

MINDING MY BOOKS PARTNER PROGRAM AGREEMENT

This Minding My Books Partner Program Agreement (the "Agreement") sets forth the terms and conditions of the Minding My Books Partner Program (the "MMB Program") of Northern Michigan Accounting, LLC dba: Minding My Books, for itself and on behalf of its Affiliates (as defined below) (collectively, "MMB"). The Agreement includes the Terms and Conditions attached hereto as Exhibit A.

BY CLICKING ON THE "ACCEPT" BUTTON AT THE END OF THE PARTNER APPLICATION FORM, OR BY ACCEPTING VIA SOME OTHER MEANS PROVIDED BY MMB, YOU (IF YOU ARE ACTING ON BEHALF OF YOURSELF AS AN INDIVIDUAL) OR YOUR COMPANY (IF YOU ARE ACTING ON BEHALF OF YOUR COMPANY) ("YOU," "MINDING MY BOOKS PARTNER," "MMB PARTNER," OR "AFFILIATE" AGREE(S) TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOUR PARTICIPATION IN THE MMB PROGRAM MAY BE AT ANY ONE OF THE LEVELS DESCRIBED IN THE MEMBER GUIDE MADE AVAILABLE TO YOU BY MMB AS MORE FULLY DESCRIBED BELOW ("MEMBER GUIDE") WITH THE FOLLOWING TERMS AS APPLICABLE. PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE ACCEPTING ITS TERMS.

Recitals

- A. Intuit Inc. is a leading provider of business, retail and financial management software and service solutions for small and mid-sized businesses, consumers and accounting professionals.
- B. Northern Michigan Accounting, LLC "MMB" is a QuickBooks Solutions Provider with Intuit, Inc. MMB receives referrals from Intuit and has rights to market, resell licenses for, and distribute Intuit software and related implementation services and products to potential customers in the United States.

EXHIBIT A

NORTHERN MICHIGAN ACCOUNTING, LLC, (MMB)

MINDING MY BOOKS PARTNER PROGRAM TERMS AND CONDITIONS

1. **PROGRAM DESCRIPTION.** An overview and description of the Minding My Books Partner Program (“MMB Program”) is set forth in a member guide (“Member Guide”) which is made available by Northern Michigan Accounting, LLC (“MMB”) to the Minding My Books Partner (“Affiliate”). The MMB Program is governed by the Terms and Conditions set forth below.

2. LICENSE GRANT; DISTRIBUTION OF PRODUCTS.

2.1 MMB Program Participation; License to Distribute Software; Right to Sell Licenses to Desktop Products. Intuit grants MMB a non-exclusive, non-transferable right and license to obtain and distribute Intuit Products, licenses, and accompanying authorized media (if any) to customers in the United States (unless such other territory is authorized by Intuit in writing), only in accordance with the terms and conditions of the Agreement, these Terms and Conditions, including without limitation, the Member Guide and applicable end user license agreements (“EULAs”) for the Intuit Products. As used herein, the term “Intuit Product(s)” means (i) the Intuit software and licenses specified by Intuit from time to time and all associated documentation including, but not limited to, the EULA(s) applicable to such desktop software (which EULA(s) are hereby incorporated into this Agreement by reference) (collectively the “Documentation”); or (ii) additional Intuit branded physical or tangible products which are made available to MMB under the Agreement. Notwithstanding anything to the contrary contained herein, MMB agrees that the distribution of those Intuit Products consisting of desktop software shall be by license only, and shall not include any right of sale, resale, ownership, or any related right. Distribution of physical or tangible products shall be by resale, including the right of ownership. Distribution of any media (if any) containing Intuit software shall not include any right of sale, resale, or ownership of the Intuit software contained thereon. Under no circumstances may MMB, Affiliate, or end users acquire any ownership rights in Intuit Products.

2.2 Restrictions on Use. Affiliate agrees: (i) not to create or attempt to create by reverse engineering, disassembly, decompilation, or otherwise, the source code, internal structure, file formats or other organization of the Intuit Products, or any part thereof, from any object code or information that may be made available to it, or aid, abet or permit others to do so; (ii) not to remove any Intuit Product identification or notices of any proprietary or copyright restrictions from the Intuit Product or any support material; (iii) except for authorized archival or back-up copies for its own use, not to copy the Intuit Product, develop any derivative works thereof or include any portion of the Intuit Product in any other software program; (iv) not to provide use of the Intuit Product in a computer time-sharing, online service, software-as-a-service, application service provider, online hosting or other similar business, rental or commercial timesharing arrangement; and (v) to distribute, transfer, install and implement all Intuit Products to properly licensed end user customers only (and not to intermediaries that intend to transfer the Intuit Products to third parties) all with, and in compliance with, the Documentation. For the avoidance of doubt, Affiliate understands and agrees that the distribution license Intuit provides hereunder authorizes Affiliate to offer Intuit Products to end user customers only, upon payment of appropriate end-user license fees, and not to intermediaries (e.g. other “resellers”).

2.3 Modification. At any time and in MMB's sole discretion, MMB may modify any of the terms and conditions contained in this Agreement and the Member Guide, by posting a revised or new agreement or Member Guide. If any modification is unacceptable to Affiliate, Affiliate's only recourse is to terminate this Agreement. Affiliate's continued participation in the MMB Program following MMB's posting of a revised or new agreement or Member Guide will constitute binding acceptance of the modification.

