

**INTUIT FOR EDUCATION PLATFORM  
ENTERPRISE SERVICES AGREEMENT**

**Cover Page**

This Intuit for Education Enterprise Services Agreement (“**Agreement**”) is made as of the \_\_\_\_ day of \_\_\_\_\_ 2023 (the “**Effective Date**”) by and between Intuit Inc. (“**Intuit**”), a Delaware corporation with its principal place of business located at 2700 Coast Ave., Mountain View, CA 94043, and the entity identified below (“**Customer**”), each referred to as “**Party**” and collectively the “**Parties**.”

This Agreement consists of this cover page (the “**Cover Page**”), the attached Standard Terms and Conditions (“**Standard Terms and Conditions**”) and any applicable Supplemental Terms (collectively, the “**Terms and Conditions**”). Capitalized terms used, but not defined, in this Cover shall have the meaning ascribed to them in the Standard Terms and Conditions, or any applicable Supplemental Terms.

By signing below, each Party agrees to be bound by this Agreement as of the Effective Date:

**By Intuit:**

<b>By (Authorized Signature):</b>	
<b>Date:</b>	
<b>Print Name:</b>	
<b>Title:</b>	

**By Customer:**

<b>Customer Name:</b>	
<b>By (Authorized Signature):</b>	
<b>Date:</b>	
<b>Print Name:</b>	
<b>Title:</b>	
<b>Street Address:</b>	
<b>City, State and Zip Code:</b>	
<b>Postal Code and Country (if applicable):</b>	
<b>Phone:</b>	

## Standard Terms and Conditions

### 1. DEFINITIONS

**1.1 “Access Protocols”** means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer and Users to access the Platform Portal.

**1.2 “Affiliate”** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. For purposes of this definition, “**Control**” means the power to direct or cause the direction of the management and policies of the subject entity, whether through equity ownership, a credit arrangement, franchise agreement or other contractual arrangement.

**1.3 “Aggregated Data”** means any User-Generated Content, Personal Data, or Usage and Performance Data that has been combined with other customer, user-generated, and/or usage and performance data such that the remaining information does not permit the identification of Customer, any User, or any other individual.

**1.4 “Confidential Information”** means all information disclosed by a Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes the Customer Content and Personal Data. Intuit’s Confidential Information includes the non-public portions of the Services, the Service Provider Content, the Usage and Performance Data, Intuit’s trade secrets, know-how and any other Intuit Property used or developed in connection with any Services. Confidential Information of each Party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. Notwithstanding the foregoing, Confidential Information does not include Aggregated Data, De-Identified Data, or any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a Third Party without knowledge of any breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

**1.5 “Content”** means all information, files, text, images, data, output, and other materials of any kind, including, unless otherwise indicated, Personal Data.

**1.6 “Customer”** means the entity identified on the Cover Page.

**1.7 “Customer Content”** means all Content supplied or made available to Intuit by Customer, whether on its own or via a Third Party, at Customer’s direction, for use in connection with the Platform or other Services, including all User-Generated Content uploaded into the Platform by Users and Personal Data.

**1.8 “De-Identified Data”** means any data, including User-Generated Content, that has had all direct and indirect personal identifiers removed and cannot reasonably be used to infer information about, or otherwise be linked to, a particular individual. This includes the removal of any names, identification numbers, dates of birth, addresses, email addresses, and telephone numbers. De-Identified Data does not include any data in a party’s possession or control that alone or in combination with other data in a party’s possession or control would reasonably allow a person or entity to identify a User or any other individual with reasonable certainty.

**1.9 “Documentation”** means any technical materials describing the features, functionality, use and/or operation of the Services, including all usage guides and policies applicable thereto, that Intuit makes publicly available or that Intuit otherwise makes available upon written request, all as may be updated from time to time.

**1.10 “End User Terms”** means Intuit’s standard terms and conditions governing individual User’s access to and use of the Platform that each User must agree to prior to accessing or using the Platform.

**1.11 “Public User”** means any individual user of the Platform (a) who registers for an account independent of any relationship between the individual and Customer, or (b) who registered for an account as a result of a relationship between the individual and Customer (e.g., was at one time a User), but who is no longer served or enrolled by Customer and has affirmatively elected to continue using the Platform pursuant to Intuit’s End User Terms and Privacy Statement.

