

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D/A
UNDER THE SECURITIES EXCHANGE ACT OF 1934*

(AMENDMENT NO. 2)

Excite, Inc.

(Name of Issuer)

Common Stock

(Title of Class of Securities)

300904 10 9

(CUSIP Number)

Catherine L. Valentine, Esq.
Intuit Inc.
P.O. Box 7850
2550 Garcia Avenue
Mountain View, CA 94039-7850
(650) 944-6656

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Heller Ehrman White & McAuliffe
333 Bush Street
San Francisco, CA 94104-2878
(415) 772-6000

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

March 11, 1999

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Sections 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box [] .

NOTE: Schedules filed in paper format shall include a signed original and five copies of the schedule; including all exhibits. See Section 240.13d-7(b) for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 (the "Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act.

SCHEDULE 13D/A

CUSIP NO. 300904 10 9

NAME OF REPORTING PERSON

1 S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

INTUIT INC.; 77-0034661

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a) []

(b) []

3 SEC USE ONLY

4 SOURCE OF FUNDS

NOT APPLICABLE

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO
ITEMS 2 (d) or 2 (e) []

6 CITIZENSHIP OR PLACE OF ORGANIZATION
DELAWARE (USA)

	7	SOLE VOTING POWER	1,000,000 SHARES (SUBJECT TO A VOTING AGREEMENT - SEE ITEMS 4 THROUGH 6)
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH			4,350,000 (SUBJECT TO A VOTING AGREEMENT AND A TERM SHEET - SEE ITEMS 4 THROUGH 6)
	8	SHARED VOTING POWER	NONE
	9	SOLE DISPOSITIVE POWER	1,000,000 (SUBJECT TO A VOTING AGREEMENT - SEE ITEMS 4 THROUGH 6)
			4,350,000 (SUBJECT TO A VOTING AGREEMENT AND A TERM SHEET - SEE ITEMS 4 THROUGH 6)
	10	SHARED DISPOSITIVE POWER	NONE

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
5,350,000 (SUBJECT TO A VOTING AGREEMENT AND A TERM SHEET - SEE ITEMS
4 THROUGH 6)

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES
[]

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
9.94%

14 TYPE OF REPORTING PERSON
CO

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ITEM 1. SECURITY AND ISSUER

This Amendment No. 2 relates to the Common Stock, no par value ("Common Stock"), of Excite, Inc., a California corporation (the "Issuer"). The principal executive offices of the Issuer are located at 555 Broadway, Redwood City, California 94063.

ITEM 2. IDENTITY AND BACKGROUND

This Amendment No. 2 is filed on behalf of Intuit Inc., a Delaware corporation ("Intuit"). Intuit develops, markets and supports financial software and Web-based products and services. The address of Intuit's principal business and its principal office is 2535 Garcia Avenue, Mountain View, California 94043.

Following are the current directors and executive officers of Intuit:

BOARD OF DIRECTORS

<TABLE>
<CAPTION>

PRESENT PRINCIPAL

NAME AND BUSINESS ADDRESS	OCCUPATION	CITIZENSHIP
<S> William V. Campbell 2535 Garcia Avenue Mountain View, CA 94043	<C> Chairman of the Board of Directors of Intuit	<C> United States of America
Christopher W. Brody E. M. Warburg, Pincus & Co., Inc. 466 Lexington Avenue New York, NY 10017	Managing Director (retired), E.M. Warburg, Pincus & Co., Inc.	United States of America
Scott D. Cook 2535 Garcia Avenue Mountain View, CA 94043	Chairman of the Executive Committee of the Board of Directors of Intuit	United States of America
L. John Doerr Kleiner Perkins Caufield & Byers 2750 Sand Hill Road Menlo Park, CA 94025	General Partner, Kleiner Perkins Caufield & Byers	United States of America
Donna L. Dubinsky Handspring, Inc. 299 California Avenue Palo Alto, CA 94306	Chief Executive Officer, Handspring, Inc.	United States of America

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<TABLE> <S> Michael R. Hallman The Hallman Group 15702 NE 135th Street Redmond, WA 98502-1756	<C> President, The Hallman Group	<C> United States of America
William H. Harris, Jr. 2535 Garcia Avenue Mountain View, CA 94043	President and Chief Executive Officer of Intuit; Director of Intuit	United States of America
Burton J. McMurtry Technology Venture Investors 2480 Sand Hill Road, Suite 101 Menlo Park, CA 94025	General Partner, Technology Venture Investors	United States of America