2.4 No Federal Government Sales. Affiliate is not authorized to market, quote, sell, license, lease, resell, distribute, or give any Intuit Product to a U.S. federal government agency, office, or other federal

government entity, or to a state or local government entity which is using federal funds for the purchase and to which purchase federal contractual obligations apply.

3. PRICING.

3.1 Prices. Intuit will supply Intuit Products to MMB at the then-current Product Pricing, as referenced in the online portal website, or which may be provided by other means, depending on your level of participation in the MMB Program. Intuit is free to unilaterally determine the prices at which it offers Intuit Products to its end user customers unless otherwise agreed between Intuit in writing.

3.2 Taxes. All prices hereunder are exclusive of taxes.

Affiliate shall pay all applicable taxes. A resale certificate is required to exempt a sale from any such taxes. During the term of the Agreement, if requested by Intuit, Affiliate shall furnish MMB with Affiliate's current, valid resale certificate, and any updates thereto, prior to ordering. Affiliate shall indemnify, reimburse and hold Intuit & MMB harmless from any and all expenses or costs incurred by Intuit or MMB in the event Affiliate provides no such certificate or if the information set forth by Affiliate on such certificate is incorrect or invalid.

4. ORDERS AND DELIVERY.

4.1 Delivery and Freight. Intuit shall determine the method of Intuit Product delivery in its sole discretion. Software may be delivered by disc or tangible media, distributed through electronic means, or made accessible from the Web. Intuit shall make reasonable efforts to deliver Intuit Products to Affiliate within ten (10) days of the date of Affiliate's order. Physical Products shall be shipped F.O.B. Intuit. MMB shall have no liability to Affiliate or any third party for any damages, be they direct, consequential, special or otherwise, for failure to deliver the Intuit Products or for any delay in such delivery.

4.2 Title, Risk of Loss or Damage. For the purposes of risk of loss and damage only, Affiliate takes title and assumes all risk of loss or damage to physical Products, any storage media, and packaging containing physical Products and un-activated licenses, upon delivery to a common carrier of Intuit's choice. A third party shipper's data (in electronic or other format) showing successful delivery of Intuit Products to Affiliate shall constitute conclusive evidence of delivery. In the absence of such proof of delivery from shipper, the bill of lading from any Intuit warehouse shall constitute conclusive evidence of the delivery to carrier. Affiliate shall be responsible for insurance costs and for filing lost or damaged shipment claims. In the case of Intuit software that is delivered electronically or made accessible from the Web, title and risk of damages shall pass to Affiliate immediately when Intuit posts, sends, or makes such Intuit software available online.

5. PAYMENT TERMS.

5.1 Product Payments. Payment to Intuit shall be made in U.S. dollars by credit card or electronic check only. The total amount due will be invoiced upon shipment of the Intuit Product. Immediate

payment via credit card or electronic check is payable upon order with shipment pending receipt of such payment. Affiliate agrees that no deductions of any kind may be made unless approved in writing by an authorized representative of Intuit.

5.2 Non-Product Payments. Any amount owed by Affiliate to Intuit under this Agreement other than as set forth in Section 5.1 shall be made in U.S. dollars and payable immediately upon receipt of invoice.

6.0 PRODUCT RETURNS.

6.2 Return Obligation. Affiliate agrees to accept the return of any Intuit Product from an end user due to the end user's failure to agree to the terms of the EULA accompanying such Product or pursuant to any Intuit Product Satisfaction Guarantee, as described in such EULA or elsewhere. AFFILIATE may, at AFFILIATE's sole cost and expense, return current version license and media (if any) of such Products to Intuit or to Intuit's designated agent for credit, provided AFFILIATE is in full compliance with this Agreement and has obtained from Intuit a valid return material authorization ("RMA"). All returns must comply with the terms of the RMA. All Products returned to Intuit without a valid RMA shall be returned to AFFILIATE at AFFILIATE's sole liability and expense. Subject to the foregoing, Intuit will issue credit to AFFILIATE for the return of (i) "Sealed Box" Product where Sealed Box Product means Product returned in its original packaging, unopened and in undamaged and unused condition; or (ii) "Open Box" Product where Open Box Product means Product returned due to a defect or the failure of an end user to accept the EULA accompanying the Product; or (iii) discontinued Product returned to Intuit no later than ninety (90) days following the "Effective Date of Discontinuation." AFFILIATE agrees to ensure, to the best of its ability, that such end user has ceased all use of the Intuit Product and uninstalled the Intuit Product from all devices, all in accordance with the Product's EULA. The Effective Date of Discontinuation of a Product shall mean the date of either: a) the release of a new version of an existing Product; or b) notice by Intuit of a discontinuation of a Product. Intuit reserves the right to modify its return policies upon reasonable prior notice.

6.2 Reimbursement. In the event Intuit handles the return of any Intuit Product, AFFILIATE shall reimburse Intuit for the difference between the amount the AFFILIATE paid to Intuit for the Intuit Product and what Intuit refunds to the end user for the returned Product.

7.0 DISPUTES.

All disputes with regard to (i) invoices or (ii) the proper application of credits hereunder, shall be raised within sixty (60) days from the date on which the event giving rise to such dispute is alleged to have occurred. Any disputes with regard to the shipment or receipt of Intuit Products shall be raised within thirty (30) days from the date on which the event giving rise to the dispute is alleged to have occurred. Any dispute not raised within the stated time periods shall be deemed to be waived, notwithstanding any different or contrary period of time set forth in the substantive law or statute(s) of limitation that would otherwise apply to such a transaction.

