



**POINT CPA PC
HOSTING SOFTWARE AGREEMENT TERMS OF SERVICE
ADDITIONAL AGREEMENTS REGARDING USE OF QUICKBOOKS SOFTWARE**

I acknowledge and agree to the following:

- a. Point CPA PC is granted the right to share my QuickBooks license information, including all license related keys and numbers, payroll keys and numbers and number of Users with Intuit for audit and license verification purposes
- b. I agree that Intuit is not a party to the Hosting Software Agreement and is not responsible in any way whatsoever for the Services;
- c. I acknowledge and agree that Intuit has no liability whatsoever for the Services
- d. I acknowledge and agree that Intuit provides no warranties for the Services and no warranties with respect to the performance of the Software within the Services;
- e. Intuit is responsible only for the support of Software itself in accordance with the End User License Agreement and as it would normally operate on my own desktop PC, and not for support of, or relating to, the Services or the interoperation of the Software with the Services or for support of any other products or services offered by Point CP A PC or third parties;
- f. Point CPA can terminate the Hosting Software Agreement, including if any User breaches the Hosting Software Agreement;
- g. I acknowledge and agree that, upon receipt of notice from Intuit or Point CPA PC that a particular version and year-edition of the Software is being discontinued from the Services, I shall be required to discontinue the use of the Services for that particular version and year-edition;
- h. any new licenses for the Software shall be obtained solely and directly from Intuit's National Accounts organization or Intuits dedicated account sales partner program, and not by any other means;
- i. I take full responsibility for retrieving my data and data files from Point CPA PC in the case of termination of the Services prior to termination or cessation of the Services during the period provided by Point CPA PC for retrieval; and
- j. I acknowledge that I cannot allow two or more Users to share a single account and set of log-in credentials and prohibiting them from doing so;
- k. I affirm that I am separately bound and by the EULA(s) and I agree that use of the Software is bound and governed by such EULA(s);
- l. I agree that if I discontinue the use of the Services I must obtain solely and directly from Intuit any physical or downloadable copies of the Software to which I may be entitled under my licenses(s);
- m. I affirm that despite Point CPA PC's best efforts, in the case of data loss, loss of use or theft, Intuit will have no liability whatsoever for any damages associated with such losses or theft; and
- n. I agree that I am solely responsible for the actions and behaviors of my users.