

ProSeries® Software License and Services Agreement
Tax Year 2007

THANK YOU FOR SELECTING PROSERIES SOFTWARE. PLEASE REVIEW THIS SOFTWARE LICENSE AGREEMENT ALONG WITH ANY RELEASE NOTES THAT ARE SHIPPED WITH THE LICENSED PROGRAMS ("AGREEMENT") CAREFULLY BEFORE USING THE LICENSED PROGRAMS (DEFINED BELOW). LICENSEE'S INSTALLATION, OPERATION AND USE OF THE LICENSED PROGRAMS INDICATE LICENSEE'S ACCEPTANCE OF THIS AGREEMENT BETWEEN LICENSEE AND INTUIT INC. ("INTUIT"). IF LICENSEE CLICKS THE DO NOT ACCEPT BUTTON, THE LICENSED PROGRAM(S) WILL NOT BE INSTALLED. IF LICENSEE DOES NOT ACCEPT THIS LICENSE AGREEMENT, CONTACT INTUIT CUSTOMER SERVICE AT 800 374-7317 TO OBTAIN A RETURN MERCHANDISE AUTHORIZATION (RMA) AND RETURN THE LICENSED PROGRAMS WITHIN THIRTY (30) DAYS OF THE INITIAL CD-ROM SHIP DATE TO INTUIT RETURNS, P.O. BOX 190004, GREENVILLE, SC 29390-9004.

THE LICENSED PROGRAMS 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.

1. DEFINITIONS.

(i) "you," "your," "user," "Licensee" and "licensee" shall mean collectively the person or entity (including authorized employees of such entity) who has purchased or otherwise obtained a license for one or more of the Licensed Programs from Intuit as reflected in Intuit's records (a "License").

(ii) "Licensed Programs" shall mean the 2007 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 Licensed Programs from Intuit (by downloading via the Internet, via CD-ROM or other alternative media); (c) whether you licensed the Licensed Programs for non-network use or for network use as permitted by this Agreement; or (d) the time at which you acquire the Licensed Programs.

2. LICENSE AND RESTRICTIONS ON USE. Intuit hereby grants Licensee and its employees a personal, nonexclusive, nontransferable right and license to use one copy of the Licensed Programs at the single location designated as your primary business firm location in the Licensed Programs, (except as provided in Section 2.1, 2.2, 2.3 and 2.4 hereof) designated in Intuit's records. If you purchased a valid license for the Licensed Programs and received an authentic Intuit CD-ROM, such CD-ROM is your backup copy of the Licensed Programs. All proprietary rights in the Licensed Programs and legal title thereto shall remain in Intuit or its licensors. Licensed Programs may not be used in a local area network without licensing the network version of the Licensed Programs. The fee paid for the network version covers the LAN operation of the Licensed Programs. To order the Licensed Programs for a LAN, contact Intuit Professional Sales at 800-934-1040. As a condition to using the Licensed Programs on a LAN, you must have paid an initial license fee for the first copy of the Licensed Programs and then paid an additional fee to license the Licensed Programs 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 Licensed Programs 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 Licensed Programs. Independent practitioners or separate firms that occupy or share the same office space as you may not use the Licensed Programs, even though they may be connected to a local area network on which the Licensed Programs are installed.

2.1 The Licensed Programs may be loaded and used on the personal computers at the home residences of you and your employees, provided that (i) you and your employees use the Licensed Programs solely for the purpose of preparing tax returns in accordance with the paragraph herein entitled Copyright; and (ii) 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 Licensed Programs 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 Licensed Programs 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 Licensed Programs 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 Licensed Programs are used solely for preparing tax returns in accordance with the paragraph herein entitled Copyright.

2.2 ProSeries Research Library. Intuit hereby grants you a personal, non-exclusive, non-transferable license to use only one copy of the Research Library software on a single computer and a single termination, at a single location designated as your primary business firm location. If you purchased a valid license for ProSeries Research Library and received an authentic Intuit CD-ROM, such CD-ROM is your backup copy of ProSeries Research Library.

