

**Software License and Services Agreement
Tax Year 2006 ProSeries® Tax Products**

IMPORTANT INFORMATION -- Please Read

1. Agreement Acceptance; Licensing

This Software License and Services Agreement (“Agreement”) is between you (as defined below) and Intuit Inc. (“Intuit”). You understand and agree that this Agreement applies to the Software (as defined below) regardless of: (1) your License date or the date Intuit ships Software to you; (2) whether you have acquired the Software for use on a pay-per-return or unlimited use basis; or (3) whether you have acquired the Software for evaluation purposes. This Agreement will only appear when you install the first CD-ROM (or other alternative media) that Intuit ships to you on which the Software resides (“Initial CD”), but applies as to all Software you acquire. Do not install or use the Software until you have carefully read this Agreement, which provides the terms and conditions for its use (subject to any additional terms and conditions in any Release Notes, as hereinafter defined).

Before installing the Software, you must read the release notes that are shipped with the Software (“Release Notes”). The Release Notes may contain important additional terms governing the use of the Software and its related services. Use of the Software and related services is also subject to the terms contained in any Release Notes, which Intuit may update from time to time.

Installing and using the Software indicates that you have read, understand and accept this Agreement. If you do not accept this Agreement, contact Intuit Customer Service at 800-374-7317 to obtain a return merchandise authorization (RMA) and return the Software within thirty days of the Initial CD ship date to Intuit Returns, P.O. Box 190004, Greenville, SC 29390-9004.

The Software includes a licensing software component that requires you to provide your customer I.D. number and your ZIP code via a secure Internet connection or via telephone in order to access and use the Software. Once you have accepted this Agreement and installed the Software, you will be prompted to supply this information.

As used in this Agreement, the terms “you,” “your,” “user,” “end user,” “Licensee” and “licensee” are synonymous, and refer to the person or entity (including authorized employees of such entity) who has purchased or otherwise obtained a license for one or more of the software products listed below from Intuit as reflected in Intuit’s records (a “License”).

As used in this Agreement, “Software” shall mean the 2006 versions of the Software with which this Agreement is included and all Updates thereto (as hereinafter defined), and any accompanying product documentation, regardless of: (a) the manner in which such products may be bundled; (b) the method by which you acquire the Software from Intuit (by downloading via the Internet, via CD-ROM or other alternative media); (c) whether you licensed the Software for non-network use or for network use as permitted by this Agreement; or (d) the time at which you acquire the Software.

2. Permitted Uses and Restrictions on Use

Intuit reserves all patent, copyright, trade secret, trade name, trademark, and other proprietary rights related to the Software and you shall not infringe or violate such rights. This license grants you a personal, non-exclusive, non-transferable license to use only one copy of the Software at the single location designated as your primary business firm location in the Software (except as provided in the paragraphs below regarding use on personal computers at home residences and use on laptop computers). You may make one archival or backup copy of the Software for your own use. Independent practitioners or separate firms that occupy or share the same office space as you may not use the Software, even though they may be connected to a local area network on which the Software is installed.

For limited versions of the ProSeries Basic version of Software products that you License (e.g., maximum of 50 tax returns version), this license grants you a personal, non-exclusive, non-transferable license to use one copy of the Software on one computer at the single location designated as your primary business firm location in the Software to print and/or electronically file the maximum allowed number of tax returns for the limited version of the Software product(s) that you License. The Software will include a tracking mechanism that tracks the number of tax returns that you print and/or electronically file. If you need to print or electronically file more than the maximum allowable tax returns for the Software product or bundle that you Licensed, contact Intuit Customer Service to upgrade or follow the in product directions for the option to ‘Pay-Per-Return’. After the maximum number of returns is printed and/or electronically filed, you will be able to prepare additional tax returns, but you will be unable to print or electronically file additional tax returns.

The Software may be loaded and used on the personal computers at the home residences of you and your employees, provided that (1) you and your employees use the Software solely for the purpose of preparing tax returns in accordance with the paragraph herein entitled Copyright; and (2) neither you nor any of your employees meets clients at your or your employees' homes, or otherwise use their homes in a manner customary for a commercial business office, unless your home address appears in the Software as your primary business firm address. If you or any of your employees meet clients at their home or otherwise conduct business from their home, or if any such person uses the Software for the preparation of tax returns other than in accordance with the paragraph herein entitled Copyright, such person must obtain a separate license from Intuit.

