

INTUIT TERMS OF SERVICE

Last Updated: June 30, 2022 (Section A)

SECTION A TERMS

Introduction and Overview

Thank you for choosing Intuit Inc. We provide a platform (the “Platform”) that encompasses (1) a variety of services, including TurboTax, QuickBooks, and Mint (each, a “Service”); and (2) installable software (including our desktop and mobile applications), any accompanying documentation, and any updates to such software or documentation (collectively, “Software”). Intuit Inc., along with any parent, subsidiary, affiliate, or related companies (including those listed here and at <https://www.intuit.com/legal/intuit-group-companies/>) are referred to in these provisions as “Intuit Group Companies” or simply “Intuit” or “us.”

When you use the Platform, you enter into a binding contract with us. Each section of the agreement begins with an italicized annotation that is intended to help you navigate the agreement. The annotations do not completely summarize the agreement, though, and you should read each section carefully and in full. We’ve also **bolded** a few areas that talk about important legal rights, and you should be sure to read those sections carefully. These provisions in Section A apply to the Platform generally and are separate from the provisions in Section B which include additional provisions for your use of specific Intuit Software or Services.

If you are an individual acting on your company’s or client’s behalf, you accept these provisions on their behalf and the term “you” will refer to you, your company, or your client.

Agreement to These Terms

You need to agree to these terms to use our Platform. By using the Platform, you are instructing us to share your data across our Platform for marketing, eligibility, and other purposes described in our [Global Privacy Statement](#), consistent with applicable law. This data may include credit information and other information we obtain from third parties.

To access and/or use the Platform, you acknowledge and agree:

To the terms and conditions of this agreement (“Agreement”), which includes:

- Intuit’s [Global Privacy Statement](#);
- The current version of the terms set out in Section A and Section B; and
- Any additional provisions and conditions provided separately to you for your use of the Platform, which may include terms and conditions from third parties (which we refer to as “Additional Terms”)

You are at least 18 years of age;

You are capable of forming a binding contract with Intuit; and

You are not a person who is prohibited from using the Platform under the laws of the United States, or any other applicable jurisdiction.

You understand that by using certain Services, you are providing written instructions in accordance with the Fair Credit Reporting Act and other applicable law to permit Intuit Inc. and its affiliated companies to obtain and periodically refresh your credit information and other information about you from third parties for marketing, eligibility, and other purposes described in Intuit’s [Global Privacy Statement](#). You understand that your instructions authorize Intuit and its affiliated companies to obtain such information now and periodically in the future for as long as you have a registered Intuit account. We will stop refreshing your credit information when you cancel your account through your account settings.

Your Personal Information

We want to be transparent about how we use personal information and about your rights in our Privacy Statement. You should only provide us with personal information of others if you have received permission to do so.

You agree that Intuit may use and maintain your personal information according to Intuit’s [Global Privacy Statement](#) and any changes published by Intuit.

To the extent we allow you to input personal information (as the term is defined under applicable law) about other individuals other than yourself, you represent and warrant that you have complied with all applicable laws and received the proper authority or consent to allow us to collect and process such information to operate our business, in accordance with our [Global Privacy Statement](#). You further agree

that, other than with respect to information furnished to TurboTax in connection with the preparation of an individual tax return, any sharing of personal information among Intuit Group Companies is contemplated as part of the Platform. You agree such sharing does not constitute a “sale” of information as defined under the California Consumer Privacy Act (CCPA).

Changes

Change happens. When it does happen, we will update this Agreement. If the changes are material, you may need to accept the changes to use the Platform. Similarly, there may be circumstances where we need to update or discontinue the Platform.

We may modify the provisions of this Agreement at any time. We may notify you of such modifications by posting through the Platform or on our website or by other means. It is important that you review this Agreement whenever we modify it because your continued use of the Platform indicates your agreement to the modifications.

In some cases, you may need to accept changes to this Agreement to continue using the Platform. If you do not agree to the changes, you may stop using the Platform or terminate your account.

Similarly, we may update the Platform, including with tools, utilities, improvements or third party applications. You agree to receive these updates. We may further modify, suspend or discontinue the Platform at any time. You agree that we will not be liable to you or any third party for any modification, suspensions, or discontinuance of the Platform.

Your Rights to Use the Platform

You can use our Platform for your own personal and lawful use or as otherwise permitted under this Agreement.

Except as set forth in the Section B terms, you may access and use the Platform for your own internal, lawful and non-commercial purposes only.

Beta Features

We may provide you with access to beta features in the Platform. You are free to use them, but they are provided as-is.

We may include new and/or updated pre-release and trial features in the Platform and such features are provided as-is. Your use of such features is at no additional cost but you must follow additional rules or restrictions that we may place on their use.

Account

You will provide accurate, up-to-date account information and securely manage such information.

You may need to sign up for an account to use the Platform. We may need to verify your identity and you authorize us to collect information (e.g., date of birth, address) from you to do so (collectively, with all information requested to enable your account, “Account Information”). You will provide accurate, up-to-date Account Information, and we disclaim any liability arising from your failure to do so. Such failure may further limit your ability to use the Platform and affect the Platform’s accuracy and effectiveness.

You are responsible for securely managing your Account Information, including any password(s) for the Platform. You will notify us immediately if you believe that your Account Information or device you use to access the Platform has been lost or stolen or that someone is using your account without your permission.

Payment & Cancellations

Some Services may be free, others may have costs associated. For those with costs, we may charge your payment method for fees or on a subscription basis. You may cancel your subscription at any time (but you may not receive a refund).

We may require payment of fees or a subscription charge for use of the Platform (or certain portions of the Platform) and you agree to pay such fees. If you registered for a trial, you may need to purchase the Platform before the trial ends in order to retain access to any content provided to, or created through, the Platform.

Payments will be billed in U.S. dollars, and your account will be charged upon purchase and when you provide your payment information, unless stated otherwise in applicable payment provisions. If your payment information is not accurate, current, and complete, we may suspend or terminate your account. If you do not notify us of updates to your payment information, we may participate in programs supported by your card provider to try to update your payment information, and you authorize us to continue billing your account with the updated information that we obtain.

You may be charged a subscription fee in advance on an annual basis or other recurring interval disclosed to you prior to your purchase.

For annual subscriptions, we will send you a reminder with the then-current subscription fee no less than thirty (30) days and no more than sixty (60) days before your subscription term ends, or otherwise as required by applicable law. Intuit may change the price for recurring subscription fees from time to time with notice to you. Price changes will take effect at the start of the next subscription period following the date of the price change. If you do not agree with the price change, you may unsubscribe prior to the price change going into effect.

Your payment to Intuit will automatically renew at the end of the applicable subscription period but you can cancel a subscription at any time. Subscription cancellations will take effect the day after the last day of the current subscription period. If you cancel in the middle of a subscription period, you will be able to continue to access and use the applicable Service until the end of your subscription period. We do not provide refunds or credits for any cancellations or partial subscription period.

Desktop and Mobile App Use

Desktop and Mobile versions of our Platform may be available for download but you must follow applicable third-party terms when using them.

The Platform may be available through one or more apps for a compatible desktop computer or mobile device. You agree that you are solely responsible for any applicable changes, updates and fees as well as complying with the provisions of your agreement with your telecommunications provider and any third-party mobile app marketplace.

With respect to the applicable Software, you are only granted limited rights to install and use the Software you have downloaded, signed up for or for which you have purchased a license or acquired a free trial. Intuit reserves all other rights in the applicable Software not granted to you in writing in this Agreement. Conditioned upon your compliance with the terms and conditions of this Agreement (including all payment obligations), Intuit grants you a personal, limited, nonexclusive, nontransferable, revocable license to use the applicable Software only for the period of use provided in the ordering and activation terms (as applicable), as set forth in this Agreement or in Intuit's then-current product discontinuation policies (as updated from time to time) and only for the purposes described by Intuit for the applicable Software.

You acknowledge and agree that such Software is licensed, not sold.

You may make a single copy of the Software for backup purposes, provided that you reproduce on it all copyright and other proprietary notices that are on the original copy of the Software. You will not delete or in any manner alter the copyright, trademark and other proprietary rights notices or markings appearing on the Software as delivered to you.

Third Party Advice and Products

You may have access to professional advice and third-party products. Any such advice and products are not covered under this Agreement.

