

Software License and Services Agreement For QuickBooks 2007

1 Agreement Controls the Relationship

This Software License and Services Agreement (“Agreement”) sets forth all terms and conditions, obligations, responsibilities, liabilities and remedies as between (a) you and (b) Intuit Canada, a General Partnership, (“Intuit”) and the Representatives (defined in Section 11) in regards to your use of the Software. The Software may include setup assistance (“Setup Service” as defined below) and an Update Service (as defined below), to the extent set forth herein. The subscription option available to you if you obtain the Software directly from Intuit (as more fully described below) may also be referred to as the “Subscription.” By using the Software, you confirm that you (a) have read and understood this Agreement, (b) accept and agree to be bound by its terms and conditions, (c) acknowledge that this Agreement sets forth your exclusive remedies in respect of any claims you may have related to the Software, and (d) understand that this Agreement fully sets out the obligations and limitations of liabilities of Intuit, its licensors and the Representatives to you, notwithstanding any other prior or contemporaneous writing (including any related packaging or advertisements), promise, understanding, or oral representations made by any party, including Intuit.

The term “Software” is defined as the Intuit computer program with which this Agreement is included and any other programs, tools, internet-based services, components and any updates or maintenance releases of the Software that Intuit may provide to you or make available to you after the date you obtain your initial copy of the Software, unless accompanied by separate terms.

Registration of the Software with Intuit after the approximate amount of time specified in the Software/Subscription or in the materials accompanying the Software/Subscription and in accordance with Intuit’s then-current privacy policies is required. Your registration information must be accurate and complete and you must maintain and promptly update your registration data as necessary to keep it true, accurate, current and complete.

2 Rejection of Agreement

- 2.1 If you purchased a license to the Software and/or signed up to the Subscription (as more fully described in Section 3 below) but do not agree with or consent to be bound by the terms of this Agreement, you must (a) immediately discontinue all use of the Software and/or Subscription, related materials or documentation; (b) immediately delete from your computer all (including all parts) of the Software and/or Subscription, and destroy any and all copies made by you (or with your permission) of any portion of such software; and (c) within sixty (60) days of purchase, return to Intuit, all items provided to you as part of the Software plus documentation evidencing the date and amount you paid for your purchase of your edition of the Software at retail, or the Subscription (e.g. dated receipt, shipping invoice) to the address set forth in Section 13.3.
- 2.2 If you comply with the terms of Section 2.1, you shall receive a full refund of any monies you paid for the Software within 60 days of original purchase.
- 2.3 If the Software was pre-installed on your computer or CDs came packaged with your computer at no extra charge, and you do not agree with this Agreement, do not use the Software.

3 Services and Support

- 3.1** In exchange for your continued compliance with this Agreement, and any modification to this Agreement made by Intuit in accordance with Section 13.1, you shall have access to the Software/Subscription in accordance with the following provisions: (a) If you purchased the Subscription for the Software directly from Intuit, which generally means that you will be paying for your use of the Software on a monthly (or other periodic) basis, you shall receive as part of your basic Subscription, so long as Intuit is able to debit your credit card (defined in Section 6) for the current Subscription fees: (i) unlimited access to the features of the Software subscribed to by you; (ii) Additional Service, defined in Section 3.2. below; (iii) Update Service, defined below (which can include the Media Delivery Service, defined in Section 3.2 below, for a small additional fee); (iv) Support Service, defined in Section 3.2 below; and (v) Version Protection, defined in Section 3.2 below. You must subscribe to the Subscription for a minimum of one (1) year, with the Subscription fees payable monthly by you (or on a different time basis upon agreement between Intuit and you). After one (1) year: (x) the Subscription is cancelable by you in accordance with this Agreement, and (y) you are considered to have purchased your license to the Software, entitling you to the Update Service for so long as Intuit supports your release of the Software, even if you cancel your Subscription. (b) If you purchased your edition of the Software at retail or directly from Intuit (technically, purchase of a license to use the Software), you shall receive: (i) unlimited access to the features of the Software; (ii) Setup Service, defined below; (iii) Update Service, (which can include the Media Delivery Service, for a small additional fee), for so long as Intuit supports your release of your specific edition of the Software. As part of your purchase of the Software license or Subscription, you may also be provided with certain software that, subject to the terms of this Agreement, you may store on or access via your computer. Intuit's obligations under this Section 3.1 are contingent upon you installing all updates and error corrections within thirty (30) days of their being provided to you by Intuit (or its Representatives). Please see Section 6 for the duration of the Subscription as applicable to you.
- 3.2** Services. "Additional Service" is available only to purchasers of a Software license. (a) The Additional Service means the initial assistance made available by Intuit, through one (1) telephone call and via the quickbooks.ca website, to help you install the Software, set up your company file, begin to set up the accounting features, to start you successfully on your way with QuickBooks, for a period based on your needs. This single call must occur during a period not to exceed sixty (60) days from product registration. (b) Update Service, which is available to all Software license purchasers, means updates and error corrections made generally available to users of your specific edition of the Software, and at Intuit's sole discretion certain feature enhancements, but not including new releases of the software. (c) Media Delivery Service means your right to request delivery by mail of any updates and error corrections (and new releases, if you have purchased the Support Service) on CD-ROM. (d) Support Service means your unlimited access to consulting about the Software and technical support for so long as Intuit supports your release of the Software. Intuit reserves the right to limit the length of telephone calls made as part of the Support Service. (e) Version Protection means your right to new releases of the Software during any month (or other time period) in which you have paid for the Subscription. (The foregoing referred to collectively as the "Services").