**1.12 “Intuit Content”** means all Content made available by Intuit to Customer, the Users and/or Third Parties through or in connection with the Services, including any Content licensed directly by Intuit from Third Parties

(which, for the avoidance of doubt shall not include any Customer Content obtained and uploaded into the Platform or used with the Services by or on behalf of Intuit at the express direction of Customer, even if such Customer Content is obtained from a Third Party).

**1.13 “Intuit for Education Platform”** means, collectively, any web-based platform, application, including any mobile application, inclusive of all of Intuit’s proprietary software, technology, databases, and application programming interfaces (APIs) used to operate the Intuit for Education Platform located at <http://education.intuit.com> (or any successor site) and deliver free financial literacy tools for education as part of the Services.

**1.14 “Malicious Code”** means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

**1.15 “Marks”** means a Party’s trademarks, service marks and associated logos that such Party may provide to the other Party from time to time for use in connection with this Agreement.

**1.16 “Personal Data”** means information about a specific individual that is (a) provided, submitted, or otherwise made available to Intuit by or on behalf of Customer or any User in connection with any of the Services, and (b) constitutes “personal data”, “personal information”, “personally identifiable information” or similar term under applicable law. Personal Data does not include any such data to the extent provided, submitted, or otherwise made available to Intuit by or on behalf of an individual when the individual is a Public User or acting as a representative of Customer.

**1.17 “Services”** means the hosting and provisioning of the Platform, as well as the general set-up, configuration, technical support and basic training (provided online) in respect thereof.

**1.18 “Supplemental Terms”** means any additional terms that either are listed or referenced in this Agreement or are presented to Customer prior to access or use of certain features of the Services by Customer or Users. Supplemental Terms supplement these Standard Terms and Conditions, but only with a respect to the service features they reference and are incorporated into this Agreement by this reference (except to the extent there is a conflict between them and this Agreement, in which case the Supplemental Terms govern only with respect to the service features to which they apply).

**1.19 “Third Party”** means a party other than Intuit, Customer, or any User, and includes any Public User.

**1.20 “Usage and Performance Data”** means any analytics or similar usage data collected, generated or processed by Intuit in connection with Customers and the Users’ access to and use of the Platform (including technical performance data automatically generated by the Platform). For purposes of this Agreement, Usage and Performance Data does not contain and does not constitute Personal Data.

**1.21 “User”** means any individual, including any employee or contractor of Customer (e.g., [any educator engaged directly by Customer to provide Customer’s personal and finance programming]), or a student served or enrolled by Customer, who has been authorized by Customer to access and use the Platform and who has agreed to the End User Terms prior to access and use of the Platform. User does not include any Public User.

**1.22 “User-Generated Content”** means all Content supplied or made available by any User in connection with use of the Services, including all Content uploaded into the Platform by the Users.

Other capitalized terms used in these Standard Terms and Conditions, and not otherwise defined herein, have the meanings ascribed to them elsewhere in this Agreement.

## **2. PLATFORM AND SERVICES**

**2.1 Platform.** Subject to Customer’s ongoing compliance with the terms of this Agreement, Intuit grants to Customer a non-exclusive, non-sublicensable, non-transferable license during the Term (as defined herein), to access and use, solely for Customer’s internal education purposes], and to allow Users to access and use, solely for their education purposes, the Platform Portal, all in accordance with the terms of this Agreement) and any applicable Documentation.

**2.2 Documentation.** Intuit hereby grants Customer a non-exclusive, non-transferable, non-sublicensable, internal use only license, during the Term, to use any Documentation in connection with its and the Users’ use of

the Platform or Services and make only those copies of the Documentation reasonably necessary to exercise Customer's rights hereunder.

**2.3 Modifications.** Customer acknowledges that Intuit may modify, suspend or discontinue, at its discretion and with or without notice, the features or functionality of, or the Content it makes available via, the Platform or Services at any time, without liability.

**2.4 Onboarding.** On or as soon as reasonably practicable after the Effective Date, Intuit will onboard Customer onto the Platform and Services by providing Customer with any Access Protocols needed for Customer to allow Users to access and use the Platform.