You and your employees may load and use the Software on laptop computers outside of the licensed location, provided the use on laptop computers at any single non-licensed location does not exceed a total of fifteen days in any calendar year, and further provided that the Software is used solely for preparing tax returns in accordance with the paragraph herein entitled Copyright.

For the ProSeries Professional versions of the Software products that you license, this Agreement authorizes your use of one copy of the Software only at one location on one or more of your non-networked computers. The Software may not be used in a local area network ("LAN") environment without licensing the network version of the Software. The fee paid for the network version covers the LAN operation of the Software. To order the Software for a LAN, contact Intuit Professional Sales at 800-934-1040. As a condition to using the Software on a LAN, you must have paid an initial license fee for the first copy of the Software and then paid an additional fee to license the Software for use on a LAN, as evidenced on your packing slip. If you pay such initial and network fees, you are granted a personal, non-exclusive, non-transferable license to install and use the Software on one or more computers in a LAN so long as such computers and LAN are located at your primary business firm address indicated in the Software.

You may not place, install or use any portion of the Software on a wide area network or on any electronic media including, but not limited to World Wide Web sites, GOPHER sites, any other server that is Internet-enabled, electronic bulletin boards or forums, or timesharing services.

You agree that you shall not: make additional copies or otherwise duplicate the Software by any other means (including electronic transmission); provide copies to another person; or, modify, adapt, translate, rent, sublicense, loan, sell, resell, transfer, distribute, assign, create derivative works based upon or network the Software or any part thereof. The Software also contains Intuit trade secrets, and you may not decompile, disassemble or otherwise reverse engineer the Software.

The Software relates to a single tax year. Software relating to subsequent tax years shall be subject to a separate license agreement and require the payment of the then current license or usage fees. Intuit shall have the right at any time, in 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 or recommended to operate the Software.

3. Copyright

YOU REPRESENT TO INTUIT THAT THE FIRM NAME AND ADDRESS APPEARING IN THE FIRM INFORMATION SECTION OF THE SOFTWARE IS THE PRIMARY BUSINESS FIRM NAME AND ADDRESS USED BY YOU IN THE NORMAL COURSE OF BUSINESS. You acknowledge that this firm name and address will appear in the "Paid Preparer" designation on tax returns processed using the Software. ANY ALTERATION, DELETION, MODIFICATION, OR CHANGE OF ANY KIND TO THE INFORMATION THAT APPEARS IN THE "PAID PREPARER" DESIGNATION IS STRICTLY PROHIBITED AND CONSTITUTES A VIOLATION OF INTUIT'S REGISTERED COPYRIGHTS (except to the extent the Software contains functionality permitting: (a) the preparation of "self-prepared" or "non-paid preparer" returns; or (b) an alteration, deletion, modification or change of such "paid preparer" designation expressly authorized by Intuit as evidenced by Intuit's records).

You shall not provide or otherwise make available the Software in any form to any person other than you and your employees (including your ProSeries customer number and access codes). Unauthorized use of the Software can result in civil damages and criminal penalties.

4. Pay-Per-Return Licensing and Pay-Per-Return Electronic Filing

Pay-Per-Return ("PPR") is a licensing option offered by Intuit that allows you to use some of the ProSeries tax preparation products on a pay per return basis and to electronically file tax returns on a pay per return basis. You acknowledge and understand that: (1) when you authorize payment for printing or converting a tax return for your client, a taxpayer, on a pay-per-return basis, a PPR fee is charged after which time you may print or convert that particular return for that particular client an unlimited number of times with no additional PPR fee charge; (2) when you electronically file a tax return on a pay per return basis, a PPR fee is charged, (3) the amount of money that you place in your PPR account is not refundable, is not transferable and may not be carried forward to another tax year; and (4) it is your responsibility to manage your PPR account so that you only place the amount of money in your PPR account that you actually need.

Intuit has the right at any time, in its sole and absolute discretion, to condition your use of the Software, or the Intuit Services (defined in Section 7 below) upon your payment of applicable pay-per-use or pay-per-return charges. Additionally, Intuit reserves the right at any time, in its sole and absolute discretion, to suspend and/or terminate your use of the Software or any the Intuit Services if you are delinquent in the payment of any charges owed to Intuit, including, without limitation, checks returned to Intuit for insufficient funds and denied credit or charge card amounts.

