

INTACCT COMMUNITY TERMS OF USAGE

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ACCEPTABLE USE AND CONDUCT

Community Participation and Disclaimers

Intacct provides you with access to the Intacct Community as a vehicle through which users may interact with each other and/or Intacct on subjects of interest pertaining to Intacct, such as Intacct Ideas (see below), help requests and exchange of general information (the “Intacct Community Content”). Intacct does not actively monitor, control or endorse the content, messages or information found in any Intacct Community Content and, therefore, Intacct specifically disclaims any liability with regard to the Intacct Community and associated Intacct Community Content, as well as any actions resulting from your participation in any of the foregoing. Intacct hosts or participants are not authorized Intacct spokespersons, and their views do not necessarily reflect those of Intacct. You are solely responsible for your interactions with others through the Intacct Community. You acknowledge and agree that your conduct, and the form and content of Intacct Community Content that you post or upload to the Intacct Community, are your sole responsibility. Intacct cannot and does not make any guarantee with respect to the accuracy, inoffensiveness, or suitability of any content that appears on the Intacct Community. Always use caution when choosing to voluntarily disclose any personally identifiable information about yourself. Materials uploaded to the Communication Intacct Community may be subject to posted limitations on usage, reproduction and/or dissemination; you are responsible for adhering to such limitations if you download the materials.

Prohibited Conduct

Intacct reserves the right to improve the Intacct Community by prohibiting certain conduct and, at its sole discretion, removing Intacct Community Content (including without limitation, illegal, outdated or inaccurate information, profanity, personal attacks, slurs and the like, and/or banning individuals from participating in any or all of the Intacct Community) to better enhance your experience with and use of the site, and by deciding to become active in administering and moderating the Intacct Community.

In connection with the Intacct Community, you agree not to:

- Upload, post, email, transmit, or otherwise make available any Intacct Community Content that is unlawful, harmful (including Intacct Community Content that is harmful to Intacct's reputation), threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable
- Use the Intacct Community in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise)
- Impersonate any person or entity
- Violate the legal rights of another party, such as by infringing another's intellectual property rights through the posting or uploading or use of Intacct Community Content (including without limitation, photographs or images), and further including, by way of example, and not as limitation, violating any copyright or trademark laws (or rights of privacy or publicity) or any other proprietary rights unless you own or control the rights thereto or have received all necessary consents prior to taking an action.
- Forge email headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Intacct Community
- Use the Intacct Community, or the Intacct Community to compile commercial, political, or charitable mailing lists or to facilitate the transmission of spam, junk mail, chain letters, or obscene or profane content
- Upload, post, email, publish, distribute, transmit, or otherwise make available any unsolicited or unauthorized advertising or promotional materials not pertaining to the intended use and purpose of the Intacct Community (including sweepstakes materials, solicitations of funds or goods or solicitations to join or become members of any non-Intacct commercial online or offline service or other organization)
- Post direct links to executable files (.exe) that are not from an Intacct domain
- Except as otherwise authorized in writing by Intacct, harvest or otherwise collect and/or store information about others, including personal information such as email addresses
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Intacct Community or other user or usage information or any portion thereof
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar programs that may damage the operation of another's computer or property of another
- Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of material contained in a file that is uploaded
- Restrict or inhibit any other user from using and enjoying the Intacct Community
- Create multiple accounts on the Intacct Community, or create a false identity for the purpose of misleading others
- Solicit kudos or solutions from other Intacct Community users to their own posts
- Violate any applicable laws or regulations
- Engage in tortious talk, harass or threaten any other individual, or engage in other disruptive conduct in the Intacct Community

INTACCT COMMUNITY AND INTACCT COMMUNITY CONTENT

Intacct Community

Intacct may offer you access to one or more Intacct Community Chatter, Questions and Answers groups, email, or other service in which you can upload, email, post, publish or otherwise access or transmit Intacct Community Content, as defined below, and where users may access Intacct product information,

development tools, agents, utilities, pre-release, experimental or commercially available Intacct products, as well as post questions and discuss issues related to Intacct with other customers or users.

