

INTUIT SOFTWARE END USER LICENSE AGREEMENT

PROSERIES SOFTWARE – TAX YEAR 2016

Thank you for selecting the Software offered by Intuit Inc. and/or its subsidiaries and affiliates (referred to as "Intuit," "we," "our," or "us"). Review these license terms ("Agreement") thoroughly. This Agreement is a legal agreement between you and Intuit. By clicking "I Agree," indicating acceptance electronically, or by installing, accessing or using the Software, you agree to this Agreement. If you do not agree to this Agreement, then you may not use the Software.

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.

2. LICENSE GRANT AND RESTRICTIONS

2.1 The Software is protected by copyright, trade secret, and other intellectual property laws. You are only granted certain limited rights to install and use the Software, and Intuit reserves all other rights in the Software not granted to you in writing herein. As long as you meet any applicable payment obligations and comply with this Agreement, Intuit grants you a personal, limited, nonexclusive, nontransferable, revocable license to use the Software only for the period of use provided in the ordering and activation terms, as set forth in this Agreement, or in accordance with Intuit's then-current product discontinuation policies, as updated from time to time, and only for the purposes described by Intuit for the Software.

2.2 You acknowledge and agree that the Software is licensed, not sold. You agree not to use, nor permit any third party to use, the Software in a manner that violates any applicable law, regulation or this Agreement. You agree you will not:

- Provide access to or give the Software or any part of the Software to any third party;
- Reproduce, duplicate, modify, copy, sell, trade, lease, rent or resell the Software;
- 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 try to update your payment information, and you authorize us to continue billing your account with the updated information that we obtain.

e. Intuit will automatically renew your monthly, quarterly, or annual subscription at the then-current rates, unless the Software license or subscription is cancelled or terminated under this Agreement.

f. Additional cancellation or renewal terms may be provided to you on the website for the Software.

4. **YOUR 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. 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.

You agree not to use the Software, nor permit any third party to use, the Software to upload, post, distribute, link to, publish, reproduce, engage in, promote or transmit any of the following:

a. Illegal, fraudulent defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that is excessively violent, incites or threatens violence, encourages "flaming" others, or criminal or civil liability under any local, state, federal or foreign law;

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.

5.3 **Community forums.** The Software may include a community forum or other social features to exchange Content and information with other users of the Software and the public. Intuit does not support and is not responsible for the content in these community forums. Please use respect when you interact with other users. Do not reveal information that you do not want to make public. Users may post hypertext links to content of third parties for which Intuit is not responsible.

5.4 **Intuit may freely use feedback you provide.** You agree that Intuit may use your feedback, suggestions, or ideas in any way, including in future modifications of the Software, other products or services, advertising or marketing materials. You grant Intuit a perpetual, worldwide, fully transferable, sublicensable, non-revocable, fully paid-up, royalty free license to use the feedback you provide to Intuit in any way.

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.

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.

7.2 INTUIT, ITS AFFILIATES AND SUPPLIERS DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SOFTWARE WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS.

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. 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 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.

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Section B

ADDITIONAL TERMS AND CONDITIONS FOR INTUIT PROSERIES DESKTOP SOFTWARE – TAX YEAR 2016

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

1. Delivery of Software to Licensee may take place at a future date, when the products become available to the general client base of ProSeries. Any Software that is delivered by electronic transmission shall be deemed delivered on the date Intuit makes any such program available for downloading. Licensee acknowledges and agrees that Intuit may, in its sole discretion, issue the Software in any alternative media, including but not limited to: CD, DVD or Internet download.

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

(a) **"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 processing 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. ProSeries 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 ProSeries notifies Licensee by other means. Fast Path Services are available when filing with governmental agencies during the Service Period, which

usually includes Tax Year 2016 and two prior tax years. Some or all of the Fast Path Services may involve or require the payment of additional fees.

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

(c) “Service Period” shall mean the calendar year January 1, 2017 to December 31, 2017 for Tax Year 2016. Software may be available before the Service Period begins to Licensees who have purchased a Tax Year 2016 license and have access to the Fast Path Services for the prior year to access services before the current Service Period begins.

(d) “Software” shall mean (a) the ProSeries Tax software programs with which this Agreement is included and any other applicable programs offered by ProSeries, that subsequently may be licensed to you by ProSeries and/or its affiliates and suppliers; (b) any of the software programs provided by ProSeries and used by Licensee on a pay-per-return basis as provided in Section 6 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; (PPR, eFile);
- “Pay Per Return Processing” provides Licensee’s use of any Software on a pay-per-return basis as provided in Section 6 below; and
- “Electronic Filing” – provides the ability for Licensee to electronically transmit completed tax returns as provided in Section 8 below.

