



P.O. Box 7850
Mountain View, CA 94039-7850

Confidential

INTUIT INC.
QUICKBOOKS® ENTERPRISE SOLUTION PROVIDER AGREEMENT

This QuickBooks Enterprise Solution Provider Agreement is entered into on the Effective Date entered below, between INTUIT INC., a Delaware corporation having its principal place of business at 2535 Garcia Avenue, Mountain View, California 94043 ("Intuit") and Enterprise Solution Provider ("ESP"), a company with its principal place of business at the address entered below.

Recitals

- A. Intuit Inc. is a leading provider of business and financial management software and service solutions for small and mid-sized businesses, consumers and accounting professionals.
- B. From time to time users of Intuit's QuickBooks Enterprise software require external resources to implement or more fully utilize features and functionality of the software.
- C. Intuit desires to refer customers seeking implementation services to qualified third-party service providers.
- D. ESP is a software solution implementer that wishes to receive referrals from Intuit and have rights to market and distribute QuickBooks Enterprise software and related implementation services to potential customers in the United States.

Therefore, Intuit and ESP hereby agree to the QuickBooks Enterprise Solution Provider Program described in the QuickBooks Enterprise Solution Provider Terms and Conditions, including the following Exhibits listed below, which are included herein by reference and/or attachment as integral parts of this QuickBooks Enterprise Solution Provider Agreement (the "Agreement"):

- Exhibit A Program Description
- Exhibit B Intuit Trademark Usage Guidelines
- Exhibit C Lead Process and Reporting Requirements
- Exhibit D Security

ESP represents that ESP's authorized signatory has read, understands and agrees to the terms and conditions (including all Exhibits) of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth below.

INTUIT INC.

2535 Garcia Avenue
Mountain View, CA 94043

ESP: _____
(ESP Company Name)

ESP Address: _____

Telephone: _____

Fax: _____

Ship-to Address: _____
(Required)

By: _____
(authorized signatory's signature)

Name: _____

Title: _____

EFFECTIVE DATE: _____

By: _____
(authorized signatory's signature)

Name: _____

Title: _____

Date: _____

ESP Resale Certificate #: _____

INTUIT INC.
QUICKBOOKS® ENTERPRISE SOLUTION PROVIDER TERMS AND CONDITIONS

1. PROGRAM DESCRIPTION. Exhibit A sets forth a description of the QuickBooks Enterprise Solution Provider Program (the "Program") governed by these Terms and Conditions.

2. LICENSE GRANT.

1.1 Grant of Program License. Intuit grants ESP the non-exclusive, non-transferable right and license to purchase Products for resale and installation in the United States only in accordance with the terms and conditions of this Agreement. "Product(s)" means the software and all associated documentation (which includes, but is not limited to the related software's "Software License Agreement" (which is hereby incorporated by reference) (the "Documentation")) listed in Exhibit A that ESP purchases from Intuit.

1.2 Restrictions on Use. ESP agrees: (i) not to create or attempt to create by reverse engineering, disassembly, decompilation, or otherwise, the source code, internal structure, or organization of the Products, or any part thereof, from any object code or information that may be made available to it, or aid, abet or permit others to do so; (ii) not to remove any Product identification or notices of any proprietary or copyright restrictions from the Product or any support material; (iii) except for archival or back-up copies, not to copy the Product, develop any derivative works thereof or include any portion of the Product in any other software program; (iv) not to provide use of the Product in a computer service business, rental or commercial timesharing arrangement; and (v) to distribute, resell, install and implement all Product with, and in compliance with, Documentation.

2. PRICING.

2.1 Prices. Intuit will sell Products to ESP at the Product Pricing listed in Exhibit A. ESP is free to determine unilaterally the prices at which it sells Products to its end users.

2.2 Taxes. All Product prices hereunder are exclusive of taxes. ESP shall pay all applicable taxes. A resale certificate is required to exempt a sale from any such taxes. During the term of the Agreement, ESP shall furnish Intuit with ESP's current, valid resale certificate, and any updates thereto, prior to ordering Product. ESP shall indemnify, reimburse and hold Intuit harmless from any and all expenses or costs incurred by Intuit in the event ESP provides no such certificate or if the information set forth by ESP on such certificate is incorrect.

3. ORDERS AND DELIVERY.

3.1 Purchase Orders; Allocation. Purchase orders are subject to acceptance by Intuit. Intuit reserves the right to reject purchase orders in its sole discretion. Cancellations of purchase orders by ESP must be in writing and made pursuant to then-current Intuit guidelines. Intuit may allocate Products among its resellers in any reasonable manner.

3.2 Delivery and Freight. Intuit shall make reasonable efforts to deliver Products to ESP within ten

days of the date of ESP's order. Orders shall be shipped F.O.B. Intuit. Intuit shall have no liability to ESP or any third party for any damages, be they direct, consequential, special or otherwise, for failure to deliver the Products or for any delay in such delivery.

3.3 Title, Risk of Loss or Damage. ESP takes title and assumes all risk of loss or damage to the Products upon delivery to a common carrier of Intuit's choice. A third party shipper's data (in electronic or other format) showing successful delivery of Products to ESP shall constitute conclusive evidence of delivery. In the absence of such proof of delivery from shipper, the bill of lading from any Intuit warehouse shall constitute conclusive evidence of the delivery of Products to carrier. ESP shall be responsible for insurance costs and for filing lost or damaged shipment claims.

4. PAYMENT TERMS.

4.1 Product Payments. Payment to Intuit with respect to all Products purchased by ESP shall be made in U.S. dollars by credit card or electronic check only, and is payable upon order with shipment pending receipt of such payment. ESP agrees that no deductions of any kind may be made unless approved in writing by an officer of Intuit.

