

INTUIT® QUICKBOOKS PROADVISOR PROGRAM AGREEMENT - UK

AGREEMENT ACCEPTANCE - IMPORTANT - PLEASE READ:

This Intuit QuickBooks ProAdvisor Program Agreement, including its Exhibits, (the "Agreement") sets forth the terms and conditions of the Intuit QuickBooks Online ProAdvisor Program (the "Program") of Intuit Limited and/or its subsidiaries and affiliates ("Intuit"). THIS IS A LEGAL AGREEMENT BETWEEN COMPANY ("COMPANY") AND INTUIT (collectively and individually, the "Party" or "Parties", as appropriate). IF YOU ARE ACCEPTING ON BEHALF OF COMPANY, YOU AGREE THAT YOU HAVE THE FULL LEGAL AUTHORITY TO BIND COMPANY TO THIS AGREEMENT AND YOU HAVE READ AND UNDERSTAND THIS AGREEMENT. THIS AGREEMENT IS EFFECTIVE AS OF THE DATE YOU ACCEPT THIS AGREEMENT ELECTRONICALLY (FOR EXAMPLE, CLICKING "I AGREE"), PARTICIPATE IN THE PROGRAM. IF YOU DO NOT HAVE THE LEGAL AUTHORITY TO AGREE TO THIS AGREEMENT, THEN COMPANY MAY NOT JOIN THE PROGRAM.

Intuit is a leading provider of business, retail and financial management software and service solutions for small and mid-sized businesses, consumers and accounting professionals. Company is a financial services company in public practice that provides accounting, tax preparation, bookkeeping or information technology services to clients on a fee paying basis.

Company wishes to receive from Intuit the right to market Intuit Services to its clients.

2. USE OF THE SERVICE

2.1 Program Participation. As a condition of participation in the Program, Company agrees to comply with any and all license provisions, terms of use, terms of sale, or other contractual requirements applicable to its receipt of Intuit Services, licenses, and accompanying authorized media (if any) for marketing and resale. In addition, Company agrees to comply with all terms of this Agreement and the End User License Agreement ("EULA") or Terms of Service ("TOS") for the Intuit's QuickBooks Online ("Intuit Services"), which may be amended from time to time, to the extent applicable. As used herein, the term "Intuit Service(s)" means (i) new releases, the Intuit products and online services provided to Company including, without limitation, QuickBooks Online, including content, updates, new releases specified by Intuit from time to time and all associated documentation including, but not limited to, the EULA and/or TOS applicable to such service (which EULA(s) and/or TOS are hereby incorporated into this Agreement by reference) (collectively the "Documentation"). As a member of the Program, Company has access to select Intuit Services to offer to its clients along with Company's value-added services. Notwithstanding the foregoing, Company, shall at their sole discretion, set the client pricing for Intuit Services and Company's services. Company agrees that the distribution of those Intuit Services consisting of software shall be by license only, and shall not include any right of sale, resale, ownership, or any related right. Distribution of physical or tangible products shall be by resale, including the right of ownership. Distribution of any media (if any) containing Intuit software shall not include any right of sale, resale, or ownership of the Intuit software contained thereon. Under no circumstances may Company acquire, permit the acquisition of or provide to end user customers any ownership rights in Intuit software or the Intuit Services.

2.2 Restrictions on Use. Company agrees: (i) not to create or attempt to create by reverse engineering, disassembly, decompilation, or otherwise, the source code, internal structure, file formats or other organization of the Intuit Services, or any part thereof, from any object code or information that may be made available to it, or aid, abet or permit others to do so save to the extent expressly permitted by applicable law and then on prior written notice to Intuit; (ii) not to remove any Intuit Services identification or notices of any proprietary or copyright restrictions from the Intuit Services or any support material (iii) not provide use of the Intuit Services in a computer time-sharing, online service, software-as-a-service, application service provider, online hosting or other similar business, rental or commercial timesharing arrangement; and (iv) to distribute, transfer, install and implement the Intuit Services to properly licensed end user customers only (and not to intermediaries that intend to transfer the Intuit Services to third parties) all with, and in compliance with, the Documentation. For the avoidance of doubt, Company acknowledges and agrees that Company is permitted to offer the Intuit Services to end user customers only, upon payment of appropriate end-user license and/or subscription fees, and not to intermediaries (e.g. other resellers).