EXECUTIVE OFFICERS

NAME AND BUSINESS ADDRESS	PRESENT PRINCIPAL OCCUPATION	CITIZENSHIP
<S> Scott D. Cook 2535 Garcia Avenue Mountain View, CA 94043	<C> Chairman of the Executive Committee of the Board of Directors	<C> United States of America
William V. Campbell 2535 Garcia Avenue Mountain View, CA 94043	Chairman of the Board of Directors	United States of America
William H. Harris, Jr. 2535 Garcia Avenue Mountain View, CA 94043	President, Chief Executive Officer and Director	United States of America
Mari J. Baker 2535 Garcia Avenue Mountain View, CA 94043	Senior Vice President, Human Resources and Corporate Communications	United States of America
Eric C.W. Dunn 2535 Garcia Avenue Mountain View, CA 94043	Senior Vice President and Chief Technology Officer	United States of America
Alan A. Gleicher 2535 Garcia Avenue Mountain View, CA 94043	Senior Vice President, Sales	United States of America
Mark R. Goines 2535 Garcia Avenue Mountain View, CA 94043	Senior Vice President, Consumer Finance Division	United States of America

<TABLE>		
<S>	<C>	<C>
James J. Heeger 2535 Garcia Avenue Mountain View, CA 94043	Senior Vice President, Small Business Division and International	United States of America
David A. Kinser 2535 Garcia Avenue Mountain View, CA 94043	Senior Vice President, Operations	United States of America
Raymond G. Stern 2535 Garcia Avenue Mountain View, CA 94043	Senior Vice President, Strategy, Finance and Administration	United States of America
Larry J. Wolfe 2535 Garcia Avenue Mountain View, CA 94043	Senior Vice President, Tax Products Division	United States of America
Greg J. Santora 2535 Garcia Avenue Mountain View, CA 94043	Vice President, Finance and Corporate Services and Chief Financial Officer	United States of America
Catherine L. Valentine 2535 Garcia Avenue Mountain View, CA 94043	Vice President, General Counsel and Corporate Secretary	United States of America
Linda Fellows 2535 Garcia Avenue Mountain View, CA 94043	Corporate Treasurer and Director of Investor Relations	United States of America
</TABLE>		

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During the last five years, neither Intuit nor, to the best of Intuit's knowledge, any person named in this Item 2 has been: (a) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors); or (b) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which, he, she or it was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

The shares reported in lines 7 and 9 of the cover page to Intuit's original Schedule 13D filing were purchased by Intuit on June 25, 1997 pursuant to a Stock Purchase Agreement dated as of June 11, 1997 between the Issuer and Intuit (the "Stock Purchase Agreement"). Intuit purchased a total of 5,800,000 shares of the Issuer's Common Stock (the "Shares") pursuant to

the Stock Purchase Agreement. The source of funds for the initial purchase of the Shares was Intuit's working capital. None of the funds used to purchase the Shares consisted of funds or other consideration borrowed or otherwise obtained for the purpose of acquiring, holding, trading or voting the Shares. Intuit sold 450,000 Shares in February 1999 and is filing this Amendment No. 2 to report that it has decided, subject to completion of final documentation, to enter into a forward sale arrangement with respect to 4,350,000 of the remaining Shares.

ITEM 4. PURPOSE OF TRANSACTION

Intuit purchased the Shares in June 1997 for investment purposes in connection with a strategic relationship with the Issuer to develop and provide content for a personal finance "channel" on the Internet search and retrieval services operated by the Issuer.

- (a) On January 19, 1999, the Issuer and At Home Corporation ("At Home") announced a proposed merger in which At Home would acquire all of the outstanding stock of the Issuer (the "Merger"). In connection with the proposed Merger, on January 19, 1999, Intuit and At Home entered into a Common Stock Voting Agreement (the "Voting Agreement") in which Intuit agreed to vote the Shares in favor of the proposed Merger and agreed not to transfer any of the Shares unless each transferee executes a counterpart to the Voting Agreement. See Item 6 for a more detailed description of the Voting Agreement.