4.2 Non-Product Payments. Any amount owed by ESP to Intuit under this Agreement other than as set forth in Section 4.1, shall be made in U.S. dollars and payable immediately upon receipt of invoice.

4.3 Credit. Intuit reserves the right to change ESP's credit terms based on changes in ESP's credit record or payment history. Intuit may impose a late fee upon ESP equal to the lesser of 1.5% per month and the highest interest rate allowed by law on any overdue amount until paid in full and ESP agrees to pay all collection costs incurred by Intuit, including court costs, reasonable attorney's fees and any labor costs.

5. AUDITS AND RECONCILIATION. ESP agrees to maintain adequate books and records relating to the resale and distribution of Product. Such books and records shall be available at their place of keeping for inspection, at Intuit's expense, by Intuit or its representative for the purpose of determining whether ESP has complied with the terms of this Agreement. Intuit shall have the right to conduct such an audit upon ten (10) days advance notice. ESP agrees to participate in such audits on a regular basis (however, in no case more than once every ninety (90) days). If an audit reveals that ESP has underpaid amounts owing to Intuit by more than 5%, ESP will, in addition to immediately paying Intuit such past due amounts plus interest, reimburse Intuit for the costs incurred in conducting such audit. This provision shall survive the termination of this Agreement for a period of two (2) years.

6. PRODUCT RETURNS.

6.1 ESP's Returns Obligation. ESP agrees to accept the return of any Product from an end user due to the end user's failure to agree to the terms of the Software License Agreement accompanying such Product or pursuant to the Product's Satisfaction

Guarantee, as described in Software License Agreement. ESP may return the current version of Products at ESP's liability and expense to Intuit or to Intuit's designated agent for credit, provided ESP is in full compliance with this Agreement and has obtained from Intuit a valid return material authorization ("RMA"). All returns must comply with the terms of the RMA. All Products returned to Intuit without a valid RMA shall be returned to ESP at ESP's liability and expense. Intuit will issue credit to ESP for the return of (i) "Closed Box" Product. Closed Box Product means Product returned in its original packaging and in undamaged and unused condition; or (ii) "Open Box" Product. Open Box Product means Product returned due to a defect or the failure of an end user to accept the Software License Agreement accompanying the Product; or (iii) discontinued product returned to Intuit no later than ninety (90) days following the "Effective Date of Discontinuation." The Effective Date of Discontinuation of a Product shall mean the date of either: a) the release of a new version of an existing Product; or b) notice by Intuit of a discontinuation of a Product. Intuit reserves the right to modify its return policies upon reasonable prior notice.

6.2 Reimbursement. In the event Intuit handles the return of any Product, ESP shall reimburse Intuit for the difference between what ESP paid to Intuit for the Product and what Intuit refunds to the end user for the returned Product.

7. DISPUTES. All disputes with regard to (i) invoices, or (ii) the proper application of credits hereunder, shall be raised within sixty (60) days from the date on which the event giving rise to such dispute is alleged to have occurred. Any disputes with regard to the shipment or receipt of Products shall be raised within thirty (30) days from the date on which the event giving rise to the dispute is alleged to have occurred. Any dispute not raised within the stated time period shall be deemed to be waived.

8. RESALE CERTIFICATE; CONDUCT OF BUSINESS; RIGHT TO INSPECT; IDEA SUBMISSIONS; AUTHORIZATION.

8.1 Resale Certificate. In compliance with Sales and Use Tax Laws, ESP shall provide Intuit with a signed resale certificate with (i) ESP's State Sales Tax Permit Number to certify that all Product has been acquired for resale and (ii) ESP's ship-to address.

8.2 Conduct of Business. ESP agrees (a) to conduct business and provide services in a manner which reflects favorably at all times on the products, services, goodwill and reputation of Intuit; (b) to conduct business and provide services in full compliance with all applicable laws and regulations; (c) to conduct business and provide services in full compliance with all agreements you may have with Intuit, including but not limited to the related Product license agreement(s); (d) not engage in deceptive, misleading or unethical practices; (e) not to make any statements, representations, warranties, or guarantees that are inconsistent with the policies established by Intuit; (f) to provide support and services of the highest quality and integrity; and (g) to use best efforts to resolve any complaints or disputes with end users regarding ESP's services under the Program in a fair and timely manner.

ESP agrees not to use or display any materials or content on ESP's Web site(s) in a manner that is defamatory, misleading, libelous, obscene or otherwise potentially damaging to the reputation of Intuit, or the goodwill associated with Intuit.

8.3 Right to Inspect. Intuit shall have the right to inspect ESP's provision of support and services under this Agreement, ESP's business premises, and all Program-related material in order to ensure ESP's full compliance with the terms and conditions of this Agreement. ESP shall cooperate fully and shall provide Intuit immediate access to all requested materials and to ESP's business premises in order to allow Intuit to exercise its right to inspect.

8.4 Idea Submissions. By submitting ideas, suggestions, proposed business plans or any other material to Intuit, ESP agrees that Intuit will treat such submissions as non-confidential, that Intuit can use the information without compensation to ESP or any other person or entity, and that Intuit may have already developed, and is not restricted from developing, products, services or plans similar to or competitive with any described in such submissions from ESP.

8.5 Authorization. ESP hereby authorizes Intuit and third parties authorized by Intuit to disclose and/or publish information regarding ESP's name, address and other contact information, expertise profile, and business profile in printed and/or electronic forms in any medium.

