

**INTUIT SOFTWARE END USER LICENSE AGREEMENT  
LACERTE SOFTWARE – TAX YEAR 2019**

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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 (defined below), updates and new releases (collectively, the "Software"). This Agreement includes by reference:

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

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

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

a. Payments will be billed to you in U.S. dollars, and your account will be debited when you subscribe and provide your payment information, unless stated otherwise in the program ordering or payment terms on the website for the Software.

b. You must pay with one of the following:

1. A valid credit card acceptable to Intuit;
2. A valid debit card acceptable to Intuit;
3. Sufficient funds in a checking or savings account to cover an electronic debit of the payment due; or
4. By another payment option Intuit provides to you in writing.

c. If your payment and registration information is not accurate, current and complete, and you do not notify us promptly when such information changes, we may suspend or terminate your account, terminate your license and refuse any further use of the Software.

d. If you do not notify us of updates to your payment method (e.g., credit card expiration date), to avoid interruption of your service, we may participate in programs supported by your card provider (e.g., updater services, recurring billing programs, etc.) to 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 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.

## 5. CONTENT AND USE OF THE SOFTWARE

5.1 **Responsibility for Content and Use of the Software.** Content includes any data, information, materials, text, graphics, images, music, software, audio, video, works of authorship of any kind, that are uploaded, transmitted, posted, generated, stored or otherwise made available through the Services ("Content"), which will include without limitation any Content that account holders (including you) provide through your use of the Services. By making your Content available through your use of the Services, you grant Intuit a worldwide, royalty-free, non-exclusive license to host and use your Content. Notwithstanding the foregoing, to the extent that any Content you provide to Intuit relates to or could be associated with any of your customers or users who are California residents ("Personal Information") Intuit will only use such Personal Information as needed to deliver the Services. Archive your Content frequently. You are responsible for any lost or unrecoverable Content. You must provide all required and appropriate warnings, information and disclosures. Intuit is not responsible for any of your Content that you submit through the Services.

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b. Content that would impersonate someone else or falsely represent your identity or qualifications, or that may constitute a breach of any individual's privacy; is illegally unfair or deceptive, or creates a safety or health risk to an individual or the public;

c. Except as permitted by Intuit in writing, investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication or spamming or flooding;

d. Virus, Trojan horse, worm or other disruptive or harmful software or data; and

e. Any Content that you do not own or have the right to use without permission from the intellectual property rights owners thereof.

5.2 **Restricted Use of the Services.** You shall not, and shall not permit any users of the Software or any other party to, engage in, solicit, or promote any activity that is objectionable or may be illegal, violates the rights of others, is likely to cause notoriety, harm or damage to the reputation of Intuit or could subject Intuit to liability to third parties, including: (i) unauthorized access, monitoring, interference with, or use of the Software or third party accounts, data, computers, systems or networks; (ii) interference with others' use of the Software or any system or network, including mail bombing, broadcast or denial of service attacks; (iii) unauthorized collection or use of personal or confidential information, including phishing, pharming, spidering, and harvesting; (iv) viewing or other use of any Content that, in Intuit's opinion, is prohibited under this Agreement; (v) any other activity that places Intuit in the position of fostering, or having potential or actual liability for, illegal activity in any jurisdiction; or (vi) attempting to probe, scan, penetrate or test the vulnerability of an Intuit system or network or to breach Intuit's security or authentication measures, whether by passive or intrusive techniques. Intuit reserves the right to not authorize and may terminate your use of the Software based on reasonable suspicion of your activities, business, products or services that are objectionable or promote, support or engage in any of the restricted uses described above.

