



PARTNER PROGRAM TERMS

These Intuit Partner Program Terms, including any Addenda, Program Addenda, Program Guides, amendments, applicable terms and policies attached hereto or otherwise incorporated herein by reference (collectively the "Agreement"), constitute a binding, legal agreement between the applicable Intuit Contracting Party, as defined herein, ("Intuit", "we", "our", or "us"), and you, ("Partner", "you", or "your"), (each individually, a "Party" and collectively, the "Parties"). All capitalized terms in this Agreement shall have the meanings defined herein or the applicable Addenda.

By indicating your acceptance electronically, or by enrolling in, accessing, or participating in a Program, you affirm that you have read, understood, and voluntarily and expressly agree to be bound by this Agreement. The date upon which you accept this Agreement shall be the Effective Date and the email address you enter as part of your Account shall be used for all Notices including Security Incident Notices.

If you are an individual acting on behalf of a company, legal entity, or client, you represent and warrant that you have the authority to bind such entity to this Agreement. In such cases, the term "Partner", "you", or "your" as used herein will refer to both you as an individual, as well as the company, legal entity, or client on whose behalf you are acting. If you do not have such authority or do not agree with the terms of this Agreement, you must not accept this Agreement, enroll in, access, or participate in a Program subject to it.

To the extent Partner participates in any other Program governed by separate or independent terms, Partner agrees to comply with those terms, as well as any related documentation, policies, solely with respect to that Program.

This Agreement supersedes and replaces any and all prior agreements, understandings, or arrangements between the Parties, whether written or oral with respect to the applicable Programs. In the event of a conflict or inconsistency between the terms of this Agreement and those in any Program Addenda or Intuit Policy, the terms will take precedence in the following order: Program Addenda first, then Intuit Policies, and finally this Agreement.

TERMS AND CONDITIONS

1. PROGRAM PARTICIPATION AND RESPONSIBILITIES OF THE PARTIES

- 1.1. **Program Participation.** This Agreement outlines the terms governing your participation in an Intuit Program and emphasizes your responsibility to comply with the applicable Program Addenda, Intuit Policies, Applicable Law, and industry standards. From time to time during the Term of this Agreement, you may participate in one or more Programs related to certain Products, Services, features or benefits, as specified in the applicable Program Addenda. Your obligations and activities related to each Program will be outlined in the applicable Program Addenda, which expressly incorporate the terms and conditions of this Agreement. Intuit reserves the right to change, modify, or cancel a Program at any time, in its sole discretion.
- 1.2. **Marketing from Intuit.** By participating in a Program, Partner agrees to receive marketing communications from Intuit about its Programs, Services, Products or other Intuit-related opportunities that may be relevant to Partner in accordance with Applicable Laws.

- 1.3. **Partner Affiliation with Intuit.** Partner may represent itself as a participant of a Program only as explicitly authorized under the Program Addenda for the applicable Program and solely for activities related to that specific Program. In doing so, Partner must adhere to Intuit's brand guidelines and Program Addenda.
- 1.4. **Enrollment.** Enrollment is required to create an Account, access a Portal, participate in a Program or utilize related features. You are responsible for regularly reviewing and updating the Account information you provide to ensure it remains accurate and reflects any changes. Maintaining current and accurate information is essential for the proper upkeep of your Account, for completing necessary verifications and for maintaining eligibility to participate in a Program. Failure to do so may result in suspension or termination of your participation in Programs.
- 1.5. **Account Country Accuracy.** The Partner shall not modify or misrepresent their address or other Account details in an attempt to influence their eligibility for participation in Programs, access to benefits associated with certain Territories or to avoid paying Program fees, local taxes or any other costs. Any attempt to do so will be considered a breach of this Agreement and may result in the suspension or termination of the Partner's participation in Programs, as determined by Intuit.
- 1.6. **Territory.** The availability of certain Programs may vary by country, and not all Programs will be available in all Account Countries. The Partner agrees that their participation in Programs is limited to the Territory specified in the Program Addenda and as authorized by Intuit and acknowledges that eligibility may be subject to additional restrictions imposed by Intuit, regulatory requirements or Applicable Law.
- 1.7. **Program Support.** Specific details and terms regarding Program Support may be outlined in the applicable Program Addenda, which governs the scope and availability of Program Support for a particular Program ("Program Support"). Intuit reserves the right, at its sole discretion, to provide, modify, or terminate any Program Support related to a Program at any time, without prior notice to you.
- 1.8. **Right to Deny Participation.** Intuit reserves the right to deny participation in any Program to any individual or entity, for any reason and in Intuit's sole discretion. This includes, but is not limited to, concerns related to conflicts of interest, noncompliance with Applicable Law, or a risk of harm to Intuit, Intuit's reputation or Intuit's operations.
- 1.9. **Additional Opportunities and Services.** Partners may be contacted using the information provided in their Account to participate in additional opportunities, such as promotions, challenges, or beta features as part of the Program. Intuit and its Affiliates may also offer additional Services, Products, Programs, or features which may be subject to separate terms, conditions, and fees. These activities will be administered and monitored by Intuit, with specific features, terms, and conditions for participation provided in each announcement. The availability, issuance, and terms of such opportunities will be solely at Intuit's discretion.
- 1.10. **Good Faith Obligations.** You agree to perform your obligations under this Agreement in good faith, in a commercially reasonable and timely manner, and at your sole expense. You are responsible for all development, networking, or other infrastructure-related activities required to participate in the Program, as well as any modifications to the Program, including all related costs, expenses, losses, and liabilities.
- 1.11. **Pricing and Payment.** You should refer to the Program Addenda for detailed information regarding fees, payment obligations, and any applicable procedures. Unless otherwise specified in a Program Addenda, you are responsible for bearing any costs and expenses associated with your participation in the Program and fulfillment of your obligations under this Agreement.

- 1.12. **Partner Training.** Partner's Customer-facing sales representatives and support staff must be reasonably capable of effectively delivering Intuit's value proposition and must be generally knowledgeable about the Products, Services and Programs, their interfaces, advantages, and high-level functionality. Additional obligations, including compliance and technical training requirements, are outlined in the Program Addenda. Partner agrees to complete Intuit-provided training regarding Intuit policies on anti-corruption and other topics as may be reasonably required from time to time.
- 1.13. **Restrictions on Use of Programs.** Partners may not allow any third parties, non-affiliated individuals, or entities that have not agreed to this Agreement to access, use, mirror, or create links to Intuit Portals, Program links, systems, or the Program. Partners must also ensure that the Accounts are assigned individually and not shared, except for reassignment to new users replacing former users who no longer use the Intuit Portal or Program due to changes in employment or roles. Any intentional violation of these restrictions by Partner or its employees or its authorized third parties that Intuit, in its sole discretion, determines threatens the security, integrity, or availability of a Program may result in the immediate suspension of Partner's access to the Program. Intuit will use commercially reasonable efforts to notify the Partner prior to any such suspension when feasible.
- 1.14. **Conflicts of Interest Disclosure.** Partners must disclose any existing or potential conflicts of interest to Intuit prior to and during participation in the Program. Conflicts of interest include, but are not limited to, any affiliations, partnerships, or employment relationships that would adversely impact the Partner's ability to perform their obligations under this Agreement.

2. TERM AND TERMINATION

- 2.1. **Term.** This Agreement commences on the Effective Date and remains in effect until termination ("Term").
- 2.2. **Termination for Convenience.** Unless otherwise agreed in writing, either Party may terminate this Agreement for any reason by providing ninety (90) days' prior written notice to the other Party.
- 2.3. **Termination of Programs.** If a specific Term applies to a particular Program, such Term will be set forth in the applicable Program Addenda and continue to operate in accordance with this Agreement until termination. Termination of this Agreement will automatically result in the termination of all associated Program Addenda and Partner's participation in the Programs.
- 2.4. **Termination for Cause.** Intuit may terminate this Agreement immediately upon written notice if: (i) the Partner engages in any breach of this Agreement or any unlawful, deceptive or unfair business practice in the course of fulfilling its obligations under this Agreement; (ii) Partner's company undergoes a material change in management, ownership, control, or business operations, including any assignment to creditors, bankruptcy, reorganization, liquidation, dissolution, or similar proceeding, which Intuit deems unacceptable in relation to the Program; (iii) it is reasonably necessary to protect the integrity or availability of Intuit Services, Products, Programs or systems and comply with applicable Intuit Policy; (iv) Partner's use of the Intuit Services, Products or Programs conflicts with Intuit's interests or those of another User or Partner of the Program; or (v) Partner's actions potentially expose Intuit to reputational harm, violation of Applicable Law, liability or obligation. Additionally, Intuit may temporarily suspend access to a Portal or Program, without notice and without any liability to you, for any of the reasons set out in this paragraph or in Intuit's sole discretion. For clarity, a breach includes, but is not limited to, a breach of confidentiality, a breach of security obligations or relating to a Security Incident.
- 2.5. **Termination for Failure to Receive Electronic Communications.** Intuit may terminate this Agreement in the event you do not maintain an accurate and up-to-date email address associated with your

Account resulting in your failure to receive electronic communications from Intuit. Intuit may provide you with an opportunity to cure such failure, so long as you take immediate action to update your Account and provide the required email address(es).

