

## **INTUIT® QUICKBOOKS SOLUTIONS PROVIDER PROGRAM AGREEMENT**

This QuickBooks Solution Provider Program Agreement (the "Agreement") sets forth the terms and conditions of the QuickBooks Solution Provider Program (the "QSP Program") of INTUIT INC., for itself and on behalf of its Affiliates (as defined below) (collectively, "Intuit"). The Agreement includes the Terms and Conditions attached hereto as Exhibit A.

BY CLICKING ON THE "ACCEPT" BUTTON AT THE END OF THE AGREEMENT ACCEPTANCE FORM IN THE QUICKBOOKS SOLUTION PROVIDER PORTAL, OR BY ACCEPTING VIA SOME OTHER MEANS PROVIDED BY INTUIT, 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," "QUICKBOOKS SOLUTION PROVIDER," "QSP," OR "PARTICIPANT" AGREE(S) TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOUR PARTICIPATION IN THE QSP PROGRAM MAY BE AT ANY ONE OF THE LEVELS DESCRIBED IN THE MEMBER GUIDE MADE AVAILABLE TO YOU BY INTUIT AS MORE FULLY DESCRIBED BELOW ("MEMBER GUIDE") WITH THE FOLLOWING TERMS AS APPLICABLE. PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE ACCEPTING ITS TERMS.

This Agreement will supersede and replace any prior Intuit Reseller Program (IRP) Agreement, QuickBooks Enterprise Solution Provider Agreement, QuickBooks Retail Solution Provider (RSP) 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. QSP 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 (unless such other territory is authorized by Intuit via a duly executed amendment to this Agreement).

Therefore, Intuit and QSP hereby agree to the QuickBooks Solution Provider Program terms and conditions as described in this Agreement, which incorporates the terms and conditions and the Member Guide. The Member Guide contains integral parts of this Agreement and is posted in the password-protected, QuickBooks Solution Provider Resource Center ("Resource Center"). The Member Guide includes, but is not limited to, the following information:

- Solution Provider Criteria - Product and Pricing Descriptions
- Membership Fees & Entitlements - Compensation Plan
- Advertising & Marketing Guidelines

## **EXHIBIT A**

### **INTUIT INC.**

#### **QUICKBOOKS SOLUTION PROVIDER PROGRAM TERMS AND CONDITIONS**

**1. PROGRAM DESCRIPTION.** An overview and description of the QuickBooks Solution Provider Program (“QSP Program”) is set forth in a member guide (“Member Guide”) which is made available by Intuit to the QuickBooks Solution Provider (“QSP”). The QSP Program is governed by the Terms and Conditions set forth below.

#### **2. LICENSE GRANT; DISTRIBUTION OF PRODUCTS.**

##### **2.1 QSP Program Participation; License to Distribute Software; Right to Sell Licenses to Desktop Products.**

Intuit grants QSP a non-exclusive, non-transferable right and license to obtain and distribute Intuit Products, licenses, and accompanying authorized media (if any) to customers in the United States (unless such other territory is authorized by Intuit *in writing*), only in accordance with the terms and conditions of the Agreement, these Terms and Conditions, including without limitation, the Member Guide and applicable end user license agreements (“EULAs”) for the Intuit Products. 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 desktop software (which EULA(s) are hereby incorporated into this Agreement by reference) (collectively the “Documentation”); or (ii) additional Intuit branded physical or tangible products which are made available to QSP under the Agreement. Notwithstanding anything to the contrary contained herein, QSP agrees that the distribution of those Intuit Products consisting of desktop 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 QSP or end users acquire any ownership rights in Intuit Products.

**2.2 Restrictions on Use.** QSP 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 Products 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, QSP understands and agrees that the distribution license Intuit provides hereunder authorizes QSP to offer 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 QSP Affiliates.** Affiliates of QSP may not offer Intuit Products unless the Affiliate Addendum attached as Exhibit B is executed and Intuit provides written approval such Affiliate’s participation in the QSP

Program. "Affiliate(s)" means all enterprise members, companies and subsidiaries that directly or indirectly control or are controlled by a party to this Agreement, or are under common control with such party. As used in this Agreement, control means equity ownership of fifty percent (50%) or greater interest in the voting shares held by an entity.

2.4 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 QSP, QSP's only recourse is to terminate this Agreement. QSP's continued participation in the QSP Program following Intuit's posting of a revised or new agreement or Member Guide will constitute binding acceptance of the modification.