2.3 Modification. At any time and in Intuit's sole discretion, Intuit may modify any of the terms and conditions contained in this Agreement, by posting a revised or new agreement. If any modification is unacceptable to Company, Company's only recourse is to terminate this Agreement under clause 4.2.2 below. Company's continued participation in the Program following Intuit's posting of a revised or new agreement will constitute binding acceptance of the modification.

3. CONDUCT OF BUSINESS; RIGHT TO INSPECT; AUTHORIZATION.

3.1 Conduct of Business. Company warrants and agrees:

3.1.1 To conduct its business and provide its services in a manner which reflects favorably at all times on the Intuit Services, products, services, goodwill and reputation of Intuit;

3.1.2 To conduct its business and provide its services in full compliance with all applicable laws and regulations including, without limitation, any applicable codes of conduct, professional rules and regulations relating to the provision of accountancy services or membership of any professional body for the accountancy profession;

3.1.3 To conduct its business and provide its services in full compliance with all agreements Company may have with Intuit, including but not limited to the related Intuit Services, EULAs or TOSs;

3.1.4 Not engage in deceptive, misleading or unethical practices; or make any statements, representations, warranties, or guarantees that are inconsistent with this Agreement, or the policies established by Intuit;

3.1.5 To provide support and services to its end user customers of a reasonable quality and integrity or at least to standard to be provided by a professional provider of accountancy and technology services;

3.1.6 To use best efforts to resolve any complaints or disputes with end user customers regarding Company's services under the Program in a fair and timely manner. Company agrees not to use or display any materials or content on Company's Web site(s) in a manner that is defamatory, misleading, libelous, obscene or otherwise potentially damaging to the reputation of Intuit or the goodwill associated with Intuit; and

3.1.7 To only recommend and sell or provide the Intuit Services to an end user customer where Company reasonably believes that the Intuit Services are, in all the circumstances, the most appropriate service for the end user customer.

3.2 Right to Inspect. Intuit shall have the right to inspect Company's (i) provision of support and services to end user customers under this Agreement; (ii) business premises; and (iii) Program-related materials in order to ensure Company's full compliance with the terms and conditions of this Agreement. Company shall cooperate fully with Intuit and shall provide Intuit immediate access to all requested Company materials and to Company's business premises in order to allow Intuit to exercise its right to inspect under this clause 3.2.

3.3 Authorization. Company hereby authorizes Intuit and third parties authorized by Intuit to disclose and/or publish Company information including, without limitation, Company's name, address and other contact information, expertise profile and business profile in printed and/or electronic forms, in any medium.

4. TERM AND TERMINATION.

4.1 Term. This Agreement shall be effective upon Company's acceptance of this Agreement as evidenced by Company's click of the "ACCEPT" button (the "Effective Date"), and shall remain in effect for so long as Company is in full compliance with the terms of this Agreement or until cancelled or terminated as otherwise provided in this Agreement (the "Term").

4.2 Termination.

4.2.1 Intuit may terminate this Agreement for cause, immediately and without prior notice, in the event that: (i) Company fails to perform any of Company's obligations under this Agreement or is otherwise in default hereunder; (ii) Intuit, in its sole discretion, determines that Company does not meet the Program criteria, as determined by Intuit from time to time; or (iii) any conduct or proposed conduct of Company exposes or threatens to expose Intuit to any liability or obligation including, without limitation, any obligation under federal, state or local law.

4.2.2 Either Party may terminate this Agreement without cause upon notification to the other Party. Termination shall be effective thirty (30) days following notification by either Party.