- 2.6. **Effect of Termination.** Except as provided in any relevant Program Addenda, upon the termination of this Agreement or any Program ("Termination Date" or applicable "Program Termination Date"): (a) all payment obligations that have accrued under this Agreement and any Program Addenda before the Termination Date will be payable in full within the applicable payment schedule defined in the Program Addenda plus sixty (60) calendar days after the Termination Date or the Program Termination Date, as applicable; (b) each Party will cease using the Content, Marks and Property of the other, except as the Parties may otherwise agree in writing; (c) any license granted herein between the Parties shall immediately cease and automatically be revoked, except as the Parties may otherwise agree in writing; (d) the Partner will return all Confidential Information belonging to Intuit and, upon Intuit's request, securely delete all such Confidential Information from its files, systems, computer memory, or data storage devices in accordance with Intuit's current data policies. and (e) each Party shall cooperate with the other Party in performing the necessary activities to terminate the Agreement.
- 2.7. **Survival.** The following provisions of this Agreement shall survive any termination, breach, or expiration of the same and shall continue to bind the Parties, including, specifically: Section 2.1 (Agreement Term), Section 2.3 (Program Term), Section 3 (Ownership, Limited Licenses and Feedback), Section 4 (Marketing, Solicitation and Publicity), Section 5 (Representations, Warranties and Disclaimers), Section 6 (Compliance) Section 8 (Confidential Information), Section 9 (Data Protection and Security), Section 10 (Indemnification), Section 11 (Limitation of Liability), Section 12 (Dispute Resolution), Section 13 (Miscellaneous), Section 14 (Definitions), and the Data Privacy Addendum.

3. OWNERSHIP, LIMITED LICENSES AND FEEDBACK

- 3.1. **Ownership.** Each Party's Property is owned solely and exclusively by such Party. Each Party will retain all right, title and interest in and to its respective Property worldwide, subject to the limited license granted to the other Party hereunder in connection with such Party's performance of this Agreement. Except as expressly permitted by this Agreement and any Program Addenda, neither Party shall directly or indirectly use, copy, reproduce, distribute, reverse engineer, commercialize, create derivative works from, manufacture, report, publish or disclose, or cause to be published or disclosed, or sell, sublicense, lease, assign, transfer, distribute, encumber, or otherwise transfer or transform any of the Property of the other Party, or utilize the other Party's Property for any purpose except as expressly contemplated by this Agreement. Except as expressly permitted by this Agreement, neither Party shall (a) alter, remove, or suppress any copyright or other proprietary notices or Marks or any confidentiality legends embedded or otherwise appearing in or on any Property of the other Party; or (b) fail to ensure that all such notices, Marks and legends appear on all full or partial copies of the other Party's Property or the media containing the other Party's Property. In addition, Partner shall not offer any customized Content developed specifically for Intuit's benefit to any of Intuit's competitors; provided, however, that nothing in this Agreement shall limit Partner's offer, sale, or provision of Partner's standard and unmodified products or services to any other Customers or Users, including without limitation to Intuit's competitors.
- 3.2. **Limited License - Trademarks.** During the Term of this Agreement and except as provided in any Program Addenda, each Party (for the purposes of this Section, a "Licensor") hereby grants to the other Party hereto (for the purposes of this Section, a "Licensee") a non-exclusive, worldwide, non-transferable, revocable, non-sublicensable, royalty-free and limited license to use Licensor's Marks solely in connection with Licensee's obligations and rights under the Agreement. The Licensor, in its sole discretion from time to time, may change the appearance and/or style of its Marks, provided that it shall give the Licensee sufficient advance notice to implement any such changes. Licensee's use of the Licensor's Marks shall inure to the benefit of Licensor. Licensee's use of Licensor's Marks shall not injure

or diminish the goodwill associated with Licensor's Marks. Licensee shall not apply for registration of the Licensor's Marks, including, but not limited to the use of domain names or web addresses (or any mark confusingly similar thereto) anywhere in the world, and shall not engage, participate or otherwise become involved in any activity or course of action that dilutes and/or tarnishes the image and/or reputation of the other Licensor's Marks.

3.3. **Feedback.** Any feedback, suggestions, or ideas provided by the Partner to Intuit regarding Intuit's Services, Products, Programs, or processes shall be considered non-confidential and may be used by Intuit without any obligation or limitation, unless otherwise agreed in writing.

4. MARKETING, SOLICITATION AND PUBLICITY

4.1. **General Marketing.** Specific marketing and advertising provisions will be provided in the applicable Policies and Program Addenda.

4.2. **Non-Exclusivity.** Except as set forth in a Program Addenda, neither Party shall be prohibited from competing against the other Party, nor engaging in any business (or entering into any business relationship) that is competitive with the business of the other Party. This Agreement is non-exclusive except as stated otherwise.

4.3. **Publicity.** Except as required by Applicable Law, in Program Addenda or expressly permitted by Intuit in writing, the Partner may not issue any press release, public statement, or endorsement that references this Agreement, any Program, Intuit, or Intuit's Products, Services, or Marks, nor include statements attributable to Intuit without Intuit's prior written consent. Intuit may issue press releases or public statements referencing the Partner or this Agreement at its sole discretion.

5. DISCLAIMER OF WARRANTIES

5.1. UNLESS STATED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INTUIT AND ITS AFFILIATES, ALONG WITH THEIR THIRD-PARTY PARTNERS, PROVIDERS, LICENSORS, DISTRIBUTORS, AND SUPPLIERS (COLLECTIVELY, "SUPPLIERS") EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. THIS INCLUDES, BUT IS NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY, AND QUALITY. EXCEPT AS PROVIDED HEREIN OR REQUIRED BY APPLICABLE LAW, AND ALL OF INTUIT'S PROGRAMS, PORTALS, PRODUCTS, SERVICES, MATERIALS, CONTENT, PROPERTY, DATA, MARKS, INTUIT INTELLECTUAL PROPERTY, INCLUDING ANY INTUIT APIs, AND ALL COMPONENTS AND INFORMATION RELATED TO THE SAME, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. INTUIT EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES RELATING TO THE SAME. INTUIT AND ITS AFFILIATES AND SUPPLIERS DO NOT GUARANTEE THAT THE PROGRAMS, PRODUCTS, SERVICES, OR APIs WILL BE FREE FROM INTERRUPTIONS, ERRORS, BUGS, VIRUSES, OR DATA LOSS, OR THAT THEY WILL BE SECURE OR MEET YOUR LEGAL OR BUSINESS REQUIREMENTS. YOUR USE OF THE PLATFORMS, PORTALS, PROGRAMS, SERVICES, PRODUCTS, MATERIALS, CONTENT, DATA, OR INTUIT APIs IS ENTIRELY AT YOUR OWN RISK.

5.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTY PERIOD MANDATED BY STATUTE OR PROVINCE, IF ANY, SHALL BE CONFINED TO THE MINIMUM DURATION LEGALLY ALLOWED. FURTHERMORE, INTUIT, ALONG WITH ITS AFFILIATES AND SUPPLIERS, EXPRESSLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT THE USE OF THE PROGRAM WILL FULFILL OR ENSURE ADHERENCE TO ANY LEGAL OBLIGATIONS, LAWS, OR REGULATIONS.

5.3 IN CANADA, THIS AGREEMENT DOES NOT EXCLUDE, RESTRICT, OR MODIFY WARRANTIES OR CONDITIONS THAT CANNOT BE LEGALLY DISCLAIMED UNDER APPLICABLE CANADIAN LAWS, INCLUDING STATUTORY CONSUMER PROTECTIONS PROVIDED UNDER THE CONSUMER PROTECTION ACTS OF RELEVANT PROVINCES.

5.4 IN AUSTRALIA, NOTHING IN THIS AGREEMENT EXCLUDES, RESTRICTS, OR MODIFIES NON-EXCLUDABLE GUARANTEES UNDER THE AUSTRALIAN CONSUMER LAW ("ACL"). THIS INCLUDES GUARANTEES THAT SERVICES WILL BE PROVIDED WITH DUE CARE AND SKILL AND WILL BE REASONABLY FIT FOR ANY DISCLOSED PURPOSE. FOR SERVICES FAILING TO COMPLY WITH SUCH GUARANTEES, YOU MAY BE ENTITLED TO REMEDIES UNDER THE ACL, INCLUDING REPAIRS, REPLACEMENTS, OR REFUNDS.