2.5 No Federal Government Sales. QSP is not authorized to market, quote, sell, license, lease, resell, distribute, or give any Intuit Product to a U.S. federal government agency, office, or other federal government entity, or to a state or local government entity which is using federal funds for the purchase and to which purchase federal contractual obligations apply.

### **3. PRICING.**

3.1 Prices. Intuit will supply Intuit Products to QSP at the then-current Product Pricing, as referenced in the online portal website, or which may be provided by other means, depending on your level of participation in the QSP Program. Intuit is free to unilaterally determine the prices at which it offers Intuit Products to its end user customers unless otherwise agreed between Intuit and QSP in writing.

3.2 Taxes. All prices hereunder are exclusive of taxes.

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

### **4. ORDERS AND DELIVERY.**

4.1 Delivery and Freight. Intuit shall determine the method of Intuit Product delivery in its sole discretion. Software may be delivered by disc or tangible media, distributed through electronic means, or made accessible from the Web. Intuit shall make reasonable efforts to deliver Intuit Products to QSP within ten (10) days of the date of QSP's order. Physical Products shall be shipped F.O.B. Intuit. Intuit shall have no liability to QSP or any third party for any damages, be they direct, consequential, special or otherwise, for failure to deliver the Intuit Products or for any delay in such delivery.

4.2 Title, Risk of Loss or Damage. For the purposes of risk of loss and damage only, QSP takes title and assumes all risk of loss or damage to physical Products, any storage media, and packaging containing physical Products and un-activated licenses, 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 Intuit Products to QSP 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 to carrier. QSP shall be responsible for insurance costs and for filing lost or damaged shipment claims. In the case of Intuit software that is delivered electronically or made accessible from the Web, title and risk of damages shall pass to QSP immediately when Intuit posts, sends, or makes such Intuit software available online.

### **5. PAYMENT TERMS.**

5.1 Product Payments. Payment to Intuit by QSP shall be made in U.S. dollars by credit card or electronic check only. The total amount due will be invoiced upon shipment of the Intuit Product. Immediate

payment via credit card or electronic check is payable upon order with shipment pending receipt of such payment. Alternatively, upon Intuit approved credit, net 45 terms will be extended at the time of shipment. QSP agrees that no deductions of any kind may be made unless approved in writing by an authorized representative of Intuit.

5.2 Non-Product Payments. Any amount owed by QSP to Intuit under this Agreement other than as set forth in Section 5.1 shall be made in U.S. dollars and payable immediately upon receipt of invoice.

5.3 Credit. Intuit reserves the right to change QSP credit terms at any time based on changes in credit record or payment history. Intuit may impose a late fee upon QSP 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 QSP agrees to pay all collection costs incurred by Intuit, including court costs, reasonable attorney's fees and any labor costs.

**6. AUDITS AND RECONCILIATION**. QSP agrees to maintain adequate books and records relating to the licensing and distribution of Intuit Products. Such books and records shall be made available at QSP's place of business for inspection, and subject to audit at Intuit's expense, by Intuit or its representative, for the purpose of determining whether QSP has complied with the terms of this Agreement and applicable law. Intuit shall have the right to conduct such an audit upon ten (10) days advance notice. QSP agrees to participate in such audits on a regular basis (however, in no case more than once every ninety (90) days for an initial audit). If an audit reveals that QSP has underpaid any amounts owing to Intuit, QSP will immediately remit to Intuit the amount of such underpayment plus interest in accordance with the provisions of Section 5. If an audit reveals an underpayment of more than 5% of the total amounts due for the audit period, then in addition to immediately paying Intuit such past due amounts plus interest, QSP shall 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.

## **7. PRODUCT RETURNS.**

7.1 Return Obligation. QSP agrees to accept the return of any Intuit Product from an end user due to the end user's failure to agree to the terms of the EULA accompanying such Product or pursuant to any Intuit Product Satisfaction Guarantee, as described in such EULA or elsewhere. QSP may, at QSP's sole cost and expense, return current version license and media (if any) of such Products to Intuit or to Intuit's designated agent for credit, provided QSP 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 QSP at QSP's sole liability and expense. Subject to the foregoing, Intuit will issue credit to QSP for the return of (i) "Sealed Box" Product where Sealed Box Product means Product returned in its original packaging, unopened and in undamaged and unused condition; or (ii) "Open Box" Product where Open Box Product means Product returned due to a defect or the failure of an end user to accept the EULA accompanying the Product; or (iii) discontinued Product returned to Intuit no later than ninety (90) days following the "Effective Date of Discontinuation." QSP agrees to ensure, to the best of its ability, that such end user has ceased all use of the Intuit Product and uninstalled the Intuit Product from all devices, all in accordance with the Product's EULA. 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.