5. Third Party Licensing Terms

From time to time Intuit may include software components provided by third parties in the Software. Licensing terms for certain third party software components contained in the Software are set forth in attached Exhibit A, which by this reference is made part of this Agreement. Additional third party licensing terms may also be provided in Release Notes.

6. Updates

Intuit may, if practical and appropriate, update the Software from time to time to include revisions related to problem resolution in the Software such as bug fixes and workarounds or for other issues that require revisions to the Software ("Updates") and offer such Updates to you. However, any such revision of the Software shall be at Intuit's sole discretion and Intuit shall have no obligation, express or implied, to provide Updates. Intuit shall have the right, in its sole discretion, to withhold the shipment of or access to Updates if you are delinquent in the payment of any charges owed to Intuit including, without limitation, charges for pay-per-return or electronic filing fees. You acknowledge and agree that Intuit may, in its sole discretion, issue Updates in an alternative media, including compact discs and in downloadable form via the Internet.

7. Intuit Services and Product Support; Third Party Services.

A. Intuit Services.

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 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. Intuit may at any time and in its sole discretion change or discontinue any aspect, availability or feature of the Services.

Online Services. Intuit may provide access to other online and connected services or features, including but not limited to its in-product task scheduler features. The telecommunications delivery systems used in connection with the Intuit Services such as the Internet, can be unpredictable in their performance and may, for example, affect access to or the performance of such Intuit Services. You agree that Intuit is not in any way responsible for any such interference with your use of or access to the Intuit Services. You are also responsible for providing, at your expense, any access to the Internet and required equipment or software.

Product Support. Intuit may offer, in its sole discretion, product support for the Software and certain of the Intuit Services using a variety of methods (e.g. remote, Internet, fax and phone) either at no charge to you, as determined by Intuit in its sole discretion, or at Intuit's then current rates, which rates may be changed from time to time by Intuit without notice. Intuit may modify or discontinue offering Product Support at any time, in its sole discretion. Any Product Support offered by Intuit shall not constitute a continuing obligation to provide Product Support.

Product Support, if offered, is subject to Intuit's discontinuation policy and will be available to you for a one-year period from the date the Software is first released to Intuit's general client base, but is limited to the use of the Software or Intuit Services on the hardware and operating systems specified in the documentation for the Software. Additionally, you (and not Intuit) are responsible for providing any support to your clients in connection with their use of connected and online services available to them arising from your use of the Software and its related services.

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

B. Third Party Services. In connection with the promotion or your use of the Software, you may be made aware of or offered services, features, products, offers and promotions provided by third parties, and not by Intuit, such as bank products and internet based offerings ("Third Party Services"). Third Party Services may be subject to the terms and conditions specified by the third party providing such Third Party Services. If you decide to use Third Party Services, you are responsible for

reviewing, understanding and complying with any such terms and conditions governing any Third Party Services. Your participation in such Third Party Services indicates your acceptance of the terms and conditions for such Third Party Services. You agree that the third party, and not Intuit, is solely responsible for the performance of the Third Party Services.

8. Professional Responsibility

Tax laws and regulations change frequently and their application can vary widely based upon the specific facts and circumstances involved. You understand and agree that all decisions regarding the tax treatment of items reflected on tax returns prepared by you using the Software are made solely by you and that use of the Software does not relieve you of responsibility, including those to any third party, for the preparation, content accuracy, and review of such returns. You acknowledge that you are not relying upon Intuit for advice regarding the appropriate tax treatment of items reflected on returns processed using the Software, and agree to review any computations made by the Software and satisfy yourself that those computations are correct.

You accept full responsibility for: (1) selection of adequate and appropriate Software to satisfy your business needs and achieve your intended results; (2) use of the Software; (3) all results obtained from the Software, (4) verifying the accuracy of tax data converted by Intuit, and (5) selection, use of, and results obtained from any other programs, computer equipment or services used with the Software. You also accept full responsibility for any and all liability arising from the preparation of tax returns processed using the Software, and agree to indemnify Intuit and hold it harmless against any and all liability to the United States Government or other parties arising out of your use of the Software, including damages, recoveries, deficiencies, interest, penalties and reasonable attorneys' fees.

You accept full responsibility for obtaining any client and other third party consents or authorizations (including any applicable 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 is not and shall not be responsible for retaining records of your clients' tax information, tax returns or other client data, and hereby release Intuit from, and agree to indemnify Intuit for any liability or damages arising out of, or related to, the loss of any such data. Intuit may retain certain client data for its own administrative and business purposes or as otherwise required by law.

