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

FORM 10-K

þ Annual Report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the fiscal year ended July 31, 2013

OR

o Transition report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the transition period from ____________ to ____________

Commission File Number 0-21180

INTUIT INC.

(Exact name of registrant as specified in its charter)

Delaware	**77-0034661**
(State of incorporation)	*(IRS Employer Identification No.)*

2700 Coast Avenue, Mountain View, CA 94043
(Address of principal executive offices, including zip code)

(650) 944-6000
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Name of Exchange on Which Registered
Common Stock, $0.01 par value	NASDAQ Global Select Market

Securities registered pursuant to Section 12(g) of the Act: None.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes þ No o

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. Yes o No þ

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports); and (2) has been subject to such filing requirements for the past 90 days. Yes þ No o

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes þ No o

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. þ

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See definition of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one)

Large accelerated filer þ	Accelerated filer o	Non-accelerated filer o (Do not check if a smaller reporting company)	Smaller reporting company o

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes o No þ

The aggregate market value of Intuit Inc. outstanding common stock held by non-affiliates of Intuit as of January 31, 2013, the last business day of our most recently completed second fiscal quarter, based on the closing price of $62.38 reported by the NASDAQ Global Select Market on that date, was $17.7 billion.

There were 282,712,839 shares of Intuit voting common stock outstanding as of August 30, 2013.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive proxy statement for its Annual Meeting of Stockholders to be held on January 23, 2014 are incorporated by reference in Part III of this Annual Report on Form 10-K.

INTUIT INC.
FISCAL 2013 FORM 10-K

INDEX

Item		Page
PART I		
ITEM 1:	Business	3
ITEM 1A:	Risk Factors	15
ITEM 1B:	Unresolved Staff Comments	26
ITEM 2:	Properties	26
ITEM 3:	Legal Proceedings	26
ITEM 4:	Mine Safety Disclosures	27
PART II		
ITEM 5:	Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities	27
ITEM 6:	Selected Financial Data	30
ITEM 7:	Management's Discussion and Analysis of Financial Condition and Results of Operations	31
ITEM 7A:	Quantitative and Qualitative Disclosures About Market Risk	50
ITEM 8:	Financial Statements and Supplementary Data	52
ITEM 9:	Changes in and Disagreements with Accountants on Accounting and Financial Disclosure	96
ITEM 9A:	Controls and Procedures	96
ITEM 9B:	Other Information	96
PART III		
ITEM 10:	Directors, Executive Officers and Corporate Governance	97
ITEM 11:	Executive Compensation	99
ITEM 12:	Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters	99
ITEM 13:	Certain Relationships and Related Transactions, and Director Independence	99
ITEM 14:	Principal Accountant Fees and Services	99
PART IV		
ITEM 15:	Exhibits and Financial Statement Schedules	100
	Signatures	101

EX-10.21
EX-10.68
EX-10.71
EX-10.77
EX-10.78
EX-10.79
EX-10.85
EX-21.01
EX-23.01
EX-31.01
EX-31.02
EX-32.01
EX-32.02
EX-101.INS XBRL Instance Document
EX-101.SCH XBRL Taxonomy Extension Schema
EX-101.CAL XBRL Taxonomy Extension Calculation Linkbase
EX-101.LAB XBRL Taxonomy Extensions Label Linkbase
EX-101.PRE XBRL Taxonomy Extension Presentation Linkbase
EX-101.DEF XBRL Taxonomy Extension Definition Linkbase

Intuit, the Intuit logo, QuickBooks, TurboTax, Lacerte, ProSeries, Quicken, and Mint, among others, are registered trademarks and/or registered service marks of Intuit Inc., or one of its subsidiaries, in the United States and other countries. Other parties' marks are the property of their respective owners.

This Annual Report on Form 10-K contains forward-looking statements that involve risks and uncertainties. Please see the section entitled *"Forward-Looking Statements and Risk Factors"* in Item 1A of this Report for important information to consider when evaluating these statements.

PART I

ITEM 1
BUSINESS

CORPORATE BACKGROUND

General

Intuit Inc. is a leading provider of innovative business and financial management solutions for small businesses, consumers and accounting professionals. Our flagship products and services that include QuickBooks, TurboTax and Quicken help customers solve important business and financial management problems, such as running a small business, paying bills, filing income taxes, or managing personal finances. ProSeries and Lacerte are Intuit's leading tax preparation offerings for professional accountants.

Our products and services are available in the United States, Canada, the United Kingdom, Australia, India and Singapore, helping to simplify the business of life for more than 45 million people.

We had revenue of $4.2 billion in our fiscal year ended July 31, 2013, with approximately 8,000 employees in major offices in the United States, Canada, India, the United Kingdom and other locations at that time.

Intuit was incorporated in California in March 1984. We reincorporated in Delaware and completed our initial public offering in March 1993. Our principal executive offices are located at 2700 Coast Avenue, Mountain View, California, 94043, and our main telephone number is 650-944-6000. Our corporate website, *www.intuit.com*, provides materials for investors and information relating to Intuit's corporate governance. The content on any website referred to in this filing is not incorporated by reference into this filing unless expressly noted otherwise. When we refer to "we," "our" or "Intuit" in this Annual Report on Form 10-K, we mean the current Delaware corporation (Intuit Inc.) and its California predecessor, as well as all of our consolidated subsidiaries.

Available Information

We file reports required of public companies with the Securities and Exchange Commission (SEC). These include annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, proxy statements and other reports, and amendments to these reports. The public may read and copy the materials we file with or furnish to the SEC at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. The public may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC also maintains a website at *www.sec.gov* that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC. We make available free of charge on the Investor Relations section of our corporate website all of the reports we file with or furnish to the SEC as soon as reasonably practicable after the reports are filed or furnished. Copies of this Annual Report on Form 10-K may also be obtained without charge by contacting Investor Relations, Intuit Inc., P.O. Box 7850, Mountain View, California 94039-7850 or by calling 650-944-6000.

BUSINESS OVERVIEW

Intuit's Mission

We seek to be a premier innovative growth company that improves our customers' financial lives so profoundly they can't imagine going back to the old way.

Our customers include consumers and small businesses, and the accounting professionals who serve and advise them. We help simplify the business of life in four ways:

- Improving financial strength – Helping consumers make and save money and small businesses to grow and profit.
- Increasing productivity – Turning drudgery into time for what matters most.
- Maintaining compliance – Helping customers comply with regulations.

- Building confidence – Sharing the wisdom and experience of others.

As emerging technology and market trends change the way people live and work, we change, too. We've adapted our product line, moving from the desktop to the Internet and mobile devices. By offering many services online, we're connecting customers to our solutions and with each other in ways that add more value to our products and services.

Our growth strategy is described below and focuses on two key outcomes:

- To be the operating system behind small business success.
- To do the nations' taxes in the United States and Canada.

We apply this vision globally, helping our customers expand their business to domestic and global markets, creating and selling our own products internationally, and extending our recruiting efforts to new countries to find best-in-class talent.

Our Business Portfolio

In fiscal 2013 we organized our portfolio of businesses into three principal categories — Small Business Group, Tax, and Other Businesses. These categories included six financial reporting segments. See below for more information on our Intuit Financial Services and Intuit Health businesses, which we classified as discontinued operations in the fourth quarter of fiscal 2013.

Small Business Group: This category includes three segments – Financial Management Solutions, Employee Management Solutions, and Payment Solutions – targeting the small business market.

- Our Financial Management Solutions segment includes QuickBooks financial and business management software and services; QuickBooks technical support; financial supplies; and Demandforce, which provides online marketing and customer communication solutions.
- Our Employee Management Solutions segment provides payroll products and services.
- Our Payment Solutions segment provides merchant services, including credit and debit card processing; electronic check conversion and automated clearing house services; Web-based transaction processing services for online merchants; and GoPayment mobile payment processing services.

Tax: This category includes two segments — Consumer Tax and Accounting Professionals.

- Our Consumer Tax segment includes TurboTax income tax preparation products and services for consumers and small businesses.
- Our Accounting Professionals segment includes Lacerte, ProSeries and Intuit Tax Online professional tax products and services. This segment also includes QuickBooks Premier Accountant Edition and the QuickBooks ProAdvisor Program for accounting professionals.

Other Businesses: This segment includes our global businesses, primarily in Canada, the United Kingdom, Australia, India and Singapore; and our personal finance offerings, Quicken and Mint.

In the fourth quarter of fiscal 2013, Intuit announced two planned divestitures and a strategic organizational realignment to increase our focus on the two strategic outcomes described in *"Intuit's Mission"* above. We announced the pending sale of our Intuit Financial Services business and our intention to sell our Intuit Health business. As a result, we classified both businesses as discontinued operations in the fourth quarter of fiscal 2013 and have not included them in the description of our portfolio of businesses above. We also announced that effective August 1, 2013, the Company would be organized into the following key businesses: Small Business Financial Solutions, Small Business Management Solutions, Consumer Tax, Consumer Ecosystem, Professional Tax, and Accountant and Advisor. Intuit's international small business and tax businesses are being centralized into these respective businesses and all lines of business will be managed on a global basis in the future. We began to review our businesses under the new organization beginning August 1, 2013 and we will reflect that new organization in our fiscal 2014 segment reporting.