4.3 Upon expiration or termination of this Agreement, regardless of the reason therefor: (i) all privileges and benefits of the Program granted to Company will be immediately revoked; (ii) Company shall immediately cease use of all Intuit trademarks, tradenames, copyrights and all Program material including, without limitation, Approved Materials and product box images (the "Intuit Images"), as those terms may be further defined in the Trademark Usage Guidelines; (iii) Company shall promptly return to Intuit all Intuit confidential information or certify in writing that Company has destroyed all such Intuit confidential information; (iv) all rights and licenses granted to Company under this Agreement will immediately and automatically terminate; and (v) Company will immediately discontinue representing that Company is a Program participant and Intuit Services reseller.

5. DISCLAIMERS; LIMITATIONS OF LIABILITY.

5.1 Disclaimers. EXCEPT AS SET OUT IN CLAUSE 2.1, INTUIT EXPRESSLY DISCLAIMS AND MAKES NO FURTHER REPRESENTATIONS AND OR WARRANTIES OF ANY KIND WITH RESPECT TO THE PROGRAM AND ANY SERVICES, AND THE PROGRAM AND SERVICES ARE PROVIDED TO COMPANY "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INTUIT HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED BY STATUTE, COLLATERALLY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, SATISFACTORY QUALITY MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR REASONABLE CARE AND SKILL.

5.2 Limitations Of Liability. TO THE FULLEST EXTENT ALLOWED BY LAW, INTUIT SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE PROGRAM OR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOSS OF USE, LOST DATA OR ANY DAMAGES OR SUMS PAID BY COMPANY TO THIRD PARTIES, EVEN IF INTUIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL

APPLY WHETHER SUCH CLAIM IS BASED UPON BREACH OF CONTRACT, WARRANTY OR ANY STATUTORY DUTY, NEGLIGENCE OR OTHER TORT, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE. SINCE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL DAMAGES, THIS LIMITATION MAY NOT APPLY TO COMPANY. INTUIT'S TOTAL LIABILITY FOR ALL DAMAGES, ALLEGED DAMAGES, AND LOSSES HEREUNDER, WHETHER BASED IN CONTRACT, TORT INCLUDING NEGLIGENCE, OR OTHERWISE SHALL NOT EXCEED FIVE HUNDRED (500.00) GBP.

NOTWITHSTANDING THE FOREGOING, NO PROVISION OF THIS AGREEMENT SHALL EXCLUDE OR LIMIT LIABILITY TO THE EXTENT THAT SUCH EXCLUSION OR LIMITATION IS PROHIBITED BY THE APPLICABLE LAWS OF ENGLAND AND WALES AND FOR THE AVOIDANCE OF DOUBT INTUIT DOES NOT EXCLUDE LIABILITY FOR: (I) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR THE NEGLIGENCE OF ITS OFFICERS, EMPLOYEES, CONTRACTORS OR AGENTS; (II) FRAUD OR FRAUDULENT MISREPRESENTATION; (III) ANY OTHER LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED BY CONTRACTUAL AGREEMENT OF THE PARTIES.

6. TRADEMARKS, TRADE NAMES AND COPYRIGHTS.

6.1 Company agrees to carefully follow the requirements set forth herein in order to ensure that all advertising, marketing, promotional, web and trade show materials conform to the following trademark usage guidelines set forth as Exhibit B (the "Trademark Usage Guidelines") so that customers are not confused as to the relationship between Company and Intuit and so that end user customers receive a clear and consistent marketing message about Intuit Services.

6.2 During the term of this Agreement, Intuit hereby grants to licensee the limited, non-exclusive, non-sublicenseable, revocable right and license to display the trademarks and logos (the "Intuit Marks") and Intuit images (the "Intuit Images"), solely for the purpose of, and in direct connection with, Company's advertisement, promotion, sale, and licensing of such Intuit Services. All such advertisement, promotion, sale, and licensing must comply with this Agreement and the Trademark Usage Guidelines, as may be modified by Intuit from time to time. For the avoidance of doubt, Intuit Images include, without limitation, the box art, the web site descriptions and get up of Intuit products and the Intuit Services.