From time to time, we may offer specific functionality in the Platform that provides you with the opportunity to seek professional advice, for example, the ability to speak with a tax expert. Unless specifically disclosed, Intuit is not in the business of providing legal, financial, accounting, tax, health care, insurance, real estate or other professional service or advice, and you should consult with professionals for advice prior to making important decisions in these areas.

The Platform may include information about or offers for third-party services or products or allow you to access or connect your account to third-party services or products. Intuit does not warrant, and is not responsible for, the services and products or claims made about them, or the actions or inactions of any third party. You must review and comply with the third-party's services and product provisions. Intuit may be compensated by those third parties, which could impact whether, how and where the services and products are displayed.

Content and Data

What's yours remains yours, what's ours remains ours, but we may use information you provide to improve our Platform.

You are solely responsible for anything you write, submit, receive, share and store or any data you input into the Platform (collectively, your "Content"). Content includes, but is not limited to, data, information, materials, text, graphics, images, audio, video that are uploaded, transmitted, posted, generated, stored, or otherwise made available through the Platform. You have no obligation to provide any content to the Platform, and you're free to choose the content that you want to provide. You acknowledge certain functionality in the Platform may be dependent on the provision of Content and may not be available without such Content.

Your Content remains yours, which means that you retain any intellectual property rights that you have in your Content. By sharing your Content on the Platform, you hereby grant Intuit a license to use your Content, as described in more detail below.

1. What's covered: This license covers your Content to the extent your Content is protected by intellectual property rights.

2. Scope

This license is: Worldwide, which means it's valid anywhere in the world; Non-exclusive, which means you can license your Content to others; and Royalty-free, which means there are no fees for this license.

3. Rights

This license allows Intuit to: Host, reproduce, distribute, communicate, sublicense and use your Content — for example, to save your Content on our systems and make it accessible from anywhere you go; Publish or publicly display your Content, if you've made it visible to others; and Modify and create derivative works based on your Content, such as reformatting or translating it.

4. Purpose

This license is for the limited purpose of: Operating, providing and improving the Platform, which means allowing the Platform to work as designed and creating new features and functionalities.

5. Duration

This license lasts for as long as your Content is protected by intellectual property rights.

Intuit may collect, derive or generate deidentified and/or aggregated data regarding your usage of or the performance of the Platform, including data derived from your Content. Intuit will own all such data and may use this data without restriction, including, but not limited to, operating, analyzing, improving, or marketing Intuit's products and services, including the Platform.

As between you and Intuit, Intuit and its licensors retain all right, title or interest in and to the Platform, except for the rights granted to you.

Prohibited Uses

We expect you to obey the law and follow certain rules in using the Platform.

Intuit does not condone or support any activity that is illegal, violates the rights of others, harms or damages Intuit's reputation, or could cause Intuit to be liable to a third party. At minimum, you may not use the Platform to:

1. Violate any law, regulation, executive order or ordinance, including through actions that give rise to criminal, civil, administrative or regulatory liability and/or fines;
2. Post or share Content that is or may be illegal or inappropriate, including material that may be defamatory, obscene, harassing, offensive, fraudulent, objectionable or infringing;
3. Transmit any virus, trojan horse, or other disruptive or harmful software or data;
4. Send any unsolicited or unauthorized advertising, such as spam;
5. Impersonate or misrepresent your affiliation with Intuit;
6. Reproduce, modify, resell, license, or provide free or unauthorized access to the Platform or make the Platform available on any file-sharing, virtual desktop or application hosting service;
7. Attempt to reverse engineer, decompile or disassemble in any way any of the Platform;
8. Engage in unauthorized access, monitoring, interference with, or use of the Platform or third party accounts, information (including personal information), computers, systems or networks, including scraping or downloading content that doesn't belong to you;
9. Use the Platform for general archiving or back-up purposes; or
10. Encourage or enable any other individual to do any of the above or otherwise violate this Agreement.

We take copyright seriously at Intuit. We respect the copyrights of others and expect you to do the same. If you repeatedly infringe the copyrights of others, we may terminate your account.

Intuit may terminate your use of the Platform based on our reasonable suspicion that your activities, business or products are objectionable or promote, support or engage in any of the prohibited uses described above.

Intuit may (but has no obligation to) monitor the use of the Platform or Content and may edit or remove any Content. We may disclose any information necessary to satisfy our legal obligations, protect Intuit or its customers, or operate the Platform properly.

Community Forums; Feedback

You may be able to communicate with others through our Platform but please be respectful. Suggestions you provide for improving our Platform may be used freely by us.

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

You may provide Intuit your feedback, suggestions, or ideas for the Platform. You grant Intuit a perpetual, worldwide, fully transferable, sublicensable, irrevocable, fully paid-up, royalty free license to use your feedback, suggestions, and ideas in any way, including in future modifications of the Platform, other products or services, advertising or marketing materials.

Termination

You may cancel your account and Intuit may suspend or terminate your use of the Platform. For mobile apps, removing the app may not cancel your subscription or delete your data.

This Agreement is effective until your subscription expires or you cancel your account or Intuit terminates this Agreement (or your account). Intuit may terminate this Agreement (and your account) or suspend the Platform at any time in our discretion.

Please note that removing an Intuit mobile app from your device may not cancel your subscription or delete your data. If you want to cancel your subscription for a Service, please follow the applicable Service instructions. If you wish to delete your data from a Service, please log into One Intuit Account Manager and follow the instructions under the respective data and privacy settings or follow the instructions in our [Global Privacy Statement](#).

Effect of Termination

You must stop using the Platform once your subscription expires or you cancel your account (or if this Agreement or your account is terminated).

Upon expiration of your subscription or cancellation of your account, or Intuit's termination of your account or this Agreement, you must immediately stop using the Platform and pay all fees for Platform used. No expiration or termination will affect your obligation to pay all fees due or that may have accrued through the effective date of expiration or termination or entitle you to any refund.

Survival

There are a few parts of this Agreement that will continue to apply after termination.

The following Sections will survive any termination, discontinuation or cancellation of the Platform or your account: "Your Personal Information," "Payment and Cancellations" (with respect to fees due and unpaid), "Content and Data," "Community Forums; Feedback," "Effect of Termination," "Disclaimers," "Limitation of Liability," "Indemnity Obligations," "Disputes," and "General Terms (Miscellaneous)".

Intuit Communications

We may contact you from time to time to support your use of the Platform.

In order to properly support and serve you, we occasionally need to reach out and contact you, and may do so in a variety of ways such as via text message, email or messaging functionality in the Platform. We want to provide you options for receiving communications from us, and as such you may opt-in or opt-out of receiving certain types of communications from us or sign up to receive certain kinds of messages from us, depending on the Platform. You will need to notify us of any changes to your contact details to ensure your preferences are updated.

Third Party Account Information

Intuit is not responsible for any account information obtained from third parties.

When you direct Intuit to retrieve your account information from third parties, you grant Intuit a limited power of attorney to access the third party services to retrieve such account information. Intuit will be acting as your agent and will not be acting on behalf of the third party.

Intuit does not review third party account information for accuracy and is not responsible for any issues or expenses resulting from such account information, including any inaccuracy, error, delay, or non-delivery. For clarity, Intuit is not responsible for any payment processing errors or fees arising from inaccurate account information provided by third parties.

Disclaimers

We don't make any warranties about the Platform except as expressly stated in this Agreement.

The only warranties we make about the Platform are (1) stated in this Agreement, or (2) as provided under applicable laws. The Platform is otherwise provided "as-is," and we do not make any other warranties about the Platform. Unless required by law, we do not provide implied warranties, such as the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. We do not warrant that the Platform is error-free, secure, or free from any viruses or other harmful components. We also do not provide any warranties with respect to data loss or to the accuracy, reliability, or availability of the Platform, nor of any content (including any Content) or information made available in the Platform. If the exclusions for implied warranties do not apply to you, any implied warranties are limited to sixty (60) days from the date of purchase or delivery of the Platform, whichever is sooner.

Limitation of Liability

Our liability is limited when it comes to issues you may encounter with our Platform.

Other than the rights and responsibilities described in this Agreement and as allowed by applicable law, Intuit won't be responsible for any losses.

The total aggregate liability of Intuit and our third party providers, licensors, distributors or suppliers ("Intuit Parties") arising out of or relating to this Agreement is limited to the greater of: (1) the fees that you paid to use the relevant Service(s) in the 12 months before the breach or (2) \$100.

