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### Section 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:

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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:

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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 license or subscription 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 PRIVACY AND PERSONAL INFORMATION.** You can view Intuit's Privacy Statement provided with the Software and on the website for the Software. 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 Software. This means that Intuit may use your data to improve the Software or to design promotions and to develop new products or services. 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.

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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;

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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, in its sole discretion and without notice, restrict, deny, terminate this Agreement or suspend the Software, related online services, or other Intuit Services effective immediately, in whole or in part, for suspicion of fraud, security, illegal activity, or unauthorized access issues to protect the integrity of the Software or our Services or systems and comply with applicable Intuit policy, or 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 the Software or applicable services 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, 3, through 15 will survive and remain in effect even if the Agreement is terminated.

11. **EXPORT RESTRICTIONS.** You acknowledge that the Software, its related website, online services, and other Intuit Services, including the mobile application, delivered by Intuit are subject to restrictions and controls imposed by the Export and Import Permits Act (Canada) and regulations enacted under the Export and Import Permits Act as well as US export controls laws and regulations, including US trade embargoes, sanctions, and security requirements administered by the United States government, including the US Dept. of Commerce (15 CFR, Chapter VII). You agree that you will comply with these laws and regulations and will not export, re-export, import or otherwise make available products and/or technical data in violation of these laws, directly or indirectly. You also agree you will not provide access to any part of the Software, its related website, online services, or other Intuit Services to anyone who you know or have reason to know may use them in the design, development, or production of nuclear, chemical, or biological weapons.

12. **GOVERNING LAW AND JURISDICTION.** This Agreement shall be governed by The Province of Ontario and the federal laws of Canada without regard to its conflicts of laws provisions. To resolve any legal dispute arising from this Agreement, you and Intuit agree to the exclusive jurisdiction of the Province of Ontario. 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.** Except in Quebec, any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall govern. In Quebec, the French language version of this Agreement shall be equally authoritative. The parties hereby confirm that they have requested that this Agreement and all related documents be drafted in English as well as French. Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais comme le français.

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

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

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

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

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

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

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

Rev July 2016

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## Section B

### ADDITIONAL TERMS AND CONDITIONS FOR INTUIT QUICKBOOKS DESKTOP SOFTWARE

**IMPORTANT NOTICE. USE LIMITATIONS: YOUR LICENSE TO USE THE SOFTWARE, ADD-ON PRODUCTS AND RELATED SERVICES (IF ANY) IS SUBJECT TO THE GENERAL END USER LICENSE AGREEMENT TERMS ABOVE AND THE ADDITIONAL TERMS AND CONDITIONS BELOW. THE ADDITIONAL TERMS AND CONDITIONS BELOW SHALL PREVAIL OVER ANY CONFLICT OR INCONSISTENCY WITH THE GENERAL END USER LICENSE AGREEMENT TERMS ABOVE.**

1. **DEFINITIONS.** For purposes of this Section B, certain capitalized words and phrases used in this Section have the meaning defined below. Other capitalized terms and their defined meaning are also provided embedded elsewhere within the text of this Agreement.

1.1. **“Applications”** means Intuit Applications and Third Party Applications.

1.2. **“Authorized User(s)”** means any and all individuals (e.g., your accountant or trusted financial advisor, etc.) who you designate or authorize to access and/or modify your Software data on your behalf.

1.3. **“Beta Features”** means any new or updated non-commercially available Software features which Intuit may from time to time make available for your use, Trial, and feedback.

1.4. **“Data Transfer”** means the process of transferring or sharing, upon your authorization, your Software data with or to one or more Applications.

1.5. **“Desktop”** is used to refer to any and all versions or editions of QuickBooks primarily designed for access and use on a desktop or laptop computer (e.g., QuickBooks Desktop Pro, or QuickBooks Desktop Premier, etc.).

1.6. **“Enhancement(s)”** means any and all minor enrichments to the Software, such as new or improved features, functionality, compatibility, performance, or other content or information. For clarity, Enhancements exclude Updates and Upgrades.

1.7. **“Intuit Application(s)”** means any and all products or Services developed by Intuit that you use and/or authorize to access your Software data.

1.8. **“QuickBooks Online”** or **“QBO”** is used to refer to the version of QuickBooks primarily designed for access and use as an online-hosted Service.

