

## EXHIBIT A

### QuickBooks ProAdvisor Certification Terms and Conditions

#### A. Purpose of QuickBooks ProAdvisor Certification

Intuit is committed to providing its QuickBooks customers with superior quality products and services. In order to provide appropriate service and support for customers using QuickBooks, Intuit has created QuickBooks ProAdvisor Certification. Under QuickBooks ProAdvisor Certification, individuals who have demonstrated their proficiency in supporting QuickBooks by successfully completing the education and testing requirements of QuickBooks ProAdvisor Certification may obtain certain benefits and may be licensed to use the Intuit Marks, both as set forth in this Agreement. Certification does not, however, ensure that a Certified Member will qualify for any particular employment. Certified Members are not and may not act as an agent or representative of Intuit in any manner. Intuit does not endorse or guarantee the quality of Certified Members' support or other services to customers.

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#### B. Definitions

1. "Certification" means the QuickBooks ProAdvisor Certification offered by Intuit for QuickBooks ProAdvisors who demonstrate technical competence relating to the use of QuickBooks, through successfully completing the Certification Curriculum.
2. "Certification Curriculum", means those course materials that have been developed by Intuit or its designated vendors for use with the QuickBooks ProAdvisor Certification, including proficiency testing. Such Certification Curriculum may include printed material, as well as web-based or CD-ROM-based interactive instructional material, and may be utilized in a self-study or in a classroom environment. Third-party service providers may perform the testing component of the Certification Curriculum on Intuit's behalf.
3. "Certification Status" means the status associated with the successful completion of the Certification Curriculum.
4. "Certified Member" means a QuickBooks ProAdvisor in good standing who has successfully completed the Certification Curriculum.
5. "Certified Logo" means the logo design(s) associated with the Certified QuickBooks ProAdvisor status, as provided by Intuit.

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#### C. Certification and Quality Control

1. **Obtaining Certification.** To obtain Certification, you must (1) enroll in the QuickBooks ProAdvisor Program; and (2) successfully complete the Certification Curriculum and required testing within the time period noted in this section; and (3) comply with all other requirements in this Agreement.

**NOTE:** Upon release of a new certification course, the previous course will be available through June 30th of the following year (e.g., QuickBooks 2007 Certification Course access will be available through June 30th, 2008). **After this time, Intuit may, in its sole discretion, restrict access of the earlier QuickBooks ProAdvisor Certification course.**

2. **Certification Enrollment.** You certify that the information supplied to participate in Certification is true and correct. This information is for the express use of Intuit and the mere enrollment in Certification does not constitute Certification or endorsement by Intuit of Member. You understand that Intuit reserves the right to discontinue Certification of any Member or Certified Member who does not meet the criteria for participation in Certification, and that such criteria shall be determined from time to time in Intuit's sole discretion. No refund or partial refund of the Certified QuickBooks ProAdvisor membership's annual fee will be made in the event your Certification is discontinued.

# Program Agreement

QuickBooks ProAdvisor Agreement

- 3. Certification Curriculum.** You acknowledge that Intuit has the right, in its sole discretion, to change at any time the Certification Curriculum and the requirements for obtaining or maintaining Certification. Intuit, at its discretion, will make your name and current Certification Status available to QuickBooks customers who request it, unless you notify Intuit in writing requesting that such information not be disclosed. It is your responsibility to ensure that such information is current and accurate, and to notify Intuit promptly in the event such information is not current or accurate.
- 4. No Transfer of Certification. Your Certification Status and any license to use the Certified Logo are personal to you and neither may be transferred nor assigned to any other person or entity.** You retain your Certification Status and your license to use the Certified Logo if you leave your current employment and/or begin working with a different business organization, as long as your Program membership and Certification are in good standing.
- 5. Conduct of Business.** You agree (1) not to misrepresent your Certification Status or your level of skill and knowledge related thereto; (2) to provide support and services consistent with the Certification Curriculum; and (3) to use best efforts to resolve any complaints or disputes with your clients regarding your services as a Certified QuickBooks ProAdvisor in a fair and timely manner.
- 6. NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, INTUIT HAS THE RIGHT TO REVOKE, NOT TO GRANT, OR NOT TO RENEW YOUR CERTIFICATION STATUS AND/OR YOUR LICENSE TO USE THE CERTIFIED LOGO IF INTUIT DETERMINES IN ITS SOLE DISCRETION THAT YOUR CERTIFICATION OR YOUR USE OF THE CERTIFIED LOGO MAY ADVERSELY AFFECT INTUIT IN ANY WAY.**

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## D. License Grant and Limitations on License Grant

- 1. License Grant.** Subject to your obtaining and maintaining Certification Status under the terms of this Agreement, and to your full compliance with this Agreement, Intuit hereby grants and you accept a non-exclusive, non-transferable, royalty-free, revocable license to use the Certified Logo in the Territory (as defined in Chapter 6, Exhibit B, Section 2 of the Agreement), only as set forth in this Agreement, which may be modified from time to time at Intuit's sole discretion without notice. No other right, title, or license is granted hereunder, either by implication, estoppel or otherwise.
- 2. Limitations on License to Use Certified Logo.** The Certified Logo may not be used for any other purpose or in any manner other than as described in the Certified Logo Restrictions in this Agreement. In addition, if at any time Intuit requests that you discontinue using the Certified Logo and/or substitute new or different Certified Logo(s), you will immediately cease use of the discontinued Certified Logo(s) and cooperate fully with Intuit to ensure that all legal obligations have been met with regard to ceasing use of the Certified Logo(s).

## E. Term and Termination

- 1. Certification Term.** Certified Member's rights and obligations under this Chapter 6 shall commence on the date you successfully complete the Certification Curriculum and will terminate upon Certified Member's loss or other termination of Certification Status or upon termination of the Program membership.
- 2. Termination of Certification by Intuit.** Without prejudice to any rights it may have under this Agreement or in law, equity, or otherwise, Intuit may terminate a Certified Member's Certification under this Agreement (including without limitation the Certification Status and use of the Certified Logo) immediately upon the occurrence of any one or more of the following events:
  - (a) You fail to maintain your annual Program membership either by failing to pay the then-current annual Program membership fee or otherwise;
  - (b) You fail to perform any of your obligations under this Agreement, including, without limitation, the terms related to use of the Certified Logo;
  - (c) You discontinue providing the services and support for Intuit products to which your Certification is related;
  - (d) A government agency, state licensing body, or court finds that services provided by you fail to comply with applicable laws or regulations, or are defective or improper in any way, manner or form;
  - (e) If actual or potential adverse publicity or other information emanating from a third party or parties, about you, the services you provide, or the use of the Certified Logo by you causes Intuit, in its sole judgment, to believe that Intuit or its reputation may be adversely affected; or
  - (f) You resell and/or distribute the software provided to you by Intuit in violation of the terms and conditions of the software's end user license agreement or this Agreement.