8. LICENSING AND RESALE CRITERIA; RESALE CERTIFICATE; CONDUCT OF BUSINESS; RIGHT TO INSPECT; IDEA SUBMISSIONS; AUTHORIZATION.

8.1 Criteria for Intuit Software Licensing and Resale of Desktop or Tangible Products. AFFILIATE agrees that when licensing Intuit software or reselling accompanying media or other tangible products, it shall comply with the following terms and conditions:

8.1.1 Installation within fifteen (15) Days. AFFILIATE agrees and shall ensure that all Intuit software under the AFFILIATE Program is installed at an end user site within thirty (30) days from the date that it is delivered to AFFILIATE by disc or tangible media, distributed through electronic means, or made accessible from the Web. If customer is unable to accommodate product installation within fifteen (15) days, AFFILIATE must notify customer that the start date for any Intuit support or professional services plan begins on the software order date.

8.1.2 Registration within sixty (60) Days. AFFILIATE agrees and shall ensure that all product software provided by AFFILIATE is registered with Intuit within sixty (60) days from the date AFFILIATE places the product order with Intuit.

8.1.3 Tracking. Upon request by Intuit, AFFILIATE shall provide Intuit with a copy of the dated receipt for each of AFFILIATE distributions of Intuit Products to customers itemizing and specifying the price at which Intuit the Products were licensed or distributed.

8.2 Resale Certificate. In compliance with sales and use tax laws, AFFILIATE shall provide Intuit with a signed resale certificate with (i) AFFILIATE's State Sales Tax Permit Number to certify that all Product has been acquired for resale of licenses to end users and (ii) AFFILIATE ship-to address.

8.3 Conduct of Business. AFFILIATE agrees:

8.3.1 To conduct business and provide services in a manner which reflects favorably at all times on the products, services, goodwill and reputation of Intuit;

8.3.2 To conduct business and provide services in full compliance with all applicable laws and regulations;

8.3.3 To conduct business and provide services in full compliance with all agreements you may have with Intuit, including but not limited to the related Product license agreement(s);

8.3.4 Not engage in deceptive, misleading or unethical practices

8.3.5 Not to make any statements, representations, warranties, or guarantees that are inconsistent with this Agreement, the Member Guide or the policies established by Intuit;

8.3.6 To provide support and services of the highest quality and integrity; and

8.3.7 To use best efforts to resolve any complaints or disputes with end users regarding AFFILIATE's services under the AFFILIATE Program in a fair and timely manner. AFFILIATE agrees not to use or display any materials or content on AFFILIATE's Website(s) in a manner that is defamatory, misleading, libelous, obscene or otherwise potentially damaging to the reputation of Intuit or the goodwill associated with Intuit.

8.4 Right to Inspect. Intuit shall have the right to inspect AFFILIATE's records related to the provision of support and services under this Agreement, AFFILIATE's business premises, and all AFFILIATE Program-related material in order to ensure AFFILIATE's full compliance with the terms and conditions of this Agreement. Upon reasonable notice from Intuit AFFILIATE shall cooperate fully and shall provide Intuit prompt access to all requested materials and to AFFILIATE's business premises in order to allow Intuit to exercise its right to inspect. Upon request by Intuit, QuickBooks Solutions Provider shall provide governmentally issued identification and/or business registration information, as applicable, for QuickBooks Solutions provider and any of its Affiliates, agents, subcontractors, and employees involved in the performance of this Agreement.

8.5 Idea Submissions. By submitting ideas, suggestions, proposed business plans or any other material to MMB regarding the Intuit Products or any related processes, services, plans, documentation or other MMB owned materials, AFFILIATE agrees that MMB will treat such submissions as non-confidential, that MMB can use such submissions and any or all of the information contained therein without compensation to AFFILIATE or any other person or entity, and that MMB may have already developed, and is not restricted from developing, products, services or plans similar to or competitive with any described in such submissions from AFFILIATE.

8.6 Authorization. Affiliate hereby authorizes MMB and third parties authorized by MMB to disclose and/or publish information regarding MMB's name, address and other contact information, expertise profile, and business profile in printed and/or electronic forms in any medium.

9. TERM AND TERMINATION.

9.1 Term. Unless terminated earlier as provided herein, this Agreement shall have an initial term beginning upon the acceptance as indicated by click of the “ACCEPT” button or other MMB approved means (the “Effective Date”) and ending the July 31 immediately following. The Agreement shall be automatically renewed on August 1 of each year for successive one-year terms provided that AFFILIATE is in full compliance with the terms of the Agreement and provides to MMB all requested updates to the MMB Solution Provider documentation, as described in the Member Guide, that MMB requests.

9.2 Termination.

9.2.1 MMB may terminate this Agreement immediately and without further notice in the event that: (i) AFFILIATE fails to perform any of obligations under this Agreement or is otherwise in default hereunder and such failure or default remains unremedied for fifteen (15) days after written notice thereof; (ii) MMB, in its sole discretion, determines that AFFILIATE does not meet the AFFILIATE Program criteria for participants; or (iii) any conduct or proposed conduct of AFFILIATE exposes or threatens to expose MMB to any liability or obligation, including any obligation under federal, state or local law.

9.2.2 Either party may terminate this Agreement upon notification to the other party. Termination shall be effective upon thirty (30) days of notification by either party.

