

INTUIT SOFTWARE END USER LICENSE AGREEMENT (UK)

Thank you for selecting the Software offered by Intuit Inc. and/or its subsidiaries and affiliates (referred to as "Intuit," "we," "our," or "us"). Review these license terms ("Agreement") thoroughly. This Agreement is a legal agreement between you and Intuit. By clicking "I Agree," indicating acceptance electronically, installing, accessing or using the Software, you agree to these terms. If you do not agree to this Agreement, then you may not use the Software.

A. GENERAL TERMS

1. AGREEMENT

1.1 This Agreement describes the terms governing your use of the Intuit Software including content, updates and new releases (collectively, the "Software"). It includes by reference:

- Intuit's Privacy Statement provided to you in the Software and available on the Software website or provided to you otherwise;
- Additional Terms and Conditions, which may include those from third parties; and
- Any terms provided separately to you for the Software, including product or program terms, ordering, activation, payment terms, etc.

2. LICENSE GRANT AND RESTRICTIONS

2.1 The Software is protected by copyright, trade secret, and other intellectual property laws. You are only granted certain limited rights to install and use the Software, and Intuit reserves all other rights in the Software not granted to you in writing herein. As long as you meet any applicable payment obligations and comply with this Agreement, Intuit grants you a personal, limited, nonexclusive, nontransferable, revocable license to use the Software only for the period of use provided in the ordering and activation terms, as set forth in this Agreement, or in accordance with Intuit's then-current product discontinuation policies, as updated from time to time, and only for the purposes described by Intuit for the Software.

2.2 You acknowledge and agree that the Software is licensed, not sold. You agree not to use, nor permit any third party to use, the Software in a manner that violates any applicable law, regulation or this Agreement. You agree you will not:

- Provide access to or give the Software or any part of the Software to any third party;
- Reproduce, duplicate, modify, copy, deconstruct, reverse-engineer, sell, trade or resell the Software;
- Transfer your license to the Software to any other party;
- Attempt unauthorized access to any other Intuit systems that are not part of the Software;
- Permit any third party to benefit from the use or functionality of the Software via a rental, lease, timesharing, service bureau, hosting service, or other arrangement; or
- Make the Software available on any file-sharing or application hosting service.

3. PAYMENT. For Software licensed on a payment or subscription basis, the following terms apply, unless Intuit notifies you otherwise in writing. This Agreement also incorporates by reference and includes program ordering and payment terms provided to you for the Software:

- a. Payments will be billed to you in British pounds sterling, and your account will be debited when you subscribe and provide your payment information, unless stated otherwise in the program ordering or payment terms on the website for the Software.
- b. You must pay with one of the following:
 1. A valid credit card acceptable to Intuit;
 2. A valid debit card acceptable to Intuit;
 3. Sufficient funds in a checking or savings account to cover an electronic debit of the payment due; or
 4. By another payment option Intuit provides to you in writing.
- c. If your payment and registration information is not accurate, current and complete, and you do not notify us promptly when such information changes, we may suspend or terminate your account, terminate your license and refuse any further use of the Software.
- d. If you do not notify us of updates to your payment method (e.g., credit card expiration date), to avoid interruption of your service, we may participate in programs supported by your card provider (e.g., updater

services, recurring billing programs, etc.) to try to update your payment information, and you authorize us to continue billing your account with the updated information that we obtain.

- e. Intuit will automatically renew your monthly, quarterly, or annual subscription at the then-current rates, unless the Software is cancelled or terminated under this Agreement.
- f. Additional cancellation or renewal terms may be provided to you on the website for the Software.

4. YOUR PERSONAL INFORMATION. You can view Intuit's Privacy Statement provided with the Services and on the website for the Services. You agree to the applicable Intuit Privacy Statement, and any changes published by Intuit. You agree that Intuit may use and maintain your data according to the Intuit Privacy Statement, as part of the Services. You give Intuit permission to combine information you enter or upload for the Services with that of other users of the Services and/or other Intuit services. For example, this means that Intuit may use your and other users' non-identifiable, aggregated data to improve the Services in future releases or to design promotions and 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 your own country to the extent permitted by applicable law.