- 1.9. **“QuickBooks” or “QuickBooks Desktop”** means the Intuit QuickBooks Desktop financial and accounting software application.
- 1.10. **“Service(s)”** is used in this Section B to refer to the various systems, facilitative processing operations, functionality, or other features, including but not limited to support and maintenance, or other products or promotions which may be provided or made accessible to you in or through the Software as a standalone or online-hosted offering.
- 1.11. **“Software”** has the meaning defined furthest above in Section A.1.1., and includes the QuickBooks Desktop software that is the object of this Agreement, any Intuit-provided Services, software, applications, programs, tools, and other components accessible in or through QuickBooks Desktop, as well as all Updates that you may be eligible to receive based on the license or Subscription purchased as set forth in Section 10 further below. For clarity, Software excludes Upgrades.
- 1.12. **“Subscription” or “Subscription Plan”** refers to the payment of fees on a monthly, quarterly, or annual basis for a license to access and use the Software or Services.
- 1.13. **“Third Party Application(s)”** means each and all products or Services developed by third parties that you use in or through the Software and/or authorize to access your Software data.
- 1.14. **“Trial”** means any add-on or other software, products, Services, functionality, or features, which may be offered by Intuit or a third-party for your use on a limited or short-term basis.
- 1.15. **“Uninstall” and “Install”** as used throughout this Agreement refer to the actual removal of QuickBooks application from a computer (Uninstall) and the reinstallation (Install) of a new version of the QuickBooks software, along with the upgrades of all QuickBooks related data and company files.
- 1.16. **“Updates”** means Software bug fixes and error corrections generally provided to users of your specific version of the Software, when-and-if they are made available. For clarity, Updates exclude Enhancements and Upgrades.
- 1.17. **“Upgrades”** means each and all major or significant future-released versions of the full or complete Software. For clarity, Upgrades exclude Enhancements and Updates.
- 1.18. **“you” and “your”** as used throughout this Agreement means the individual person, or the legal entity on whose behalf such person acts, that licenses the Software and is identified by name during the Software account creation and registration process.

## 2. REGISTERING THE SOFTWARE; ACCOUNT SIGN UP OR SIGN-IN; REGISTRATION DATA

- 2.1. **Registering the Software.** After installation, you may be required to activate and register the Software before use and to do so you may be asked to provide a valid Software product or license number. You agree to keep your registration and/or account profile information accurate, complete, and current. Allowing or enabling others to use your license number(s), product number(s), and validation number(s), if any, is strictly prohibited.
- 2.2. **Account Sign Up or Sign In.** You may be required to create or sign up for an account (or sign in) with Intuit and you agree to do so within the time specified by the Software, otherwise you will not be able to continue to use the Software. To help avoid unintended access to your account or profile information, the Software may be designed to automatically sign you out of your account (and require sign in), including after periods of inactivity. When signing up or using the Software, you may be prompted to create a (one-time) private encryption key or password in connection with your account and data file(s). Once created, please take care to memorize or securely store all passwords and encryption keys. If you forget or misplace an encryption key, you may lose access to your data that is encrypted with that key. Intuit is not responsible or liable for passwords or encryption keys stored insecurely, forgotten, or misplaced, or for any unauthorized access or inability to retrieve or recover access to data resulting from such unsecured, forgotten, misplaced, or misplaced passwords or encryption keys.
- 2.3. **Registration Data.** Your data, including your registration information, will be collected and used as provided in this Agreement and in accordance with our privacy policies, which can be found at <http://security.intuit.com/privacy> or by accessing the *Privacy* link on the website for the Software. If and when you connect to the internet and use the Software, Intuit may also gather certain kinds of

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3.1.7.2. You may not perform any of the following actions which are violations of this Agreement and the licenses granted to you: (i) Use Payroll for Desktop Service Updates except with the Software; (ii) distribute copies of the Software, or allow access to the Payroll for Desktop Service, to or by entities or persons that have not purchased a license to the Software or Payroll for Desktop Service from Intuit; (iii) permit others to access the Payroll for Desktop Service for their own purpose, or (iv) process payroll for any other person, company, or legal entity without a valid license or Subscription to the applicable Payroll for Desktop Service for Accountants.