**2.5 Users.** Customer may permit Users to access and use the features and functions of the Platform and Services, as well as the Content made available via the Platform and Services (e.g., Intuit Content and Customer Content, which, depending on the permissions selected by Customer in the Platform and under other arrangements approved by Customer, may include User-Generated Content uploaded into the Platform by other Users, solely as permitted hereunder. User login information cannot be shared or used by more than one User at a time. Customer is solely responsible for maintaining the confidentiality of Access Protocols and Intuit will not be liable for any activities undertaken by anyone using Customer's Access Protocols. Customer will immediately notify Intuit of any unauthorized use of its Access Protocols or any other breach of security relating to the Platform or Services known to Customer.

**2.6 Support Services.** Subject to the terms and conditions of this Agreement, Intuit will operate the Platform in accordance with the applicable Documentation. In the event of any downtime, or error in any material functionality, of the Platform of which Intuit is made aware, Intuit will exercise commercially reasonable efforts to correct the underlying problem of the downtime or error as soon as practicable using remote diagnostic procedures, whenever possible. Intuit will provide reasonable ongoing technical support in connection with the operation of the Platform through telephone consultations.

**2.7 System Requirements.** A high-speed Internet connection is required for proper use of the Platform. Customer is responsible for procuring and maintaining the network connections that connect its network to the Platform, including, but not limited to, browser software that supports protocols used by Intuit, and following procedures for accessing services that support such protocols. Intuit assumes no responsibility for the reliability or performance of any connections as described in this Section.

**2.8 Usage and Performance Data.** As part of the Platform Services, Intuit collects and tracks Usage and Performance Data to assist with the necessary operation and function of the Platform; to provide reporting to Customer; and for internal purposes, including without limitation, to facilitate in the provision of updates and support, by Intuit, its Affiliates, and its agents, and for research and development. Such Usage and Performance Data will be owned by Intuit and may be used for any lawful purpose. Intuit will only disclose Usage and Performance Data to Third Parties, including its subcontractors, for the purposes of facilitating the Services as described in this Agreement, to perform its other obligations, and exercise its rights under this Agreement, or as otherwise required by law.

### **3. USE OF SERVICES**

**3.1 Generally.** Intuit shall provide the Services in accordance with laws and government regulations applicable to Intuit's provision of the Services to its customers generally (i.e., without regard for Customer's particular use of the Services). Customer agrees that its procurement or use of Services are not contingent on the delivery of any future functionality, features, or content, or dependent on any oral or written public comments made by Intuit regarding future functionality or features.

**3.2 Customer Responsibilities.** As between Intuit and Customer, Customer will (a) be responsible for Users' compliance with the terms of this Agreement and all applicable Documentation; (b) be responsible for the accuracy, quality and legality of the Customer Content that Customer makes available or uses in connection with the Services, the means by which Customer acquired such Customer Content, and all use of such Customer Content, by Customer, the Users and, to the extent used in accordance with the terms of this Agreement, by Intuit, in connection with the Services (including, for the avoidance of doubt, the provision of any required notices and acquisition of any necessary consents for the provision of Customer Content to Intuit and for Intuit's collection, use, disclosure and other processing of Customer Content as provided for under this Agreement; (c) use commercially reasonable efforts to prevent unauthorized, unlawful or accidental access to or use, disclosure or other processing of the Platform, the

Services, or any Intuit Content or Customer Content made available in connection therewith, and notify Intuit promptly of any such unauthorized or unlawful access, disclosure, use or other processing of which it becomes aware; and (d) use the Platform, the Services, or any Intuit Content and Customer Content obtained or accessed therefrom only in accordance with this Agreement, the applicable Documentation, and applicable laws. Any use by Customer or any User of the Platform, the Services, or Intuit Content, or Customer Content obtained or accessed therefrom in breach of this Agreement or applicable law that in Intuit's judgment threatens the security, integrity, or availability of the Platform or the Services, or otherwise infringes or violates of the rights of any individual, may result in Intuit's immediate suspension of Customer's and/or any User's access to the Platform, the Services, or the Intuit Content or Customer Content made available in connection therewith. Intuit will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension. Intuit is not obligated to back up any portion of Customer Content uploaded into or maintained at any time in the Platform, whether uploaded by Customer, a User or Intuit. To the extent Customer desires such backup copies, it is solely responsible for creating them, at its sole cost and expense.

