Welcome to your QuickBooks Support Plan with Monthly Billing

Dear QuickBooks Support Plan Member,
Thank you for your recent purchase of an Intuit QuickBooks Support Plan with Monthly Billing. With this valuable Plan, we're here for you when you need us – for live support, learning tools and even data protection services. All the benefits are described below, and you can also access fast and easy self-help resources at **www.quickbooks.com/support**.

To ensure uninterrupted support, we will automatically renew your Plan and charge your account every 30 days until you tell us you no longer need coverage. (Please see page 2 of this letter for the full terms and conditions of your Plan.)

Plan Benefits

Answers to Your Questions

- **24/7 Support for an Unlimited Number of Questions:** Talk to a QuickBooks expert and get personalized assistance as often as you need it during your membership[1] – whether you need help with installation and set up, want advice and coaching on how to use a QuickBooks feature, or have a technical issue to troubleshoot. Simply go to **www.quickbooks.com/contactsupport** and complete the online contact information form. You will automatically receive a Case ID and the specific support phone number to call any time of day or night. Using the information that you provide, we'll be able to send you to a support professional with expertise in that area, and they'll already have your information when you call!

Protection for Your Financial Data

- **Intuit QuickBooks Online Backup Service:** Get peace of mind with this easy, convenient way to store and protect up to 1 GB of your critical business data, including your QuickBooks file.[2] Activate the service now by visiting **www.quickbooks.com/onlinebackup/free.**

- **Data Recovery Service:** If you should need assistance recovering a QuickBooks data file that becomes damaged, you are covered for standard turnaround service for the duration of your membership.[3]

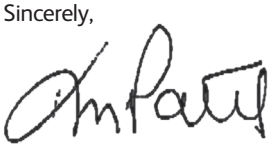
Tips and Strategies for Managing Your Business

- ***McGraw-Hill Small Business Resource Guide for QuickBooks Users*:** This eBook includes excerpts from leading McGraw-Hill business titles that provide tips and strategies on managing and growing your business. Go to **www.qbsupport10ebook.com** to download the eBook PDF file.[4]

- **Exclusive Offer!** Save 15%[5] off the regular price of the popular Mastering QuickBooks class conducted by Real World Training. You'll spend 2 days with an expert QuickBooks instructor in a fun, interactive classroom or online setting. To sign up and receive your exclusive discount, visit **www.realworldtraining.com/itech** within 60 days after Plan purchase.

We look forward to assisting you and helping you get the most out of QuickBooks!

Sincerely,



Kiran Patel
Executive Vice President and General Manager, Small Business Group

See terms and conditions of support on page two of this letter.

[1] Hours subject to occasional downtime due to systems and server maintenance, company events, observed U.S. holidays, and events beyond Intuit's control. Terms, conditions, features, pricing, service and support options are subject to change without notice.

[2] Online Backup Service: Not available to QuickBooks for Mac users. Internet access and active subscription to QuickBooks Monthly Support Plan required.

[3] Effective 15 business days after the date of Plan purchase. Only new data recovery issues that arise after Plan purchase are covered. Coverage for standard turnaround service only. Fees apply for expedited service.

[4] eBook Offer: PDF file available for download by active support plan members through December 31, 2011. QuickBooks information based on QuickBooks for Windows only. QuickBooks for Mac and Simple Start not covered. Adobe Acrobat Reader required.

[5] Mastering QuickBooks Offer: Expires on December 1, 2010. Available to active QuickBooks Support Plan Members only. Must reply within 60 days of plan purchase.

INTUIT QUICKBOOKS SUPPORT PLAN WITH MONTHLY BILLING

TERMS AND CONDITIONS

1. General. These Terms and Conditions (the "Agreement") set forth the terms and conditions that apply to your use of the Intuit QuickBooks Support Plan with Monthly Billing ("Plan"). So long as you have a valid subscription, the Plan includes standard data recovery services for your QuickBooks data file and online backup services for up to 1 GB of data. Online Backup Service is not available for QuickBooks for Macintosh customers; Internet access required.