The Intuit Parties won't be responsible for the following:

- Loss of data, profits, revenues, business opportunities, goodwill or anticipated savings;
- Indirect, incidental, or consequential loss; or
- Punitive damages.

The above limitations apply even if the Intuit Parties have been advised of the possibility of such damages. This Agreement sets forth your exclusive remedy with respect to the Platform and its use.

If you're legally exempt from certain responsibilities, including indemnification, then those responsibilities don't apply to you under this Agreement. For example, the United Nations enjoys certain immunities from legal obligations and this Agreement doesn't override those immunities.

Indemnity Obligations

If someone sues us because you used the Platform unlawfully or didn't follow our rules, you will be responsible for any harm to us.

You will indemnify and hold harmless the Intuit Parties for any losses, damages, judgments, fines, costs and expenses (including legal fees) in connection with any claims arising out of or relating to your unlawful or unauthorized use of the Platform or violation of this Agreement. Intuit reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any claims. You agree to reasonably cooperate as requested by Intuit in the defense of any claims.

Disputes

In the event we are unable to resolve any dispute through an informal dialogue, a third-party arbitrator or small claims court will help us resolve any disputes we might have, and any disputes will be resolved on an individual basis rather than as a class action.

If you are a U.S. customer:

You and Intuit agree that, except as provided below, any dispute, claim or controversy arising out of or relating in any way to the Platform or this Agreement (a "Claim") will be determined by binding arbitration or small claims court, instead of in courts of general jurisdiction.

Either you or Intuit can seek to have a Claim resolved in small claims court if all the requirements of the small claims court are satisfied. Either you or Intuit may seek to have a Claim resolved in small claims court in your county of residence or the small claims court in closest proximity to your residence, and you may also bring a claim in small claims court in the Superior Court of California, County of Santa Clara.

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision, and that you and Intuit are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and/or the termination of your account.

If you elect to seek arbitration, you must first send to Intuit a written notice of your Claim ("Notice of Claim"). The Notice of Claim to Intuit should be sent in care of our registered agent Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808. The Notice of Claim should include both the mailing address and email address you would like Intuit to use to contact you. If Intuit elects to seek arbitration, it will send, by certified mail, a written Notice of Claim to your address on file. A Notice of Claim, whether sent by you or by Intuit, must (a) describe the nature and basis of the Claim or dispute; and (b) set forth the specific amount of damages or other relief sought.

You and Intuit agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost and mutually beneficial outcome. You and Intuit therefore agree that, after a Notice of Claim is sent but before either you or Intuit commence arbitration or file a Claim in small claims court against the other, we will personally meet, via telephone or videoconference, in a good-faith effort to confer with each other and try to resolve informally any Claim covered by this Agreement. If you are represented by counsel, your counsel may participate in the conference as well, but you agree to fully participate in the conference. Likewise, if Intuit is represented by counsel, its counsel may participate in the conference as well, but Intuit agrees to have a company representative fully participate in the conference. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process required by this paragraph.

If we do not reach an agreement to resolve the Claim within sixty (60) days after the Notice of Claim is received, you or Intuit may commence an arbitration proceeding by filing a Demand for Arbitration or, alternatively, by filing a Claim in small claims court. You agree that you may not commence any arbitration or file a Claim in small claims court unless you and Intuit are unable to resolve the Claim within sixty (60) days after we receive your completed Notice of Claim and you have made a good faith effort to resolve your claim directly with Intuit during that time. If a Claim qualifies for small claims court, but a party commences an arbitration proceeding, you and Intuit agree that either party may elect instead to have the Claim resolved in small claims court, and upon written notice of a party's election, the American Arbitration Association ("AAA") will administratively close the arbitration proceeding. Any dispute about whether a Claim qualifies for small claims court shall be resolved by that court, not by an arbitrator. In the event of any such dispute, the arbitration proceeding shall remain closed unless and until a decision by the small claims court that the Claim should proceed in arbitration. You may download or copy a form of notice and a form to initiate arbitration at www.adr.org or by calling 1-800-778-7879. The arbitration will be conducted by the AAA before a single AAA arbitrator under the AAA's rules, which are available at www.adr.org or by calling 1-800-778-7879, except as modified by this Agreement. Unless Intuit and you agree otherwise, any arbitration hearings will take place in the county (or parish) of either your residence or of the mailing address you provided in your Notice of Claim.

The arbitrator will be either (1) a retired judge or (2) an attorney specifically licensed to practice law in the state of California or the state of your residence and will be selected by the parties from the AAA's National Roster of Arbitrators. The arbitrator will be selected using the following procedure: (a) the AAA will send the parties a list of five candidates meeting this criteria; (b) if the parties cannot agree on an arbitrator from the list, each party shall return its list to the AAA within 10 days, striking up to two candidates, and ranking the remaining candidates in order of preference; (c) the AAA shall appoint as arbitrator the candidate with the highest aggregate ranking; and (d) if for any reason the appointment cannot be made according to this procedure, the AAA may exercise its discretion in appointing the arbitrator. The arbitrator is bound by this Agreement. Except as otherwise provided below, all issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration provision.

The parties agree that an administrative conference with the AAA shall be conducted in each arbitration proceeding, and you and an Intuit company representative shall appear at the administrative conference via telephone. If you fail to appear at the administrative conference, regardless of whether your counsel attends, the AAA will administratively close the arbitration proceeding without prejudice, unless you show good cause as to why you were not able to attend the conference.

The arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The award shall be binding only among the parties and shall have no preclusive effect in any other arbitration or other proceeding involving a different party. Intuit will not seek to recover its attorneys' fees and costs in arbitration from you unless the arbitrator finds that either the substance of your Claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). Judgment on any award may be entered in any court having jurisdiction. This agreement to arbitrate shall not preclude any party to the arbitration from at any time seeking injunctions or other forms of equitable relief in aid of arbitration from a court of appropriate jurisdiction including whether a Demand for Arbitration is filed in violation of this Agreement.

Unless you or Intuit seek to have a Claim resolved in small claims court, the arbitrator shall determine all issues of liability on the merits of any Claim asserted by you or Intuit and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or Intuit prevail on a Claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual Claims in arbitration. Before a court of competent jurisdiction issues any public injunctive relief, it shall review the factual findings of the arbitration award on which any injunction would issue with no deference to the arbitrator.

Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. You are required to pay AAA's initial filing fee, but Intuit will reimburse you for this filing fee at the conclusion of the arbitration to the extent it exceeds the fee for filing a complaint in a federal or state court in your county of residence or in Santa Clara County, California. If the arbitrator finds that either the substance of your Claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the

standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules and Intuit will not reimburse your initial filing fee. The parties agree that the AAA has discretion to modify the amount or timing of any administrative or arbitration fees due under the AAA Rules where it deems appropriate, provided that such modification does not increase the AAA fees to you or Intuit, and you and Intuit waive any objection to such fee modification.

You and Intuit agree that each may bring Claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Further, if you have elected arbitration, unless both you and Intuit agree otherwise, the arbitrator may not consolidate any other person's Claims with your Claims and may not otherwise preside over any form of a representative or class proceeding. If Intuit believes that any Claim you have filed in arbitration or in court is inconsistent with the limitations in this paragraph, then you agree that Intuit may seek an order from a court determining whether your Claim is within the scope of the Class Action Waiver. If this Class Action Waiver is found to be unenforceable, then the entirety of this Disputes Section shall be null and void.

General Terms (Miscellaneous)

Governing Law

The laws of California govern this Agreement and any disputes that may arise.

California law and the Federal Arbitration Act will govern all disputes arising out of or relating to the Platform, this Agreement and any Additional Terms, regardless of conflict of laws rules.

Global Trade and Export Restrictions

You are allowed to use the Platform under the laws of the U.S. and other applicable territories. The Platform shall not be exported to countries that are embargoed by the U.S. government.

You agree that you and anyone who uses the Platform, including the related website, online services and mobile apps, are not prohibited from using the Platform under the laws and regulations of the United States or other applicable jurisdiction. For example, you are not on the U.S. Treasury Department's list of Specially Designated Nationals or any other similar prohibition. You acknowledge that the Platform may be subject to restrictions under applicable U.S. export control laws and regulations. You agree that you will comply with these export control and sanctions laws and regulations, and will not transfer or provide any part of the Platform, in violation of these laws and regulations, directly or indirectly.

Government End Users of Software

Even if you are a government end user, your rights to Software are limited to what is described in this Agreement.