Our Growth Strategy

Based on our assessment of key technology and demographic trends – an increasingly borderless world, the prevalence of mobile devices, and the scalability of the cloud – we see significant opportunities to drive future growth by continuing to solve the unmet needs of small businesses, consumers, and accounting professionals. Our evolving growth strategy includes three key elements:

- *Focus on the product - we call it "Delivering awesome product experiences."* Computing devices are moving to the palm of our hands in the form of tablets and smart phones. Therefore, we are increasingly focused on reimagining our products with a mobile-first, and in some cases mobile-only, design. Our TurboTax solutions, for example, let customers prepare and file their entire tax returns online, via tablet, mobile phone or desktop computer. We also believe that a key factor in growing our customer base is delivering an amazing first-use experience so our customers can get the value they expect from our offerings as quickly and easily as possible.

- *Creating network effect platforms - we call it "Enabling the contributions of others."* We expect to solve problems faster and more efficiently for our growing base of customers by moving to more open platforms with application programming interfaces that enable the contributions of end users and third-party developers. One example of this is QuickBooks Online, which allows small business customers all over the world to localize, configure, and add value to the offering.

- *Leveraging our data for our customers' benefit - we call it "Using data to create delight."* Our 50 million customers are generating valuable data that we seek to appropriately use to deliver better products and breakthrough benefits by eliminating the need to enter data, helping them make better decisions, and improving transactions and interactions.

This strategy recognizes the emergence and influence of the digital generation, the increasing relevance of social networks, and customers' growing reliance on the Internet, mobile devices, and information-based technology to manage important financial tasks. It also acknowledges the potential of new market opportunities around the world. The result is a global market that is shifting from traditional services that are paper-based, human-produced, and brick-and-mortar bound, to one where people understand, demand, and embrace the benefits of connected services.

We continue to make significant progress in this environment. Connected services (total service and other revenue) generated $2.7 billion or 64 percent of our total revenue in fiscal 2013, compared with about 50 percent of our total revenue five years ago. Within connected services, software as a service offerings by themselves produced about $1.5 billion or 37 percent of our total revenue in fiscal 2013.

Summary

Generations age. Borders blur. Technology advances. As the way we live and work evolves, we adapt our strategy to meet and lead these changes. Yet our commitment remains consistent: developing innovative products and services that are so convenient and easy to use that customers actively recommend them to others. It's been our success formula for 30 years as we've worked to solve people's important business and financial management problems. And we'll maintain that commitment as we continue to evolve, working to help people solve each other's problems, connecting people to people and to solutions, wherever they are, whenever they want them, and on any device they choose.

PRODUCTS AND SERVICES

During fiscal 2013 we offered our products and services in the six business segments described in *"Business Overview"* above. The following table shows the classes of similar products or services, consistent with our reportable segments, that accounted for 10% or more of total net revenue within the last three fiscal years.

	Fiscal 2013	Fiscal 2012	Fiscal 2011
Financial Management Solutions	20%	18%	18%
Employee Management Solutions	14%	13%	13%
Payment Solutions	11%	11%	10%
Consumer Tax	36%	38%	38%
Accounting Professionals	11%	11%	12%

Our products and services are sold mainly in the United States and are described below. International total net revenue was less than 5% of consolidated total net revenue for fiscal 2013, fiscal 2012, and fiscal 2011. For financial information about these

segments, see *"Management's Discussion and Analysis of Financial Condition and Results of Operations"* in Item 7 and Note 15 to the financial statements in Item 8 of this Report.

Financial Management Solutions

QuickBooks. Our QuickBooks product line brings bookkeeping capabilities and business management tools to small business users in an easy-to-use design that does not require them to be familiar with debit and credit accounting. We offer a range of desktop and online products and services to suit the needs of different types of businesses. Our desktop software products include QuickBooks Pro and QuickBooks Pro for Mac, which provide accounting functionality for small businesses; QuickBooks Premier, which provides small businesses with advanced accounting functionality and business planning tools; and QuickBooks Enterprise Solutions, designed for larger businesses. Our Premier and Enterprise products also come in a range of industry-specific editions, including Contractor, Manufacturing and Wholesale, Nonprofit, Professional Services, and Retail. Our online offerings include QuickBooks Simple Start Online, which provides accounting functionality suitable for very small, less complex businesses. QuickBooks Online Essentials and QuickBooks Online Plus provide online accounting functionality suitable for progressively larger businesses. All three offerings allow multiple users to access the application from any location via the Internet using a personal computer, tablet device or smartphone.

QuickBooks Technical Support. We offer several technical support options to our QuickBooks customers. These include support plans that are sold separately and priced based on the length of the plan. We also offer a limited amount of free technical support assistance to customers, a free self-help information section on our QuickBooks.com website and free access to the QuickBooks Community, an online forum where QuickBooks users can share information with each other.

Demandforce. Our Demandforce offerings help small businesses communicate with their customers, build their online reputations, and leverage a network of local businesses for more effective online marketing. Features include e-mail and text message appointment reminders and confirmations; electronic marketing offers and newsletters; online customer reviews and referrals; and tools for tracking and measuring the effectiveness of electronic marketing efforts.

Financial Supplies. We offer a range of financial supplies designed for small businesses and individuals that use QuickBooks and Quicken. These include standard paper checks and Secure Plus checks with CheckLock™ fraud protection features; envelopes, invoices and deposit slips; and business identity products such as business cards and stationery. We also offer tax forms, tax return presentation folders and other supplies for professional tax preparers.

QuickBase. Our QuickBase offering is a software as a service platform that allows users to select ready-made online workgroup applications or create custom solutions for their businesses. The most common solutions include project collaboration, sales team management, and employee management. QuickBase customers pay a monthly or annual subscription fee that varies based on the number of users and the amount of data and file storage they need.

Intuit Partner Platform: The Intuit Partner Platform provides the tools developers need to create Web and mobile applications that add value to QuickBooks. The platform allows developers to build applications that integrate with QuickBooks data and solve the unique needs of our customers. Developers can create applications on the Intuit Partner Platform using any development platform they choose, and must pass a standards and security check before offering their programs to customers. All applications are available through the Intuit App Center at *apps.com*. Here QuickBooks users can find, buy and use applications connected to the platform. A growing number of companies offer applications built for the platform, including Bill.com and Salesforce.com.

Employee Management Solutions

QuickBooks Payroll. QuickBooks Payroll is a family of products sold on a subscription basis to small businesses that use QuickBooks and prepare their own payroll or want some assistance with preparing their payroll. It is also sold to accountants who use QuickBooks and help their clients manage their payrolls. The product family includes:

- QuickBooks Basic Payroll, which provides payroll tax tables and payroll reports;
- QuickBooks Enhanced Payroll, which provides payroll tax tables, payroll reports, federal and state payroll tax forms, and eFile & Pay for federal and state payroll taxes;
- QuickBooks Enhanced Payroll for Accountants, which has several accountant-specific features in addition to the features in QuickBooks Enhanced Payroll; and
- QuickBooks Online Payroll, for use with QuickBooks Online.

We also offer QuickBooks Assisted Payroll, through which we provide the back-end aspects of payroll processing, including tax payments and filings, for customers who process their payrolls using QuickBooks. Direct deposit is included with QuickBooks Online Payroll and available with each of the other offerings for an additional fee.

Intuit Online Payroll. Intuit Online Payroll provides small business payroll services that do not require the use of QuickBooks. This offering is sold on a subscription basis and includes online payroll tax calculation, payroll reports, federal and state payroll tax forms, electronic payment of federal and state payroll taxes, and direct deposit of paychecks. We also offer an Intuit Online Payroll mobile app for smartphones.

Intuit Full Service Payroll. This offering is also sold on a subscription basis and provides comprehensive payroll services to customers who prefer not to perform payroll tasks themselves. Intuit Full Service Payroll does not require the use of QuickBooks and includes processing of payrolls based on information submitted online by the payroll customer, direct deposit of paychecks, electronic payment of federal and state payroll taxes, electronic filing of federal and state payroll tax forms, and preparation and issuance of year end W-2 forms.

Other Employee Management Solutions. We offer Snap Payroll, a free app that allows small businesses to calculate payroll taxes from an iPhone or iPad. ViewMyPaycheck is a Web app that allows employees of QuickBooks Payroll employers to view and print their paychecks and W-2 forms, and Paycheck Records is a Web app that allows employees of Intuit Online Payroll employers to view and print their paychecks. We also offer workers' compensation administration to small business employers for additional fees.

Payment Solutions

Merchant Services. We offer a full range of merchant services to small businesses that include credit card, debit card, electronic benefits, and gift card processing services; check verification, check guarantee, and electronic check conversion, including automated clearing house (ACH) and Check 21 capabilities; and Web-based transaction processing services for online merchants. In addition to transaction processing services, we provide a full range of support for our clients that includes customer service, merchant and consumer collections, chargeback and retrieval support, and fraud and loss prevention screening.