- 3.3** As determined by Intuit in its sole discretion, the Software, Subscription and related services are provided (a) electronically via the internet and/or (b) via media (e.g. CD-ROM). You may be charged an additional fee if Intuit makes the Software and/or Subscription available (y) both electronically and via media and you chose media or (z) in different media forms and you chose the form which is identified as having an additional fee. It is your sole responsibility to establish and maintain adequate internet access in order to receive the Subscription (or services related to your acquisition of the Software, such as QuickBooks Payroll Subscription if applicable) and to maintain in good working order the computer on which you will access the Subscription.
- 3.4** Intuit may provide, in its sole discretion, technical support for the current release/version of the Software and the immediately preceding release/version for a period of six (6) months following the date the subsequent release/version is made generally available to Software/Subscription customers. You may access the price schedule for technical support by calling Intuit at 1-888-333-8580.
- 3.5** Whether you purchased the Subscription under Section 3.1(a) or your license to the Software under Section 3.1(b), you may obtain a monthly or annual subscription to the QuickBooks Payroll Service at any time by calling Intuit at 1-888-333-8580, or going to the QuickBooks web site, www.quickbooks.ca. If you subscribe to the QuickBooks Payroll service, your use of such “Payroll Subscription” will be subject to this Agreement in accordance with Section 4.5 hereof.

4 License Grants

- 4.1 SINGLE-USER LICENSE** You are granted a non-exclusive, limited license for one (1) individual to access the Software/Subscription on a single computer. You are permitted to make one (1) backup copy of the applicable Software as an archival copy. You may also use your backup copy to replace the applicable Software in the event the Software that was loaded on the original single computer is lost or is damaged and rendered unusable, however, your use of the replacement copy of the Software will be subject to the terms and conditions set forth in this Agreement. You may print one (1) copy of any online user documentation in relation to the Subscription and/or the Software.

4.2 MULTI-USERS LICENSE

- 4.2.1** If you want multiple users to have the ability to use the specific edition of the Software you have licensed, you are required to pay an additional license fee for each additional user, which will be subject to the same restrictions as the single user license. You may access the price schedule for additional user licenses by calling Intuit at 1-888-333-8580. By way of example only, if you have paid for five (5) user licenses for your specific edition of the Software, you are granted a limited non-exclusive license to (a) have up to five (5) individuals (who are your owners, employees, or contractors) access the Software/Subscription; (b) download the Software on up to five (5) computers which are owned and operated by and for your company and are used by up to five (5) individuals (who are your owners, employees, or contractors); (c) place a copy of your Software data file on a network to be accessed and used by such individuals; and (d) make up to four (4) additional copies of the printed materials provided to you by Intuit (if any) and/or print up to five (5) copies of any online user documentation in relation to the Software/Subscription for use by such individuals. You are responsible to ensure that any additional users (referred to above) comply with the terms of this license.