**3.3 Usage Restrictions.** Customer will not, directly or indirectly, and will not authorize any User or Third Party to: (a) sell, resell, license, sublicense, distribute, make available, rent or lease access to the Platform, the Services, or any Intuit Content, or include the Platform, the Services, or any Intuit Content in a service bureau or outsourcing offering; (b) alter or remove any trademarks or proprietary notices contained in or on the Platform, the Services, or any Intuit Content; (c) use the Platform or the Services to store or transmit infringing, libelous, or otherwise unlawful, harmful or objectionable material, or to store or transmit material in violation of Third-Party privacy rights in any jurisdiction; (d) use the Platform or the Services to store or transmit Malicious Code; (e) attempt to gain unauthorized access to the Platform, the Services, any Intuit Content or any related systems or networks; (f) circumvent or otherwise interfere with any authentication or security measures of the Platform Portal, the Services, or any Intuit Content, or otherwise interfere with or disrupt the integrity or performance of the foregoing; (g) modify, copy, or create derivative works based on the Platform, the Services, any Intuit Content, or any part, feature, function or user interface thereof; (h) copy any Intuit Content except as expressly permitted herein; (i) frame or mirror any part of the Platform, the hosted components of any Services, or Intuit Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation; (k) except to the extent permitted by applicable law, disassemble, reverse engineer, decompile, or otherwise attempt to derive the source code, algorithms, or associated know-how of the Platform or other technology used by Intuit to deliver the Platform, the Services or the Intuit Content; or (l) access the Platform, the Services or the Intuit Content, or otherwise use any of the foregoing for the purpose of benchmarking, developing, distributing or making available products or services that are similar to or compete with the Platform, the Services or the Intuit Content.

**4. CUSTOMER THIRD-PARTY SERVICE INTEGRATIONS.** The Platform and Services may integrate with services for which Customer has independently contracted with a Third Party ("**Customer's Third-Party Services**"). If Customer elects to integrate its Intuit account with one or more of Customer's Third-Party Services, it shall provide Intuit with the information reasonably required by Intuit to implement the integration and ensure that it has all required permissions and authorizations to share such information with Intuit for such limited purpose. Any integration with Customer's Third-Party Services depends on the continuing availability of, and access to such Customer's Third-Party Services and/or any Content or interfaces made available through such Customer's Third-Party Services. If for any reason Intuit cannot access or use the applicable Customer's Third-Party Services or the required data or information interfaces, Intuit may not be able to provide all of the functions of its Platform or deliver the ordered Services. Unless otherwise specified in this Agreement, all Content accessed through Customer's Third-Party Services integrated hereunder shall be Customer Content for purposes of this Agreement.

**5. NO CHARGE FOR SERVICES.** The Parties acknowledge and agree that the Services are provided at no charge to the Customer.

## **6. PROPRIETARY RIGHTS AND LICENSES**

**6.1 Ownership and Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Intuit, its Affiliates, and its licensors reserve all right, title and interest in and to the Platform, the Services, the Documentation, the Intuit Content, and Intuit's Marks, including all their related intellectual property rights. As between the Parties, Customer owns all right, title and interest in and to Customer's Marks and the Customer Content, including, without limitation, any Personal Data, including any Personal Data uploaded into the Platform by Users, and User-Generated Content. No rights are granted to a Party hereunder other than as expressly set forth herein.

**6.2 Access to and Use of Intuit Content.** Subject to the terms and conditions of this Agreement, including any different or additional license terms and restrictions in applicable Supplemental Terms, with respect to any Intuit Content that Intuit licenses from a Third Party and makes available to Customer and its Users under special terms, during the Term, Intuit grants to Customer a nonexclusive, non-transferable (except as permitted under Section 12.9) license, without the right to sublicense, to view, download, reproduce, and disclose to Users Intuit Content solely for Customer's internal business purposes and Users' educational purposes.