6.3 Company will include on each copy of any materials that it creates regarding or referring to Intuit Services, all trademark, copyright and other notices included by Intuit on Intuit Services or required to be so included by Intuit from time to time. The appropriate ownership legend must also be displayed at least once in any materials where the QuickBooks name is mentioned. Such legend must read as follows: "QuickBooks is a registered trademark of Intuit Inc." Company agrees not to alter, erase, deface or obscure any such notice on anything provided by Intuit. The QuickBooks® trademark must appear with the "®" symbol directly next to the mark as shown.

6.4 Company acknowledges that it has paid no consideration for the use of the Intuit Marks or Intuit Images, and nothing contained in this Agreement will give Company any right or interest in any of them, except for the limited rights to display the Intuit Marks or Intuit Images in connection with the distribution of Intuit Services, during the Term, as set forth in this Agreement. Company acknowledges that Intuit owns and retains all intellectual property rights in the Intuit Marks and Intuit Images, as well as in all Intuit Services, and agrees that it will not at any time during or after this Agreement assert or claim any interest in or do anything that may adversely affect the validity or enforceability of any trademark, image, logo, trade name, trade secret, copyright or patent belonging to or licensed by Intuit (including, without limitation, any act, or assistance to any act, which may infringe or lead to the infringement of any copyright in Intuit Services) or attempt to grant any right therein. As part of such obligation, Company will not register any mark, logo, trade name, company name, domain name, screen name or other source indicator which might be reasonably understood to refer to any Intuit Services, including any mark, logo, trade name or the like containing the words, acronyms or prefixes "intui", "intuit", "tuit", "quick", "quickbooks", "qb", "turbotax", "proadvisor", Mint, "gopay" or "gopayment (or phonetic equivalents)" (the "Intuit Names"). Company further agrees that Company will use all Intuit Services provided by Intuit strictly in accordance with the software license agreement accompanying such software and with all applicable laws including, without limitation, United States copyright laws. Company further agrees not to attach any additional trademarks, logos, trade designations or other legends to any Intuit Services without the prior written consent of Intuit. Company further agrees not to affix any Intuit trademark, logo or trade name to any non-Intuit product or service. Any use of Intuit Marks, Intuit Images or other Intuit-owned names and logos as part of Company's own source identifiers, or in a way that might create confusion with the Intuit Marks, Intuit Images or Intuit-owned names, is prohibited.

6.5 Upon expiration or termination of this Agreement, Company will immediately cease all display, advertising and use of all Intuit Marks, Intuit Images and other Intuit-owned designations (including the Intuit name or the names of any Intuit Services) and will not thereafter use, advertise or display any name, mark or logo which is, or any part of which is, similar to or confusing with any such Intuit Marks, Intuit Images or other Intuit-owned designations associated with any Intuit Services.

6.6 Intuit reserves the right to object to any uses or misuses of the Intuit Marks which it deems, in its sole discretion, to be inappropriate or to constitute a violation of applicable law. In the event that Intuit finds any such

improper use or misuse to be intentional, Intuit shall have the right to take any and all appropriate action up to and including termination of Company's participation in the Program. Company agrees to reasonably cooperate without fee or charge in Intuit's efforts to protect its intellectual property rights, and will make any modifications or alterations to any of its content that contains or makes reference to Intuit Marks or Intuit Names, upon request. Company agrees to notify Intuit immediately in writing of any breach of Intuit's intellectual property rights that comes to Company's attention.