The Software is a "commercial item" as that term is defined in FAR 2.101, consisting of "commercial computer software," as such term is used in FAR 12.212 and DFARS 227.7202. If the Software is being acquired by or on behalf of the U.S. Government, then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government's rights in the Software will be only those specified in this Agreement.

Waiver

If we waive some of our rights under this Agreement, it doesn't mean we waive our rights in other circumstances.

Intuit's failure to act or enforce any of its rights does not constitute a waiver of any of our rights. Any waiver by Intuit of any of the provisions in the Agreement must be made in writing and signed by a duly authorized officer of Intuit.

Assignment

You can't transfer this Agreement or your right to use the Platform to someone else without our permission.

Intuit may assign this Agreement to any party at any time without notice to you. You may not assign your rights under this Agreement, by operation of law or otherwise, without our consent. Any attempts to do so without our consent will be void.

Severability

If a court voids a term of this Agreement, the other terms will not be affected.

If any provision of this Agreement is unlawful, void, or unenforceable for any reason, then that provision will be severed and the remaining provisions will remain in full force and effect.

Contact Information

If you have any questions about the Platform or this Agreement, please contact [Intuit support](#).

Latest Revision: September 21, 2022 (Section B)

SECTION B ADDITIONAL TERMS AND CONDITIONS FOR INTUIT LACERTE DESKTOP SOFTWARE – TAX YEAR 2022

Also available at <https://ptg-configuration.intuit.com/lacerte/22Tax/Lacerte-EULA.pdf>

Your use of the Services provided by Intuit (as defined in the Section A Terms) and described below are subject to the Section A Terms above and these Additional Terms and Conditions (“Section B Terms”). These Section B Terms will prevail over any conflict or inconsistency with the Section A Terms.

IMPORTANT NOTICES

USE LIMITATIONS: YOUR LICENSE TO USE THE SOFTWARE, ADD-ON PRODUCTS AND RELATED SERVICES (IF ANY) IS SUBJECT TO THE GENERAL TERMS OF SERVICE IN SECTION A ABOVE AND THE ADDITIONAL TERMS AND CONDITIONS IN SECTION B BELOW. THE ADDITIONAL TERMS AND CONDITIONS IN SECTION B SHALL PREVAIL OVER ANY CONFLICT OR INCONSISTENCY WITH THE GENERAL TERMS ABOVE.

INTUIT IS A SERVICE PROVIDER: The parties agree that, for purposes of this Agreement, you are a Business and Intuit is a Service Provider as defined by the California Consumer Privacy Act. Intuit shall not (1) retain or use Personal Information other than as needed to perform the Services or as otherwise described herein or (2) sell or otherwise disclose such Personal Information except to Service Providers needed to render the Services, except that you hereby instruct Intuit to Aggregate and Deidentify the Personal Information as needed to analyze and improve the Services, including to the extent permitted by applicable law, other Intuit products and services. Notwithstanding the foregoing, you understand and acknowledge that we may nonetheless provide your customers with the ability to access and import their Personal Information which you collect through your use of the Services, including current and historical tax return information. You acknowledge that once your customer elects to import their Personal Information into other Intuit products and services, it may be used and disclosed in accordance with Intuit’s Global Privacy Statement.

Additionally, to the extent that any Content you provide to Intuit relates to or could be associated with any of your customers or users who are California residents (“Personal Information”) Intuit will use such Personal Information as needed to deliver the Services or as otherwise described in Important Notice. Archive your Content frequently. You are responsible for any lost or unrecoverable Content. You must provide all required and appropriate warnings, information and disclosures. Intuit is not responsible for the Content or data you provide through your use of the Services.

Personal information, including tax returns from prior year use of the software, may be accessed or shared within Intuit and stored in countries outside of our country to the extent permitted by applicable law. “Tax return information” excludes non-personally identifiable information concerning your use of the Intuit tax services - e.g., which screens you viewed. Intuit will follow internally set guidelines and use care in the disposal, destruction, or de-identification of personal information to prevent unauthorized parties from gaining access to personal information.

Provisions of this Important Notice supersede prior agreements or understandings which may be contrary to those stated herein.

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

(a) “**Branch Office**” shall mean any additional business location(s) exclusively owned and controlled by Licensee, which is/are geographically separate from the Host Office, but at which Licensee also wishes to manually install and use the Software at the Branch Office to prepare and file Licensee’s clients’ returns. As set forth below, Licensee must purchase a separate supplemental license from Intuit for each standalone Branch Office, up to a maximum of four (4) allowable additional Branch Office locations per Tax Year (as defined below), and must provide Intuit with the physical address information for each.

(b) “**Fast Path Services**” shall mean the services that support the Software during the Service Period defined below, including assisted support, e-file, pay-per-return (REP) access and other connected services which are posted on the website for the Software. Licensees of the Software will have the ability to use the Fast Path Services. Intuit reserves the right to change the Fast Path Services at any time, and the changes will be effective when posted on the website for the Software or when Intuit notifies Licensee by other means. Fast Path Services are available when filing with governmental agencies during the Service Period, which usually includes Tax Year 2022

and two prior tax years. Only one Fast Path license for each Electronic Filing Identification Number (“EFIN”) is permitted. Each Fast Path license and some Fast Path Services may require additional fees.

(c) “Host Office” shall mean the primary business name and location of Licensee where the Software is physically installed and used, the address of which is provided by the Host User to Intuit as evidenced in Intuit’s records. The name and address for Host Office in the Software should match the name and address in Intuit’s records and the name and address Licensee provided to the IRS as part of Licensee’s EFIN registration.

(d) “Lacerte” shall mean the software program designed for professional tax preparers to tackle complex individual and business returns.

(d) “Licensee” shall mean a user, as well as “you” or “your,” who is entitled to the benefits of the Software and Fast Path Services during the Service Period.

(e) “Service Period” shall mean the calendar year January 1, 2023 to December 31, 2023 for Tax Year 2022. Software may be available before the Service Period begins to Licensees who have purchased a Tax Year 2022 license and have access to the Fast Path Services for the prior year to access services before the current Service Period begins.

(f) “Software” shall mean (a) the Intuit Tax software programs with which this Agreement is included and any other applicable programs offered by Intuit, that subsequently may be licensed to you by Intuit and/or its affiliates and suppliers; (b) any of the software programs provided by Intuit and used by Licensee on a pay-per-return basis utilizing Remote Entry Processing as provided below; (c) related materials such as reference manuals and operating instructions provided for use in connection with the software programs; (d) any Updates (defined below) or program portion relating to the same Tax Year or Service Year (defined below) as the case may be; (e) any third party software programs and (f) related product support.

Software includes the ability to store and share a secure PDF copy of final returns to the cloud for easy sharing and access by Licensee and client. Access to returns stored on the cloud will be available through the Service Period.

The definition of Software includes the following programs and services:

- “Fast Path Services” as defined above;
- “Tax Programs” means programs designed primarily for the preparation of tax returns for submittal to federal or state governmental entities;
- “Electronic Filing” provides the ability for Licensee to electronically transmit completed tax returns as provided below; and
- “Remote Entry Processing” provides Licensee’s use of any Software on a pay-per-return basis as provided below.

(g) “Tax Year” shall mean the accounting period for keeping records and reporting income and expenses, such as the twelve consecutive months beginning January 1 and ending December 31. For purposes of the Software, Tax Year 2022 precedes the Service Period.

(h) “Update” shall mean any revision to the Software, which excludes the Fast Path Services that provides slight functional improvements, help content, bug fixes or maintenance releases.

2. RESTRICTIONS ON USE. Licensee will only use the Software for the preparation and filing of tax returns on all Licensee-owned computers physically located at the licensed Host Office and at each licensed Branch Office. If you purchased a valid license for the Software and received an authentic Intuit DVD or Download Only delivery these are your backup copies of the Software. Any Software that is delivered by electronic transmission shall be deemed delivered on the date Intuit makes any such program available for downloading. Notwithstanding the foregoing, Intuit reserves the right to validate directly with Licensee, that name and address provided in the Software and in Intuit’s records, corresponds with the name and address Licensee provided to the IRS.

The Software is applicable for Tax Year 2022 only and any subsequent tax years shall require a separate end user license agreement and payment of the then-current license fee. Intuit, in its sole discretion, determines the tax forms to be included in the Software. For any forms that are considered optional by the taxing authority, Intuit will determine whether to provide such forms, at its discretion. Certain forms may not be provided in the Software.