5. CONTENT

5.1 You are responsible for your content. You are responsible for all materials ("Content") uploaded, posted or stored through your use of the Software. You grant Intuit a worldwide, royalty-free, non-exclusive license to host and use any Content provided through your use of the Software. Archive your Content frequently. You are responsible for lost or unrecoverable Content. You must provide all required and appropriate warnings, information and disclosures. Intuit is not responsible for the Content or data you provide through your use of the Software.

You agree not to use the Software, nor permit any third party to use, the Software to upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following, including but not limited to:

- a. Illegal, fraudulent 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 "flaming" others, or criminal or civil liability under any local, state, federal or foreign law;
- b. Content that would impersonate someone else or falsely represent your identity or qualifications, or that constitutes a breach of any individual's privacy;
- c. Except as permitted by Intuit in writing, investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication or engage in spamming or flooding;
- d. Virus, trojan horse, worm or other disruptive or harmful software or data; and
- e. Any information, software or Content which is not legally yours and without permission from the copyright owner or intellectual property rights owner.

5.2 Community forums. The Software may include a community forum or other social features to exchange Content and information with other users of the Software and the public. Please use respect when you interact with other users. Intuit does not support and is not responsible for the content in these community forums. Do not reveal information that you do not want to make public. Users may post hypertext links to content of third parties for which Intuit is not responsible.

5.3 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 Software, 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.

5.4 Intuit may monitor your Content. Intuit may, but has no obligation to, monitor content on the Software. We may disclose any information necessary to satisfy our legal obligations, protect Intuit or its customers, or operate the Software 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.

6. ADDITIONAL TERMS

6.1 Intuit does not give professional advice. Unless specifically included with the Software, Intuit is not in the business of providing legal, financial, accounting, tax, health care, real estate or other professional services or advice.

Consult the services of a competent professional when you need this type of assistance.

6.2 We may tell you about other Intuit services. You may be offered other services, products, or promotions by Intuit ("Intuit Services"). Additional terms and conditions and fees may apply. With some Intuit Services you may upload or enter data such as names, addresses and phone numbers, purchases, etc., 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 and to enhance the Software. 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. 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.

6.3 Communications. Intuit may be required by law to send you communications about the Software or Third Party Products. You agree that Intuit may send these communications to you via email or by posting them on our websites.

6.4 You will manage your passwords and accept updates. You are responsible for securely managing your password(s) for access to the Software and to contact Intuit. If you become aware of any unauthorized access to your account. The Software may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve the Software. You agree to receive these updates.

8. DISCLAIMER OF WARRANTIES

8.1 YOUR USE OF THE SOFTWARE AND CONTENT ACCESSIBLE THROUGH THE SOFTWARE IS ENTIRELY AT YOUR OWN RISK. EXCEPT AS DESCRIBED IN THIS AGREEMENT, THE SOFTWARE IS PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INTUIT, ITS AFFILIATES, AND ITS THIRD PARTY SERVICE OR DATA PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY REFERRED TO AS, "SUPPLIERS") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE SOFTWARE IS FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OR CONTENT IN OR LINKED TO THE SOFTWARE. INTUIT AND ITS AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT THE SOFTWARE IS SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION. FURTHER, INTUIT DOES NOT WARRANT ACCESS TO THE INTERNET OR TO ANY OTHER SERVICE, CONTENT OR DATA TRANSMITTED THROUGH THE SOFTWARE. IF THE EXCLUSIONS FOR IMPLIED WARRANTIES DO NOT APPLY TO YOU, ANY IMPLIED WARRANTIES ARE LIMITED TO 60 DAYS FROM THE DATE OF PURCHASE OR DELIVERY OF THE SERVICES, WHICHEVER IS SOONER.

