

INTUIT® RESELLER PROGRAM AUTHORIZED LEVEL AGREEMENT

This Intuit Reseller Program Authorized Level Agreement (the "Agreement") sets forth the terms and conditions of the Intuit Reseller Program (the "Program") of INTUIT INC., for itself and on behalf of its affiliates and wholly-owned subsidiary companies ("Intuit")

BY CLICKING ON THE "ACCEPT" BUTTON AT THE END OF THE AGREEMENT ACCEPTANCE FORM IN THE AUTHORIZED RESELLER MASTER QUICKBASE, YOU (IF YOU ARE ACTING ON BEHALF OF YOURSELF AS AN INDIVIDUAL) OR YOUR COMPANY (IF YOU ARE ACTING ON BEHALF OF YOUR COMPANY) ("YOU," THE "INTUIT RESELLER PROGRAM AUTHORIZED LEVEL RESELLER" OR "AUTHORIZED RESELLER") AGREE(S) TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE ACCEPTING ITS TERMS.

This Agreement will supersede and replace any prior Intuit Solution Provider (ISP) Agreement, QuickBooks Enterprise Solution Provider Agreement, QuickBooks Retail Solution Provider (RSP) Agreement, Intuit Payments Services or Intuit Merchant Service Agreement, or QuickBase Consultant Program Agreement between Intuit and You. You and Intuit agree that any and all prior contractual agreements or arrangements between You and Intuit (if any) with respect to the foregoing programs are terminated immediately and completely, and Your rights thereunder (including any notification rights) are replaced and supplanted in their entirety by the current Agreement.

Recitals

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

Therefore, Intuit and AUTHORIZED RESELLER hereby agree to the Intuit Reseller Program described in this Agreement, which incorporates the Terms and Conditions and the Member Guide ("Member Guide") which has been made available to the AUTHORIZED RESELLER. The Member Guide contains integral parts of this Agreement and is posted in the password protected, AUTHORIZED RESELLER Resource Center ("Resource Center"). The Member Guide includes, but is not limited to, the following information:

- Solution Provider Criteria - Product Descriptions
- Membership Entitlements
- Advertising & Marketing Guidelines

Terms and Conditions

1. **PROGRAM DESCRIPTION.** The Member Guide sets forth a description of the Intuit Reseller Program (the "Program") governed by these Terms and Conditions.

2. LICENSE GRANT; DISTRIBUTION OF PRODUCTS.

2.1 Program Participation. As a condition of participation in the Program, AUTHORIZED RESELLER agrees to comply with any license provisions, terms of use, terms of sale, or other contractual requirements applicable to its receipt of Intuit Products, licenses, and accompanying authorized media (if any) for marketing and resale. In addition, AUTHORIZED RESELLER agrees to comply with all terms of this Agreement, including the Member Guide and the end user license agreements ("EULAs") for the Intuit Products, to the extent applicable. As used herein, the term "Intuit Product(s)" means (i) the Intuit software and licenses specified by Intuit from time to time and all associated documentation including, but

not limited to, the EULA(s) applicable to such software (which EULA(s) are hereby incorporated into this Agreement by reference) (collectively the "Documentation"); or (ii) Intuit branded physical or tangible Products which are made available to AUTHORIZED RESELLER under this Agreement. Notwithstanding anything to the contrary contained herein, AUTHORIZED RESELLER agrees that the distribution of those Intuit Products consisting of software shall be by license only, and shall not include any right of sale, resale, ownership, or any related right. Distribution of physical or tangible products shall be by resale, including the right of ownership. Distribution of any media (if any) containing Intuit software shall not include any right of sale, resale, or ownership of the Intuit software contained thereon. Under no circumstances may AUTHORIZED RESELLER or end users acquire any ownership rights in Intuit software.

2.2 Restrictions on Use. AUTHORIZED RESELLER agrees: (i) not to create or attempt to create by reverse engineering, disassembly, decompilation, or otherwise, the source code, internal structure, file formats or other organization of the Intuit 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 Intuit Product identification or notices of any proprietary or copyright restrictions from the Intuit Product or any support material; (iii) except for authorized archival or back-up copies for its own use, not to copy the Intuit Product, develop any derivative works thereof or include any portion of the Intuit Product in any other software program; (iv) not to provide use of the Intuit Product in a computer time-sharing, online service, software-as-a-service, application service provider, online hosting or other similar business, rental or commercial timesharing arrangement; and (v) to distribute, transfer, install and implement all Intuit Product to properly licensed end user customers only (and not to intermediaries that intend to transfer the Intuit Products to third parties) all with, and in compliance with, the Documentation. For the avoidance of doubt, AUTHORIZED RESELLER understands and agrees that AUTHORIZED RESELLER is permitted to offer the Intuit Products to end user customers only, upon payment of appropriate end-user license fees, and not to intermediaries (e.g. other "resellers").

