QuickBooks/QuickTune Terms of Service

Thank you for selecting the Services offered by Bell Solutions. (Referred to as "Bell Solutions", "we", "our", or "us"). Review these Terms of Service ("Agreement") thoroughly. This Agreement is a legal agreement between you (referred to as "you", "your", "you're", or "client") and Bell Solutions. By continuing to access or use the Services, you agree to these terms.

1. AGREEMENT

This Agreement describes the terms governing the use of services provided to you by Bell Solutions.

You must be at least 18 years of age to use our Services. By accessing or using our Services you agree that:

- You can form a binding contract with Bell Solutions,
- You are not a person who is prohibited from receiving the Services under the laws of the United States, or any other applicable jurisdiction; and
- You will comply with this Agreement and all applicable local, state, and national laws, rules, and regulations.

2. QUICKTUNE SERVICES

The Bell Solutions QuickBooks services model (referred to as the, "QuickTune") is designed to provide a customized QuickBooks Online system that meets small business compliance; and the training needed to properly utilize the system.

The QuickTune Process consists of three steps.

- **System Configuration** | Set up and configuration of your new QuickBooks Online subscription. <u>Existing QuickBooks Online subscriptions require additional configuration measures and are subject to additional fees, as defined in this agreement.</u>
- **Financial Structure** | Development of your chart of accounts, products & services, customer & vendor tracking, and financial reporting.
- **Training** | QuickTunes include two (2) training sessions
 - 1st Session | System introduction, Bank feed connections, System training, Schedule 2nd session
 - 2nd Training Session | 30-day follow up and review

QuickTune Requirements

The following are the minimum requirements for QuickTune Services and pricing:

- An active QuickBooks Online subscription is required.
- You must submit your QuickTune Onboarding Form to Bell Solutions prior to Services beginning.
- You are responsible for attending your training sessions.

All Services in this agreement are virtual.

3. OTHER SERVICES

QuickTune Services do not include the processing of data entry, bookkeeping, financial reconciliations, or tax filings.

Financial audits and historical reconciliations can be added to any QuickTune at a rate of \$75 per hour.

Existing QuickBooks Online subscriptions can be used for an additional fee of \$175, plus \$55 per hour for any system corrections.

Training

Additional QuickBooks Online training is available at a rate of \$125 per hour.

4. ADDITIONAL SERVICES

Services performed that are not included in your Services or Other Services shall be considered Additional Services. All Additional Services shall be discussed and agreed upon by both parties, prior to execution. All Additional Services will be billed at one of three (3) rates: \$75 per hour, \$125 per hour, or \$250 per hour, unless otherwise quoted and agreed upon by both parties.

5. QUICKBOOKS

QuickTune Services require an active QuickBooks Online Subscription. QuickBooks Online Essentials is the minimum subscription level required for a QuickTune.

All QuickTunes will come with a new QuickBooks Online Essential subscription, acquired by Bell Solutions, to be transferred to, and paid by, you at the time of your 1st Training Session.

You are responsible for the fees related to your QuickBooks Online subscriptions. You can upgrade or downgrade subscription levels at any time, subject to Intuit's terms and conditions.

Existing QuickBooks Online subscriptions can be used for an additional fee of \$175, plus \$55 per hour for any system corrections.

During the term of your QuickBooks Services, you agree NOT to make changes to the set up and/or structure of your QuickBooks system.

6. STANDARD OF PERFORMANCE

Bell Solutions shall, at all times, observe and comply with generally accepted bookkeeping and accounting standards and comply with all federal and state laws or regulations. Bell Solutions hereby agrees to follow the highest professional standards in performing all Services to be provided under this Agreement. No Services will be provided that do not meet all local, state, and Federal requirements and laws. Bell Solutions reserves the right to terminate Service with any individual or business that does follow the law.

7. NECESSARY INFORMATION AND MATERIALS

You will be solely responsible to supply Bell Solutions with all information, materials, data, and documents necessary to perform Services. You acknowledge and agree that the accuracy of the information supplied to Bell Solutions is your sole responsibility. Bell Solutions shall not be held responsible for the production of inaccurate or incomplete financial systems, records, or reporting if the data provided is inaccurate, or incomplete.

8. TIMELINES

QuickTunes, and related training sessions, are generally completed 5-6 weeks from the time you sign up and submit your QuickTune Onboarding Form.

Bell Solutions will make every effort to complete projects diligently so long as required information and resources have been made available to Bell Solutions. Bell Solutions shall not be held responsible for the delay of Services when you are unable to meet deadlines or be available for required meetings, trainings, or other time sensitive matters.

9. TERM

This Agreement is effective on the date that you sign up for QuickBooks/QuickTune Services and shall end upon delivery of QuickTune Services, as defined in the agreement. The terms of this agreement are subject to change at any time.

10. INDEPENDENT CONTRACTOR

Bell Solutions shall provide services, as an independent contractor and shall not act as an employee, agent, or broker. As an independent contractor, Bell Solutions will be solely responsible for paying any, and all taxes levied by applicable laws on its compensation. Bell Solutions understands that you will not withhold any amounts for payment of any taxes from compensation.

11. COMPENSATION

QuickTune Service fees will be collected at the time that you sign up.

Payments for Other Services shall be automatically deducted from your checking account via ACH withdrawal on the 1st of each month, or at the time of your 2nd Training Session.

You are responsible for your QuickBooks Online subscription fees.

Payment returned due to insufficient funds will incur a \$30 fee. Past due invoices are subject to 1.5% interest per month.

12. CONFIDENTIALITY

Bell Solutions, while performing the Services herein may gain access to certain confidential or proprietary information. Such "Confidential Information" shall include all information concerning the business, affairs, products, marketing, systems, technology, customers, end-users, financial affairs, accounting, statistical data belonging to you and any data, documents, discussion, or other information developed by Bell Solutions herein and any other proprietary and trade secret

information whether in oral, graphic, written, electronic or machine-readable form. Bell Solutions agrees to hold all such Confidential Information in strict confidence and shall not, without the express prior written permission, (a) disclose such Confidential Information to third parties; or (b) use such Confidential Information for any purposes whatsoever, other than the performance of its obligations herein. The obligations under this Section shall survive termination or expiration of this Agreement.