2.3 For limited versions of the ProSeries Basic version of Licensed Programs 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 Licensed Programs to print and/or electronically file the maximum allowed number of tax returns for the limited version of the Licensed Programs product(s) that you License. The Licensed Programs 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 Licensed Programs 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.

2.4 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.

2.5 You are not licensed or permitted under this Agreement to do any of the following: (a) modify, adapt, translate, rent or sublicense (including offering the Licensed Programs to third parties on an applications service provider or time-sharing basis); (b) assign, loan, resell, transfer or distribute the Licensed Programs, CD-ROM(s), or related materials or create derivative works based upon the Licensed Programs or any part thereof; (c) network the Licensed Programs, except as outlined in Section 2 above if you have paid license fee and applicable additional fees for the LAN; and (d) copy the Licensed Programs in whole or part, except as expressly stated in this section 2, or use trade secret information contained in the Licensed Programs, to develop software to interface with the Licensed Programs. You agree not to (and not to permit others to): (i) decompile, disassemble, or otherwise reverse engineer the Licensed Programs, except as otherwise expressly permitted by applicable law; or (ii) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright notices) of Intuit or its licensors on or within the Licensed Programs or any copies of the Licensed Programs.

2.6 The Licensed Programs relate to a single tax year. Licensed Programs 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 Licensed Programs, or to change the hardware and computer system specifications necessary or recommended to operate the Licensed Programs.

3. RESERVATION OF RIGHTS AND OWNERSHIP. The Licensed Programs are licensed, not sold and Intuit reserves all rights not expressly granted to you in this Agreement. The Licensed Programs are protected by copyright, trade secret and other intellectual property laws. Intuit and its licensors own the title, copyright, and other worldwide intellectual property rights in the Licensed Programs and all copies of the Licensed Programs. This Agreement does not grant you any rights to trademarks or service marks of Intuit.

3.1 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).

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 Licensed Programs, 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 Licensed Programs 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. INTUIT SERVICES AND PRODUCT SUPPORT; THIRD PARTY SERVICES (COLLECTIVELY "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 Licensed Programs 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 Licensed Programs are first released to Intuit's general client base, but is limited to the use of the Licensed Programs or Intuit Services on the hardware and operating systems specified in the documentation for the Licensed Programs. 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 Licensed Programs and its related services.

Feedback. 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 Licensed Programs, 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 Licensed Programs, 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.

6. ADDITIONAL TERMS

A. Third Party Licensing Terms. From time to time Intuit may include software components provided by third parties in the Licensed Programs. Licensing terms for certain third party software components contained in the Licensed Programs 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.

B. Updates. Intuit may, if practical and appropriate, update the Licensed Programs from time to time to include revisions related to problem resolution in the Licensed Programs such as bug fixes and workarounds or for other issues that require revisions to the Licensed Programs ("Updates") and offer such Updates to you. However, any such revision of the Licensed Programs 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.

C. General Upgrade. Depending on the Licensed Programs 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 Licensed Programs). Contact Intuit Customer Service for further information on available upgrades.

7. SATISFACTION GUARANTEE; SOFTWARE PRODUCT RELEASE DATES GUARANTEE

7.1 **Satisfaction Guarantee.** If you are: (a) not satisfied for any reason with the Licensed Programs and (b) you are a new customer with respect to that Licensed Programs, 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 Licensed Programs 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 Licensed Programs, regardless of the reason for same.

7.2 Software Product Release Dates Guarantee. Intuit guarantees to release the 2007 ProSeries federal 1040 (excluding 1040NR), 1065, 1120 and 1120S products plus every 2007 ProSeries state individual product (with primary resident forms) on or before January 31, 2008. 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, 2008. 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.

8. WARRANTIES.

8.1 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.