9.3 Effect of Termination. Upon expiration or termination of this Agreement, regardless of the reason therefor: (i) all privileges and benefits of the AFFILIATE Program will be immediately revoked; (ii) AFFILIATE shall immediately cease use of all Intuit trademarks, tradenames, copyrights and all AFFILIATE Program material, including Approved Materials and product box images (the “Intuit Images”), as those terms may be further defined in the Trademark Usage Guidelines and the Member Guide; (iii) AFFILIATE shall promptly return to Intuit, all Intuit confidential information or certify in writing that it has destroyed such information; (iv) all rights and licenses granted under this Agreement will immediately and automatically terminate; and (v) AFFILIATE will immediately discontinue representing that AFFILIATE is a AFFILIATE Program participant.

10. THIRD PARTY PRODUCTS AND SERVICES; INDEMNIFICATION; DISCLAIMERS; LIMITATIONS OF LIABILITY.

10.1 Third Party Products and Services. Certain products and services provided by third parties, and not by Intuit, are made available in connection with the marketing and distribution of the Intuit Products and this AFFILIATE Program (“Third Party Products and/or Services”). AFFILIATE is responsible for reviewing, understanding and complying with the terms and conditions governing any Third Party Products and/or Services, and AFFILIATE’s purchase and/or use of any Third Party Products and/or Services indicates acceptance of such terms and conditions. AFFILIATE agrees that MMB is not responsible for the performance of third parties in connection with the Third Party Products and/or Services, and to indemnify MMB for third party claims relating to AFFILIATE’s use thereof.

10.2 Indemnification of AFFILIATE. Intuit agrees that, if notified promptly in writing and given sole control of the defense and all related settlement negotiations, and if AFFILIATE provides full cooperation and assistance as requested by Intuit, it will indemnify, defend, save and hold harmless AFFILIATE against any third party claim solely to the extent based on an allegation that an Intuit Product in the form supplied hereunder infringes a U.S. copyright or trademark. Intuit agrees to pay any resulting costs, damages and attorney’s fees finally awarded by a court of competent jurisdiction with respect to any such claim. If the Intuit Products in AFFILIATE’s inventory become, or in Intuit’s opinion are likely to become, the subject of such a claim, AFFILIATE agrees to permit Intuit, at Intuit’s option and expense, to either (i) procure the right for AFFILIATE to continue marketing and selling such Intuit Products; (ii) replace or modify the Intuit Products so that they become non- infringing, or (iii) accept the return of the Intuit Products from AFFILIATE for the amount AFFILIATE paid for the Product licenses, less any discounts or credits previously given. Intuit shall not be liable to AFFILIATE for any claim arising from or based upon the combination, operation or use of any Intuit Product with equipment, data or programming not supplied by Intuit, or arising from any alteration or modification of the Intuit Products. Intuit shall have no indemnification

obligations to AFFILIATE beyond those stated in this Section 11.2.

10.3 Indemnification of MMB. AFFILIATE agrees that except as set forth immediately above, MMB shall have no liability to AFFILIATE or any of AFFILIATE's clients, and that AFFILIATE shall indemnify, defend, save and hold harmless MMB, its affiliates, employees and agents against any and all claims and liabilities (including reasonable attorney's fees and costs of litigation) arising out of or relating to AFFILIATE's performance under this Agreement or the provision of its professional services. In the event MMB seeks indemnification from AFFILIATE under this section 11.3, MMB will promptly notify AFFILIATE in writing of any claim or proceeding brought against it for which it seeks indemnification under this Agreement. MMB reserves the right, at its option, to assume full control of the defense of such claim or proceeding with legal counsel of its choice. If MMB so undertakes its own defense, any settlement of such claim or proceeding requiring payment from AFFILIATE shall be subject to AFFILIATE's prior written approval, which will not be unreasonably withheld. AFFILIATE agrees to reimburse MMB upon demand for any expenses reasonably incurred by MMB in defending such claim, including, without limitation, attorney's fees and costs, as well as any judgment or settlement of the claim or proceeding. In no event may AFFILIATE enter into any third party agreements which would in any manner whatsoever affect the rights of, or bind MMB in any manner without the prior written consent of MMB.

10.4 Disclaimers. Although under certain circumstances and with proof of purchase from the end user, AFFILIATE may return Intuit Products claimed to be defective, Intuit makes no representations or warranties of any kind with respect to the AFFILIATE Program and any Products, and the AFFILIATE Program and Products are provided to "as is." EXCEPT AS PROVIDED IN THE PRODUCT END USER LICENSE AGREEMENT(S) OR TERMS OF SERVICE, INTUIT HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE AFFILIATE PROGRAM, PRODUCTS OR SERVICES PROVIDED BY INTUIT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. INTUIT SHALL NOT BE LIABLE FOR ANY DAMAGE, LOSS, COST OR EXPENSE FOR BREACH OF ANY WARRANTY. The right to return defective Products, as previously described, shall constitute Intuit's sole liability and exclusive remedy in connection with any claim of any kind relating to the quality, condition or performance of any Product, whether such claim is based upon breach of contract, warranty or any statutory duty, negligence or other tort, principles of indemnity or contribution, the failure of any limited or exclusive remedy to achieve its essential purpose, or otherwise.

10.5 Limitations of Liability. TO THE FULLEST EXTENT ALLOWED BY LAW, MMB SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE AFFILIATE PROGRAM OR THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOSS OF USE, LOST DATA OR ANY DAMAGES OR SUMS PAID BY QUICKBOOKS SOLUTIONS PROVIDER TO THIRD PARTIES, EVEN IF MMB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER SUCH CLAIM IS BASED UPON BREACH OF CONTRACT, WARRANTY OR ANY STATUTORY DUTY, NEGLIGENCE OR OTHER TORT, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE. SINCE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL DAMAGES, THIS LIMITATION MAY NOT APPLY TO AUTHORIZED QUICKBOOKS SOLUTIONS PROVIDER. MMB'S TOTAL LIABILITY FOR ALL DAMAGES, ALLEGED DAMAGES, AND LOSSES HEREUNDER, (WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED THE LESSER OF AMOUNTS RECEIVED BY MMB UNDER THIS AGREEMENT OR FIVE THOUSAND (\$5,000) DOLLARS.