5.5 IN THE UNITED KINGDOM, NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE YOUR RIGHTS UNDER THE UNITED KINGDOM CONSUMER RIGHTS ACT 2015 OR THE UNITED KINGDOM UNFAIR CONTRACT TERMS ACT 1977. INTUIT GUARANTEES THAT SERVICES WILL BE PROVIDED WITH REASONABLE CARE AND SKILL CONSISTENT WITH THESE STATUTORY REQUIREMENTS.

6. COMPLIANCE

6.1. **Adherence to Applicable Laws and Intuit Policies.** You agree to comply with Applicable Laws, Program Addenda, Intuit Policies, and industry standards regarding privacy, data protection and security, artificial intelligence, and your participation in the Program. Noncompliance may lead to termination, suspended access to a Portal, Program, or other enforcement actions at Intuit's discretion.

6.2. **Use of Artificial Intelligence and Emerging Technologies.** If Artificial Intelligence ("AI"), Large Language Models ("LLMs"), or similar technologies are utilized in connection with your participation in the Program, you agree to fully comply with the standards established by the National Institute of Standards and Technology ("NIST") or other applicable regulations. This obligation applies regardless of whether such technologies are operated directly by you, through Affiliates, or via unaffiliated third parties.

6.3. **Tax Responsibilities and Indemnification.** You are responsible for any and all taxes, fees, levies, and charges, including but not limited to VAT, service tax, GST, excise taxes, sales and use taxes, sales and transaction taxes, gross receipts tax, governmental fees and charges, penalties, interests, and other additions thereto, related to your participation in or use of a Program under the terms of this Agreement. You will reimburse and indemnify Intuit for any taxes, fees, levies, interest, and penalties that Intuit may be compelled to pay on account of your non-payment of the same, including but not limited to claims by any competent tax authority related to any such taxes.

6.4. **Not Subject to Fair Credit Reporting Act.** Except as expressly provided in a Program Addenda, the Parties acknowledge and agree that they are not subject to the Fair Credit Reporting Act ("FCRA") and specifically agree that: (a) in accessing and processing Personal Data and/or User Data, as applicable, the Party acts as an agent or representative for the User who has explicitly provided Consent to access and process the Personal Data and/or User Data; (b) Personal Data, User Data and/or the Program do not constitute a "consumer report" as defined by FCRA under 15 U.S.C. 1681a(d); (c) in providing access to Personal Data or User Data, it is not the intent of either Party to be deemed a "furnisher" as that term is used in Section 623 of FCRA (15 U.S.C. 1681s-2) and its implementation regulations, including, as applicable, 16 C.F.R. 660 ("Duties of Furnishers of Information to Consumer Reporting Agencies") and 12 C.F.R. Subpart E ("Duties of Furnishers of Information"); and (d) in accessing, exchanging or processing Personal Data or User Data it is not the intent of either Party to be deemed a "consumer reporting agency" as defined by 15 U.S.C. 1681a(f) or a "furnisher" as defined above. If either Party reasonably determines that the provisions of this section are no longer true or reasonably anticipates that they will become untrue in the near and imminent future, the Parties will exchange the

rationale for such determination, evaluate alternatives, and collaborate to amend this Agreement, accordingly.

- 6.5. **Covenants Regarding Anti-Corruption/Anti-Bribery and Global Trade Laws.** In conformity with the United States Foreign Corrupt Practices Act ("FCPA"), the Organization for Economic Cooperation and Development ("OECD"), the regulations administered by the Office of Foreign Assets Control ("OFAC"), and other applicable laws prohibiting bribery, money laundering, and other corrupt practices and behavior, and with Intuit's established corporate policies and Supplier Code of Conduct, Partner and its employees, and agents shall not directly or indirectly offer, give, pay, promise to pay, receive, or authorize the payment of any bribes, kickbacks, influence payments, or other unlawful or improper inducements to any person in whatever form (including without limitation, gifts, travel, entertainment, contributions, or anything else of value).
- 6.5.1. Partner shall maintain true, accurate, and complete books and records with respect to all payments made to or for the benefit of third parties in connection with this Agreement or that relate in any way to the goods or services provided in connection with this Agreement. In the event Intuit receives, at any time during the term of this Agreement and for three years (3) thereafter, any information causing concern that Partner may have failed to comply with any provision of this section, Intuit or its designee shall have the right to audit Partner's financial and other books and records relating to its activities and performance under this Agreement.
- 6.5.2. In rendering the services contemplated under this Agreement or in connection with the performance of any other obligation hereunder, Partner shall, at its own expense, take (and cause third parties to take) all measures, actions and steps in order to ensure that no transactions or interactions with any persons (natural or entities) included in lists maintained by the United States or other applicable jurisdictions prohibiting transactions with and the export of US products to certain entities, people and jurisdictions, including Russia, Cuba, Iran, North Korea, Syria and the Crimea, Donetsk ("DNR"), and Luhansk ("LNR") regions of the Ukraine.
- 6.5.3. In the event that Partner enters into a transaction or otherwise has an interaction with a person included in the aforementioned lists, it shall inform Intuit within a term not to exceed two (2) business days as of the date Partner learned of such fact or circumstance. Such notice is not intended nor will it have the effect of relieving the Partner of any liability under this Agreement or Applicable Law.

7. ACCEPTABLE PROGRAM USE

- 7.1. **Usage Rules and Restrictions.** To ensure ethical and proper conduct, the Partner agrees to comply with the following usage rules and restrictions while participating in an Program, including associated Products, Services, tools, content, benefits, or communities:
- 7.1.1. **Standards for Participation.** The Partner must conduct activities with high integrity, professionalism, and in compliance with Applicable Laws, regulations, and this Agreement. Misleading, deceptive, unlawful, or unethical practices are prohibited. Statements, representations, and marketing related to the Programs must be accurate, authorized, and reflect positively on Intuit's reputation.
- 7.1.2. **Service Quality and Dispute Resolution.** The Partner must participate in the Programs at high standards of quality and professionalism and make reasonable efforts to resolve disputes promptly and fairly to preserve Intuit's reputation and Customer trust.
- 7.1.3. **Prohibited Activities.** The Partner must refrain from:
- 7.1.3.1. Engaging in unlawful, harmful, fraudulent, or deceptive behaviors.
 - 7.1.3.2. Misusing Intuit systems, introducing harmful elements (e.g., viruses), or circumventing security measures.
 - 7.1.3.3. Violating privacy rights, impersonating others, or misrepresenting relationships with Intuit.
 - 7.1.3.4. Using Intuit Products, Services, Programs, data, or branding for competing purposes.
 - 7.1.3.5. Collecting or using Intuit data to train AI models without permission.

- 7.1.4. **Branding and Marketing.** The Partner must not modify, misuse, or apply Intuit Marks, trademarks, branding, or assets in a way that reflects negatively on Intuit or misrepresents the relationship between the Partner and Intuit. Spam, fraudulent advertising, or actions that manipulate systems for improper benefits are strictly prohibited.
 - 7.1.5. **Monitoring and Enforcement.** Intuit reserves the right to monitor, audit, and investigate Program participation to ensure compliance. Violations may result in enforcement actions, including suspension or termination from the Programs, removal of prohibited content, forfeiture of improperly earned benefits, and legal remedies.
 - 7.1.6. **Community Conduct.** Interactions within Intuit-managed communities and forums must be constructive, respectful, and professional. Harassment, abusive behavior, or conduct that violates community standards is prohibited, and Intuit reserves the right to moderate or remove disruptive content.
- 7.2. By participating in any Program, Partner acknowledges and agrees to comply with these usage rules and restrictions at all times. Violations may result in penalties, suspension or termination of Program access.

8. CONFIDENTIAL INFORMATION

- 8.1. **Definition and Ownership of Confidential Information.** Intuit may disclose confidential and proprietary information (“Confidential Information”) to Partner under this Agreement. Confidential Information includes any non-public information related to Intuit’s business, operations, products, plans, or data that is clearly identified as confidential or should reasonably be understood to be confidential. All Confidential Information remains the sole and exclusive Property of Intuit.
- 8.2. **Partner’s Duty to Protect Intuit’s Confidential Information.** Partner agrees to protect Intuit’s Confidential Information using at least reasonable care, will not use it for any purpose outside the scope of this Agreement, and will prevent unauthorized access, reproduction, or disclosure to third parties unless Intuit provides prior written authorization. Partner may disclose Confidential Information solely to its Personnel who need to know it to fulfill their obligations under this Agreement and who are subject to legal or contractual confidentiality obligations no less stringent than those in this clause.
- 8.3. **Limitations and Restrictions.** Intuit does not wish to receive any confidential information from Partner unless an effective and valid non-disclosure agreement (NDA) is in place. Partner shall not mark or provide any information to Intuit as confidential unless agreed upon in writing beforehand.
- 8.4. **Notice of Unauthorized Disclosure.** Partner must promptly notify Intuit in writing if it becomes aware of any unauthorized use or disclosure of Intuit’s Confidential Information and cooperates fully to address the situation.