9. TERM AND TERMINATION.

9.1 Term. Unless terminated earlier as provided herein, this Agreement shall have an initial term of one (1) year from the Effective Date and shall be automatically renewed for successive one-year terms provided that ESP is in full compliance with the terms of the Agreement and provides to Intuit all requested updates to the QuickBooks Enterprise Solution Provider Criteria documentation that Intuit requests.

9.2 Termination.

9.2.1 Intuit may terminate this Agreement for cause immediately and without further notice in the event that : (i) ESP fails to perform any of ESP's obligations under this Agreement or is otherwise in default hereunder and such failure or default remains unremedied for fifteen (15) days after written notice thereof; (ii) Intuit, in its sole discretion, determines that ESP does not meet the Program criteria for participants as determined by Intuit from time to time; or (iii) any conduct or proposed conduct of ESP exposes or threatens to expose Intuit to any liability or obligation, including any obligation under federal, state or local law.

9.2.2 Either party may terminate this Agreement immediately if: (i) the other party becomes insolvent, (ii) the other party makes an assignment for the general benefit of its creditors, (iii) proceedings are commenced against the other party under any bankruptcy or insolvency laws, (iv) proceedings are commenced against the other party for the appointment of a receiver or any other similar official, or (v) the other party ceases to carry on business.

9.2.3 Either party hereto may terminate this Agreement with or without cause upon no less than 30 days prior written notice.

9.3 Effect of Termination. Upon expiration or termination of this Agreement, regardless of reason therefor: (i) All privileges and benefits of the Program will be immediately revoked; (ii) ESP shall immediately cease use of all Intuit trademarks, tradenames, copyrights and all Program material, including Approved Materials and Intuit Images; (iii) ESP shall promptly return to Intuit all Intuit confidential information or certify in writing that it has destroyed such information; (iv) all rights and licenses granted under this Agreement will immediately and automatically terminate; and (v) ESP will immediately discontinue representing that ESP is a Program participant and Product reseller.

10. THIRD PARTY PRODUCTS AND SERVICES; INDEMNIFICATION; DISCLAIMERS; LIMITATIONS OF LIABILITY.

10.1 Third Party Products and Services. Certain products and services provided by third parties, and not by Intuit, are made available in connection with the marketing and distribution of the Products and this Program ("Third Party Products and/or Services"). ESP is responsible for reviewing, understanding and complying with the terms and conditions governing any Third Party Products and/or Services, and ESP's purchase and/or use of any Third Party Products and/or Services indicates ESP's acceptance of such terms and conditions. ESP agrees that Intuit is not responsible for the performance of third parties in connection with the Third Party Products and/or Services, and to indemnify Intuit for third party claims relating to ESP's use thereof.

10.2 Indemnification of ESP. Intuit agrees that, if notified promptly in writing and given sole control of the defense and all related settlement negotiations, and if ESP provides full cooperation and assistance as requested by Intuit, it will indemnify, defend, save and hold harmless ESP against any third party claim solely to the extent based on an allegation that a Product in the form supplied hereunder infringes a U.S. copyright or trademark. Intuit agrees to pay any resulting costs, damages and attorney's fees finally awarded by a court of competent jurisdiction with respect to any such claim. If the Products in ESP's inventory become, or in Intuit's opinion are likely to become, the subject of such a claim, ESP agrees to permit Intuit, at Intuit's option and expense, to either (i) procure the right for ESP to continue marketing and selling such Products; (ii) replace or modify the Products so that they become noninfringing, or (iii) repurchase the Products from ESP for the full purchase price thereof, less any discounts or credits previously given. Intuit shall not be liable to ESP for any claim arising from or based upon the combination, operation or use of any Product with equipment, data or programming not supplied by Intuit, or arising from any alteration or modification of the Products. Intuit shall have no indemnification obligations to ESP beyond those stated in this Section 10.2.

10.3 Indemnification of Intuit. ESP agrees that Intuit shall have no liability to ESP or any of ESP's clients or ESPs and that ESP shall indemnify, defend, save and hold harmless Intuit, its affiliates, employees and agents,

against any and all claims and liabilities (including reasonable attorney's fees and costs of litigation) arising from ESP's performance under this Agreement. In the event Intuit seeks indemnification from ESP under this section 10.3, Intuit will immediately notify ESP in writing of any claim or proceeding brought against it for which it seeks indemnification under this Agreement. Intuit reserves the right, at its option, to assume full control of the defense of such claim or proceeding with legal counsel of its choice. If Intuit so undertakes its own defense, any settlement of such claim or proceeding requiring payment from ESP shall be subject to ESP's prior written approval, which will not be unreasonably withheld. ESP agrees to reimburse Intuit upon demand for any expenses reasonably incurred by Intuit in defending such claim, including, without limitation, attorney's fees and costs, as well as any judgment or settlement of the claim or proceeding. In no event may ESP enter into any third party agreements which would in any manner whatsoever affect the rights of, or bind Intuit in any manner without the prior written consent of Intuit.

10.4 Disclaimers. Although under certain circumstances and with proof of purchase from the end user, ESP may return Products claimed to be defective, Intuit makes no representations or warranties of any kind with respect to the Program and any Products, and the Program and Products are provided to ESP "as is." **EXCEPT AS PROVIDED IN THE PRODUCT SOFTWARE LICENSE AGREEMENT(S), INTUIT HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PROGRAM, PRODUCTS OR SERVICES PROVIDED BY INTUIT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. INTUIT SHALL NOT BE LIABLE FOR ANY DAMAGE, LOSS, COST OR EXPENSE FOR BREACH OF ANY WARRANTY.** The right to return defective Products, as previously described, shall constitute Intuit's sole liability and ESP's exclusive remedy in connection with any claim of any kind relating to the quality, condition or performance of any Product, whether such claim is based upon breach of contract, warranty or any statutory duty, negligence or other tort, principles of indemnity or contribution, the failure of any limited or exclusive remedy to achieve its essential purpose, or otherwise.

