**ProSeries® TAX SOFTWARE PRODUCT —ProSeries CHOICE CONTRACT**

**NEW CUSTOMER**

**Supplemental Terms and Conditions**

As a valued customer (referred to in this document as “**you**” or “**your**”), we are pleased to offer you the ProSeries Choice tax software. By clicking “I Agree”, or by accessing or using the ProSeries tax software product under this contract plan, you acknowledge your acceptance and agreement to these terms and conditions and any accompanying or attached quote of fees and exceptions list (collectively, this “**Agreement**”), which supplement the terms of your ProSeries End User License Agreement, support policies, and other services terms governing your use of the ProSeries tax software product. If you do not agree to any of the terms below, or those within any quote of fees or exceptions list, then please do not click “I AGREE” and you are not eligible for this offer.

**AGREED PROSERIES CHOICE TERMS AND CONDITIONS**

1. **Bank of returns purchased**. This is an annual agreement. You will be granted a bank of (100/200/300/400, etc.) generic clicks that are consumed if either a Business or an Individual form is filed. All accompanying states are included at no additional charge/click. If you exceed the number of clicks purchased, you will revert to PPR pricing and be billed for all remaining clicks, including states, for the remainder of the tax year. Your bank of returns is only available for the tax year purchased (Jan 1, 2017-Dec 31, 2017) and cannot be carried over to subsequent years for usage. Additionally, you are not allowed to ‘migrate’ to an alternative/greater package once ProSeries Choice has been purchased in a given tax year. You may migrate upward (300 to 400 for example) between tax years. By agreeing to these terms you are agreeing to all of the above-listed conditions.
2. **What Is and Is Not Included With Your Subscription**. Included with your subscription to the ProSeries tax software product under this Agreement: (i) ProSeries Tax Form Modules indicated in any attached quote of fees; (ii) Product/Tax Content Updates (after initial download from ‘My Account’ or after initial CD install). Not included with your subscription under this Agreement, are Tax Scan and Import PPR, eSignature, attach products, add-ons, or any other additional or future offerings.
3. **General**. ProSeries Choice tax software pricing is not available to all ProSeries customers, only those who receive this offer directly from Intuit, makers of ProSeries. You agree not to forward, disclose or share the details of this offer with anyone outside your business. This offer is not eligible for any other discounts, including any early renewal discount, and may not be assigned, exchanged, sold, transferred, combined, or redeemed for cash or other goods and services not expressly stated here as included. Offer and prices subject to change.
4. **Price(s) FOR initial and subsequent years of THE Term**. The price you pay for the initial year is as provided in the attached quote of fees, including the applicable fee(s) for tax form modules for which you or your firm has requested LIMITED access during the Term. HOWEVER, YOU WILL BE BILLED SEPARATELY FOR ALL TAX RETURNS FILED IN EXCESS OF THOSE RETURNS IN YOUR PURCHASED BANK. Any applicable sales taxes, shipping or handling costs will be added to your price.
5. **Automatic Renewal TERMs; Making payments**. YOU WILL BE OPTED INTO AUTO RENEWAL AND We will email you a reminder approximately 30 days prior to the date the next annual renewal payment is due. If you wish to pay by check, or make alternate billing arrangements, you must do so by contacting us at 1-800-934-1040 by or before October 16th, the annual renewal due date. If payment is not received annually by the due date, then on or about each October 29th during the term, we will automatically charge your account the year’s renewal payment in accordance with the electronic billing information in your primary billing profile. You may update the information in your primary billing profile at any time by calling 1-800-934-1040. You can always view your annual quote by accessing your online ‘My Account’ profile. Any annual renewal payments received after October 29th of any year may result in penalties, ineligibility for continued participation in the PROSERIES CHOICE plan, and termination of this Agreement.
6. **CANCELLATION POLICY;** Your subscription under this Agreement will continue for the duration of the Term, unless you cancel. If you cancel your FIXED TERM ProSeries subscription prior to the end of the Agreement Term, then you agree to pay (for each year remaining on your FIXED term) a fee equal to ten percent (10%) of your subscription plan annual CONTRACTUAL renewal price in effect as of the date of any such cancellation. By way of example only, if at the time of cancellation you have 2 years remaining on your ProSeries FIXED TERM subscription plan and your then-current annual CONTRACTUAL renewal price is $5,000/year, then the minimum payable cancellation fee is $1,000 ($5,000 x .10 = $500 x 2 = $1,000). In the event of cancellation, you will retain access to your prior year or previously paid ProSeries tax software product (prep files) in accordance with the terms of your ProSeries Product End User License Agreement, however, you will not receive any software updates and you will incur PPR fees for prior years’ returns, if applicable, and you will lose the ability to network or PPR any new returns or electronically file any returns as of January 1ST immediately following the date of any such cancellation. **HOW TO CANCEL**: to cancel your FIXED TERM subscription and renewals for future year(s), contact us at 1-800-934-1040 by or before October 16th of the current year.

**Signature: Signature Date:**

**Signer’s Email:**

**Title:**