11. TRADEMARKS, TRADE NAMES AND COPYRIGHTS.

AFFILIATE will ensure that all advertising, marketing, promotional, Web and trade show materials conform to the requirements set forth in this Section 12 ("Trademark Usage Guidelines") so that customers (a) have a clear and accurate understanding as to the relationship between AFFILIATE and MMB and (b) receive clear and consistent marketing messages about MMB Products. By carefully following the requirements set forth below, AFFILIATE will properly use Intuit trademarks while promoting the

effectiveness of AFFILIATE selling efforts.

11.1 During the term of this Agreement, Intuit hereby grants to licensee the limited, non-exclusive, revocable right and license to display the trademarks and logos (the "Intuit Marks") and Intuit Images that Intuit supplies to AFFILIATE for the Intuit Products, solely for the purpose of, and in direct connection with, AFFILIATE's advertisement, promotion, sale, and licensing of such Products. All such advertisement, promotion, sale, and licensing must comply with this Agreement and the Intuit Trademark Usage Guidelines below, and must be approved in writing by Intuit in advance if requested by Intuit. AFFILIATE use of such trademarks will be in accordance with Intuit's policies in effect, which may change from time to time.

11.2 AFFILIATE will include on each copy of any materials that it creates regarding or referring to Intuit Products, all trademark, copyright and other notices included by Intuit on Intuit Products or requested to be so included by Intuit from time to time. AFFILIATE agrees not to alter, erase, deface or obscure any such notice on any materials provided by Intuit.

11.3 AFFILIATE acknowledges it has paid no consideration for the use of the Intuit Marks or Intuit Images, and nothing contained in this Agreement will give AFFILIATE any right or interest in any of the Intuit Marks or Intuit images, except the limited rights to display them in connection with distribution of Intuit Products, solely during the Term, as set forth in this Agreement. AFFILIATE acknowledges that Intuit owns and retains all intellectual property rights in the Intuit Marks and Intuit Images, as well as in all Intuit Products, and agrees that it will not at any time during or after this Agreement assert or claim any interest in or do anything that may adversely affect the validity or enforceability of any trademark, image, logo, trade name, trade secret, copyright or patent belonging to or licensed by Intuit (including, without limitation, any act, or assistance to any act, which may infringe or lead to the infringement of any copyright in Intuit Products) or attempt to grant any right therein. As part of such obligation, AFFILIATE agrees that it will not adopt, use or register any mark, logo, trade name, company name, domain name, screen name or other source indicator containing the words, acronyms or prefixes "intuit," "intuit," "tuit," "quick," "quickbooks," "qb," "turbo," "proadvisor," "gopay," or "gopayment." AFFILIATE further agrees not to attach any additional trademarks, logos, trade designations or other legends to any Product without the prior written consent of Intuit. AFFILIATE further agrees not to affix any Intuit trademark, logo or trade name to any non-Intuit product. Any use of Intuit's Marks or other Intuit-owned names and logos as part of AFFILIATE's own source identifiers, or in a way that might create confusion with the Intuit Marks or Intuit owned names, is prohibited.

11.4 Upon expiration or termination of this Agreement, AFFILIATE will immediately cease all display, advertising and use of all Intuit Marks, Intuit Images and other Intuit-owned designations and will not thereafter use, advertise or display any name, mark or logo which is, or any part of which is, similar to or confusing with any such Intuit Marks, Intuit Images and other Intuit-owned designations associated with any Intuit Product.

11.5 Intuit reserves the right to object to any uses or misuses of its trademarks that it deems, in its sole discretion, to be inappropriate or to constitute a violation of applicable law. In the event that Intuit finds any such improper use or misuse to be intentional, Intuit shall have the right to take any and all appropriate action, up to and including termination of this Agreement and your participation in the AFFILIATE Program. AFFILIATE agrees to reasonably cooperate without charge in Intuit's efforts to protect its intellectual property rights and will make any modifications or alterations to any of its content that contains or makes reference to Intuit Marks or an Intuit name, upon request. AFFILIATE agrees to notify Intuit immediately in writing of any breach of Intuit's intellectual property rights that comes to AFFILIATE's attention.

11.6 Use only Intuit provided Product Box Shot Images ("Intuit Images"). AFFILIATE may use the Intuit Images solely in connection with AFFILIATE's advertisement, promotion, sale, licensing, and distribution

of the Intuit Products. When reproducing the Intuit Images, the only modification AFFILIATE is allowed to make is to resize the Intuit Images in exact proportion to their original height and width. No resampling or other attempted modification is allowed and no alteration, cropping or addition to the Intuit Images is permitted. The Intuit Images cannot be "violated" or touched by any other text or graphics in any way, and there must be a border of space of at least 10 percent of the total height of each Intuit Image surrounding the Intuit Image on all sides in every instance where the Intuit Image appears. Additionally, in 4-color materials and on Websites, the Intuit Images must appear in their original colors as supplied by Intuit.