10.4 Limitations of Liability. TO THE FULLEST EXTENT ALLOWED BY LAW, INTUIT SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE PROGRAM OR THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOSS OF USE, LOST DATA OR ANY DAMAGES OR SUMS PAID BY ESP TO THIRD PARTIES, EVEN IF INTUIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER SUCH CLAIM IS BASED UPON BREACH OF CONTRACT, WARRANTY OR ANY STATUTORY DUTY, NEGLIGENCE OR OTHER TORT, PRINCIPLES OF

INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE. Since some states do not allow the exclusion or limitation of consequential damages, this limitation may not apply to ESP. **INTUIT'S TOTAL LIABILITY FOR ALL DAMAGES, ALLEGED DAMAGES, AND LOSSES HEREUNDER, (WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED THE LESSER OF AMOUNTS RECEIVED BY INTUIT UNDER THIS AGREEMENT OR FIVE THOUSAND (\$5,000) DOLLARS.**

11. TRADEMARKS, TRADE NAMES AND COPYRIGHTS

11.1 During the term of this Agreement, ESP is authorized by Intuit to use the trademarks, tradenames and logos (the "Intuit Marks") and product box images (the "Intuit Images") that Intuit uses for the Products solely in connection with ESP's advertisement, promotion and sale of the Products, in accordance with this Agreement, including the Intuit Trademark Usage Guidelines (attached hereto as **Exhibit B**), and as approved in advance by Intuit. ESP's use of such trademarks will be in accordance with Intuit's policies in effect from time to time.

11.2 ESP will include on each copy of any materials that it creates regarding or referring to the Products all trademark, copyright and other notices included by Intuit on the Products or requested to be so included by Intuit from time to time. ESP agrees not to alter, erase, deface or obscure any such notice on anything provided by Intuit.

11.3 ESP has paid no consideration for the use of Intuit's trademarks, logos, copyrights, trade secrets, trade names or designations, and nothing contained in this Agreement will give ESP any interest in any of them. ESP acknowledges that Intuit owns and retains all intellectual property rights in all the Products, and agrees that it will not at any time during or after this Agreement assert or claim any interest in or do anything that may adversely affect the validity or enforceability of any trademark, trade name, trade secret, copyright or logo belonging to or licensed by Intuit (including, without limitation, any act, or assistance to any act, which may infringe or lead to the infringement of any copyright in the Products) or attempt to grant any right therein. ESP agrees not to attach any additional trademarks, logos, trade designations or other legends to any Product without the prior written consent of Intuit. ESP further agrees not to affix any Intuit trademark, logo or trade name to any non-Intuit product.

11.4 Upon expiration or termination of this Agreement, ESP will immediately cease all display, advertising and use of all Intuit names, marks, logos and designations and will not thereafter use, advertise or display any name, mark or logo which is, or any part of which is, similar to or confusing with any such designation associated with any Product.

11.5 Intuit reserves the right to object to any uses or misuses of its trademarks. ESP agrees to reasonably cooperate without charge in Intuit's efforts to protect its intellectual property rights. ESP agrees to

notify Intuit immediately in writing of any breach of Intuit's intellectual property rights that comes to ESP's attention.

12. GENERAL.

12.1 Confidentiality. ESP agrees that the information (including, but not limited to, pricing) contained in this Agreement, along with any attachments, shall not be disclosed orally, in writing, or in any other way to any other party without the express written consent of Intuit.

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

12.3 Notices. Unless otherwise stated, all notices required under this Agreement shall be in writing and shall be considered given (i) when delivered personally, (ii) five days after mailing, when sent certified mail, return receipt requested and postage prepaid, (iii) one business day after dispatch, when sent via a commercial overnight carrier, fees prepaid, or (iv) upon delivery when sent by facsimile transmission confirmed by first class mail. All communications will be sent to the persons and addresses provided above unless otherwise specified immediately below (unless changed by notice as provided hereunder):

To ESP: To the name and address set forth on Page 1.

To Intuit:

Intuit Inc.
2535 Garcia Ave
Mountain View, CA 94043
Attn: James Gregg

With a copy to:

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

Payments to Intuit must be sent to the following address:

Intuit Inc.
P.O. Box 45595
San Francisco, CA 94145-0595

12.4 Survival. The provisions contained in this Agreement which, by their terms, require or contemplate performance by the parties after the expiration or termination of this Agreement shall be enforceable notwithstanding any expiration or termination.

12.5 Entire Agreement. This Agreement, including the attached Exhibits, constitutes the entire agreement between ESP and Intuit with regard to the subject matter hereof. The terms and conditions of this Agreement shall supersede any previous agreements between the parties and any terms and conditions printed or written on any purchase order issued by ESP. Any modification of this Agreement must be in writing and signed by authorized representatives of both parties hereto.

12.6 Non-Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy of Intuit or ESP shall imply or constitute a waiver by the waiving party of the same or any other condition, covenant, right or remedy contained herein.

12.7 Severability. If a court of competent jurisdiction declares any provision of this Agreement invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

12.8 Governing Law and Jurisdiction. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, with the exception of its choice or conflicts of law provisions. Both parties agree to submit to the exclusive jurisdiction of the courts located in the State of California.