**6.3 License to Customer Content.** Customer hereby grants Intuit a nonexclusive, worldwide, royalty-free and fully-paid license, with the right to sublicense, to use, reproduce, modify, create derivative works of, distribute, and display Customer Content, during the Term for purposes of (a) providing the Services and ensuring proper operation of the Services and associated systems in accordance with this Agreement for and on behalf of Customer; and (b) generally providing and improving the Services; provided that with respect to any Personal Data contained therein, Intuit complies with Section 7.3. In addition, without limiting the generality of the foregoing, Customer hereby grants Intuit a nonexclusive, worldwide, perpetual, royalty-free and fully-paid license, with the right to sublicense, to use, reproduce, modify, create derivative works of, distribute, display, and incorporate into other works, the User-Generated Content for purposes of creating Aggregated Data or De-identified Data and for using such Aggregated Data or De-identified Data and disclosing it to Third Parties in its discretion, provided such use and disclosure otherwise complies with applicable law.

**6.4 License by Customer to Use Feedback.** Customer grants to Intuit and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation or use of the Services. With respect to Users who are students, who may provide Feedback, any Personal Data contained therein, shall be subject to Section 7.3.

## **7. CONFIDENTIALITY; PRIVACY; DATA SECURITY**

**7.1 Protection of Confidential Information.** As between the Parties, each Party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but not less than reasonable care) to (a) not use any Confidential Information of the Disclosing Party for any purpose other than as permitted by this Agreement; and (b) except as otherwise authorized by the Disclosing Party in writing or required by law (as subject to Section 7.2, below), limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access to fulfill its obligations or exercise its rights under this Agreement (including, with respect to Intuit, as needed to perform the Services) and who are bound by confidentiality obligations that provide the Disclosing Party no less protection than afforded it hereunder.

**7.2 Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

**7.3 Privacy and Data Security.** The Parties agree that they each will comply with their respective obligations as required under the Data Protection Addendum, (DPA), attached as Exhibit A, and incorporated into this Agreement. To the extent the DPA conflicts with the provisions of this Agreement, the DPA will prevail.

## **8. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS**

**8.1 Mutual Representations.** Each Party represents and warrants that that: (a) it has validly entered into this Agreement and has the legal power to do so; without the need for any consents, approvals or immunities not yet obtained; (b) its acceptance of and performance under this Agreement does and will not breach any oral or written agreement with any Third Party or any obligation owed by it to any Third Party to keep any information or materials in confidence or in trust; and (c) it will perform its obligations and exercise its rights under this Agreement in accordance with all applicable laws.

**8.2 Disclaimers.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE LIMITED WARRANTIES EXPRESSLY SET FORTH IN SECTION 8.2 AND ANY APPLICABLE SUPPLEMENTAL TERMS, THE SERVICES, AND INTUIT CONTENT ARE PROVIDED ON AN "AS IS" BASIS. INTUIT DOES NOT MAKE, AND HEREBY DISCLAIMS, ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS, NONINTERFERENCE, SYSTEM INTEGRATION, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, INTUIT DOES NOT WARRANT THAT THE PLATFORM, THE SERVICES, OR THE INTUIT CONTENT WILL MEET CUSTOMER'S REQUIREMENTS OR NEEDS, OR THAT CUSTOMER'S USE OR OPERATION OF OR ACCESS TO THE SAME WILL BE UNINTERRUPTED, ERROR FREE, FAULT-TOLERANT, FAIL-SAFE OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED.

## **9. MUTUAL INDEMNIFICATION**

**9.1 Indemnification by Intuit.** Intuit agrees, at its expense, to defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a Third Party alleging that the Services or any Intuit Content (except for Intuit Content that is licensed from Third Parties, in which case such Content would be subject to any indemnity provided therein), or use thereof as permitted hereunder, infringes or misappropriates such Third Party's intellectual property rights. Intuit will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by Intuit in writing of, any such claim, provided Customer (a) promptly gives Intuit written notice of the claim; (b) gives Intuit sole control of the defense and settlement of the claim (except that Intuit may not settle the claim unless it unconditionally releases Customer of all liability); and (c) gives Intuit all reasonable assistance requested by Intuit in connection with the defense or settlement of the claim, at Intuit's expense. If Intuit receives information about an infringement or misappropriation claim related to any Services, or Intuit Content, Intuit may in its discretion and at no cost to Customer (i) modify the affected item so that it is no longer claimed to infringe or misappropriate, without breaching Intuit's warranties hereunder; ii) obtain a license for Customer's continued use of the affected item in accordance with this Agreement; or (c) terminate Customer's access to the affected item. Notwithstanding anything to contrary contained herein, the above defense and indemnification obligations do not apply if the Third-Party claim arises from (w) the use or combination of the Services or Intuit Content, or any part thereof with software, hardware, data, or processes not provided by Intuit, if such Services or Intuit Content, or use thereof would not infringe without such combination; (x) Services or Intuit Content for which there is no charge; (y) any Customer Content uploaded into the Platform by Customer or the Users, Customer's Third-Party Services (or Content made available through such Customer's Third-Party Services), or (z) Customer's breach of its obligations, representations or warranties under this Agreement.

