

U.S. SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

 FORM S-8
 REGISTRATION STATEMENT
 UNDER
 THE SECURITIES ACT OF 1933

INTUIT INC.
 (Exact Name of Registrant as Specified in Its Charter)

DELAWARE 77-0034661
 (State of Incorporation) (I.R.S. Employer
 Identification No.)

2535 GARCIA AVENUE
 MOUNTAIN VIEW, CALIFORNIA 94043
 (Address of Principal Executive Offices)

OPTIONS GRANTED UNDER THE APPS.COM, INC.
 1999 EQUITY INCENTIVE PLAN AND ASSUMED BY INTUIT INC.
 (Full title of the Plan)

 CATHERINE L. VALENTINE, ESQ.
 INTUIT INC.
 2632 MARINE WAY, MS 7-1145
 MOUNTAIN VIEW, CALIFORNIA 94303
 (650) 944-6000
 (Name, Address and Telephone Number of Agent for Service)

 Copies to:

KENNETH A. LINHARES, ESQ.
 FENWICK & WEST LLP
 TWO PALO ALTO SQUARE
 PALO ALTO, CALIFORNIA 94306

CALCULATION OF REGISTRATION FEE

<S>	<C>	<C>	<C>	<C>
TITLE OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED	PROPOSED MAXIMUM OFFERING PRICE PER SHARE	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE	AMOUNT OF REGISTRATION FEE
Common Stock, \$0.01 par value	52,083 (1)	\$7.86 (2)	\$409,136.28 (2)	\$102.34 (3)

</TABLE>

- (1) Represents shares subject to issuance on exercise of options assumed by the Registrant on December 21, 2000 in connection with the acquisition of Apps.com, Inc.
- (2) The offering price information is calculated with reference to the weighted average exercise price per share of the options pursuant to Rule 457(h), under the Securities Act of 1933, as amended, solely for the purpose of calculating the registration fee.
- (3) Fee calculated pursuant to Section 6(b) of the Securities Act of 1933, as amended.

This Registration Statement relates to 52,083 shares of Common Stock, \$0.01 par value per share, of the Registrant subject to issuance on exercise of options assumed by the Registrant in connection with the acquisition of Apps.com, Inc.

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE

The Registrant incorporates into this Registration Statement the following documents filed with the Securities and Exchange Commission (the "Commission"):

- (a) The Registrant's latest annual report filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or the latest prospectus filed by the Registrant pursuant to Rule 424(b) under the Securities Act of 1933, as amended (the "Securities Act"), that contains audited financial statements for the Registrant's latest fiscal year for which such statements have been filed.
- (b) All other reports filed pursuant to Section 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the Registrant's annual report or prospectus referred to in (a) above.
- (c) The description of the Registrant's Common Stock contained in the Registrant's registration statement on Form 8-A filed with the Commission under Section 12 of the Exchange Act, including any amendment or report filed for the purpose of updating such description.

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed incorporated by reference herein and to be a part hereof from the date of the filing of such documents.

ITEM 5. NAMED EXPERTS; INTERESTS OF NAMED COUNSEL

The consolidated financial statements and schedule of Registrant appearing in Registrant's Form 10-K for the year ended July 31, 2000, have been audited by Ernst & Young LLP, independent auditors, to the extent indicated in their report thereon that is included therein and incorporated by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such report given upon the authority of such firm as experts in accounting and auditing.

The statements of income, stockholders' equity, and cash flows of Rock Financial Corporation for the year ended December 31, 1998 have been audited by KPMG LLP, independent auditors, as set forth in their report thereon that is included in the Registrant's Form 10-K for the year ended July 31, 2000. The report of KPMG LLP refers to a change in method of accounting for software developed for internal use. Such financial statements are incorporated herein by reference in reliance upon such report given upon the authority of such firm as experts in accounting and auditing.

The validity of the issuance of the shares of Common Stock offered hereby will be passed upon for the Registrant by Virginia R. Coles, Esq., Assistant General Counsel and Assistant Secretary of the Registrant. Ms. Coles is an employee of the Registrant. As of January 4, 2001, Ms. Coles held 1,856 shares of Intuit's common stock and held options to purchase 36,315 shares of Common Stock (of which 16,105 shares are exercisable within the next 60 days).

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS

As permitted by Section 145 of the Delaware General Corporation Law, the Registrant's Certificate of Incorporation includes a provision that eliminates the personal liability of its directors for monetary damages for breach or alleged breach of their duty of care. In addition, as permitted by Section 145 of the Delaware General Corporation Law, the Registrant's Bylaws provide that: (i) the Registrant is required to indemnify its directors and officers and persons serving in such capacities at the Registrant's request in other business enterprises (including, for example, subsidiaries of the Registrant), to the fullest extent permitted by Delaware law, including those circumstances in which indemnification would otherwise be discretionary; (ii) the Registrant may, in its discretion, indemnify employees and agents in those circumstances where indemnification is not required by law; (iii) the Registrant is required to advance expenses, as incurred, to its directors and officers in connection with defending a proceeding (except that it is not required to advance expenses to a person against whom the Registrant brings a claim for breach of the duty of loyalty, for an act or omission not in good faith, intentional misconduct, a

knowing violation of law or deriving an improper personal benefit from a transaction); (iv) the rights conferred in the Bylaws are not exclusive and the Registrant is authorized to enter into indemnification agreements with its directors, officers and employees; and (v) the Registrant may not retroactively amend the Bylaw provisions in a way that is adverse to such directors, officers and employees.

The Registrant's policy is to enter into indemnity agreements with each of its directors and officers that provide the maximum indemnity allowed to directors and officers by Section 145 of the Delaware General Corporation Law and the Bylaws, as well as certain additional procedural protections. In addition, the indemnity agreements provide that directors and officers will be indemnified to the fullest possible extent not prohibited by law against all expenses (including attorney's fees) and settlement amounts paid or incurred by them in any action or proceeding, by reason of their services as directors or officers of the Registrant or as directors or officers of any other company or enterprise when they are serving in such capacities at the request of the Registrant. The Registrant will not be obligated pursuant to the agreements to indemnify or advance expenses to an indemnified party with respect to proceedings or claims initiated by the indemnified party and not by way of defense, except with respect to proceedings specifically authorized by the Board of Directors or brought to enforce a right of indemnification under the indemnity agreements, the Registrant's Bylaws or any statute or law. Under the agreements, the Registrant is not obligated to indemnify the indemnified party: (i) for any expenses incurred by the indemnified party with respect to any proceeding instituted by the indemnified party to enforce or interpret the agreement, if a court of competent jurisdiction determines that each of the material assertions made by the indemnified party in such proceeding was not made in good faith or was frivolous; (ii) for any amounts paid in settlement of a proceeding unless the Registrant consents to such settlement; (iii) with respect to any proceeding or claim brought by the Registrant against the indemnified party for willful misconduct, unless a court determines that each of such claims was not made in good faith or was frivolous; (iv) on account of any suit in which judgment is rendered against the indemnified party for an accounting of profits made from the purchase or sale by the indemnified party of securities of the Registrant pursuant to the provisions of Section 16(b) of the Exchange Act and related laws; (v) on account of the indemnified party's conduct which is finally adjudged to have been knowingly fraudulent or deliberately dishonest, or to constitute willful misconduct or a knowing violation of the law; (vi) on account of any conduct from which the indemnified party derived an improper personal benefit; (vii) on account of conduct the indemnified party believed to be contrary to the best interests of the Registrant or its stockholders; (viii) on account of conduct that constituted a breach of the indemnified party's duty of loyalty to the Registrant or its stockholders; or (ix) if a final decision by a court having jurisdiction in the matter shall determine that such indemnification is not lawful.

The indemnification provision in the Bylaws, and the indemnity agreements entered into between the Registrant and its directors and officers, may be sufficiently broad to permit indemnification of the Registrant's officers and directors for liabilities arising under the Securities Act.

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The indemnity agreements require the Registrant to maintain director and officer liability insurance to the extent readily available. The Registration currently carries a director and officer liability insurance policy.

ITEM 8. EXHIBITS.