2.3 Modification. At any time and in Intuit's sole discretion, Intuit may modify any of the terms and conditions contained in this Agreement and the Member Guide, by posting a revised or new agreement or Member Guide. If any modification is unacceptable to AUTHORIZED RESELLER, AUTHORIZED RESELLER's only recourse is to terminate this Agreement. AUTHORIZED RESELLER's continued participation in the Program following Intuit's posting of a revised or new agreement or Member Guide will constitute binding acceptance of the modification.

3. CONDUCT OF BUSINESS; RIGHT TO INSPECT; AUTHORIZATION.

3.1 Conduct of Business. AUTHORIZED RESELLER agrees:

3.1.1 To conduct business and provide services in a manner which reflects favorably at all times on the products, services, goodwill and reputation of Intuit;

3.1.2 To conduct business and provide services in full compliance with all applicable laws and regulations;

3.1.3 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);

3.1.4 Not engage in deceptive, misleading or unethical practices;

3.1.5 Not to make any statements, representations, warranties, or guarantees that are inconsistent with this Agreement, the Member Guide or the policies established by Intuit;

3.1.6 To provide support and services of the highest quality and integrity; and

3.1.7 To use best efforts to resolve any complaints or disputes with end users regarding AUTHORIZED RESELLER's services under the Program in a fair and timely manner. AUTHORIZED

RESELLER agrees not to use or display any materials or content on AUTHORIZED RESELLER'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.

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

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

4. TERM AND TERMINATION.

4.1 Term. This Agreement shall be effective upon AUTHORIZED RESELLER's acceptance as indicated by AUTHORIZED RESELLER click of the "ACCEPT" button (the "Effective Date"), and shall remain in effect for so long as AUTHORIZED RESELLER is in full compliance with the terms of the Agreement, until terminated as provided herein.

4.2 Termination.

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

4.2.2 Either party may terminate this Agreement upon notification to the other. Termination shall be effective thirty (30) days following notification by either party.

4.3 Effect of Termination. Upon expiration or termination of this Agreement, regardless of the reason therefor: (i) all privileges and benefits of the Program will be immediately revoked; (ii) AUTHORIZED RESELLER shall immediately cease use of all Intuit trademarks, tradenames, copyrights and all Program material, including Approved Materials and product box images (the "Intuit Images"), as those terms may be further defined in the Trademark Usage Guidelines or in the Member Guide; (iii) AUTHORIZED RESELLER 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) AUTHORIZED RESELLER will immediately discontinue representing that AUTHORIZED RESELLER is a Program participant and Intuit Product reseller.

5. DISCLAIMERS; LIMITATIONS OF LIABILITY.

5.1 Disclaimers. 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 AUTHORIZED RESELLER "as is." EXCEPT AS PROVIDED IN THE PRODUCT END USER 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. EXCEPT AS PROVIDED IN THE PRODUCT END USER LICENSE AGREEMENT(S), INTUIT SHALL NOT BE LIABLE FOR ANY DAMAGE, LOSS, COST OR EXPENSE

FOR BREACH OF ANY WARRANTY. The right to return defective Products, if provided under the applicable EULA, shall constitute Intuit's sole liability and AUTHORIZED RESELLER'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.

5.2 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 AUTHORIZED RESELLER 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 AUTHORIZED RESELLER. 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.

6. TRADEMARKS, TRADE NAMES AND COPYRIGHTS.

AUTHORIZED RESELLER agrees to carefully follow the requirements set forth herein in order to ensure that all advertising, marketing, promotional, web and trade show materials conform to the following Trademark Usage Guidelines so that customers are not confused as to the relationship between AUTHORIZED RESELLER and Intuit and so that customers receive a clear and consistent marketing message about Intuit products.

6.1 During the term of this Agreement, Intuit hereby grants to licensee the limited, non-exclusive, non-sublicenseable, revocable right and license to display the trademarks and logos (the "Intuit Marks") and Intuit Images, solely for the purpose of, and in direct connection with, AUTHORIZED RESELLER's advertisement, promotion, sale, and licensing of such Products. All such advertisement, promotion, sale, and licensing must comply with this Agreement and the Intuit Trademark Usage Guidelines below and the Member Guide as may be modified by Intuit from time to time.