9. DATA PROTECTION AND SECURITY

- 9.1. **Information Security Program.** Partner shall maintain a comprehensive information security program (“Information Security Program”) that implements appropriate security measures to safeguard and protect the security and confidentiality of any information or data provided by Intuit under this Agreement. Partner’s Information Security Program must also ensure the protection of Intuit’s information and data against any Security Incident, as defined herein. Partner shall take necessary steps to implement and maintain its Information Security Program in accordance with the Data Processing Addendum (DPA), attached hereto and incorporated herein by reference, to ensure Partner and Partner’s Personnel comply with the provisions of the DPA.
- 9.2. **Development of Privacy Policy.** You are solely responsible for developing, maintaining, and enforcing a comprehensive data privacy policy that complies with all Applicable Laws and industry

standards. Your privacy policy must address the collection, storage, processing, and transfer of data, including Personal Data, cookies and sensitive information, and ensure its accuracy and adequacy. You acknowledge your obligation to inform individuals of their rights under such laws and assume full responsibility for any legal, regulatory, or reputational consequences arising from non-compliance.

- 9.3. **Data Usage and User Consent.** Partner must handle Personal Data and User Data responsibly, in compliance with Applicable Laws, and provide Users with disclosures and tools to manage or revoke their Consent for data usage, including marketing preferences and settings for third-party cookies.
- 9.4. **Use of Data.** Except for as required by law, court order, subpoena or law enforcement, Partner will only share Personal Data and User Data with its Affiliates and Personnel who have a need to know such information in connection with participating in the Program and/or providing Products or Services to Intuit or to Users. Partner agrees not to use any Personal Data or User Data if such use constitutes a violation of: (a) any other provision of this Agreement; (b) any requirement of Applicable Law; (c) the terms of the Data Privacy Addendum attached hereto; or (d) Partner's privacy policy. Nothing in this Section shall prohibit either Party's use of Aggregated and Anonymized Data as defined in this Agreement.
- 9.5. **Harmful Code.** Partner represents and warrants that its products, services, or actions will not contain any circuitry, communication, computer, equipment, firmware, hardware, instruction, software, system, or other technical means whose purpose or effect is to damage, disable, disrupt, harm, interfere with, or impede in any manner the orderly operation of any software, data files, firmware, hardware, computer system, or network ("Harmful Code"). Partner shall use commercially reasonable efforts to ensure its products, services, and actions are free from any viruses, Trojan horses, worms, self-replicating code, or any similar destructive elements.
- 9.6. **Suspension of Access.** Intuit may suspend Partner's access to the Program at any time and at its sole discretion, including but not limited to: (a) addressing a security incident or vulnerability; (b) mitigating an attack; (c) ensuring compliance with Applicable Laws or regulatory requirements; (d) addressing material financial or reputational risks to Intuit; (e) Partner's failure to comply with this Agreement, related Program Addenda, or Intuit policies; or (f) Partner's failure to pay Intuit as required. Intuit is not liable for any damages arising from such a suspension.
- 9.7. **Security Incident.** In the event of a Security Incident involving Partner's premises or technology systems, Partner will promptly notify Intuit upon confirmation of the Security Incident ("Security Incident Notice"). The Security Incident Notice must include a detailed description of the incident, the data impacted (including Personal Data and/or User Data), and any additional information Intuit reasonably requests. Partner agrees to promptly investigate, identify, prevent, mitigate, and remediate the Security Incident at its own expense. Partner shall take all necessary actions, including notifying affected users in accordance with financial industry practices and applicable laws. Partner will cooperate reasonably with Intuit to assist Intuit in determining its legal obligations regarding notifications to its Users, Customers, regulators, and/or law enforcement. Partner shall provide Intuit with any documentation reasonably necessary to issue such notifications or communications.

10. INDEMNIFICATION

- 10.1. You agree to indemnify and hold harmless Intuit for any losses, damages, judgments, fines, costs and expenses (including legal fees) in connection with any claims arising out of or relating to your unlawful or unauthorized use of Program, Products, Services or violation of this Agreement. Intuit reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any claims. You agree to reasonably cooperate as requested by Intuit in the defense of any claims.

11.LIMITATION OF LIABILITY

- 11.1. **Limitation of Liability.** Other than the rights and responsibilities described in this Agreement and as allowed by Applicable Law, Intuit won't be responsible for any losses. The total aggregate liability of Intuit, its Affiliates and our third party providers, licensors, distributors or suppliers ("Intuit Parties") arising out of or relating to this Agreement is limited to the greater of: (1) the fees that you paid to use the relevant Service(s) in the 12 months before the breach or (2) ONE HUNDRED U.S. DOLLARS (\$100). The Intuit Parties won't be responsible for the following: Loss of data, profits, revenues, business opportunities, goodwill or anticipated savings; Indirect, incidental, or consequential loss; Punitive damages; or Damages relating to failures of telecommunications, the internet, electronic communications, corruption, security, viruses, or spyware. The above limitations apply even if the Intuit Parties have been advised of the possibility of such damages. This Agreement sets forth your exclusive remedy with respect to the Program and its use.

12.DISPUTE RESOLUTION

- 12.1. **Dispute Resolution for Partner Benefits and Payments.** The Partner must notify Intuit in writing of any disputes related to payments, credits, payouts, or other benefits provided under this Agreement within sixty (60) days from the date the payment, credit, payout, or benefit is received, or should have been received. The notice must be sent to the Program Support contact information specified in the applicable Program Addenda and must include details of the disputed payment, credit, payout, or benefit, the reason for the dispute, and any supporting documentation. Failure to provide written notice of a dispute within this timeframe will result in the Partner waiving its right to contest or claim such payments, credits, or benefits, regardless of the nature of the underlying issue or any applicable statutes of limitation.
- 12.2. **No Right to Offset or Withhold Payments.** All disputes shall be resolved in accordance with the terms and procedures outlined in this Agreement. The Partner agrees not to withhold or offset any amounts owed to Intuit in connection with disputes, unless expressly authorized by Intuit in writing. Intuit retains the sole discretion to determine whether adjustments or corrections are necessary. No remedies, claims, or entitlements shall be available to the Partner unless expressly permitted by this Agreement.
- 12.3. **No Audit or Inspection Rights.** By agreeing to this Agreement, the Partner acknowledges and agrees that it has no right to audit, inspect, request, or otherwise access Intuit's internal books, records, systems, or data, except as may be expressly required by applicable law. Any payment obligations or credits arising under this Agreement shall be based solely on Intuit's records, calculations, and reports, which shall be considered binding and final.
- 12.4. **General Agreement on Good Faith Resolution, Arbitration and Small Claims.** You and Intuit agree that any dispute, claim, or controversy arising out of or relating to the applicable Program or this Agreement ("Claim(s)") shall be resolved through binding arbitration or in small claims court, rather than in courts of general jurisdiction, subject to local Applicable Law as provided, below. Before filing a Claim in small claims court or commencing arbitration, but after any notice of a Claim is issued ("Notice of Claim"), both Parties will attempt to resolve the Claim in good faith. If the Parties do not reach an agreement within sixty (60) days after a Notice of Claim is received, either Party may proceed by filing a Claim for arbitration or in small claims court. If a dispute arises about whether a Claim qualifies for small claims court, this matter shall be resolved by the court, not by an arbitrator. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