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

9. LIMITATION OF LIABILITY AND INDEMNITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF INTUIT, AND ITS AFFILIATES AND SUPPLIERS FOR ALL MATTERS OR CLAIMS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE SOFTWARE DURING THE TWELVE (12) MONTHS PRIOR TO SUCH CLAIM. SUBJECT TO APPLICABLE LAW, INTUIT AND ITS AFFILIATES AND SUPPLIERS ARE NOT LIABLE FOR ANY OF THE FOLLOWING: (A) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; (B) DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, OR USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET INTUIT SYSTEMS REQUIREMENTS. THE ABOVE LIMITATIONS APPLY EVEN IF INTUIT AND ITS AFFILIATES AND SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS AGREEMENT SETS FORTH THE ENTIRE LIABILITY OF INTUIT, ITS AFFILIATES AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE AND ITS USE.

You agree to indemnify and hold Intuit and its Affiliates and Suppliers harmless from any and all claims, liability and expenses, including reasonable attorneys' fees and costs, arising out of your use of the Software or breach of this

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

9. CHANGES. We reserve the right to change this Agreement at any time, and the changes will be effective when posted on our website for the Software or when we notify you by other means. We may also change or discontinue the Software, in whole or in part. Your continued use of the Software indicates your agreement to the changes.

10. TERMINATION. Intuit may immediately, in its sole discretion and without notice terminate the Software license if you fail to comply with this Agreement or if you no longer agree to receive electronic communications. Upon termination you must immediately stop using and delete or destroy all copies of the Software and any outstanding payments will become due. Any termination of this Agreement shall not affect Intuit's rights to any payments due to it. Intuit may terminate a free account at any time. Sections 2.2, 4, and 7 through 14 will survive and remain in effect even if the Agreement is terminated, cancelled or rescinded.

11. EXPORT RESTRICTIONS. You acknowledge that this website, the Software, and the underlying software may include U.S. technical data subject to restrictions under export control laws and regulations administered by the United States government. You agree that you will comply with these laws and regulations, and will not export or re-export the Software, or any part of the Software, in violation of these laws and regulations, directly or indirectly. You also agree not to provide access to any part of the Software to anyone who you have reason to know may use the Software in the development of nuclear, chemical, or biological weapons.

12. GOVERNING LAW AND JURISDICTION. This Agreement shall be governed by, and construed in accordance with, the laws of England and Wales. To resolve any legal dispute arising from this Agreement, you and Intuit agree to the exclusive jurisdiction of the courts of England and Wales. Intuit does not represent that the Software is appropriate or available for use in all countries. Intuit prohibits accessing materials from countries or states where contents are illegal. You are using the Software on your own initiative and you are responsible for compliance with all applicable laws.

13. LANGUAGE. Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall govern. The parties hereby confirm that they have requested that this Agreement and all related documents be drafted in English.

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

October 2013

B. ADDITIONAL TERMS AND CONDITIONS FOR THE SOFTWARE

INTUIT QUICKBOOKS UK SOFTWARE ("QUICKBOOKS").

USE LIMITATIONS. IMPORTANT NOTICE. IF YOU ARE USING INTUIT QUICKBOOKS, THE FOLLOWING TERMS APPLY TO YOU IN ADDITION TO THE GENERAL END USER LICENSE AGREEMENT TERMS ABOVE. These Additional Terms and Conditions shall prevail over any conflict or inconsistency with the General Terms of Service above. **Capitalized terms not otherwise defined below have the meanings provided in the General End User License Agreement.**

1. Services and Support

1.1 In exchange for your continued compliance with this Agreement, and any modification to this Agreement made by Intuit in accordance with Sections A.11, you shall have access to the Software/Subscription in accordance with the following provisions:

