

**ADDENDUM A**

**(The first paragraph below will be filled out by Intertek)**

This is Addendum No. \_\_\_\_ to the Intertek Testing Services NA, Inc. ("Intertek") Vendor Testing Agreement No. \_\_\_\_ This Addendum is attached to and incorporates by reference the Vendor Testing Agreement between Intertek, Inc. and \_\_\_\_\_ ("Vendor") dated \_\_\_\_\_.

Vendor has executed and delivered to Intertek the Vendor Software Testing Agreement referenced above. Vendor wishes to have Intertek test Vendor's Software ("Software") in accordance with a test methodology established by Intuit. To establish minimal Compliance with the QuickBooks Technical Review and for suitability for Silver level membership and logo on usage on Vendor's Software packages.

All capitalized terms used in this Addendum shall be defined as set forth in the Vendor Software Testing Agreement unless otherwise defined herein.

When executed by both Vendor and Intertek, this Addendum will be annexed to, incorporated by this reference and become a part of the Vendor Software Testing Agreement signed by Vendor.

Please complete and sign one (1) Addendum for each Software product you wish to submit to Intertek under the Vendor Software Testing Agreement.

Vendor Company name:

Title and version of Software being submitted:

(a) If any Vendor Equipment accompanies the Software, check this box  and describe: \_\_\_\_\_

(b) The additional system and software requirements ("Vendor Equipment") necessary for the testing of the Software are as follows:

(c) If you are requesting a retest of Software, check this box . Intertek reserves the right to determine what constitutes a retest and what constitutes a new test of Software.

**Fee.** A non-refundable fee in the applicable amount set forth in the Fee Schedule must accompany this Addendum. Vendor hereby agrees and acknowledges that any refusal by Intuit to grant to Vendor silver level membership or any right to attach the Logo, will not entitle Vendor to seek any refund of fees or any damages of any kind from Intertek.

**Delivery.** Vendor will deliver the Software and other items to Intertek. Vendor acknowledges that testing will not begin until all items required for testing are received by Intertek and acknowledged by Intertek via mail or fax.

**Confidentiality and Nondisclosure.**

(a) Except as authorized under Sections (b) and (c) below, Intertek will not, without Vendor's prior approval, use, publish, or disclose to any person or entity any Test Report, test results, test data, or other confidential information with respect to the Software obtained from Vendor pursuant to this Addendum. "Confidential Information" shall mean information obtained by Intertek under this Addendum which was not previously known by Intertek and which is not and does not become publicly known or generally known in the industry in which Vendor is engaged. The definition of "Confidential Information" shall expressly exclude any information, which Intertek is required to disclose by any Court or any other governmental or administrative order, as well as any information described in Section (c) below. Except as noted under Sections (b) and (c) below, the test results and test data obtained from testing the Software pursuant to this Addendum shall be considered "Confidential Information" of Vendor.

(b) Vendor hereby authorizes Intertek to: (i) from time to time consult with Intuit (on an other than Vendor-anonymous basis) with respect to the Software and the testing performed pursuant to this Addendum, and (ii) provide Intuit with all interim and final Test Reports, test results and notes pertaining to the Software and Vendor Equipment (if any), including the Test Report and this Addendum; and Vendor hereby acknowledges that Intuit may use, disclose or publish information regarding the Software and Vendor Equipment (if any), in Intuit' discretion and publish Compliance listings which may include the names and descriptions of Software-based products, such as the Software, as tested by Intertek, as may be allowed under the terms of any agreement between Vendor and Intuit with respect thereto.

(c) Vendor hereby acknowledges that Intertek will be compiling statistical data relating to its QuickBooks Logo program, which may include Vendor-anonymous data derived from the testing performed pursuant to this Addendum, and that Intertek may from time to time deliver this statistical data to Intuit. Vendor acknowledges that any such Vendor-anonymous statistical information does not violate any of the nondisclosure provisions of this Addendum.

**Entire Agreement.** This Addendum, including the provisions on the first page, and all Addendums hereto together with the Vendor Software Testing Agreement, the terms and conditions of which are incorporated by reference herein, constitute the entire agreement of the parties with respect to the subject matter hereof, and cancel and supersede all prior or contemporaneous oral or other written communications, understandings, and agreements with respect to the subject matter hereof.

This Addendum is entered into effective as of the date of execution by Intertek as indicated below.

ACCEPTED BY:

VENDOR Name:	_____	Intertek Testing Services NA, Inc	_____
Name and Title (Print)	_____	Howard Brunnings Senior Director	_____
Signature	_____		_____
Dated:	_____		_____