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(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).

14. MISCELLANEOUS. Except as expressly set forth in this Agreement, this Agreement 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 Santa Clara County, California or federal court for the Northern 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. 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 or no longer consent to receipt of electronic Communications. Upon such termination, you must immediately cease using the Software and any Service, and delete or destroy all complete and partial copies of the Software, including all backup copies. Any termination of this Agreement shall not affect Intuit's rights hereunder. Intuit shall have the right to change or add to the terms of its Agreement at any time (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 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.quickbooks.com.

The Intuit Software is subject to Intuit's discontinuation policy and Intuit reserves the right to discontinue all support for the Intuit Software, and/or for any features, online or other services or content accessible through the Intuit Software in accordance with its current discontinuation policy. If the Intuit Software offers services that require a connection to an Intuit server (including Internet-based services), such as downloading financial data from a participating bank, credit union, credit card, brokerage, mutual fund accounts, online bill paying, and downloading stock/fund

quotes and news, such services may expire in accordance with Intuit's current discontinuation policy.

Intuit's current discontinuation policy is to provide support for the Intuit Software and for online and other services or content accessible through the Intuit Software for the most current version of the Intuit Software plus the prior two years' versions . More information about the discontinuation policy relating to the Intuit Software is available at <http://support.quickbooks.intuit.com/support/DiscontinuationPlan.aspx>.

16. 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.

17. U.S. GOVERNMENT. 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). 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.

18. HEALTH INFORMATION AND PRIVACY. If you intend to use the Software, related services and content in conjunction with the medical or health information of particular individuals, you acknowledge and agree that the Software, related services and content are not "HIPAA-ready" or "HIPAA-compliant" and will not assist with or ensure compliance with HIPAA, and that you are solely responsible for using the Software, related services and content in a manner consistent with all applicable federal and state privacy laws relating to medical or health information.

19. SUPPLEMENTAL TERMS FOR ADD-ON PRODUCTS AND SERVICES.. The terms of the Agreement, in addition to the supplemental terms identified below, apply to the applicable add-on product or service that may be made available by Intuit to QuickBooks Licensees.

QuickBooks Payroll Subscription Services (together the "Payroll Services")

(1) QuickBooks Basic Payroll, Standard Payroll, Enhanced Payroll, Enhanced Payroll for Accountants, and Enhanced Payroll Plus ("Basic", "Standard or Enhanced Payroll"). (Not applicable for Software and Trial versions that do not include access to the applicable Basic, Standard or Enhanced Payroll Service.)In order for you to calculate federal and state payroll taxes, you must (i) have registered the Software, (ii) have Internet access, and (iii) subscribe to the applicable Basic, Standard or Enhanced Payroll service. You may subscribe to the

applicable Basic, Standard or Enhanced Payroll through the Software by clicking on the appropriate Employee menu item from within the Software. The applicable Basic, Standard or Enhanced Payroll service will begin after we receive and process all the information requested, including your credit card or bank account information. You must have a valid credit card or a valid debit card with a Visa or MasterCard logo ("Card") or sufficient funds in a U.S. checking or savings account to cover an electronic debit of the subscription fee to obtain the applicable Basic, Standard or Enhanced Payroll, except as described below. The information you provide must be accurate and complete. When you subscribe and provide payment information, your Card or bank account will be debited and will be automatically re-debited at the beginning of each applicable monthly or one-year subscription term of the Basic, Standard or Enhanced Payroll ("Renewal Term") at the then current subscription rate to maintain the Basic, Standard or Enhanced Payroll service. You may notify us to cancel the Basic, Standard or Enhanced Payroll service prior to the beginning of each Renewal Term. If, during a Renewal Term, the Basic, Standard or Enhanced Payroll service for your version of the Software is discontinued by us, Intuit shall refund to you the prorated amount of the subscription fee for the period of time you were unable to use the Basic, Standard or Enhanced Payroll.

Basic, Standard and Enhanced Payroll purchased at retail will begin after you activate Basic, Standard or Enhanced Payroll, which activation must be no later than ninety (90) days from purchase or the date marked on the outside of your QuickBooks Payroll box, whichever is earlier.