11.7 Correctly Promote Your Membership in the AFFILIATE Program. Upon your acceptance into the AFFILIATE Program, MMB encourages you to inform your current and prospective clients/customers of your membership in the AFFILIATE Program, in accordance with the Agreement and all the Trademark Guidelines listed herein. You can convey this information in your advertising, promotional materials, detailed brochures, sales materials and Websites that are approved in advance by Intuit ("Approved Materials"), but you agree to only do this in a way that does not lead customers to believe that you are somehow an Intuit representative or employee, or that you are somehow "Officially Endorsed by," "Certified by," "Authorized by," or formally "Partnered" with Intuit beyond the Intuit Reseller designations supplied to you under this Agreement. Do not use the term "Intuit Partner," or any other description other than one of the following statements in your Approved Materials:

"Member: Intuit® QuickBooks Solution Provider Program"; or

"Member of the QuickBooks Solution Provider Program"; or

"QuickBooks Solution Provider Program Participant"; or

"Intuit® Solution Provider"

11.8 No Use in Direct Business Source Identifiers. As stated in 12.3 above, AFFILIATE agrees that Intuit Marks, and other Intuit-owned names or logos cannot be used in AFFILIATE's own company name or in direct business source identifiers such as company names, website domains, email address, stationery, business cards, company signs, screen names or company Web site titles. These items identify the name of AFFILIATE's own business and, thus, the source of its products or services. In order to avoid any possible confusion with regard to the source of AFFILIATE's services, or Intuit's or another party's products, AFFILIATE hereby agrees that any use of Intuit's Marks or other Intuit-owned names and logos in AFFILIATE's own source identifiers is prohibited. However, Intuit does not object to the membership statements in 12.7 above being used by members in good standing, in plain text, together with any AFFILIATE designation logo(s) supplied by Intuit, on business cards, stationery and company Websites only, where AFFILIATE's own, distinct name and logo are also clearly and separately displayed.

All other uses of the Intuit Product names, AFFILIATE Program names or Intuit Marks on direct business source identifiers are prohibited. Member agrees that the Approved Materials will not contain any content that could be deemed by Intuit, in its sole judgment, to be obscene, violent or otherwise in poor taste or unlawful, or for the purpose of encouraging unlawful activities, or otherwise misuse or bring into dispute or disrepute the Intuit Marks, names or logos or Intuit products or services. Intuit reserves the right to object to unfair uses or misuses of its trademarks/logos and to terminate your membership in the AFFILIATE Program, for any such unfair uses or misuses in Intuit's sole discretion.

11.9 Representation as Independent Entity. No person or company except Intuit may hold itself out as "Intuit," or use the Intuit company name, trademark or logo as its own name, trademark or logo, under any circumstances.

11.10 Appropriate Symbols and Ownership Legends Must be Used. When used in accordance with these Trademark Guidelines, the QuickBooks® trademark must appear with the "®" symbol directly next to the mark as shown. The appropriate ownership "legend" must also be displayed at least once in any materials where the QuickBooks name is mentioned. Such legend must read as follows: "QuickBooks is a registered trademark of Intuit Inc."

11.11 Other Requirements and Restrictions on Use. Intuit may, from time to time, provide input about how and whether AFFILIATE's materials conform to these guidelines and to the brand character of Intuit Products. AFFILIATE may not state or imply that Intuit officially endorses or "authorizes" a particular AFFILIATE, nor that Intuit recommends any particular AFFILIATE over any other.

AFFILIATE is not permitted to use any Intuit Marks or logo designs to disparage Intuit, its subsidiaries, its products or services, or for promotional goods, or to attempt to brand or co-brand others' products or services, or in ways which, in Intuit's reasonable judgment, may diminish or otherwise damage Intuit's goodwill in its trademarks, including but not limited to uses that could be deemed to be competitive against Intuit, or obscene, violent or otherwise in poor taste or unlawful, or for the purpose of encouraging unlawful activities. Intuit reserves the right to object to unfair uses or misuses of its trademarks or other violations of applicable law.

Nothing in these Trademark Usage Guidelines shall give a AFFILIATE any right, title or interest in any Intuit-owned trademarks (except the limited display rights set forth herein). By agreeing to sell Intuit Products, AFFILIATE acknowledges Intuit's exclusive ownership of its trademarks, and any use by AFFILIATE of the Intuit Marks or any Intuit-owned marks will inure to the sole benefit of Intuit. AFFILIATE also acknowledges and agrees to the Guidelines set forth herein, and further agrees not to attack the ownership of, nor to register, nor attempt to register, nor obtain domain names containing the Intuit Marks, or any Intuit-owned marks, nor to use or register any marks, domain or other designation that would cause confusion, or be likely to cause confusion, with Intuit's marks.

12. ADVERTISING AND MARKETING GUIDELINES.

AFFILIATE must adhere to Trademark Usage Guidelines described in Section 11 of this Agreement in addition to the current published Advertising and Marketing Guidelines as referenced in the Member Guide.

13. GENERAL.

13.1 AFFILIATE in Good Standing. AFFILIATE shall at all times during the term of the Agreement meet the criteria listed in the Agreement and the Member Guide or be subject to removal from the AFFILIATE Program in the sole discretion of MMB:

13.2 Partner shall process at least one QuickBooks order (Software, Subscriptions, Payments, Supplies, and Payroll) per year based on this date of the contract to remain in “active” status.

13.3 Exclusivity. What this means is the AFFILIATE does not work with one or more partner programs at the same time. MMB does not force you to stay in our Partner Program but the book of business remains with the QuickBooks Solution Provider that processed the order.