4.2.2 Subject to the number of licenses paid for by you and the terms of this Agreement, you may have up to five (5) individuals simultaneously use your specific edition of the Software. Use of the Software by more than five (5) users at the same time may result in the failure of the Software, performance degradation, errors and/or loss of data, and shall be considered a material breach of this Agreement.

4.3 QUICKBOOKS PRO TIMER LICENSE You may use the QuickBooks Pro Timer program on all computers used in your business.

4.4 TRIAL-USER LICENSE If you have signed up for a trial-user version of the Software/Subscription, you are granted a limited non-exclusive license to use the Software so that one (1) individual may access the Software/Subscription on a single computer located within the geographic boundaries of Canada (except that use is permitted outside of Canada only during temporary travel abroad). You may print one (1) copy of any online user documentation in relation to the Subscription and/or the Software, however, you cannot make multiple copies of any online user documentation or printed materials that accompany the Software (if any). Your trial-user license for QuickBooks EasyStart, Pro, and Premier Editions, is only valid for approximately thirty (30) days of the Software/Subscription, or as otherwise may be specified on the packaging or as identified when you signed up for the trial-user version of the Software. You understand that upon the expiration of your trial user license, you must purchase a license to the Software or sign up for the Subscription if you seek their continued use, in the absence of which, you may not be able to use/access the Software or any data you entered into the Software. **BY YOUR USE OF THE TRIAL VERSION OF THE SOFTWARE YOU UNDERSTAND AND AGREE THAT AFTER THE APPROXIMATE AMOUNT OF TIME SPECIFIED IN THE SOFTWARE OR IN THE MATERIALS ACCOMPANYING THE SOFTWARE, YOU MAY NOT BE ABLE TO CONTINUE TO ACCESS AND/OR USE THE SOFTWARE OR ANY DATA YOU HAVE ENTERED INTO SUCH SOFTWARE UNLESS YOU PURCHASE THE APPROPRIATE FULL VERSION OF THE SOFTWARE OR SIGN UP FOR A SUBSCRIPTION.**

4.5 QUICKBOOKS PAYROLL SUBSCRIPTION If you subscribe to the Payroll Subscription, then your use of the Payroll Subscription shall be subject to this Agreement in accordance with this section (and to any other terms and conditions that accompany the Payroll Subscription itself).

4.5.1 For a subscriber to the Payroll Subscription, any reference to the “Subscription” herein shall be deemed to also include the Payroll Subscription, except that the references to the “Subscription” in Sections 3.1(a), 3.4, 4.1 and 4.2 shall not refer to the Payroll Subscription. You may access the price schedule for Payroll by calling Intuit at 1-888-333-8580.

4.5.2 Tax Tables may be made available, in Intuit’s sole discretion, to subscribers to Payroll Subscription. Intuit grants you a limited non-exclusive license to use the Tax Table and related documentation only in connection with Payroll Subscription. You may only use or install the Tax Table updates on the computer(s) licensed to access the Software under this Agreement.

4.5.3 The following actions also would be considered violations of this Agreement under Section 5.3 hereof: (a) distributing copies of the Payroll Subscription to entities or persons that have not purchased a license to the Payroll Subscription from Intuit, or (b) permitting others to access the Payroll Subscription for their own purpose.

4.5.4 Intuit warrants that the Tax Table, if made available by Intuit, will operate substantially as described in the related documentation. The Tax Table is designed to provide you with information and you understand and agree that Intuit is not engaged in rendering legal, accounting or other professional services. If legal advice or other expert assistance is required, you should seek the service of a competent professional. It is your responsibility to be knowledgeable of tax table changes that affect you and to ensure that you follow these changes by law. **YOU ASSUME FULL RESPONSIBILITY FOR YOUR SELECTION OF THE TAX TABLE TO ACHIEVE YOUR INTENDED PURPOSES, FOR THE PROPER INSTALLATION AND USE OF THE TAX TABLE AND FOR VERIFYING THE RESULTS OBTAINED FROM USE OF THE TAX TABLES. INTUIT AND ITS SUPPLIERS DISCLAIM ANY WARRANTY OR CONDITION THAT THE FUNCTIONS CONTAINED IN THE TAX TABLE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE TAX TABLES WILL BE UNINTERRUPTED OR ERROR FREE.**

4.5.5 The Payroll Subscription may contain dated information. In using the Payroll Subscription, you understand that it may not include all the information or the most current information relevant to your particular needs or situation.