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

## **8. 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 Intuit 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 periods shall be deemed to be waived, notwithstanding any different or contrary period of time set forth in the substantive law or statute(s) of limitation that would otherwise apply to such a transaction.

## **9. LICENSING AND RESALE CRITERIA; RESALE CERTIFICATE; CONDUCT OF BUSINESS; RIGHT TO INSPECT; IDEA SUBMISSIONS; AUTHORIZATION.**

9.1 Criteria for Intuit Software Licensing and Resale of Desktop or Tangible Products. QSP agrees that when licensing Intuit software or reselling accompanying media or other tangible products, it shall comply with the following terms and conditions:

9.1.1 Installation within fifteen (15) Days. QSP agrees and shall ensure that all Intuit software under the QSP Program is installed at an end user site within thirty (30) days from the date that it is delivered to QSP by disc or tangible media, distributed through electronic means, or made accessible from the Web. If customer is unable to accommodate product installation within fifteen (15) days, QSP must notify customer that the start date for any Intuit support or professional services plan begins on the software order date.

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

9.1.3 Tracking. Upon request by Intuit, QSP shall provide Intuit with a copy of the dated receipt for each of QSP distributions of Intuit Products to customers itemizing and specifying the price at which Intuit the Products were licensed or distributed.

9.2 Resale Certificate. In compliance with sales and use tax laws, QSP shall provide Intuit with a signed resale certificate with (i) QSP's State Sales Tax Permit Number to certify that all Product has been acquired for resale of licenses to end users and (ii) QSP ship-to address.

9.3 Conduct of Business. QSP agrees:

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

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

9.3.3 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);

9.3.4 Not engage in deceptive, misleading or unethical practices;

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

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

9.3.7 To use best efforts to resolve any complaints or disputes with end users regarding QSP's services under the QSP Program in a fair and timely manner. QSP agrees not to use or display any materials or content on QSP's Website(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.

9.4 Right to Inspect. Intuit shall have the right to inspect QSP's records related to the provision of support and services under this Agreement, QSP's business premises, and all QSP Program-related material in order to ensure QSP's full compliance with the terms and conditions of this Agreement. Upon reasonable notice from Intuit QSP shall cooperate fully and shall provide Intuit prompt access to all requested materials and to QSP's business premises in order to allow Intuit to exercise its right to inspect. Upon request by Intuit, QuickBooks Solutions Provider shall provide governmentally issued identification and/or business registration information, as applicable, for QuickBooks Solutions provider and any of its Affiliates, agents, subcontractors, and employees involved in the performance of this Agreement.

9.5 Idea Submissions. By submitting ideas, suggestions, proposed business plans or any other material to Intuit regarding the Intuit Products or any related processes, services, plans, documentation or other Intuit owned materials, QSP agrees that Intuit will treat such submissions as non-confidential, that Intuit can use such submissions and any or all of the information contained therein without compensation to QSP 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 QSP.

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

## **10. TERM AND TERMINATION.**

10.1 Term. Unless terminated earlier as provided herein, this Agreement shall have an initial term beginning upon the acceptance as indicated by click of the "ACCEPT" button or other Intuit approved means (the "Effective Date") and ending the July 31 immediately following. The Agreement shall be automatically renewed on August 1 of each year for successive one-year terms provided that QSP is in full compliance with the terms of the Agreement and provides to Intuit all requested updates to the Intuit Solution Provider documentation, as described in the Member Guide, that Intuit requests.

### **10.2 Termination.**

10.2.1 Intuit may terminate this Agreement immediately and without further notice in the event that: (i) QSP fails to perform any of 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 QSP does not meet the QSP Program criteria for participants; or (iii) any conduct or proposed conduct of QSP exposes or threatens to expose Intuit to any liability or obligation, including any obligation under federal, state or local law.

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

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

## **11. THIRD PARTY PRODUCTS AND SERVICES; INDEMNIFICATION; DISCLAIMERS; LIMITATIONS OF LIABILITY.**

**11.1 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 Intuit Products and this QSP Program (“Third Party Products and/or Services”). QSP is responsible for reviewing, understanding and complying with the terms and conditions governing any Third Party Products and/or Services, and QSP’s purchase and/or use of any Third Party Products and/or Services indicates acceptance of such terms and conditions. QSP 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 QSP’s use thereof.