(a) If you purchased the Subscription for the Software directly from Intuit, which generally means that you will be paying for your use of the Software on a monthly (or other periodic) basis, you shall receive as part of your basic Subscription, so long as Intuit is receiving the applicable payment from you : (i) unlimited access to the features of the Software subscribed to by you; (ii) Updates; (iii) Version Protection, each defined in Section B.1.2 below; and (iv) additional products, services and/or discounts when-and-if they should be made available to you. You must subscribe to the Subscription for a minimum of one (1) year, with the Subscription fees payable monthly by you (or on a different time basis upon agreement between Intuit and you). After one (1) year: (x) the Subscription is cancellable by you in accordance with this Agreement, and (y) you are considered to have purchased your license to the Software, entitling you to the Updates, entitling you to updates to the software in accordance with the terms of the Limited Warranty and Termination provisions, even if you cancel your subscription.

(b) If you purchased your license to the Software at retail or directly from Intuit, you shall receive: (i) access to the features of the Software; (ii) Additional Support; (iii) Updates to the Software in accordance with the terms of the Termination provisions. Intuit's obligations under this Section B.1.1 are contingent upon you installing all updates and error corrections within thirty (30) days of their being provided to you by Intuit (or its Representatives).

1.2 Definitions. (a) The Additional Support means the initial assistance made available by Intuit, through telephone and/or via the <http://quickbooks.intuit.co.uk> website, for a limited time period as specified on the Software packaging materials and/ or on the Software website. (b) Updates, which is available to all Software license purchasers/subscribers with an active subscription, means updates and error corrections made generally available to users of your specific edition of the Software, but not including new releases of the software. Users who have cancelled their subscription will only be entitled to updates under the terms of the Limited Warranty and Termination provisions. (c) Support Service means technical support and customer service provided by Intuit through various means such as in-product, Internet, chat, email or phone, some of which require the payment of an additional fee. Only active subscribers have access to the Support Service. Canceled or non-active subscribers will have to pay a fee to access the Support Service. (e) Version Protection means your right to new releases of the Software during any month (or other time period) in which you have paid for the Subscription. (The foregoing referred to collectively as the "Services").

1.3 As determined by Intuit in its sole discretion, the Software, Subscription and related services are provided (a) electronically via the internet and/or (b) via media (e.g. DVD). You may be charged an additional fee if Intuit makes the Software and/or Subscription available (y) both electronically and via media and you chose media or (z) in different media forms and you chose the form which is identified as having an additional fee. It is your sole responsibility to establish and maintain adequate internet access in order to receive the Subscription (or services related to your acquisition of the Software, such as QuickBooks Payroll Software if applicable) and to maintain in good working order the computer on which you will access the Subscription. Any software that is delivered by electronic transmission (regardless of whether a replacement copy is ordered) shall be deemed delivered on the date that Intuit makes such program available for download.

1.4 Whether you purchased the Subscription under Section B.1.1(a) or your license to the Software under Section B.1.1(b), you may obtain a monthly or annual subscription to the QuickBooks Payroll Service at any time by going to the QuickBooks web site, <http://quickbooks.intuit.co.uk>. You must be a licensed subscriber or a licensed user of the latest version of QuickBooks software in order to use the QuickBooks Payroll Service. Restrictions, additional terms and fees apply.

2. License Grant

2.1 Single-User License. You may: (a) install the Software on one computer for access and use by only one specific person; and (b) install the Software on one additional computer (e.g., a laptop that you own and use in your business or a home computer that you own and use in your business), so long as only the same specific person accesses and uses the Software. If you purchased a valid license for the Software and received an Authentic Intuit DVD, such DVD is your backup copy of the Software. If you purchased a valid license and received the Software pre-installed on a new computer or through an electronic download, you may make one backup copy of the Software, but only for the purpose of reinstalling the Software, if needed, on the single computer or additional computer referenced in (a) and (b) above. You are not allowed to make copies of the printed materials accompanying the Software, if any, or print multiple copies of any user documentation.

