLEDGES AND AGREES THAT SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO CERTAIN PARTICIPANTS. IN THAT EVENT, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO SIXTY (60) DAYS FROM THE

COMMENCEMENT DATE OF PARTICIPANT INITIAL PROGRAM MEMBERSHIP. HOWEVER, SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS IN DURATION MAY NOT APPLY TO CERTAIN PARTICIPANTS. IN NO EVENT SHALL INTUIT OR ITS SUPPLIERS BE LIABLE FOR ANY AMOUNTS IN EXCESS OF THE FEES PAID BY PARTICIPANTSTO 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.

13. Term

(a) Term. The Program shall commence on the date Intuit sends you an email confirmation of your enrollment in the Program and will continue, unless earlier terminated as set forth in this Agreement ("Term").

(c) Certification. The provisions governing the Certification period for Certified QuickBooks Cloud ProAdvisors shall be as set forth in Section III: Exhibit B ("QuickBooks Online Certification Terms and Conditions") of the Program Agreement.

14. Default and Termination

(a) Intuit or Participant may terminate Participant'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 Participant's enrollment in the Program for cause effective immediately and without notice in the event that: (i) Intuit determines in its sole discretion that Participant 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 Participant; (iii) Participant fails to perform any of Participant'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 Participant does not meet the criteria for enrollment in the Program as determined by Intuit from time to time; (v) Participant commits a felony or engages in an unlawful business practice; or (vi) any conduct or proposed conduct of Participant 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 Certified QuickBooks Cloud ProAdvisors are as set forth in Section III: Exhibit B ("QuickBooks Online Certification Terms and Conditions") of the Program Agreement.

15. Effect of Termination

Upon expiration or termination of enrollment benefits, regardless of the reason thereto: (a) All privileges and benefits of the Program will be immediately revoked; (b) Participant shall immediately cease use of the name "QuickBooks Cloud ProAdvisor®" and shall otherwise discontinue representing in all instances and locations (e.g., on materials, website, etc.) that Participant is enrolled in the Program; (c) Participant 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 Section IV. Exhibit C) shall immediately cease use of the Certified Logo and shall otherwise discontinue representing that Certified Member is a Certified QuickBooks Cloud ProAdvisor or any other authorized statement regarding such status.

16. Governing Law

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

17. Disputes

ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THIS AGREEMENT WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act governs the interpretation and enforcement of this provision; the arbitrator shall apply California law to all other matters. Notwithstanding anything to the contrary, any party to the arbitration may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction. WE EACH AGREE THAT ANY AND ALL DISPUTES MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. BY ENTERING INTO THIS AGREEMENT AND AGREEING TO ARBITRATION, YOU AGREE THAT YOU AND INTUIT ARE EACH WAIVING THE RIGHT TO FILE A LAWSUIT AND THE RIGHT TO A TRIAL BY JURY. IN ADDITION, YOU AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS-WIDE BASIS. YOU AGREE THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS.

To begin an arbitration proceeding, send a letter requesting arbitration and describing your claim to Intuit Inc., in care of our registered agent Corporation Service Company, 2711 Centerville Road, Wilmington, DE 19808. Arbitration will be conducted by the American Arbitration Association (AAA) before a single AAA arbitrator under the AAA's rules, which are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees and costs will be governed by the AAA's rules, but if you are unable to pay any of them, Intuit will pay them for you. In addition, Intuit will reimburse all such fees and costs for claims totaling less than \$75,000 unless the arbitrator determines the claims are frivolous. Likewise, Intuit will not seek its attorneys' fees or costs in arbitration unless the arbitrator determines your claims or defenses are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. The decision of the arbitrator shall be final and not appealable, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. This Section 16 shall survive expiration, termination or recession of this Agreement.

18. 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 the Member Guide and the Exhibits, which includes the content in the "Program Benefits" section, the "FAQs" section and the "Program Agreement" section (including Exhibits, A, B and C), 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. This Agreement, including, without limitation, the Program and all Program benefits may be changed from time to time by Intuit in its sole discretion.

f. 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.

g. 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.

h. Language. It is the express wish of the parties that this agreement and all related documents be drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

19. 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.

c. Additional Program Benefits. Software and service offers/discounts. As an active Intuit QuickBooks Cloud ProAdvisor Program participant, you may be eligible to receive additional offers and/or discounts on Intuit products and services if and when such additional offers, discounts, products or services become available.

