**INTUIT PROCONNECT**

**LACERTE® TAX SOFTWARE PRODUCT DIAMOND PASSPORT CONTRACT**

**Supplemental Terms and Conditions**

As a valued customer (referred to in this document as “**you**” or “**your**”), we are pleased to offer you custom Lacerte tax software product Diamond Passport pricing. By clicking “I Agree”, or by accessing or using the Lacerte tax software product under this Diamond Passport pricing contract plan, you acknowledge your acceptance and agreement to these terms and conditions and the accompanying annual fees and exceptions list (collectively, “**Agreement**”), which collectively 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 DIAMOND PASSPORT TERMS AND CONDITIONS**

1. **THREE-YEAR SUBSCRIPTION TERM**. This is an agreement with a 3-year term and commitment to purchase the Lacerte tax software for each of the 3 tax years, 2017, 2018 and 2019 (“**Term**”). By agreeing to these terms and enrolling in this plan you are agreeing to pay and renew your Lacerte tax software product subscription for each of the referenced tax years.
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 for all unlimitedmodules currently offered; (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); (iv) After your payment is processed, the Diamond Passport offering will unlock the same programs for prior years, however, it is your responsibility to update your prior year Lacerte programs (prep files) to avoid incurring REP fees for prior year returns, if applicable. Not included with your subscription under this Agreement, are Tax Scan and Import, eSignature, DMS, 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 making your next due 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, including the requirement to renew for each of the remaining years of the Agreement Term and/or the cancellation fee(s) described in Section 8 below.
4. **This Agreement Replaces Other DIAMOND PASSPORT OR Multi-Year Agreements You May Have For The Software.** Once accepted, this Agreement will replace any other Diamond Passport or multi-year agreement and related discounts you may have for the Lacerte tax software. This is the entire agreement between you and Intuit concerning the Diamond Passport or multi-year license to the Lacerte tax software product. If you already have a Diamond Passport or multi-year agreement and related discount for software, then by clicking to ‘ACCEPT’ this Agreement, you understand the old Diamond Passport or multi-year agreement and any related discounts will terminate and be superseded and replaced entirely by the terms of this new Agreement.
5. **General**. Lacerte tax software product Diamond Passport pricing is not available to all Lacerte customers, only those who receive this offer directly from Intuit ProConnect, 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.
6. **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 ALL UNLIMITED MODULES. YOU WILL NOT BE BILLED SEPARATELY FOR REP (REMOTE ENTRY PROCESSING OR PER RETURN) FEES. Any applicable sales taxes, shipping or handling costs will be added to your subscription plan price. After the initial year, the annual renewal price you pay for each subsequent year of the Agreement Term will reflect a percentage increase that is less than or equal to the percentage increase in the Lacerte tax software product base price, but in no case will any increase during the Term be GREATER than % per year.
7. **Automatic Renewal TERMs; Making payments**. PAYMENT UNDER THIS AGREEMENT IS DUE EACH YEAR BY OCTOBER 16TH. We will email you a reminder approximately 45 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 30th 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. Any annual renewal payments received after October 29th of any year may result in penalties, ineligibility for continued participation in the DIAMOND PASSPORT pricing plan, and termination of this Agreement.
8. **CANCELLATION POLICY; CANCELLATION FEE(s)**. Your subscription under this Agreement will continue for the duration of the Term, unless you cancel. If you cancel your DIAMOND PASSPORT Lacerte subscription prior to the end of the Agreement Term, then you agree to pay (for each year remaining on your DIAMOND PASSPORT term) a fee equal to ten percent (10%) of your subscription plan annual 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 DIAMOND PASSPORT subscription plan and your then-current annual renewal price is $50,000/year, then the minimum payable cancellation fee is $10,000 ($50,000 x .10 = $5,000 x 2 = $10,000). 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 may 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 DIAMOND PASSPORT subscription and renewals for future year(s) remaining on the Term, contact us at 1-800-765-7777 by or before October 16th of the current year.