In Amendment No. 1 to this Schedule, filed on February 25, 1999, Intuit reported that it had sold 450,000 Shares on February 22-24, 1999. As a condition to those sales, the purchasers of the Shares agreed to be bound by the terms of the Voting Agreement with respect to the shares they purchased. In addition, in Amendment No. 1 Intuit reported that it had made a financial investment decision to dispose of the remaining Shares over time, as appropriate opportunities became available, and was currently evaluating several such opportunities. Consistent with this decision, on March 11, 1999, Intuit decided, subject to completion of final documentation, to enter into a forward sale arrangement with Credit Suisse Financial Products ("CSFP") with respect to 4,350,000 Shares. The terms of the proposed arrangement are reflected in a term sheet (the "Term Sheet") dated March 11, 1999 (see Item 6).

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Except as noted above, Intuit does not presently have any plans or proposals that relate to or would result in the acquisition by any person of additional securities of the Issuer, or the disposition of securities of the Issuer.

- (b) Except as noted in paragraph (a) above, Intuit does not presently have any plans or proposals that relate to or would result in an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries.
- (c) Except as noted in paragraph (a) above, Intuit does not presently have any plans or proposals that relate to or would result in a sale or transfer of a material amount of assets of the Issuer or of any of its subsidiaries.
- (d) Except as noted in paragraph (a) above, Intuit does not presently have any plans or proposals that relate to or would result in any changes in the present Board of Directors or management of the Issuer, including any changes in the number or term of directors or the filing of any existing vacancies on the Board of Directors.
- (e) Except as noted in paragraph (a) above, Intuit does not presently have any plans or proposals that relate to or would result in any material change in the present capitalization or dividend policy of the Issuer.
- (f) Except as noted in paragraph (a) above, Intuit does not presently have any plans or proposals that relate to or would result in any other material change in the Issuer's business or corporate structure.
- (g) Except as noted in paragraph (a) above, Intuit does not presently have any plans or proposals that relate to or would result in changes in the Issuer's charter, bylaws or instruments corresponding thereto or other actions that may impede the acquisition of control of the Issuer by any person.
- (h) Except as noted in paragraph (a) above, Intuit does not presently have any plans or proposals that relate to or would result in a class of securities of the Issuer being delisted from a national securities exchange or ceasing to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association.
- (i) Except as noted in paragraph (a) above, Intuit does not presently have any plans or proposals that relate to or would result in a class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g) (4) of the Securities Exchange Act of 1934, as amended.

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- (j) Except as noted in paragraph (a) above, Intuit does not presently have any plans or proposals that relate to or would result in an action similar to any of those enumerated above.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

- (a) As of the date of this Amendment No. 2, Intuit beneficially owns a total of 5,350,000 shares of the Issuer's Common Stock, representing approximately 9.94% of the Issuer's outstanding shares of Common Stock (53,829,408 shares as of January 29,

1999, as reported in the Issuer's Form 10-K for the fiscal year ended December 31, 1998, filed with the U.S. Securities and Exchange Commission on February 9, 1999). However, these shares are owned subject to the Voting Agreement and, with respect to 4,350,000 shares, will be subject to the forward sale arrangements contemplated by the Term Sheet, as described in paragraph (b) below and Item 6. To the best of Intuit's knowledge, no person named in Item 2 is the beneficial owner of any shares of Common Stock of the Issuer as of the date of this Amendment No. 2, except that William V. Campbell is the beneficial owner of 1,676 shares.

- (b) Subject to the Voting Agreement described in Item 6, Intuit has sole power to vote and to direct the vote of, and sole power to dispose or to direct the disposition of, 1,000,000 shares of the Issuer's Common Stock. Subject to the Voting Agreement and, if definitive documents contemplated by the Term Sheet are executed, subject to the terms of the forward sale arrangements, Intuit has sole power to vote and to direct the vote of, and sole power to dispose or to direct the disposition of, 4,350,000 shares of the Issuer's Common Stock. With respect to the 1,676 shares owned by Mr. Campbell, he has sole power to vote and to direct the vote of, and sole power to dispose or to direct the disposition of, 1,292 shares, and shared power to vote and to direct the vote of, and shared power to dispose or to direct the disposition of, 384 shares (power is shared with his spouse).
- (c) Intuit sold 450,000 Shares from February 22 through February 24, 1999 in brokers' transactions pursuant to Rule 144 under the Securities Act of 1933, as amended (the "Securities Act"). The Shares were sold at an average price of \$94.13 per share (net of brokers' commissions). As a condition to those sales, the purchasers of the Shares agreed to be bound by the terms of the Voting Agreement with respect to the shares they purchased. Effective March 11, 1999, Intuit entered into the Term Sheet relating to a forward sale arrangement with respect to 4,350,000 Shares, as described in Item 4(a). Intuit has not effected any other transactions in the Issuer's Common Stock during the past 60 days. To the best of Intuit's knowledge, no person named in Item 2 has effected any transactions in the Issuer's Common Stock during the past 60 days except as follows: Eric Dunn sold 1,596 shares on February 1, 1999 in open market

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transactions at an average price of \$120.38 per share. David Kinser sold 500 shares on January 6, 1999 in open market transactions at a price of \$48.44 per share. Scott Cook sold 3,730 shares on January 13, 1999 in open market transactions at a price of \$67.82 per share.