2.1 In addition to the above, the Software may be installed and used on the personal computers at the private home residences of the Licensee and its employees, provided that: (i) Licensee and its employees use the Software for the sole benefit of Licensee; (ii) the Software is used only for the purpose of preparing returns that will be signed by Licensee as the paid preparer; and (iii) neither Licensee nor any of its employees meets clients at Licensee’s or its employees’ homes, or otherwise use their homes in a manner customary for a commercial business office. If Licensee or any of its employees meet clients at their home or otherwise conduct business from their homes, or if any such person uses the Software for the preparation of tax returns other than for signature by Licensee as the paid preparer, such person must obtain a separate license from Intuit. If Licensee or its employees must visit a client at the client’s location in order to prepare that client’s return(s), Licensee or its employees may install and use the Software on firm-owned laptop computers solely for that purpose, provided that the use on such laptop computers at any single client location does not exceed a total of five days in any calendar year and provided that the Software is used solely by Licensee or its employees for preparing tax returns that will be signed by Licensee as paid preparer, in accordance with this Agreement, and for the benefit of Licensee only. The Software may not be used for or by any other person or preparer.

2.2 Licensee shall not upload, place, install, or use any portion of the Software on or via a wide area network ("WAN") or on any other type of network or on any electronic medium including but not limited to, World Wide Web sites, file-sharing servers or services, any other server that is Internet-enabled, electronic bulletin boards or forums, timesharing services, application hosting or virtualization servers or services, or on any operating system other than a Windows® operating system, without entering into a separate "WAN" or application hosting license with Intuit, which is offered only at Intuit's sole discretion, and the terms and pricing of which will depend upon the intended or proposed use. Contact Intuit Sales at 800-765-7777 to obtain more information and to request a WAN or application hosting license.

2.3 The Software may not be used in a Branch Office or on Licensee's local area network ("LAN") without first purchasing a Branch Office license or a LAN license for the network version of the Software, respectively, from Intuit. If Licensee purchases a Branch Office license or LAN license from Intuit, the Software may be installed and used in certain Branch Office or LAN environments provided that certain conditions are met including, without limitation: (a) Licensee first purchases a valid license for the Host Office; (b) Licensee purchases a Branch Office license for each Branch Office location in which it intends to install and use the Software, up to a maximum of no more than four (4) Branch Offices, and provides all Branch Office location and address information to Intuit; (c) all copies of the Software installed at Licensee's Branch Office(s) and/or on Licensee's LAN under such additional licenses are used solely by Licensee or its employees for preparing tax returns that will be signed by Licensee as paid preparer in accordance with this Agreement, and solely for the benefit of Licensee only; and (d) the Software is not used for or by any other person or preparer. Contact Intuit Sales at 800-765-7777 to obtain more information and to request Branch Office and/or LAN license.

2.4 If Licensee (you) share physical office space with another preparer who is not your employee or firm co-owner (and who prepares returns for his/her own clients), but with whom you share certain expenses like rent, utilities, paper supplies, etc. you are prohibited from sharing the Software with such other preparer or allowing such other preparer to install the Software on his/her firm computers. However, such a shared physical office arrangement ("Shared Office") may be eligible for Lacerte's Shared Office pricing and terms. Under such terms, each firm must purchase its own, separate license for the Software and separately register the physical street address of the Shared Office as its Host Office address with Intuit; however, the second license purchased by the other preparer at the Shared Office location may receive a discount, in combination with some additional licensing terms. That preparer should call Intuit Sales at 800-765-7777 to obtain more information and pricing terms.

2.5 The Software relates to a single Tax Year or Service Period as the case may be. Software relating to subsequent tax years or Service Period shall require a separate license agreement and payment of the then current license fee. Intuit shall have the right at any time, at its sole and absolute discretion, to modify or delete features and to change the operating interface in any or all of the Software, or to change the hardware and computer system specifications necessary to operate the Software.

2.6 If you obtain a subscription-based license for the Software, (licensed separately), the terms of this Agreement, as supplemented by the terms of the subscription, will govern your use of the Software, provided that the duration of such license will be based on the subscription model you have elected.

2.7 Notwithstanding anything to the contrary contained herein, in the event Licensee obtains software from Intuit, an affiliate or any other Intuit company that is accompanied by a terms of service or software license agreement that is not this Agreement ("Separate Software"), then Licensee's use of such Separate Software shall be governed by that software license agreement and not this Agreement. Separate Software includes but is not limited to the Intuit EasyACCT Professional Series software, Intuit EasyACCT Business System software, Intuit EasyACCT Informational Return System software and the Its Deductible software some or all of which may involve or require the payment of additional fees.

2.8 Electronic Filing Services. If you choose to file returns electronically, the tax returns will be transmitted electronically to the Intuit Electronic Filing Center, where they will be transmitted to the applicable federal or state taxing authority. Intuit will retain any records required by law. Intuit cannot guarantee that the taxing authority will accept a return due to circumstances beyond Intuit's control (e.g., incorrect user information, malfunction of the tax authority's system, etc.). You are responsible for verifying that the EFIN information, including name and address, on file with the IRS (or other tax authority, as applicable) is the same information on file within the Software and/or Intuit Electronic Filing Center. You are also responsible for verifying the status of returns that you file electronically to confirm that they have been received and accepted by the applicable taxing authority and, if necessary, for filing them manually. By using Intuit's system to prepare and submit tax returns, you consent to the disclosure by Intuit to the IRS and any other tax or revenue authority of all information pertaining to your use of the Services. The Intuit Electronic Filing Center will only accept returns from and transmit returns for Authorized IRS e-file Providers as set forth by the IRS in Publication 3112 and Publication 1345. Intuit reserves the right at any time to require users of the Electronic Filing Service to provide information verifying that they are Authorized IRS e-file Providers using a valid IRS issued EFIN. If you are unable or unwilling to provide information or documentation to verify your validly issued Authorized IRS e-file Provider or EFIN status in a form acceptable to Intuit, or if Intuit is unable to verify or validate your status, Intuit may block your access or ability to use the Software or your ability to prepare, submit, process or transmit returns via the Software. Year round and multi-year e-file is only supported if you are a current customer. Electronic filing in subsequent years will require a separate end user license agreement and payment of the then-current fee.

If you are filing one or more State tax returns for a client, then by using a computer system and software to prepare and transmit your client's return(s) electronically, you consent to the disclosure of all information pertaining to your use of the system and software to create your client's return(s) and to the electronic transmission of your client's tax return(s) to the State in which you are filing the return(s) as applicable by law.

3. TECHNICAL SUPPORT. Intuit may, at its sole discretion, provide the following maintenance and technical support for the Software and Fast Path Services: (a) Software Updates support; and (b) technical support via telephone, email or chat.

3.1 Technical Support. Intuit may provide toll free telephone, email, and chat consultation to Licensee regarding the technical support as part of the Fast Path Services during the Service Period. Technical support will be provided only for use of the Software on the hardware and operating systems specified in the documentation for the Software. Intuit reserves the right to change the terms, conditions, features and pricing of its technical support from time to time.

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

3.3 Software Updates. Intuit agrees to deliver to Licensee Updates when and if Intuit makes such updates for the Software generally available to its other licensees, during the Service Period. Updates shall be offered at Intuit's sole discretion and in any alternative media including digital compact disc (DVD), in-product Internet update, or Internet download. Intuit shall have the right, at its sole discretion, to withhold the shipment of Updates if Licensee is delinquent in the payment of any charges owed to Intuit including, without limitation, charges for Remote Entry Processing fees. Updates do not include new derivations of the Fast Path Services that designates as new software products or services for which Licensee will be charged a separate license fee or, at 's election, major releases that include significant feature enhancements for which Intuit Licensee will be charged an incremental fee.

As a Licensee of the Software and Fast Path Services Licensee may be offered additional discounts, products and services at Intuit's discretion, when and if they become available.

4. ADDITIONAL SERVICES. If Licensee's client signs up for the Refund Processing Service or other service which enables client to deduct certain fees and any applicable tax from the proceeds of their tax refund, Licensee will obtain IRC 7216 consent from their client which will enable the third party processor to debit these amounts from the bank account that the bank processor has created on behalf of the client.