20. Your Privacy and Personal Information

You can view Intuit's Privacy Statement on the Intuit website, or via a link on the website for the software you have selected. You agree to be bound by the applicable Intuit Privacy Statement, subject to change in accordance with its terms. Most importantly, you agree:

- To Intuit maintaining your data according to the Intuit Privacy Statement, as part of the software.
- To give Intuit permission to combine information you enter or upload in a way that does not identify you personally with that of other users of the Software. By way of example, this means that Intuit may use that non-identifiable aggregated data to improve services, design promotions, or provide ways for you to compare business practices with other users.
- Intuit is a global company and may access or store personal information in multiple countries, including countries outside of the European Union that may be deemed to have inadequate protections by European Union Data Protection Authorities. When you agree to this Agreement, you agree to this practice.

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

CANADA. The parties acknowledge and agree that this Agreement is only between **Participant** and **Intuit Canada ULC (“Intuit”)**.

a. Your Personal Information. Intuit is a global company and you agree that Intuit may access or store personal information in, and transfer it to, multiple countries, including countries outside of the European Union that may be deemed to have inadequate protections by European Union Data Protection Authorities. When you agree to this Agreement, you agree to this practice. However, income tax return information remains in Canada unless you give Intuit your express consent for it to be transferred and/or stored outside of Canada. Income Tax return information' excludes non-personally identifiable information concerning your use of the Intuit tax products -- e.g. which screens you viewed.

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

To Intuit:
 Intuit Canada ULC
 5100 Spectrum Way
 Mississauga, ON L4W 5S2
 Attn: Strategic Sourcing
 Phone: 905-366-9400
 Fax: 905-366-9691
 Attention: Legal Department

With a copy to: Intuit Inc., Attn: General Counsel, Legal Dept.

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

c. Governing Law. The Province of Ontario and the federal laws of Canada applicable therein govern this Agreement without regard to its conflicts of laws provisions. Except where prohibited by applicable consumer protection legislation or where such consumer protection legislation provides for recourse to provincial or territorial courts, you agree to the exclusive jurisdiction of the Province of Ontario. Intuit does not represent that the Intuit Services are appropriate or available for use in all countries. You are accessing the Intuit Services on your own initiative and you are responsible for compliance with all applicable laws.

Quebec. If you are a Québec company, the following term applies to you:

a. Language. This Agreement is available in both French and English language versions. The parties hereby confirm that they have requested that this Agreement and all related documents be drafted in English. Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.

III. EXHIBIT B – QuickBooks Online Certification Terms and Conditions

A. Purpose of QuickBooks Online Certification

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

"Certification" means the QuickBooks Online Certification offered by Intuit for QuickBooks Cloud ProAdvisors who demonstrate technical competence relating to the use of QuickBooks Online, 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 the QuickBooks Online 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 QuickBooks Cloud in good standing who has successfully completed the Certification Curriculum.

"Certified Logo" means the logo design(s) associated with the Certified QuickBooks Cloud Proadvisor status, as provided by Intuit.

"Good Standing" means a member who abides by all the Terms and Conditions in this Program Agreement.

C. Certification and Quality Control

1. **Obtaining Certification.** To obtain Certification, you must (1) enroll in the QuickBooks Cloud ProAdvisor Program; and (2) successfully complete the Certification Curriculum and required testing within the time period noted in this section; and (3) comply with all other requirements in this Agreement.

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 Online 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 a Certified QuickBooks Cloud ProAdvisor 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, royalty-free, revocable license to use the Certified Logo in the Territory (as defined in Section III: Exhibit B, of the Agreement), 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. Term and Termination

1. Certification Term. Certified Member's rights and obligations under this Program Agreement 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 maintain your annual Program membership either by failing to pay the then-current annual Program membership fee, if applicable, or otherwise;

You fail to perform any of your obligations under this Agreement, including, without limitation, the terms related to use of the Certified Logo;

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 ProAdvisor Certification exam questions and answers is grounds for immediate termination of your certification.