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5.5 **Intuit may monitor your Content.** Intuit may, but has no obligation to, monitor access to or use of the Content through the Software or to review or edit any Content for the purpose of the Software, to ensure compliance with this Agreement, and to comply

with applicable law or other legal requirements. We may disclose any information necessary to satisfy our legal obligations, protect Intuit or its customers, or operate the Software properly. Intuit, in its sole discretion, may refuse to post, remove, or disable Content, in whole or in part, that is alleged to be or that we consider to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

## 6. ADDITIONAL TERMS

6.1 **Intuit does not give professional advice.** Unless specifically included with the Software, Intuit is not in the business of providing legal, financial, accounting, tax, health care, real estate or other professional services or advice. Consult the services of a competent professional when you need this type of assistance.

6.2 **We may tell you about other Intuit Services.** You may be offered other services, products, or promotions by Intuit ("Intuit Services"). Additional terms and conditions and fees may apply. With some Intuit Services you may upload or enter data from your account(s) such as names, addresses and phone numbers, purchases, etc., to the Internet. You grant Intuit permission to use information about your business and experience to help us to provide the Intuit Services (including other products and services you might be interested in), to develop new products and services, and to enhance the Software.

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

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

6.5 **CCPA.** Unless otherwise defined in this Agreement, capitalized terms in this paragraph have the meanings given those terms in the California Consumer Privacy Act ("CCPA"). The parties agree that, for purposes of the CCPA, you are a Business and Intuit is a Service Provider. Notwithstanding anything else in this Agreement, Intuit shall not (1) retain or use such Personal Information other than as needed to perform the Services or (2) Sell or otherwise disclose such Personal Information except to Service Providers needed to render the Services, except that you hereby instruct Intuit to Aggregate and Deidentify the Personal Information as needed to analyze and improve the Services. Intuit certifies that it understands and will comply with its obligations under this Section 6.5.

## 7. DISCLAIMER OF WARRANTIES

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

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

You agree to indemnify and hold Intuit and its Affiliates and Suppliers harmless from any and all claims, liability and expenses, including reasonable attorneys' fees and costs, arising out of your use of the Software or breach of this Agreement (collectively referred to as "Claims"). Intuit reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by Intuit in the defense of any Claims.

9. **CHANGES.** We reserve the right to modify this Agreement, in our sole discretion, at any time, and the modifications will be effective when posted through the Software or 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. It is important that you review this Agreement whenever we modify it because your continued use of the Software indicates your agreement to the modifications.

10. **TERMINATION.** Intuit may, in its sole discretion and without notice, restrict, deny, terminate this Agreement or suspend your license and access to the Software, related or other Services, effective immediately, in whole or in part, if we determine that your use of the Software violates the Agreement, is improper or substantially exceeds or differs from normal use by other users, raises suspicion of fraud, misuse, security concern, illegal activity or unauthorized access issues, to protect the integrity or availability of the Software or systems and comply with applicable Intuit policy, if you no longer agree to receive electronic communications, or if your use of the Software conflicts with Intuit's interests or those of another user of the Software, or if you have behaved unprofessionally or otherwise unacceptably towards any Intuit employees or partners. Upon Intuit notice that your use of the Software has been terminated you must immediately stop using the Software and any outstanding payments will become due. Any termination of this Agreement shall not affect Intuit's rights to any payments due to it. Intuit may terminate a free account at any time. Sections 2.2, 3 through 14 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 under applicable US export control laws, including US trade embargoes and sanctions and security requirements, and applicable country or local laws to the extent compatible with US laws. 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 and regulations, directly or indirectly.

12. **GOVERNING LAW.** California state law governs this Agreement without regard to its conflicts of laws provisions.

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

To begin an arbitration proceeding, send a letter requesting arbitration and describing your claim to Intuit Inc., in care of our registered agent Corporation Service Company, 2711 Centerville Road, Wilmington, DE 19808. Arbitration will be conducted by the American Arbitration Association (AAA) before a single AAA arbitrator under the AAA's rules, which are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees and costs will be governed by the AAA's rules, but if you are unable to pay any of them, Intuit will pay them for you. In addition, Intuit will reimburse all such fees and costs for claims totaling less than \$75,000 unless the arbitrator determines the claims are frivolous. Likewise, Intuit will not seek its attorneys' fees or costs in arbitration unless the arbitrator determines your claims or defenses are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. The decision of the arbitrator shall be final and not appealable, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. This Section 13 shall survive expiration, termination or rescission of this Agreement.