- (d) Except as described in Item 4(a), no other person is known to Intuit to have the right to receive or the power to direct the receipt of dividends from, or proceeds from the sale of, any shares of Common Stock beneficially owned by Intuit on the date of this Amendment No. 2.
- (e) Not applicable.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER

STOCK PURCHASE AGREEMENT AND RELATED AGREEMENTS

In connection with Intuit's initial purchase of the Shares, Intuit and the Issuer entered into the Stock Purchase Agreement, as well as a Registration Rights Agreement, a Right of First Refusal Agreement and a Nomination and Observer Agreement. These agreements imposed certain obligations on Intuit, and gave Intuit certain rights, with respect to the Shares. As a result of the proposed Merger and the fact that Intuit no longer owns 10% of the Issuer's outstanding Common Stock, the obligations and rights under these agreements are no longer applicable to Intuit.

COMMON STOCK VOTING AGREEMENT

Intuit and At Home entered into the Common Stock Voting Agreement (the "Voting Agreement") in connection with the proposed merger of At Home Corporation and the Issuer. Under the terms of the Voting Agreement, Intuit has agreed that the shares held by it (either shares owned of record or shares beneficially owned over which Intuit exercises voting power) shall be voted (i) in favor of adoption and approval of the merger agreement between At Home and the Issuer and approval of the merger and (ii) against approval of (a) any proposal made in opposition to or in competition with the consummation of the

merger, (b) any merger, consolidation, sale of assets, reorganization or recapitalization with any party other than At Home or its affiliates or (c) any liquidation or winding up of Issuer. Intuit has agreed that until the earlier of the termination of the Voting Agreement or the Record Date (as defined in the Voting Agreement), and subject to certain requirements, Intuit will not transfer any of the Subject Securities (as defined in the Voting Agreement), unless each transferee to which any of the Subject Securities, or any interest in any such Subject Securities, is or may be transferred executes a counterpart to the Voting Agreement and agrees in writing to hold such Subject Securities (or interest in any of such Subject Securities) subject to the terms and provisions of the Voting Agreement.

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TERM SHEET FOR FORWARD SALE

Effective March 11, 1999, Intuit and CSFP entered into the Term Sheet with CSFP, outlining the terms of the forward sale arrangements with respect to 4,350,000 shares of the Issuer's Common Stock. If the transactions contemplated by the Term Sheet are completed, Intuit will deliver 4,350,000 shares to CSFP after the restrictions imposed by the Voting Agreement have terminated, and in any event on or before September 30, 1999 (the "Settlement Date"). On the Settlement Date, CSFP will pay Intuit for the 4,350,000 shares, with the price equal to the proceeds from prior sales by CSFP of the same number of shares of the Issuers' Common Stock, less a negotiated fee. The Term Sheet contemplates that the parties will enter into definitive agreements with respect to the forward sale (including a Securities Contract and Pledge Agreement) and that Intuit will deposit its 4,350,000 Shares into a collateral account and enter into the Pledge Agreement to secure its obligations under the forward sale arrangements. In connection with the Pledge Agreement, CSFP would become a party to the Voting Agreement with respect to the 4,350,000 shares.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

The following documents are filed as exhibits hereto:

- Exhibit A Stock Purchase Agreement, dated as of June 11, 1997, between the Issuer and Intuit (1)
- Exhibit B Nomination and Observer Agreement, dated as of June 25, 1997, between the Issuer and Intuit (1)
- Exhibit C Registration Rights Agreement, dated as of June 25, 1997, between the Issuer and Intuit (1)
- Exhibit D Right of First Refusal Agreement, dated as of June 25, 1997, between the Issuer and Intuit (1)
- Exhibit E Amendment to Restated and Amended Investors' Rights Agreement, dated as of June 25, 1997, among the Issuer, Institutional Venture Partners VI, Institutional Venture Management VI, IVP Founders Fund I, L.P., Kleiner Perkins Caufield & Byers VII, KPCB VII Founders Fund, KPCB Information Sciences Zaibatsu Fund II and Intuit (1)
- Exhibit F Common Stock Voting Agreement, dated as of January 19, 1999, between Intuit and At Home Corporation (2)

