

## Non-Disclosure Agreement

Pre-Release Software Agreement (08/08/2011)

This Agreement for Pre-Release Software ("Agreement") is between Intuit Inc. and/or its subsidiaries and affiliates ("Intuit") and you ("you," "your"). BY CLICKING THE "AGREE" BUTTON OR OTHERWISE INDICATING ACCEPTANCE ELECTRONICALLY, OR USING THE PRE-RELEASE SOFTWARE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOUR COMPANY, IF APPLICABLE. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MUST NOT CLICK "AGREE" OR OTHERWISE EXPRESS ACCEPTANCE, AND YOU MUST NOT USE THE PRE-RELEASE SOFTWARE. YOU AGREE TO BE BOUND BY THE APPLICABLE INTUIT PRIVACY STATEMENT, SUBJECT TO CHANGE IN ACCORDANCE WITH ITS TERMS. YOU CAN VIEW INTUIT'S PRIVACY STATEMENT ON THE INTUIT WEBSITE. YOU AGREE THAT USE OF ANY INTUIT OR THIRD PARTY FEATURES, SERVICES OR CONTENT EITHER IN OR ACCESSIBLE THROUGH THE PRE-RELEASE SOFTWARE SHALL BE SUBJECT TO ANY APPLICABLE INTUIT AND/OR THIRD PARTY TERMS AND CONDITIONS

If applicable, you shall designate certain of your employees to use the Pre-Release Software, including any features, services or content either in or accessible through the Pre-Release Software, any related materials or documentation made available in connection with the Pre-Release Software and any updates or new versions that are made available by Intuit to you for a period not to exceed six (6) months as specified below ("Pre-Release Software") and such employees shall also be considered "you" for the purpose of this Agreement.

You agree to use the Pre-Release Software solely for the purposes of evaluation in accordance with the following terms and conditions:

### 1. Confidential Information.

1.1. The Pre-Release Software, the Feedback from you, product-related information and any proprietary technology or know how provided to you by Intuit as part of the Pre-Release program is the proprietary and confidential information of Intuit ("Confidential Information"). You will use the Confidential Information only as expressly authorized in this Agreement and you will protect the Confidential Information, by using the same degree of care as you would use to protect your own Confidential Information, but no less than a reasonable degree of care, from the unauthorized use, dissemination or publication of the Confidential Information. You are not obligated to protect Confidential Information that you can prove: (a) is or becomes a matter of public knowledge through no fault of yours; (b) is rightfully received by you from a third party without a duty of confidentiality; (c) is independently developed by you (excluding the Feedback); (d) is disclosed under operation of law or (d) is disclosed by you with Intuit's prior written consent. Your employees must have signed a confidentiality obligations no less restrictive than stated herein. You shall not use the Confidential Information for the creation and/or the development of any competing products. Threatened breach or unauthorized use or

disclosure of Confidential Information may cause Intuit irreparable harm, and Intuit will have the right to enforce this Agreement by injunctive or other equitable relief in addition to any other remedy. Intuit shall retain all right, title and interest in the Pre-Release Software, including without limitation all intellectual property rights embodied therein. You do not acquire any rights, express or implied, in the Pre-Release Software, other than those specified in this Agreement.

1.2 To the extent that you provide any information, including but not limited to health information, to Intuit or its Representatives (as defined below), you warrant that (i) you are providing only your own information or the information of others which you are authorized to provide on their behalf to third parties; and (ii) the use of such information by Intuit and its Representatives will not infringe or misappropriate the intellectual property rights or otherwise violate the rights of any third parties. You hereby acknowledge and agrees that information you may provide to Intuit or its Representatives shall not be considered to be “Protected Health Information” or “Individually Identifiable Health Information” for the purposes of the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191). As a condition of use of the Pre-Release Software, you agree that in the event of an error of the Pre-Release Software, a designated Pre-Release Software program technician shall be permitted to access your information as necessary.