Intacct Community Content

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Your Submissions

Except for ideas submitted through the Intacct Ideas section of the Intacct Community described below, you hereby grant to Intacct a perpetual, irrevocable, worldwide, royalty-free, nonexclusive, and fully sub-licensable right and license to use, reproduce, distribute, publicly perform, publicly display, and create

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In addition to the warranty and representation set forth above, by posting a Submission that contain images, photographs, pictures or that are otherwise graphical in whole or in part ("Images"), you warrant and represent that (a) you are the copyright owner of such Images, or that the copyright owner of such Images has granted you permission to use such Images or any content and/or images contained in such Images consistent with the manner and purpose of your use and as otherwise permitted hereunder, and (b) that each person depicted in such Images, if any, has provided consent to the use of the Images as set forth hereunder, including, by way of example, and not as a limitation, the distribution, public display and reproduction of such Images. By posting Images, you are granting (a) to all members of your private community (for each such Images available only to members of such private community), and/or (b) to the general public (for each such Images available anywhere on the Intacct Community, other than a private community), permission to use your Images in connection with the use, as permitted hereunder, of any of the Intacct Community Content (including, by way of example, and not as a limitation, making prints and gift items which include such Images), and including, without limitation, a non-exclusive, world-wide, royalty-free license to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Images without having your name attached to such Images, and the right to sublicense such rights to any supplier of the Intacct Community. The licenses granted in the preceding sentences for Images will terminate at the time you completely remove such Images from the Intacct Community, provided that, such termination shall not affect any licenses granted in connection with such Images prior to the date on which you removed such Images.

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The Intacct Community permits anyone to link to this/these websites subject to the linker's compliance with the following terms and conditions:

A site that links to this/these website(s):

- May link to, but not replicate, content contained herein;
- Must not create a border environment or browser around Intacct Community Content contained herein;
- Must not present misleading or false information about Intacct, its members, agents, employees or representatives and/or any related products or Intacct Community;
- Must not misrepresent the linker's relationship with the Intacct Community;
- Must not imply that the Intacct Community endorses or sponsors the linker or the linker's products; and
- Must not use the logos or trade dress of the Intacct Community.

THIRD-PARTY SITES

The Intacct Community may provide links to other Web sites or resources. Because Intacct has no control over such sites and resources, you acknowledge and agree that Intacct is not responsible for the availability of

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Unlawful Conduct.

You agree not to use the Intacct Community for any purpose that is unlawful or prohibited by these Terms of Usage or the rules, guidelines or Terms of Usage posted for a specific area of the Intacct Community. You may not access or use the Intacct Community in any manner that could damage, disable, overburden, or impair any Intacct accounts, computer systems or networks. You may not attempt to gain unauthorized access to any parts of the Intacct Community or any Intacct accounts, computer systems or networks. You may not interfere or attempt to interfere with the proper working of the Intacct Community or any Intacct accounts, computer systems or networks. You may not use any robot, spider, scraper or other automated means to access the Intacct Community or any Intacct accounts, computer systems or networks without Intacct's express written permission.

Unsolicited Idea Submission Policy

Except for ideas submitted through the Intacct Ideas page of the Intacct Community described below, Intacct does not accept or consider unsolicited ideas, including ideas for new advertising campaigns, new promotions, new products or technologies, processes, materials, marketing plans, or new product names. Please do not send any original creative artwork, samples, demos, or other such works. In this manner potential misunderstandings and/or disputes may be avoided. Any such materials, if sent by you, will NOT be

treated as confidential or proprietary.

Intacct Ideas

The Intacct Ideas section of the Intacct Community enables you to submit ideas for Intacct products directly to the Intacct product development team. These ideas could be anything from a new feature to a product improvement (each an "Intacct Idea"). If you submit an Intacct Idea, you agree that: (a) Intacct may freely use, disclose, reproduce, license, distribute and otherwise commercialize the Intacct Idea in any Intacct product, specification or other documentation, in any manner whatsoever; and (b) you will not give Intacct any Intacct Idea (i) that you have reason to believe is subject to any patent, copyright, or other intellectual property claim or right of any third party; or (ii) that is subject to license terms that seek to require any Intacct product incorporating or derived from any Intacct Idea, or other Intacct intellectual property, to be licensed to or otherwise shared with any third party. No compensation will be due to you or paid with respect to the use of any Intacct Idea that you submit as provided herein. Intacct is under no obligation to post or use any Intacct Idea submitted by you, and Intacct may remove any Intacct Idea submitted by you from the Intacct Community at any time in its sole discretion.

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Intacct may suspend or terminate your account for any reason, including your failure to comply with the Usage Guidelines or other aspects of these Terms of Usage. Upon termination of your account for any reason, all your access rights to the Intacct Community will immediately cease to exist, and you must promptly discontinue all further use of the Intacct Community.

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If you are a user of an Intacct service under a separate written agreement, the Terms of Usage set forth above are ancillary to the terms contained in the service agreement. In the event of any conflict between the terms above and the terms of a service agreement, the terms of the service agreement shall govern and supersede the conflicting terms contained herein.

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The validity, construction and interpretation of these Terms of Usage will be governed by the internal laws of the State of California, excluding its conflict of laws provisions. Any controversy, claim or action arising out of or relating to these Terms of Usage will be subject to the exclusive jurisdiction and venue of the federal and state courts located in Santa Clara County, California.