2.2 Multi-Users License. Certain versions of the Software allow multiple users. If you want multiple users to have the ability to use the specific edition of the Software you have licensed, if applicable, you are required to pay an additional license fee for each additional user, which will be subject to the same restrictions as the single user license. By way of example only, if you have paid for five (5) user licenses for your specific edition of the Software, you are granted a limited non-exclusive license to (a) have up to five (5) individuals (who are your owners, employees, or contractors) access the Software/Subscription; (b) download the Software on up to five (5) computers which are owned and operated by and for your company and are used by up to five (5) individuals (who are your owners, employees, or contractors); (c) place a copy of your Software data file on a network to be accessed and used by such individuals; and (d) make up to four (4) additional copies of the printed materials provided to you by Intuit (if any) and/or print up to five (5) copies of any online user documentation in relation to the Software/Subscription for use by such individuals. You are responsible to ensure that any additional users (referred to above) comply with the terms of this license.

2.2.1 Subject to the number of licenses paid for by you and the terms of this Agreement, you may have up to five (5) individuals for QuickBooks Pro, simultaneously use your specific edition of the Software. Any unauthorized use of the Software will result in the failure of the Software, performance degradation, errors and/or loss of data, and shall be considered a material breach of this Agreement.

2.3 Trial-User License. If you have signed up for a trial-user version of the Software/Subscription, you are granted a limited non-exclusive license to use the Software so that one (1) individual may access the Software/Subscription on a single computer located within the geographic boundaries of the United Kingdom (except that use is permitted outside of United Kingdom only during temporary travel abroad). You may print one (1) copy of any online user documentation in relation to the Subscription and/or the Software, however, you cannot make multiple copies of any online user documentation or printed materials that accompany the Software (if any).

In the case of QuickBooks Pro for up to five (5) individuals on five (5) computers you are granted a limited non-exclusive license to use and access the software within the geographic boundaries of the United Kingdom and print up to five (5) copies for QuickBooks Pro of any online user documentation. Your trial-user license for QuickBooks SimpleStart and QuickBooks Pro is valid for the time period specified when you signed up for the trial-user version of the Software. You understand that upon expiration of your trial user license, you must purchase a license to the Software or sign up for the Subscription for continued use/access to the Software and to retain any content that you have entered into the Software, created within the Software data file, and/ or posted or uploaded during the Trial Period. If you do not purchase a Software license by the end of the Trial Period, your content will no longer be available to you. **To be very clear, after using the Software during the trial period, if you decide not to purchase the license to the full version of the Software, you will not be able to access or retrieve any of the data you added or created with the software during the trial.**

From time to time, Intuit may, at its sole discretion, include new and/or updated beta features ("Beta Features") in the Services for your use and which permit you 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.

2.4 Unlock License. If you elect to convert from one version of the Software to another (e.g., from the Trial version to the Single User version, from SimpleStart to Pro, from Pro to Premier, etc.) using the unlock purchase process within the Software, your use of the new unlocked version of the Software must be in accordance with the terms and conditions of this Agreement. Once you have such version, you may no longer use the original version of the Software on any computer.

2.5 QuickBooks Payroll Software. If you subscribe to the QuickBooks Payroll Software, your use of the QuickBooks Payroll Software shall be subject to this Agreement in accordance with this Section (and to any other terms and conditions that accompany the QuickBooks Payroll Software itself).

2.5.1 Tax Tables may be made available, in Intuit's sole discretion, to subscribers to the QuickBooks Payroll Software. Intuit grants you a limited non-exclusive license to use the Tax Table and related documentation only in connection with QuickBooks Payroll Software. You may only use or install the Tax Table updates on the computer(s) licensed to access the Software under this Agreement.