Plan coverage is non-transferable and is valid for the Plan member only. Resale or transfer of membership rights in the Plan is strictly prohibited, and will constitute grounds for termination or non-renewal of Plan membership. During the Term, Plan members will receive support for an unlimited number of incidents. For purposes of this Agreement, "incident" means (a) a single issue or problem that a Plan member asks a support representative to analyze or resolve, (b) a product–usage question that involves a single topic on a drop-down menu or one QuickBooks report, or (c) a single question on a specific bookkeeping topic. Intuit reserves the right to limit each support contact to one hour and/or one incident. Intuit may also limit or terminate Plan support, or may elect not to renew Plan membership to any Plan member who uses the services in an irregular, excessive, abusive, or fraudulent manner, as determined by Intuit in its sole discretion, or if Intuit is unable to receive payment from your credit card company. Intuit shall have the right to change or add to the terms of the Plan at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Plan (including but not limited to Internet-based services, pricing, technical support options, and other support-related policies) upon notice by any means Intuit determines in its discretion to be reasonable, including sending you an email notification or posting information concerning any such change, addition, deletion, discontinuance or conditions in the Plan or on any Intuit sponsored web site.

The Plan is not available to accountants, VARS, QuickBooks Professional Advisors or other parties using QuickBooks Technical Support on behalf of multiple clients.

2. Support Availability. Support availability may occasionally deviate from published hours due to downtime for systems and server maintenance, company events, observed U.S. holidays, and events beyond Intuit's control. Internet access required; plan members must go to the QuickBooks Support Web site, complete the contact request form, and follow then published instructions in order to talk to a support representative. If a toll-free phone number is provided, it can only be used by Plan members within the United States, and a toll number would be provided for callers outside the United States. Intuit will not be responsible for long-distance telephone charges incurred in connection with the use of the Plan.

3. Response Time Goal for Questions Submitted Online. For questions submitted online using the designated contact request form, Intuit will attempt to respond to the member within then-current published response times, if any, subject to variations due to downtime for systems and server maintenance, company events, observed U.S. holidays, and events beyond Intuit's control.

This Section 3 shall not be deemed a representation or warranty on Intuit's behalf regarding the time within which a resolution, if any, may be available for any particular incident. No remedy is available for Intuit's failure to meet the published response time goal.

4. Support Topic Limitations. Inquiries are limited to the following QuickBooks product areas: installation and upgrade assistance and basic functionality, as described in QuickBooks product documentation. Intuit will also assist Plan members with basic connectivity for the purpose of using QuickBooks to access other products or services to the extent necessary to confirm whether such issues relate to equipment or software within Intuit's control. However, Intuit shall not be responsible for connectivity issues caused by third-party services, service providers, hardware or software. The Plan does not cover inquiries on accounting practices, nor does it include application consulting or training.

5. Current QuickBooks Product Support. Plan support is available for currently supported U.S. versions of QuickBooks Pro, Premier (except Premier Accountant Edition), Simple Start, and QuickBooks for Mac Accounting Software. Support availability for any particular version of QuickBooks is subject to change at any time without notice.

6. Data Recovery Service Limitations. Intuit provides standard data recovery services for a Plan member's QuickBooks data file. If a technical support representative cannot fix the file during the course of a support call. Coverage for data recovery service takes effect fifteen (15) business days after the date of Plan purchase. Data file issues existing on the day of Plan purchase that require data recovery services are not covered by the Plan. A Plan member who thinks s/he may have a damaged file must first contact Technical Support so that a technical support representative can attempt to assist the Plan member during the course of a support call or by e-mail. wIf the technical support representative determines that data recovery services are needed, the Plan member will be given instructions on how to submit the data file to Intuit and will be asked to sign a Services and Confidential Disclosure Agreement with certain additional terms and conditions before sending Intuit the data file. Intuit does not guarantee that it will be able to fix a damaged data file. Intuit will attempt to fix the data file within the standard, then-published turnaround time. A Plan member who wants express turnaround will be charged the full, published express data recovery service fee. If the Plan member's data file and Intuit's signed Services and Confidential Disclosure Agreement are received by Intuit no later than 2:00 PM Pacific time, the service time starts on that date. If the Plan member's data file and the signed Services and Confidential Disclosure Agreement are received by Intuit after 2:00 PM Pacific time, the service delivery date will be extended by one business day.