14. **GENERAL.** This Agreement, including the Additional Terms below is the entire agreement between you and Intuit regarding its subject matter 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 may not assign or transfer this Agreement to anyone without written approval of Intuit. However, Intuit may assign or transfer this Agreement without your consent to (a) an affiliate, (b) a company through a sale of assets by Intuit or (c) a successor by merger. Any assignment in violation of this Section shall be void. If you want to request a transfer of this Agreement, contact Intuit via an email to: [transfer\\_license@intuit.com](mailto:transfer_license@intuit.com).

**Rev October 2019**

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## Section B

### ADDITIONAL TERMS AND CONDITIONS FOR INTUIT LACERTE DESKTOP SOFTWARE – TAX YEAR 2019

**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.** Capitalized terms not otherwise defined below have the meanings provided in the General End User License Agreement terms above:

(a) **“Branch Office”** shall mean any additional business location(s) exclusively owned and controlled by Licensee, which is/are geographically separate from the Host Office, but at which Licensee also wishes to manually install and use the Software at the Branch Office to prepare and file Licensee’s clients’ returns. As set forth below, Licensee must purchase a separate supplemental license from Lacerte for each standalone Branch Office, up to a maximum of four (4) allowable additional Branch Office locations per tax year, and must provide Lacerte with the physical address information for each.

(b) **“Fast Path Services”** shall mean the services that support the Software during the Service Period defined below, including assisted support, e-file, pay-per-return (REP) access and other connected services which are posted on the website for the Software. Licensees of the Software will have the ability to use the Fast Path Services. Lacerte reserves the right to change the Fast Path Services at any time, and the changes will be effective when posted on the website for the Software or when Lacerte notifies Licensee by other means. Fast Path Services are available when filing with governmental agencies during the Service Period, which usually includes Tax Year 2019 and two prior tax years. Some or all of the Fast Path Services may involve or require the payment of additional fees.

(c) **“Host Office”** shall mean the primary business name and location of Licensee where the Software is physically installed and used, the address of which is provided by the Host User to Lacerte as evidenced in Lacerte’s records. The name and address for Host Office in the Software should match the name and address in Lacerte’s records and the name and address Licensee provided to the IRS as part of Licensee’s EFIN registration.

(d) **“Licensee”** shall mean a user who is entitled to the benefits of the Software and Fast Path Services during the Service Period.

(e) **“Service Period”** shall mean the calendar year January 1, 2020 to December 31, 2020 for Tax Year 2019. Software may be available before the Service Period begins to Licensees who have purchased a Tax Year 2019 license and have access to the Fast Path Services for the prior year to access services before the current Service Period begins.

(f) **“Software”** shall mean (a) the Lacerte Tax software programs with which this Agreement is included and any other applicable programs offered by Lacerte, that subsequently may be licensed to you by Lacerte and/or its affiliates and suppliers, except as excluded pursuant to Section 11.2 of the Additional Terms hereof; (b) any of the software programs provided by Lacerte and used by Licensee on a pay-per-return basis utilizing Remote Entry Processing as provided in Section 12 of the Additional Terms hereof; (c) related materials such as reference manuals and operating instructions provided for use in connection with the software programs; (d) any Updates (defined below) or program portion relating to the same tax year or Service Year (defined below) as the case may be; (e) any third party software programs and (f) related product support.

Software includes the ability to store and share a secure PDF copy of final returns to the cloud for easy sharing and access by Licensee and client. Access to returns stored on the cloud will be available through the Service Period.

The definition of Software includes the following programs and services:

- “Fast Path Services” as defined above;
- “Tax Programs” – programs designed primarily for the preparation of tax returns for submittal to federal or state governmental entities; (REP, eFile); “Electronic Filing” – provides the ability for Licensee to electronically transmit completed tax returns as provided in Section 12 below; and
- “Remote Entry Processing” provides Licensee’s use of any Software on a pay-per-return basis as provided in Section 12 below.