### 1.3 Forums

a. The Pre-Release Software may include a feature that allows you to exchange useful and helpful information about the Pre-Release Software with other pre-release testers (the “forum”). Internet access is required to use the forum. Please respect and interact with other testers as you would in any public arena when using the forum. Exercise your judgment in evaluating other testers' forum information. Do not reveal information that you do not want to make public, such as by posting your contact information or email address while using the forum. Intuit reserves the right to monitor the forum content and designate Intuit employees to act as monitors. Additionally, Intuit reserves the right to edit, remove or refuse to remove forum content in its sole discretion.

b. Conduct. You agree not to upload, post or otherwise transmit any content (including but not limited to text, links, communications, software, images, sounds, data or other information) that violates applicable law or regulation or contains: (1) Inappropriate content such as: profanity, objectionable material of any kind, links to websites that contains information about illegal activity, information or software that contains a virus, Trojan horse, or other harmful or disruptive component; (2) Spam such as: commercial solicitations, chain letters, securities offerings, repetitive, pointless or irrelevant postings; or (3) Attacks such as: "flaming" other testers in a manner that might incite or perpetuate a conflict or argument, creating usernames to attack other testers' identities, impersonating other individuals or falsely representing your identity or qualifications, postings that breach any users' privacy.

2. Intuit License. Intuit grants you a limited, non-exclusive, non-transferable, royalty free license to use the Pre-Release Software solely for the purpose of evaluation in accordance to the terms provided in this Agreement. Intuit shall make available to you the Pre-Release Software

and any necessary information regarding use of the Pre-Release Software. You shall not pledge, loan, mortgage or attempt in any other manner to dispose of the Pre-Release Software or to suffer any liens, encumbrances, or legal process to be incurred or levied on the Pre-Release Software. Except as expressly allowed under this Agreement, you will not copy, sublicense any portion of the Pre-Release Software; reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Pre-Release Software, or create derivative works from the Pre-Release Software in whole or in part; nor use the Pre-Release Software in any manner not authorized by this Agreement. Intuit is under no obligation to develop, support, maintain or market the Pre-Release Software or to release production or general availability versions. Future versions of the Pre-Release Software, if any, may not be compatible with the current evaluation release of the Pre-Release Software.

2.1 Warranty Disclaimer. You understand that the Pre-Release Software is a pre-release version provided "AS-IS" and does not represent a final product from Intuit. You also understands that the Pre-Release Software may contain, errors, "bugs" and other problems which may result in system failure or failure in the use of the Pre-Release Software or loss of data. INTUIT DISCLAIMS ANY WARRANTY OR LIABILITY OBLIGATIONS TO YOU OF ANY KIND. NEITHER INTUIT NOR ANY PARTICIPATING FINANCIAL INSTITUTION, ANY INTUIT AFFILIATE, OR ANY THIRD PARTY SERVICE OR DATA PROVIDER, LICENSORS OR DISTRIBUTORS ("REPRESENTATIVES") MAKE ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTY OR CONDITION OF ANY KIND FOR THE PRE-RELEASE SOFTWARE INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OR CONDITION WITH REGARD TO PRE-RELEASE PERFORMANCE, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, SECURITY OR NON-INFRINGEMENT. IN NO EVENT WILL INTUIT OR ANY OF ITS REPRESENTATIVES BE LIABLE TO YOU OR ANY OTHER PARTY FOR (i) CONSEQUENTIAL, INCIDENTAL, SPECIAL, DIRECT, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, LOST OR DAMAGED DATA, OTHER ECONOMIC OR COMMERCIAL LOSS UNDER ANY LEGAL THEORY, EVEN IF INTUIT OR ITS REPRESENTATIVES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (ii) FOR ANY CLAIM BY ANY OTHER PARTY. YOU ACKNOWLEDGE AND AGREE THAT YOU BEAR THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PRE-RELEASE SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, AND SO PARTS OF THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

2.2 Limitation of liability. WITHOUT LIMITING THE FOREGOING, THE ENTIRE LIABILITY OF INTUIT, including its subsidiaries and affiliates, relating to THIS AGREEMENT AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO FIFTY U.S. DOLLARS (\$50.00). THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMER SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

3. Feedback. Any comments or suggestions provided by you regarding the Pre-Release Software (the "Feedback") shall be deemed non-confidential to you. By providing such Feedback, you

grant to Intuit, under your intellectual property rights, a worldwide, royalty-free, irrevocable and non-exclusive license. 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, irrevocable, fully paid-up, royalty free license to use the feedback you provide to Intuit in any way. Intuit will not sell, publish or share your feedback in a way that could identify you without your explicit permission. In addition, you do not expect any type of payment or remuneration from Intuit for Feedback. You agree that all documents and materials submitted to Intuit will become the property of Intuit, unless Intuit agrees otherwise in writing. No obligation is assumed or may be implied on the part of Intuit by receipt or examination of the idea submission to use the Feedback, compensate you or otherwise enter into another agreement with you.