You are solely responsible and liable for the security of your Software and controlling any access or use thereof including, but not limited to, the designation of systems administrators, account passwords and the designation of any bank account information where proceeds from bank products are deposited.

9. Limited Warranty

For a period of ninety 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, provided you return the Software to Intuit Returns, P.O. Box 190004, Greenville, SC 29390-9004 within ninety days of the Software ship date. Replacement Software will be mailed to you.

10. 30-DAY SATISFACTION GUARANTEE; SOFTWARE PRODUCT RELEASE DATES GUARANTEE

30-Day Satisfaction Guarantee. If you are: (a) not satisfied for any reason with the Software and (b) you are a new customer with respect to that Software product, in order to receive a refund under this paragraph you must contact Intuit Customer Service at 800-374-7317 to obtain a return merchandise authorization and return the Software via U.S. Post Office within thirty (30) days of receipt to Intuit Returns, P.O. Box 190004, Greenville, SC 29390-9004. Returns made by other means than the U.S. Post Office may be returned to Intuit, Inc. Returns Department, 110 Hidden Lake Circle, Duncan, SC 29334. Any such refund under this paragraph shall be equal to the Software license fee paid for the returned Software less service and delivery fees.

The remedy under this section constitutes Intuit's entire liability and your sole and exclusive remedy for dissatisfaction with the Software, regardless of the reason for same.

Software Product Release Dates Guarantee. Intuit guarantees to release the 2006 ProSeries federal 1040 (excluding 1040NR), 1065, 1120 and 1120S products plus every 2006 ProSeries state individual product (with primary resident forms) on or before January 31, 2007. This guarantee applies to the above federal and state products for which Intuit receives federal or state forms from the IRS and tax authority agencies by January 1, 2007. If we do not meet the guaranteed release date for any of the above products, Intuit will refund 100% of the purchase price (minus service and delivery fees) for that product upon request – and Intuit will still rush the product to you as soon as possible.

11. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 9 and 10 ABOVE, THIS SOFTWARE AND ANY INTUIT SERVICES AND ANY CONTENT ACCESSIBLE THROUGH THE SOFTWARE OR INTUIT SERVICES ARE PROVIDED "AS-IS" AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INTUIT, ITS AFFILIATES, LICENSORS, PARTICIPATING FINANCIAL INSTITUTIONS, THIRD PARTY CONTENT OR SERVICE PROVIDERS, DEALERS AND SUPPLIERS (COLLECTIVELY "SUPPLIERS") DISCLAIMS ALL GUARANTEES AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY REGARDING THE SOFTWARE, PHYSICAL MEDIA AND RELATED MATERIALS AND INTUIT SERVICES, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE OR NONINFRINGEMENT. INTUIT DOES NOT WARRANT THAT THE SOFTWARE OR RELATED INTUIT SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, OR ERRORS, OR THAT THE SOFTWARE OR INTUIT SERVICES WILL MEET YOUR REQUIREMENTS. FURTHER, INTUIT DOES NOT WARRANT ACCESS TO THE INTERNET OR TO ANY OTHER SERVICE OR CONTENT OR DATA THROUGH THE SOFTWARE. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. IN THAT EVENT, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO 60 DAYS FROM THE DATE OF PURCHASE OR DELIVERY OF THE SOFTWARE, AS APPLICABLE. HOWEVER, SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

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.

12. LIMITATION OF LIABILITY AND DAMAGES

YOU AGREE THAT IN NO EVENT WILL INTUIT BE LIABLE FOR ANY LOSS, COST, LIABILITY INCURRED AS A RESULT OF YOUR RECEIPT OF OR PARTICIPATION IN THIRD PARTY SERVICES. THE ENTIRE CUMULATIVE LIABILITY OF INTUIT AND ITS SUPPLIERS FOR ANY REASON ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INTUIT AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES RELATING TO LOSS OF BUSINESS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, TELECOMMUNICATION FAILURES, CORRUPTION OR THEFT OF DATA, DAMAGES RELATING TO ERRORS IN PERFORMING ANY SERVICES OR DATA ENTRY, CALCULATION ERRORS, TAX POSITIONS TAKEN BY YOU, LOSS OF PROFITS OR INVESTMENT, USE OF THE SOFTWARE WITH HARDWARE OR OTHER SOFTWARE THAT DOES NOT MEET INTUIT'S SYSTEMS REQUIREMENTS OR THE LIKE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF INTUIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO LICENSEE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN INTUIT AND YOU. INTUIT WOULD NOT BE ABLE TO HAVE PROVIDED THIS SOFTWARE OR SERVICES WITHOUT SUCH LIMITATIONS.