6.2 AUTHORIZED RESELLER will include on each copy of any materials that it creates regarding or referring to Intuit Products all trademark, copyright and other notices included by Intuit on Intuit Products or required to be so included by Intuit from time to time. The appropriate ownership "legend" must also be displayed at least once in any materials where the QuickBooks name is mentioned. Such legend must read as follows: "QuickBooks is a registered trademark of Intuit Inc." AUTHORIZED RESELLER agrees not to alter, erase, deface or obscure any such notice on anything provided by Intuit. The QuickBooks® trademark must appear with the "®" symbol directly next to the mark as shown.

6.3 AUTHORIZED RESELLER acknowledges it has paid no consideration for the use of the Intuit Marks or Intuit Images, and nothing contained in this Agreement will give AUTHORIZED RESELLER any right or interest in any of them, except for the limited rights to display them in connection with distribution of Intuit Products, during the Term, as set forth in this Agreement. AUTHORIZED RESELLER acknowledges that Intuit owns and retains all intellectual property rights in the Intuit Marks and Intuit Images, as well as in all Intuit 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, image, logo, trade name, trade secret, copyright or patent 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 Intuit Products) or attempt to grant any right therein. As part of such obligation, AUTHORIZED RESELLER agrees that it will not adopt, use or register any mark, logo, trade name, company name, domain name, screen name or other source indicator which might be reasonably understood to refer to any Intuit Product, including any mark, logo, trade name or the like containing the words, acronyms or prefixes "intui", "intuit", "tuit", "quick", "quickbooks", "qb", "turbo", "proadvisor", "gopay" or "gopayment." AUTHORIZED RESELLER further agrees not to attach any additional trademarks, logos, trade designations or other legends to any Intuit Product without the prior written consent of Intuit. AUTHORIZED RESELLER further agrees not to affix any Intuit trademark, logo or trade name to any non-Intuit product. Any use of Intuit's Marks or other Intuit-owned names and logos as part of AUTHORIZED RESELLER's own source identifiers, or in a way that might create confusion with the Intuit Marks or Intuit-owned names, is prohibited.

6.4 Upon expiration or termination of this Agreement, AUTHORIZED RESELLER will immediately cease all display, advertising and use of all Intuit Marks, Intuit Images and other Intuit-owned designations (including the Intuit name or the names of any Intuit Products) 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 Intuit Marks, Intuit Images and other Intuit-owned designations associated with any Intuit Product.

6.5 Intuit reserves the right to object to any uses or misuses of its trademarks that it deems, in its sole discretion, to be inappropriate or to constitute a violation of applicable law. In the event that Intuit finds any such improper use or misuse to be intentional, Intuit shall have the right to take any and all appropriate action up to and including termination of your participation in the Program. AUTHORIZED RESELLER agrees to reasonably cooperate without charge in Intuit's efforts to protect its intellectual property rights, and will make any modifications or alterations to any of its content that contains or makes reference to Intuit Marks or an Intuit name, upon request. AUTHORIZED RESELLER agrees to notify Intuit immediately in writing of any breach of Intuit's intellectual property rights that comes to AUTHORIZED RESELLER's attention.

6.6 Use only Intuit provided Product Box Shot Images ("Intuit Images"). AUTHORIZED RESELLER may use the Intuit Images solely in connection with AUTHORIZED RESELLER's advertisement, promotion, sale, licensing, and distribution of the Intuit Products. When reproducing the Intuit Images, the only modification AUTHORIZED RESELLERS 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 Intuit Image appears. Additionally, in 4-color materials and on Web sites, the Intuit Images must appear in their original colors as supplied by Intuit.

6.7 Correctly Promote Your Membership in the Intuit® Reseller 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 the Agreement and all of the Trademark Guidelines listed herein. You can convey this information in your advertising, promotional materials, detailed brochures, sales materials and Web sites ("Approved Materials"), but you agree to only do this in a way that does not lead customers to believe that you are somehow an Intuit representative or employee, or that you are somehow "Officially Endorsed by", "Certified by", "Authorized by", or formally "Partnered" with Intuit beyond the Intuit Reseller designations supplied to you under this Agreement. Do not use the term "Intuit Reseller," "Intuit Partner," or any other description other than one of the following statements in your Approved Materials:

"Member: Intuit® Authorized Reseller Program"; or
"Member of the Intuit® Reseller Program"; or
"Intuit® Reseller Program Authorized Member"
"Intuit® Authorized Reseller"

6.8 No Inappropriate Content. Except as set forth herein or in the Member Guide, all uses of the Intuit Product names, Program names or Intuit Marks are 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 misusing or bringing into dispute or disrepute the Intuit Marks, names or logos or Intuit products or services.