4.1. Intuit eSignature powered by DocuSign. Licensee can use the eSignature functionality upon payment of the applicable fee for each client that uses the eSignature Functionality. The eSignature functionality provides Licensee with the ability to have Licensee's clients use electronic signature functionality and store those client documents on the cloud for TY2022 through December 31, 2023. In addition to the terms provided in this Agreement, Licensee's use of the eSignature functionality will also be subject to the DocuSign Master Services Agreement for Resell Customers found when you register and pay for use of eSignature functionality. Capitalized terms not otherwise defined in the DocuSign Master Services Agreement for Resell Customers have the meanings provided in this Agreement.

4.2 Intuit Link. Licensee can use Intuit Link during the Service Period to collect information from its clients. Intuit Link provides Licensee with the ability to request documents from its clients and have them stored online for easy sharing and access by Licensee and client for the purpose of Licensee preparing its client individual 2022 tax return. In addition to the terms provided in this Agreement, use of Intuit Link by Licensee's client will be subject to terms and conditions when they register for the Intuit Link service.

4.3 Document Management Service. Licensee has the option of using a third party online Document Management service to store files online, and share them with clients. In addition to the terms provided in this Agreement, use of the third party Document Management service by Licensee will be subject to such third party provider's terms of service when Licensee registers for the Document Management service.

4.4 Hosting Service powered by RightNetworks. Licensee has the option of using a third party hosting service to host its use of the Software. In addition to the terms provided in this Agreement, Licensee's use of the online hosting functionality will also be subject to the RightNetworks Terms & Conditions found at <https://www.rightnetworks.com/terms-conditions/>. Capitalized terms not otherwise defined in the RightNetworks "terms of service" have the meanings provided in this Agreement.

4.5 Intuit Practice Management powered by Karbon. Licensee has the option of using a platform to manage workflows, communicate with teams, and deliver client work in a digital workspace. In addition to the terms provided in this Agreement, Licensee's use of Intuit Practice Management will also be subject to your acceptance of additional terms and conditions found [here](#).

- a. **Uploaded Data; Content; Authorized Users.** You agree and acknowledge that you are solely responsible for all data and other Content you upload to Intuit Practice Management services. Intuit does not control the data or other Content stored with user's accounts and does not have any obligation to monitor such data or Content for any purpose. You agree that granting authorized users to Intuit Practice Management is voluntary and that you are responsible for revoking any permissions to access Intuit Practice Management from such authorized users.
- b. **Payment; Cancellation.** Fees apply and you will be charged the applicable subscription fee on a recurring monthly or yearly basis, as applicable. Upon cancellation or termination, you will be able to access the Intuit Practice Management Services, and only data and other Content you uploaded to the Intuit Practice Management Services up to the end of your subscription term, as specified in your Intuit account. If You choose to have Intuit extract your data or Content from the Karbon live platform, you must contact Intuit customer success within fourteen (14) days from such notice of cancellation, suspension or termination to initiate the process. Intuit will not have any liability to you for deletion of any data or Content following fourteen (14) days from such notice of cancellation, suspension or termination. If you previously subscribed to Work Management services from Karbon

separately, you will not be entitled to a refund for the remainder of the billing period for the separately purchased Work Management service.

4.6 **Intuit Tax Advisor.** Intuit Tax Advisor (“ITA”) is an online Service for tax professionals to offer and create personalized tax strategy and plans. Tax professionals will be able to import and sync data, such as client profile information and full tax returns, from the Product into ITA. If you use Tax Advisor, the following additional terms in this Section shall apply.

- a. **ITA Authorization and Use.** It is your sole responsibility to ensure your right to use personal and tax return information as contemplated by ITA under the Section entitled “Professional Responsibility” in this Agreement is valid and current. Intuit will not be held liable in any way if you have not obtained consent from your tax client; or if the functionality cannot be performed completely or accurately because of anything not reasonably within Intuit’s control, including inaccurate or incomplete information provided by you. Intuit is not responsible for any errors resulting from your use of Intuit Tax Advisor.
- b. **ITA Credit Use.** Use of ITA credits are specific to a calendar year and any unused ITA credits for a specific calendar year will expire December 31 of that calendar year (e.g., credits purchased in and for calendar year 2023 must be used in 2023 or will expire by December 31, 2023). ITA credits may be purchased for a specific calendar year, but access and use to such ITA credits is for such calendar year (e.g., credits purchased in 2022 for calendar year 2023, become accessible January 1, 2023 through December 31, 2023).
- c. **ITA Cancellation/Refund Policy.** Upon cancellation or termination of your ITA account, you will no longer have access to the Services, including any data or other Content uploaded to ITA. We recommend that you retain copies of any data or other Content that you may need. Intuit is not responsible to provide any access to ITA after cancellation or termination. In the event you are not satisfied with ITA, you may submit a refund request for unused ITA credits no later than thirty (30) calendar days from date of purchase. No other refund requests shall be honored. Cancellation and refund must be submitted at **refund request here**. Enter all of the required information and then click Submit.
- d. **ITA Disclaimer.** ITA is provided for educational and information purposes only, without warranty of any kind, express or implied. While effort has been made to ensure accuracy, Intuit, accepts no responsibility for any errors or omissions, or for any consequences arising therefrom. Neither the provision, nor the receipt of any ITA strategy and/or plan, are intended or should be construed or relied upon to be or constitute legal or tax advice.

5. REPRESENTATION BY YOU. LICENSEE REPRESENTS TO INTUIT THAT THE FIRM NAME AND ADDRESS THAT LICENSEE PROVIDED TO INTUIT AS EVIDENCED IN INTUIT’S RECORDS IS THE PRIMARY BUSINESS FIRM NAME AND ADDRESS USED BY LICENSEE IN THE NORMAL COURSE OF BUSINESS AND IF THE FIRM NAME AND ADDRESS IS A SHARED OFFICE OR BRANCH OFFICE, THAT LICENSEE QUALIFIES FOR THE SHARED OFFICE OR BRANCH OFFICE DISCOUNT. If this is a new License Agreement for the current Tax Year or Service Period as the case may be, or if the primary business address for the Host User and Shared Office User is different from the address used in the Software, Licensee must remit adequate documentation evidencing the qualifying status of the Host User and each Shared Office User, e.g. copies of the Host User’s and Shared Office User’s CPA state licenses; Enrolled Agent cards or any other state licensing authorization that indicates the business address of the Host User and Shared Office User. If the firm name of the Branch Office does not match exactly with the firm name of the Host Office and this is a new Agreement for the current tax year or Service Year as the case may be, or the firm name of the Host User or Branch Office is different from the firm name used in the Software, Licensee must remit adequate documentation evidencing the qualifying status of the Host Office and each Branch Office location, e.g. articles of incorporation, bonafide partnership agreement, or purchase agreement. (Intuit may also require adequate documentation if the name of the host office and Branch Office is the same, but Intuit deems such name to be of a generic nature.) Licensee acknowledges that this firm name and address will appear in the “Paid Preparer” designation on tax returns processed using the Tax Programs. **ANY ALTERATION, DELETION, MODIFICATION, OR CHANGE OF ANY KIND TO THE INFORMATION WHICH APPEARS IN THE “PAID PREPARER” DESIGNATION IS STRICTLY PROHIBITED AND CONSTITUTES A VIOLATION OF INTUIT’S REGISTERED COPYRIGHTS** (except to the extent the Software contain functionality permitting the preparation of “self-prepared” returns).

6. WARRANTIES.

6.1 **Limited Warranty.** For a period of ninety (90) days after the Software ship date, Intuit warrants that the media on which the Software is distributed will be free from defects in materials and workmanship under normal operating conditions. If the media is defective, Intuit will replace the defective media at no charge. Replacement Software will be mailed to you or you can download through an Intuit Update.

6.2 All warranties or guarantees given or made by Intuit with respect to the Software (1) are for the benefit of the original Licensee of the Software only and are not transferable, and (2) shall be null and void if a Licensee breaches any terms or conditions of this Agreement.

7. LIMITATION OF LIABILITY.

LICENSEE AGREES TO TAKE FULL RESPONSIBILITY FOR ANY AND ALL LIABILITY ARISING FROM THE PREPARATION OF TAX RETURNS PROCESSED USING THE SOFTWARE PROVIDED UNDER THIS AGREEMENT AND FOR LICENSEE’S FAILURE TO UPDATE THE SOFTWARE.