**11.2 Indemnification of QSP.** Intuit agrees that, if notified promptly in writing and given sole control of the defense and all related settlement negotiations, and if QSP provides full cooperation and assistance as requested by Intuit, it will indemnify, defend, save and hold harmless QSP against any third party claim solely to the extent based on an allegation that an Intuit 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 Intuit Products in QSP’s inventory become, or in Intuit’s opinion are likely to become, the subject of such a claim, QSP agrees to permit Intuit, at Intuit’s option and expense, to either (i) procure the right for QSP to continue marketing and selling such Intuit Products; (ii) replace or modify the Intuit Products so that they become non-infringing, or (iii) accept the return of the Intuit Products from QSP for the amount QSP paid for the Product licenses, less any discounts or credits previously given. Intuit shall not be liable to QSP for any claim arising from or based upon the combination, operation or use of any Intuit Product with equipment, data or programming not supplied by Intuit, or arising from any alteration or modification of the Intuit Products. Intuit shall have no indemnification obligations to QSP beyond those stated in this Section 11.2.

**11.3 Indemnification of Intuit.** QSP agrees that except as set forth immediately above, Intuit shall have no liability to QSP or any of QSP’s clients, and that QSP 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 out of or relating to QSP’s performance under this Agreement or the provision of its professional services. In the event Intuit seeks indemnification from QSP under this section 11.3, Intuit will promptly notify QSP 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 QSP shall be subject to QSP’s prior written approval, which will not be unreasonably withheld. QSP 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 QSP 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.

**11.4 Disclaimers.** Although under certain circumstances and with proof of purchase from the end user, QSP may return Intuit Products claimed to be defective, Intuit makes no representations or warranties of any kind with respect to the QSP Program and any Products, and the QSP Program and Products are provided to “as is.” EXCEPT AS PROVIDED IN THE PRODUCT END USER LICENSE AGREEMENT(S) OR TERMS OF SERVICE, INTUIT HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE QSP 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 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.

**11.5 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 QSP 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 QUICKBOOKS SOLUTIONS PROVIDER 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 QUICKBOOKS SOLUTIONS PROVIDER. 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.

## **12. TRADEMARKS, TRADE NAMES AND COPYRIGHTS.**

QSP will ensure that all advertising, marketing, promotional, Web and trade show materials conform to the requirements set forth in this Section 12 ("Trademark Usage Guidelines") so that customers (a) have a clear and accurate understanding as to the relationship between QSP and Intuit and (b) receive clear and consistent marketing messages about Intuit Products. By carefully following the requirements set forth below, QSP will properly use Intuit trademarks while promoting the effectiveness of QSP selling efforts.

12.1 During the term of this Agreement, Intuit hereby grants to licensee the limited, non-exclusive, revocable right and license to display the trademarks and logos (the "Intuit Marks") and Intuit Images that Intuit supplies to QSP for the Intuit Products, solely for the purpose of, and in direct connection with, QSP'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 must be approved in writing by Intuit in advance if requested by Intuit. QSP use of such trademarks will be in accordance with Intuit's policies in effect, which may change from time to time.

12.2 QSP 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 requested to be so included by Intuit from time to time. QSP agrees not to alter, erase, deface or obscure any such notice on any materials provided by Intuit.

12.3 QSP acknowledges it has paid no consideration for the use of the Intuit Marks or Intuit Images, and nothing contained in this Agreement will give QSP any right or interest in any of the Intuit Marks or Intuit images, except the limited rights to display them in connection with distribution of Intuit Products, solely during the Term, as set forth in this Agreement. QSP 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, QSP agrees that it will not adopt, use or register any mark, logo, trade name, company name, domain name, screen name or other source indicator containing the words, acronyms or prefixes "intuit," "intuit," "tuit," "quick," "quickbooks," "qb," "turbo," "proadvisor," "gopay," or "gopayment." QSP further agrees not to attach any additional trademarks, logos, trade designations or other legends to any Product without the prior written consent of Intuit. QSP 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 QSP's own source identifiers, or in a way that might create confusion with the Intuit Marks or Intuit owned names, is prohibited.