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4.01	Apps.com, Inc. 1999 Equity Incentive Plan.
4.02	Form of Incentive Stock Option Grant Agreement under the 1999 Equity Incentive Plan.
4.03	Form of Nonqualified Stock Option Grant Agreement under the 1999 Equity Incentive Plan.
4.04(1)	Registrant's Restated Certificate of Incorporation, dated January 19, 2000.
4.05(2)	Second Amended and Restated Rights Agreement, dated October 15, 1999.
4.06(3)	Bylaws of Intuit, as amended and restated effective April 29, 1998.
4.07(4)	Form of Specimen Certificate for Intuit's Common Stock.
4.08(2)	Form of Right Certificate for Series B Junior Participating Preferred Stock.

5.01	Opinion of Counsel.
23.01	Consent of Counsel (included in Exhibit 5.01).
23.02	Consent of Ernst & Young LLP, Independent Auditors.
23.03	Consent of KPMG LLP, Independent Auditors.
24.01	Power of Attorney (see page 8).

</TABLE>

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- (1) Filed as an exhibit to Intuit's Form 10-Q for the quarter ended April 30, 2000, filed with the Commission on June 14, 2000 and incorporated by reference.
- (2) Filed as an exhibit to Intuit's Registration Statement on Form S-8 (File No. 333-92503) filed with the Commission on December 10, 1999, and incorporated by reference.
- (3) Filed as an exhibit to Intuit's Form 8-K filed with the Commission on May 5, 1998 and incorporated by reference.
- (4) Filed as an exhibit to Intuit's Form 10-K for the fiscal year ended July 31, 2000, filed with the Commission on October 13, 2000 and incorporated by reference.

ITEM 9. UNDERTAKINGS

The undersigned Registrant hereby undertakes:

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- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:
 - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act;
 - (ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;
 - (iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement; provided, however, that paragraphs (1)(i) and (1)(ii) above do not apply if the Registration Statement is on Form S-3 or Form S-8 or Form F-3, and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.
- (2) That for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered, which remain, unsold at the termination of the offering.

The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Sections 13(a) or 15(d) of the Exchange Act, (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement

relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the provisions described in Item 6 hereof, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered hereby, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

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SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Mountain View, State of California, on January 4, 2001.

INTUIT INC.

By: /s/ GREG J. SANTORA

Greg J. Santora
Senior Vice President and
Chief Financial Officer

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POWER OF ATTORNEY

By signing this Form S-8 below, I hereby appoint each of Stephen M. Bennett and Greg J. Santora as my true and lawful attorneys-in-fact and agents, in my name, place and stead, to sign any and all amendments (including post-effective amendments) to this Form S-8 registration statement on my behalf, and to file this Form S-8 registration statement (including all exhibits and other documents related to the Form S-8 registration statement) with the Securities and Exchange Commission. I authorize each of my attorneys-in-fact to (1) appoint a substitute attorney-in-fact for himself and (2) perform any actions that he believes are necessary or appropriate to carry out the intention and purpose of this Power of Attorney. I ratify and confirm all lawful actions taken directly or indirectly by my attorneys-in-fact and by any properly appointed substitute attorneys-in-fact. Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

PRINCIPAL EXECUTIVE OFFICER:

<TABLE>

<S>	<C>	<C>
/s/ STEPHEN M. BENNETT	Chief Executive Officer,	January 4, 2001
- -----	President and Director	
Stephen M. Bennett		

PRINCIPAL FINANCIAL OFFICER AND
PRINCIPAL ACCOUNTING OFFICER:

/s/ GREG J. SANTORA	Senior Vice President	January 4, 2001
- -----	And Chief Financial Officer	
Greg J. Santora		

ADDITIONAL DIRECTORS:

/s/ CHRISTOPHER W. BRODY	Director	January 4, 2001
- -----		
Christopher W. Brody		

/s/ WILLIAM V. CAMPBELL Director January 4, 2001

 William V. Campbell

/s/ SCOTT D. COOK Director January 4, 2001

 Scott D. Cook

----- Director January ____, 2001
 L. John Doerr

/s/ DONNA L. DUBINSKY Director January 4, 2001

 Donna L. Dubinsky

/s/ MICHAEL R. HALLMAN Director January 4, 2001

 Michael R. Hallman
 </TABLE>

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<TABLE>
 <S> <C> <C>
 /s/ WILLIAM H. HARRIS, JR. Director January 4, 2001

 William H. Harris, Jr.
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EXHIBIT INDEX

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APPS.COM, INC.

1999 EQUITY INCENTIVE PLAN

This Plan (this "Plan") of Apps.com, Inc. (the "Company") provides that awards ("Awards") of Options or Restricted Stock (both as hereinafter defined) for up to 1,060,000 shares (the "Shares") of the Company's Common Stock, \$0.01 par value per share (the "Stock"), may be granted to employees of the Company and its subsidiaries, as defined below, and to others who are in a position to make significant contributions to the success of the Company and its subsidiaries ("Participants"). Options granted pursuant to this Plan may be either incentive stock options ("Incentive Options") as defined in Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"), or options that are not Incentive Options ("Nonqualified Options"), or both (collectively, "Options"). "Restricted Stock" means Shares awarded to a Participant under Section 9 of this Plan pursuant to an Award that entitles the Participant to acquire Shares for a purchase price (which may be zero if permissible under applicable law).

1. PURPOSE. The purposes of this Plan are to attract, retain and motivate employees and others who are in a position to contribute significantly to the success of the Company, its parent and subsidiaries (if any), to reward such contributions, and to encourage Participants to advance the long term interests of the Company and its subsidiaries through ownership of the Company's Stock.

2. ADMINISTRATION.

(a) Board of Directors. The Plan shall be administered by the Board of Directors of the Company (the "Board"). The Board, subject to the express provisions of this Plan, shall determine those persons to be granted Awards, the times when Awards shall be granted, the number of Shares subject to each Award, and the terms and conditions of each Award, including whether each Award is an Incentive Option, a Nonqualified Option or Restricted Stock. The terms and conditions of an Award shall be set forth in a written agreement (an "Award Agreement") approved by the Board and delivered or made available to the Participant as soon as practicable following the effective date of such Award as specified by the Board and set forth in the Award Agreement (the "Grant Date"). An Option granted pursuant to this Plan shall be presumed to be a Nonqualified Option unless expressly designated an Incentive Option in the applicable Award Agreement. The Board shall establish the form of agreements or instruments granting Awards and any other agreements or instruments under this Plan, and the rules and regulations for the administration of this Plan, and may amend and rescind such agreements, instruments, rules and regulations. Notwithstanding the foregoing, the Board may accelerate (i) the vesting or payment of any Award (including an Incentive Stock Option), (ii) the lapse of restrictions on any Award (including an Award of Restricted Stock) and (iii) the date on which any Option first becomes exercisable. The Board shall interpret this Plan and decide any questions and settle all controversies and disputes that may arise in connection with this Plan, and such determinations of the Board shall be conclusive and shall bind all parties. Subject to Section 17, the Board may, both generally and in particular instances, waive compliance by a Participant with any obligation to be performed under an Award and waive any condition or provision of an Award, except that in the case of an Incentive Option the Board may not (other than in accordance with Section 5) grant any such waiver if such waiver would cause the Incentive Option to no longer qualify as an Incentive Option under Section 422 of the Code.

(b) Committee. The Board may, in its discretion, delegate its powers with respect to this Plan to a committee of the Board (the "Committee"), in which event all references to the Board hereunder shall be deemed to refer to the Committee. The Committee shall be appointed by the Board and shall be composed solely of two or more directors. A majority of the members of the Committee shall constitute a quorum, and all determinations of the Committee shall be made by a majority of its members. Any

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determination of the Committee under this Plan may be made without notice or meeting of the Committee by a writing signed by all of the members of the Committee.

(c) Public Company Committee. From and after the date of the first registration of an equity security of the Company under Section 12 of the Securities and Exchange Act of 1934, as amended (the "Exchange Act"), if the Board shall elect to delegate its powers with respect to this Plan to a Committee pursuant to the provisions of Subsection (b) above, the Committee shall be composed solely of two or more directors, each of whom shall be a "Non-Employee Director", as such term is defined from time to time in Rule 16b-3

promulgated under the Exchange Act, and each of whom shall be an "outside director" within the meaning of Section 162(m) of the Code.

3. EFFECTIVE DATE AND TERM. This Plan shall become effective upon adoption by the Board or approval by the stockholders by at least a majority vote at a duly held meeting (or by written consent as provided by applicable law), whichever is earlier, but shall not become effective unless stockholder approval is obtained within twelve (12) months before or after the adoption of this Plan by the Board. The Board may grant Awards under this Plan prior to such approval, but any such Award shall become effective as of the date of grant only upon such approval and, accordingly, no such Award may be exercisable prior to such approval. This Plan shall terminate ten years after its effective date.