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- Exhibit G Term Sheet for Forward Sale of Excite Common Stock, dated March 11, 1999, by and between Intuit and Credit Suisse Financial Products

- (1) Incorporated by reference to Intuit's initial Schedule 13D with respect to the Issuer, filed with the Securities and Exchange Commission on July 7, 1997.
- (2) Incorporated by reference to Intuit's Schedule 13D, Amendment No. 1 with respect to the Issuer, filed with the Securities and Exchange Commission on February 25, 1999.

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SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true,

complete and correct.

Dated: March 11, 1999

INTUIT INC.

By: /s/ CATHERINE L. VALENTINE

Name: Catherine L. Valentine
Title: Vice President and General Counsel

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EXHIBIT INDEX

<TABLE>	<CAPTION>	Sequentially Numbered Page
Exhibit	Document Description	-----
<S>	<C> Term Sheet for Forward Sale of Excite Common Stock, dated March 11, 1999, by and between Intuit and Credit Suisse Financial Products	<C>
</TABLE>		

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INTUIT/EXCITE FORWARD CONTRACT

SUMMARY OF TERMS FOR EXCITE FORWARD CONTRACT

Seller: Intuit Inc. (the "Company")

Purchaser: Credit Suisse First Boston or an affiliate ("CSFB")

Contract: Forward Contract (the "Contract") with respect to the common stock (the "Common Stock") of Excite, Inc. ("XCIT")

Contract Price: To be set as the actual gross average per share sale price by CSFB in hedge execution sales made in a manner consistent with the volume and "manner of sale" restrictions of Rule 144 under the Securities Act of 1933 of a number of shares equal to the Underlying Shares (the "Rule 144 Sales")

Underlying Shares: 4,350,000 shares of XCIT Common Stock

Aggregate Forward Contract Price: Equal to Contract Price times Underlying Shares

Aggregate Purchase Price: Aggregate Forward Contract Price, less the Fee.

Issue Date: The date the Rule 144 Sales are completed

Settlement Date: To be set at the Company's option, no earlier than the date the Company is able to deliver 4,350,000 freely tradeable shares of XCIT Common Stock (or the appropriate number of shares received in exchange therefor), registered or not requiring registration and without voting restrictions ("Free Shares"), and no later than September 30, 1999

Settlement: On the Settlement Date, (i) the Company will deliver to the Purchaser 4,350,000 Free Shares, and (ii) CSFB will deliver to the Company the Aggregate Purchase Price

Note: We understand that you fully understand the potential risks and rewards of this transaction and that you have independently determined that the transaction is appropriate for you given your objectives, experience, financial and operational resources, and other relevant circumstances. Credit Suisse First Boston is acting solely in an arm's length capacity and not as your financial advisor or fiduciary in any transaction unless we have agreed to so act in writing. This document is not to be used or considered as an offer to sell or solicitation of an offer to buy any securities. Information and opinions contained herein have been compiled or arrived at by Credit Suisse First Boston from sources believed to be reliable, but Credit Suisse First Boston does not accept liability for any loss arising from the use thereof, nor makes any representation as to their accuracy or completeness. This document is not to be relied upon as such or used in substitution for the exercise of independent judgment. Unless otherwise permitted by law in the applicable jurisdiction, only authorized affiliates of Credit Suisse First Boston will effect orders for securities from customers in such jurisdiction.

INTUIT/EXCITE FORWARD CONTRACT

Collateral Arrangements: On or prior to the Issue Date, the Company will deposit 4,350,000 shares of XCIT Common Stock in a Collateral Account with the Purchaser as security in favor of the Purchaser. Upon deposit of the shares, CSFB will become a party to the Excite Company Voting Agreement with respect to such 4,350,000 shares with such modifications as are acceptable to both parties. The Collateral Agreement will include provisions for dividends and voting, including the Collateral Agent's payment to the Purchaser of any dividends and Intuit's retention of voting rights with respect to XCIT

shares deposited as collateral.

Any other shares of XCIT common stock held by the Company will not be subject to any restrictions under the Contract.