IN NO EVENT MAY YOU BRING ANY CLAIM OR CAUSE OF ACTION AGAINST INTUIT MORE THAN ONE YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES. THIS AGREEMENT IS SOLELY FOR THE BENEFIT OF INTUIT AND LICENSEE, AND NOT FOR THIRD PARTIES. IN NO EVENT DOES INTUIT ASSUME ANY LIABILITY TO ANY PARTY OTHER THAN LICENSEE ARISING OUT OF YOUR USE OR INABILITY TO USE THE SOFTWARE OR INTUIT SERVICES, AND YOU AGREE TO INDEMNIFY INTUIT AGAINST ANY CLAIMS BROUGHT BY SUCH PARTIES.

LICENSEE AGREES TO TAKE FULL RESPONSIBILITY FOR ANY AND ALL LIABILITY ARISING FROM THE PREPARATION OF TAX RETURNS PROCESSED USING THE LICENSED PROGRAMS PROVIDED UNDER THIS AGREEMENT AND FOR LICENSEE'S FAILURE TO UPDATE THE SOFTWARE, AND LICENSEE AGREES TO INDEMNIFY INTUIT AND HOLD IT HARMLESS AGAINST ANY AND ALL LIABILITY TO THE UNITED STATES GOVERNMENT OR OTHER PARTIES ARISING OUT OF THE USE OF THE LICENSED PROGRAMS, INCLUDING DAMAGES, RECOVERIES, DEFICIENCIES, INTEREST, PENALTIES AND REASONABLE ATTORNEY'S FEES.

13. UPGRADE OPTIONS

General Upgrade. Depending on the Software product(s) that you License, upgrade options may be available (for example, upgrade from pay-per-return to unlimited use or upgrade from the ProSeries Basic version 50-return suite to a ProSeries Basic version unlimited use offering or upgrade from the ProSeries Basic version Software to a different version of the Software). Contact Intuit Customer Service for further information on available upgrades.

14. Termination; General

Your rights under this Agreement may be terminated by Intuit immediately and without notice if you fail to comply with any term or condition of this Agreement, and Intuit is entitled to enforce its rights hereunder by an action for damages or by specific performance, injunctive or other equitable relief. Upon such termination, you must immediately uninstall the Software from your computer(s) and/or LAN, return the Software to Intuit and destroy all backup copies. Any termination of this Agreement shall not affect Intuit's rights hereunder. Intuit shall have the right to change or add to the terms of its Agreement at any time (provided that it is not Intuit's intent that such change substantially affect the license rights granted to you in Section 1 and for which consideration was paid by you), and to change, delete, discontinue, or impose conditions on any feature or aspect of the Software or Intuit Services (including internet based services, pricing, technical support options, and other product-related policies) upon notice by any means Intuit determines in its discretion to be reasonable, including sending you an email notification or posting information concerning any such change, addition, deletion, discontinuance or conditions in the Software or on any Intuit sponsored web site, including www.proseries.com.

Neither party shall be liable for any default or delay in the performance of its obligations (other than the payment of monies owed hereunder) under this Agreement to the extent its performance is delayed or prevented due to causes beyond its reasonable control, such as acts of God, natural disasters, terrorist acts, war or other hostilities, labor disputes, civil disturbances, the actions or omissions of third parties, electrical or communication system failures, or governmental action.

Except as expressly set forth in this Agreement, this Agreement and any additional licensing terms that may be contained in any Release Notes is a complete statement of the agreement between you and Intuit and sets forth the entire liability of Intuit and its Suppliers and your exclusive remedy with respect to the Software, Intuit Services, and Third party Services and their use. The Suppliers, agents, employees, distributors, and dealers of Intuit are not authorized to make modifications to this Agreement, or to make any additional representations, commitments, or warranties binding on Intuit. Any waiver of the terms herein by Intuit must be in a writing signed by an authorized officer of Intuit and expressly referencing the applicable provisions of this Agreement. If any provision of this Agreement is invalid or unenforceable under applicable law, then it shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. Intuit may freely assign this Agreement, in whole or in part. This Agreement will be governed by California law as applied to agreements entered into and to be performed entirely within California, without regard to its choice of law or conflicts of law principles that would require the application of law of a different jurisdiction, and applicable federal law. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The parties hereby consent to the exclusive jurisdiction and venue in the state courts in San Diego County, California or federal court for the Southern District of California. Headings are included for convenience only, and shall not be considered in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to." This Agreement does not limit any rights that Intuit may have under trade secret, copyright, patent or other laws.