12.4 Upon expiration or termination of this Agreement, QSP will immediately cease all display, advertising and use of all Intuit Marks, Intuit Images and other Intuit-owned 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 Intuit Marks, Intuit Images and other Intuit-owned designations associated with any Intuit Product.

12.5 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 this Agreement and your participation in the QSP Program. QSP 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. QSP agrees to notify Intuit immediately in writing of any breach of Intuit's intellectual property rights that comes to QSP's attention.

12.6 Use only Intuit provided Product Box Shot Images ("Intuit Images"). QSP may use the Intuit Images solely in connection with QSP's advertisement, promotion, sale, licensing, and distribution of the Intuit Products. When reproducing the Intuit Images, the only modification QSP is 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 Websites, the Intuit Images must appear in their original colors as supplied by Intuit.

12.7 Correctly Promote Your Membership in the QSP Program. Upon your acceptance into the QSP Program, Intuit encourages you to inform your current and prospective clients/customers of your membership in the QSP Program, in accordance with the Agreement and all the Trademark Guidelines listed herein. You can convey this information in your advertising, promotional materials, detailed brochures, sales materials and Websites that are approved in advance by Intuit ("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 Partner," or any other description other than one of the following statements in your Approved Materials:

"Member: Intuit® QuickBooks Solution Provider Program"; or

"Member of the QuickBooks Solution Provider Program"; or

"QuickBooks Solution Provider Program Participant"; or

"Intuit® Solution Provider"

12.8 No Use in Direct Business Source Identifiers. As stated in 12.3 above, QSP agrees that Intuit Marks, and other Intuit-owned names or logos cannot be used in QSP's own company name or in direct business source identifiers such as company names, website domains, email address, stationery, business cards, company signs, screen names or company Web site titles. These items identify the name of QSP's own business and, thus, the source of its products or services. In order to avoid any possible confusion with regard to the source of QSP's services, or Intuit's or another party's products, QSP hereby agrees that any use of Intuit's Marks or other Intuit-owned names and logos in QSP's own source identifiers is prohibited. However, Intuit does not object to the membership statements in 12.7 above being used by members in good standing, in plain text, together with any QSP designation logo(s) supplied by Intuit, on business cards, stationery and company Websites only, where QSP's own, distinct name and logo are also clearly and separately displayed.

All other uses of the Intuit Product names, QSP Program names or Intuit Marks on direct business source identifiers 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 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 QSP Program, for any such unfair uses or misuses in Intuit's sole discretion.

12.9 Representation as Independent Entity. No person or company except Intuit may hold itself out as "Intuit," or use the Intuit company name, trademark or logo as its own name, trademark or logo, under any circumstances.

12.10 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 must read as follows: "QuickBooks is a registered trademark of Intuit Inc."

12.11 Other Requirements and Restrictions on Use. Intuit may, from time to time, provide input about how and whether QSP's materials conform to these guidelines and to the brand character of Intuit Products. QSP may not state or imply that Intuit officially endorses or "authorizes" a particular QSP, nor that Intuit recommends any particular QSP over any other.

QSP is 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 QSP any right, title or interest in any Intuit-owned trademarks (except the limited display rights set forth herein). By agreeing to sell Intuit Products, QSP acknowledges Intuit's exclusive ownership of its trademarks, and any use by QSP of the Intuit Marks or any Intuit-owned marks will inure to the sole benefit of Intuit. QSP also acknowledges and agrees to the Guidelines set forth herein, and further agrees 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.

### **13. ADVERTISING AND MARKETING GUIDELINES.**

QSP must adhere to Trademark Usage Guidelines described in Section 12 of this Agreement in addition to the current published Advertising and Marketing Guidelines as referenced in the Member Guide.

### **14. LEADS.**

**14.1 Lead Process; Privacy Requirements.** Intuit, at its sole discretion, may provide Leads to QSP considered being in good standing, in accordance to the lead process and reporting guidelines described below. For purposes of the Agreement, the term "Leads" shall mean any entity about which Intuit provides QSP with any information that identifies such entity as being legitimately interested in Intuit Products. During the term of the Agreement, QSP shall not communicate in any fashion with any Lead, except in accordance with the procedures and guidelines set forth below. QSP 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. In addition, QSP agrees to comply at all times with the all applicable laws, rules and regulations relating to the collection and/or use of personally identifiable information, and to ensure such use is consistent with Intuit's privacy and security requirements located at <https://security.intuit.com/index.php/privacy>, which may be updated by Intuit from time to time. The current edition of Intuit's privacy and security requirements is available at the QSP Online web portal for QSP Program participants. Any third party individuals or companies hired by QSP to support its marketing and sales efforts will abide by the terms of this provision, and QSP will be responsible for any actions of any such an individual or company. Intuit may change the terms of the Lead process at any time in its sole discretion.