Events of Default: The following will constitute Events of Default:

- (i) failure to materially perform any covenant applicable to the Contract for 60 days after notice of breach;
- (ii) Certain events of collateral default, cross-default, bankruptcy, insolvency or reorganization with respect to the Company;
- (iii) CSFB becoming unable at any time prior to the Settlement Date to borrow 4,350,000 Free Shares; or
- (iv) Failure to deliver 4,350,000 Free Shares on the Settlement Date

Upon the occurrence of an Event of Default, the holder of the Contract may terminate the Contract. Upon such event, the Company will be required to deliver 4,350,000 Free Shares, and CSFB will deliver the Aggregate Purchase Price. To the extent the XCIT Common Shares held in the collateral account are not then Free Shares, the Company will deliver such shares and will reimburse CSFB for its costs and expenses related to its inability to use such XCIT Common Shares as Free Shares.

Note: We understand that you fully understand the potential risks and rewards of this transaction and that you have independently determined that the transaction is appropriate for you given your objectives, experience, financial and operational resources, and other relevant circumstances. Credit Suisse First Boston is acting solely in an arm's length capacity and not as your financial advisor or fiduciary in any transaction unless we have agreed to so act in writing. This document is not to be used or considered as an offer to sell or solicitation of an offer to buy any securities. Information and opinions contained herein have been compiled or arrived at by Credit Suisse First Boston from sources believed to be reliable, but Credit Suisse First Boston does not accept liability for any loss arising from the use thereof, nor makes any representation as to their accuracy or completeness. This document is not to be relied upon as such or used in substitution for the exercise of independent judgment. Unless otherwise permitted by law in the applicable jurisdiction, only authorized affiliates of Credit Suisse First Boston will effect orders for securities from customers in such jurisdiction.

INTUIT/EXCITE FORWARD CONTRACT

Nature of Contract: The Contract will be a secured forward contract of the Company.

Conditions Precedent: Consummation of the Contract is subject to the Company's agreement and compliance with the above terms and conditions, the availability for borrow of 4,350,000 Free Shares, legal opinions customary for secured transactions and no material decrease in the float or daily trading volume of the Common Stock.

Breakage Costs: If hedging is commenced based on this termsheet and if the Company declines to execute final documentation consistent with this termsheet (the "Final Documentation") by March 31, 1999, then the Purchaser shall have the right to

unwind its hedging activities and to require the Company to pay all market related costs and expenses related thereto.

Final Documentation: The terms hereof shall be operative until the Final Documentation is executed, at which time such Final Documentation will supersede this Termsheet.

Fee: 2.00% of the Aggregate Forward Contract Price

Understood and Agreed to,
This 11th day of March, 1999,

By:
INTUIT INC.

Name:
Title:

Note: We understand that you fully understand the potential risks and rewards of this transaction and that you have independently determined that the transaction is appropriate for you given your objectives, experience, financial and operational resources, and other relevant circumstances. Credit Suisse First Boston is acting solely in an arm's length capacity and not as your financial advisor or fiduciary in any transaction unless we have agreed to so act in writing. This document is not to be used or considered as an offer to sell or solicitation of an offer to buy any securities. Information and opinions contained herein have been compiled or arrived at by Credit Suisse First Boston from sources believed to be reliable, but Credit Suisse First Boston does not accept liability for any loss arising from the use thereof, nor makes any representation as to their accuracy or completeness. This document is not to be relied upon as such or used in substitution for the exercise of independent judgment. Unless otherwise permitted by law in the applicable jurisdiction, only authorized affiliates of Credit Suisse First Boston will effect orders for securities from customers in such jurisdiction.

INTUIT/EXCITE FORWARD CONTRACT

And By:
CREDIT SUISSE FINANCIAL PRODUCTS

Name:
Title:

Note: We understand that you fully understand the potential risks and rewards of this transaction and that you have independently determined that the transaction is appropriate for you given your objectives, experience, financial and operational resources, and other relevant circumstances. Credit Suisse First Boston is acting solely in an arm's length capacity and not as your financial advisor or fiduciary in any transaction unless we have agreed to so act in writing. This document is not to be used or considered as an offer to sell or solicitation of an offer to buy any securities. Information and opinions contained herein have been compiled or arrived at by Credit Suisse First Boston from sources believed to be reliable, but Credit Suisse First Boston does not accept liability for any loss arising from the use thereof, nor makes any representation as to their accuracy or completeness. This document is not to be relied upon as such or used in substitution for the exercise of independent judgment. Unless otherwise permitted by law in the applicable jurisdiction, only authorized affiliates of Credit Suisse First Boston will effect orders for securities from customers in such jurisdiction.