**9.2 Indemnification by Customer.** Customer agrees, to the extent permitted under applicable law and at its expense, to defend Intuit and its Affiliates against any claim, demand, suit or proceeding made or brought against Intuit by a Third Party arising from or related to (a) an allegation that any Customer Content uploaded into or made available through the Services by Customer or Users, or any use thereof by Customer, the Users or Intuit as permitted hereunder infringes or misappropriates such Third Party's intellectual property rights or otherwise violates any applicable law or Customer's obligations under this Agreement; or (b) use by Customer or the Users of the Services, the Intuit Content (including any Third-Party Content provided by Intuit), or any Personal Data, in a manner either not authorized under this Agreement or the Documentation or in violation of applicable law, and will indemnify Intuit from any damages, attorney fees and costs finally awarded against Intuit as a result of, or for any amounts paid by Intuit under a settlement approved by Customer in writing of, such claim, provided Intuit (i) promptly gives Customer written notice of the claim; (ii) gives Customer sole control of the defense and settlement of the claim (except that Customer may not settle the claim unless it unconditionally releases Intuit of all liability); and (iii) gives Customer all reasonable assistance requested by Customer in connection with the defense or settlement of the claim, at Customer's expense. The above defense and indemnification obligations do not apply if the Third-Party claim arises from Intuit's breach of its obligations, representations or warranties under this Agreement.

**9.3 Exclusive Remedy.** This Section 9 states the indemnifying Party's sole liability to, and the indemnified Party's exclusive remedy against, the other Party for any Third-Party claim described in this section.

## **10. LIMITATION OF LIABILITY**

**10.1 Limitation of Liability.** EXCEPT FOR DAMAGES ARISING FROM BREACHES OF SECTION 7.1, AND THE PARTIES' RESPECTIVE OBLIGATIONS UNDER SECTION 9, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF INTUIT (TOGETHER

WITH ALL OF ITS AFFILIATES) ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED ONE THOUSAND DOLLARS (\$1,000). THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CUSTOMER'S OR ITS AFFILIATES' PAYMENT OBLIGATIONS HEREUNDER.

**10.2 Exclusion of Consequential and Related Damages.** EXCEPT FOR DAMAGES ARISING FROM BREACHES OF SECTION 7.1, AND THE PARTIES' RESPECTIVE OBLIGATIONS UNDER SECTION 9, IN NO EVENT WILL INTUIT OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF INTUIT OR ONE OF ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF CUSTOMER'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

## **11. TERM AND TERMINATION**

**11.1 Term.** This Agreement commences on the Effective Date and, unless terminated or allowed to expire earlier in accordance with the terms hereof, shall continue for an initial period of twelve (12) months, followed by subsequent auto renewal periods of twelve (12) months each unless the parties elect in writing not to renew (collectively, the "Term").

**11.2 Termination.** Either Party may terminate this Agreement for cause if the other Party commits any material breach of this Agreement and fails to remedy such breach or otherwise fails to provide a plan to remedy the breach that is acceptable to both Parties, within thirty (30) days after its receipt of written notice of such breach. Customers may terminate this Agreement by ceasing all use of the Services. Intuit may terminate this Agreement at any time for any reason upon thirty (30) days' written notice to Customer.

**11.3 Effects of Termination; Survivability.** Sections 1, 3.2, 3.3, 6 through 10, 11.3, and 12 will survive any termination or expiration of this Agreement. Upon termination or expiration of this Agreement, and except as otherwise stated herein, each Party shall return or destroy any Confidential Information of the other Party and provide written verification of such return or destruction; provided, however, either Party and its representatives may retain copies of such Confidential Information for purposes of legal or regulatory compliance.