- 12.5. **Waiver of Class Action and Trial by Jury.** You and Intuit shall bring Claims individually and not as a plaintiff or class member in any purported class or representative proceeding. You and Intuit each expressly waive the right to a trial by jury or to participate in a class action. Unless mutually agreed upon by both Parties, the arbitrator will not consolidate any other person's claims with yours and will not preside over any form of a representative or class proceeding.
- 12.6. **No Third-Party Beneficiaries.** For purposes of the Contracts (Rights of Third Parties) Act 1999, only Intuit's Affiliates and subsidiaries are third-party beneficiaries entitled to enforce this Agreement's terms against you without requiring their consent to any changes to this Agreement. This Agreement benefits only the Parties, and no other person has any rights, legal or equitable, under this Agreement.
- 12.7. **Dispute Resolution.** Unless otherwise stated below, in addition to the terms provided in this Section, the governing laws, governing courts, and applicable dispute resolution processes for the United States, or any jurisdiction not expressly provided for, below, shall be determined solely based on your Account Country and as set forth in the Intuit Contracting Party and Governing Law table, below. Except for disputes qualifying for small claims, the Federal Arbitration Act ("FAA") and (to the extent not preempted) the laws of the State of California govern the interpretation and enforcement of this arbitration provision without regard to conflict of laws principles. Arbitration shall be administered by the American Arbitration Association ("AAA") under its rules, which are accessible at www.adr.org. The binding arbitration shall be conducted by a single arbitrator, and hearings shall take place in the county of your residence or the mailing address provided in your Notice of Claim. Arbitrators may award the same damages as a court but may not award relief beyond that scope. If you fail to appear at the administrative conference, regardless of whether your counsel attends, the AAA will administratively close the arbitration proceeding without prejudice, unless you show good cause as to why you were not able to attend the conference. Claims that fall within the jurisdictional limits of a small claims court may be brought in such courts instead of arbitration. These courts may include the small claims court in your county of residence or Santa Clara County, California. Should a Party improperly file a claim outside small claims court, the other Party may seek to have the Claim administratively closed and addressed in the appropriate forum.
- 12.8. **Dispute Resolution in Canada (excluding Quebec).** In addition to the terms provided in this Section, the governing laws, governing courts, and arbitration rules for Canada (excluding Quebec) shall be determined solely based on your Account Country and as set forth in the Intuit Contracting Party and Governing Law table, below. This Agreement, any and all Claims including any non-contractual obligations arising out of or related thereto, shall be resolved through binding arbitration administered by the International Centre for Dispute Resolution ("ICDR") Canada in accordance with its Canadian Arbitration Rules. The number of arbitrators shall be one, the place of arbitration shall be the City of Toronto, Ontario, Canada and the language of the arbitration shall be English. The award by the arbitrator shall be final and binding on the parties and the arbitration process shall be confidential. Each Party will be responsible for its own costs of arbitration.
- 12.9. **Dispute Resolution in the United Kingdom.** In addition to the terms provided in this Section, the governing laws, governing courts, and applicable dispute resolution processes for the United Kingdom shall be determined solely based on your Account Country and as set forth in the Intuit Contracting Party and Governing Law table, below. The Parties hereby submit to the exclusive jurisdiction of the courts of England and Wales to settle any Claims arising out of or in connection with this Agreement (including any dispute relating to the existence, validity or termination of this Agreement or non-contractual obligation arising out of or in connection with this Agreement). The Parties agree that the courts of England are the most appropriate and convenient forum to settle disputes, and the parties hereby waive any right to object to such proceedings on the basis of the forum not being convenient. In cases of actual or threatened breaches of Intellectual Property rights or confidentiality provisions, Intuit may seek equitable relief, including injunctions or specific performance, from courts in England and Wales without first engaging in arbitration or mediation. You

agree not to bring any action or defense or seek any relief that would or could prevent Intuit from commencing, bringing or continuing any legal or administrative proceedings in any manner permitted under this Section. To the extent allowed by Applicable Law, Intuit may take concurrent proceedings in any number of jurisdictions.

12.10. **Dispute Resolution in Australia.** In addition to the terms provided in this Section, the governing laws, governing courts, and arbitration rules for Australia shall be determined solely based on your Account Country and as set forth in the Intuit Contracting Party and Governing Law table, below. This Agreement, any and all Claims including any non-contractual obligations arising out of or related thereto, shall be resolved through binding arbitration administered by and finally settled under the Rules of Conciliation and Arbitration of the International Chamber Of Commerce ("ICC Rules"), by a single arbitrator mutually agreed to by the Parties appointed in accordance with the ICC Rules. The place of arbitration shall be Sydney, Australia, and all proceedings, including required notices and requests to the Parties shall be conducted in English. Each Party may select its own counsel, including foreign counsel to participate on its behalf. The Parties may engage in mutually agreed to, reasonable discovery subject to the ICC Rules. The award by the arbitrator shall be final and binding on the Parties, and each party hereby waives to the fullest extent permitted by Applicable Law any right it may otherwise have under the laws of any jurisdiction to any form of appeal. Notwithstanding the foregoing, the Parties agree that each Party has the right to seek, to the extent permitted under the laws of any relevant jurisdiction, temporary or permanent injunctive or other similar relief in any court of other authority of competent jurisdiction in respect of any claims of breach of confidentiality or for an order of specific performance or other relief. Each Party will be responsible for its own costs of arbitration.

13. MISCELLANEOUS

13.1. **Status of Partner.** Partner represents and warrants that it is a legal entity duly organized or incorporated in the Territory and is in good standing in all jurisdictions where it does business. Partner acknowledges that it is an independent contractor and will under no circumstances be deemed an employer, employee, agent, servant, joint venturer, or partner of Intuit.

13.2. **Authority.** Partner represents and warrants that it has the authority and ability to fully comply with the terms of this Agreement, including the following obligations: (1) Partner has the power and capacity to execute, deliver, and carry out the terms of this Agreement. (2) Partner has taken all actions necessary to authorize its performance under this Agreement and has obtained all required licenses, permits, approvals, or certifications from any relevant governmental entity or agency and will comply with them throughout the term of this Agreement. (3) Partner shall pay all necessary fees, costs, or expenses associated with obtaining such licenses, permits, or approvals. (4) Partner has made all disclosures required by any applicable governmental entity or agency. The individual accepting the terms of this Agreement on behalf of Partner represents and warrants that they are fully authorized to do so, and to the best of their knowledge, all representations made by Partner in this Agreement are accurate, truthful, and complete.

13.3. **Assignment.** Partner may not assign, sublicense, delegate, or transfer any of its rights or responsibilities under this Agreement, whether by operation of law or otherwise. Any attempted assignment or transfer by Partner in violation of this provision will be void and constitute a material breach of this Agreement. Notwithstanding the foregoing, Intuit may assign, sublicense, delegate, or transfer its rights or responsibilities under this Agreement, whether by operation of law or otherwise, to any subsidiary, Affiliate, or third party in connection with the sale of its business or assets. All terms and provisions of this Agreement will be binding upon and inure to the benefit of Intuit, its successors, and permitted assigns. Partner agrees that no such assignment by Intuit requires additional consent from Partner.

- 13.4. **No Waiver of Rights.** Except as otherwise provided in this Agreement, no failure or delay on the part of any Party in exercising any right under this Agreement will operate as a waiver of that right, nor will any single or partial exercise of any right preclude any further exercise of that right. All waivers must be made in writing to be effective and enforceable.
- 13.5. **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall in no way be affected and shall remain in full force and effect.
- 13.6. **Notices to You.** We may provide any notice to you under this Agreement by: (i) posting a notice in an Intuit Portal or other website; or (ii) sending a message or critical alert to the email address associated with your Account. Notices provided by posting on an Intuit Portal will be effective upon posting. Notices sent by email will be effective when the email is sent, regardless of whether you actually receive the email. It is your responsibility to keep your email address current and valid, and you will be deemed to have received any email sent to the email address associated with your Account at the time we send it.
- 13.7. **Notices to Intuit.** If you need to provide notice to Intuit under this Agreement, you must do so by sending notice via personal delivery, overnight courier, registered or certified mail to the mailing address associated with the Intuit Contracting Party as specified in the table provided, below, titled Intuit Contracting Party and Governing Law. It is essential to reference this table to identify the correct mailing address for your Intuit Contracting Party, as notice will only be valid if it is sent to and received by the appropriate Intuit Contracting Party. Alternatively, notices may also comply with the procedures detailed on the Intuit Guidelines for Service of Process.
- 13.8. **Updates to Intuit's Notice Information.** Intuit may update its mailing address and other information related to notices by posting the same on an Intuit Portal. It is your responsibility to review updates to ensure accurate delivery of any notice to Intuit.
- 13.9. **Required Notices.** Partner is required to promptly provide written notice to Intuit of any regulatory or enforcement actions taken against Partner, to the extent permitted by Applicable Law. Such notice must include a specific description of the action, the potential impact on Intuit, and any corrective actions Partner plans to undertake. Intuit is not obligated to provide similar notices to Partner.
- 13.10. **Force Majeure.** Intuit is excused from delays or failures in performing its obligations under this Agreement to the extent such delays or failures are caused by occurrences beyond Intuit's reasonable control, including but not limited to, acts of God, earthquakes, fires, floods, hurricanes, tornados, labor strikes, riots, embargos, civil unrest, government sanctions, war, armed conflict, acts of any military, civil or regulatory authority, acts of terrorism, epidemics, pandemics, power outages, telecommunications outages, or internet failure ("Force Majeure Event"). In the case of a Force Majeure Event affecting Intuit, Intuit will provide Partner with reasonable notice of the occurrence and, if possible, an estimate of the expected time period for the delay or failure to perform. Intuit will use diligent efforts to mitigate the impact of the Force Majeure Event and resume its obligations as soon as reasonably practicable after the Force Majeure Event has abated. If Intuit's delay or failure continues for thirty (30) consecutive calendar days following notice, Intuit may, at its sole discretion, terminate this Agreement. Partner is not entitled to the same rights or remedies under this clause.
- 13.11. **Entire Agreement and Amendments.** This Agreement constitutes the complete understanding and entire agreement of the Parties, and supersedes all prior or contemporaneous agreements, discussions, negotiations, promises, proposals, representations, and understandings (whether written or oral) between the Parties regarding the subject matter herein and except as stated above regarding order of precedent in the event of a conflict or inconsistency. Partner acknowledges and agrees that it did not enter into this Agreement in reliance upon any agreement, promise, representation, or understanding made by or on behalf of the other Party that is not stated in this Agreement.