7. Term. Coverage begins on the date of purchase of the Support Plan. After the initial 30-days ("Term"), the Plan shall automatically renew for additional 30-day periods until either party delivers written notice of their intention not to renew the Agreement. Thirty (30) days after the initial Term, Intuit will begin charging the monthly Plan fee to the Plan member's credit card and will continue to do so every 30 days until the Plan is terminated. You are responsible for keeping your credit card information correct and up to date with Intuit. The Plan member may terminate this Plan by calling 1-800-446-8848 at least five (5) days prior to the next payment date. In the event there is a termination of the Plan for any reason, the Plan member may no longer be eligible to enroll in the Plan. However, if your Plan is terminated due to Intuit being unable to receive payment from you credit card and you request reinstatement of your existing plan, Intuit, in its sole discretion, may choose to reinstate your Plan provided you provide accurate credit card information and permit Intuit to receive immediate payment for each month of missed payments in addition to the next monthly payment due. Intuit reserves the right to cease offering monthly renewal and billing for this Plan at any time after the first 30 days of your Plan. In such event, Plan members will be notified 30 days in advance that monthly billing will cease on the next billing date. Eligible Plan members will have the option to renew with any then-offered service plan.

8. Online Backup Service. Online backup service is included in Plan for up to 1GB of data. Internet access required. Member will need to activate service before using it the first time. Service included with Plan will be terminated automatically when Plan is cancelled. Online backup services are not intended as HIPAA solutions and use of the online backup services will not assist with or ensure HIPAA compliance. Online Backup Service is not available to QuickBooks for Mac customers.

9. Disclaimer of Warranties. THE SUPPORT SERVICES ARE PROVIDED "AS-IS" AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INTUIT, ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS, (COLLECTIVELY, "SUPPLIERS") DISCLAIM ALL GUARANTEES AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PLAN, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, AND NON-INFRINGEMENT. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. IN THAT EVENT, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO 60 DAYS FROM THE DATE OF PURCHASE OF THE PLAN. HOWEVER, SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

10. Limitation of Liability. THE ENTIRE LIABILITY OF INTUIT AND ITS SUPPLIERS FOR ANY REASON SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE PLAN DURING THE TERM IN WHICH ANY CLAIM ARISES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INTUIT AND ITS SUPPLIERS ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES RELATING TO LOSS OF BUSINESS, TELECOMMUNICATION FAILURES, LOSS, CORRUPTION OR THEFT OF DATA, VIRUSES, LOSS OF PROFITS OR INVESTMENT, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE, EVEN IF INTUIT OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT DOES INTUIT ASSUME ANY LIABILITY TO ANY PARTY OTHER THAN THE VERIFIED PLAN MEMBER. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN INTUIT AND YOU. INTUIT WOULD NOT BE ABLE TO HAVE PROVIDED THE SUPPORT SERVICES WITHOUT SUCH LIMITATIONS.

11. Miscellaneous. This Agreement (and any additional terms and conditions with which Intuit supplements this agreement) is a complete statement of the agreement between you and Intuit, and sets forth the entire liability of Intuit and its Suppliers and your exclusive remedy with respect to the Plan. The Suppliers, agents, employees, distributors, and dealers of Intuit are not authorized to make modifications to this Agreement, or to make any additional representations, commitments, or warranties binding on Intuit. Any waiver of the terms herein by Intuit must be in a writing signed by an authorized officer of Intuit and expressly referencing the applicable provisions of this Agreement. If any provision of this Agreement is invalid or unenforceable under applicable law, then it shall be, to that extent, deemed omitted and the remaining provisions will continue in full force and effect. This Agreement will be governed by California law as applied to agreements entered into and to be performed entirely within California, without regard to its choice of law or conflicts of law principles, and applicable federal law. The parties hereby consent to the exclusive jurisdiction and venue in the state and federal courts in Santa Clara County, California. Headings are included for convenience only, and shall not be considered in interpreting this Agreement.

12. Privacy Statement. Your use of the Plan is subject to Intuit's privacy policies, as may be amended from time to time, as set forth in the QuickBooks Privacy Statement at **http://quickbooks.intuit.com/qb/common/privacy_policy/privacy.jsp.** By registering for this Plan, you consent to the user of your personally identifiable information in accordance with such privacy statement.

13. Refund Policy. A Plan member may cancel Plan membership during the first 30 days from the date of purchase and obtain a refund for the amount paid if the Plan member has made no use of the Plan. However, if during the first 30 days of the Plan, the Plan member has received data recovery service, Plan member will be liable for the full fee for the applicable services(s) used. If, during the first 30 days of the Plan, the Plan member has talked to or received an e-mail response from a technical support representative one or more times no refund will be given. After the first 30 days, no refund will be given when automatic renewal is cancelled.

14. Termination. Your rights under this Agreement may be terminated by Intuit immediately and without notice if you fail to comply with any term or condition of this Agreement. Any termination of this Agreement shall not affect Intuit's rights hereunder.