6.7 Use of Intuit Images. Company may use Intuit Images solely in connection with Company's advertisement, promotion, licensing, and distribution of the Intuit Services under this Agreement. When reproducing the Intuit Images, the only modification Company is allowed to make is to resize the Intuit Images in exact proportion to their original height and width. No resampling or other attempted modification is allowed and no alteration, cropping or addition to the Intuit Images is permitted. The Intuit Images cannot be violated, adjusted, modified, altered or touched by any other text, images or graphics in any way, and there must be a border of space of at least 10 percent of the total height of each Intuit Image surrounding the Intuit Image on all sides, in every instance, where the Intuit Images appear. Additionally, in 4-color materials (e.g. not black and white or grayscale) and on web sites, the Intuit Images must appear in their original colors as is found on the Intuit website, from time to time.

6.8 Correctly Promote Company's Membership in the Program. Upon Company's enrollment into the Program under this Agreement, Intuit encourages Company to inform and provide notice to its current and prospective end user customers of its membership in the Program, in accordance with this Agreement and all of the Trademark Guidelines listed herein. Company can convey this information in its advertising, promotional materials, detailed brochures, sales materials and web sites ("Approved Materials"), but Company agrees to only do this in a way that does not lead customers to believe that Company is somehow an Intuit representative or employee, or that Company is somehow "Officially Endorsed by", "Certified by", "Authorized by", or formally "Partnered" with Intuit beyond the designations supplied to Company under this clause 6.8. Do not use the term "Intuit Reseller", "Intuit Partner", or any other description other than one of the following statements in Company Approved Materials: "Member: Intuit® ProAdvisor Program"; or "Member of the Intuit® ProAdvisor Program"; or "Intuit® ProAdvisor Authorized Member"; or "Intuit® ProAdvisor".

6.9 No Inappropriate Content. Except as set forth herein, all uses of the Intuit Services names, Intuit Names, Program names or Intuit Marks are prohibited. Company 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 misusing or bringing into dispute or disrepute the Intuit Marks, Intuit Names or names or logos of Intuit Services or services.

6.10 Advertising And Marketing Guidelines. Company must adhere to the Trademark Usage Guidelines set forth above.

7. QUICKBOOKS ONLINE PROADVISOR CERTIFICATION. Employees and staff of Company must qualify to take and then complete the appropriate testing for the Program (the "QuickBooks Online ProAdvisor Certification"), which shall be governed and subject to the QuickBooks Online ProAdvisor Certification terms and conditions set forth herein as Exhibit A.

8. PRIVACY. Company can view Intuit's Privacy Statement provided with the Program and on the website for the Program. Company agrees to the applicable Intuit Privacy Statement, and changes published by Intuit. Company agrees that Intuit may use and maintain Company's data according to the Intuit Privacy Statement, as part of the Program. Company also give Intuit permission to combine identifiable and non-identifiable data which Company enters or upload with that of other users of the Program. For example, this means that Intuit may use your and other Program users non-identifiable, aggregated data to improve services, design promotions, or provide ways for Company to compare business practices with other Program users. Intuit is a global company and you agree that Intuit may access or store personal information in multiple countries, including countries outside the European Economic Area to the extent permitted by applicable law.

9. CONFIDENTIALITY. As a member of the Program, Company agrees that any information Intuit discloses to Company, whether in oral or written form, and that is identified by Intuit as confidential or proprietary, or is otherwise not generally available to the public, shall be deemed confidential information and Company will not disclose such confidential information to any employees who do not have a specific need to use such information or to any other third party without Intuit's prior written consent. Company acknowledges that the unauthorized disclosure or use of Intuit confidential information will cause irreparable harm to Intuit, and Company agrees that, upon the written request of Intuit, Company will return to Intuit, or permanently destroy, any confidential information Company has received in writing or other tangible form from Intuit. In the event of violation of this clause 9, Company agrees that Intuit will have the right to seek and obtain injunctive relief in addition to any other rights and remedies Intuit may have.

10. GENERAL.

10.2 Company in Good Standing. Company shall at all times during the term of the Agreement meet the criteria listed in the Agreement or be subject to removal from the Program upon the sole discretion of Intuit.

10.3 Assignment. Company may not sell, transfer or assign this Agreement, in whole or in part, or any of the rights hereunder, unless Company obtains the prior written consent of Intuit. 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 assignees.