13.4 All sales made with MMB are non-transferrable. MMB is the QuickBooks Solution Provider (reseller) of record. If the Partner relationship with MMB terminates, MMB still remains the reseller of record.

13.5 If agreement is terminated, partner will be paid out any commissions due them and will no longer receive monthly residuals.

13.6 AFFILIATE Pricing. AFFILIATE must adhere to Intuit’s current MAP (Minimum Advertised Price) policy requirements.

13.7 Compensation

13.7.1 Rules and Guidelines. Orders shall be deemed eligible only where the orders are (i) for Intuit Products (ii) placed by AFFILIATE through the QSP Partner Portal (or other MMB approved method) and (iii) in the case of Intuit software, bundled with AFFILIATEs professional services. Orders placed by end- users directly with Intuit, such as those under the separate QuickBooks Affiliate Program, have a separate compensation schedule and are not eligible under this AFFILIATE Program.

13.7.2 Unless otherwise provided by MMB, eligible compensation payments will be made to AFFILIATE approximately thirty (60) days following the purchase of the software less any other fees or reductions for returns, or any amounts that Intuit is required by law to withhold.

13.7.3 Intuit has a 60-day return policy. AFFILIATE will be billed back for any commissions paid on orders from customers who return Intuit Products within and according to the Intuit Return Policy.

13.8 Confidentiality. Intuit may from time to time provide you with confidential information including, but not limited to, the Member Guide. You acknowledge that such confidential information is the property of Intuit and a confidential trade secret of Intuit. You shall not reveal, disclose or distribute such confidential information in any form to employees, except on a need to know basis, nor to any third party, except to the extent specifically permitted by Intuit. You agree to take all reasonable precautions to prevent unauthorized disclosure and use of such confidential information. This obligation of confidentiality does not apply to information which is (a) rightfully in the public domain other than by a breach of a duty to Intuit; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to you without any limitation on use or disclosure prior to its receipt from Intuit; (d) independently developed by you; or (e) generally made available to third parties by Intuit without restriction on disclosure. You may not disassemble, reverse-engineer, or decompile any software that is provided to you by Intuit. AFFILIATE agrees to return to Intuit immediately upon Intuit’s written request any confidential information it has received in writing or in other tangible form and acknowledges that the unauthorized disclosure or use of Intuit confidential information will cause irreparable harm to Intuit, and that

accordingly, agrees that Intuit will have the right to seek and obtain injunctive relief in addition to any other rights and remedies to prevent any such unauthorized use or disclosure.

13.9 Assignment. AFFILIATE may not sell, transfer or assign this Agreement, in whole or in part, or any of the rights hereunder, unless AFFILIATE obtains the prior written consent of Intuit and MMB.

13.10 Notices. Unless otherwise stated, all notices required under this Agreement shall be in writing and shall be considered given (i) immediately, when sent by email, or (ii) upon delivery when sent certified mail, return receipt requested, or via a commercial overnight carrier, fees prepaid. All communications will be sent to the persons and addresses provided above unless otherwise specified immediately below (unless changed by notice as provided hereunder):

To AFFILIATE: To the authorized name and address provided:

Minding My Books
4888 Reflections Dr.
Cheboygan, MI 49721
Attn: Raeann Salter
raeann.salter@mindingmybooks.com

13.11 Survival. The provisions contained in this Agreement which, by their terms, require or contemplate performance by the parties after the expiration or termination, or which reasonably ought to be understood to so require or contemplate, shall be enforceable notwithstanding any expiration or termination.

13.12 Entire Agreement. This Agreement, including the Member Guide, constitutes the entire agreement between AFFILIATE and Intuit with regard to the subject matter hereof. The terms and conditions of this Agreement shall supersede any previous agreements between the parties with respect to the subject matter hereof, and any terms and conditions printed or written on any purchase order issued by Intuit or QuickBooks Solutions Provider.

13.13 Non-Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy of Intuit or shall imply or constitute a waiver by the waiving party of the same or any other condition, covenant, right or remedy contained herein.

13.14 Severability. If a court of competent jurisdiction declares any provision of this Agreement invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

13.15 Governing Law and Jurisdiction. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Michigan, with the exception of its choice or conflicts of law provisions. Both parties agree to submit to the exclusive jurisdiction of the courts located in the State of Michigan, County of Cheboygan.

13.16 Independent Relationship. Nothing contained herein shall be deemed or construed as creating a joint venture or partnership between Intuit and AFFILIATE. Neither Intuit nor AFFILIATE is authorized, by virtue of this Agreement, as an agent or other representative of the other. Neither party shall be authorized to make any commitments or representations of any kind on behalf of the other.

13.17 No Endorsement. AFFILIATE acknowledges that MMB makes no claim on AFFILIATE's behalf as to the quality of the products or services AFFILIATE offers.

13.18 Force Majeure. Neither party hereto shall be liable for the failure to perform any of its obligations under this Agreement, with the exception of AFFILIATE's payment obligations, if such failure is caused by the occurrence of any event beyond the reasonable control of such party, including without limitation fire, flood, strikes and other industrial disturbances, failure of transport, accidents, wars, riots, insurrections, or acts of God.