4. SHARES SUBJECT TO THE PLAN. The Shares shall be reserved for issuance upon the exercise of Options granted, or the issuance Shares of Restricted Stock awarded, under this Plan. Shares subject to an Option which expires or is terminated, and Shares of Restricted Stock forfeited by a Participant or repurchased by the Company, may again be subjected to an Award under this Plan. Shares delivered under this Plan may be authorized but unissued Stock or treasury Stock. No fractional Shares shall be issued under this Plan. Any fractional Shares which, but for this Section, would have been issued shall be deemed to have been issued and immediately sold to the Company for their Fair Market Value, and the Participant shall receive from the Company cash in lieu of such fractional Shares.

5. CHANGES IN CAPITAL STOCK. In the event of a stock dividend, stock split or combination of shares, recapitalization or other change in the Company's capital stock, the number and kind of shares of stock or securities of the Company subject to Awards then outstanding or subsequently granted under this Plan, the maximum number of shares or securities that may be delivered under this Plan, the exercise price, and other relevant provisions shall be adjusted appropriately in a manner determined by the Board to be equitable, whose determination shall be binding. The Board may also adjust the number of Shares subject to outstanding Awards, the exercise price of outstanding Awards and the terms of outstanding Awards to take into consideration material changes in accounting practices or principles, consolidations or mergers, acquisitions or dispositions of stock or property or any other event if it is determined by the Board that such adjustment is appropriate to avoid distortion in the operation of this Plan, provided that no such adjustment shall be made in the case of an Incentive Option if it would constitute a modification, extension or renewal of the Option within the meaning of Section 424(h) of the Code, unless the Participant consents. If any person owning Restricted Stock receives new or additional or different securities in connection with a corporate transaction or stock dividend described in this Section 5 as a result of owning such Restricted Stock, such securities shall be subject to all of the conditions and restrictions applicable to the Restricted Stock with respect to which such securities were issued. Notwithstanding any provision to the contrary, no adjustments shall be made pursuant to this Section 5 with respect to Incentive Options unless the Board, after consulting with counsel for the Company, determines that (i) such adjustments would not constitute a modification, "extension" or "renewal" of such Incentive Options as such terms are defined in Section 424 of the Code, and (ii) either that such adjustments would not cause any adverse tax consequences for the holders of such Incentive Options or the holders of such Incentive Options consent to the adjustment. No adjustments to Incentive Options shall be made for dividends paid in cash or in property other than securities of the Company.

6. ELIGIBILITY. All employees of the Company and its subsidiaries, as well as those other persons or entities who, in the opinion of the Board, are in a position to contribute significantly to

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the success of the Company, its parent or subsidiaries (if any), including, without limitation, nonemployee Directors, consultants, advisers, independent contractors, and other service providers, shall be eligible to receive Awards under this Plan. A "subsidiary" for purposes of this Plan shall be a subsidiary corporation as defined in Section 424(f) of the Code. Incentive Options shall be granted only to "employees" as defined in the applicable provisions of the Code and regulations thereunder. Receipt of Awards under this Plan or of awards under any other employee benefit plan of the Company or any of its subsidiaries shall not preclude an employee from receiving Awards or additional Awards under this Plan. In granting Awards the Board may include or exclude previous participants in this Plan as the Board may determine.

7. PROVISIONS APPLICABLE TO OPTION AWARDS.

(a) Number of Shares. The aggregate fair market value (determined as of the time of grant) of the Shares with respect to which Incentive Options are exercisable for the first time by an employee during any calendar year (under this Plan and all other stock option plans of the Company or its subsidiaries or any parent corporation) shall not exceed \$100,000.

(b) Exercise Price. The exercise price of each Award shall be

determined by the Board but, in the case of an Incentive Option, shall not be less than 100% (110% in the case of an Incentive Option granted to a ten-percent stockholder) of the fair market value of the stock subject to the Option on the date of grant; nor shall the exercise price of any Award be less, in the case of an original issue of authorized stock, than par value. For this purpose, (i) "fair market value" shall be determined by the Board in good faith on a basis consistent with the provisions of Section 422 of the Code and the regulations promulgated thereunder, and (ii) "ten percent stockholder" shall mean any employee who at the time of grant owns directly, or is deemed to own by reason of the attribution rules set forth in Section 424(d) of the Code, more than 10% of the total combined voting power of all classes of stock of the Company or of any of its parent or subsidiary corporations.

(c) Duration, Vesting and Conditions of Exercise. Each Option shall be exercisable during such period or periods as the Board may determine, but in no case after the expiration of ten years (five years in the case of an Incentive Option granted to a "ten percent stockholder" as defined in (b) above) from the date of grant. In the discretion of the Board, options may be exercisable (i) in full upon grant or (ii) over or after a period of time conditioned on satisfaction of certain Company, division, group, office, individual or other performance criteria, including the continued performance of services to the Company or its subsidiaries. In the case of an Option not immediately exercisable in full, the Board may at any time accelerate the time at which all or any part of the Option may be exercised.

8. EXERCISE OF OPTIONS. Any exercise of an Option shall be in writing pursuant to a written instrument in the form prescribed by the Board, signed by the proper person and delivered to the Company, accompanied by (a) such documents as may be required by this Plan, by such written instrument, or by the Board, and (b) payment as required by such written instrument for the number of Shares for which the Option is exercised. In addition, each exercise of an Option shall be subject to such additional conditions as may be required by the Board, including without limitation those described in Section 10 of this Plan. No exercise of an Option shall be effective, and the Company shall not be obligated to deliver any Shares, until all requirements and conditions for exercise have been met to the satisfaction of the Board.

9. PROVISIONS APPLICABLE TO RESTRICTED STOCK AWARDS

(a) Awards of Restricted Stock. The Board may award Shares of Restricted Stock, subject to such conditions as the Board may determine to be appropriate (including a Company right during a specified period or periods (the "Restricted Period") to repurchase the Shares at their original purchase price or to require forfeiture of the Shares if the purchase price was zero and if permissible under applicable law), and in connection therewith may determine the purchase price, if any, therefor, the length of any Restricted Period, the conditions under which the Shares may be forfeited to or repurchased by the Company, and any other terms and conditions

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of the Awards. The Board may modify or waive any restrictions, terms and conditions with respect to any Restricted Stock. Shares of Restricted Stock may be issued for whatever consideration is determined by the Board, subject to applicable law.

(b) Transferability. Shares of Restricted Stock may not be sold, assigned, transferred, pledged or otherwise encumbered, except as permitted by the Board, during the Restricted Period.

(c) Evidence of Award. Shares of Restricted Stock shall be evidenced in such manner as the Board may determine. Any certificates issued in respect of Shares of Restricted Stock shall be registered in the name of the Participant and, unless otherwise determined by the Board, deposited by the Participant, together with a stock power endorsed in blank, with the Company. At the expiration of the Restricted Period, the Company shall deliver the certificates and stock power to the Participant.

(d) Shareholder Rights. A Participant shall have all the rights of a shareholder with respect to Restricted Stock awarded, including voting and dividend rights, unless otherwise provided in the Award Agreement.

10. CONDITIONS TO ISSUANCE OF SHARES. Except as waived by the Board in a particular case, all the following conditions shall be complied with as a condition to the issuance of Shares under this Plan:

(a) Legal and Regulatory Matters. The delivery of Shares shall be subject to (i) compliance with applicable federal and state laws and regulations, (ii) if the outstanding Shares are listed at the time on any stock exchange, compliance with the listing requirements of such exchange and (iii) the Company's counsel's approval of all other legal matters in connection with the issuance and delivery of the Shares. If the sale of the Shares has not been registered under the Securities Act, the Company may require, as a condition to delivery of the Shares, such representations or agreements as counsel for the

Company may consider appropriate to avoid violation of such Act and may require that the certificates evidencing the Shares bear an appropriate legend restricting transfer.

(b) Listing and Registration of Shares. If at any time the Board shall determine that the listing, registration or qualification of the Shares covered by any Award upon any securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory body, is necessary or desirable as a condition of or in connection with the granting of such Award or the issuance or purchase of Shares thereunder, such Award may not be exercised in whole or in part unless and until such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Board.