(g) **“Update”** shall mean any revision to the Software, which excludes the Fast Path Services that provides slight functional improvements, help content, bug fixes or maintenance releases.

**2. LICENSE AND RESTRICTIONS ON USE.** Lacerte hereby grants Licensee a limited, personal, nonexclusive, nontransferable, revocable right and license to install and use the Software, for the preparation and filing of tax returns, on all Licensee-owned computers physically located at the licensed Host Office and at each licensed Branch Office. If you purchased a valid license for the Software and received an authentic Intuit DVD, or Download Only delivery these are your backup copies of the Software. The Software is licensed, not sold. All proprietary rights in the Software and legal title thereto shall remain in Lacerte and/or its affiliates and/or licensors. Licensee shall not use any of Lacerte’s programs except those covered by this Agreement. Licensee agrees that it will not make the Software available on any file-sharing or application hosting service. Any Software that is delivered by electronic transmission shall be deemed delivered on the date Lacerte makes any such program available for downloading. Notwithstanding the foregoing, Lacerte reserves the right to validate directly with Licensee, that name and address provided in the Software and in Lacerte’s records, corresponds with the name and address Licensee provided to the IRS.

The Software is applicable for 2019 Tax Year only and any subsequent tax years shall require a separate end user license agreement and payment of the then-current license fee. Lacerte, in its sole discretion, determines the tax forms to be included in the Software.

For any forms that are considered optional by the taxing authority, Lacerte will determine whether to provide such forms, at its discretion. Certain forms may not be provided in the Software.

2.1 In addition to the above, the Software may be installed and used on the personal computers at the private home residences of the Licensee and its employees, provided that: (i) Licensee and its employees use the Software for the sole benefit of Licensee; (ii) the Software is used only for the purpose of preparing returns that will be signed by Licensee as the paid preparer; and (iii) neither Licensee nor any of its employees meets clients at Licensee's or its employees' homes, or otherwise use their homes in a manner customary for a commercial business office. If Licensee or any of its employees meet clients at their home or otherwise conduct business from their homes, or if any such person uses the Software for the preparation of tax returns other than for signature by Licensee as the paid preparer, such person must obtain a separate license from Lacerte. If Licensee or its employees must visit a client at the client's location in order to prepare that client's return(s), Licensee or its employees may install and use the Software on firm-owned laptop computers solely for that purpose, provided that the use on such laptop computers at any single client location does not exceed a total of five days in any calendar year and provided that the Software is used solely by Licensee or its employees for preparing tax returns that will be signed by Licensee as paid preparer, in accordance with this Agreement, and for the benefit of Licensee only. The Software may not be used for or by any other person or preparer.

2.2 Licensee shall not upload, place, install, or use any portion of the Software on or via a wide area network ("WAN") or on any other type of network or on any electronic medium including but not limited to, World Wide Web sites, file-sharing servers or services, any other server that is Internet-enabled, electronic bulletin boards or forums, timesharing services, application hosting or virtualization servers or services, or on any operating system other than a Windows® operating system, without entering into a separate "WAN" or application hosting license with Lacerte, which is offered only at Lacerte's sole discretion, and the terms and pricing of which will depend upon the intended or proposed use. Contact Lacerte Sales at 800-765-7777 to obtain more information and to request a WAN or application hosting license.

