**TAX SOFTWARE QUOTE**

We are pleased to extend to you (“**you**” or “**your**”) the offer to purchase the ProConnect professional tax software, Tax Form Modules, services, and user entitlements (collectively, “**Tax Software**”) and pricing contained in the attached accompanying custom quote (“**Quote**”) prepared especially for you.

Please carefully review all information contained in the Quote, and all the *Supplemental Terms and Conditions* below which, together with the Quote, comprise the agreement (“**Agreement**”) between you and Intuit. The Agreement, including the terms below, supplements any End User License Agreement, support policies, and other services terms that accompany the actual Tax Software, which together with this Agreement, govern your use of the Tax Software. If you accept all the terms of the Agreement, **you must acknowledge your acceptance by e-signature or by clicking “I Agree” as directed below**. Your signed Agreement must be received within 30 days after the expiry date imprinted on the Quote, after which time the Quote may no longer be valid. If you do not accept the Agreement, or any of its terms, then please do not sign or click “I Agree” and you are not eligible to redeem the Quote.

**SUPPLEMENTAL TERMS AND CONDITIONS**

1. **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.
2. **Pricing for initial and future years of the Term**. The price you pay for the Tax Software (and any included Tax Form Modules) during the initial year of the Term is as provided in the attached Quote (and excludes costs for applicable sales taxes, shipping, and handling which will be added during the purchase transaction, prior to purchase confirmation). 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. .
3. **What is included with your purchase?** The Tax Software included with your purchase:

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| --- |
| * Available federal and single state Tax Form Modules indicated in Quote * Concurrent use for max authorized licensed users indicated in Quote * Generally available updates to purchased Tax Software version |

Any and all other existing or future additional state Tax Form Modules, user entitlements, attach or add-on products, features, offerings, software versions not expressly stated on the Quote are excluded, however, all or some of these items may be available to you for purchase separately or upon payment of an additional fee(s).

1. **You may add additional users, state Tax Form Modules, attach or add-on products**. You may contact Intuit to place your initial order and at that time, or at any other time during the Term, pay (then-current retail pricing) to increase your network user entitlement, add available state or unlimited Tax Form Modules for the current or coming tax year(s), or add other attach or add-on products. Any newly added user entitlements and state Tax Form Modules will be subject to all the terms of this Agreement, including the required commitment to renew for each of the then-remaining years of the Agreement Term, or otherwise is subject to the cancellation fee(s) described below in Section 6. Different than user entitlements and State Tax Form Modules, any attach or add on products you add any year during the Term may be included on annual Tax Software renewal Quotes provided to you in future years during the Term, however, you are free to decline renewal of any such attach or add on products without penalty.
2. **Making payments**. Only one form of payment is accepted per Quote and Tax Software order. For initial Tax Software orders placed under the enclosed Quote, your authorized payment method will be debited immediately for the total cost of the order (plus applicable tax, S&H). Except for initial immediate payment under enclosed Quote, payment under this Agreement (including any future renewal Quote) is due by October 16th of each year as follows: Each year during the Term we will provide you with an annual renewal Quote for the then-current software version and applicable tax year, and we will additionally email you a reminder approximately 30 days prior to the due date for the associated next annual renewal payment. Unless you contact us by calling 1-800-765-7777 before October 16th of the then-current year to decline any the year’s Quote or to cancel your Tax Software (and/or attach or add on products) renewal, or if payment is not otherwise received from you, payment for the total cost of the applicable year’s renewal Quote, plus applicable tax and S&H, will be processed electronically and automatically charged to your authorized payment method on or about November 1st using the billing information in your primary Intuit account profile. Intuit reserves the right to correct tax rates and collect the sales/use tax based on the date Tax Software is shipped, as required by law.

To pay by check, or to make alternate billing or payment arrangements, contact us at the number above by or before October 16th of the then-current year. You can always view your annual Quote, or change or update your authorized payment method at any time by accessing primary account profile. Any payments (Quote declinations or purchase cancellations) received after November 1st of any year may result in late fees, cancellation fees or penalties, ineligibility for discounted pricing, and/or termination of this Agreement.

1. **Cancellation policy and fees**. This Agreement (including your commitment to purchase Tax Software each year) will continue for the duration of the Term, unless and until you cancel. **TO CANCEL** this Agreement and automatic Tax Software purchase renewals at any time during the Term, contact us at 1-800-765-7777 by or before October 16th of the then-current year. **If you cancel this Agreement prior to the end of your commitment term, you agree to pay cancellation fees:** If you cancel your subscription prior to the end of the Agreement Term, then you agree to pay (for each year then remaining on your Term) a fee equal to ten percent (10%) of the applicable annual renewal price in effect as of the date of any such cancellation multiplied by the number of years remaining in the Term. By way of example only, if at the time of cancellation you have 2 years remaining on your Term and your then-current annual 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 Tax Software (prep files) in accordance with the terms of your Tax Software End User License Agreement, however, you will not receive any future software updates and you may incur REP fees for prior years’ returns, if applicable and you will lose the ability to network or REP any new returns or to electronically file any returns as of January 1st immediately following the date of any such cancellation.
2. **General**. The custom or discounted pricing provided in the Quote is not available to all ProConnect customers. You agree not to disclose or share the pricing or other details of this Agreement with anyone outside your business. The offer and pricing contained in the Quote 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 as included in this Agreement. The Quote is subject to change if not accepted by its Expiry Date and Tax Software and optional Programs, and their respective features, terms, prices, services, or support offerings, may be terminated or modified at any time, with or without notice to you, in Intuit’s sole discretion. An IRS-authorized Electronic Filing Identification Number (EFIN) is required to e-file tax returns using the Tax Software (see IRS Form 8633).

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[QUOTE AND MECHANISM TO ‘ACCEPT’ AGREEMENT ON FOLLOWING PAGES]

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

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

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