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 to 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, 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 freely use feedback you provide. You agree that Intuit may use your feedback, suggestions, or ideas in any way, including in future modifications of the Services, other products or services, advertising or marketing materials. You grant Intuit a perpetual, worldwide, fully transferable, sublicensable, non-revocable, fully paid-up, royalty free license to use the feedback you provide to Intuit in any way.

4. 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 Accounting Professionals offerings, e.g., QuickBooks Cloud ProAdvisor Program which allows our QuickBooks Online Certified ProAdvisor Professional to enable its customers to post reviews and ratings about the QuickBooks Online 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 our Terms of Service or Terms of Use for rating and review features in our Services.

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 allegedly 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 Terms of Service or 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

Purpose of QuickBooks Online CertificationThe following are the trademark usage restrictions for the Program ("Trademark Restrictions").

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 Cloud ProAdvisor 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 Membership in the QuickBooks Cloud ProAdvisor Program

Upon your acceptance into the QuickBooks Cloud ProAdvisor 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:

"Member: QuickBooks Cloud ProAdvisor® Program"; or "Member of the QuickBooks Cloud ProAdvisor® Program"; or "QuickBooks Cloud ProAdvisor® Program Member"

C. No Use in Direct Business Source Identifiers

The Intuit, QuickBooks, QuickBooks Cloud ProAdvisor, QB, or other similar marks or logos, including but not limited to "Quick", "Intui", "intu", "tuit", "tui", "Turbo" or "Mint" (or phonetic equivalents) cannot be used in your company 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

"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 QuickBooks® and QuickBooks Cloud ProAdvisor® 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 Cloud ProAdvisor names are mentioned (unless space is not available, e.g., on business cards). Such legend should generally read as follows:

"QuickBooks and QuickBooks Cloud ProAdvisor are registered trademarks and/or registered service marks of Intuit Inc."

F. FOR CERTIFIED QUICKBOOKS CLOUD PROADVISORS: Certified Logo Restrictions

All approved uses of the Certified Logo must conform to the following logo usage restrictions ("Certified Logo Restrictions"):

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.

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 Member's 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 Cloud ProAdvisor.®" 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 nonapproved 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

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 "QuickBooks and QuickBooks Cloud ProAdvisor 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.

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.

Logo File Formats

The Certified Logo is offered in four different file formats for the Approved Purpose and usage as set forth in Section F.2 above. Any of the four 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. GIF. The .GIF file format versions of the Certified Logo have been created for web applications only. There are two sizes available, as the logos may NOT be resized in this file format.
- b. TIF. The .TIF file is a grayscale (black and white) version of the Certified Logo. It has been created for print applications where only one-color ink or toner is being used for reproduction. The size of the Certified Logo must be maintained, as resolution will be lost if the Certified Logo is made smaller or larger.
- c. JPG. The .JPG file is a two-color version of the logo (colors are black and PMS 116). It is universal and will work with a Mac or PC, and can be used for print or for websites. The logo can be scaled up to 200% maximum or down (no minimum) without losing resolution.

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 monitoring systems, Members must adhere to the following restrictions. Member 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 Member's own marks or names, or with industry descriptors, and cannot lead with Intuit brands. For example, all sponsored ad titles must be structured as "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 Training for QuickBooks

Member Company Name training for QuickBooks

www.MemberName.com/QB QuickBooks Training

Member Company Name training for QuickBooks

www.MemberName.com/QB Integration Services for QB

Superior integration services for QuickBooks users.

Services.MemberName.com/qbusers QB Integration Services

Superior integration services for QuickBooks users.

Services.MemberName.com/qbusers Member Apps for QuickBooks

Integrate your QB data with AppName!

www.MemberName.com/appname QuickBooks Apps

Integrate your QB data with AppName!

www.MemberName.com/appname

Note that all of the URL examples above are acceptable formats, as long as they don't confuse consumers into believing that the URL leads somewhere other than Member's own website(s). However, 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 applications that interoperate with the corresponding Intuit products.

Members may only use Intuit marks as search keywords to trigger sponsored ads that directly advertise Member services as it relates to Intuit products through Intuit's Member program.

If Member advertises its services or applications on search engines outside the United States (e.g., google.ca or yahoo.co.uk), Member must ensure that such application truly interoperates with the corresponding localized version of the Intuit product. 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.MemberName.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 stand-alone 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.

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