13.19 Compliance with Laws. AFFILIATE agrees, and represents, and warrants that it and its agents,

subcontractors, and employees shall comply with all applicable federal, state, county, and local laws, ordinances, regulations and codes in the performance of the Agreement, including the procurement of permits and certificates and the submission of reports and filings. AFFILIATE also agrees to indemnify and hold Intuit harmless from and against all claims that may be sustained by Intuit from AFFILIATE's failure to comply with the aforementioned federal, state, county and local laws, ordinances, regulations and codes. AFFILIATE agrees to cause its agents and subcontractors to comply with the provisions of this section to the extent AFFILIATE uses agents and subcontractors to perform any of its duties, responsibilities or obligations under this Agreement.

13.20 Anti-Corruption Laws. AFFILIATE agrees to fully comply with the provisions of the United States Foreign Corrupt Practices Act of 1977, as amended ("FCPA") and all other applicable national, state, provincial, municipal, and other laws, treaties, rules, regulations, orders, and decrees in effect from time to time pertaining to the prohibition of corruption, bribery and the offering of inducements to public, semi-public, or government officials, or to individuals or private sector commercial organizations. Without limiting the generality of the foregoing, AFFILIATE represents and warrants that it has not and shall not at any time during the Term of the Agreement pay, offer, or promise to pay, or authorize the payment, directly or indirectly, through third persons or otherwise, of any monies or anything of value to any government official (for purposes of this Agreement this term is defined to include any officer or employee of a government or any department, agency or instrumentality thereof, or any public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency or instrumentality or for or on behalf of any such public international organization), or to any individual or private sector commercial organization, or to any political party, official thereof or candidate for political office, of any country, for the purpose of: (1) influencing any official act or decision by such official, person or party, or (2) inducing such official, person or party to perform or omit any act in violation of his or its lawful duty, or (3) to secure any improper advantage, or (4) inducing such official, person or party to use his or its influence with a government or any of its agencies or instrumentalities to affect or influence any act or decision of such government or agency or instrumentality in order to obtain, retain or direct business for, with or to any person or entity, or (5) influencing the person or private sector commercial organization to improperly perform any function in breach of any duty of good faith or trust. Further, AFFILIATE agrees to maintain complete and accurate books and records for compliance with this Section 15.15. AFFILIATE will immediately report to Intuit any information concerning a suspected violation by Intuit or any of its personnel or any other person in connection with this Agreement of any applicable Laws. AFFILIATE represents and warrants that, except as it has already disclosed to Intuit in writing, at all times, none of its principals, managers, directors, officers, employees, partners, and agents are or will be an official or employee of any government department, entity, instrumentality, or government-owned corporation, nor of any political party, nor are any of them a political candidate.

13.21 Review by Legal Counsel. Each party has had the opportunity to review this Agreement with the assistance of legal counsel. Accordingly, it is agreed that the rule of construction that any ambiguity in this Agreement is to be construed against the drafting party shall not apply.

13.22 No Export. AFFILIATE shall not export directly or indirectly any Intuit Product outside the United States unless otherwise authorized by Intuit.

13.23 Supplemental Terms for Specific Products or Services. The terms of this Agreement, in addition to the supplemental terms identified below, apply to the applicable product or service as named.

14. INTUIT PAYMENT SOLUTIONS.

As a participant in the AFFILIATE Program with respect to Intuit Payment Solutions, AFFILIATE agrees to the following additional terms and conditions.

14.1 AFFILIATE Responsibilities. AFFILIATE will promote and recommend Intuit Payment Solutions (“IPS”) services to prospective merchants that meet IPS’ current processing requirements. For purposes of this Agreement, such prospective merchants will be referenced as “Referred Merchants.” No minimum marketing activity is required of AFFILIATE. IPS Responsibilities: IPS will quote a bankcard discount rate, equipment fees, and other related fees to qualified merchants, and provide reasonable assistance to merchants in completing merchant application and agreement forms. IPS will respond to customer leads promptly, with a goal of responding to customer leads within one (1) business day of the receipt of the lead. IPS will also apprise QuickBooks Solutions Provider of the status of the sales process for Referred Merchants through a monthly sales report. IPS will evaluate each Referred Merchant in accordance with IPS underwriting standards and has complete discretion over the acceptance or rejection of the Referred Merchant’s application. Similarly, IPS acting in its sole discretion may terminate or modify its agreement with any Referred Merchants at any time.

14.2 Fees & Costs. During the term of this Agreement, IPS may, but shall not be required to, pay AFFILIATE fees as set forth in the Member Guide, as the Member Guide may be amended from time to time in Intuit’s sole and absolute discretion. Each party will bear their own costs and expenses in performing under the Agreement.

14.3 Liability. IPS will contract directly with Referred Merchants for processing services and assumes all credit risk with respect to its relationship with Referred Merchants. IPS will independently and without reliance on AFFILIATE make its own credit analysis and decisions with respect to each prospective Referred Merchant based upon such documents and information it deems appropriate. AFFILIATE assumes no liability with respect to the authenticity, validity, accuracy or completeness of any document or instrument provided by any Referred Merchant. AFFILIATE will not be responsible for chargeback processing services or losses. AFFILIATE shall refrain from making any representation or warranty whatsoever concerning the nature of the Referred Merchant’s business or credit worthiness.

14.4 Non-Solicitation of Merchants. The parties agree that during the term of this Agreement and thereafter, without IPS’ prior written consent, AFFILIATE shall not permit or enable any of its employees, agents, subsidiaries, sales persons or any other person or entity to solicit or cause any Referred Merchant to terminate its service relationship with IPS.

15. QUICKBOOKS PRO EDITION (PC AND MAC). Participants in the AFFILIATE Program may offer Intuit products and services on their own Websites and third party Websites in accordance with the terms of this Agreement and the Member Guide.