(e) “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.

3. LICENSE AND RESTRICTIONS ON USE. Intuit hereby grants Licensee a personal, nonexclusive, nontransferable, revocable right and license to install and use one copy of the Software, for the preparation and filing of tax returns, on one computer at the single location designated as your primary business firm location indicated in the Software and designated in Intuit’s records (which must be the same location (the “Licensed Location”). If you purchased a valid license for the Software and received an authentic Intuit CDROM, such CDROM is your backup copy of the Software. The Software is licensed, not sold. All proprietary rights in the Software and legal title thereto shall remain in Intuit and/or its licensors. Licensee agrees that it will not make the Software available on any file-sharing or application hosting service.

The Software is applicable for 2016 Tax Year only and any subsequent tax years shall require a separate end user license agreement and payment of the then-current license fee. ProSeries, 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, ProSeries will determine whether to provide such forms, at its discretion. Certain forms may not be provided in the Software.

3.1 The Software may also be installed and used on one additional personal computer located at your home residence provided that: (i) you use the Software solely for the purpose of preparing tax returns in accordance with this Agreement, and solely by you on behalf of your firm, and for no other preparer; and (ii) you do not meet clients at your home, or otherwise use your home in a manner customary for a commercial business office, unless your home address is your only business location and appears in the Software as the Licensed Location. If, in addition to your firm office location, you also meet clients at your home or otherwise conduct business from your home, or if any other person uses the Software, you and/or such other person must obtain a separate license and accompanying software from Intuit.

3.2 In the course of preparing returns on behalf of your firm as set forth in this Agreement, if you must visit a client at the client’s location in order to prepare that client’s own return(s), you may install and use the Software on one firm-owned laptop computer for that purpose, provided the use on such laptop computer 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 you for preparing tax returns in accordance with this Agreement on behalf of your firm, and not for or by any other person or preparer.

3.3 The Software may not be used in your private local area network (“LAN”) without purchasing a license for the network version of the Software. The fee paid for a license to install, access and use the network version covers the LAN operation of the Software. To order the Software for use on your LAN, contact Intuit Professional Sales at 800-934-1040. As a condition of using the Software on a LAN, you must have paid an initial license fee for the first copy of the Software and then paid an additional fee to license the Software for use on your LAN, as evidenced on your packing slip. If you pay such initial and network fees, you are hereby granted a personal, non-exclusive, non-transferable, revocable license to install and use the Software on one or more computers in your LAN so long as such computers and LAN are all located at the Licensed Location. Independent practitioners or separate firms that occupy or share the same office space as you may not use the Software, even though they may be connected to your local area network on which the Software are installed.

3.4 If you paid the appropriate network fees and obtained a license to use the Software on your LAN, the Software may be installed and used on personal computers at the home residences of you and your employees, provided that: (i) you and your employees use the Software solely for

the purpose of preparing tax returns in accordance with this Agreement, and solely on behalf of your firm and for no other preparer; and (ii) neither you nor any of your employees meets clients at your or your employees' homes, or otherwise use your or their homes in a manner customary for a commercial business office. (If your home address is the Licensed Location, then you and your employees may meet clients there.) If, in addition to your firm office location, you or any of your employees meet clients at home or otherwise conduct business from home, or if any other persons use the Software who are not your employees, you and/or such other person(s) must obtain a separate license and accompanying software from Intuit.

3.5 In accordance with the above, and if you paid the appropriate network fees and obtained a license to use the Software on your LAN, if you or your employees must visit a client at the client's location in order to prepare that client's return(s), you or your employees may install and use the Software on firm-owned laptop computers solely for that purpose, provided 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 you or your employees for preparing tax returns in accordance with this Agreement on behalf of your firm, and not for or by any other person or preparer.

3.6 If you license the limited ProSeries Basic version of Software (e.g., for a maximum of 20, 50, or unlimited tax returns), you are hereby granted a personal, non-exclusive, non-transferable, revocable license to use one copy of the Software on one computer at the single location designated as the Licensed Location to print and/or electronically file the maximum allowed number of tax returns for the limited version of the Software product(s) that you license. The ProSeries Basic version of Software may not be used in your private local area network ("LAN") or installed on multiple computers in your office. The Software includes a tracking mechanism that tracks the number of tax returns that you print and/or electronically file. If you need to print or electronically file more than the maximum allowable tax returns allowed by the Software that you licensed, contact Intuit Customer Service to upgrade or follow the in product directions for the option to 'Pay-Per-Return'. After the maximum number of returns are printed and/or electronically filed, you will be able to prepare, but not print or electronically file, additional tax returns until those returns are authorized using the 'Pay Per Return' option

3.7 If you license the PowerTax Lite, or Basic Unlimited version of the Software, you are permitted to select up to four (4) states. If you license Basic 50 Returns version of the Software, you are permitted to select two (2) states. If you license the Basic 20 Return version of the Software, you are permitted to select up to one (1) state. If any of these licenses are installed on another computer or laptop as noted in Sections 3.1 and 3.2 above, you are responsible to re-select those same state selections.