#### 4. **MAXIMUM LIMITS FOR SIMULTANEOUS USERS; CONCURRENT FILE ACCESS; LIST ENTRIES**

4.1. **Maximum Limits for Simultaneous Users.** Subject to the terms of this Agreement, the particular edition of the Software licensed, and the number of individual user licenses paid for by you as described above in Section 3.1.3., you may be permitted a multiple number of licensed users who are authorized to simultaneously access and use the Software (or concurrently access a company file) on a network, up to a maximum number of licensed users as set forth in the table below. Any unauthorized use of the Software (or concurrent access of a company file) by more than the maximum number of simultaneous (or concurrent) licensed users permitted for that particular version of the Software, or otherwise exceeding your paid license(s), may result in failure of the Software, performance degradation, errors, and/or loss of data, and will be considered a material breach of this Agreement:

<b>Software Edition</b>	<b>Maximum Number of Concurrent Users (subject to paid additional user licenses)</b>
QuickBooks Desktop Pro	up to 3
QuickBooks Desktop Premier	up to 5
QuickBooks Desktop Accountant	up to 5
QuickBooks Desktop Enterprise	up to 30 depending on desktop version subscribed

4.2. **Maximum Limits for Concurrent File Access.** When you purchase a Software license, you may be able to use the Software to manage multiple (different) company files. Depending on the edition of the Software, type and number of user licenses you purchase



(for example, Software versions or licenses that allow for multiple users or multiple user mode), and subject to your payment of applicable additional or multi-user license fee(s), 2 or more networked users may be able to open, manage, and/or collaborate on the same company file at the same time. As set forth above in Section 4.1., there may be limits to the number of concurrent networked users who may simultaneously access any single company file. Additionally, if you have not acquired sufficient user licenses the Software may not support or allow the opening or managing of different company files simultaneously. You are responsible for all access and use (and for maintaining password protection) of all your company data files.

4.3. **Maximum Limits for List Entries.** When you purchase a Software license, and depending on the particular Software edition and operating system platform (Windows or Mac), there may be limits to the number of lists, list entries, and custom fields permitted for each list in your company data file based on your version of the Software. See the Software website, or packaging or installation guide for more information. Within the Software, you can also press the F2 key to display certain product information, including the version of QuickBooks Desktop Software you are running, the size and location of your company file, and the number of lists or number of entries you have in your lists.

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

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

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

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

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

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

5.1.5. Payroll Tax Table Updates

5.1.5.1. Updates to payroll tax tables may be provided, when and if they are made available by Intuit, in its sole discretion, to active subscribers to the Payroll for Desktop Service. We strongly recommend that you connect to your applicable Payroll for Desktop Service regularly to validate your Subscription and to be sure you have the most currently available Payroll for Desktop Service Updates, including the most current rates and calculations for supported tax tables. Failure to connect to your Payroll for Desktop Service regularly may result in inaccurate withholding from payroll and you hereby assume any and all liability resulting from any such inaccurate withholding, or resulting in any way from your failure to regularly connect and update your Payroll for Desktop Service. Also, as a safety

measure, and due to the nature and frequency of changes in payroll tax rates, if your Payroll for Desktop Service Subscription expires, you will be unable to continue to process payroll using Payroll for Desktop Service tax tables or tax forms, and if this occurs, you must connect to your Payroll for Desktop Service, bring your Subscription account current if necessary, and get the latest Payroll for Desktop Service Updates in order to again be able to process payroll. If you do not have a current Subscription or license for the latest QuickBooks software version, and/or if and when a newer QuickBooks software version becomes available, you must Upgrade to that version by the following June 30<sup>th</sup> to continue receiving tax table Updates.

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

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

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

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

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

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

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

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

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

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

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

## 6. OTHER SERVICES, TOOLS, AND FEATURES

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

### 6.2. Authorized Users; Online Communication and Collaboration

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

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

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

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

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

## 6.6. **Data Transfer Feature**

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

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

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

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

6.7. **Data Import.** The Software may include a feature that allows you to import, where applicable, certain information from eligible third parties using the Intuit Interchange Format (IIF) or another data format authorized by Intuit. You are responsible for verifying the accuracy of the information that is imported. This functionality is limited to those data types and formats that the Software can read. If the data type or format is not supported, you may need to manually enter your data. You represent that you have the necessary rights to permit any such data import from your third parties. Third parties are not affiliated with or endorsed or sponsored by us.