For each registered copy of the Software, you must purchase a separate subscription for Basic, Standard or Enhanced Payroll. For the purposes of Basic, Standard or Enhanced Payroll subscriptions, a QuickBooks Simple Start, QuickBooks Pro, QuickBooks Premier Multi-user pack, or an Enterprise Solutions Business Management Software user pack is considered a single registered copy of the Software. If you are using one of the aforementioned versions of the Software, you will need only one subscription to the applicable Basic, Standard or Enhanced Payroll service.

We strongly recommend you connect to Basic, Standard or Enhanced Payroll to validate your subscription and receive the most current payroll tax updates at least once every 45 days. Failure to update within 45 days may result in inaccurate withholding from payroll and you hereby assume any and all liability resulting from any inaccurate withholding resulting from a failure to update. Also, as a safety measure, and due to the changes in payroll tax rates, if your subscription to the Basic, Standard or Enhanced Payroll Service expires, you will be unable to continue to process payroll using tax tables or tax forms in QuickBooks. In the event this occurs, connect with Basic, Standard or Enhanced Payroll, bring your subscription account current if necessary, get the latest payroll updates, and you will again be able to process payroll.

License Grant and Restrictions. If and when you subscribe to Basic, Standard or Enhanced Payroll and pay the applicable subscription fee, Intuit grants you a limited non-exclusive license to use the tax tables, selected payroll tax forms (for Standard and Enhanced Payroll only), when available, and documentation ("Payroll Updates")

within the United States, provided that you comply with all of the terms and conditions of this Agreement. You may not use the Payroll Updates except with the Software. You may only use or install updates to Basic, Standard or Enhanced Payroll on the computer(s) used by individual(s) for whom you have purchased a license to the Software. You may not process payroll for any other person, company or legal entity without a valid subscription to the Enhanced Payroll for Accountants payroll service.

Certain Basic, Standard or Enhanced Payroll services may have restrictions on the number of employees for whom payroll can be processed. When you purchase an employee-limited service, the service will allow you to process payroll for up to a certain number of employees. If you wish to process payroll for more employees, you may be required to choose a higher level of service or pay an additional fee. If you wish to process payroll for fewer employees, you must choose a lower level of service. "Employees" refers to all employees paid on the computer(s) used by the individual(s) for whom you have purchased a license to the Software. We may collect and make use of information about how many employees you pay and may suggest the right level of payroll service for you based on that information.

Termination and Amendment. Your rights to the Basic, Standard or Enhanced Payroll subscription may be terminated by Intuit immediately and without notice if you fail to comply with any term or condition of this Agreement or if Intuit is unable to debit your Card in accordance with this Agreement. Intuit shall have the right to change or add to the terms or conditions of the Basic, Standard or Enhanced Payroll service at any time (provided that it is not Intuit's intent that such change substantially affect the license rights granted to you and for which consideration was paid by you), and to change the method of delivering or accessing the Basic, Standard or Enhanced Payroll service and/or the subscription fee, and to change, delete, discontinue or impose conditions on any feature or aspect of the Basic, Standard or Enhanced Payroll service. In this event you will receive notice of such change, typically via email or on www.quickbooks.com. For the latest version of the terms or conditions of the Basic, Standard or Enhanced Payroll service, go to www.payroll.com, or such other site designated by Intuit. The Payroll Service does not include access to the Internet for connecting to Basic, Standard or Enhanced Payroll, nor does it include furnishing advice of deductions. Basic, Standard or Enhanced Payroll does not include information regarding selected local and state taxes. Basic, Standard or Enhanced Payroll operates only with a compatible version of the Software; so from time to time you may need to install updates or upgrades (or allow Intuit to install them electronically) or purchase an upgrade version of the Software to continue using Basic, Standard or Enhanced Payroll. All users in a multi-user environment must be using valid licensed copies of the same version year of the Software.