5 License Restrictions, Reservation of Rights and Ownership

- 5.1** The Software and Subscription contain Intuit trade secrets. You may not disclose such trade secrets or decompile, reverse engineer, disassemble, or otherwise reduce the Software to human-perceivable form.
- 5.2** You may not modify, adapt, translate, rent, sublicense (including offering the Software or Subscription to third parties on an applications service provider or time-sharing basis), assign (except as permitted under Section 5.4), lend, resell for profit, distribute, or network any portion of the Subscription, the Software, CD(s), or related materials, or create derivative works based thereon or any part thereof.
- 5.3** The Subscription and any Software and materials provided to you are protected by Canadian and other copyright laws and international treaties. Unless expressly permitted under your applicable license grant in Section 4.1, 4.2, or 4.5, any of the following actions by you, among others, would be considered violations of this Agreement:
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 - b** Making additional copies or duplicating any aspect of the Software/Subscription, by any means, including electronic transmission;
 - c** Copying any portion of the printed materials, if any, accompanying the Software, or printing multiple copies of any user documentation; or
 - d** Installing the Software on computers used by individuals who do not have license grants under the Software or Subscription.

- 5.4** Subject to Intuit's approval, in its sole discretion, you may only transfer/assign your right(s) in and to your edition of the Software to a third party, or sell the computer on which the Software is installed to a third party, provided that, within fifteen (15) days of the transfer/assignment to that third party, (a) you notify Intuit of the transfer/assignment and complete any transfer forms required by Intuit, (b) the third party enters into the most current version of the Agreement for the specific edition of the Software or Subscription as provided by Intuit; and (c) the third party provides Intuit with complete payment information, as deemed acceptable by Intuit, for purposes of paying the applicable fee(s) and all other fees which might be due and owing in connection with your prior use of the Subscription. If you transfer/assign your rights to your edition of the Software to any third party, you may not keep a copy of such software or any related materials/documentation for yourself.
- 5.5** If you purchased a license for QuickBooks Premier 2007: Accountant & Bookkeeper Edition software, and if you are a member of the QuickBooks ProAdvisor Program:
- a** Your use of the QuickBooks Premier: Accountant & Bookkeeper Edition is conditional upon your being a member in good standing in the QuickBooks ProAdvisor Program. If you choose to leave the QuickBooks ProAdvisor Program or let your membership otherwise lapse, you may be denied access to all benefits of the QuickBooks ProAdvisor Program which includes the Payroll Subscription and any updates (access will be limited to viewing transaction data, viewing reports and printing historical data, known as Reduced Functionality Mode) which will not be reinstated until you rejoin the QuickBooks ProAdvisor Program and paying applicable administrative fees.
 - b** In addition to the terms, conditions and restrictions set forth in this Agreement, your membership guide to the QuickBooks ProAdvisor Program ("ProAdvisor's Guide") may set out additional terms, conditions and restrictions that apply to you. In the event that the terms of this Agreement are inconsistent with the ProAdvisor Guide, the terms of this Agreement shall control as to the QuickBooks Premier 2007 Accountant & Bookkeeper Edition software.
 - c** You may not assign/transfer your rights in and to the QuickBooks Premier: Accountant & Bookkeeper Edition software to any third party without Intuit's prior approval, which may be conditional upon the third party assignee/transferee agreeing to certain terms and conditions as determined by Intuit in its sole discretion.

5.6 FEEDBACK

Intuit may provide you with a mechanism to provide feedback, suggestions and ideas, if you choose, about its Software and Subscription ("Feedback"). You agree that Intuit may, in its sole discretion, use the Feedback you provide to Intuit in any way, including future modifications of the Software, multimedia works and/or advertising and promotional materials relating thereto. You hereby grant Intuit a perpetual, worldwide, fully transferable, non-revocable, royalty free license to use, modify, create derivative works from, distribute and display any information you provide to Intuit in the Feedback.