## 6.8. **Financial Institution Services**

6.8.1. General. In connection with your use of the Software and as part of the functionality of certain versions of the Software, you may have access to certain online Services that may be made available by your financial institution ("**FI Services**"), including online banking. The Software is designed to allow you to access participating FI Services (if and to the extent provided by your financial institutions) to set up banking information and allow the Software to access your account(s) and download transactions into the Software. You acknowledge and agree that Intuit (i) has no control over the FI Services or access to the FI Services as may be permitted

by your financial institution(s); (ii) does not guarantee that you will be able to use the Software with the FI Services; and (iii) will have no liability whatsoever for any actions or inactions on the part of the financial institutions resulting in your inability to use the Software to access your accounts, obtain data, download transactions, or otherwise use or access the FI Services.

6.8.2. **Collection of Financial Institution Account Data.** You acknowledge that in accessing any FI Services through the Software, your financial institution account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, and the actual data in your account(s) with such financial institution(s) such as bank balances, credit card charges, debits and deposits (collectively, “**FI Account Data**”), may be collected and stored in the Software depending upon your financial institution and type of account. You authorize Intuit, in conjunction with Intuit’s operation of the Software for purposes of the FI Services, to (i) collect your FI Account Data; (ii) reformat and manipulate such FI Account Data; (iii) create and provide hypertext links to your financial institutions; (iv) access the financial institutions’ websites using your FI Account Data; and (v) take such other actions as are reasonably necessary to perform the actions described in (i) through (iv) in order for you to access the FI Services. You hereby represent that you are the legal owner of your FI Account Data and that you have the authority to appoint, and hereby expressly do appoint Intuit as your agent with limited power of attorney to access and retrieve your FI Account Data on your behalf.

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

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

6.10 **QuickBooks Desktop File Doctor Service.** You may be able use the QuickBooks Desktop File Doctor Service to capture certain financial information which has become unusable, or if you desire to create a new data file, subject to the terms set forth below. QuickBooks Desktop File Doctor Service includes the following: Intuit Data Services; the File Doctor Diagnostic Tool and Data Recovery Support and Password Removal. Separate fees, additional terms and conditions may apply.

QuickBooks Desktop File Doctor Service is designed to help you to fix certain types of file and/or data corruption, Windows setup problems, and network setup problems and test your network, and help resolve network problems that affect QuickBooks Desktop. Any access or use of QuickBooks Desktop File Doctor Service from or with QuickBooks Desktop shall also be subject to and governed by the terms of the End User License Agreement for QuickBooks Desktop Software, applicable to your licensed version (the “QB Desktop EULA”) and is also subject to Intuit’s discontinuation policy as described in the QuickBooks Desktop EULA and also at <http://support.quickbooks.intuit.com/support/DiscontinuationPlan.aspx>.

If you select the Data File Transfer option, you acknowledge and agree that, while the QuickBooks Desktop File Doctor Service can typically be performed within the estimated times shown on the QuickBooks website, these times are estimates and additional time may be needed by Intuit to complete the Services depending on your specific needs with unusable data or a corrupted file, or due to circumstances beyond our control.

Intuit will notify you by email or phone when the QuickBooks Desktop File Doctor Service is complete and the Data files are deliverable, if any, and are available for retrieval. You must retrieve any such Data files by downloading them from the Intuit website within ten (10) business days or by any other means Intuit makes available to you after notice of completion of the Services is given. Intuit will not be responsible for and may delete any such files after 10 days.

## 7. ACQUIRING A PAYROLL FOR DESKTOP SERVICES SUBSCRIPTION

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

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

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

8. **PAYING FOR YOUR SUBSCRIPTION PLAN AND ANY SERVICES.** When you subscribe to a paid Subscription Plan or any Services, you must have a valid credit card or a valid debit card with a Visa or MasterCard logo ("**Card**") or sufficient funds in an acceptable checking or savings account to cover an electronic debit of the initial and monthly Subscription fee to obtain (and to maintain uninterrupted) the applicable Subscription. The information you provide must be accurate and complete. When you subscribe and provide payment information, your Card or bank account will be debited (initially), and will be thereafter automatically re-debited, at the then current Subscription rate, at the beginning of each applicable monthly, quarterly, or one-year Subscription Plan term ("**Renewal Term**") to maintain the applicable Subscription. You may notify us at any time to cancel a Subscription. To help minimize the potential for unwanted Renewal Term charges, you should notify us of your desire to cancel a Subscription Plan prior to the beginning of the next Renewal Term.