GoPayment. GoPayment allows users to accept credit card payments using a smartphone or tablet device. They can enter the credit card information manually or use a card swiper that attaches to the phone to capture the information. They can also send electronic receipts to their customers via e-mail or text message.

Point of Sale Solutions. We offer Basic, Pro and Multi-Store versions of QuickBooks Point of Sale, which helps retailers process sales using barcodes, track inventory and customer purchases, and integrates with QuickBooks financial software. The Pro version has advanced inventory and employee commission tracking capabilities. The Multi-Store version provides all of the features of the Pro version and the ability to manage up to 20 stores from a single office. We sell these software products with or without the accompanying hardware and technical support.

Intuit Payment Network. As members of the Intuit Payment Network, small businesses can send secure online payments to their vendors and receive them from their customers, from bank account to bank account, eliminating the need for paper checks.

Consumer Tax

Our TurboTax products and services are designed to enable individuals and small business owners to prepare and file their own federal and state personal and small business income tax returns quickly and accurately. They are designed to be easy to use, yet sophisticated enough for complex tax returns. Some of these offerings are available on mobile devices such as smartphones and tablets.

Tax Return Preparation Offerings. For the 2012 tax season we offered a range of software products and services that included desktop and online versions of TurboTax Basic, for simple returns; TurboTax Deluxe, for taxpayers who itemize deductions; TurboTax Premier, for taxpayers who own investments or rental property; and TurboTax Home and Business, for small business owners. We also offered TurboTax Business desktop software for larger businesses; TurboTax Free Edition online for the simplest returns; TurboTax for the Tablet; and SnapTax, an application that allows users with simple federal and state returns to prepare and electronically file them from their smartphones. We also offered free live tax advice from U.S.-based tax professionals to TurboTax customers during the 2012 tax season. All of these offerings are subject to change for the 2013 tax

season. TurboTax Live Community is an online forum where participants can learn from and share information with other users while preparing their income tax returns.

Electronic Filing and Other Services. Our desktop, online and mobile tax preparation customers can electronically file their federal and state income tax returns through our electronic filing center. For the 2012 tax season our online tax preparation and filing services were offered through the websites of thousands of financial institutions, electronic retailers, and other online merchants, and on Yahoo!® Finance Tax Center, MSN Money® Tax Center, and AOL Tax Center. Financial institutions can offer our online tax preparation and filing services to their customers through a link to TurboTax Online or through TurboTax for Online Banking, which provides functionality that is integrated with their online banking services. For the 2012 tax season we also offered TurboTax customers the option to receive their income tax refunds on a prepaid debit card that we provided through a partner.

Intuit Tax Freedom Project. Under the Intuit Tax Freedom Project, we provide online federal and state income tax return preparation and electronic filing services at no charge to eligible taxpayers. For the 2012 tax season we provided approximately 1.1 million free federal returns under this initiative. We are a member of the Free File Alliance, a consortium of private sector companies that has entered into an agreement with the federal government to provide free online federal tax preparation and filing services to eligible taxpayers. See also *"Competition — Consumer Tax"* later in this Item 1 for more information on the Free File Alliance.

Accounting Professionals

Our Accounting Professionals segment provides software and services for accountants and tax preparers in public practice. These include offerings that help professional accountants and tax preparers provide accounting, payroll, tax planning and tax compliance services to their individual and business clients, and that help them manage their own practices more effectively.

Tax Offerings. Our tax offerings for accounting professionals are Lacerte, ProSeries, and Intuit Tax Online. Lacerte software is designed for full-service accounting firms that prepare the most complex returns. We offer two versions of our ProSeries software: ProSeries Professional Edition, designed for year-round tax practices that prepare moderately complex tax returns; and ProSeries Basic Edition, designed for the needs of smaller and seasonal tax practices. Intuit Tax Online is designed for year-round tax practices that prepare moderately complex tax returns and want the advantages of an online offering. Accounting professionals license these tax products for a flat fee for unlimited use, or use them to print or electronically file tax returns on a "pay-per-return" basis. Accountants and tax preparers using Lacerte, ProSeries, and Intuit Tax Online can file their clients' tax returns using our electronic filing services.

Accounting Offerings. Our accounting offering for professionals, QuickBooks Premier Accountant Edition, provides the tools and file-sharing capabilities needed to efficiently complete bookkeeping, trial balance, write-up, and financial reporting tasks. Our QuickBooks ProAdvisor Program is a subscription-based membership that provides QuickBooks and QuickBooks Payroll software for professional accountants, technical support, training, product certification, access to marketing tools and discounts on products purchased on behalf of clients. Intuit Practice Management is an online offering that helps accounting professionals efficiently manage their practices. Intuit Practice Management integrates with Lacerte and QuickBooks, eliminating the need for duplicate data entry across these products, and provides online dashboards that allow professional firms to manage the status and due dates of engagements, client invoicing, and employee time tracking.

Other Businesses

Personal Finance

Our personal finance offerings help users organize, understand and manage their personal finances. Our Quicken line of desktop software products allow customers to reconcile bank accounts, pay bills, record credit card and other transactions, and track investments, mortgages and other assets and liabilities. Quicken also allows customers to flag their tax-related financial transactions and download that information into our TurboTax consumer tax return preparation software. We offer Quicken Starter Edition and Quicken Deluxe as well as Quicken Premier, which offers more robust investment and tax planning tools; Quicken Home and Business, which allows customers to manage both personal and small business finances in one application; Quicken Essentials for Mac; and a Quicken mobile application that is accessible from smartphones and tablets.

Our Mint personal finance service is free to users and shows them all of their financial accounts in one online location, provides tools that help them set up budgets and monitor spending, identifies money-saving ideas, and provides step-by-step guidance and advice on achieving their financial goals. We also offer a Mint application that is accessible from smartphones.

Global Business

In Canada, we offer versions of QuickBooks that we have "localized," that is, customized to meet the unique needs of customers in that specific international location. These include QuickBooks software offerings, payroll offerings, and service plans. We also offer consumer tax return preparation software, professional tax preparation products and services, merchant payment processing services, and localized versions of Quicken and Mint in Canada. In the United Kingdom, we offer localized versions of QuickBooks and QuickBooks Payroll, including products and services sold in partnership with banks. In addition to Canada and the UK, we currently offer localized versions of QuickBooks Online in Singapore, India and Australia. See Item 1A, "*Risk Factors and Forward-Looking Statements - Our international operations are subject to increased risks which may harm our business, operating results, and financial condition,"* for a discussion of risks relating to our international operations.

PRODUCT DEVELOPMENT

Since the markets for software and related services are characterized by rapid technological change, shifting customer needs and frequent new product introductions and enhancements, a continuous high level of investment is required to innovate and quickly develop new products and services as well as enhance existing offerings. Our product development efforts are becoming more important than ever as we pursue our connected services strategy, which reflects a world where people and businesses are increasingly connected by technology and expect access to services at any time in any place.

We develop many of our products and services internally. We have a number of United States and foreign patents and pending applications that relate to various aspects of our products and technology. We supplement our internal development efforts by acquiring or licensing products and technology from third parties, and establishing other relationships that enable us to enhance or expand our offerings more rapidly. We expect to expand our third party technology relationships as we continue to pursue our connected services strategy.

Our traditional core desktop software products – QuickBooks, TurboTax, Lacerte, ProSeries, and Quicken – tend to have predictable annual development and product release cycles. We also develop innovative new offerings such as SnapTax, Snap Payroll, GoPayment, Mint Mobile, and other mobile applications for which development cycles can be more rapid. Developing consumer and professional tax software and services presents unique challenges because of the demanding development cycle required to accurately incorporate tax law and tax form changes within a rigid timetable. The development timing for our payroll and merchant services offerings varies with business needs and regulatory requirements and the length of the development cycle depends on the scope and complexity of each project.

We continue to make substantial investments in research and development, and we expect to focus our future research and development efforts on enhancing existing products and services and on developing new products and services, including new mobile and global offerings. We also expect to continue to focus significant research and development efforts on ongoing projects to update the technology platforms for several of our offerings. Our research and development expenses were $685 million or 17% of total net revenue in fiscal 2013; $618 million or 16% of total net revenue in fiscal 2012; and $566 million or 16% of total net revenue in fiscal 2011.

SEASONALITY

Our QuickBooks, Consumer Tax and Accounting Professionals businesses are highly seasonal. Revenue from our QuickBooks software products tends to be highest during our second and third fiscal quarters. Sales of income tax preparation products and services are heavily concentrated in the period from November through April. In our Consumer Tax business, a greater proportion of our revenue has been occurring later in this seasonal period due in part to the growth in sales of TurboTax Online, for which revenue is recognized upon printing or electronic filing of a tax return. The seasonality of our Consumer Tax and Accounting Professionals revenue is also affected by the timing of the availability of tax forms from taxing agencies and the ability of those agencies to receive electronic tax return submissions. Delays in the availability of tax forms or the ability of taxing agencies to receive submissions can cause revenue to shift between our fiscal quarters. These seasonal patterns mean that our total net revenue is usually highest during our second quarter ending January 31 and third quarter ending April 30. We typically report losses in our first quarter ending October 31 and fourth quarter ending July 31. During these quarters, revenue from our tax businesses is minimal while core operating expenses such as research and development continue at relatively consistent levels. We believe the seasonality of our revenue and profitability is likely to continue in the future.