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

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

12.11 Force Majeure. Neither party hereto shall be liable for the failure to perform any of its obligations under this Agreement, with the exception of ESP's payment obligations, if such failure is caused by the occurrence of any event beyond the reasonable control

of such party, including without limitation fire, flood, strikes and other industrial disturbances, failure of transport, accidents, wars, riots, insurrections, or acts of God.

12.12 Compliance with Laws. ESP agrees, and represents and warrants, that all work performed under this Agreement shall comply with all applicable federal, state, county, and local laws, ordinances, regulations and codes in the performance of the Agreement, including the procurement of permits and certificates and the submission of reports and filings. ESP also agrees to indemnify and hold harmless Intuit from and against all claims that may be sustained by Intuit from ESP's failure to comply with the aforementioned federal, state, county, and local laws, ordinances, regulations and codes. ESP agrees to cause its agents and subcontracts to comply with the provisions of this section to the extent ESP uses agents and subcontractors to perform any of its duties, responsibilities or obligations under this Agreement.

12.13 Review by Legal Counsel. Each party has had the opportunity to review this Agreement with the assistance of legal counsel. Accordingly, it is agreed that the rule of construction that any ambiguity in this Agreement is to be construed against the drafting party shall not apply.

12.14 No Export. ESP shall not export directly or indirectly any Product outside the United States.

EXHIBIT A

**QUICKBOOKS® ENTERPRISE SOLUTION PROVIDER PROGRAM
PROGRAM DESCRIPTION****I. QuickBooks Enterprise Solution Provider Criteria:**

As a participant in the Program, ESP agrees to the following terms and conditions:

1) Certified ProAdvisor in Good Standing. ESP shall at all times during the term of this Agreement maintain a minimum of one (1) named principal or employee who a) is a QuickBooks ProAdvisor member in good standing and b) has successfully completed the current version of QuickBooks Certification exam ("QuickBooks Certification") and future versions of QuickBooks Certification exam within 90 days of QuickBooks Certification release. If at any time during the term of the Agreement ESP's named Certified ProAdvisor is no longer actively employed by ESP, ESP shall have sixty (60) days to appoint another employee who is in good standing as a Certified QuickBooks ProAdvisor.

2) QuickBooks Enterprise Solutions ("QBES") Expertise. ESP shall demonstrate QBES product expertise by a) providing to Intuit annually at least two (2) customer references where ESP completed the QBES product installation within 12 months of the date such reference is submitted to Intuit, and b) providing evidence of completion of the Program educational requirements by found on www.quickbooksenterprise.com/solutionprovider. Intuit may also request that ESP conduct customer satisfaction surveys, the results of which Intuit must be satisfied in its sole discretion.

II. QBES Resale Criteria:

When reselling QBES, ESP agrees to the following terms and conditions:

1) Professional Services Bundled with Software. ESP shall sell QBES Software only when bundled with ESP's professional services which may include business management consulting, product demonstration, implementation, customization, integration with other applications, training and education.

2) Installation within 10 Days. ESP agrees and shall ensure that all product software purchased by ESP is installed at an end user site within ten (10) days from the date ESP receives the product from Intuit.

3) Registration within 60 Days. ESP agrees and shall ensure that all product software purchased by ESP is registered with Intuit within sixty (60) days from the date ESP places the product order with Intuit.

4) Tracking. Upon request by Intuit, ESP shall provide Intuit with a copy of the dated receipt for each of ESP's sale and/or distribution of QBES Software itemizing and specifying price at which the QBES Software is sold.

III. Product and Pricing Description:

The Product and ESP Pricing under the Program is as follows:

1) Product. QuickBooks Enterprise Solutions 6.0 Software ("QBES Software"), including the Software License Agreements and full service plan, and at Intuit's written election, other editions, versions, releases of Product commercially released during the term of this Agreement.

2) Pricing. ESP will be eligible to purchase QBES Software from their assigned Intuit Account Manager only for resale at a discount of 25% off the Intuit MSRP. ESP acknowledges that the Program's Product Pricing applies only to QBES Software as identified above and is not valid and cannot be applied in conjunction with any other offers of special pricing, discounts or rebates.

IV. Sales Rebates:

Quarterly rebates are paid to eligible ESPs as defined below. Intuit, in its sole discretion, may revise or terminate the rebate structure, rates and payments at any time.

1) Reporting Period. Quarterly rebates will be paid based on activity occurring during the following three-month periods:

a) August-October

- b) November-January
- c) February-April
- d) May-July

2) Rebate Rates. ESPs are eligible for rebates based on their average monthly QBES installations made during the reporting period. Rebate amounts are calculated based on the eligible percentage rates described below and applied to the ESP's total QBES purchase expense incurred during the reporting period.

Average QBES Installations/Month	Rebate Rate
0-4	0%
5-9	10%
>10	15%

3) Rebate Payments. Approximately thirty (30) days following the end of each reporting period during the Agreement, Intuit will send ESP a check for the rebates earned during reporting period less any other fees or reduction for returns that Intuit is required by law to withhold, and excluding fraudulent, redundant, or non-qualifying rebates. ESP may be taxed on the accrual of rebates depending on the tax laws of ESP's federal, state and local jurisdictions. ESP shall be responsible for any and all tax liability arising out of its accrual or receipt of rebates and ESP hereby agrees to indemnify and hold Intuit harmless from any and all claims, damages and expenses (including, without limitation, attorney's fees) arising from such tax liability.