6 Payment for the Subscription

6.1 If you obtained the Software directly from Intuit, whether via quickbooks.ca or telephone, the fees and terms of payment for use of the Subscription are:

6.1.1 Once every calendar month (or other time period as mutually agreed upon by you and Intuit) (“Subscription Period”), you authorize Intuit to debit your bank account or charge to your “credit card” identified by you, a fee (plus any and all applicable taxes) for access to the Subscription (“Subscription Fee”). “Credit card” means bank issued credit cards, debit cards, electronic funds transfers, or such other means of payment as deemed acceptable by Intuit in its sole discretion. Any other fees owed by you under this Agreement will be debited to your bank account or charged to your credit card at the time such fees are due. Every twelve (12) months from the date you first subscribe to the Subscription and every subsequent twelve (12) month period starting on the anniversary date of your subscription shall be a “Subscription Year”. You must have a valid credit card or sufficient funds in a Canadian chequing or savings account to cover any and all electronic debits of the Subscription Fees during the Subscription Year.

6.1.2 The current Subscription Fee per Subscription Period (which for purposes of this Section 6.1.2 shall be a calendar month (or other agreed time period)) for each edition of the Subscription, based upon the number of user licenses, can be accessed by calling Intuit at 1-888-333-8580. Intuit may modify the Subscription Fee at any time by providing notice in the manner set forth in Section 13.1 at least sixty (60) days before the modified rate takes effect. Unless you cancel the Subscription under Section 2 or 8, all Subscription Fees paid by you are non-refundable.

6.1.3 It is your sole responsibility to ensure that Intuit has your valid and current bank account or credit card information to ensure prompt payment. You agree to give Intuit immediate notice of anything that might impede payment, such as expiration of the card, replacement of your card with another or your card being at or over your credit limit. If your credit card, or other form of payment, is declined, expired or the credit card issuer or financial institution otherwise denies payment, Intuit may continue to try to process your credit card payment and/or charge you an administrative fee. Further, if your account falls into arrears, you will be denied access to the Subscription, (except for Reduced Functionality Mode) which will not be reinstated until you pay all past due Subscription Fee(s), applicable administrative fees and, as determined by Intuit in its discretion, prepay the Subscription Fee(s) for up to twelve (12) months in advance. If you fail to keep your account current, Intuit may send your account to a collections agency.

6.2 Unless you cancel the Subscription under Section 2 or 8, all Subscription Fees paid by you are non-refundable.

7. Cancellation Policy

7.1 You may cancel your Subscription at any time by notifying Intuit of your cancellation in accordance with Section 13.2. Intuit will charge to your credit card all fees owed by you under this Agreement.

7.1.1 Your cancellation will be effective by the close of your applicable Subscription Period in which Intuit receives your cancellation notice, however, if Intuit receives your notice with less than ten (10) business days left in the then existing Subscription Period, your cancellation will take effect at the close of the following Subscription Period, which in no

event shall exceed one (1) calendar month. By way of example only, if your Subscription started on January 15, and Intuit received your notice of cancellation on October 20, your cancellation would be effective by November 15. If Intuit received your cancellation notice after November 5, your cancellation would be effective by December 15 and you would be required to pay for the Subscription Period which started on November 15.

7.2 If you have obtained a Subscription under Section 6.1, and you cancel your Subscription prior to the end of a Subscription Year, you may be subject to an early cancellation fee for Service rendered and Software provided to you (“Early Cancellation Fee”) in addition to any other fees and taxes owed by you under this Agreement. Current Early Cancellation Fees can be accessed by calling Intuit at 1-888-333-8580. To determine whether an Early Cancellation Fee may apply to your cancellation, please see as follows:

7.2.1 Cancellation During Initial Subscription Year: If you have obtained the Subscription under Section 6.1, and you cancel so that your cancellation is effective prior to the end of your initial Subscription Year, Intuit, subject to Section 2 and 8, will charge your credit card, and you agree to pay, the applicable Early Cancellation Fee.

7.2.2 Cancellation After the Initial Subscription Year: If you cancel so that your cancellation is effective prior to the end of any Subscription Year (not including the initial Subscription Year), Intuit will charge your credit card, and you agree to pay, the applicable Early Cancellation Fee.