Electronic Filing and Payment of Payroll Tax for Enhanced Payroll. You must have a supported version of QuickBooks and a current subscription to Enhanced Payroll in order to electronically file and pay your payroll taxes ("Transaction") using QuickBooks. If you choose to file and/or pay your Transaction electronically, it will be forwarded to Intuit's Electronic Filing Center where Intuit will convert it to a standardized format and transmit it to the applicable federal and/or state taxing

authority (the "Electronic Filing Services"). You are responsible for verifying the status of your Transaction to confirm that it has been received and accepted by the applicable taxing authority, and if necessary, for filing and paying it manually in the event that the taxing authority rejects your Transaction (e.g., incorrect bank account number, invalid pin, duplicate payment). Except to the extent required by applicable law, Intuit has no obligation to store, maintain or provide to you any information you provide to Intuit, and you agree to print and save a copy of your Transaction for your records. By using this system to prepare and submit your Transaction, you consent to the disclosure to the IRS and any other tax or revenue authority of all information pertaining to your use of the Electronic Filing Services. Using the system to prepare and submit your Transaction with state taxing authorities is subject to availability. Some Transactions may go through the Automated Clearing House (the "ACH"), and you agree that your Transactions will be governed by the ACH rules. You warrant to Intuit everything that Intuit must warrant as an ACH Originator, and you accept any liability you or Intuit may incur which is caused by your Transactions. If Intuit tells you that information concerning your Transactions has changed, you must use this corrected information in the future to initiate Transactions.

You authorize Intuit to send Transactions, electronically or by any other commercially accepted method, to the appropriate financial institution or taxing authority. You also authorize and direct the institution which holds your demand deposit account, identified when you sign up, or any other account you identify when using the Enhanced Payroll Service in the future ("Your Account(s)"), to charge each debit to Your Account(s) and pay that amount to the government agency. You authorize Intuit and its agents (if applicable) to enroll you with the appropriate taxing authorities for the purposes of e-filing and e-payment at our discretion. This authorization remains in effect until you notify Intuit that this authorization is revoked.

*Note: You understand that certain features in the payroll tax electronic filing and payment service may be in beta and are not final. As a result, the payroll tax electronic filing and payment service may contain errors, "bugs" and other problems which may result in the failure of your Transaction to be filed or paid with the appropriate taxing authority. You agree that Intuit may contact you in order to assist you with the service and to obtain information needed to determine and fix any error.

Other Services. The use by you of the Payroll Services, including but not limited to, Direct Deposit for the Payroll Services may be subject to your acceptance of separate agreements in addition to the terms of this Agreement. Application forms and information to subscribe to the Direct Deposit services are provided through the Software. You may sign up to use the Direct Deposit option only if you are an active subscriber to the Services.

Termination and Amendment. Your rights to the Regulations Guide subscription may be terminated by Intuit immediately and without notice if you fail to comply with any term or condition of this Agreement or if Intuit is unable to debit your Card or your bank account (if Intuit accepts this form of payment for the Employee Organizer and/or the Regulations Guide) in accordance with this Agreement. If you do not renew your subscription to Employee Organizer, and/or Regulations Guide, or cancel your subscription or are terminated from service, you will still be able to use the Employee Organizer to access the data you have entered with respect to your

employees on your currently installed version of the Software. However, if you install any subsequent updates to the Software, Employee Organizer shall be disabled and the data you have entered with respect to your employees will be rendered inaccessible.

YOU ASSUME FULL RESPONSIBILITY FOR THE USE OF THE PAYROLL SERVICES TO ACHIEVE YOUR INTENDED PURPOSES, FOR THE PROPER INSTALLATION AND USE OF THE PAYROLL SERVICE AND FOR VERIFYING THE RESULTS OBTAINED FROM USE OF THE PAYROLL SERVICE. IN ADDITION TO THE OTHER DISCLAIMERS IN THIS AGREEMENT, INTUIT AND ITS SUPPLIERS DISCLAIM ANY WARRANTY THAT THE PAYROLL SERVICE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE PAYROLL SERVICE WILL BE UNINTERRUPTED OR ERROR FREE.

(2) QuickBooks Assisted Payroll and Assisted Payroll Plus Service ("Assisted Payroll"). (Not applicable for Software and Trial versions that do not include access to the QuickBooks Assisted Payroll Service and/or Direct Deposit Option). In order for you to calculate federal and state payroll taxes, you must have (i) registered the Software, (ii) have Internet access, and (iii) subscribe to the applicable Assisted Payroll service. You may subscribe to Assisted Payroll through the Software. From time to time you may need to install updates or upgrades (or allow Intuit to install them electronically) or purchase an upgrade version of the Software to continue using Assisted Payroll. All users in a multi-user environment must be using licensed copies of the same version year of the Software. You are solely responsible and liable for the security of and controlling any access to or use of any forms W-2 viewed and/or saved on your computer. You agree that Intuit is not and shall not be responsible for the accuracy of any forms W-2.