V. Leads:

Intuit, at its sole discretion, will provide Leads to ESP's in accordance with **Exhibit C** to this Agreement. For purposes of this Agreement, the term "Leads" shall mean any entity about which Intuit provides ESP with any information that identifies such entity as being legitimately interested in Intuit products. During the term of this Agreement, ESP shall not communicate in any fashion with any Lead, except in accordance with the procedures and guidelines set forth in **Exhibit C**. ESP shall not share any Lead or any client's/customer's or prospective client's/ customer's personally identifiable information (which includes names, addresses, phone numbers or email address) with any third party. ESP agrees to comply at all times with the Intuit security provisions set forth in **Exhibit D** and with all applicable laws, rules and regulations relating to the collection and/or use of personally identifiable information.

EXHIBIT B

Intuit Inc. Trademark Usage Guidelines for the QuickBooks Enterprise Solution Provider Program

Please ensure that all advertising, promotional, web and trade show display materials conform to the following Trademark Usage Guidelines so that customers receive a clear and consistent marketing message about Intuit products. By carefully following the requirements set forth in these Guidelines, you will properly use Intuit trademarks while maximizing the effectiveness of your selling efforts.

1. No Use of Logo Forms

When referencing the Products or the Program, the use of Intuit product logos is prohibited. Intuit Marks must be displayed only in plain text and only for approved purposes as set forth below. Such plain text usage must retain the distinctive capitalization and/or spacing of the marks. For example:

Correct: QuickBooks® Enterprise Solutions software

Incorrect: Quick Books Enterprise Solutions software

2. Use only Intuit-provided Product Box Shot Images (“Intuit Images”)

ESP may use the Intuit Images solely in connection with ESP’s advertisement, promotion and sale of the Products. When reproducing the Intuit Images, the only modification ESPs are allowed to make is to resize the Intuit Images in exact proportion to their original height and width. No resampling or other attempted modification is allowed and no alteration, cropping or addition to the Intuit Images is permitted. The Intuit Images cannot be “violated” or touched by any other text or graphics in any way, and there must be a border of space of at least 10 percent of the total height of each Intuit Image surrounding the Intuit Image on all sides in every instance where the Image appears. Additionally, in 4-color materials and on Web sites, the Intuit Images must appear in their original colors as supplied by Intuit.

3. Correctly Promote Your Membership in the QuickBooks Enterprise Solution Provider Program

Upon your acceptance into the Program, Intuit encourages you to inform your current and prospective clients/customers of your membership in the Program, in accordance with all of the Trademark Guidelines listed herein. You can convey this information in your advertising, promotional materials, detailed brochures, sales materials and Web sites that are approved in advance by Intuit (“Approved Materials”), but you should only do this in a way that does not lead customers to believe that you are somehow “Officially Endorsed by”, “Certified by”, “Authorized by”, or formally “Partnered” with Intuit. The best way to promote your membership is to simply place one of the following statements in your Approved Materials:

“Member: QuickBooks Enterprise Solution Provider Program”; or
 “Member of the QuickBooks Enterprise Solution Provider Program”; or
 “QuickBooks Enterprise Solution Provider Program Member”

4. No Use in Direct Business Source Identifiers

The Intuit Marks, names or logos cannot be used in your company name or in direct business source identifiers such as stationery, business cards, company signs, domain names or company Web site titles. These items identify the name of the business and, thus, the source of its products or services. In order to avoid any possible confusion with regard to the source of Intuit’s or another party’s products, use of Intuit’s trademarks in these source identifiers is prohibited. However, Intuit does not object to the membership statements in section #2 above being used by members in good standing on business cards, stationery and company Web sites only, where no logo form or special design is used.

All other uses of the Product names, Program names or Intuit Marks on direct business source identifiers is prohibited. Member agrees that the Approved Materials will not contain any content that could be deemed by Intuit, in its sole judgment, to be obscene, violent or otherwise in poor taste or unlawful, or for the purpose of encouraging unlawful activities, or otherwise misuse or bring into dispute or disrepute the Intuit Marks, names or logos or Intuit products or services. Intuit reserves the right to object to unfair uses or misuses of its trademarks/logos and to terminate your membership in the Program, for any such unfair uses or misuses in Intuit’s sole discretion.

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

No person or company except Intuit may use the Intuit company name, trademark or logo under any circumstances.

6. Appropriate Symbols and Ownership Legends Must be Used

When used in accordance with these Trademark Guidelines, the QuickBooks® trademark must appear with the “®” symbol directly next to the mark as shown. The appropriate ownership “legend” must also be displayed at least once in any materials where the QuickBooks name is mentioned. Such legend should generally read as follows:

“QuickBooks is a registered trademark of Intuit Inc.”

7. Other Requirements and Restrictions on Use

Intuit may, from time to time, provide input about how and whether ESP’s materials conform to these guidelines and to the brand character of Intuit’s software products. ESPs may not make any specific representations that Intuit officially endorses or “authorizes” a particular ESP, nor that Intuit recommends any particular ESP over any other.

ESPs are not permitted to use any Intuit Marks or logo designs to disparage Intuit, its subsidiaries, its products or services, or for promotional goods, or to attempt to brand or co-brand others’ products or services, or in ways which, in Intuit’s reasonable judgment, may diminish or otherwise damage Intuit’s goodwill in its trademarks, including but not limited to uses that could be deemed to be competitive against Intuit, or obscene, violent or otherwise in poor taste or unlawful, or for the purpose of encouraging unlawful activities. Intuit reserves the right to object to unfair uses or misuses of its trademarks or other violations of applicable law.