10.4 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 Inc.
2700 Coast Ave.
Mountain View, CA 94043
Attn: General Counsel, Legal Dept.

Copy to:
Intuit Ltd
1 Cathedral Piazza
London, SW1E 5BP
Attention: Legal Department

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

10.5 Survival. The provisions of this Agreement including clauses [2.2, 4, 5, 8, 9 and 10], which, by their terms, require or contemplate performance by the Parties after expiration or termination, or which reasonably ought to be understood to so require or contemplate, shall be enforceable notwithstanding any expiration or termination, howsoever caused.

10.6 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. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by Intuit.

10.7 Severability. If any court of law, having jurisdiction, rules that any part of this Agreement is invalid, that section will be removed without affecting the remainder of this Agreement. The remaining terms will be valid and enforceable, unless Intuit determines in its discretion that the court's determination causes this Agreement to fail in its essential purpose.

10.8 Governing Law and Arbitration. This Agreement will be governed by the laws of England and Wales, without regard to its conflicts of law principles. Notwithstanding the foregoing, you acknowledge that your breach (or an apprehension of breach) of any provisions of this Agreement, or any infringement (or apprehension of infringement) of Intuit's or its Suppliers' intellectual property rights may cause Intuit irreparable damage for which recovery of money damages would be inadequate. Accordingly, you agree that Intuit shall be entitled, in addition to any other remedies available to it, to seek (in any court of competent jurisdiction, notwithstanding the previous sentence) any relief (whether equitable or otherwise) to prevent or restrain any such breach or apprehended breach by you or otherwise to protect Intuit's rights under this Agreement. The parties hereby submit to the exclusive jurisdiction of the courts of England and Wales and you agree that you will procure that any third party making a claim against Intuit arising out of this Agreement shall bring such claim exclusively in the English courts and subject to the limitations and exclusions of liabilities provided for in this Agreement.

Intuit does not represent that the Intuit Services and/or content within the Intuit Services is appropriate or available for use in all jurisdictions or countries. Intuit prohibits accessing content from within countries or states where such content is illegal. You are responsible for compliance with all applicable laws pertaining to your use and access to the Intuit Services in your jurisdiction.

10.9 Compliance With Preservation Orders. Intuit accepts no liability to you under this Agreement, or otherwise at law, for compliance by Intuit with any order or notice, whether issued to Intuit or to you, and whether issued by any court, tribunal, regulatory authority, arbitral tribunal or any body or authority exercising judicial, quasi-judicial, regulatory, or arbitral power or authority, requiring the preservation of any data, information documents or Content (a "Preservation Order"). To the extent that a Preservation Order has been issued to you, you acknowledge that you are solely responsible for your compliance with it.

10.10 Independent Relationship. Nothing contained herein shall be deemed or construed as creating a joint venture or partnership between Intuit and Company. Neither Intuit nor Company is authorized, by virtue of this Agreement, as an agent or other representative of the other, or to make any commitments or representations of any kind on behalf of the other.

10.11 No Endorsement. Company acknowledges that Intuit makes no claim on Company's behalf as to the quality of the products or services Company offers.

10.12 Compliance with Laws. Company agrees, represents, and warrants that it and its agents, subcontractors, and employees shall comply with all applicable federal, state, county, and local laws, ordinances, regulations and codes in the performance of the Agreement, including the procurement of permits and certificates and the submission of any reports or filings. Company also agrees to indemnify and hold harmless Intuit from and against all claims that may be sustained by Intuit from Company's failure to comply with such laws, ordinances, and the like.

10.13 No Export. You acknowledge that the services, including the mobile application, 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 any part of the Services, in violation of these laws and regulations, directly or indirectly.

10.14 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.

10.15 Time of the Essence. Any times, dates or periods specified in the agreement may be extended or altered by agreement in writing between the parties. However, time shall not be of the essence except where it is expressly stated to apply.