15. Export Restrictions

You acknowledge that this Software is subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export this product, directly or indirectly, to: (1) any countries that are subject to US export restrictions; (2) any end user who has been prohibited from participating in US export transactions by any federal agency of the US government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that this product may include technical data subject to export and re-export restrictions imposed by US law.

16. U.S. Government Restricted Rights

The Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and the Department of Defense Federal Acquisition Regulations Sections 252.227-7014 (a) (1), (5). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227-7202-1 through 227-7202-4 (JUNE 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein.

Intuit Inc.
6220 Greenwich Drive
San Diego, CA 92122.

EXHIBIT A

Additional Third Party Software Licensing Terms

A.1 The provisions in this Section A.1 apply if you access the data in the Software as described below used to calculate the intangibles tax imposed by the states of Florida and/or Kentucky, as more particularly provided below.

Licensee acknowledges the Software contains data used to calculate the intangibles tax imposed by the states of Florida and Kentucky ("Data"). In the event Licensee accesses Data for certain illiquid and other miscellaneous securities including non-investment grade issues and issues with special terms and conditions, the following provisions shall apply as required by the vendor supplying such Data ("Vendor"):

(a) Fixed income securities are complicated financial instruments. There are many methodologies (including computer-based analytical modeling and individual security Evaluations*) available to generate approximations of their market value, and there is significant professional disagreement about which is best. No evaluation method, including those used by Vendor, may consistently generate approximations that correspond to actual "traded" prices of the instruments.

(b) Vendor's methodologies generate Evaluations; however, Licensee acknowledges that there may be errors or defects in Vendor's software, databases, or methodologies that cause resultant evaluations to be inappropriate for use in certain applications.

(c) Licensee acknowledges and agrees that it assumes all responsibility for edit checking, external verification of evaluations, and ultimately the appropriateness of use of Evaluations and other pricing data contained in the Software, regardless of any efforts made by Vendor in this respect. Licensee agrees to indemnify and hold Intuit and its vendors completely harmless in the event that errors, defects, or inappropriate Evaluations are contained in the Software.

For purposes of this Agreement, the term "Evaluation" means: (i) mathematically derived approximations of estimated value, or (ii) individual security evaluations for miscellaneous issues, such as non-investment grade issues and issues with special terms and conditions which may not fit into any of Vendor's current evaluation models. Evaluations are not the transaction price at which an investment can be purchased or sold in the market, since no evaluation can correspond to or approximate the actual market price which could be obtained by the end user on any given day for any particular security.

Mathematically derived Evaluations are based on certain market assumptions and evaluation methodologies reflected in proprietary algorithms and may not conform to trading prices or information available from third parties. In evaluating those miscellaneous issues described above, Vendor's evaluators concentrate on market integrity within both market sector and issuer, examine the individual characteristics of each issue and confer with broker/dealers and other information sources. Evaluations are sometimes referred to as "pricing services" or "prices" solely for convenience of reference. Vendor is an investment adviser registered with the U.S. Securities and Exchange Commission.

* Individual security evaluations are used for miscellaneous issues that may not fit into any of Vendor's current evaluation models. These issues are evaluated on a case by case basis. Vendor's evaluators concentrate on integrity within both market sector and issuer, examine the individual characteristics of each issue, and confer with broker/dealers and other information sources. Market sources are contacted by Vendor's evaluators when appropriate for the particular issue. These issue types include but are not limited to non-investment grade issues and issues with special terms and conditions. These issues are subject to the same quality control standards applied to other evaluations provided by Vendor.

A.2 The following are additional terms and conditions for third party software components used to manage the Software client file database, as well as other database functions. The definitions contained in this Section A.2 shall apply only to this Section A.2.

CodeBase Sub-License Terms and Conditions

Whereas, Intuit Inc. ("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's 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

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