8. **PROFESSIONAL RESPONSIBILITY.** Licensee understands and agrees that all decisions regarding the tax treatment of items reflected on tax returns prepared by Licensee using the Software are made solely by the Licensee and that use of the Software does not relieve Licensee of responsibility, including those to any third party, for the preparation, content, accuracy, and review of such returns.

Licensee acknowledges that Licensee does not rely upon Intuit for advice regarding the appropriate tax treatment of items reflected on returns processed using the Software. Licensee agrees to review any computations made by the Software and satisfy himself or herself that those computations are correct.

8.1 Licensee accepts full responsibility for: (i) selection of adequate and appropriate Software to satisfy Licensee's business needs and achieve Licensee's intended results; (ii) use of the Software; (iii) all results obtained from the Software, and (iv) selection, use of, and results obtained from any other programs, computer equipment or services used with the Software.

8.2 Licensee agrees that Intuit is not and shall not be responsible for retaining records of Licensee's clients' tax information, tax returns or other client data, and Licensee hereby releases Intuit from, and agrees to indemnify Intuit for any liability or damages arising out of, or relating to, the loss of any such data. Intuit may retain certain client data for its own administrative purposes.

8.3 You accept full responsibility for obtaining any client and other third party consents or authorizations (in compliance with IRC 7216 and any other applicable law, regulation and governmental licenses) in connection with your use of any services offered in connection with or accessible through the Software (including the transmission to, or processing, storage or retransmission by, Intuit of client tax return information), and hereby represent that you have or will obtain such consents or authorizations. You agree that Intuit and its affiliates are not and shall not be responsible for retaining records of your clients' tax information, tax returns or other client data, and hereby release Intuit and its affiliates from, and agree to indemnify Intuit and its affiliates for any liability or damages arising out of, or related to, the loss of any such data. Intuit and its affiliates may retain and use certain client data as may be required by law or otherwise for its own administrative and business purposes, which may include testing, improving, and developing Software functionality, as well as statistical analysis of such data. Intuit is not required or obligated to provide you with copies of this information. Intuit and its affiliates may also collect, retain and use data related to your use of the Service, to create statistics and reports for various business purposes, to understand feature use, to provide you with information or offers for products or services that may interest you, as well as to improve the Content, Software and Services.

8.4 You are responsible for safeguarding taxpayer Information as set forth in the [IRS Publication 4600](#) and [Publication 4557](#).

8.5 **Confidentiality.** Information about your customers that you provide to Intuit and its affiliates will not be disclosed to third parties without your permission, except in the following instances: (i) to fulfill a request for services you've requested; (ii) to vendors who perform a specific function on behalf of Intuit and its affiliates and have agreed to keep such information confidential; or (iii) when required by law or to comply with a legal process. Such information is available to Intuit and its affiliate employees on a need-to-know basis, who are trained on proper data handling.

9. REMOTE ENTRY PROCESSING (REP) & ELECTRONIC FILING (EF). Remote Entry Processing ("REP") permits Licensee to use, on a pay-per-return basis, any of Intuit's tax preparation programs not licensed by Licensee for unlimited in-house during the Service Period. Electronic Filing ("EF") permits Licensee to electronically transmit completed 2022 tax returns, extensions and other filing types, where applicable, to the Internal Revenue Service ("IRS") and to certain state taxing authorities, subject to the availability and capabilities of the Software and Fast Path Services during the Service Period.

Intuit may at any time and in its sole discretion change or discontinue any aspect, availability or feature of the Remote Entry Processing (REP) and Electronic Filing (EF). Year round and multi-year e-file is only supported if you are a current customer. EF in subsequent years will require a separate end user license agreement and payment of the then-current fee.

If you choose to file returns electronically, the tax returns will be transmitted electronically to the Intuit Electronic Filing Center, where they will be transmitted to the applicable federal or state taxing authority. Intuit will retain any records required by law. Intuit cannot guarantee that the taxing authority will accept a return due to circumstances beyond Intuit's control (e.g., incorrect user information, malfunction of the tax authority's system, etc.). You are responsible for verifying the status of returns that you file electronically to confirm that they have been received and accepted by the applicable taxing authority and, if necessary, for filing them manually. By using Intuit's system to prepare and submit tax returns, you consent to the disclosure by Intuit to the IRS and any other tax or revenue authority of all information pertaining to your use of the Services. The Intuit Electronic Filing Center will only accept returns from and transmit returns for Authorized IRS e-file Providers as set forth by the IRS in Publication 3112 and Publication 1345. Intuit reserves the right at any time to require users of the Electronic Filing Service to provide information verifying that they are Authorized IRS e-file Providers using a valid IRS issued EFIN. If you are unable or unwilling to provide information or documentation to verify your validly issued Authorized IRS e-file Provider or EFIN status in a form acceptable to Intuit, or if Intuit is unable to verify or validate your status, Intuit may block your access or ability to use the Software or your ability to prepare, submit, process or transmit returns via the Software. Intuit may at any time and in its sole discretion change or discontinue any aspect, availability or feature of the Services. Intuit shall have the right at any time, at its sole and absolute discretion, to condition Licensee's use of REP upon Licensee's authorization to have future REP charges automatically debited to Licensee's bank or credit card account. Intuit reserves the right at any time, at its sole and absolute discretion, to suspend and/or terminate REP service to Licensee if Licensee is delinquent in the payment of any charges owed to Intuit, including, without limitation, checks returned to Intuit for insufficient funds.

If you are filing one or more State tax returns for a client, then by using a computer system and software to prepare and transmit your client's return(s) electronically, you consent to the disclosure of all information pertaining to your use of the system and software to create your client's return(s) and to the electronic transmission of your client's tax return(s) to the State in which you are filing the return(s) as applicable by law.

9.1 **REP Fees.** Licensee agrees to pay an REP transaction fee each time Licensee requests to process a tax return. The then current REP transaction fees are made available via a link through MyAcct. Sales tax will be charged on all REP processing transactions in states where applicable. The 2022 Program Release Date shall mean December 31, 2022 or the date Intuit releases its REP services to the general client base of the 2022 tax program, whichever occurs first.

9.2 REP billing statements will be delivered to Licensee monthly via either eStatements, email or direct mail communication. All statements are due immediately upon receipt. If payment is not received within thirty (30) days after the statement date, Intuit shall have the right to notify Licensee of such, and to disconnect Licensee from REP and EF services. In the event of any such disconnection, Licensee shall be liable for a reactivation charge of up to \$50.00 to re-establish REP and EF services. In the event payment is not received within forty-five (45) days after the statement date, Intuit shall also have the right to charge late fees on the amount owed, calculated from the statement date to the date of payment, at 5% per annum. In the event payment is received but not honored by Intuit's processing bank or agent, due to insufficient funds or other reasons, Intuit shall also have the right to charge a processing fee of \$29.00 for such insufficient funds.

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

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

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

11. ONLINE DATA TRANSFER (not applicable for Software and Trial versions that do not include access to the Online Data Transfer feature).

You may have the option to transfer your data files from the Software to Intuit's online servers (the "Online Data Transfer") in order to facilitate certain interoperability, data integration, and data access between the Software and certain supported ancillary services you may sign up for and use in connection with the Software (the "Ancillary Services"). Separate fees may apply. In order for you to select the Online Data Transfer option, you must (i) have registered select versions of the Software, (ii) have Internet access, and (iii) and may need to be an active subscriber to the Ancillary Services. If you select the Online Data Transfer option, a copy of all or part of your firm, data files will be transferred via the Internet to Intuit's servers (the "Transferred Files"); where you grant Intuit the right and license to (i) host and maintain the Transferred Files and (ii) use the Transferred Files to make the Ancillary Services available to you, (iii) reformat and manipulate the Transferred Files as reasonably necessary for the data to function with the Ancillary Services. Your original data files will remain in the Software. If you are signed-up for any Ancillary Services that support Online Data Transfer, you will then have the option to have the Transferred Files sent to any of those supported Ancillary Services (a "Data Transfer"). If you are no longer signed-up for an Ancillary Service, you will no longer be able to process Data Transfers to that Ancillary Service.

If you authorize a Data Transfer for a third party Ancillary Service, you authorize Intuit to provide the Transferred Files to the third party provider of such Ancillary Service in order to provide the Ancillary Service to you .

12. ADDITIONAL THIRD PARTY SOFTWARE LICENSING TERMS. The Software may contain third party software components which are governed by and subject to commercial terms and licenses as provided below. Licensee must comply with any such commercial terms and licenses with regard to these separate third party software components. Intuit makes no warranty concerning these third party software components.