2.5.2 The following actions are violations of this Agreement for the purposes of Section A.3.3 hereof: (a) distributing copies of the QuickBooks Payroll Software to entities or persons that have not purchased a license to the QuickBooks Payroll Software from Intuit, or (b) permitting others to access the QuickBooks Payroll Software for their own purpose.

2.5.3 Intuit warrants that the Tax Table, if made available by Intuit, will operate substantially as described in the related documentation. The Tax Table is designed to provide you with information and you understand and agree that Intuit is not engaged in rendering legal, accounting or other professional services. If legal advice or other expert assistance is required, you should seek the service of a competent professional. It is your responsibility to be knowledgeable of tax table changes that affect you and to ensure that you follow these changes by law. YOU ASSUME FULL RESPONSIBILITY FOR YOUR SELECTION OF THE TAX TABLE TO ACHIEVE YOUR INTENDED PURPOSES, FOR THE PROPER INSTALLATION AND USE OF THE 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 THE FUNCTIONS CONTAINED IN THE TAX TABLE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE TAX TABLES WILL BE UNINTERRUPTED OR ERROR FREE.

2.5.4 The QuickBooks Payroll Software may contain dated information. In using the QuickBooks Payroll Software, you understand that it may not include all the information or the most current information relevant to your particular needs or situation.

2.5.5 Active Payroll subscribers may 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.

3. License Restrictions and Limitations, Reservation of Rights and Ownership

3.1 If you purchased a license for QuickBooks Accountant Edition software, and if you are a member of the QuickBooks ProAdvisor Program:

(a) Your use of the QuickBooks Accountant Edition is conditional upon your being a member in good standing in the QuickBooks ProAdvisor Program. If you choose to leave the QuickBooks ProAdvisor Program or let your membership otherwise lapse, you will be denied access to all benefits of the QuickBooks ProAdvisor Program which includes the QuickBooks Payroll Software and any updates, (access will be limited to viewing transaction data, viewing reports and printing historical data, known as Reduced Functionality Mode) which will not be reinstated until you rejoin the QuickBooks ProAdvisor Program and pay any applicable administrative fees. Active participants to the ProAdvisor Program may have access to additional Intuit products, services or discounts 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.

(b) In addition to the terms, conditions and restrictions set forth in this Agreement, your membership guide to the QuickBooks ProAdvisor Program (ProAdvisor Terms & Conditions) may set out additional terms, conditions and restrictions that apply to you. In the event that the terms of this Agreement are inconsistent with the ProAdvisor Guide, the terms of this Agreement shall control as to the QuickBooks Accountant Edition software.

3.2 You may not process payroll for any other person, company or legal entity without a valid Payroll subscription.

3.4 Use with Your Mobile Device

Use of these Services may be available through a compatible mobile device, Internet access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider.

INTUIT MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO:

- (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION;
- (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND
- (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

4. Data Transfer (not applicable for Software and Trial versions that do not include access to the Data Transfer feature).

You may have option to acquire products or services that use or access your data from the Software ("Applications"). Applications may be developed by Intuit or third parties. Those developed by third party developers or Third Party Products may be made available to you, including via the Software, subject to the third party's terms and conditions, including their privacy policy. Those developed by Intuit are provided to you subject to the terms and conditions that accompany that Application. Additional fees apply. Some Applications require the use of or access to your data from the Software. Intuit may provide third parties with a service to transfer your data, upon your authorization, from the Software to the Application (the "Data Transfer") in order to, among other things, facilitate certain interoperability, data integration, and data access between the Software and the Applications. By signing up or using a third party Application, you agree that the (i) third party provider of that Application may have access your data from the Software to use to provide you the Application or related services per the terms of the third party's terms and conditions; and (ii) third party provider may transfer your data from the Application to Intuit for Intuit's use per the terms of this Agreement. You grant Intuit all rights to use your data from the Software as reasonably necessary to facilitate the Data Transfer to third party providers. You acknowledge that third party providers may be located in a country that does not have adequate security controls to protect your data. Please carefully review the third party's terms and conditions. **If you do not agree with their terms and conditions, you should not use or access their Application and you should not permit the third party to have access to your data from the Software.** Please contact the third party Application provider for technical issues with the third party Application or Data Transfer to and from the Software and Application. If you want to revoke your authorization to provide data to a third party Application, Intuit may provide a feature within the QuickBooks software or on a website for the Services to allow you to disable third party access. You acknowledge that turning off access may affect an Application's functionality or features, and that, you remain liable to the Application provider for any fees charged to you.