7.2.3 Restrictions on Early Cancellation Fee: If your Software is QuickBooks Premier: Accountant & Bookkeeper Edition, and you are a member of the QuickBooks ProAdvisor Program, there is no Early Cancellation Fee. If you are not a member of the QuickBooks ProAdvisor Program, Early Cancellation Fees will apply as set forth in Sections 7.2.1 and 7.2.2. Moreover, as stated in, and subject to, Section 6.3, any Subscription Fees paid by you are nonrefundable.

7.3 Deactivation Code and Reduced Functionality Mode. Intuit may embed a deactivation code in the Software which, upon cancellation/termination of this Agreement or your failure to pay fees owed by you (if any) under this Agreement, may automatically bar your access to the Subscription and Services. Note that you may still be able to access historical data for reporting purposes.

8 60 Day Money Back Guarantee

In the event you determine that you are not satisfied with the Subscription/Software, whether obtained under Section 3.1(a) or (b) hereof, Intuit’s entire liability and your exclusive remedy shall be as follows: you may cancel your order for a full refund (minus applicable shipping, handling and support/service fees) if within sixty (60) days of purchasing the Software or first signing up for the Subscription you: (a) send to the address set forth in Section 13.3 the Software and all items provided to you as part of the Services, your notice of cancellation, and documentation evidencing the date and amount you paid for your Subscription, if you are subject to Section 6.1 above (e.g. dated receipt, shipping invoice); (b) delete any Software and documentation downloaded or loaded onto your computer; and (c) destroy any and all copies made by you (or with your permission) of any portion of the Software.

9 Limited Warranty

9.1 Intuit warrants that all CD(s) or other media (collectively, “CD(s)”) provided to you as part of the Software or in relation to the Subscription, when under normal use, shall be free from defects in material and workmanship for sixty (60) days from the date of shipment of the CD(s) to you. For CD(s) that do not operate as warranted, Intuit shall, at its option, repair/replace the CD(s) at no additional cost to you provided that you send Intuit a replacement request, the defective CD(s), and documentation evidencing the date and amount for which you subscribed to the Subscription (e.g., dated receipt, shipping invoice) under Section 3.1(a) or paid for the Software under Section 3.1(b), prior to the expiration of the sixty (60) day warranty period. If you identify a defect after the warranty period, Intuit may make a replacement CD(s) available if you send to Intuit: your replacement request, the defective CD(s), and a cheque made payable to “Intuit Canada” in the applicable amount plus applicable tax. You can access the cost for replacement disks by calling Intuit at 1-888-333-8580. For all orders shipped within Canada, please add all applicable provincial and local sales tax as well as tax on shipping and handling based on your shipping address. Any request for the replacement of defective CD(s) (with the items identified in this Section 9.1) must be sent to Intuit as set forth at Section 13.3.

9.2 SECTIONS 8 AND 9 SET FORTH INTUIT’S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDIES IN THE EVENT OF YOUR DISSATISFACTION WITH THE SUBSCRIPTION, THE SOFTWARE, DEFECTIVE DISKS OR APPLICABLE SETUP SERVICE, UPDATE SERVICE, TECHNICAL SUPPORT/SUPPORT SERVICE PROVIDED AS PART OF OR IN CONNECTION WITH THE SUBSCRIPTION OR THE SOFTWARE.