**14.2 Lead Distribution Methodology.** All Leads will be distributed by an Intuit designated representative based on QSP proximity to the Lead and specialized services required. Leads will be sent to designated contact only. Lead information provided to QSP will include (to the extent practicable): lead source, annual budget, timeframe, concurrent users, decision process, budget for software, software needs and reason for such needs, integrated solutions needed, and competitors.

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

**14.4 Contacting Leads.** QSP must make reasonable attempts to contact all Leads via telephone, in person, or by email within two (2) business days of receiving the Lead from Intuit. QSP must update Intuit Lead Management system of attempted contact within the same two (2) business days. If Intuit verifies that any Lead has not been contacted by QSP within such time frame, Intuit may reassign to another QSP or attempt to contact such Lead.

**14.5 Dead Leads.** If QSP's attempts to contact any Lead are not successful, QSP shall immediately return the Lead to Intuit and designate the Lead as "Closed: No Sale." All such "dead Leads" will be reviewed by Intuit and Intuit will determine (in its sole discretion) whether the Lead should be further considered.

**14.6 Intuit Right to Review and Reassign Leads.** Intuit will review QSP's attempts to contact Leads on a regular basis at its discretion. Intuit referred Leads that Intuit deems are not being adequately served by the QSP may be reassigned. QSP will be notified prior to Lead reassignment.

**14.7 Lead Reports** QSP will provide Lead information (described below) to Intuit within thirty (30) days of each Lead assignment and continue to provide updates to Intuit for each Lead on a monthly basis. Intuit

will monitor status for all QSP Leads on a monthly basis. Intuit may suspend future delivery of Leads to QSP and/or reassign Intuit referred Leads if Leads are not updated in the Intuit lead management system of record. QSP will be notified prior to Lead reassignment. Information to be provided shall include the following: (a) Results of sell cycles, such as: (1) Won by account, and reason client/customer chose Intuit Products (2) Lost by account, and reason prospect chose not to license Intuit Products (b) Working Leads or prospects, such as: (1) Date of contact by QSP (2) Lead accepted or rejected (3) Step in sales process where Lead has progressed (4) Estimated close date and confidence factor (5) Sales forecast.

**14.8 Lead Protection Program.** The Lead Protection Program (as defined and described in the Member Guide) is designed to compensate QSP which generate Leads or pursue Intuit-generated Leads that ultimately result in direct sales by Intuit. In order to be eligible for the Lead Protection Program, QSP must update the Lead record in the lead management database to include the Client Proposal (as defined in the Member Guide) prior to customer purchase through Intuit. Additionally, the QSP must notify Intuit of lost software sale for Intuit Lead within thirty (30) days of customer purchasing Intuit software. Upon proper and sufficient verification of the direct sale, Intuit will pay a percent of SKU standard list price as listed in the Member Guide.

## **15. GENERAL.**

**15.1 QSP in Good Standing.** QSP 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 QSP Program in the sole discretion of Intuit:

15.1.1 Meet applicable sales minimums as described in the Member Guide.

15.1.2 Maintain a minimum of one (1) named principal or employee who has been certified in the Intuit Reseller Certification Programs for each area of expertise in which the QSP specializes. Detailed descriptions of the certification program requirements are listed in the Member Guide.

15.1.3 Business Plans. Submission of Business Plans are a requirement of the QSP Program. Intuit may request that QSP submit an updated QSP business plan on an annual basis.

15.1.4 Customer Satisfaction. Intuit may establish minimum requirements for customers' satisfaction to be reasonably met by QuickBooks Solutions Providers. Satisfaction minimum requirements will be listed in the Member Guide.

15.1.5 Intuit Expertise. QSP shall demonstrate product expertise by: a) providing to Intuit at least four (4) references of customers the QSP has sold Intuit Products to, implemented, and now supports, and b) providing evidence of completion of the QSP Program certification requirements as described in the Member Guide within ninety (90) days of QSP Program enrollment.

15.1.6 QSP Pricing. In order to be eligible for QSP pricing, QSP must adhere to Intuit's current MAP (Minimum Advertised Price) policy requirements.