3.8 The Software relates to a single tax year or Service Period as the case may be. Programs relating to subsequent tax years or Service Period shall require a separate license agreement and payment of the then current license fee. ProSeries 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.

3.9 Unless you opt-out of other optional communications, such as marketing or other commercial electronic communications, Intuit may send Licensee these optional communications during the term of this Agreement, any renewals of this Agreement and for up to two (2) years following the termination of this Agreement and any renewals.

4. 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.

5. REPRESENTATION BY YOU. YOU REPRESENT TO INTUIT THAT THE FIRM NAME AND ADDRESS APPEARING IN THE FIRM INFORMATION SECTION OF THE SOFTWARE IS THE PRIMARY BUSINESS FIRM NAME AND ADDRESS USED BY YOU IN THE NORMAL COURSE OF BUSINESS. You acknowledge that this firm name and address will appear in the "Paid Preparer" designation on tax returns processed using the Software. ANY ALTERATION, DELETION, MODIFICATION, OR CHANGE OF ANY KIND TO THE INFORMATION THAT APPEARS IN THE "PAID PREPARER" DESIGNATION IS STRICTLY PROHIBITED AND CONSTITUTES A VIOLATION OF INTUIT'S REGISTERED COPYRIGHTS (except to the extent the Software contains functionality permitting: (a) the preparation of "self-prepared" or "non-paid preparer" returns; or (b) an alteration, deletion, modification or change of such "paid preparer" designation expressly authorized by Intuit as evidenced by Intuit's records).

6. PAY-PER-RETURN LICENSING. Provided you are licensed for the Fast Path Services during the Service Period, Pay-Per-Return ("PPR") is a licensing option offered by Intuit that allows you to use some of the ProSeries tax preparation products on a pay per return basis. You acknowledge and understand that: (1) when you authorize payment for a tax return for your client, a taxpayer, on a pay-per-return basis, a PPR fee is charged after which time you may print or convert-to-PDF that particular return for that particular client an unlimited number of times with no additional PPR fee charge; (2) no additional fee is charged when you electronically file a tax return on a pay per return basis once the PPR fee for that client's return has been charged, (3) the amount of money that you place in your PPR account is not refundable, is not transferable and may not be carried forward to another tax year; and (4) it is your responsibility to manage your PPR account so that you only place the amount of money in your PPR account that you actually need. Intuit has the right at any time, in its sole and absolute discretion, to condition your use of the Software, or the Intuit Services (defined in Section 8 below) upon your payment of applicable pay-per-use or pay-per-return charges. Additionally, Intuit reserves the right at any time, in its sole and absolute discretion, to suspend and/or terminate your use of the Software or any the Intuit Services if you are delinquent in the payment of any charges owed to Intuit, including, without limitation, checks returned to Intuit for insufficient funds and denied credit or charge card amounts.

7. TAX FORM DROPOFF SERVICE LICENSE AND RESTRICTIONS ON USE. Intuit hereby grants you nonexclusive, nontransferable right and license to use the Tax Form Dropoff Service solely to collect W-2 and 1099 data and import such data into Intuit tax preparation software and only on behalf of your clients. Use of this service may involve or require the payment of additional fees. All proprietary rights in the Tax Form Dropoff Service and legal title thereto shall remain in Intuit or its licensors.

7.1 Tax Form Drop off Service. For licensed users of the Software the Tax Form Dropoff Service contains certain features and functionality that allow you to upload, access and manage client data from the Tax Form Dropoff Service within the Software. Any access or use of the Tax Form Dropoff Service may be limited to only certain versions of the Software and shall also be subject to and governed by the terms of the Software License Agreement applicable to your licensed version of the Software.

7.2. W-2 Import Services. The Software includes a feature that allows you to import certain tax-related information from participating payroll processors on behalf of your clients which may involve or require the payment of additional fees. You are responsible for verifying the accuracy of the information that is imported with your clients.

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Rev October 2016