## **12. GENERAL PROVISIONS**

**12.1 Entire Agreement; Order of Precedence; Amendment.** This Agreement, inclusive of the Cover Page, the Standard Terms and Conditions, any applicable Supplemental Terms executed hereunder, together, constitute the entire agreement between Intuit and Customer regarding Intuit's provision of, and Customer's use of, the Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Without limiting the foregoing, this Agreement supersedes any click-wrap or browse-wrap terms that would otherwise be applicable to the Services. This Agreement may not be modified or altered except by a written instrument duly executed by both Parties. The Parties agree that any conflicting term or condition stated in a Customer order form or in any other Customer order documentation is void. In the event of a conflict among a term set forth in these Standard Terms and Conditions and a term set forth in any of the following documents: the Cover Page, any Supplemental Terms or exhibit attached thereto, or the Documentation or any other policy, schedule, or other document attached hereto or thereto or incorporated herein or therein by reference, the term set forth in these Standard Terms and Conditions will control unless the conflicting term in the other document specifically references the inconsistent term of these Standard Terms and Conditions, in which case the conflicting term will control only for the limited purposes set forth in the document containing such term. Titles and headings of sections are for convenience only and shall not affect the construction of any provision of this Agreement.

**12.2 Relationship of the Parties.** Neither this Agreement nor the cooperation of the Parties contemplated hereunder shall be deemed or construed to create any partnership, joint venture or agency relationship between the Parties. Except as otherwise expressly permitted in this Agreement, neither Party is, nor will either Party hold itself out to be, vested with any power or right to bind the other Party contractually or act on behalf of the other Party as a broker, agent or otherwise.

**12.3 Subcontractors.** Intuit may use one or more Third Parties to fulfill any of its obligations hereunder provided that with respect to any such obligations that are subcontracted to or provided by any Third Party, Intuit expressly

assumes all liability and responsibility for such Third Party's compliance with, including, without limitation, any breach of, the terms of this Agreement.

**12.4 Third-Party Beneficiaries.** There are no Third-Party beneficiaries under this Agreement.

**12.5 Export.** The Services utilize software and technology that may be subject to United States and foreign export controls. Customer shall not use or cause any of the underlying information, software, or technology to be transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "**Embargoed Countries**"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "**Designated Nationals**"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Services, Customer represents and warrants that it is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. Intuit may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000. Customer shall comply strictly with all applicable export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. Intuit and its licensors make no representation that the Services are appropriate or available for use in other locations.

**12.6 Force Majeure.** Any delay in the performance of any duties or obligations of either Party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, fire, earthquake, pandemic, flood, or any other event beyond the control of such Party, provided that such Party uses reasonable efforts, under the circumstances, to notify the other Party of the cause of such delay and to resume performance as soon as possible.

**12.7 Waiver.** No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

**12.8 Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

**12.9 Severability.** If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

**12.10 Assignment.** Customer may not assign any of its rights or delegate any of its obligations hereunder without Intuit's prior written consent. Any assignment in violation of this Section will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

**12.11 Governing Law, Jurisdiction and Venue.** This Agreement and any dispute arising from or relating to this Agreement are governed by the laws of the state of California, United States, without regard to its conflict of law principles. Customer further agrees to accept service of process by mail. To the extent the Parties are permitted under this Agreement to initiate litigation in court, the Parties' consent to exclusive personal jurisdiction and venue in the courts located in Santa Clara County. If Customer is a United States public educational institution, domiciled in a state within the United States that expressly requires a choice of law other than California state law, then Customer's state's law will apply. If Customer is a United States public educational institution domiciled in a state within the United States that expressly requires venue or jurisdiction of a state other than Santa Clara County, then Customer's state's required venue and jurisdiction will apply.

**12.12 Notices.** All notices, requests, consents, claims, demands, waivers, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return

receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses set forth on the Cover Page (or to such other addresses that may be designated by a Party from time to time in accordance with this Section). If to Intuit, all legal notices shall also be sent in copy to Att., General Counsel - Legal Department at 2700 Coast Ave., Mountain View, CA 94043.

The Parties have caused this Agreement to be executed by their duly authorized representatives.

Intuit Inc.

[Customer]

Name:

Name:

Title:

Title:

Date:

Date:

**Exhibit A**

[Attach Insert Data Protection Addendum]