MARKETING, SALES AND DISTRIBUTION CHANNELS

Markets

Our primary target customers are small businesses, consumers, and accounting professionals. The markets in which we compete have always been characterized by rapid technological change, shifting customer needs, and frequent new product introductions and enhancements by competitors. Over the past several years, the widespread availability of the Internet, mobile devices, and the explosion of social media have accelerated the pace of change and revolutionized the way that customers learn about, evaluate, and purchase products and services.

Real-time, personalized online and mobile shopping experiences are rapidly becoming the standard. In addition, many customers now begin shopping in one channel and ultimately purchase in another. This creates a need for integrated, multi-channel, shop-and-buy experiences. Market and industry changes quickly make existing products and services obsolete. Our success depends on our ability to respond rapidly to these changes with new business models, updated competitive strategies, new or enhanced products and services, alternative distribution methods and other changes in the way we do business.

Marketing Programs

To sell our products and services to small businesses, consumers, and accounting professionals, we use a variety of traditional and innovative marketing programs to generate software orders, stimulate demand, and generally maintain and increase customer awareness of our product portfolio. These programs include: Web marketing and targeted advertising, such as search engine optimization and purchasing key words from major search engine companies; placing and promoting our mobile applications in proprietary online stores; direct-response mail and e-mail campaigns; telephone solicitations; newspaper, magazine, billboard, radio and television advertising; social media campaigns; and coordinated promotional offers with major retailers. We also use workflow-integrated, in-product discovery in some of our software products to market other related products and services, including third-party products and services. In addition, we create marketing campaigns that attract new users through free promotional offerings that are designed to ultimately convert them to paying customers.

Sales and Distribution Channels

Multi-Channel Shop-and-Buy Experiences. Our consumer and small business customers increasingly use the Internet and mobile devices, such as smartphones and tablets, to research products and services. Some customers buy and use our products and services entirely online or through their mobile devices. Others purchase desktop products and services using the Internet. Still others make their final decision at a retail location. We coordinate our websites, promotions, and retail displays to support this integrated, multi-channel, shop-and-buy model.

Direct Sales Channel. We sell many of our products and services for small businesses, consumers, and accounting professionals directly through our websites and call centers. Telesales continues to be an effective channel for serving customers that want live help to select the products and services that are right for their needs.

Retail Channel. We sell our QuickBooks, TurboTax, and Quicken desktop software as well as payroll services and merchant credit card payment processing services at retail locations across the United States. We sell these products and services directly and through distributors to office supply superstores, warehouse clubs, consumer electronics retailers, general mass merchandisers, online retailers, and catalogs. In Canada and other international markets we also rely on distributors and other third parties who sell products into the retail channel. The retail channel provides broad customer reach through retailer-sponsored advertising and exposure to retail foot traffic. This channel also gives us the opportunity to communicate our products, services and messages through multiple touch points and allows us to serve our customers at relatively modest cost.

Online Mobile Application Stores. We distribute many of our offerings for mobile devices through proprietary online stores that provide applications for specific devices. These include the Apple App Store, which provides apps for the Apple iPhone and iPad, and Google's Play Store, which provides apps for Android-compatible smartphones and tablets.

Other Channels. We have strategies to address the alliance partner, solution provider, and personal computer hardware manufacturer channels. Revenue from these channels is currently less significant than revenue from our direct and retail channels, but it is growing. We sell our consumer and small business products and services through selected alliance partners, primarily banks, credit unions, and securities and investment firms. These alliance partners help us reach new customers at the point of transaction and drive growth and market share by extending our online reach. Solution providers combine our products and services with value-added marketing, sales, and technical expertise to deliver a complete solution at the local level. Relationships with selected personal computer hardware manufacturers help us attract new customers for our core software offerings. As we expand our mobile and global offerings, we expect that strategic partnerships will become increasingly

important to our business. For example, we are marketing and selling some of our offerings through mobile phone service and hardware providers.

COMPETITION

Overview

We face intense competition in all of our businesses, both domestically and internationally. Competitive interest and expertise in many of the markets we serve have grown markedly over the past few years and we expect this trend to continue. Some of our existing competitors have significantly greater financial, technical, and marketing resources than we do. In addition, the competitive landscape can shift rapidly as new companies enter markets in which we compete. This is particularly true for online and mobile products and services, where the barriers to entry are lower than they are for desktop software products and services. To attract customers, many online and mobile competitors are offering free or low-priced entry-level products which we must take into account in our pricing strategies.

Our most obvious competition comes from other companies that offer technology solutions similar to ours. However, for many of our products and services, other important competitive alternatives for customers are third party service providers such as professional accountants and seasonal assisted tax preparation businesses. Manual tools and processes, or general-purpose software, are also important competitive alternatives.

Competition Specific to Business Segments

Small Business Group. Our QuickBooks desktop product is the leading small business financial management software in the U.S. retail channel. Our small business products and services face competitive challenges from companies such as The Sage Group plc, which offers software and associated services that directly target small business customers. Increasingly, our small business products and services also face competition from newer online accounting offerings from companies such as Xero, free or low-cost online accounting offerings, and free online banking and bill payment services offered by financial institutions and others. In our payroll business we compete directly with Automatic Data Processing, Inc. (ADP), Paychex, and many other companies with payroll offerings, including online payroll offerings. In our merchant services business we compete directly with large financial institutions such as Wells Fargo, JP Morgan Chase, and Bank of America and with many payment processors, including First Data Corporation, Elavon, Global Payments, and FIS-Certegy.

Consumer Tax. Our future growth depends on our ability to attract new customers to the self-preparation tax category from tax stores and other seasonal assisted tax preparers. In the private sector we face intense competition from H&R Block, which provides assisted tax preparation services in its stores and a competing software offering called H&R Block At Home. We also face competition from several other large assisted tax preparation service providers, from a myriad of small seasonal tax preparers, and from numerous online self-preparation offerings, including 2nd Story Software’s TaxACT. These competing offerings subject us to significant price pressure.

We also face competitive challenges in our Consumer Tax business from publicly funded government entities that offer electronic tax preparation and filing services at no cost to individual taxpayers. We are a member of the Free File Alliance, a consortium of private sector companies that has entered into an agreement with the federal government. Under this agreement, the member companies provide online federal tax preparation and filing services at no cost to eligible federal taxpayers, and the federal government has agreed not to provide a competing service. Approximately 20 states have also adopted Free File Alliance public-private agreements while approximately 20 other states offer some form of direct government tax preparation and filing services free to qualified taxpayers. We continue to actively work with others in the private and public sectors to advance the goals of the Free File Alliance policy initiative and to support successful public-private partnerships. However, future administrative, regulatory or legislative activity in this area could harm our Consumer Tax business.

Accounting Professionals. Our Lacerte professional tax offerings face competition from competitively-priced tax and accounting solutions that include integration with non-tax functionality. These include CCH’s ProSystems fx Office Suite and Thomson Reuters’ CS Professional Suite and GoSystems Tax. Our ProSeries professional tax offerings face competition from CCH’s ATX and TaxWise offerings. We also face growing competition from online tax and accounting offerings, which may be marketed more effectively or have lower pricing than our offerings for accounting professionals.

Competitive Factors

We believe the most important competitive factors for our core offerings — QuickBooks, TurboTax, Lacerte, ProSeries and Quicken — are ease of use, product features, size of the installed customer base, brand name recognition, value proposition,

cost, reliability, and product and support quality. Access to distribution channels is also important for our QuickBooks, TurboTax and Quicken software products. In addition, support from accounting professionals and the ability for customers to upgrade within product families as their businesses grow are significant competitive factors for our QuickBooks products. Productivity is an important competitive factor for the full-service accounting firms to which we market our Lacerte software products. We believe we compete effectively on these factors as our QuickBooks, TurboTax, and Quicken products are the leading products in the U.S. retail sales channel for their respective categories.

For our service offerings such as small business payroll and merchant payment processing, we believe the most important competitive factors are functionality, ease of use, high availability, the integration of these products with related software, brand name recognition, effective distribution, quality of support, and cost.

CUSTOMER SERVICE AND TECHNICAL SUPPORT

We provide customer service and technical support by telephone, e-mail, online chat, text messaging, online communities, and our customer service and technical support websites. We have full-time and outsourced customer service and technical support staffs. We supplement these staffs with seasonal employees and additional outsourcing during periods of peak call volumes, such as during the tax return filing season or following a major product launch. We outsource to several firms domestically and internationally. Most of our internationally outsourced consumer and small business customer service and technical support personnel are currently located in India and the Philippines.