(c) Tax Undertakings. In the case of an Award that is not an Incentive Option, the Board may require the Participant to remit to the Company an amount sufficient to satisfy any federal, state or local withholding tax requirements (or make other arrangements satisfactory to the Company with regard to such taxes, including withholding from regular cash compensation, providing other security to the Company, or remitting or foregoing the receipt of property, including Stock, having a fair market value (as determined by the Board in good faith in its discretion) on the date of exercise sufficient to meet such potential liability) prior to the delivery of any Shares in respect of such Award. In the case of an Incentive Option, if at the time the Option is exercised the Board determines that under applicable law and regulations the Company could be liable for the withholding of any federal or state tax with respect to a disposition of the Shares received upon exercise, the Board may require the Participant to agree (i) to inform the Company promptly of any disposition (within the meaning of Section 424(c) of the Code and the regulations thereunder) of Shares received upon exercise, and (ii) to give such security as the Board deems adequate to meet the potential liability of the Company for the withholding of tax, and to augment such security from time to time in any amount reasonably deemed necessary by the Board to preserve the adequacy of such security.

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(d) Evidence of Authority. If an Option is exercised by the legal representative of a deceased Participant or by a person to whom the Option has been transferred by the Participant's will or by applicable laws of descent and distribution, the Company shall not be obligated to deliver Shares until satisfied as to the authority of the person exercising the Option.

(e) Restrictions on Transfer of Stock. If the sale of Shares has not been registered under the Securities Act of 1933, as amended, or under applicable state securities laws, the Company may require, as a condition to issuance of Shares, such representations or agreements from the Participant as counsel for the Company may consider appropriate to avoid violation of such Act or such state securities laws and may require that the certificates evidencing such Shares bear an appropriate legend restricting transfer. In addition, the Board may require as conditions to the issuance of any Shares that the Participant agree in writing to (i) restrictions on the transfer of Shares, (ii) a right of first refusal of the Company to repurchase Shares in the event the holder desires to sell such Shares, and (iii) a right of the Company to repurchase Shares in the event of termination of employment or death or disability. Such restrictions and rights on the part of the Company shall be identified in the Award Agreement.

11. PAYMENT FOR SHARES.

(a) Exercise Price. The price for Shares issued in respect of an Award shall be paid prior to delivery of evidence thereof, and may be paid as follows: (i) in cash or by certified check, bank draft or money order payable to the order of the Company; (ii) if permitted by the terms of the Award Agreement, by the delivery of shares of Stock having a fair market value (as determined by the Board in good faith in its reasonable discretion) on the date of exercise equal to the exercise price; or (iii) by a combination of cash and Stock; provided, however, that payment of the exercise price by delivery of shares of Common Stock of the Company owned by such Participant may be made only if such payment does not result in a charge to earnings for financial accounting purposes as determined by the Board, unless the Board otherwise permits such payment by delivery of shares of Common Stock.

(b) Promissory Note. To the extent permitted by any applicable margin regulations of the Board of Governors of the Federal Reserve System and other provisions of applicable law, an Award Agreement may permit the price for Shares to be paid by payment of at least the par value by a combination of cash and Stock as provided above, and delivery to the Company of the Participant's promissory note for the balance of the price. Unless otherwise specified by the Board in the Award Agreement, such note (i) shall bear interest at least equal to the Applicable Federal Rate, as determined under Section 1274(d) of the Code and published by the Internal Revenue Service on a monthly basis, in effect for the month of purchase, (ii) shall be a full recourse note, (iii) shall be secured by a pledge of the Shares so purchased, and (iv) shall be payable in

equal annual installments of principal and interest over a period of not more than five years after the date of purchase (except that any such note shall be payable on demand in the event of termination of employment). Any such promissory note shall be in a form satisfactory to the Company.

12. NO RIGHTS AS STOCKHOLDER. Participants shall not have the rights of stockholders with regard to Options granted under this Plan, except as to Shares actually purchased pursuant to such Options.

13. NONTRANSFERABILITY OF OPTIONS. Each Option granted under this Plan shall be transferable only by will or the laws of descent and distribution and shall be exercisable during the lifetime of the person to whom the Option is granted only by such person. Except as permitted by the preceding sentence, no Option granted under this Plan or any of the rights and privileges thereby conferred shall be transferred, assigned, pledged, hypothecated or otherwise disposed of in any way (by operation of law or otherwise), and no such Option, right or privilege shall be subject to execution, attachment or similar process. Upon any attempt to so transfer, assign, pledge, hypothecate or otherwise dispose of any such Option, right or privilege contrary to the provisions hereof, or upon the levy of any attachment or similar process upon such Option, right or privilege, the Option and such rights and

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privileges shall immediately become null and void. Notwithstanding the above provisions of this Section 13, any Option granted under this Plan may be pledged or hypothecated to secure an obligation to the Company.

14. TERMINATION OF EMPLOYMENT; DEATH OR DISABILITY.

(a) Termination In General. Upon termination of the employment of a Participant, any unexercised Options shall terminate immediately, except as provided in Subsections (b), (c) and (d) below. For purposes of this Section 14, employment shall not be considered terminated (i) in the case of sick leave or other bona fide leave of absence approved for purposes of this Plan by the Board, so long as the employee's right to re-employment is guaranteed either by statute or by contract, or (ii) in the case of a transfer of employment among the Company and its parent or subsidiaries (if any), or to the employment of a corporation (or a parent or subsidiary corporation of such corporation) issuing or assuming an Option, which in the case of an Incentive Option is a transaction to which Section 424(a) of the Code applies. For all purposes of this Section 14, the term "employment" shall include the continuing relationships of Participants to the Company as Directors, consultants, advisers, independent contractors and other service providers; provided, however, that notwithstanding the foregoing, in the discretion of the Board, the Award Agreement granting Options to any of the foregoing persons may provide that the Option may remain in force and effect notwithstanding the termination of the relationship between any such person and the Company.

(b) Termination Not For Cause. If such termination was not "for cause" (as hereinafter defined), the Participant may exercise any Option which was otherwise exercisable on the date of termination for a period ending on the earlier of (i) the expiration of three months after the date of such termination, (ii) the expiration date of such Option as fixed pursuant to the first sentence of Section 7(c), and (iii) the termination of such Option pursuant to the provisions of Section 15. For purposes hereof, the term "for cause" shall mean only (i) the willful or reckless failure by the Participant to perform his duties under, or willful or reckless violation of, any written employment or consulting agreement (other than a failure resulting from the Participant's death or disability), which failure or violation shall not have been cured within the cure period, if any, provided in such agreement; (ii) the commission by the Participant of an act of fraud or theft against the Company or any of its subsidiaries; or (iii) the conviction of the Participant of (or the plea by the Participant of nolo contendere to) any felony.

(c) Death. If termination of employment results from the Participant's death, any Option which was otherwise exercisable by such Participant as of the time immediately before his or her death shall be exercisable by the Participant's estate or by any person who acquired the Option by bequest or inheritance for a period ending on the earlier of (i) one year after the death of the Participant, (ii) the expiration date of such Option as fixed pursuant to the first sentence of Section 7(c), and (iii) the termination of such Option pursuant to the provisions of Section 15. The Board may permit any Option to be exercised for up to the total number of Shares subject to the Option, or grant an Option which by its terms is exercisable for up to the total number of Shares subject to the Option, at any time within one year after the death of the Participant, consistent with the above provisions.

(d) Disability. If the termination of employment results from the Participant's disability, any Option which was otherwise exercisable by such Participant immediately prior to the termination of his employment shall be exercisable by him or her (or his or her legal representative) for a period ending on the earlier of (i) one year after such termination, (ii) the expiration date of such Option as fixed pursuant to the first sentence of

Section 7(c), and (iii) the termination of such Option pursuant to the provisions of Section 15. The Board may permit any Option to be exercised for up to the total number of Shares subject to the Option, or grant an Option which by its terms is exercisable for up to the total number of Shares subject to the Option, at any time within one year after termination of employment, consistent with the above provisions. The term "disability" shall for this purpose be defined as such term is defined in Section 22(e) (3) of the Code.

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15. REORGANIZATIONS; DISSOLUTION.

(a) Substitute Options. If by reason of a corporate merger, consolidation, acquisition of property or stock, separation, reorganization, or liquidation the Board shall authorize the issuance or assumption of a stock option in a transaction to which Section 424(a) of the Code applies, then, notwithstanding any other provision of this Plan, the Board may grant an option upon such terms and conditions as it may deem appropriate for the purpose of assumption of the old option, or substitution of a new option for the old option, in conformity with the provisions of said Section 424(a) of the Code and the Regulations thereunder, and any such option shall not reduce the number of shares otherwise available for issuance under this Plan.