Nothing in these Trademark Usage Guidelines shall give a ESP any right, title or interest in any Intuit-owned trademarks (except the limited display rights set forth herein). By agreeing to sell Intuit products, ESPs acknowledge Intuit’s exclusive ownership of its trademarks, and any use by a ESP of the Intuit Marks or any Intuit-owned marks will inure to the sole benefit of Intuit. ESPs also acknowledge and agree to the Guidelines set forth herein, and further agree not to attack the ownership of, nor to register, nor attempt to register, nor obtain domain names containing the Intuit Marks, or any Intuit-owned marks, nor to use or register any marks, domain or other designation that would cause confusion, or be likely to cause confusion, with Intuit’s marks.

Exhibit C**Lead Process and Reporting Requirement**

Intuit will provide Leads to ESP pursuant to the terms of this **Exhibit C**. Intuit may change the terms of this Lead process at any time in its sole discretion. The term "Lead" shall have the meaning ascribed to it in **Exhibit A** of this Agreement.

Lead Distribution. Intuit will provide Leads to ESP in accordance with this policy, the Intuit published privacy policy, and the Lead distribution methodology described below.

Designated Representative. Leads will be sent to ESP's designated contact only.

Contacting Leads. ESP must make reasonable attempts to contact all Leads via telephone or in person within five (5) days of receiving the Lead from Intuit. If Intuit verifies that any Lead has not been contacted by ESP within such time frame, Intuit or its other ESPs may attempt to contact such Lead.

Dead Leads. If ESP's attempts to contact any Lead are not successful, ESP shall immediately return the Lead to Intuit and designate the Lead as a "Dead Lead." All Dead Leads will be reviewed by Intuit and Intuit will determine (in its sole discretion) whether the Lead should be forwarded to another ESP.

Intuit Right to Review Leads. Intuit will review ESP's attempts to contact Leads on a regular basis at its discretion.

Lead Reports. ESP will provide Lead information (described below) to Intuit on a monthly basis. If ESP does not provide such information to Intuit within forty five (45) days from the start of each calendar month during the Term, Intuit may suspend future delivery of Leads to ESP. Information to be provided shall include the following:

Results of sell cycles, such as:

- Won by account, and reason client/customer chose Intuit Products
- Lost by account, and reason prospect chose not to license Intuit Products

Working Leads or prospects, such as:

- Date of contact by ESP
- Lead accepted or rejected
- Step in sales process where Lead has progressed
- Estimated close date and confidence factor
- Sales forecast

Lead Distribution Methodology.

All Leads will be distributed by an Intuit designated representative. Lead information provided to ESP will include (to the extent practicable):

Lead source, annual budget, timeframe, concurrent users, fiscal year-end, decision process, budget for software, software needs and reason for such needs, modules needed, and competitors.

No Sharing and Limited Use. Leads are the property of Intuit. As set forth in **Exhibit A** of this Agreement, ESP will not share the information obtained in any Lead with any third party and will at all times comply with the terms of **Exhibit C**. Furthermore, Leads will not be used by ESP for any purpose other than to fulfill its obligations to Intuit under this Agreement. **For avoidance of doubt, ESP will not use any information obtained in any Lead to sell or promote other business or financial solutions other than the Intuit Products.**

EXHIBIT D

SECURITY REQUIREMENTS

A. Definitions For the purposes of this *Exhibit D*, the following definitions shall apply. **Company:** As used in this *Exhibit D*, Company shall mean ESP; **Personally-Identifiable Information:** Information that identifies or can be used to identify, contact, or locate the person to whom such information pertains. It includes, without limitation, the following information: **Secret Information:** Information that is used to protect other Personally-Identifiable Information. Generally, Secret Information is not disclosed to outside parties under any circumstances. Secret Information includes customer passwords, private encryption keys, and private signature keys. **Sensitive Information:** Any information that could be misused in such a way as to jeopardize the financial or legal position of its owner, or of the person or company described by the information. Sensitive Information includes customer account numbers, Social Security numbers, taxpayer identification numbers, credit card numbers, customer account balances, customer financial information and transactional activity, medical records, and legal records. **Restricted Information:** Information that is not Secret or Sensitive, but whose permissible use has been restricted by its owner. Restricted information includes customer names, customer street or e-mail addresses, customer telephone numbers, and records of customer services and other data relating to the products and services offered, received, or purchased by customers of Intuit or the Company.

B. Controlling Access to Personally-Identifiable Information

1. Access to Personally-Identifiable Information stored on Company's systems must not be granted to members of Company's staff, subcontractors, or other agents, unless all of the following conditions are met:
 - a. The staff member, subcontractor, or other agent requesting the access can be uniquely identified (e.g., by a unique User ID), with the exception of "root" password access provided by the Company to its core system administration team;
 - b. The staff member, subcontractor, or other agent requesting the access has entered a correct password or other authorizing token to indicate that he/she is the authorized user of this account. If passwords are the only method used for authentication, they must satisfy certain minimal standards mutually agreeable to Intuit and Company that make them sufficiently robust to effectively resist both educated guessing and brute-force attacks. It is recommended that passwords be a minimum of 8 characters in length, contain mixed upper- and lower-case characters and non-alphabetic characters, and be changed every 90 days.
 - c. In all cases, access permissions must be established in a manner that allows only for the minimum access level(s) required for each staff member, subcontractor, or other agent to perform his or her job function. The ability to read, write, modify or delete Personally-Identifiable Information must be limited to those individuals who are specifically authorized to perform those data maintenance functions.
 - d. Whenever Personally-Identifiable Information is modified, the date, time, and requestor must be recorded in a log file.
2. Personally-Identifiable Information stored on Company's systems must be stored behind firewalls with access to such information limited as described in paragraph A.1.
3. It is recommended that Secret Information never be stored in clear text on Company's systems. At a minimum, it is recommended that financial services industry-standard encryption techniques be employed to safeguard Secret Information in Company's systems from retrieval by unauthorized persons. Whenever possible, it is recommended that message digest algorithms such as SHA-1 or MD5 be used to hash and verify the user's password, and that "salt" be added to the input string prior to encoding to make it unlikely that the same password text chosen by different users will yield identical encodings.
4. Passwords used by Company's customers are *not* required to conform to the password standards described in paragraph A.1.b; however, Company must not provide any of its customers with access to Personally-Identifiable Information other than that which pertains to such customer, except as permitted in writing by the affected person or as otherwise required by law.
5. Procedures must be in place to modify or revoke access permissions to Personally-Identifiable Information when staff members leave the Company or when their job responsibilities change.
6. Printed material that contains Personally-Identifiable Information must be stored in secured areas to which access is limited to those staff members who have a business need to access it. It must also be disposed of in a secure manner. Whenever possible, it is recommended that secure disposal alternatives such as on-site shredding prior to recycling or placement in publicly-accessible locked trash bins with subsequent off-site shredding by a licensed contractor be implemented.