14. **DEFINITIONS.** In addition to any capitalized terms defined herein, the following capitalized terms have the meaning given below for the purposes of this Agreement.
- 14.1. "**Account**" means your profile to access a Portal or Program which may include information such as your username, password, authentication credentials, entity name, entity address, email address, payment information, Account permissions and roles, and your Program Enrollment.
- 14.2. "**Account Country**", means the country associated with your Account and is the country you provide as your domicile and billing address as part of Enrollment.
- 14.3. "**Addenda**" means an addendum, attachment, exhibit, guide or schedule, or any other legally binding document attached hereto.
- 14.4. "**Affiliate(s)**" means any corporation or other legal entity in which the ultimate parent of a Party directly or indirectly holds or exercises fifty percent (50%) or more ownership or control.
- 14.5. "**Aggregated and Anonymized Data**" means data that has been combined, compiled or merged from multiple sources and processed in a way that summarizes content, insights or metrics to remove personally identifiable data, as defined by Applicable Law, so that no data can be linked to, or associated with, any individual or household and so that no individual or household is identifiable.
- 14.6. "**Applicable Law**" means any and all applicable laws, statutes, ordinances, rules, regulations, regulatory guidance, and policies, as amended, including without limitation those governing data, data protection, data privacy, data security, consumer privacy, consumer protection and all those related to the Parties' performance of this Agreement.
- 14.7. "**Authorized Representative**" means any person or Personnel who has been granted express authority by a Party to act on behalf of said Party and to bind the Party to legal and contractual obligations.
- 14.8. "**Confidential Information**" shall have the meaning provided, herein.
- 14.9. "**Consent**" means the affirmative authorization provided by the User to engage with a Program, to utilize a Product or Service or participate in a Program, or to allow a Party to access, store or process the User's Personal Data and/or User Data, in compliance with and as required by Applicable Law.
- 14.10. "**Content**" means any content, promotional material or information relating to the Program, Products or Services of a Party that such Party may make available pursuant to the terms of a particular Program or may utilize under the terms of this Agreement.
- 14.11. "**Customer**" refers to any individual, organization, entity or User that engages in a transaction to purchase, use, subscribe to or benefit from Products, Services, or offerings provided by Intuit.
- 14.12. "**Effective Date**" means the calendar date which you electronically accept this Agreement or a Program Addenda.
- 14.13. "**Enrollment**" or "**Enroll**" means the process required by Intuit to create an Account, Portal or to access any Service or Program, and which may include, without limitation: (i) registration of your Account, (ii) collection of information about you, your entity, your privacy and security policies, and other information which Intuit may deem relevant and (iii) verification of the information provided by you.

14.14. **"Governing Laws and Governing Courts"** mean the governing laws and courts applicable to this Agreement which are specified in the Intuit Contracting Party and Governing Law table, and which are based on your Account Country.

14.15. **"Intellectual Property"** means all intellectual property and intellectual property rights, including patent rights, copyrights, moral rights, common law rights, trademark rights, trade name rights, service mark rights, trade dress rights, trade secret rights, proprietary rights, privacy rights, and publicity rights, whether or not those rights have been filed or registered under any statute or are protected or protectable under Applicable Law. For clarity, the Parties shall not jointly develop any Intellectual Property under this Agreement except as specifically provided for in a Program Addenda.

14.16. **"Intuit Contracting Party"** means the party identified the table provided herein titled, Intuit Contracting Party and Governing Law, which, and is based on your Account Country. If you change your Account Country to one that is identified with a different Intuit Contracting Party, you agree that the Intuit Contracting Party identified with your new Account Country is your Intuit Contracting Party, without any further action required by either Party.

Intuit Contracting Party and Governing Law

Account Country	Intuit Contracting Party	Address	Governing Law	Governing Court
Australia	Intuit Australia Pty Limited	34/1 O'Connell StreetNSW 2000, Australia	New South Wales, Australia	The courts of New South Wales
Canada (excluding Quebec)	Intuit ULC	Canada 8 Spadina Ave. Suite 1600, Toronto, Ontario, M5V 0S8,Canada	The laws of the Province of Ontario, Canada and federal laws of Canada applicable therein	The provincial or federal courts located in Toronto, Ontario, Canada

United Kingdom	Intuit Limited	5th Floor Cardinal Place, 80 Victoria Street, London, SW1 E 5JL United Kingdom	England and Wales	The courts of England and Wales
United States and rest of world	Intuit Inc.	Registered Agent: Corporation Service Company (CSC) Little Falls Drive, Wilmington, DE 19808, United States	California	State of California and the Federal Arbitration Act, without regard to conflict of laws principles.

- 14.17. "**Intuit Policy**" or "**Intuit Policies**" means the terms of use, guidelines, terms, rules and documentation related to Intuit and Intuit's Products, Services, Programs and the like, which may be modified from time to time by Intuit at our sole discretion, including, but not limited to, Intuit's Global Privacy Statement, Intuit's Trademark Policy and Intuit documentation.
- 14.18. "**Marks**" means the trademarks, trade names, logos, service marks, domain names and Uniform Resource Locators ("URLs").
- 14.19. "**Partner**" means (i) a company or other legal entity, or (ii) an individual acting on their own behalf, who has agreed to this Agreement.
- 14.20. "**Personal Data**" means any data including, but not limited to, "personal data," "personal information," "personally identifiable information," or similar terms as defined and governed by Applicable Law.
- 14.21. "**Personnel**" means a Party's or a Party's Affiliate's directors, officers, employees, agents, auditors, consultants, subcontractors, service providers, and contractors. For clarity, the Personnel of one Party does not include any Personnel of the other Party or any third parties claiming through the other Party.
- 14.22. "**Portal**" or "**Intuit Portal**" means a secure, password-protected entry point provided by Intuit that allows Partners to access resources, information, tools, and support necessary for managing partnership activities and to use Intuit's Products and Services and to participate in a Program.
- 14.23. "**Products**" means those products, platforms or Services which Intuit makes commercially available, and if applicable, as further designated and described in any Program Addenda.

- 14.24. "**Program**" refers to a structured offering provided by Intuit, made accessible through a designated Portal. It is designed to deliver benefits, services, features, and opportunities to eligible Partners. Participation in the Program may be subject to specific eligibility criteria and associated fees.
- 14.25. "**Program Addenda**" or "**Program Guide**" refers to the supplementary terms, conditions, guidelines, guides and details specific to a particular Program. These may include: (a) eligibility requirements and obligations for participants; (b) associated fees, discounts, and payment terms; and (c) any additional provisions related to the Program's activities and requirements.
- 14.26. "**Property**" means, refers to any tangible or intangible asset, item, or resource, including Intellectual Property, that is legally owned by an individual, group, organization, or entity.
- 14.27. "**Security Incident**" means (i) any event that compromises, or is reasonably likely to compromise, the confidentiality, availability and/or integrity of any hardware, software, network (including any "cloud" network), telecommunications, or information technology systems used by you, any of your service providers or any third party including unauthorized or suspicious intrusion, virus, bug, worm or any other similar act into such systems that relate to access to the Products, Services, Portal or Program, or any service which you provide to Customers or Users; (ii) the actual or suspected leak, theft, loss, or unauthorized disclosure, acquisition, access to, alteration, modification, ransomware, attack, corruption or misuse of any User Data accessed through the Products, Services or Program, by you or your service providers; (iii) an event characterized by Applicable Data Protection Laws as a "security incident," "security breach," or "personal data breach" or any other similar terms designated to it. For clarity, the definition of Security Incident is not intended to include inconsequential incidents that occur on a daily basis, such as scans, pings, or other unsuccessful attempts to penetrate computer networks or servers.
- 14.28. "**Services**" means the Intuit Products, platforms, and software-based functionalities, features, or tools that Intuit makes commercially available to its Customers or Users.
- 14.29. "**Territory**" means the countries or territories where the Partner is authorized and eligible to participate in certain Programs as identified in a Portal, a Partner's Account, or a Program Addenda.
- 14.30. "**User**" an individual or entity who uses or subscribes to the Intuit Product, Service or platform who is commonly referred to as "consumer", "customer", "end-user" or "user" who authorizes the collection of their data and who may use Partner's products and services.
- 14.31. "**User Data**" means any data that relates to or identifies a User, and which may include "Personal Data" as defined by this Agreement and by Applicable Law.