(b) Termination of Options. In the event of a Change in Control of the Company (as defined in subsection (c), below), and in anticipation thereof if required by the circumstances, the Board, in its sole discretion, may (i) accelerate the exercisability, prior to the effective date of such Change in Control, of all outstanding Options granted under this Plan (and redesignate as Nonqualified Options any Options or portions thereof that were originally designated as Incentive Options but that no longer so qualify under Section 422 of the Code), (ii) arrange, if there is a surviving or acquiring corporation, subject to the consummation of a Change of Control, to have that corporation or an affiliate of that corporation grant to employees and other Participants replacement options with substantially similar or, if not adverse to the Participants, different provisions with respect to exercisability (upon which grant the Options granted under this Plan shall immediately terminate and be of no further force or effect) which, however, in the case of Incentive Options, satisfy, in the determination of the Board, the requirements of Section 424(a) of the Code, (iii) cancel all outstanding Options in exchange for consideration in cash or in kind in an amount equal to the value of the Shares, as determined by the Board in good faith, the Participant would have received had the Option been exercised (to the extent then exercisable or to a greater extent, including in full, as the Board may determine) less the Option price therefor (upon which cancellation such Options shall immediately terminate and be of no further force or effect), (iv) permit the purchaser of the Company's stock or assets to deliver to the Participants the same kind of consideration that is delivered to the stockholders of the Company in cancellation of such Options in an amount equal to the value of the Shares, as determined by the Board in good faith, the Participant would have received had the Option been exercised (to the extent then exercisable or to a greater extent, including in full, as the Board may determine), less the Option price therefor, or (v) take any combination (or none) of the foregoing actions.

(c) Definition of "Change of Control". For purposes of this Plan, a "Change in Control" shall mean and include any of the following:

(i) a merger or consolidation of the Company with or into any other corporation or other business entity in which the Company is the surviving corporation (except one in which the holders of capital stock of the Company immediately prior to such merger or consolidation continue to hold at least a majority of the outstanding securities having the right to vote in an election of the Board of Directors ("Voting Stock") of the Company); or any such merger or consolidation in which the Company is not the surviving corporation;

(ii) a sale, lease, exchange or other transfer (in one transaction or a related series of transactions) of all or substantially all of the Company's assets;

(iii) the acquisition by any person or any group of persons (other than the Company, any of its direct or indirect subsidiaries, or any trustee, fiduciary or other person or entity holding securities under any employee benefit plan or trust of the Company or any of its direct or indirect subsidiaries) acting together in any transaction or related series of transactions, of such number of shares of the Company's Voting Stock as causes such person, or group of persons, to own beneficially, directly or indirectly, as of the time immediately after such transaction or series of transactions, 50% or more of the combined voting power of the Voting Stock of the Company other than as a result of an acquisition of

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securities directly from the Company, or solely as a result of an acquisition of securities by the Company which by reducing the number of shares of the Voting

Stock outstanding increases the proportionate voting power represented by the Voting Stock owned by any such person to 50% or more of the combined voting power of such Voting Stock; and

(iv) a change in the composition of the Company's Board of Directors following a tender offer or proxy contest, as a result of which persons who, immediately prior to a tender offer or proxy contest, constituted the Company's Board of Directors shall cease to constitute at least a majority of the members of the Board of Directors.

(d) Dissolution or Liquidation. Upon the dissolution or liquidation of the Company, all outstanding Options granted under this Plan shall terminate, but each Participant shall have the right, immediately prior to such dissolution or liquidation, to exercise his or her Options to the extent then exercisable.

16. EMPLOYMENT RIGHTS AND OTHER BENEFITS. Neither the adoption of this Plan nor the grant of Awards shall confer upon any employee any right to continued employment with the Company or any parent or subsidiary or affect in any way the right of the Company or such parent or subsidiary to terminate the employment of an employee at any time. Except as specifically provided by the Board in any particular case, the loss of existing or potential profit in Awards granted under this Plan shall not constitute an element of damages in the event of termination of the employment of an employee even if the termination is in violation of an obligation of the Company to the employee by contract or otherwise. Nothing in this Plan shall restrict the authority of the Board to grant stock options or to award bonuses or other benefits to employees or others otherwise than pursuant to this Plan. For purposes of this Section 16, the term "employee" shall include those persons granted Awards pursuant to this Plan who are not employees of the Company, and the term "employment" shall include the arrangement or relationship between the Company and any such person.

17. DISCONTINUANCE, CANCELLATION, AMENDMENT AND TERMINATION. The Board may at any time abandon this Plan or discontinue granting Awards under this Plan. With the consent of the Participant, the Board may at any time modify or cancel an existing Option in whole or in part and grant another Option for such number of shares as the Board specifies. The Board may at any time amend this Plan for the purpose of satisfying the requirements of Section 422 of the Code or of any changes in applicable laws or regulations or for any other purpose which may at the time be permitted by law, or may at any time terminate this Plan as to any further grants of Awards, provided that (except to the extent expressly required or permitted herein above) no such amendment shall, without the approval of the stockholders of the Company by at least a majority vote at a duly held meeting (or by written consent as provided by applicable law), (a) increase the maximum number of shares for which Awards may be granted under this Plan, (b) change the group of employees eligible to receive Awards under this Plan, (c) reduce the price at which Incentive Options may be granted, (d) extend the time within which Awards may be granted, (e) alter this Plan in such a way that Incentive Options already granted hereunder would not be considered Incentive Options under Section 422 of the Code, (f) amend the provisions of this Section 17, or (g) make any other change in this Plan which requires stockholder approval under applicable law or regulations, including any approval requirement which is a prerequisite for exemptive relief under Section 16 of the Exchange Act. The termination or any modification or amendment of this Plan shall not adversely affect the rights of any Participant under any Award previously granted without his or her consent.

18. COMPLIANCE WITH RULE 16b-3. It is intended that the provisions of this Plan and any Option granted hereunder to a person subject to the reporting requirements of Section 16(a) of the Exchange Act shall comply in all respects with the terms and conditions of Rule 16b-3 promulgated under the Exchange Act or any successor provisions thereto. Any Award Agreement granting Options shall contain such provisions as are necessary or appropriate to assure such compliance. To the extent that any provision hereof is found not to be in compliance with such Rule, such provision shall be deemed to be

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modified so as to be in compliance with such Rule or, if such modification is not possible, shall be deemed to be null and void, as it relates to a recipient subject to Section 16(a) of the Exchange Act.

ADOPTED by the Board of Directors of Apps.com, Inc. as of the 17th day of November, 1999.

APPROVED by the stockholders of Apps.com, Inc. as of the 17th day of November, 1999.

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Apps.com, Inc.

Incentive Stock Option Grant Agreement under the
1999 Equity Incentive Plan

Number of Shares: _____
Date of Grant: _____

Apps.com, Inc., a Delaware corporation (the "Corporation"), hereby grants to _____ (the "Participant"), as of the date stated above, an option (the "Option") to purchase the number of shares stated above (the "Shares") of the Corporation's Common Stock no par value (the "Common Stock"), pursuant to the Corporation's 1999 Equity Incentive Plan (the "Plan"), a copy of which is attached hereto and is incorporated herein in its entirety by this reference.

The Participant hereby accepts the Option, subject to the terms and conditions set forth in the Plan as fully as if they were set forth herein, and to the following additional terms and conditions:

1. Type of Option. It is intended that the Option be an "incentive stock option" within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code").

2. Exercise Price. The price at which Shares may be purchased pursuant to the Option is \$ per share.

3. Option Period. The Option expires ten years from the date of grant, as set forth above. The Participant should take special note that the Option may be terminated early by certain events including termination of employment, disability or death, as provided in the Plan.

4. Vesting of Right to Exercise. During the period commencing on the date of grant and continuing until the date that is one year from the date of grant (the "Anniversary Date"), the Option shall not be exercisable to any extent. Commencing on the first day following the Anniversary Date and during the ensuing month, the Option may be exercised for not more than one-quarter (1/4) of the Shares. Thereafter, on the last day of such ensuing month and on the last day of each of the thirty-six (36) months thereafter, the Option may be exercised (to the extent not already exercised) for not more than an additional one-forty-eighth (1/48) of the Shares. Thereafter, and for the duration of the Option, the Option may be exercised in full. [In the event that there is a "Change of Control" of the Company (as such term is defined in the Plan), then, immediately prior to the consummation of such Change of Control, the Option shall become exercisable for such additional number of Shares as shall be equal to the number of Shares which would have vested over the next twelve (12) months but for the occurrence of the Change of Control. Such number of Shares for which the Option shall become exercisable by reason of a Change in Control shall be in addition to the number of Shares for which the Option is then exercisable as calculated pursuant to the first sentence of this Section 4.]