8.2 **DISCLAIMER OF WARRANTIES**. EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 7 and 8 ABOVE, THE SOFTWARE 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, SERVICES, CONTENT, CD-ROMS, AND RELATED MATERIALS, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY AND NON-INFRINGEMENT. INTUIT DOES NOT WARRANT THAT THE SOFTWARE OR SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, OR ERRORS, OR THAT THE SOFTWARE OR 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.

YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THIS SOFTWARE, RELATED SERVICES OR CONTENT IS IN ACCORDANCE WITH APPLICABLE LAW. IT IS YOUR RESPONSIBILITY TO KEEP ABREAST OF CHANGES IN LAWS, REGULATIONS AND ACCOUNTING PRACTICES THAT AFFECT YOU AND YOUR BUSINESS.

All warranties or guarantees given or made by Intuit with respect to the Software (1) are solely for the benefit of you as the registered user of the Software and are not transferable, and (2) shall be null and void if you breach any term or condition of this Agreement.

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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.

10. CONSENT TO CONDUCT BUSINESS ELECTRONICALLY ("CONSENT").

(a) Consent to Electronic Communications. Intuit may be required by law to send "*Communications*" (as defined below) to you that may pertain to the Software, the use of information you may submit to Intuit, and the Third Party Services you choose. Additionally, certain of the Third Party Services you choose may require Communications with the third parties who administer these programs. You agree that Intuit, on behalf of itself, and others who administer such services (as applicable), may send Communications to you by email and/or may make Communications available to you by posting them at one or more of our sponsored websites, such as www.quickbooks.com. You consent to receive these Communications electronically.

The term "*Communications*" means any notice, record, agreement, or other type of information that is made available to you or received from you in connection with the Software and the Third Party Services.

(b) Consenting to Do Business Electronically. The decision whether to do business electronically is yours, and you should consider whether you have the required hardware and software capabilities described below. Your consent to do business electronically, and our agreement to do so, applies to this Agreement, the Software and any applicable Third Party Services.

(c) Communication Requirements. In order to access and retain an electronic record of Communications, you will need: a computer, a monitor, a connection to an Internet service provider, an Internet browser software that supports 128-bit encryption, and an e-mail address. By selecting the "I accept the terms of the license agreements" button and accepting this Agreement, you are confirming to us that you have each of these and the means to access, and to print or download, Communications. We do not provide ISP services. You must have your own Internet service provider.

(d) Withdrawal of Consent. If you later decide that you do not want to receive future Communications electronically, write to us at Privacy Team Intuit Inc, 2800 East Commerce Center Place Tucson, AZ 85706. Clearly state your desire to withdraw consent of electronic communication. If you withdraw your consent to receive Communications electronically, we may terminate your use of the Software and Third Party Services.

(e) Changes to Your Email Address. In order to provide you with the Communications, you agree to notify us promptly of any change in your email address. You can do so by logging on to <https://privacy.intuit.com/cpi/do/comments> and following the instructions to submit a comment to Intuit (please include both your old and new email addresses).

11. 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 Licensed Programs are made solely by you and that use of the Licensed Programs 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 Licensed Programs, and agree to review any computations made by the Licensed Programs and satisfy yourself that those computations are correct.

11.1 You accept full responsibility for: (1) selection of adequate and appropriate Licensed Programs 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.

11.2 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.

11.3 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.

12. MISCELLANEOUS. 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. 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.

13. TERMINATION AND AMENDMENT. 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 cease using the Software and any Service and delete or destroy all complete and partial copies of the Licensed Programs, including all backup copies. Any termination of this Agreement shall not affect Intuit's rights hereunder. Intuit shall have the right to change or add to the terms of its Agreement at any time (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 Licensed Programs 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 Licensed Programs or on any Intuit sponsored web site, including www.proseries.com.

14. 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.

15. U.S. GOVERNMENT RESTRICTED RIGHTS. The Licensed Programs 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.
7535 Torrey Santa Fe Road
San Diego, CA 92129.

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.

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