10.16 Further Assurance. Each party shall at the cost and expense of the other party use all reasonable endeavours to do all such further acts and things and execute or procure the execution of all such other documents as that party may from time to time reasonably require for the purpose of giving that party the full benefit of the assets, rights and benefits to be transferred to the other party under this agreement.

10.17 Entire Agreement. This Agreement, including the Exhibits, constitutes the entire agreement between Company and Intuit, which may be changed from time to time by Intuit in its sole discretion and supersedes all prior and/or contemporaneous agreements or understandings, written or oral, with regard to the subject matter hereof. The terms and conditions of this Agreement shall supersede any previous agreements between the Parties with respect to the subject matter hereof, and any terms and conditions printed or written on any purchase order issued by Company. For the avoidance of doubt, in the event of any conflict between the terms of this Agreement and the terms of Exhibit A, the terms of Exhibit A shall apply. Each party confirms that it has not relied upon any statement, representation or understanding that is not an express term of this Agreement and shall not have any remedy in respect of any statement, representation or understanding which is not an express term unless made fraudulently.

Last Updated: 26 May 2015

EXHIBIT A. — QuickBooks Certification Terms and Conditions

A. Purpose of QuickBooks Certification ("Certification")

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

"Certification Curriculum", means those course materials that have been developed by Intuit or its designated vendors for use with Certification, including proficiency testing. Such Certification Curriculum may include web-based interactive instructional material, and may be utilized in a self-study or in a classroom environment. Third-party service providers may perform the testing component of the Certification Curriculum on Intuit's behalf.

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

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

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

C. Certification and Quality Control

1. **Obtaining Certification.** To obtain Certification, you must (1) enroll in the QuickBooks 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 Participant. You understand that Intuit reserves the right to discontinue Certification of any Participant or Certified Member who does not meet the criteria for participation in Certification, and that such criteria shall be determined from time to time in Intuit's sole discretion.
3. **Certification Curriculum.** You acknowledge that Intuit has the right, in its sole discretion, to change at any time the Certification Curriculum and the requirements for obtaining or maintaining Certification. Intuit, at its discretion, will make your name and current Certification Status available to QuickBooks customers who request it, unless you notify Intuit in writing requesting that such information not be disclosed. It is your responsibility to ensure that such information is current and accurate, and to notify Intuit promptly in the event such information is not current or accurate.
4. **No Transfer of Certification.** Your Certification Status and any license to use the Certified Logo are personal to you and neither may be transferred nor assigned to any other person or entity. You retain your Certification Status and your license to use the Certified Logo if you leave your current employment and/or begin working with a different business organization, as long as your Program membership and Certification are in good standing.
5. **Conduct of Business.** You agree (1) not to misrepresent your Certification Status or your level of skill and knowledge related thereto; (2) to provide support and services consistent with the Certification Curriculum; and (3) to use best efforts to resolve any complaints or disputes with your clients regarding your services as a Certified QuickBooks 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 (as defined in Section III: Exhibit B, of the Agreement) in the Territory, only as set forth in this Agreement, which may be modified from time to time at Intuit's sole discretion without notice. No other right, title, or license is granted hereunder, either by implication, estoppel or otherwise.

2. Limitations on License to Use Certified Logo. The Certified Logo may not be used for any other purpose or in any manner other than as described in the Certified Logo Restrictions in this Agreement. In addition, if at any time Intuit requests that you discontinue using the Certified Logo and/or substitute new or different Certified Logo(s), you will immediately cease use of the discontinued Certified Logo(s) and cooperate fully with Intuit to ensure that all legal obligations have been met with regard to ceasing use of the Certified Logo(s).

E. 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. 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 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 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 ProAdvisor Program which allows our QuickBooks Certified ProAdvisor Professional to enable its customers to post reviews and ratings about the QuickBooks Certified ProAdvisor. Terms for posting reviews and ratings are included in our Terms of Service or Use which are available on our websites and online services provided to you. The following considerations also apply to these User reviews and ratings features.