## **15.2 Compensation**

15.2.1 Rules and Guidelines. Orders shall be deemed eligible only where the orders are (i) for Intuit Products (ii) placed by QSP through an Intuit Channel Account Manager (or other Intuit approved method) and (iii) in the case of Intuit software, bundled with QSPs professional services. Orders placed by end-users directly with Intuit, such as those under the separate QuickBooks Affiliate Program, have a separate compensation schedule and are not eligible under this QSP Program.

15.2.2 Sales performance shall be measured on a monthly basis ("Reporting Period").

15.2.3 Unless otherwise provided by Intuit, eligible compensation payments will be made to QSP approximately thirty (30) days following the end of each month during the Term less any other fees or reductions for returns, or any amounts that Intuit is required by law to withhold.

15.2.4 Intuit has a 60-day return policy. QSP will be billed back for any commissions paid on orders from customers who return Intuit Products within and according to the Intuit Return Policy.

15.2.5 Revenue Share. Please refer to the current QSP Compensation Plan available in the Member Guide for all Intuit products and services eligible for revenue share and associated compensation rates.

15.2.6 Intuit Marketing Development Funds. Please refer to the current Intuit QuickBooks Solutions Provider Marketing Development Funds guidelines available in the Member Guide for eligibility.

15.3 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 of Intuit 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. QSP agrees to return to Intuit immediately upon Intuit's written request any confidential information it has received in writing or in other tangible form and acknowledges that the unauthorized disclosure or use of Intuit confidential information will cause irreparable harm to Intuit, and that accordingly, 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.

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

15.5 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 will be sent to the persons and addresses provided above unless otherwise specified immediately below (unless changed by notice as provided hereunder):

To QSP: To the authorized name and address provided by QuickBooks Solutions Provider.

To Intuit:

Intuit Inc.  
2535 Garcia Ave  
Mountain View, CA 94043  
Attn: Intuit QuickBooks Solution Provider Director  
premier\_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

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

15.7 Entire Agreement. This Agreement, including the Member Guide, constitutes the entire agreement between QSP 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 Intuit or QuickBooks Solutions Provider.

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

15.9 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.

15.10 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.

15.11 Independent Relationship. Nothing contained herein shall be deemed or construed as creating a joint venture or partnership between Intuit and QSP. Neither Intuit nor QSP 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.

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

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

15.14 Compliance with Laws. QSP agrees, and 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. QSP also agrees to indemnify and hold Intuit harmless from and against all claims that may be sustained by Intuit from QSP's failure to comply with the aforementioned federal, state, county and local laws, ordinances, regulations and codes. QSP agrees to cause its agents and subcontractors to comply with the provisions of this section to the extent QSP uses agents and subcontractors to perform any of its duties, responsibilities or obligations under this Agreement.

15.15. Anti-Corruption Laws. QSP agrees to fully comply with the provisions of the United States Foreign Corrupt Practices Act of 1977, as amended ("FCPA") and all other applicable national, state, provincial, municipal, and other laws, treaties, rules, regulations, orders, and decrees in effect from time to time pertaining to the prohibition of corruption, bribery and the offering of inducements to public, semi-public, or government officials, or to individuals or private sector commercial organizations. Without limiting the generality of the foregoing, QSP represents and warrants that it has not and shall not at any time during the Term of the Agreement pay, offer, or promise to pay, or authorize the payment, directly or indirectly, through third persons or otherwise, of any monies or anything of value to any government official (for purposes of this Agreement this term is defined to include any officer or employee of a government or any department, agency or instrumentality thereof, or any public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency or instrumentality or for or on behalf of any such public international organization), or to any individual or private sector commercial organization, or to any political party, official thereof or candidate for political office, of any country, for the purpose of: (1) influencing any official act or decision by such official, person or party, or (2) inducing such official, person or party to perform or omit any act in violation of his or its lawful duty, or (3) to secure any improper advantage, or (4) inducing such official, person or party to use his or its influence with a government or any of its agencies or instrumentalities to affect or influence any act or decision of such government or agency or instrumentality in order to obtain, retain or direct business for, with or to any person or entity, or (5) influencing the person or private sector commercial organization to improperly perform any function in breach of any duty of good faith or trust. Further, QSP agrees to maintain complete and accurate books and records for compliance with this Section 15.15. QSP will immediately report to Intuit any information concerning a suspected violation by Intuit or any of its personnel or any other person in connection with this Agreement of any applicable Laws. QSP represents and warrants that, except as it has already disclosed to Intuit in writing, at all times, none of its principals, managers, directors, officers, employees, partners, and agents are or will be an official or employee of any government department, entity, instrumentality, or government-owned corporation, nor of any political party, nor are any of them a political candidate.