INTUIT PRODUCT REFERRALS PROGRAM ADDENDUM

This Intuit Product Referrals Program Addendum ("Referrals Addendum" or "Addendum"), effective as of the date you electronically accept these terms ("Addendum Effective Date"), supplements and is governed by the Intuit Partner Program Terms ("Agreement") entered into between Intuit and you. All terms used but not defined in this Addendum or the Referrals Program Guide shall have the meanings set forth in the Agreement. The terms of the Agreement are expressly incorporated herein by reference. In the event of any conflict or inconsistency between the terms of the Agreement and the Referrals Program Addenda, shall govern solely with respect to the conflict or inconsistency.

1.0 Program Description. The Intuit Product Referrals program ("Referrals Program") described in this Referrals Addendum is designed to empower Partners to promote Eligible Products as specified in the Referrals Program Guide. As part of this Referrals Program, Partners may be eligible to receive Program Incentives as described in the Referrals Program Guide. Eligibility to receive Program Incentives is as defined in the Referrals Program Guide.

2.0 Qualifying Transaction. A Qualifying Transaction is a Customer's purchase or subscription to an Eligible Product that remains active and paid for the required duration, and other eligibility criteria determined by Intuit at its sole discretion and as defined in the Referrals Program Guide ("Qualifying Transaction"). A single Customer may purchase multiple subscriptions, but each subscription must meet the Referrals Program requirements to be considered a Qualifying Transaction.

3.0 Referral Link. A referral link is a unique URL generated by Intuit for the Partner through the Intuit Portal or Intuit Developer Portal. It directs Customers to the Eligible Product landing pages and is integral for tracking referrals, ensuring Partners earn Program Incentives. Partners must use the referral link exactly as provided to ensure accurate tracking and processing.

4.0 Referral Attribution. Referral attribution occurs when a Customer clicks the unique Intuit-created Partner referral link, triggering a browser cookie to track the interaction. If the Customer completes a Qualifying Transaction, last-touch attribution is used to identify which Partner earns the Program Incentive. In cases where a Customer clicks multiple referral links, the Program Incentive is attributed to the Partner associated with the most recent link clicked prior to the Qualifying Transaction.

5.0 Program Incentives. Program Incentives refer to financial rewards, including bounties, commissions, sweeteners, or other forms of compensation offered to Partners for a Qualifying Transaction, subject to the rules and criteria in the Referrals Program Guide ("Program Incentives"). Partners can view and track their earned Program Incentives in the Portal and will receive a Referrals Payout for the earned Program Incentives as outlined in the Referrals Program Guide.

6.0 Referral Payout. The ("Referral Payout") refers to the aggregated dollar value (e.g. USD) of Program Incentives earned by a Partner through Qualifying Transactions, which is disbursed directly to the payment method configured in the Partner's Account. Referral Payouts are issued either monthly or at the frequency specified in the Referrals Program Guide and are subject to the verification and redemption conditions outlined in the guide. Intuit reserves sole discretion to determine a Partner's eligible Referral Payout.

7.0 Eligible Products. Eligible Products refer to the Intuit Product(s) and/or Service(s) SKUs explicitly identified in the Referrals Program Guide ("Eligible Products"). They are a key component of a Qualifying Transaction, as transactions must involve Eligible Products to qualify for Program Incentives. Any territory or product not listed as a Territory or Eligible Product in the Referrals Program Guide is excluded from the Referrals Program.

8.0 Customer Discounts. Customers may be eligible for a reduction in the price of an Intuit Product or Service, provided as an incentive or promotional benefit. These promotional discounts are available for the duration

and under the terms specified in the Referrals Program Guide, and are activated when an eligible Customer uses the Partner's unique referral link and completes a Qualifying Transaction ("Customer Discount").

9.0 Referral Eligibility and Limitations. Details of eligibility criteria, requirements, and processes are outlined in the Referrals Program Guide. Free trials do not qualify for Program Incentives. Partners cannot earn Program Incentives by purchasing Eligible Products using their own referral link. Intuit reserves the right, in its sole discretion, to exclude a Partner from the Referrals Program at any time. Partners are expected to adhere to both the letter and the spirit of the requirements outlined in the Agreement, this Referrals Addendum, and the Referrals Program Guide, and any actions that violate these expectations may result in exclusion from the Referrals Program.

10.0 Program Addendum Term and Termination. The Referrals Program Addendum commences on the Referrals Addendum Effective Date and remains in effect until termination ("Term").

10.1 Termination by Either Party. Either Party may terminate the Referrals Program Addendum in the same manner and under the same terms as provided for terminating the Agreement.

10.2 Effect of Termination of Agreement. If the main Agreement is terminated, the Referrals Program Addendum and the Partner's participation in the associated Referrals Program will automatically terminate as well.

10.3 Partner Withdrawal from the Program. If a Partner wishes to withdraw from the Referrals Program, they may do so by ceasing use of the referral link, removing the referral link from Partner's web materials or other Customer-facing channels, and providing written notice to Intuit using the contact information outlined in the Support section of the Referrals Program Guide.

DATA PRIVACY ADDENDUM
CONTROLLER-TO-CONTROLLER TRANSFERS

This Data Privacy Addendum, Controller-to-Controller Transfers ("**Privacy Addendum**" or "**DPA**"), entered into as of the last date of signature by the Parties below (the "**DPA Effective Date**"), is by and between Intuit Inc., 2700 Coast Avenue, Mountain View, CA 94043 ("**Intuit**"), and [Partner's Name] ("**Partner**"), and amends and is incorporated by reference thereto the Master Partnership Agreement, (the "**Agreement**"), and governs the manner in which Intuit (or its affiliates' and/or subsidiaries') corporate and customer-related information shall be Processed by Partner, in Partner's capacity as a Controller, under Applicable Data Protection Law(s) (defined below), whereby Partner determines the Purpose (defined below) for which such information shall be Processed. The Parties' respective data protection obligations under the Applicable Data Protection Law(s) and its implementing regulations with respect to such Personal Data are described below. If language in this Privacy Addendum conflicts with the Agreement or any of its Addenda, or any other agreement, Terms of Service, End User License Agreement, or other terms or conditions governing the use of Partner's Products and/or Services, then this Privacy Addendum shall control as to the subject matter herein.

1. **Definitions and Integration.** Except as otherwise provided in this Privacy Addendum, defined terms in this Privacy Addendum have the meanings specified in Schedule A, attached hereto. All terms and conditions of the Agreement remain in full force and effect, except to the extent the Agreement is expressly modified by this Privacy Addendum.
2. **Purpose of the Privacy Addendum.** The Parties may share certain Personal Data belonging to a User ("Shared Personal Data") with each other, subject to the terms of the Agreement and this Privacy Addendum. The purpose of this Privacy Addendum is to document each Party's respective obligations with respect to the Processing of Shared Personal Data.
3. **Personal Data Acknowledgement.** To the fullest extent permitted by Applicable Data Protection Law(s), Intuit and Partner are independent Controllers and not joint Controllers of the Shared Personal Data and, as such, independently determine the Purposes (defined below) and the means of the Processing of that Shared Personal Data. Neither Party is required to retain authorization or instruction from the other Party with regard to the Processing of the Shared Personal Data that it controls.
4. **Compliance.** Each Party shall be solely responsible for its compliance with Applicable Data Protection Law(s) in the Processing, sharing, and transfer of the Shared Personal Data, including but not limited to (i) ensuring that the Shared Personal Data is fairly and lawfully Processed, on the basis of one or more legal grounds found in Applicable Data Protection Law(s), (ii) the exercise of individual rights by Users (defined below), and (iii) matters relating to requests from and other interactions with a supervisory authority.
5. **Tax Return Information.** This Section applies solely to the extent Partner Processes "tax return information" (as defined by and subject to the U.S. Internal Revenue Service ("IRS") rules and regulations including rules and regulations issued under the U.S. Internal Revenue Code Section ("IRC") 7216 and applicable under IRC Section 6713). Partner understands that tax return information is subject to IRS rules and regulations (including IRC sections 6713 and 7216) governing its use and disclosure. Partner further understands that the penalties for unauthorized disclosure or use of such tax return information can result in criminal prosecution, imprisonment and the assessment of monetary fines. Therefore, where applicable, Partner shall treat such tax return information only in accordance with Applicable Law (as defined in the Agreement), the IRC and, specifically as authorized by this Privacy Addendum, the Agreement, or any applicable Statement of Work. Partner hereby represents and warrants that it has notified, in writing, any of its Personnel who may have access to such tax return information of the applicability of the requirements and

penalties imposed by the IRC sections 6713 and 7216. Each Party shall ensure that all tax return information obtained in connection with this Agreement remains protected as tax return information and remains within the United States, including any tax return information that may be stored in cloud-based databases and storage locations.