10 Limited Warranty and Disclaimers

EXCEPT AS PROVIDED IN SECTIONS 8 AND 9 AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE, THE SUBSCRIPTION SERVICE, ANY RELATED DOCUMENTATION, MATERIALS AND TECHNICAL SUPPORT OR RELATED SERVICES PROVIDED TO YOU IN CONNECTION WITH THE SOFTWARE ARE PROVIDED “AS-IS” AND YOU ACCEPT THE ENTIRE RISK AS TO THEIR QUALITY AND PERFORMANCE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INTUIT, ITS AFFILIATED COMPANIES, AND THEIR LICENSORS DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, REGARDING THE SOFTWARE, THE SUBSCRIPTION SERVICE, CD(S), RELATED DOCUMENTATION, AND OTHER MATERIALS AND TECHNICAL SUPPORT, INCLUDING THEIR FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, SECURITY, OR NONINFRINGEMENT. INTUIT DOES NOT WARRANT THAT THE SOFTWARE OR SERVICE SHALL PERFORM ERROR FREE OR WITHOUT INTERRUPTION, OR THAT THEY ARE FREE FROM BUGS, VIRUSES, ERRORS, OR OTHER PROGRAM LIMITATIONS, NOR DOES INTUIT WARRANT ACCESS TO THE INTERNET OR TO ANY OTHER SERVICE INCLUDING THIRD PARTY SERVICES TO WHICH YOU MAY CONNECT THROUGH THE SOFTWARE OR THE SUBSCRIPTION SERVICE, OR CONTINUED ACCESS TO THE TRIAL SOFTWARE OR TO THE DATA ENTERED INTO THE TRIAL SOFTWARE AFTER THE SPECIFIED NUMBER OF USES OR AMOUNT OF TIME IN THE MATERIALS ACCOMPANYING THE TRIAL SOFTWARE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY INTUIT AND ITS LICENSORS, THEIR RESPECTIVE EMPLOYEES, DISTRIBUTORS, DEALERS OR AGENTS SHALL INCREASE THE SCOPE OF THE ABOVE REPRESENTATIONS, WARRANTIES OR CONDITIONS, OR CREATE ANY NEW REPRESENTATIONS, WARRANTIES OR CONDITIONS IN CONNECTION WITH THE SOFTWARE OR THE SUBSCRIPTION SERVICE IN THIS AGREEMENT. INTUIT MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING ANY THIRD PARTY CONTENT, EVEN IF ACCESSED THROUGH THE SOFTWARE OR THE SUBSCRIPTION SERVICE BY MEANS OF A LINK OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY REPRESENTATIONS OR WARRANTIES REGARDING THE OWNERSHIP, ACCURACY OR FUNCTIONALITY OF SUCH CONTENT. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. IN THAT EVENT, TO THE EXTENT YOUR JURISDICTION PERMITS LIMITATIONS ON DURATION OF IMPLIED WARRANTIES, ANY IMPLIED REPRESENTATIONS,

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11 Limitation of Liability and Damages

11.1 THE ENTIRE AND SOLE LIABILITY OF INTUIT AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, PARTICIPATING FINANCIAL INSTITUTIONS, THIRD-PARTY CONTENT OR SERVICE PROVIDERS, DISTRIBUTORS, DEALERS OR SUPPLIERS ("REPRESENTATIVES") FOR ANY REASON SHALL BE LIMITED TO: (I) THE AMOUNT PAID BY YOU TO INTUIT OR ITS AUTHORIZED RESELLER FOR THE SOFTWARE DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE WHICH, AS DETERMINED BY A COURT OF COMPETENT JURISDICTION, YOU WERE HARMED BY THE SOFTWARE, OR (II) IF YOU OBTAINED THE SOFTWARE FROM ITS AUTHORIZED RESELLER UNDER SECTION 3.1(B) ABOVE, THE AMOUNT PAID BY YOU TO SUCH RESELLER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INTUIT AND ITS REPRESENTATIVES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS, TELECOMMUNICATIONS FAILURES, LOSS OF PROFITS OR INVESTMENT, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF INTUIT OR ITS REPRESENTATIVES 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. INTUIT'S AND ITS REPRESENTATIVES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES FROM ANY CAUSE WHATSOEVER WILL BE LIMITED TO: (I) THE AMOUNT PAID BY YOU FOR THE SIX (6) MONTHS OF THE SOFTWARE IMMEDIATELY PRECEDING THE DATE WHICH, AS DETERMINED BY A COURT OF COMPETENT JURISDICTION, YOU WERE HARMED BY YOUR USE OF THE SOFTWARE, OR (II) IF YOU OBTAINED THE SOFTWARE FROM ITS AUTHORIZED RESELLER UNDER SECTION 3.1(B) ABOVE, THE AMOUNT PAID BY YOU FOR THE SOFTWARE TO SUCH RESELLER. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION AND/OR EXCLUSION OF LIABILITY FOR CERTAIN CATEGORIES OF DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

11.2 These 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 Service and/or the Software without such limitations.

12 Banking and other Third Party Services

In connection with the promotion or your use of the Software and Subscription, you may be made aware of and have access to online banking, online investment statement download, and other services, products, offers and promotions provided by third parties (“Third Party Services”) and not by Intuit. If you decide to use such Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any of Third Party Services. You authorize Intuit to use and disclose your contact information, including name and address, for the purpose of making the Third Party Services you choose available to you. Your participation in such Third Party Services indicates your acceptance of such terms and conditions. You agree that the third party, and not Intuit, is responsible for the performance of the Third Party Services.