15.16 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.

15.17 No Export. QSP shall not export directly or indirectly any Intuit Product outside the United States unless otherwise authorized by Intuit.

15.18 Supplemental Terms for Specific Products or Services. The terms of this Agreement, in addition to the supplemental terms identified below, apply to the applicable product or service as named.

## **16. INTUIT PAYMENT SOLUTIONS.**

As a participant in the QSP Program with respect to Intuit Payment Solutions, QSP agrees to the following additional terms and conditions.

16. QSP Responsibilities. QSP will promote and recommend Intuit Payment Solutions (“IPS”) services to prospective merchants that meet IPS’ current processing requirements. For purposes of this Agreement, such prospective merchants will be referenced as “Referred Merchants.” No minimum marketing activity is required of QSP. IPS Responsibilities: IPS will quote a bankcard discount rate, equipment fees, and other related fees to qualified merchants, and provide reasonable assistance to merchants in completing merchant application and agreement forms. IPS will respond to customer leads promptly, with a goal of responding to customer leads within one (1) business day of the receipt of the lead. IPS will also apprise QuickBooks Solutions Provider of the status of the sales process for Referred Merchants through a monthly sales report. IPS will evaluate each Referred Merchant in accordance with IPS underwriting standards and has complete discretion over the acceptance or rejection of the Referred Merchant’s application. Similarly, IPS acting in its sole discretion may terminate or modify its agreement with any Referred Merchants at any time.

16.2 Fees & Costs. During the term of this Agreement, IPS may, but shall not be required to, pay QSP fees as set forth in the Member Guide, as the Member Guide may be amended from time to time in Intuit’s sole and absolute discretion. Each party will bear their own costs and expenses in performing under the Agreement.

16.3 Liability. IPS will contract directly with Referred Merchants for processing services and assumes all credit risk with respect to its relationship with Referred Merchants. IPS will independently and without reliance on QSP make its own credit analysis and decisions with respect to each prospective Referred Merchant based upon such documents and information it deems appropriate. QSP assumes no liability with respect to the authenticity, validity, accuracy or completeness of any document or instrument provided by any Referred Merchant. QSP will not be responsible for chargeback processing services or losses. QSP shall refrain from making any representation or warranty whatsoever concerning the nature of the Referred Merchant’s business or credit worthiness.

16.4 Non-Solicitation of Merchants. The parties agree that during the term of this Agreement and thereafter, without IPS’ prior written consent, QSP shall not permit or enable any of its employees, agents, subsidiaries, sales persons or any other person or entity to solicit or cause any Referred Merchant to terminate its service relationship with IPS.

17. **QUICKBOOKS PRO EDITION (PC AND MAC)**. Participants in the QSP Program may offer Intuit products and services on their own Websites and third party Websites in accordance with the terms of this Agreement and the Member Guide.

**Effective August 1, 2019**



## **EXHIBIT B**

### **FORM OF AFFILIATE ADDENDUM**

This Affiliate Addendum (“Addendum”) amends that certain QuickBooks Solution Provider Program Agreement entered into by INTUIT INC and \_\_\_\_\_ (“QuickBooks Solution Provider or QSP”) (“Agreement”) is made by and between \_\_\_\_\_, an Affiliate of QSP. Affiliate shall be permitted 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 (unless such other territory is authorized by Intuit via a duly executed amendment to this Addendum) pursuant to the terms set forth under the Agreement upon (i) the execution of this Affiliate Addendum and (ii) written approval by Intuit. All defined terms referenced herein have the same meaning ascribed to them in the Agreement.

1. Affiliate agrees to comply with all terms and conditions of the Agreement.
2. Affiliate shall only be permitted to participate in the QuickBooks Solution Provider Program upon provision of all information requested by Intuit, completion of any and all due diligence and screening(s) required by Intuit, and written approval. By Intuit of Affiliate’s participation in the QSP Program.
3. For the avoidance of doubt, QSP shall remain liable for all acts and omissions of its Affiliates regardless of the execution of this Affiliate Addendum by any Affiliate of QuickBooks Solution Provider.