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5. Exercise. (a) The Option may be exercised from time to time with respect to all or any part of the Shares as to which it is exercisable at the time; provided, however, that it may not be exercised as to less than ten percent of the Shares at any one time, except with respect to the remaining Shares then purchasable under the Option, if less than ten percent of the Shares. No fractional Shares may be purchased except in combination with a fraction or fractions under another presently exercisable option or options granted under the Plan, and then only to the extent that such combination equals a full Share.

(b) To exercise the Option, the Participant (or other person exercising the Option) must deliver to the Corporation the following:

1. a completed and signed notice of exercise, in the form of Attachment A hereto, stating the number of Shares to be purchased. If the Option is being exercised by a person other than the Participant, the notice of exercise must be accompanied by proof of the right of such person to exercise the Option and such other pertinent information as the Corporation deems necessary;

2. two (2) signed Stock Restriction Agreements (the "Stock Restriction Agreement"), in the form attached hereto as Attachment B, and such other agreements, instruments or documents as the Company may reasonably require to comply with the requirements of the Securities Act of 1933, as amended, or any applicable state securities laws. The shares purchased pursuant to exercise of the Option shall be subject to the restrictions and limitations set forth in such agreements; and

3. payment in full of the exercise price for the Shares being purchased (i) in cash or by certified check, bank draft or money order made payable to the order of the Company, (ii) by delivery of shares of Common Stock having a fair market value (as determined by the Board in good faith in its reasonable discretion) on the date of exercise equal to the exercise price, (iii) by a combination of cash and Common Stock, or (iv) if previously approved by the Board, by a combination of cash, Common Stock and a promissory note in accordance with the terms of the Plan; provided, however, that payment of the exercise price by delivery of shares of Common Stock of the Company already owned by the Participant may be made only if such payment does not result in a charge to earnings for financial accounting purposes as determined by the Board (unless otherwise permitted by the Board).

In addition, the exercise of an Option shall be subject to satisfaction of all conditions the Board may impose on the exercise of such Option pursuant to this Agreement or the Plan, and any such exercise shall be effective only after all such conditions have been satisfied.

6. No Rights as Stockholder. The Participant (or any other person entitled to exercise the Option) shall not be entitled to any rights as a stockholder of the Corporation with respect to any Shares covered by the Option until such Shares shall have been registered on the stock transfer books of the Corporation in the name of the Participant (or such other person).

7. Notice of Premature Disposition. If, within two years from the date of grant or within one year after the transfer of Shares to the Participant upon exercise of the Option, the Participant makes a disposition (as defined in Section 424(c) of the Code) of any Shares, the Participant shall notify the Clerk of the Corporation within 10 days after such disposition.

8. Compliance with Laws, Regulations and Rules. The Plan, this Agreement, the Option and the obligation of the Corporation to sell and deliver the Shares upon exercise of the Option are and shall be subject to (a) all applicable laws, government regulations and rules and (b) all applicable regulations and rules adopted by the Board in accordance with the Plan. If at any time the Board determines in its discretion that the listing, registration or qualification, on any securities exchange or under any federal or state law, of the Shares deliverable upon exercise of the Option, or the consent or approval of any regulatory body, or compliance with any law, rule or regulation, is necessary or desirable as a condition of, or in connection with, the delivery or purchase of Shares, then exercise of the Option shall not be effective

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unless such listing, registration, qualification, consent, approval or compliance shall have been effected or obtained free of any conditions not acceptable to the Board.

9. Legend on Certificates. Each certificate representing the Shares shall bear restrictive legends referring to the restrictions on transfer and repurchase rights of the Company contained in the Stock Restriction Agreement and the restrictions on transfer imposed by the Securities Act of 1933, as amended, and any applicable exemption therefrom pursuant to which the Shares may be issued.

10. No Employment Rights. Nothing in the Plan, the Option or this Option Agreement confers upon the Participant any right to continued employment or interferes with the right of the Corporation to terminate the Participant's employment.

11. Taxes. As a condition of issuance of Shares under this Option, the Participant agrees that, if at the time the Option is exercised the Board determines that under applicable law and regulations the Corporation could be liable for the withholding of any federal or state tax with respect to a disposition of the Shares received upon exercise, the Board may require the Participant to give, or to agree to give, such security as the Board deems adequate to meet the potential liability of the Corporation for the withholding of tax, and to augment such security from time to time in any amount reasonably deemed necessary by the Board to preserve the adequacy of such security.

12. Definition. As used in this Agreement, the term "Corporation" shall include any subsidiary or parent of the Corporation as defined in Sections 424(e) and (f) of the Code.

13. Amendments. The Board may at any time or times amend the Plan or the

Option for the purpose of satisfying the requirements of any changes in applicable laws or regulations or for any other purpose which at the time may be permitted by law. No termination or amendment of the Plan or amendment of the Option shall, without the Participant's consent, adversely affect the Participant's rights under the Option.

14. Consistency with Plan. If there is any inconsistency between the provisions of this Agreement and the provisions of the Plan, the latter shall control.

Apps.com, Inc.

By _____

Name: Justin Fielding
Title: President and CEO

Participant

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Attachment A
Form of Exercise of Stock Option
(To be completed and signed only on exercise of Option)

I hereby exercise the stock option (the "Option") granted by Apps.com, Inc. (the "Corporation") to me on _____, _____, subject to all the terms and provisions thereof as contained in the Incentive Stock Option Grant Agreement of the same date signed by me concerning such Option and in the Apps.com Inc. 1999 Equity Incentive Plan referred to therein, and notify you of my desire to purchase _____ Shares pursuant to the Option.

Enclosed is my check in the sum of \$ _____ in full payment for such Shares and applicable withholding taxes.

I also enclose completed and signed duplicate Stock Restriction Agreements in the required form.

DATED: _____, _____.

Signature:

Name: _____

ATTACHMENT B

Apps.com, Inc.

Stock Restriction Agreement

AGREEMENT (this "Agreement"), dated as of _____, by and between Apps.com, Inc., a Delaware corporation (the "Company"), and _____ (the "Stockholder"), who is purchasing _____ shares of the Company's Common Stock pursuant to an award of Restricted Stock or pursuant to exercise of an option (the "Option") under the Company's 1999 Equity Incentive Plan (the "Plan") (such shares of Common Stock presently owned and any additional shares which the Stockholder may acquire upon exercise of the Option or otherwise being hereinafter collectively called the "Shares").

WHEREAS, at or prior to the date this Agreement, the Stockholder has purchased all or a portion of the Shares; and

WHEREAS, the Company and the Stockholder believe it is in the best interests of the Company and of the Stockholder that certain restrictions be placed upon all of the Shares;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Restrictions on Transfer.

(a) No Transfer. The Stockholder shall not sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise (collectively "transfer"), any of the Shares, or any interest therein, unless such transfer shall be made in compliance with the provisions of Section 2 of this Agreement.

(b) Investment Representation. The Stockholder hereby represents, warrants and agrees with the Company that he or she is acquiring the Shares for his or her own account, for investment and not with a view to or in connection with any distribution thereof. The Stockholder shall not transfer any Shares unless either (i) a registration statement under the Securities Act of 1933, as amended (the "Act"), with respect to the Shares shall have become, and continue to be, effective, or (ii) the Company receives an opinion of counsel that registration of such Shares is not required under the Act.

2. Right of First Refusal on Dispositions.

(a) Receipt of Third-Party Offer. If at any time the Stockholder desires to sell for cash, cash equivalents or any other form of consideration (including a promissory note) all or any part of his Shares pursuant to an offer or proposed offer from a third party (the "Proposed Transferee"), the Stockholder shall submit a written offer (the "Offer") to sell such Shares (the "Offered Shares") to the Company on terms and conditions, including price, not less favorable to the Company than those on which the Stockholder proposes to sell such Offered Shares to the Proposed Transferee. The Offer shall disclose the identity of the Proposed Transferee, the number of Offered Shares proposed to be sold, the total number of Shares owned by the Stockholder, the terms and conditions, including price, of the proposed sale, and any other material facts relating to the proposed sale. The Offer shall further state that the Company may acquire, in accordance with the provisions of this Agreement, all or any portion of the Offered Shares for the price and upon the other terms and conditions, including deferred payment (if applicable), set forth therein.

