**LACERTE® TAX SOFTWARE PRODUCT —LACERTE 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 Lacerte Choice tax software. By clicking “I Agree”, or by accessing or using the Lacerte 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 Lacerte End User License Agreement, support policies, and other services terms governing your use of the Lacerte 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 LACERTE CHOICE TERMS AND CONDITIONS**

1. **Bank of returns purchased**. This is an annual agreement. You will be granted a bank of (200-900 in 100 increments) 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 REP 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, 2018-Dec 31, 2018) and cannot be carried over to subsequent years for usage. Additionally, you are not allowed to ‘migrate’ to an alternative/greater package once Lacerte 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 Lacerte tax software product under this Agreement: (i) Lacerte Tax Form Modules indicated in any attached quote of fees; (ii) concurrent use of Lacerte for the number of Fast Path users indicated in your attached quote; (iii) 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. **Adding Fast Path Network Users During The Term**. Anytime you wish to increase your Fast Path network user entitlement for the current or coming tax year, you may do so before your next annual renewal payment under this Agreement by contacting Intuit and purchasing additional network users at the then-current per-user price, as applicable. All such added Fast Path network users purchased during the Term will be subject to the terms of this Agreement.
4. **General**. Lacerte Choice tax software pricing is not available to all Lacerte customers, only those who receive this offer directly from Intuit, makers of Lacerte. 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.
5. **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. AFTER THE INITIAL YEAR’S TAX SOFTWARE PURCHASE, FOR EACH SUBSEQUENT YEAR OF THE TERM, YOU WILL BE INVOICED ANNUALLY AND PROVIDED A NEW QUOTE WITH PRICING THAT REFLECTS AN INCREASE OF LESS THAN 5% OVER THE PRIOR YEAR COST FOR THE SAME PURCHASED ITEMS.
6. **YOU ARE MAKING A 3-YEAR PURCHASE/RENEWAL COMMITMENT**. This is a fixed-term Agreement. As a condition of receiving the Quote, you must commit to purchase the Tax Software release version for the current year (of the Quote date) and you must additionally commit to purchase future release versions of the Tax Software for each of the 2 years immediately following the current year (the required multi-year period of your commitment is referred to here as the Agreement “**Term**”), and by accepting this Agreement, you are committing to pay and renew your Tax Software purchase for the each and all years of the entire Term.
7. **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 1-800-765-7777 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 1-800-765-7777. 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 LACERTE CHOICE plan, and termination of this Agreement.
8. **CANCELLATION POLICY;** Your subscription under this Agreement will continue for the duration of the Term, unless you cancel. If you cancel your FIXED TERM Lacerte 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 Lacerte 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 Lacerte tax software product (prep files) in accordance with the terms of your Lacerte Product End User License Agreement, however, you will not receive any software updates and you will incur REP fees for prior years’ returns, if applicable, and you will lose the ability to network or REP 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 1-800-765-7777 by or before October 16th of the current year.

**Signature: {{Sig\_es\_:signer:signature}} Signature Date: {{Dte\_es\_:signer:date}}**

**Signer’s Email: {{Em\_es\_:signer:email}}**

**Title: {{\*Ttl\_es\_:signer:title}}**