The Software and Third Party Services may contain or reference links to third party websites. Some of those links are provided as a convenience only. The inclusion of any link is not and does not necessarily imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by Intuit or its Suppliers (defined below) of any information contained in any third party website. In no event will Intuit or its Representatives be responsible for the information contained in such third party website or for your use of or inability to use such website. Access to any other website is at your own risk, and you should be aware that linked websites may contain terms and privacy policies that are different from those of Intuit and its Representatives. You may be billed for certain of these Third Party Services by your financial institution or other third party and not Intuit. Neither Intuit nor its Representatives are responsible for such provisions, and expressly disclaim any liability for them. You are responsible for providing, at your expense, any access to the Internet and any required equipment.

13 Termination and Amendment

13.1 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. Upon such termination, you must immediately cease using the Software, and delete or destroy all complete and partial copies of the Software, including all backup copies. Any termination of this Agreement shall not affect Intuit’s rights hereunder. Intuit shall have the right to change or add to the terms of its Agreement at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Software, Subscription or services (including but not limited to internet based services, pricing, technical support options, and other product-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 Software or on any Intuit sponsored web site, including www.quickbooks.ca.

If your Software is QuickBooks Premier: Accountant & Bookkeeper Edition, additional means of notification may apply to you, and you acknowledge and agree that notice provided by Intuit in accordance with this Section 13.1 and/or as set forth in the ProAdvisor Guide shall be valid.

13.2 Notification by You to Intuit: Any notification to be provided by you to Intuit under this Agreement must be made by one of the following means:

- a** a letter mailed to: Intuit Canada, P.O. Box 4182, Edmonton, Alberta, T6E 4T2; or
- b** a telephone call to 1-888-333-8580.

13.3 Address for Product Returns: All product returns under this Agreement must be sent via registered mail to: Intuit Canada, P.O. Box 4182, Edmonton, Alberta T6E 4T2.

13.4 Address for Contacting Intuit: If you have any questions concerning this Agreement, you may contact Intuit by writing to: Intuit Canada, P.O. Box 4182, Edmonton, Alberta T6E 4T2, Attn: Legal Department.

14 General Provisions

This Agreement sets forth Intuit's and its Representatives' entire liability and your exclusive remedy with respect to the Software. You acknowledge that this Agreement is a complete statement of the agreement between you and Intuit and sets forth the entire liability of Intuit and its Representatives and your exclusive remedy with respect to the Software and Third Party Services and their use. The Representatives, 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 Alberta law and the federal laws of Canada applicable therein, without regard to its choice of law or conflicts of law principles, and with respect to copyright and trademark matters to Canadian federal laws and international treaties. This Agreement is deemed entered into at Edmonton, Alberta, and shall be construed as to its fair meaning and not strictly for or against either party. Headings are included for convenience only, and shall not be considered in interpreting this Agreement. This Agreement does not limit any rights that Intuit may have under trade secret, copyright, patent or other laws.

15 Export Restrictions

You acknowledge and agree that the Software is subject to restrictions and controls imposed by the Export and Import Permits Act (Canada) and Regulations under the Export and Import Permits Act (the "Acts") as well as by the United States Export Administration Act and Export Administration Regulations. You agree and certify that neither the Software nor any part or direct product thereof is being or will be used for any purpose prohibited by the Acts.

16 Privacy Policy

Intuit gathers certain end user information and personal data from its customers. Intuit adheres to all applicable laws governing the protection of any individual personal data provided to Intuit in connection with the use of Intuit products/services. Please go to www.intuit.ca and click on "privacy" to review Intuit's current privacy policy in full. The privacy policy is subject to change without notice. You agree to be bound by the applicable Intuit privacy policies, including that your submission of personal information shall be deemed your consent to use such information in the manner set out in our privacy policy.

17 Language

It is the express wish of the parties that this agreement and all related documents be drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.