We promote open and honest reviews and ratings on our sites which comply with 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.

EXHIBIT B — Trademark Usage Restrictions

Purpose of QuickBooks Certification: The 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 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 ProAdvisor Program

Upon your acceptance into the QuickBooks 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 ProAdvisor® Program"; or "Member of the QuickBooks ProAdvisor® Program"; or "QuickBooks ProAdvisor® Program Member"

C. No Use in Direct Business Source Identifiers

The Intuit, QuickBooks, QuickBooks ProAdvisor, QB, or other similar marks or logos, including but not limited to "Quick", "Intui", "intuitive", "intuition", "intu", "tuit", "tui", "Turbo" or "Mint" (or phonetic equivalents) cannot be used in your company name, product/service name or in your direct business source identifiers such as stationery, business cards, company signs, domain names or company website titles. These identifiers indicate the name of your business and, thus, the source of its products or services. In order to avoid any possible confusion with regard to the source of Intuit's products/services, versus your or another party's products/services, use of Intuit's trademarks in these source identifiers is prohibited. However, Intuit does not object to the membership statements in Section B above being used in appropriate contexts which make clear the true nature of your relationship to Intuit. You can also make truthful statements about the nature of your services, such as:

"Specializing in QuickBooks® software" "Supporting QuickBooks® users since..." "Specializing in QuickBooks® installation and setup" "Consulting on QuickBooks® software"

All other uses of the QuickBooks or other Intuit marks on direct business source identifiers are strictly prohibited.

Additionally, by participating in the Program, you agree that the Approved Materials will not contain any content that could be deemed by Intuit, in its sole judgment, to be obscene, violent or otherwise in poor taste or unlawful, or for the purpose of encouraging unlawful activities, or otherwise misuse or bring into dispute or disrepute the QuickBooks trademark, any other Intuit-owned marks or logos, or Intuit's products or services. Intuit reserves the right to object to unfair uses or misuses of its trademarks/logos and to hold you in breach of the Agreement for any such unfair uses or misuses in Intuit's sole discretion.

D. No Use of Intuit Company Trade Name, Trademark or Company Logo

No person or company except Intuit may use the Intuit company name, trademark or company logo. The only use of the company name that is permitted is the plain-text listing of the ownership legend for Intuit's trademarks, as shown in Section E below.

E. Appropriate Symbols and Ownership Legends Must Be Used

When used in accordance with these Trademark Restrictions, Intuit's QuickBooks® and QuickBooks 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 ProAdvisor names are mentioned (unless space is not available, e.g., on business cards). Such legend should generally read as follows:

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

F. FOR CERTIFIED QUICKBOOKS 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 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 Member in breach of this Agreement for any such unfair uses or misuses in Intuit's sole discretion.

3. Required Legend

All Approved Materials that display the Certified Logo shall include a small legend stating "QuickBooks and QuickBooks 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 Purposes and usage as set forth in Section III, Exhibit B 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 compliance 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	Improper Use
<u>Training for QuickBooks</u>	<u>QuickBooks Training</u>
Member Company Name training for QuickBookswww.MemberName.com/QB	Member Company Name training for QuickBookswww.MemberName.com/QB
<u>Integration Services for QB</u>	<u>QB Integration Services</u>

Superior integration services for QuickBooks users. Services.MemberName.com/qbusers	Superior integration services for QuickBooks users. Services.MemberName.com/qbusers
<u>Member Apps for QuickBooks</u> Integrate your QB data with AppName! www.MemberName.com/appname	<u>QuickBooks Apps</u> Integrate your QB data with AppName! www.MemberName.com/appname

Note that the URL examples above may be 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 member's own services that comply with this agreement, and Members may only use Intuit marks as search keywords to trigger sponsored ads that directly advertise Member's services as they relate to Intuit products through the ProAdvisor 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 services or applications truly pertain to or interoperate 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 on a stand-alone basis when promoting a free Intuit product.

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

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