C. Transmitting Personally-Identifiable Information

1. Unless restricted by law, or as discussed in paragraph D.1, Company must not electronically transmit Secret or Sensitive Information over publicly-accessible networks without using 128-bit SSL or another mechanism that affords similar or greater security and confidentiality. If legal restrictions limit the use of 128-bit SSL encryption technology, Company must use the strongest encryption technology permitted.
2. Personally-Identifiable Information must never be passed in a URL (e.g., using a Get method) in a manner that potentially exposes the information to third parties and causes such information to appear in log files.

D. Maintaining a Secure Environment

1. To protect the accuracy and integrity of Personally-Identifiable Information, all such data stored in electronic form must be backed up regularly (no less often than weekly), and the backups stored in secure, environmentally-controlled, limited-access facilities.
2. Company must use commercially-reasonable efforts to install any security-related fixes identified by its hardware or software vendors, if the security threat being addressed by the fix is one that significantly threatens the privacy or integrity of any Personally Identifiable Information covered by this Agreement. Such upgrades must be made as soon as they can safely be installed and integrated into Company's existing architecture and systems.
3. Intuit may, from time to time, advise Company of recent security threats that have come to its attention, and require Company to implement specific modifications to its software, policies, or procedures that may be necessary to counter these threats. Company must implement these modifications within a mutually-agreeable time, or must obtain written permission from Intuit to take some other commercially-reasonable course of action to preserve the privacy and integrity of any Personally-Identifiable Information.
4. Company must immediately notify the Intuit Security SPOC (see below) if it knows or suspects that Personally-Identifiable Information has been compromised or disclosed to unauthorized persons, or if there has been any meaningful or substantial deviation from the requirements of this Exhibit.
5. Notwithstanding the minimum standards set forth in this Exhibit, Company must use commercially-reasonable efforts to monitor and periodically incorporate reasonable industry-standard security safeguards.

E. Electronic Mail

1. Company must not send any Secret Information in an e-mail message over publicly-accessible networks unless the e-mail is encrypted using a previously-approved encryption mechanism or is otherwise made secure with an approach that has been mutually agreed upon in advance by Intuit and Company. It is recommended that Company not send any Sensitive or Restricted Information in an e-mail message over publicly-accessible networks unless the e-mail is encrypted or otherwise secured as described above.
2. Company and its subcontractors and agents must not reveal the Personally-Identifiable Information of one customer to any other customer or other third party, in any e-mail or other communication, except as permitted in writing by the affected person, as deemed appropriate in light of the interests of the affected person, or as otherwise required by law.

F. Reviews, Audits, and Remedies

1. Upon 14 days' prior written notice to Company, Intuit (or its agent) may enter Company's premises and inspect such of Company's books, records, facilities and computer systems as Intuit and Company shall mutually agree is necessary to ensure that Company complies with the terms and conditions of this Exhibit. Intuit or its agent shall comply with Company's standard policies and procedures that apply to third party companies that have access to Company's premises, and Intuit or its agent shall access Company's premises during Company's normal business hours.
2. Notwithstanding any cure period in this Agreement to the contrary, Intuit, at Intuit's reasonable discretion, may require correction of any demonstrated problem that significantly threatens the security of Personally-Identifiable Information within a shorter period of time. Intuit shall provide written notice of the problem to Company, and Company must immediately take appropriate steps to correct the problem. If Company fails to correct any demonstrated security problem within a commercially-reasonable time, factoring in the work that must be completed to address the problem, and resulting in the material disclosure or threatened disclosure of Personally-Identifiable Information, Intuit may instruct Company to take such interim measures as are necessary to protect Personally-Identifiable Information. If Company fails or refuses to take such interim and/or permanent measures which are necessary to prevent the material disclosure of Personally-Identifiable Information within a commercially reasonable time, Intuit may terminate any and all affected agreements between Intuit and Company for cause.

G. Compliance with U.S. Laws and Regulations

Company shall comply with all applicable federal, state, and local laws and regulations.

H. Changes to Requirements

Intuit may, in its sole discretion, amend these requirements from time to time, as required by law or otherwise.

I. Contact Information

The primary business contact person for each party under this Agreement shall designate a primary and an alternate single point of contact for security issues for such party (a "Security SPOC") and provide mail, email, telephone, home telephone, and pager or portable telephone contact information for such persons. Both parties agree that either the primary or alternate Security SPOC will be available at all times ("24/7/365"). Such designation and information must be given in writing to the other party within ten (10) business days after the effective date of the Agreement. Any updates to the same shall be given promptly in writing to the other party.