6. **Security Measures.** Each Party represents and warrants that it has implemented technical and organizational measures to ensure that the level of security used to protect the Shared Personal Data in such Party's possession or control is appropriate, taking into account the risk, nature, scope, context and Purposes of Processing. These measures must include an information security program that is aligned with a standard industry security framework (e.g., NIST800-53, ISO27002, PCI-DSS, etc.) and protects Confidential Information, which includes Personal Data or Shared Personal Data, in transit and storage, using industry accepted access and encryption controls.

7. **Assessments and Testing.** For the purpose of verifying compliance with Applicable Data Protection Law(s) and this Privacy Addendum, and upon reasonable notice with minimal disruption to business, each Party (the "Verifying Party") may assess the other Party's (the "Assessed Party") technical controls and organizational measures through a questionnaire-based assessment, which may be performed no more than once per year. Notwithstanding the foregoing, the Assessed Party may satisfy the foregoing obligation by providing a SOC2, SIG, or PCI Attestation if the scope and coverage of the attestation is appropriate for the Products and/or Services provided, as determined by the Verifying Party in its reasonable discretion. Each Party agrees to remediate any security issues or risks identified during the assessment and inform the other Party of actions taken. Each Party agrees that its Processors shall also conform to this Section 7 and shall implement sufficient assessments, testing, and technological and administrative safeguards to ensure that all Products and/or Services and data Processing complies with Applicable Data Protection Law(s), the Agreement, and this Privacy Addendum.

8. **Data Subject Authorization.** Each Party shall (i) ensure that, pursuant to Applicable Data Protection Law(s), it is permitted to transfer the Shared Personal Data to the other Party for the purposes for which it was transferred pursuant to the Agreement (the "Purposes"); and (ii) where required, obtain express written consent from the Users to the Processing of their Personal Data by or on behalf of each party for the Purposes. If applicable, such agreements and/or consents shall permit the transfer of Personal Data for the Purposes outside the applicable jurisdiction as it applies under the Applicable Data Protection Law(s).

9. **Privacy Notices.** Each Party shall maintain clear privacy notices with sufficient information for the Users to understand which of their Personal Data will be Processed and shared by such party, the circumstances in which the Personal Data will be Processed and shared by such Party, the Purposes for such Processing and sharing, and either the identity of or a description of the type of organization that will receive the Personal Data shared by such Party.

10. **Personal Data Inquiries and Requests.** Where applicable, each Party agrees to provide reasonable assistance, without undue delay, to the other Party in responding to requests brought by third parties under the Applicable Data Protection Laws (including but not limited to requests regarding an individual's Personal Data).

11. **Security Incidents.** Each Party (the "Notifying Party") shall provide the other Party prompt written notice, without undue delay, and in any case no longer than twenty-four (24) hours of such Notifying Party knowing or suspecting that a Security Incident has occurred with respect to the Shared Personal Data. If a Security Incident affects both Parties, the Parties agree to coordinate any communications or notifications that are sent to Users regarding such Security Incident. Each Party shall provide regular updates to the other Party

on the status of the Security Incident. If Partner experiences a Security Incident which, in Intuit's reasonable discretion based upon the nature and extent of the Security Incident, is a breach of the Agreement or any Addenda thereto, or this Privacy Addendum, and is not susceptible to cure, Intuit may terminate the Agreement immediately upon notice to Partner. Without limiting any indemnification obligations set forth in the Agreement or herein, Partner agrees to indemnify, hold harmless and reimburse Intuit for any and all compensation, damages, losses, fees, or costs (whether direct, indirect, special, or consequential) incurred as a result of Partner's breach of this Privacy Addendum, provided that: (i) Intuit promptly notifies Partner of a claim; (ii) Intuit provides reasonable cooperation and assistance to Partner in defense of such claim, at Partner's expense; and (iii) Partner shall not settle any claim without Intuit's approval, which may not be unreasonably withheld.

12. **Disputes or Claims.** In the event of a dispute or claim brought by a User or any regulatory authority concerning the Processing of Shared Personal Data against either or both Parties, the Parties will inform each other about any such disputes or claims, and will cooperate in resolving them within a reasonable time.

13. **Remediation.** To the extent permitted under Applicable Data Protection Law(s), neither Party shall be liable (whether jointly or severally) for any compensation, damages, losses, fees, or costs resulting from the other Party's Processing of the Shared Personal Data. Partner agrees to indemnify and reimburse Intuit for all damages, losses, fees or costs (whether direct, indirect, special or consequential) incurred because of a Security Incident if the Security Incident arises from (i) Partner's own negligence or omission or (ii) Partner's breach of the Agreement, this Privacy Addendum, or any Statement of Work. Additionally, to the extent that a Security Incident gives rise to a need, in Intuit's sole judgment to: (A) provide notification to public and/or regulatory authorities, individuals, or other persons, or (B) undertake other remedial measures (including, without limitation, notice, credit monitoring services and the establishment of a call center to respond to inquiries - collectively, "Remedial Action"), at Intuit's request and direction, and at Partner's cost, Partner agrees to undertake such Remedial Action. Intuit shall have sole discretion to control and direct the timing, content, and manner of any notices, including but not limited to, communication with Intuit customers and/or employees, regarding the same.

14. **Contact Information.** Partner's designated business contact will either act as a point of contact for Partner as its privacy and security coordinator or promptly assist with designating an appropriate contact who will: (i) maintain responsibility for applying adequate protections to Intuit Confidential Information, including the development, implementation, and maintenance of its Information Security Program, (ii) oversee application of Partner's compliance with Applicable Data Protection Law(s) and this Privacy Addendum, and (iii) serve as a point of contact for internal communications and communications with Intuit pertaining to this Privacy Addendum, and compliance with or any breaches of Applicable Data Protection Law(s).

In addition, both Intuit and Partner agree to designate a point of contact for critical Security Incident(s) (a "Security POC") and provide contact information for such Security POC. Both Parties agree that either the Security POC or appointed alternate will be available 24 hours per day, 365 days per year, without limitation. The Security POC for each Party is designated below:

Security Incident Points-of-Contact		
Contact:	Intuit Security POC	Partner Security POC
Name:	Intuit Operations Center (IOC)	Contact Specified in Account
Email:	cybersoc@intuit.com	Contact Specified in Account
Phone:	1-800-595-3006 (Ask for security on-call person)	Contact Specified in Account, if applicable

SCHEDULE A
DEFINITIONS

1. **"Applicable Data Protection Law(s)"** means any applicable law, ordinance, statute, regulation, or other binding restriction to which the Personal Data and Confidential Information are subject.
2. **"Confidential Information"** shall have the same meaning as given in the Agreement.
3. **"Controller"** means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the Purposes and means of the Processing of personal data.
4. **"User"** means a customer or consumer, and who is the identified or identifiable natural person to which the Personal Data relates. User shall also have the same meaning as a Data Subject under Applicable Data Protection Law(s).
5. **"Personal Data"** means all information and data provided to the Partner including information and data pertaining to Intuit's current, former, or potential customers, employees, contractors, vendors or other agents, any manipulation of that data, and any data or information Partner collects, generates, or otherwise obtains in connection with the provision of Products and/or Services under the Agreement. For clarity, to the extent Intuit Personal Data contains Personal Data as defined herein, the terms related to Personal Data will also apply.
6. **"Process," "Processes," "Processing,"** and **"Processed"** means any operation or set of operations which is performed on data or sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction.

7. **"Products"** shall have the same meaning as given in the Agreement.
8. **"Security Incident"** has the same meaning assigned by Applicable Data Protection Law(s) to the terms "security incident," "security breach" or "personal data breach", and includes, at a minimum, any situation where a party knows of a successful or suspected unauthorized access, use, or disclosure of Information provided to Partner by Intuit.
9. **"Services"** shall have the same meaning as given in the Agreement.

Intuit C-C Short Form PSE Addendum May 23, 2022