We offer free self-help information through our technical support websites for our QuickBooks, TurboTax, Accounting Professionals, and Quicken software products. Customers can use our websites to find answers to commonly asked questions and check on the status of orders. Under certain paid support plans, customers can also use our websites to receive product updates electronically. Support alternatives and fees vary by product. We also sponsor online user communities such as Intuit Community for small businesses and accounting professionals, and TurboTax Live Community, where consumers can share knowledge and product advice with each other. Beginning with the 2011 tax season we began offering Free Tax Advice from U.S.-based tax professionals to TurboTax users.

MANUFACTURING AND DISTRIBUTION

Online Products and Services

Intuit's data centers house most of the systems, networks and databases required to operate and deliver our online products and services. These include QuickBooks Online, online payroll services, merchant payment processing services, online customer marketing and communication services for small businesses, TurboTax Online, Intuit Tax Online, consumer and professional electronic tax filing services, and Mint. Through our data centers, we connect customers to our products and services and store customer and business information. As our businesses continue to move toward delivering more online and mobile products and services in conjunction with our connected services strategy, we expect that our infrastructure will become even more critical to our business in the future.

Our primary data center is located at a facility we own in Washington state and we have a primary backup facility at a co-located data center in Nevada. We also have a number of other data centers that are primarily located in the western United States. We continue to execute on a multi-year plan to transition to fewer data centers in more geographically diverse locations.

Desktop Software and Supplies

The key processes in manufacturing desktop software are manufacturing compact discs (CDs), printing boxes and related materials, and assembling and shipping the final products.

For retail manufacturing, we have an agreement with Arvato Digital Services, Inc. (ADiS), a division of Bertelsmann AG, under which ADiS provides a majority of the manufacturing volume for our launches of QuickBooks, TurboTax and Quicken, as well as for day-to-day replenishment after product launches. ADiS has operations in multiple locations that can provide redundancy if necessary. We also have an agreement with JVC America Inc. under which JVC provides outsourced manufacturing volume for these launches and for day-to-day replenishment.

For retail distribution, we have an agreement with ADiS under which ADiS handles all logistics services. Our retail product launches are operationally complex. Our model for product delivery for retail launches and replenishment is a hybrid of direct

to store deliveries and shipments to central warehouse locations. This allows improved inventory management by our retailers. We also ship products for many of our smaller retail customers through distributors.

ADiS also provides most of the manufacturing volume and distribution services for our direct desktop software orders. We have an exclusive agreement with Harland Clarke, a division of M&F Worldwide Corporation, to fulfill orders for all of our printed checks and most other products for our financial supplies business.

We have multiple sources for all of our raw materials and availability has historically not been a significant problem for us.

Prior to major product releases for our core desktop software products we tend to have significant levels of backlog, but at other times backlog is minimal and we typically ship products within a few days of receiving an order. Because of this fluctuation in backlog, we believe that backlog is not a reliable predictor of our future core desktop software sales.

PRIVACY AND SECURITY OF CUSTOMER INFORMATION AND TRANSACTIONS

We are subject to various federal, state and international laws and regulations and to financial institution and healthcare provider requirements relating to the privacy and security of customer and employee personal information. We are also subject to laws and regulations that apply to the Internet, behavioral tracking, mobile applications, telemarketing, e-mail activities, data hosting and retention, financial and health information, and credit reporting. Additional laws in all of these areas are likely to be passed in the future, which could result in significant limitations on or changes to the ways in which we can collect, use, host, store or transmit the personal information and data of our customers or employees, communicate with our customers, and deliver products and services, or may significantly increase our compliance costs. As our business expands to new industry segments and new uses of data that are regulated for privacy and security, or to countries outside the United States that have strict data protections laws, our compliance requirements and costs will increase.

Through a Master Privacy Policy Framework designed to be consistent with globally recognized privacy principles, we comply with United States federal and other country guidelines and practices to help ensure that customers and employees are aware of, and can control, how we use information about them. Our primary websites and online products, such as Intuit.com, QuickBooks and TurboTax, have been certified by TRUSTe, an independent organization that operates a website and online product privacy certification program representing industry standard practices to address users' and regulators' concerns about online privacy. We also use privacy statements to provide notice to customers of our privacy practices, as well as provide them the opportunity to furnish instructions with respect to use of their personal information. We participate in industry groups whose purpose is to develop or influence industry best practices, and to influence public policy for privacy and security.

To address security concerns, we use security safeguards to help protect the systems and the information customers give to us from loss, misuse and unauthorized alteration. Whenever customers transmit sensitive information, such as a credit card number or tax return data, through one of our websites or products, we use industry standards to encrypt the data as it is transmitted to us. We work to protect our systems from unauthorized internal or external access using numerous commercially available computer security products as well as internally developed security procedures and practices.

GOVERNMENT REGULATION

Our Consumer Tax and Accounting Professionals businesses are subject to federal and state government requirements, including regulations related to the electronic filing of tax returns, the provision of tax preparer assistance and the use and disclosure of customer information. In addition, we offer certain other products and services, such as small business payroll, merchant payment processing services and insurance, which are subject to special regulatory requirements. As we expand our products and services, both domestically and internationally, we may become subject to additional government regulation. Further, regulators may adopt new laws or regulations or their interpretation of existing laws or regulations may differ from ours. These increased regulatory requirements could impose significant limitations on our business and increase our cost of compliance.

We are subject to federal and state laws and government regulations concerning employee safety and health and environmental matters. The Occupational Safety and Health Administration, the Environmental Protection Agency, and other federal and state agencies have the authority to put regulations in place that may have an impact on our operations.

INTELLECTUAL PROPERTY

Our success depends on the proprietary technology embodied in our offerings. We protect this proprietary technology by relying on a variety of intellectual property mechanisms, including copyright, patent, trade secret and trademark laws, restrictions on disclosure and other methods. For example, we regularly file applications for patents, copyrights and trademarks and service marks in order to protect intellectual property that we believe is important to our business. We hold a small but growing patent portfolio that we believe is important to Intuit's overall competitive advantage, although we are not materially dependent on any one patent or particular group of patents in our portfolio at this time. We also have a number of registered trademarks that include Intuit, QuickBooks, TurboTax, Lacerte, ProSeries, Quicken, and Mint. We have registered these and other trademarks and service marks in the United States and, depending on the relevance of each brand to other markets, in many foreign countries. Most registrations can be renewed perpetually at 10-year intervals. We also license intellectual property from third parties for use in our products.

Although our portfolio of patents is growing, the patents that have been issued to us could be determined to be invalid and may not be enforceable against competitive products in every jurisdiction. In addition, third parties have asserted and may, in the future, assert infringement claims against us and our customers. These claims and any litigation may result in invalidation of our proprietary rights or a finding of infringement along with an assessment of damages. Litigation, even if without merit, could result in substantial costs and diversion of resources and management attention. In addition, third party licenses may not continue to be available to us on commercially acceptable terms, or at all.

EMPLOYEES

As of July 31, 2013, we had approximately 8,000 full-time employees in major offices in the United States, Canada, India, the United Kingdom and other locations. We also employ a significant number of seasonal and contract employees during the second and third quarters of our fiscal years to support our consumer tax customers. For example, at the peak of the 2012 tax season we employed approximately 850 seasonal employees. We believe our future success and growth will depend on our ability to attract and retain qualified employees in all areas of our business. We do not currently have any collective bargaining agreements with our employees, and we believe employee relations are generally good. Although we have employment-related agreements with a number of key employees, these agreements do not guarantee continued service. We believe we offer competitive compensation and a good working environment. We were named one of *Fortune* magazine’s “100 Best Companies to Work For” in each of the last twelve years. However, we face intense competition for qualified employees, and we expect to face continuing challenges in recruiting and retention.

ITEM 1A
RISK FACTORS

Forward-Looking Statements and Risk Factors

This Annual Report on Form 10-K contains forward-looking statements. All statements in this report, other than statements that are purely historical, are forward-looking statements. Words such as “expect,” “anticipate,” “intend,” “plan,” “believe,” “forecast,” “estimate,” “seek,” and similar expressions also identify forward-looking statements. In this report, forward-looking statements include, without limitation, the following:

- our expectations and beliefs regarding future conduct and growth of the business;
- our beliefs and expectations regarding seasonality, competition and other trends that affect our business;
- our expectation that we will solve problems faster and more efficiently for our growing base of customers by moving to more open platforms with application programming interfaces that enable the contributions of end users and third party developers;
- our expectation that we will invest significant resources in our product development, marketing and sales capabilities;
- our expectation that we will continue to invest significant management attention and resources in our information technology infrastructure and in our privacy and security capabilities;
- our expectation that we will generate significant cash from operations;
- our expectations regarding the development of future products, services, business models and technology platforms and our research and development efforts;
- the assumptions underlying our critical accounting policies and estimates, including our estimates regarding product rebate and return reserves; the collectability of accounts receivable; stock volatility and other assumptions used to estimate the fair value of share-based compensation; the fair value of goodwill; and expected future amortization of acquired intangible assets;
- our belief that the investments we hold are not other-than-temporarily impaired;
- our belief that the reduction in liquidity of the municipal auction rate securities we hold will not have a material impact on our overall ability to meet our liquidity needs;
- our expectation that we will continue to repurchase our common stock on a quarterly basis;
- our expectation that we will continue to pay a comparable cash dividend on a quarterly basis;
- our belief that our exposure to currency exchange fluctuation risk will not be significant in the future;
- our assessments and estimates that determine our effective tax rate;
- our belief that our income tax valuation allowance is sufficient;
- our belief that it is not reasonably possible that there will be a significant increase or decrease in our unrecognized tax benefits over the next 12 months;
- our belief that we will not need funds generated from foreign operations to fund our domestic operations;
- our belief that our cash and cash equivalents, investments and cash generated from operations will be sufficient to meet our seasonal working capital needs, capital expenditure requirements, contractual obligations, debt service requirements and other liquidity requirements associated with our operations for at least the next 12 months;
- our expectation that we will record a pre-tax gain on disposal related to the sale of our Intuit Financial Services business of approximately $49 million in the first quarter of fiscal 2014;
- our belief that our facilities are suitable and adequate for our near-term needs and that we will be able to locate additional facilities as needed;
- our expectation that we will return excess cash generated by operations to our stockholders through repurchases of our common stock and the payment of cash dividends;
- our expectation that we will receive additional shares in connection with the accelerated share repurchase agreement we entered into on August 23, 2013; and
- our assessments and beliefs regarding the future outcome of pending legal proceedings and the liability, if any, that Intuit may incur as a result of those proceedings.

We caution investors that forward-looking statements are only predictions based on our current expectations about future events and are not guarantees of future performance. We encourage you to read carefully all information provided in this report and in our other filings with the SEC before deciding to invest in our stock or to maintain or change your investment. These forward-looking statements are based on information as of the filing date of this Annual Report, and we undertake no obligation to revise or update any forward-looking statement for any reason.

Because forward-looking statements involve risks and uncertainties, there are important factors that may cause actual results to differ materially from those contained in the forward-looking statements. These factors include the following:

We face intense competitive pressures that may harm our operating results.

We face intense competition in all of our businesses, and we expect competition to remain intense in the future. Our competitors and potential competitors range from large and established entities to emerging start-ups. Our competitors may introduce superior products and services, reduce prices, have greater technical, marketing and other resources, have greater name recognition, have larger installed bases of customers, have well-established relationships with our current and potential customers, advertise aggressively or beat us to market with new products and services. In addition, we may face competition from existing companies, with large established consumer user-bases and broad-based platforms, who may change or expand the focus of their business strategies and marketing to target our customers, including small businesses and tax customers. We also face intensified competition from providers of free accounting, tax, payments, and other financial services. In order to compete, we have also introduced free offerings in several categories, but we may not be able to attract customers or effectively monetize all of these offerings, and customers who have formerly paid for Intuit’s products and services may elect to use free offerings instead. These competitive factors may diminish our revenue and profitability, and harm our ability to acquire and retain customers.

Our consumer tax business also faces significant competition from the public sector, where we face the risk of federal and state taxing authorities developing software or other systems to facilitate tax return preparation and electronic filing at no charge to taxpayers. These or similar programs may be introduced or expanded in the future, which may cause us to lose customers and revenue. Although the Free File Alliance has kept the federal government from being a direct competitor to Intuit’s tax offerings, it has fostered additional online competition and may cause us to lose significant revenue opportunities. The current agreement with the Free File Alliance is scheduled to expire in October 2014. We anticipate that governmental encroachment at both the federal and state levels may present a continued competitive threat to our business for the foreseeable future.

Future revenue growth depends upon our ability to adapt to technological change and successfully introduce new and enhanced products, services and business models.

The software as a service, desktop software and mobile technology industries are characterized by rapidly changing technology, evolving industry standards and frequent new product introductions. As we continue to grow our software as a service, mobile and other offerings, we must continue to innovate and develop new products and features to meet changing customer needs and attract and retain talented software developers. We need to continue to develop our skills, tools and capabilities to capitalize on existing and emerging technologies, which require us to devote significant resources.

A number of our businesses also derive a significant amount of their revenue from one-time upfront license fees and rely on customer upgrades and service offerings to generate a significant portion of their revenues. In addition, our consumer and professional tax businesses depend significantly on revenue from customers who return each year to use our updated tax preparation and filing software and services. As our existing products mature, encouraging customers to purchase product upgrades becomes more challenging unless new product releases provide features and functionality that have meaningful incremental value. If we are not able to develop and clearly demonstrate the value of new or upgraded products or services to our customers, our revenues may be harmed. In addition, as we continue to introduce and expand our new business models, including offerings that are subscription-based or that are free to end users, we may be unsuccessful in monetizing or increasing customer adoption of these offerings.

The number of people who access products and services through devices other than personal computers, including mobile phones, smartphones, and handheld computers such as tablets, has increased dramatically in the past few years. We have limited experience to date in developing products and services for users of these alternative devices, and the versions of our products and services developed for these devices may not be compelling to users. Even if we are able to attract new users through these mobile offerings, the amount of revenue that we derive per user from mobile offerings may be less than the revenue that we have historically derived from users of personal computers. As new devices and new platforms are continually being released, it is difficult to predict the problems we may encounter in developing versions of our products and services for use on these alternative devices and we may need to devote significant resources to the creation, support, and maintenance of

such offerings. If we are slow to develop products and technologies that are compatible with these alternative devices, of if our competitors are able to achieve those results more quickly than us, we will fail to capture a significant share of an increasingly important portion of the market for online services, which could adversely affect our business.

In some cases, we may expend a significant amount of resources and management attention on offerings that do not ultimately succeed in their markets. We have encountered difficulty in launching new products and services in the past. If we misjudge customer needs in the future, our new products and services may not succeed and our revenues and earnings may be harmed. We have also invested, and in the future expect to invest, in new business models, geographies, strategies and initiatives. Such endeavors may involve significant risks and uncertainties, including distraction of management from current operations, expenses associated with the initiatives and inadequate return on investments. Because these new initiatives are inherently risky, they may not be successful and may harm our financial condition and operating results.

Business interruption or failure of our information technology and communication systems may impair the availability of our products and services, which may damage our reputation and harm our future financial results.

As we continue to transition our business to more connected services, we become more dependent on the continuing operation and availability of our information technology and communication systems and those of our external service providers, including, for example, third party Internet-based or "cloud" computing services. We do not have redundancy for all of our systems, many of our critical applications reside in only one of our data centers, and our disaster recovery planning may not account for all eventualities. We also do not maintain real-time back-up of all our data, and in the event of significant system disruption we may experience loss of data or processing capabilities, which may cause us to lose customers and may materially harm our reputation and our operating results. In addition, we are in the process of updating our customer facing applications and the supporting information technology infrastructure to meet our customers' expectations for continuous service availability. Any difficulties in upgrading these applications or infrastructure or failure of our systems or those of our third-party service providers may result in interruptions in our service, which may reduce our revenues and profits, cause us to lose customers and damage our reputation. Any prolonged interruptions at any time may result in lost customers, additional refunds of customer charges, negative publicity and increased operating costs, any of which may significantly harm our business, financial condition and results of operations.

We are in the process of migrating our applications and infrastructure to new data centers. If we do not execute the transition to the new data centers in an effective manner, we may experience unplanned service disruptions or unforeseen increases in costs which may harm our operating results and our business.

Our business operations, data centers, information technology and communications systems are vulnerable to damage or interruption from natural disasters, human error, malicious attacks, fire, power loss, telecommunications failures, computer viruses, computer denial of service attacks, terrorist attacks and other events beyond our control. The majority of our research and development activities, our corporate headquarters, our principal information technology systems, and other critical business operations are located near major seismic faults. We do not carry earthquake insurance for direct quake-related losses. Our future financial results may be materially harmed in the event of a major earthquake or other natural or man-made disaster.

We rely on internal systems and external systems maintained by manufacturers, distributors and other service providers to take and fulfill customer orders, handle customer service requests and host certain online activities. Any interruption or failure of our internal or external systems may prevent us or our service providers from accepting and fulfilling customer orders or cause company and customer data to be unintentionally disclosed. Our continuing efforts to upgrade and expand our network security and other information systems as well as our high-availability capabilities may be costly, and problems with the design or implementation of system enhancements may harm our business and our results of operations.

Our hosting, collection, use and retention of personal customer information and data require costly compliance efforts, and a breach of our security measures could disrupt our businesses, result in the disclosure of confidential information, damage our reputation, and cause losses.

A number of our businesses collect, use and retain large amounts of personal customer information and data, including credit card numbers, tax return information, bank account numbers and passwords, personal and business financial data, social security numbers, healthcare information and payroll information. We may also develop new business models that use certain personal information, or data derived from personal information. In addition, we collect and maintain personal information of our employees in the ordinary course of our business. Some of this personal customer and employee information is held and some transactions are executed by third parties. In addition, as many of our products and services are Web-based and mobile application-based, the amount of data we store for our users on our servers and the servers of our vendors that provide hosting services (including personal information) has been increasing and will continue to increase as we further transition our

businesses to connected services. We and our vendors use commercially available security technologies to protect transactions and personal information. We use security and business controls to limit access and use of personal information and require our vendors to implement similar controls. However, we may not have the ability to effectively monitor the implementation of the security measures of our vendors, and, in any event, individuals or third parties may be able to circumvent these security and business measures, and errors in the storage, use or transmission of personal information may result in a breach of customer or employee privacy or theft of assets, which may require notification under applicable data privacy regulations. We employ contractors, temporary and seasonal employees who may have access to the personal information of customers and employees or who may execute transactions in the normal course of their duties. While we conduct background checks of our employees and other individuals and limit access to systems and data, it is possible that one or more of these individuals may circumvent these controls, resulting in a security breach.

