

## QuickBooks Online (QBO) Services Terms and Conditions

The following Terms and Conditions outline the nature and scope of the QBO Services provided by Rockland Pros. When you engage Rockland Pros, you acknowledge and agree to the following Terms and Conditions.

### 1. QBO IMPLEMENTATION SERVICES.

Although QBO is designed for the average businessperson, the initial implementation (setup/configuration) requires an intimate understanding of the software, basic accounting, and tax law to optimize its functionality. Our certified ProAdvisors design and customize new QBO files based on Client's specific business requirements.

Upon completion of our QBO Implementation Services, Client will receive an automated e-mail from Intuit inviting Client to obtain access to the QBO file. Acceptance of the invitation represents the completion of our QBO Implementation Services. Any updates or changes to Client's QBO file after acceptance of the invitation will be subject to our Re-Configuration & Tune-up Services.

### 2. RE-CONFIGURATION & TUNE-UP SERVICES.

Intuit updates QBO on a regular basis by improving existing features and functions, and by creating new features and functions. Our certified ProAdvisors re-configure and/or tune-up existing QBO files based on Client's specific business requirements to fix an existing problem and/or enhance Client's current experience.

### 3. QBO SUBSCRIPTIONS.

- a) Rockland Pros is authorized by Intuit to offer certain QBO licenses at a discount. Discounted licenses are available to Clients with NEW subscriptions only; discounts are not available to EXISTING subscribers under the current terms of Intuit's Wholesale Billing Program.
- b) Rockland Pros must implement QBO through its QBO Implementation Services for a Client to be eligible for our QBO Subscriptions.
- c) Rockland Pros will obtain QBO subscriptions offered to Clients directly through Intuit. In accordance with our agreement with Intuit, Rockland Pros is legally and financially responsible for these QBO subscriptions.
- d) Rockland Pros will sub-lease its QBO subscriptions to Client for a QBO Subscription fee. In accordance with Client's agreement with Rockland Pros, Client is legally and financially responsible for remitting payment to Rockland Pros.
- e) Rockland Pros and Client are both subject to Intuit's Terms of Service, which are made available on the software vendor's website. [<https://quickbooks.intuit.com/software-licenses>]

*\*Refer to Intuit's website for a full description of the features and functions associated with each QBO version. [<https://quickbooks.intuit.com/pricing/>]*

### 4. COMPENSATION.

- a) QBO Implementation Services: Our QBO Implementation Services are charged as one-time fees. These fees compensate Rockland Pros for the initial implementation/configuration of a Client's QBO file in accordance with the specifications contemplated, discussed, and agreed prior to the implementation.

Our QBO Implementation Service fees do not include on-going maintenance, including updates resulting from changes in features or functions of the software released by Intuit (the software vendor).

Rockland Pros will use commercially reasonable efforts to complete the implementation in accordance with the Terms and Conditions herein. Client acknowledges that despite these efforts, Rockland Pros' work is highly dependent on Client, Intuit (software vendor), QBO (software), and other factors beyond the control of Rockland Pros. If one or more of these factors should cause a significant impact to this project, Rockland Pros will contact Client immediately to advise and to obtain agreement with Client on an appropriate course of action.

- b) QBO Re-Configuration & Tune-Up Services: Our QBO Re-Configuration & Tune-Up Services are charged as one-time fees. These fees compensate Rockland Pros for the post-implementation configurations of a Client's QBO file in accordance with the specifications contemplated, discussed, and agreed prior to the re-configuration and/or tune-up.

Our QBO Re-Configuration & Tune-Up Service fees do not include on-going maintenance, including updates resulting from changes in features or functions of the software released by Intuit (the software vendor).

Rockland Pros will use commercially reasonable efforts to complete the re-configuration and/or tune-up in accordance with the Terms and Conditions herein. Client acknowledges that despite these efforts, Rockland Pros' work is highly dependent on Client, Intuit (software vendor), QBO (software), and other factors beyond the control of Rockland Pros. If one or more of these factors should cause a significant impact to this project, Rockland Pros will contact Client immediately to advise and to obtain agreement with Client on an appropriate course of action.

- c) QBO Subscriptions: Our QBO Subscription fees must be deducted automatically from our Clients' bank accounts on a monthly basis in accordance with the instructions outlined in our Payment Authorization Form, which is completed and signed by Client.

Client is responsible for notifying Rockland Pros of any changes to their payment method to avoid unnecessary surcharges.

## 5. TERMINATION.

- a) Client or Rockland Pros may terminate the use of QBO Subscriptions for any reason or no reason upon thirty (30) days advance written notice to the other party.
- b) Rockland Pros may terminate QBO Subscriptions with or without notice for non-payment or insufficient payment. Termination due to non-payment or insufficient payment by Client will result in immediate termination of Client's access to the QBO by Rockland Pros. Client acknowledges that this action may result in permanent deletion of their data.
- c) Rockland Pros will be the "Master Administrator" (or "Master Admin") of all QBO Subscriptions offered through the Wholesale Billing Program. Upon request, Rockland Pros will release the role of Master Administrator to Client. However, this request will terminate Rockland Pros' QBO Subscriptions.
- d) Client acknowledges that the QBO Subscriptions offered to Client by Rockland Pros are offered exclusively to Rockland Pros' Clients; termination of QBO Subscriptions does not entitle Client to the discounted subscription fees offered through Rockland Pros.
- e) Upon termination, Client will automatically receive a "cancellation" notice from Intuit. Client will need renew their subscription directly through Intuit, if they require access to their QBO file.

6. **EXCLUSIONS.** This Agreement does not include any other services offered by Rockland Pros. This includes, but it not limited to:

- a) Tax Services
  - Income Tax Services
  - Payroll Tax Services
  - Sales Tax Services
- b) Business Services
- c) Bookkeeping Services
- d) CFO Advisory Services
- e) COVID-19 Advisory Services
- f) Other QBO Services
  - QBO Training
  - QBO Technical Support

In lieu of a specific fee schedule, all professional fees outside the scope of our QBO Implementation Subscription Services outlined above will be billed based on time incurred at a rate of \$125 per half hour (30-minutes).