License Grant and Restrictions. Intuit grants you a limited non-exclusive license to use the tax tables, selected payroll tax forms, when available, and documentation within the United States, provided that you comply with all of the terms and conditions of this Agreement. You may only use or install updates to Assisted Payroll on the computer(s) used by the individual(s) for whom you have purchased a license to the Software.

Termination and Amendment. Your rights to the Assisted Payroll service subscription may be terminated by Intuit immediately and without notice if you fail to comply with any term or condition of this Agreement. Intuit shall have the right to change or add to the terms or conditions of Assisted Payroll at any time (provided that it is not Intuit's intent that such change substantially affect the license rights granted to you and for which consideration was paid by you), and to change the method of delivering or accessing Assisted Payroll and/or the subscription fee and to change, delete, discontinue or impose conditions on any feature or aspect of the Assisted Payroll service. Assisted Payroll does not include furnishing payroll advice, information regarding local taxes and certain state taxes. Service availability and additional terms and conditions of Assisted Payroll are provided within the QuickBooks Assisted Payroll Services Agreement.

You understand that if you subscribe to the Assisted Payroll and/or Do It Yourself

Payroll service and you use the service to process payroll fraudulently, Intuit will share your name and other information we collect with similar payroll processors in an attempt to collect outstanding amounts you owe to Intuit and other payroll processors.

(3) Upgrades and Updates. Certain versions of the Payroll Services include automatic future Upgrades (i.e., the most current version of the Software). If you are entitled to receive an Upgrade, you may be required to accept different software license terms and conditions.

If your Services subscription expires (for example you cancel or don't renew your subscription) or terminates (for example if Intuit is unable to debit your Card for the Service), Intuit has the right to withhold the shipment of Upgrades, and even if Intuit ships such Upgrades to you after your subscription has terminated or expired, you are not authorized to install such Upgrades. In addition, you will no longer be entitled to receive updates.

(4) Direct Deposit.

(a) Sign Up/Activation. In order for you to access the Direct Deposit service you must (i) have a valid subscription to the Software, and (ii) sign up for Direct Deposit. The Direct Deposit service will begin after Intuit receives and processes all the information, including any credit card or bank account information, requested by the sign up form. Processing your information may include submitting your sign up information to third parties such as your bank, credit reporting agencies and/or other agencies Intuit may use to validate your identity and/or credit history. We may also receive and review credit or similar reports on your business and its principals provided by such third parties. Therefore the information you provide Intuit must be accurate and complete or direct deposits may not be made, and we will be unable perform the Direct Deposit service for you.

(b) Use and Restrictions. You may use Direct Deposit only for payroll direct deposits. You may fund your payroll to your employees ("Payments") by initiating electronic withdrawals within the Software from the demand deposit account of the financial institution you identified on the sign up form ("Your Account"). You may identify other financial institutions in the future to fund the direct deposit payroll payments to your employees. Under certain circumstances Intuit may use wire draw down requests or other funding methods (collectively "Debits") to fund your payroll direct deposits. Debits will also be initiated to pay fees for the Direct Deposit service and any adjustments to those fees. You will send Payments over the Internet in an online session (a "Transaction"). At the end of your Transaction, we will confirm that we have received it. Your Transaction will not be processed if you do not receive our confirmation before the Transaction is over. However, a confirmation does not mean that your Transaction is error-free, and if errors are detected later we may be unable to complete your Transaction. We will make reasonable efforts to tell you if we cannot complete your Transaction. Transactions taking place after certain processing deadlines may be considered to occur on the next business day.

Special processing fees may apply to some Transactions. We may establish certain

security limits on Transactions we process, such as a maximum number or dollar amount of Transactions. We may change these limits from time to time and may choose not to disclose them.

The Direct Deposit service does not include access to the Internet for connecting to the Direct Deposit service, nor does it include furnishing advice of deductions or direct deposit to employees. Optional special processing requests may be available as part of the Direct Deposit service for an additional charge.

(c) Licensee Responsibilities. You must send us your Transaction at least two business banking days before the payroll pay date or your Transaction may not be processed. Debits will be charged to Your Account one banking day before the pay date of the applicable payroll and you must have sufficient funds in Your Account to fulfill your Transaction on that date. After that, no interest or earnings will accrue to you and Intuit will hold the money until the Payments are made. Once your Transaction is complete and submitted it cannot be changed. You are solely responsible for verifying that all Transactions have been received and are accurate. You must keep any payroll, tax or other records you need for reference, even though we may have information about the Transactions in our files.