We are subject to laws, rules and regulations relating to the collection, use, and security of user data. New laws in this area have been passed by several jurisdictions, and other jurisdictions are considering imposing additional restrictions. These new laws may be interpreted and applied inconsistently from jurisdiction to jurisdiction and our current data protection policies and practices may not be consistent with those interpretations and applications. In addition, the ability to execute transactions and the possession and use of personal information and data in conducting our business subjects us to legislative and regulatory burdens that may require notification to customers or employees of a security breach, restrict our use of personal information and hinder our ability to acquire new customers or market to existing customers. As our business continues to expand to new industry segments that may be more highly regulated for privacy and data security, and to countries outside the United States that have more strict data protection laws, our compliance requirements and costs may increase. We have incurred – and may continue to incur – significant expenses to comply with mandatory privacy and security standards and protocols imposed by law, regulation, industry standards or contractual obligations.

A major breach of our security measures or those of third parties that provide hosting services for us, execute transactions or hold and manage personal information may have serious negative consequences for our businesses, including possible fines, penalties and damages, reduced customer demand for our services, harm to our reputation and brands, further regulation and oversight by federal or state agencies, and loss of our ability to provide financial transaction services or accept and process customer credit card orders or tax returns. From time to time, we detect, or receive notices from customers or public or private agencies that they have detected, vulnerabilities in our servers, our software or third-party software components that are distributed with our products. The existence of vulnerabilities, even if they do not result in a security breach, may harm customer confidence and require substantial resources to address, and we may not be able to discover or remediate such security vulnerabilities before they are exploited. In addition, our technologies, systems, and networks and our customers' devices have been subject to, and are likely to continue to be the target of, cyber attacks, computer viruses, worms, phishing attacks, malicious software programs and other information security breaches that could result in the unauthorized release, gathering, monitoring, misuse, loss or destruction of our customers' confidential, proprietary and other information, or otherwise disrupt our or our customers' or other third parties' business operations. Although this is an industry-wide problem that affects software across platforms, it is increasingly affecting our offerings because hackers tend to focus their efforts on well-known offerings that are popular among customers, and we expect them to continue to do so. If hackers are able to circumvent our security measures, or if we are unable to detect an intrusion into our systems and contain such intrusion in a reasonable amount of time, some of our customers' personal information may be compromised. Although we have commercially available network and application security, internal control measures, and physical security procedures to safeguard our systems, there can be no assurance that a security breach, intrusion, loss or theft of personal information will not occur, which may harm our business, customer reputation and future financial results and may require us to expend significant resources to address these problems, including notification under data privacy regulations.

If we are unable to develop, manage and maintain critical third party business relationships, our business may be adversely affected.

Our growth is dependent on the strength of our business relationships and our ability to continue to develop, maintain and leverage new and existing relationships. We rely on various third party partners, including software and service providers, suppliers, vendors, manufacturers, distributors, contractors, financial institutions, core processors, licensing partners and development partners, among others, in many areas of our business in order to deliver our offerings and operate our business. We also rely on third parties to support the operation of our business by maintaining our physical facilities, equipment, power systems and infrastructure. In certain instances, these third party relationships are sole source or limited source relationships and can be difficult to replace or substitute depending on the level of integration of the third party’s products or services into, or with, our offerings and/or the general availability of such third party’s products and services. In addition, there may be few or no alternative third party providers or vendors in the market. Further, there can be no assurance that we will be able to adequately retain third party contractors engaged to help us operate our business. The failure of third parties to provide acceptable and high quality products, services and technologies or to update their products, services and technologies may

result in a disruption to our business operations and our customers, which may reduce our revenues and profits, cause us to lose customers and damage our reputation. Alternative arrangements and services may not be available to us on commercially reasonable terms or we may experience business interruptions upon a transition to an alternative partner.

In particular, we have relationships with banks, credit unions and other financial institutions that support certain critical services we offer to our other customers. If macroeconomic conditions or other factors cause any of these institutions to fail, consolidate, stop providing certain services or institute cost-cutting efforts, our business and financial results may suffer and we may be unable to offer those services to our customers.

We have also started to increasingly utilize the distribution platforms of third parties like Apple's App Store and Google's Play Store for the distribution of certain of our product offerings. Although we benefit from the strong brand recognition and large user base of these distribution platforms to attract new customers, the platform owners have wide discretion to change the pricing structure, terms of service and other policies with respect to us and other developers. Any adverse changes by these third parties could adversely affect our financial results.

Increased government regulation of our businesses may harm our operating results.

Many of our businesses are regulated under federal, state and local laws, including our tax, accounting professionals, payroll and payments businesses. There have been significant new regulations and heightened focus by the government on many of these areas, as well as in areas such as insurance and healthcare (including, for example, the Affordable Care Act) that affect certain of our products and services. In addition, as we expand our products and services and revise our business models, both domestically and internationally, we may become subject to additional government regulation or increased regulatory scrutiny. Further, regulators may adopt new laws or regulations or their interpretation of existing laws or regulations may differ from ours. These regulatory requirements could impose significant limitations, require changes to our business, or cause changes in customer purchasing behavior that may result in reduced revenue or increased costs which may affect our operating results. Any changes that we may incur as a result of any such regulations may not be sustained over time depending on a number of factors, including market and industry reactions to such regulations.

In order to meet regulatory standards, we may be required to increase investment in compliance and auditing functions or new technologies. In addition, government authorities may enact other laws, rules or regulations that place new burdens or restrictions on our business or determine that our operations are directly subject to existing rules or regulations, such as requirements related to data collection, privacy, use, transmission, retention, processing and security, which may make our business more costly, less efficient or impossible to conduct, and may require us to modify our current or future products or services, which may harm our future financial results.

The tax preparation industry continues to receive heightened attention from federal and state governments. New legislation, regulation, public policy considerations, litigation by the government or private entities, or new interpretations of existing laws may result in greater oversight of the tax preparation industry, restrict the types of products and services that we can offer or the prices we can charge, or otherwise cause us to change the way we operate our tax businesses or offer our tax products and services. We may not be able to respond quickly to such regulatory, legislative and other developments, and these changes may in turn increase our cost of doing business and limit our revenue opportunities. In addition, if our practices are not consistent with new interpretations of existing laws, we may become subject to lawsuits, penalties, and other liabilities that did not previously apply. We are also required to comply with a variety of state revenue agency standards in order to successfully operate our tax preparation and electronic filing services. Changes in state-imposed requirements by one or more of the states, including the required use of specific technologies or technology standards, may significantly increase the costs of providing those services to our customers and may prevent us from delivering a quality product to our customers in a timely manner.

If we fail to process transactions effectively or fail to adequately protect against disputed or potential fraudulent activities, our revenue and earnings may be harmed.

Our operations process a significant volume and dollar value of transactions on a daily basis, especially in our payroll and payments businesses. Due to the size and volume of transactions that we handle, effective processing systems and controls are essential to ensure that transactions are handled appropriately. Despite our efforts, it is possible that we may make errors or that funds may be misappropriated due to fraud. The systems supporting our business are comprised of multiple technology platforms that are difficult to scale. If we are unable to effectively manage our systems and processes we may be unable to process customer data in an accurate, reliable and timely manner, which may harm our business. In our payments processing service business if merchants for whom we process payment transactions are unable to pay refunds due to their customers in connection with disputed or fraudulent merchant transactions, we may be required to pay those amounts and our payments may exceed the amount of the customer reserves we have established to make such payments.

The online tax preparation, payroll administration and online payments industries have been experiencing an increasing amount of fraudulent activities by third parties. Although we do not believe that any of this activity is uniquely targeted at our business, this type of fraudulent activity may adversely impact our own operations in our consumer tax, payroll, and payments businesses. In addition to any direct damages and potential fines that may result from such fraud, which may be substantial, a loss of confidence in our controls may seriously harm our business and damage our brand. As fraud detection and prevention abilities improve across the various industries in which we operate, we may implement risk control mechanisms that could make it more difficult for legitimate customers to obtain and use our products as well as prevent the sale of our products to those parties seeking to facilitate fraudulent activity, which could result in lost revenue and negatively impact our operating results.

Third parties claiming that we infringe their proprietary rights may cause us to incur significant legal expenses and prevent us from selling our products.