#### 4. Term and Termination.

4.1 Confidential Information. Your obligations with respect to the Confidential Information as set forth above shall terminate when you either (i) receive written notice from Intuit that you can disclose the Confidential Information to someone or the public; (ii) the Confidential Information has been disclosed to the public by Intuit; or (iii) twelve (12) months following the date of the public release of the Pre-Release Software as a final product.

4.2 Termination. (a) You may terminate the license but not the confidentiality obligations at any time by notifying Intuit and by either (i) returning to Intuit or destroying the Pre-Release Software and related information or (ii) notifying Intuit in writing that you have terminated on-line access to the Pre-Release Software; (b) Intuit may terminate your license immediately if you fail to comply with any term or condition of this Agreement; (c) Intuit further reserves the right to terminate this Agreement on fifteen (15) days prior notice; (d) You agree that upon any termination, you will promptly return or destroy the Pre-Release Software and related information if requested by Intuit and provide Intuit with an officer's certificate verifying such destruction. Paragraphs 1, 2.1, 2.2, 3, 4, 5, 6, 7, 8 and 9 shall survive any expiration, termination or rescission of this Agreement.

5. Trademark. You shall not use or register any word or phrase, symbol, logo or design, or any combination of the foregoing, that Intuit believes or has reason or believe might constitute infringement of the INTUIT mark and/or any INTUIT-related mark.

6. U.S. Export Control. You agree that the Pre-Release Software is subject to export control laws and regulations imposed by the U.S. Government, including the Dept. of Commerce Export Administration Regulations. You agree that you will not export nor re-export or provide access to, directly or indirectly, the Pre-Release Software in violation of such laws. You certify that you (i) are not identified on any U.S. Government export exclusion lists; (ii) will not provide the Pre-Release Software to any person or entity included on such lists; and (iii) will not use the Pre-Release Software in connection with chemical, biological, or nuclear weapons or missiles capable of delivering such weapons.

7. U.S. Government Restricted Rights. Pre-Release Software is commercial in nature and are

“commercial items” as defined by U.S. federal and defense regulations. Intuit software documentation are licensed to United States Government end users with only those rights as granted to all other commercial end users, according to the terms and conditions contained in this Agreement. No other terms will apply except as agreed to in writing signed by an Intuit authorized representative.

8. Intuit Services. You may be made aware of or offered services, features, products, applications, online communities, or promotions provided by Intuit (“Intuit Services”). If you decide to use Intuit Services, you may be subject to additional terms and conditions governing these Intuit Services. You acknowledge that in accessing certain Intuit Services through the Services you may upload or enter certain data from your account(s) such as names, addresses and phone numbers, purchases, and sales among others, to the Internet. You hereby grant Intuit permission to use information about your business and usage experience to enable us to provide the Intuit Services to you, including updating and maintaining your data, addressing errors or service interruptions, and to enhance the types of data and services Intuit may provide to you in the future. You also grant Intuit permission to combine your business data, if any, with that of others in way that does not identify you, your company or any individual personally to improve services and to compare business practices with other users. You also grant Intuit permission to create, market or promote new Intuit offerings based on your data.

9. General Provisions. This Agreement shall be governed in all respects by the laws of the State of California, U.S.A., excluding its conflicts of laws provisions. The state or federal courts in Santa Clara County and the Northern District of California shall have jurisdiction and venue over all disputes between the parties arising out of this Agreement. Notices between the parties shall be by personal delivery, facsimile transmission, or certified or registered mail, return receipt requested, and shall be deemed given upon receipt at the address of the recipient party or ten days after deposit in the mail. Addresses used shall be the ones set forth below or such other address as a party hereto shall notify the other in writing. If the notice is to Intuit, it shall be sent to the attention of the Legal Department. Each party shall pay its own legal fees of and incidental to the preparation, completion and enforcement of this Agreement. In the event of any invalidity of any provision of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement, and further agree to substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter addressed herein and supersedes any and all prior or contemporaneous oral or written communications with respect to the subject matter hereof, all of which are merged herein. You may not assign your rights and obligations under this Agreement without the prior written consent of an authorized representative of Intuit.

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