(d) Authorization and Agreement for Direct Payments (ACH Debits). You acknowledge and agree that (i) most Transactions will go through the Automated Clearing House (the "ACH"), (ii) your Transactions will be governed by the ACH rules, and (iii) the origination of ACH transactions to Your Account must comply with the provisions of U.S. law. You must indemnify and defend Intuit against any claims or lawsuits, including attorneys' fees that arise from or result from your Transactions. If Intuit tells you that an account number or other information concerning your Transactions has changed, you must use this corrected information to initiate future Transactions. You authorize Intuit to (a) initiate debit entries to Your Account and to debit the same to such account, and (b) send Transactions electronically or by any other commercially accepted method to Your Account. You authorize and direct the depository financial institution that holds Your Account to (x) charge each Debit to Your Account and pay that amount to Intuit, and (y) respond to inquiries from Intuit regarding your information and Your Account. This authorization will remain in full force and effect until Intuit has received written notification from you of its termination in such time and in such manner as to afford Intuit and the depository financial institution that holds Your Account a reasonable opportunity to act on it.

(e) Representations and Warranties. You represent and warrant to Intuit that (i) each person or entity to whom you send Payments has authorized the Payments and any necessary adjustments to be applied to his, her or its account, (ii) at the time any Payment is made you have no actual knowledge that the authorization has been revoked or terminated, (iii) your Payments comply with the laws that apply to them, (iv) that you have authorization to make withdrawals to Your Account and (vi) that all the information you provided to enter into the Agreement is true and correct.

(f) Password Security. You create or ask Intuit to issue a user ID and/or password to initiate Transactions. You are the only person authorized to use your user ID and/or password and for maintaining the confidentiality of your user ID and/or password.

You shall not permit or allow other persons to have access to or use your user ID and/or password, except if you choose to share your user ID and/or password with your agents. You are responsible for the use of the Software and Direct Deposit service under your user ID and/or password. You authorize and direct Intuit and all impacted financial institutions to carry out all Transactions initiated with your user ID and/or password.

(g) Your Account. Intuit may refuse to process your Transaction if it reasonably believes that Your Account balance is insufficient to cover the dollar amount of the Transaction or for any other reason Intuit deems reasonable. If any amount debited against you is dishonored or returned for any reason, such as, but not limited to, non-sufficient funds, account closed, inability to locate account, or reversal by you and/or your bank, Intuit may; a) reverse any corresponding credit issued to Intuit, you, your employees or any other party without liability to you or any other party, (b) reverse direct deposit transactions, (c) refuse to perform further Services, (d) apply any money currently held by Intuit to any amount owed to Intuit by you, (e) charge you a one-time insufficient funds penalty fee, (f) report this information to any and all credit agencies and/or financial institutions and/or (g) immediately terminate this Agreement. Intuit may assess and collect interest at the rate of one and one-half percent (1.5%) per month (18% per annum) on any amounts owing and unpaid ten (10) days after demand. If further collection attempts are required, all Intuit's collections costs, including any costs associated with termination of this Agreement and including but not limited to, attorney fees, where permitted by law, will be charged to you. This section shall, to the extent applicable, survive the termination of this Agreement.

(h) General. Any sales, use or other taxes payable on the Direct Deposit service that we must pay will be collected in the same way your fees are paid. Intuit may review your use of the Direct Deposit service, your credit status or other factors periodically, including submitting your information to third parties such as your bank, credit reporting agencies and/or other agencies used to validate your identity and/or credit history, and/or reviewing credit or similar reports on your business and its principals provided by these third parties. Intuit may terminate your participation in the Direct Deposit service after such a review. If you (i) default in the payment of any sum of money hereunder, (ii) default in the performance of any other obligations under this Agreement, or (iii) commit an act of Bankruptcy or become the subject of any proceeding under the Bankruptcy Act or become insolvent, or if any substantial portion of your property becomes subject to levy, seizure, assignment, application for sale for or by any creditor or governmental agency, then, in any such event, Intuit, at its option, may, upon written notice thereof, (a) terminate the Agreement, (b) declare all amounts due and to become immediately due and payable and/or (c) require you to deposit an amount equal to its average future monthly or annual processing charges to prepay for any future processing.