7. ADVERTISING AND MARKETING GUIDELINES.

AUTHORIZED RESELLER must adhere to Trademark Usage Guidelines set forth above, in addition to the current published Advertising and Marketing Guidelines as referenced in the Member Guide.

8. GENERAL.

8.1 AUTHORIZED RESELLER in Good Standing. AUTHORIZED RESELLER shall at all times during the term of the Agreement meet the criteria listed in the Agreement and the Member Guide or be subject to removal from the program upon sole discretion of Intuit:

8.2 AUTHORIZED RESELLER Pricing. In order to be eligible for AUTHORIZED RESELLER pricing the AUTHORIZED RESELLER must adhere to Intuit's current MAP policy requirements.

8.3 Confidentiality. Intuit may from time to time provide you with confidential information including, but not limited to, the Member Guide. You acknowledge that such confidential information is the property and a confidential trade secret of Intuit. You shall not reveal, disclose or distribute such confidential information in any form to employees, except on a need to know basis, nor to any third party, except to the extent specifically permitted by Intuit. You agree to take all reasonable precautions to prevent unauthorized disclosure and use of such confidential information. This obligation of confidentiality does not apply to information which is (a) rightfully in the public domain other than by a breach of a duty to Intuit; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to you without any limitation on use or disclosure prior to its receipt from Intuit; (d) independently developed by you; or (e) generally made available to third parties by Intuit without restriction on disclosure. You may not disassemble, reverse-engineer, or decompile any software that is provided to you by Intuit. AUTHORIZED RESELLER agrees to return to Intuit immediately upon Intuit's written request any confidential information AUTHORIZED RESELLER has received in writing or other tangible form. AUTHORIZED RESELLER acknowledges that the unauthorized disclosure or use of Intuit confidential information will cause irreparable harm to Intuit, and that accordingly, AUTHORIZED RESELLER agrees that Intuit will have the right to seek and obtain injunctive relief in addition to any other rights and remedies to prevent any such unauthorized use or disclosure.

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

8.5 Notices. Unless otherwise stated, all notices required under this Agreement shall be in writing and shall be considered given (i) immediately, when sent by email, or (ii) upon delivery when sent certified mail, return receipt requested, or via a commercial overnight carrier, fees prepaid. All communications to Intuit must be sent to the persons and addresses specified immediately below (unless changed by notice as provided hereunder):

To Intuit:
Intuit Inc.
2535 Garcia Ave
Mountain View, CA 94043
Attn: Intuit Resellers Director
Authorized_reseller@intuit.com

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

8.6 Survival. The provisions of this Agreement which, by their terms, require or contemplate performance by the parties after expiration or termination, or which reasonably ought to be understood to so require or contemplate, shall be enforceable notwithstanding any expiration or termination.

8.7 Entire Agreement. This Agreement, including the Member Guide, constitutes the entire agreement between AUTHORIZED RESELLER and Intuit with regard to the subject matter hereof. The terms and conditions of this Agreement shall supersede any previous agreements between the parties with respect to the subject matter hereof, and any terms and conditions printed or written on any purchase order issued by AUTHORIZED RESELLER.

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

8.9 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.

8.10 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, County of Santa Clara.

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

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

8.13 Force Majeure. Neither party hereto shall be liable for the failure to perform any of its obligations under this Agreement, with the exception of AUTHORIZED RESELLER'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.

8.14 Compliance with Laws. AUTHORIZED RESELLER agrees, represents, and warrants that it and its agents, subcontractors, and employees 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. AUTHORIZED RESELLER also agrees to indemnify and hold harmless Intuit from and against all claims that may be sustained by Intuit from AUTHORIZED RESELLER's failure to comply with such laws, ordinances, and the like.

8.15 Review by Legal Counsel. Each party has had the opportunity to review this Agreement with the assistance of legal counsel. Any rule of construction construed the Agreement against the drafting party shall not apply.

8.16 No Export. AUTHORIZED RESELLER shall not export directly or indirectly any Intuit Product outside the United States.

May 2012