You agree and acknowledge that (i) Intuit has no control over any Third Party Products; and (b) Intuit does not endorse or recommend Third Party Products even if such products are marketed or distributed via our products, website or otherwise associated with Intuit. **You agree that the third parties, and not Intuit, are solely responsible for the Data Transfer, Third Party Product's performance (including technical support), the content on their websites 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 Products.**

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

5. Social Media Sites.

Intuit may provide experiences on social media platforms such as Facebook®, Twitter® and LinkedIn® that enable online sharing and collaboration among users who have registered to use them. Any content 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. 60-Day Money Back Guarantee

In the event you determine that you are not satisfied with the Software and/or Service, Intuit's entire liability and your exclusive remedy shall be a full refund of the purchase price you paid for the Software and Service, if applicable, (minus applicable shipping and handling fees, if any) if within sixty (60) days of purchase you: (a) Send via registered mail to: Intuit Limited c/o Arvato, Wednesbury One, Black Country New Road, Wednesbury, WS10 7NY; all items provided to you as part of the Software or Service, your notice of cancellation, and Proof of Purchase; (b) Delete any Software and documentation downloaded or loaded onto your computer; and (c) Destroy any and all copies made by you (or with your permission) of any portion of the Software.

7. Limited Warranty

7.1 Intuit warrants that all DVD(s) or other media (collectively, "DVD(s)") provided to you as part of the Software or in relation to the Subscription, when under normal use, shall be free from defects in material and workmanship for sixty (60) days from the date of shipment of the DVD(s) to you. For DVD(s) that do not operate as warranted, Intuit shall, at its option, repair/replace the DVD(s) at no additional cost to you provided that you send Intuit a replacement request, the defective DVD(s), and documentation evidencing the date and amount for which you subscribed to the Subscription (e.g., dated receipt, shipping invoice), prior to the expiration of the sixty (60) day warranty period. If you identify a defect after the warranty period, Intuit may make a replacement DVD(s) available if you send to Intuit: your replacement request, the defective DVD(s), and a cheque made payable to "Intuit Limited (UK)" in the applicable amount plus applicable tax (including without limitation VAT, sales taxes and custom duties). For all orders shipped within the United Kingdom, please add all applicable VAT as well as VAT on shipping and handling based on your shipping address. Any request for the replacement of defective DVD(s) (with the items identified in this Section B.7.1) must be sent to Customer Services Manager, Intuit Limited, PO. Box 2234, Maidenhead, Berkshire SL6 1YW.

7.2 SECTIONS A.9, B.6 AND B.7 SET FORTH INTUIT'S SOLE AND ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDIES IN THE EVENT OF YOUR DISSATISFACTION WITH THE SUBSCRIPTION, THE SOFTWARE, DEFECTIVE DISKS OR APPLICABLE SETUP SERVICE, UPDATE SERVICE, TECHNICAL SUPPORT/SUPPORT SERVICE PROVIDED AS PART OF OR IN CONNECTION WITH THE SUBSCRIPTION OR THE SOFTWARE.

8. Termination.

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 stock/fund quotes and news, such services may expire in accordance with Intuit's current discontinuation policy.

Subject to Intuit's discontinuation policy, Intuit will provide support for QuickBooks 2015 Software until May 31, 2018.

More information about the discontinuation policy relating to the Intuit Software is available at <http://quickbooks.intuit.co.uk>.

September 2014