(i) Termination. Your access to and use of the Direct Deposit service may be terminated by Intuit in accordance with the termination provisions in Section 15 of the Agreement. You may terminate your use of the Direct Deposit service by notifying us that you no longer wish to use the Direct Deposit service. Access to the Direct Deposit service will remain in effect until we have a reasonable opportunity to

act on the notice. If you terminate the Direct Deposit service, no fees you have paid will be refunded.

(5) QuickBooks Employee Organizer. (Not applicable for Software and Trial versions that do not include access to the QuickBooks Employee Organizer).

In order for you to access the Employee Organizer, you must (i) have registered the Software, (ii) have Internet access, and (iii) purchased the QuickBooks Employee Organizer ("Employee Organizer") separately. You may subscribe to the Employee Organizer through the Software by clicking on the appropriate Employee menu item from within the Software. The Employee Organizer will be enabled after we receive and process all the information requested, including your credit card or bank account information (if Intuit accepts this form of payment for the Employee Organizer). You must have a valid Card or sufficient funds in a U.S. checking or savings account (if Intuit accepts this form of payment for the Employee Organizer) to cover an electronic debit of the fee to purchase the Employee Organizer, except as described below. The information you provide must be accurate and complete.

Your initial purchase of the Employee Organizer includes a one-year subscription to the Employee Organizer Employment Regulations Update Service including the "Ask An Employment Question" e-mail inquiry service provided through CCH Incorporated ("Regulations Guide"). When you purchase the Employee Organizer and provide payment information, your Card or bank account (if Intuit accepts this form of payment for the Employee Organizer and/or the Regulations Guide) will be debited and will be automatically re-debited at the beginning of each subsequent one-year term subscription to the Regulations Guide at the then current subscription rate to maintain the Regulations Guide unless you notify us to cancel the Regulations Guide prior to the beginning of the new one-year term. If you cancel your subscription to the Regulations Guide you bear all risk for any inaccuracies, liability or penalties resulting from your use of any outdated information.

License Grant and Restrictions. If and when you (i) purchase the Employee Organizer and (ii) pay the appropriate subscription fee annually, Intuit grants you a limited non-exclusive license to use Regulations Guide within the United States, provided that you comply with all of the terms and conditions of this Agreement. You may not use the Regulations Guide except with the Software. You may only use or install updates to the Regulations Guide on the computer(s) used by individual(s) for whom you have purchased a license to the Software.

Termination and Amendment. Your rights to the Regulations Guide subscription may be terminated by Intuit immediately and without notice if you fail to comply with any term or condition of this Agreement or if Intuit is unable to debit your Card or your bank account (if Intuit accepts this form of payment for the Employee Organizer and/or the Regulations Guide) in accordance with this Agreement. If you do not renew your subscription to Employee Organizer, and/or Regulations Guide, or cancel your subscription or are terminated from service, you will still be able to use the Employee Organizer to access the data you have entered with respect to your employees on your currently installed version of the Software. However, if you install any subsequent updates to the Software, Employee Organizer shall be disabled and the data you have entered with respect to your employees will be rendered

inaccessible.

Intuit shall have the right to change or add to the terms or conditions of this Agreement (provided that it is not Intuit's intent that such change substantially affect the license rights granted to you and for which consideration was paid by you), relating to the Employee Organizer, the Regulations Guide, the method of delivering or accessing the Regulations Guide, and the fees for the Employee Organizer and/or the Regulations Guide at any time and to change, delete, discontinue or impose conditions on any feature or aspect of the Employee Organizer and Regulations Guide. In this event you will receive notice of such change, typically via email or on www.quickbooks.com or such other site designated by Intuit. The Regulations Guide does not include access to the Internet, nor does it include furnishing of legal advice. The Employee Organizer and the Regulations Guide operate only with a compatible version of the Software; so from time to time you may need to install updates or upgrades (or allow Intuit to install them electronically) or purchase an upgrade version of the Software to continue using the service. All users in a multi-user environment must be using licensed copies of the same version of the Software. Your use of the Employee Organizer and/or the Regulations Guide indicates that you have read this Agreement and agree to its terms.

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