2.3 The Software may not be used in a Branch Office or on Licensee's local area network ("LAN") without first purchasing a Branch Office license or a LAN license for the network version of the Software, respectively, from Lacerte. If Licensee purchases a Branch Office license or LAN license from Lacerte, the Software may be installed and used in certain Branch Office or LAN environments provided that certain conditions are met including, without limitation: (a) Licensee first purchases a valid license for the Host Office; (b) Licensee purchases a Branch Office license for each Branch Office location in which it intends to install and use the Software, up to a maximum of no more than four (4) Branch Offices, and provides all Branch Office location and address information to Lacerte; (c) all copies of the Software installed at Licensee's Branch Office(s) and/or on Licensee's LAN under such additional licenses are used solely by Licensee or its employees for preparing tax returns that will be signed by Licensee as paid preparer in accordance with this Agreement, and solely for the benefit of Licensee only; and (d) the Software is not used for or by any other person or preparer. Contact Lacerte Sales at 800-765-7777 to obtain more information and to request Branch Office and/or LAN license.

2.4 If Licensee (you) share physical office space with another preparer who is not your employee or firm co-owner (and who prepares returns for his/her own clients), but with whom you share certain expenses like rent, utilities, paper supplies, etc. you are prohibited from sharing the Software with such other preparer or allowing such other preparer to install the Software on his/her firm computers. However, such a shared physical office arrangement ("Shared Office") may be eligible for Lacerte's Shared Office pricing and terms. Under such terms, each firm must purchase its own, separate license for the Software and separately register the physical street address of the Shared Office as its Host Office address with Lacerte; however, the second license purchased by the other preparer at the Shared Office location may receive a discount, in combination with some additional licensing terms. That preparer should call Lacerte Sales at 800-765-7777 to obtain more information and pricing terms.

2.5 Licensee agrees not to (and not to permit others to): (i) decompile, disassemble, or otherwise reverse engineer the Software, except as otherwise expressly permitted by applicable law; or (ii) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright notices) of Lacerte or its licensors on or within the Software or any copies of the Software.

2.6 The Software relates to a single tax year or Service Period. Software relating to subsequent tax years or Service Period shall require a separate license agreement and payment of the then current license fee. Lacerte shall have the right at any time, at its sole and absolute discretion, to modify or delete features and to change the operating interface in any or all of the Software, or to change the hardware and computer system specifications necessary to operate the Software.

2.7 If you obtain a subscription-based license for the Software, (licensed separately), the terms of this Agreement, as supplemented by the terms of the subscription, will govern your use of the Software, provided that the duration of such license will be based on the subscription model you have elected.

**3. PAYMENT.** Intuit will automatically renew your payment for the Software at the then-current rates, unless the license to the Software is cancelled or terminated under this Agreement. Additional cancellation or renewal terms may be provided to you on the website for the Software.

**4. TECHNICAL SUPPORT.** Lacerte may, at its sole discretion, provide the following maintenance and technical support for the Software and Fast Path Services: (a) Software Updates support; and (b) technical support via telephone, email or chat.

4.1 **Technical Support.** Lacerte may provide toll free telephone, email, and chat consultation to Licensee regarding the technical support as part of the Fast Path Services during the Service Period. Technical support will be provided only for use of the Software on

the hardware and operating systems specified in the documentation for the Software. Lacerte reserves the right to change the terms, conditions, features and pricing of its technical support from time to time. You may for a fee purchase additional support referred to as Premium Support, which is not provided as part of the Fast Path Services.

4.2 Software Updates. Lacerte agrees to deliver to Licensee Updates, when and if, Lacerte makes such updates for the Software generally available to its other licensees, during the Service Period. Updates shall be offered at Lacerte's sole discretion and in any alternative media including digital compact disc (DVD), in-product Internet update, or Internet download. Lacerte shall have the right, at its sole discretion, to withhold the shipment of Updates if Licensee is delinquent in the payment of any charges owed to Lacerte including, without limitation, charges for Remote Entry Processing fees. Updates do not include new derivations of the Fast Path Services that Lacerte designates as new software products or services for which Licensee will be charged a separate license fee or, at Lacerte's election, major releases that include significant feature enhancements for which Lacerte Licensee will be charged an incremental fee.

As a Licensee of the Software and Fast Path Services Licensee may be offered additional discounts, products and services at Intuit's discretion, when and if they become available.

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