## 9. **WARRANTY DISCLAIMER**

9.1. **General.** For general Software warranty disclaimers, see Section A.7.1., and Section A.15., (for Québec consumers). Additional warranty disclaimers are provided below.

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

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

10.1. **Receiving Software Updates.** If and when you connect to the internet and use the Software, Intuit may also include Updates in the transmission or install programs you may have requested. Updates may sometimes include bug fixes or other important or critical patches. **You are required to install all Updates promptly in order to ensure full functionality of the QuickBooks Desktop software and we recommend that you turn on 'auto update' to help ensure timely receipt of all such Updates.** Additionally, certain Updates may require you to Uninstall and re-Install the QuickBooks Desktop software to continue your eligibility to receive all future updates, including critical updates.

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

10.2.1. Software Licensed on a Standalone Basis. If you purchased your license for QuickBooks Desktop software by making a one-time, upfront payment at retail or directly from Intuit and not under a Subscription, you are entitled to receive: (i) access to the features of the specific version of the QuickBooks Desktop software product and version purchased; and (ii) Updates and Enhancements to the QuickBooks Desktop software on a when-and-if available basis through the then-current support discontinuation or end date for the particular QuickBooks Desktop software version, which for QuickBooks Desktop 2019 is May 31, 2022 (see Section 13 below). Updates

and Enhancements do not include future Upgrades to the Software. Intuit's obligations to you under this Section are contingent upon you installing all Updates within 30 days after release or upon being notified by Intuit or its representatives of their availability, whichever occurs first. Software purchased on a separate standalone basis, including eligibility for Updates and Enhancements, is subject to the terms of this Agreement and the discontinuation policy and termination provisions in Sections 13 and 14 below.

10.2.2. Software Licensed on a Subscription Basis. If you purchased a Subscription based license for the Software, which generally means that you will be paying for your use of the Software on a monthly or annual basis then, so long as your Subscription remains active and so long as Intuit is receiving the applicable payment from you, you are entitled to receive as part of your active Subscription: (i) access to the features of the Software subscribed to by you; (ii) Updates and Enhancements on a when-and-if available basis; (iii) certain additional products, add-ons or other Services, and/or discounts generally provided by Intuit to all subscribers, when-and-if they should be made available to you (such products, add-ons or other Services may be accompanied by, and use subject to, additional terms, conditions, and fees); and (iv) for subscribers under certain qualifying Subscriptions only, the right to receive new releases (i.e., Upgrades) of the Software when-and-if they are available (also referred to in this Agreement as "**Version Protection**"). Software licensed on a Subscription basis is eligible for Updates and Enhancements only during the active Subscription period. Neither Updates nor Enhancements include future Upgrades to the Software. Upgrades are only offered on a when-and-if available basis and only to active subscribers under certain qualifying Subscriptions. If you are entitled to receive an Upgrade under an active qualifying Subscription, you may be required to accept different or additional software license terms and conditions as provided. Additionally, if you have purchased a Subscription that includes support, or if you have subscribed to a separate support Services plan, you will also be entitled to receive support Services as described in Section 12 below. If the term of your Software, Services, or other Subscription expires or is terminated for any reason, you will no longer be authorized to receive or install such Updates and Enhancements and you will no longer be entitled to receive Upgrades.

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

## 12. **HELP AND SUPPORT**

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

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

## 13. **DISCONTINUATION POLICY AND END OF SOFTWARE SUPPORT**

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

13.1.1. Discontinuation Policy (Software End-of-Life). The Intuit Software is subject to Intuit's discontinuation policy and Intuit reserves the right to discontinue all support for the Intuit Software, and/or for any features, online or other Services or content accessible through the Intuit Software in accordance with its current discontinuation policy. If the Intuit Software offers Services that require a connection to an Intuit server (including internet-based Services), such as downloading financial data from a participating

bank, credit union, credit card, brokerage, mutual fund accounts, online bill paying, and downloading currency exchange rates, such Services may expire in accordance with Intuit's current discontinuation policy. Once an Intuit Software version or its support is discontinued, no replacement CDs or future support or Updates, will be provided or made available by Intuit for that particular Software version. You understand that discontinued Software versions (i.e., Software versions for which support and Updates are no longer provided) may in the future be vulnerable to un-patched issues, including bugs, security, and other risks, and that Intuit is not responsible for your continued use of such Software.

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