12.1 **Adobe Flash 9.9** Adobe® Flash® Player. Copyright © 1996 - 2008. Adobe Systems Incorporated. All Rights Reserved. Patents pending in the United States and other countries. Adobe and Flash are either trademarks or registered trademarks in the United States and/or other countries.

12.2 **EmbeddedWB ALL.** This product may contain EmbeddedWB ALL, the source code of which can be found here <http://www.bsalsa.com>. EmbeddedWB ALL is licensed under the terms of the GNU General Public License v2, which can be found here <http://www.opensource.org/licenses/gpl-2.0.php>.

12.3 **Foxit PDF SDK DLL.** PDF Reader is Powered by Fox. Copyright © 2003-2021 by Foxit Software Inc.

12.4 **Java Runtime Engine 1.8.** This product may contain Java Runtime Engine 1.8 Java Runtime Engine is licensed under the terms of the Binary Code Java Platform, Standard Edition Runtime Environment OEM License Agreement, which can be found here <http://bugreport.sun.com/bugreport/oemlicense.jsp>.

12.5 JaxB 2 Contains JaxB 2, Copyright 2009, Sun Microsystems, Inc. The source code is available at <https://jaxb.dev.java.net/> and is licensed under the Common Development and Distribution License (CDDL). You may obtain a copy of the license at <http://www.sun.com/cddl/cddl.html>.

12.6 JX for Delphi Win32 Copyright ©2003-2008 J4SOFT.

12.7 Primitive Collections for Java 1.2. This product may contain Primitive Collections for Java 1.2, the source code of which can be found here <http://sourceforge.net/projects/pcj/>. Primitive Collections for Java 1.2 is licensed under the terms of the GNU Lesser General Public License v2.1, which can be found here <http://www.opensource.org/licenses/lgpl-2.1.php>.

12.8 SharpZipLib This product may contain SharpZipLib, the source code of which can be found here <http://www.icsharpcode.net/OpenSource/SharpZipLib/>. SharpZipLib is licensed under the terms of the GNU General Public License v2, which can be found here <http://www.opensource.org/licenses/gpl-2.0.php>, subject to the GNU ClassPath Exception, which can be found here <http://www.gnu.org/software/classpath/license.html>.

12.9 Spring Framework 2.5 This distribution may contain Spring Framework 2.5, Copyright © 2009 SpringSource. Licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at <http://www.apache.org/licenses/LICENSE-2.0>. Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.

12.10 Certain Database Functions

The following are additional license terms for third party software components used to manage the Software client file database, as well as other database functions. The definitions contained in the following sub-license agreement shall apply only to that sub-license agreement.

CodeBase Sub-License Terms and Conditions Whereas, Intuit has licensed software from Sequiter Software Inc. (Sequiter) under the terms of the CodeBase Software License Agreement.

Whereas, Intuit has certain distribution rights to the licensed software provided this legal agreement is imposed upon you, the end-user of Intuit Software (the "CodeBase Sub-Licensee").

Whereas, Intuit has agreed not to directly or indirectly distribute software which provides programmatic database capabilities and which also uses the Licensed CodeBase Software unless otherwise agreed to by Sequiter.

Whereas, this legal document is an agreement between Intuit and you, the CodeBase Sub-Licensee (hereinafter referred to as the "Sub-License Agreement").

1. Definitions

Licensed Software: This is the Sequiter computer programs contained in the CodeBase software package or any computer programs containing parts of the computer programs in the package. These programs could be represented in any form: in print, as electronic source code, as compiled object modules, as a library file, a dynamic link library, or an executable program. It includes the CodeReporter and CodeControls software, which is bundled with CodeBase.

Machine Code: This is a form of software, which is directly understood by the computer hardware and is generated by a compiler from source code.

Executable Software: This is a machine code form of the Licensed Software, which is contained in an executable file. Under Microsoft Windows the name extension of executable software is ".EXE."

Loadable Software: This is a machine code form of the Licensed Software, which is contained in a DLL, VBX or OCX file. Under Microsoft Windows the name extensions of DLL, VBX and OCX are ".DLL", ".VBX" and ".OCX" respectively.

Distributable Loadable Software: This is all Loadable Software except for the Server Engine Software.

2. Sub-License

You may use the Distributable Loadable Software with, and only with, application(s) provided by Intuit. You agree not to use the Distributable Loadable Software for any other purpose. You agree not to use the Distributable Loadable Software for the purposes of software development and agree to take appropriate measures to ensure that no one uses the Distributable Loadable Software for the purposes of software development without an appropriate separate license.

3. Copyright

The Distributable Loadable Software and other accompanying materials, including but not limited to printed or electronic text and images, is owned by Sequiter or its suppliers and is protected by copyright laws and international treaty provisions. Consequently, you may not make copies of this copyrighted material except as expressly provided herein.

4. No Warranties

To the maximum extent permitted under applicable law, the Distributable Loadable Software is provided "as is" without any kind of warranty on behalf of Sequiter Software Inc. You accept full responsibility for determining whether the Distributable Loadable Software is suitable for any particular purpose and for protecting yourself against any possible consequential damages.

5. Severability

If any clause in this Sub-License Agreement is held to be contrary to law, that clause shall be severed and the rest of the Sub-License Agreement shall be enforceable to the fullest extent possible.

6. U.S. Government Restricted Rights.

The CodeBase software package and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable.

7. You will not modify, disassemble, decompile or reverse engineer any of the Distributable Loadable Software.

8. Entire Agreement

This Sub-License Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and there are no statements, representations, warranties, undertakings or agreements, written or oral, express or implied, direct or indirect, collateral or otherwise, between the parties hereto, except as herein set forth.

12.11 Intuit Lacerte Document Management System

Fax Functionality. The following are additional license terms for third party software components used in the Software to provide fax functionality: THE SOURCE CODE VERSION OF TURBOPOWER ASYNC PROFESSIONAL SOFTWARE VERSION 4.06 (Source Code) IS AVAILABLE UNDER THE TERMS OF THE MOZILLA PUBLIC LICENSE 1.1 (Mozilla License). In the event of a conflict between the Intuit Terms of Service with respect to such Source Code, the Mozilla License shall control. Any terms for the executable version of the TurboPower Async Professional Software version 4.06 set forth in the Intuit Terms of Service for Lacerte Tax Software that are different from the terms of the Mozilla License are offered by Intuit Inc. and not by TurboPower Software or any contributor to TurboPower Async Professional Software version 4.06.

12.12 Microsoft Software License Terms.

IMPORTANT: READ CAREFULLY—These Microsoft Corporation ("Microsoft") operating system components, including any "online" or electronic documentation ("OS Components") are subject to the terms and conditions of the agreement under which you have licensed the applicable Microsoft operating system product ("OS Product") described below (each an "End User License Agreement" or "EULA") and the terms and conditions of this Supplemental EULA. BY INSTALLING, COPYING OR OTHERWISE USING THE OS COMPONENTS, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE APPLICABLE OS PRODUCT EULA AND THIS SUPPLEMENTAL EULA. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT INSTALL, COPY OR USE THE OS COMPONENTS.

NOTE: IF YOU DO NOT HAVE A VALID EULA FOR ANY "OS PRODUCT", YOU ARE NOT AUTHORIZED TO INSTALL, COPY OR OTHERWISE USE THE OS COMPONENTS AND YOU HAVE NO RIGHTS UNDER THESE SUPPLEMENTAL TERMS.

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE. If you comply with these license terms, you have the rights below.

1. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not work around any technical limitations in the software; reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation; make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation; publish the software for others to copy; rent, lease or lend the software; transfer the software or this agreement to any third party; or use the software for commercial software hosting services.

2. BACKUP COPY. You may make one backup copy of the software. You may use it only to reinstall the software.

3. DOCUMENTATION. Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

4. SUPPORT SERVICES. Because this software is "as is," we may not provide support services for it.

5. DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED "AS-IS." YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

6. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES. This limitation applies to anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law. It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

12.13 JNBridgePro

JNBridgePro Runtime Components, Copyright 2002-2021. You may obtain a copy of the license at <http://jnbridge.com/license-agreements>. JNBridge LLC. JNBridge is a registered trademark and JNBridgePro is a trademark of JNBridge, LLC.

12.14 OmniThread library

Copyright (c) Primo Gabrijelcic All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. Neither the name of Primo Gabrijelcic may not be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.