(b) Company Notice of Intent to Purchase. If the Company desires to purchase all or any portion of the Offered Shares, the Company shall give to the Stockholder written notice of the number of Offered Shares to be purchased by it, which notice shall be delivered in person or mailed to the Stockholder within twenty (20) days of the date of the Offer. Such communication shall, when taken in conjunction with the Offer, be deemed to constitute a valid, legally binding and enforceable agreement for the sale and purchase of such Offered Shares. Sale of the Offered Shares to be sold to the Company pursuant to this Section 2 shall be made at the offices of the Company on the forty-fifth (45th) day following the date of the Offer (or, if such day is not a business day, then on the next succeeding business day). Such sale shall be effected by the Stockholder's delivery to the Company of a certificate or certificates evidencing the Offered Shares to be purchased by the Company, duly endorsed for transfer to the Company, against payment to the Stockholder of the purchase price therefor by the Company by a certified or cashier's check.

(c) Sale to Third Party. If, within twenty (20) days of its receipt of the Offer, the Company fails to deliver written notice to the Stockholder of its intention to purchase all of the Offered Shares (the Offered Shares which the Company does not elect to purchase being referred to as the "Refused Shares"), the Refused Shares not so purchased may be sold by the Stockholder at any time within ninety (90) days after the date the Offer was made to the Proposed Transferee, at not less than the price and upon other terms and conditions, if any, not more favorable to the Proposed Transferee than those specified in the Offer. If the Refused Shares are not sold within the ninety (90) day period, they shall continue to be subject to the requirements of a prior offer pursuant to this Section 2. If the Refused Shares are sold pursuant to this Section 2 to any purchaser who is not a party to this Agreement, the Company, may at its option, require the purchaser to execute and deliver a new Stock Restriction Agreement in substantially the form of this Agreement containing substantially the same terms as those set forth herein.

(d) Permitted Transfers. The Stockholder shall have the right to make Permitted Transfers of the Stockholder's Shares and the provisions of subsections (a), (b) and (c) above shall not apply to any such Permitted Transfer by the Stockholder. For purposes of this Agreement, "Permitted Transfer" shall mean any transfer by the Stockholder during his lifetime of all or any portion of his Shares (i) to the Company, (ii) to another holder of issued and outstanding shares of capital stock of the Company, (iii) to or for the benefit of any spouse, child or grandchild of the Stockholder, or to a trust for the benefit of any of the foregoing, including transfers by will or the laws of descent and distribution; provided, however, that, it shall be a condition of each such transfer, that (x) the transferee agrees to be bound by the terms of this Agreement as though no such transfer had taken place, and that (y) the Stockholder has complied with all applicable law in connection with such transfer.

3. Effect of Prohibited Transfer. The Company shall not be required (a) to transfer on its books any of the Shares which shall have been sold or transferred in violation of any of the provisions set forth in this Agreement, or (b) to treat as owner of such Shares or to pay dividends to any transferee to whom any such Shares shall have been so sold or transferred.

4. Restrictive Legend. All certificates representing Shares shall have affixed thereto a legend in substantially the following form, in addition to any other legends that may be required under federal or state securities laws:

The shares of stock represented by this certificate are subject to restrictions upon transfer set forth in a certain Stock Restriction Agreement between the corporation and the registered owner of this certificate. The Corporation will furnish a copy of such Agreement to the holder of this certificate upon written request and without charge.

5. Adjustments for Stock Splits, Stock Dividends, Etc. If from time to time while this Agreement shall remain in force and effect there is any stock split-up, stock dividend, stock distribution or other reclassification of the Common Stock of the Company, any and all new, substituted or additional securities to which the Stockholder is entitled by reason of his ownership of Shares shall be immediately subject to the restrictions on transfer and other provisions of this Agreement in the same manner and to the same extent as such Shares.

6. Miscellaneous.

(a) Termination of Restrictions on Transfer. This Agreement, and the obligations of the Stockholder and the Company hereunder, shall terminate upon the earliest to occur of: (i) the closing of the first underwritten public

offering by the Company under the Securities Act of 1933 of any of its equity securities for its own account for cash; (ii) the sale of all or substantially all of the shares of capital stock, the assets or business of the Company, by merger, sale of assets or otherwise; or (iii) the expiration of ten (10) years from the date of this Agreement. The sale of the Shares pursuant to any of the transactions described in clauses (i) and (ii) of the preceding sentence shall not be subject to the provisions of said Section 1(a) and Section 2.

(b) Severability; Governing Law. If any provisions of this Agreement shall be determined to be illegal or unenforceable by any court of law, the remaining provisions shall be severable and enforceable in accordance with their terms. This Agreement shall be governed by, and construed in accordance with, the laws of Massachusetts.

(c) Injunctive Relief. It is acknowledged that it will be impossible to measure the damages that would be suffered by the Company if the Stockholder fails to comply with the provisions of this Agreement and that, in the event of any such failure, the Company will not have an adequate remedy at law. The Company shall, therefore, be entitled to obtain specific performance of each of the Stockholder's obligations hereunder and to obtain immediate injunctive relief. The Stockholder shall not urge, as a defense to any proceeding for such specific performance or injunctive relief, that the Company has an adequate remedy at law.

(d) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

(e) Modification or Amendment. Neither this Agreement nor any provision hereof can be modified, amended, changed, discharged or terminated except by an instrument in writing, signed by the Stockholder and the Company.

(f) Notices. All notices required or permitted hereunder shall be in writing and deemed effectively given upon personal delivery, upon deposit with the United States Post Office, by registered, certified mail, postage prepaid, or upon deposit with a recognized express overnight courier service, addressed, if to the Company, to Apps.com, Inc., 29 Smith Place; Cambridge, MA 02138. Attention: Treasurer, and if to the Stockholder, to the address shown beneath his or her respective signature to this Agreement, or at such other address or addresses as either party shall designate to the other in accordance with this subsection (f).

(g) Merger Provision. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether oral or written, of the parties hereto concerning the subject matter hereof.

(h) Waivers. Any provision contained in this Agreement may be waived, either generally or in any particular instance, by the Board of Directors of the Company.

(i) Amendment. This Agreement may be amended or modified only by a written instrument executed by both the Company and the Stockholder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Apps.com, Inc.

By: _____
its

ACCEPTED:

(Signature of Stockholder)

(Printed Name of Stockholder)

(Residence Street Address)

(City) (State) (Zip Code)

Apps.com, Inc.
Nonqualified Stock Option Grant Agreement under the
1999 Equity Incentive Plan

Number of Shares: _____

Date of Grant: December __, 2000

Apps.com, Inc., a Delaware corporation (the "Corporation"), hereby grants to _____ (the "Participant"), as of the date stated above, an option (the "Option") to purchase the number of shares stated above (the "Shares") of the Corporation's Common Stock, \$.01 par value (the "Common Stock"), pursuant to the Corporation's 1999 Equity Incentive Plan (the "Plan"), a copy of which is attached hereto and is incorporated herein in its entirety by this reference. The Participant hereby accepts the Option, subject to the terms and conditions set forth in the Plan as fully as if they were set forth herein, and to the following additional terms and conditions:

1. Type of Option. It is not intended that the Option be an "incentive stock option" within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code").
2. Exercise Price. The price at which Shares may be purchased pursuant to the Option is \$[] per share.
3. Option Period. The Option expires ten years from the date of grant, as set forth above. The Participant should take special note that the Option may be terminated early by certain events including termination of employment, disability or death, as provided in the Plan.
4. Vesting of Right to Exercise. During the period commencing on the date of grant and continuing until the date that is one year from the date of grant (the "Initial Vesting Date"), the Option shall not be exercisable to any extent. Commencing on the first day following the Initial Vesting Date and during the ensuing month, the Option may be exercised for not more than one-quarter (1/4) of the Shares. Thereafter, on the last day of such ensuing month and on the last day of each of the thirty-six (36) months thereafter, the Option may be exercised (to the extent not already exercised) for not more than an additional one-forty-eighth (1/48) of the Shares. Thereafter, and for the duration of the Option, the Option may be exercised in full.
5. Exercise. (a) The Option may be exercised from time to time with respect to all or any part of the Shares as to which it is exercisable at the time; provided, however, that it may not be exercised as to less than ten percent of the Shares at any one time, except with respect to the remaining Shares then purchasable under the Option, if less than ten percent of the Shares. No fractional Shares may be purchased except in combination with a fraction or fractions under another presently exercisable option or options granted under the Plan, and then only to the extent that such combination equals a full Share. (b) To exercise the Option, the Participant (or other person exercising the Option) must deliver to the Corporation: (1) a completed and signed notice of exercise, in the form provided by the Company, and must follow any other procedures or execute any other documents as instructed by the Company, and (2) payment in full of the exercise price for the Shares. Payment may be made (i) by certified check,

bank draft or money order made payable to the order of the Company, (ii) by delivery of Shares having a fair market value (as determined by the Board in good faith in its reasonable discretion) on the date of exercise equal to the exercise price, provided, however, that such Shares have been owned by the Participant for more than six months and have been paid for within the meaning of Rule 144 promulgated under the Securities Act of 1933, as amended (and, if the such Shares were purchased from the Company by use of a promissory note, the note has been fully paid with respect to such Shares) or (iii) by a combination of cash and a promissory note in accordance with the terms of the Plan. In addition, the exercise of an Option shall be subject to satisfaction of all conditions the Board may impose on the exercise of such Option pursuant to this Agreement or the Plan, and any such exercise shall be effective only after all such conditions have been satisfied.

6. No Rights as Stockholder. The Participant (or any other person entitled to exercise the Option) shall not be entitled to any rights as a stockholder of the Corporation with respect to any Shares covered by the Option until such Shares shall have been registered on the stock transfer books of the Corporation in the name of the Participant (or such other person).

7. Compliance with Laws, Regulations and Rules. The Plan, this Agreement, the Option and the obligation of the Corporation to sell and deliver the Shares upon exercise of the Option are and shall be subject to (a) all applicable laws, government regulations and rules and (b) all applicable regulations and rules adopted by the Board in accordance with the Plan. If at any time the Board determines in its discretion that the listing, registration or qualification, on any securities exchange or under any federal or state law, of the Shares deliverable upon exercise of the Option, or the consent or approval of any regulatory body, or compliance with any law, rule or regulation, is necessary or desirable as a condition of, or in connection with, the delivery or purchase of Shares, then exercise of the Option shall not be effective unless such listing, registration, qualification, consent, approval or compliance shall have been effected or obtained free of any conditions not acceptable to the Board.

8. Legend on Certificates. Each certificate representing the Shares may bear restrictive legends referring to the restrictions on transfer and repurchase rights of the Company contained in the Stock Restriction Agreement and the restrictions on transfer imposed by the Securities Act of 1933, as amended, and any applicable exemption therefrom pursuant to which the Shares may be issued.

9. No Employment Rights. Nothing in the Plan, the Option or this Option Agreement confers upon the Participant any right to continued employment or interferes with the right of the Corporation to terminate the Participant's employment.

10. Taxes. As a condition to the issuance of Shares under this Option, the Corporation shall have the right to require the Option holder to remit to the Corporation an amount sufficient to satisfy any federal, state or local withholding tax requirements or make other arrangements satisfactory to the Corporation with regard to such taxes, as provided in the Plan.

11. Definition. As used in this Agreement, the term "Corporation" shall include any subsidiary or parent of the Corporation as defined in Sections 424(e) and (f) of the Code.

12. Amendments. The Board may at any time or times amend the Plan or the Option for the purpose of satisfying the requirements of any changes in applicable laws or regulations or for any other purpose which at the time may be permitted by law. No termination or amendment of the Plan or amendment of the Option shall, without the Participant's consent, adversely affect the Participant's rights under the Option.

13. Consistency with Plan. If there is any inconsistency between the provisions of this Agreement and the provisions of the Plan, the latter shall control.

14. Complete Agreement. This Agreement (including the Plan, which is incorporated by reference) constitutes the entire agreement between the Company and the Participant with respect to the Option, and supersedes all prior agreements or promises with respect to the Option.

15. Successors and Assigns. Subject to the terms of the Plan, the Company may assign any of its rights and obligations under this Agreement, and this Agreement shall be binding on, and inure to the benefit of, the successors and assigns of the Company. Subject to the restrictions on transfer of the Option described in the Plan, this Agreement shall be binding on Participant's permitted successors and assigns (including heirs, executors, administrators and legal representatives).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

Apps.com, Inc.

By _____

Name: _____

Title: _____

I accept this Agreement and agree to the terms and conditions in this Agreement and the Plan. I acknowledge that I have received a copy of the Company's 1999 Equity Incentive Plan, and I understand and agree that this Agreement is not meant to interpret, extend, or change the Plan in any way, nor to represent the full terms of the Plan.

Participant

Date:

January 5, 2001

Securities and Exchange Commission
450 Fifth Street NW
Washington, D.C. 20549

Subject: Intuit Inc.

Ladies and Gentlemen:

This opinion is provided in connection with a Form S-8 Registration Statement (the "Registration Statement") being filed by Intuit Inc. (the "Company") on or about January 5, 2001. The Registration Statement relates to the registration of 52,083 of the Company's Common Stock, par value \$0.01 per share (the "Shares"). The Shares are subject to issuance on exercise of options assumed by the Registrant in connection with its acquisition of Apps.com, Inc. on December 21, 2000 (the "Intuit Options").

For purposes of this opinion, I have examined copies of (i) the Registration Statement, (ii) the Certificate of Incorporation of the Company, as amended to date, (iii) the Bylaws of the Company, as amended to date, (iv) Apps.com, Inc. 1999 Equity Incentive Plan, and (v) the Agreement and Plan of Merger By and Among Intuit Inc., Amigo Acquisition Corp., Apps.com, Inc. and Stockholders of Apps.com, Inc. Dated as of December 21, 2000 pursuant to which outstanding Apps.com, Inc. options were assumed by the Company and converted into the Intuit Options. In rendering the opinion expressed herein, I have assumed the genuineness of all signatures, the authenticity of all documents, instruments and certificates purporting to be originals, the conformity with the original documents, instruments and certificates of all documents, instruments and certificates purporting to be copies, and the legal capacity to sign of all individuals executing documents, instruments and certificates. I have also assumed that all Shares will be issued pursuant to the Intuit Options for a purchase price of not less than \$0.01 per share.

Based upon and subject to the foregoing and to the effectiveness of the Registration Statement, I am of the opinion that the Shares that may be issued by the Company pursuant to the Intuit Options, when issued and paid for in accordance with the Intuit Options, will be legally issued, fully paid and non-assessable.

I hereby consent to the filing of this opinion as an exhibit to the Registration Statement. In giving this consent, I do not admit thereby that I come within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended, or the rules and regulations of the Securities and Exchange Commission.

Very truly yours,

/s/ VIRGINIA R. COLES

Virginia R. Coles
Assistant General Counsel and Assistant Secretary
Intuit Inc.

CONSENT OF ERNST & YOUNG LLP, INDEPENDENT AUDITORS

We consent to the reference to our firm under the caption "Named Experts; Interests of Named Counsel" in the Registration Statement (Form S8) pertaining to the Options Granted under the Apps.com, Inc. 1999 Equity Incentive Plan and Assumed by Intuit Inc. and to the incorporation by reference therein of our report dated August 22, 2000 with respect to the consolidated financial statements and schedule of Intuit Inc. included in its Annual Report (Form 10-K) for the year ended July 31, 2000, filed with the Securities and Exchange Commission.

/s/ ERNST & YOUNG LLP

Palo Alto, California
January 5, 2001

CONSENT OF KPMG LLP, INDEPENDENT AUDITORS

The Board of Directors
Intuit Inc.:

We consent to the incorporation by reference in the Registration Statement on Form S-8 for registration of 52,083 common shares of Intuit Inc. under the Options Granted Under the Apps.com, Inc. 1999 Equity Incentive Plan and Assumed by Intuit Inc. of our report dated January 28, 1999, relating to the statements of income, stockholders' equity, and cash flows of Rock Financial Corporation for the year ended December 31, 1998, which includes an explanatory paragraph relating to the change in method of accounting for software developed for internal use, which report appears in the July 31, 2000, Annual Report on Form 10-K of Intuit Inc., and to the reference to our firm under the heading "Named Experts" in the Registration Statement.

/s/ KPMG LLP

Detroit, Michigan
January 4, 2001