As the number of products in the software industry increases and the functionality of these products further overlap, and as we acquire technology through acquisitions or licenses, we may become increasingly subject to infringement claims, including patent, copyright, and trademark infringement claims. Litigation may be necessary to determine the validity and scope of the patent rights of others. We have received an increasing number of allegations of patent infringement claims in the past and expect to receive more claims in the future based on allegations that our offerings infringe upon patents held by third parties. Some of these claims are the subject of pending litigation against us and against some of our customers. These claims may involve patent holding companies or other adverse patent owners who have no relevant product revenues of their own, and against whom our own patents may provide little or no deterrence. The ultimate outcome of any allegation is uncertain and, regardless of outcome, any such claim, with or without merit, may be time consuming to defend, result in costly litigation, divert management’s time and attention from our business, require us to stop selling, delay shipping or redesign our products, or require us to pay monetary damages for royalty or licensing fees, or to satisfy indemnification obligations that we have with some of our customers. Our failure to obtain necessary license or other rights, or litigation arising out of intellectual property claims may harm our business.

We rely on third party intellectual property in our products and services.

Many of our products and services include intellectual property of third parties, which we license under agreements that must be renewed or renegotiated from time to time. We may not be able to obtain licenses to these third party technologies or content on reasonable terms, or at all. If we are unable to obtain the rights necessary to use this intellectual property in our products and services, we may not be able to sell the affected offerings and customers who are currently using the affected product may be disrupted, which may in turn harm our future financial results, damage our brand, and result in customer loss. Also, we and our customers have been and may continue to be subject to infringement claims as a result of the third party intellectual property incorporated in to our offerings. Although we try to mitigate this risk and we may not be ultimately liable for any potential infringement, pending claims require us to use significant resources, require management attention and could result in loss of customers.

Some of our offerings include third-party software that is licensed under so-called “open source” licenses, some of which may include a requirement that, under certain circumstances, we make available, or grant licenses to, any modifications or derivative works we create based upon the open source software. Although we have established internal review and approval processes to mitigate these risks, we may not be sure that all open source software is submitted for approval prior to use in our products. Many of the risks associated with usage of open source may not be eliminated, and may, if not properly addressed, harm our business.

Our intellectual property rights are valuable, and any inability to protect them could reduce the value of our products, services, and brand.

Our patents, trademarks, trade secrets, copyrights and other intellectual property rights are important assets for us. We aggressively protect our intellectual property rights by relying on federal, state and common law rights in the U.S. and internationally, as well as a variety of administrative procedures. We also rely on contractual restrictions to protect our proprietary rights in products and services. The efforts that we take to protect our proprietary rights may not always be sufficient or effective. Protecting our intellectual property rights is costly and time consuming and may not be successful in every location. Any significant impairment of our intellectual property rights could harm our business, our brand and our ability to compete.

Policing unauthorized use and copying of our products is difficult, expensive, and time consuming. Current U.S. laws that prohibit copying give us only limited practical protection from software piracy and the laws of many other countries provide

very little protection. We frequently encounter unauthorized copies of our software being sold through online marketplaces. Although we continue to evaluate and put in place technology solutions to attempt to lessen the impact of piracy and engage in efforts to educate consumers and public policy leaders on these issues and cooperate with industry groups in their efforts to combat piracy, we expect piracy to be a persistent problem that results in lost revenues and increased expenses.

Because competition for our key employees is intense, we may not be able to attract, retain and develop the highly skilled employees we need to support our planned growth.

Much of our future success depends on the continued service and availability of skilled personnel, including members of our executive team, and those in technical, marketing and staff positions. Experienced personnel in the software, mobile technologies, data security, and software as a service industries are in high demand and competition for their talents is intense, especially in California and India, where the majority of our employees are located. Also, as we strive to continue to adapt to technological change and introduce new and enhanced products and business models, we must be able to secure, maintain and develop the right quality and quantity of engaged and committed talent. Although we strive to be an employer of choice, we may not be able to continue to successfully attract, retain and develop key personnel which may cause our business to suffer.

As our product and service offerings become more tightly integrated, we may be required to recognize the related revenue over relatively longer periods of time.

Our expanding range of products and services, and the combinations in which we offer them, generate different revenue streams than our traditional desktop software businesses, and the accounting policies that apply to revenue from these offerings are complex. For example, as we offer more online services bundled with software products, we may be required to defer a higher percentage of our software product revenue into future fiscal periods. In addition, as we offer more services on a subscription basis, we recognize revenue from those services over the periods in which the services are provided. This may result in significant shifts of revenue from quarter to quarter, or from one fiscal year to the next.

The nature of our products and services necessitates timely product launches and if we experience significant product quality problems or delays, it may harm our revenue, earnings and reputation.

All of our tax products and many of our non-tax products have rigid development timetables that increase the risk of errors in our products and the risk of launch delays. Our tax preparation software product development cycle is particularly challenging due to the need to incorporate unpredictable tax law and tax form changes each year and because our customers expect high levels of accuracy and a timely launch of these products to prepare and file their taxes by the tax filing deadline. Due to the complexity of our products and the condensed development cycles under which we operate, our products sometimes contain “bugs” that may unexpectedly interfere with the operation of the software. The complexity of our products may also make it difficult for us to consistently deliver offerings that contain the features, functionality and level of accuracy that our customers expect. When we encounter problems we may be required to modify our code, distribute patches to customers who have already purchased the product and recall or repackage existing product inventory in our distribution channels. If we encounter development challenges or discover errors in our products late in our development cycle it may cause us to delay our product launch date. Any major defects or launch delays may lead to loss of customers and revenue, negative publicity, customer and employee dissatisfaction, reduced retailer shelf space and promotions, and increased operating expenses, such as inventory replacement costs, legal fees or payments resulting from our commitment to reimburse penalties and interest paid by customers due solely to calculation errors in our consumer tax preparation products.

Our businesses are highly seasonal and our quarterly results could fluctuate significantly.

Several of our businesses are highly seasonal which historically has caused significant quarterly fluctuations in our financial results. Revenue and operating results are usually strongest during the second and third fiscal quarters ending January 31 and April 30 due to our tax businesses contributing most of their revenue during those quarters and the timing of the release of our small business software products and upgrades. We typically experience lower revenues, and operating losses, in the first and fourth quarters ending October 31 and July 31. Our financial results may also fluctuate from quarter to quarter and year to year due to a variety of factors, including changes in product sales mix that affect average selling prices; product release dates; the timing of delivery of federal and state tax forms; any delay in our ability to successfully submit electronically filed tax returns with government agencies; changes in consumer behavior; the timing of our discontinuation of support for older product offerings; changes to our bundling strategy, such as the inclusion of upgrades with certain offerings; changes to how we communicate the availability of new functionality in the future (any of which may impact the pattern of revenue recognition); and the timing of acquisitions, divestitures, and goodwill and acquired intangible asset impairment charges. Any fluctuations in our operating results may adversely affect our stock price.

We are frequently a party to litigation and regulatory inquiries which could result in an unfavorable outcome and have an adverse effect on our business, financial condition, results of operation and cash flows.

We are subject to various legal proceedings, claims and regulatory inquiries that have arisen out of the ordinary conduct of our business and are not yet resolved and additional claims and inquiries may arise in the future. The number and significance of these claims and inquiries have increased as our businesses have evolved. Any proceedings, claims or inquiries initiated by or against us, whether successful or not, may be time consuming; result in costly litigation, damage awards, consent decrees, injunctive relief or increased costs of business; require us to change our business practices or products; require significant amounts of management time; result in diversion of significant operations resources; or otherwise harm of business and future financial results.

Adverse global economic conditions could harm our business and financial condition.

The onset or continuation of adverse macroeconomic developments could negatively affect our business and financial condition. Adverse global economic events have caused, and could, in the future, cause disruptions and volatility in global financial markets and increased rates of default and bankruptcy, and could impact consumer and small business spending. In particular, because the majority of our revenue is derived from sales within the U.S., economic conditions in the U.S. have an even greater impact on us than companies with a more diverse international presence. Challenging economic times could cause potential new customers not to purchase or to delay purchasing of our products and services, and could cause our existing customers to discontinue purchasing or delay upgrades of our existing products and services, thereby negatively impacting our revenues and future financial results. Decreased consumer spending levels could also reduce credit and debit card transaction processing volumes causing reductions in our payments revenue. Poor economic conditions and high unemployment have caused, and could in the future cause, a significant decrease in the number of tax returns filed, which may have a significant effect on the number of tax returns we prepare and file. In addition, weakness in the end-user consumer and small business markets could negatively affect the cash flow of our distributors and resellers who could, in turn, delay paying their obligations to us, which could increase our credit risk exposure and cause delays in our recognition of revenue or future sales to these customers. Any of these events could harm our business and our future financial results.

We regularly invest resources to update and improve our internal information technology systems and software platforms. Should our investments not succeed, or if delays or other issues with new or existing internal technology systems and software platforms disrupt our operations, our business could be harmed.

We rely on our network and data center infrastructure and internal technology systems for many of our development, marketing, operational, support, sales, accounting and financial reporting activities. We are continually investing resources to update and improve these systems and environments in order to meet existing, as well as the growing and changing requirements of our business and customers. If we experience prolonged delays or unforeseen difficulties in updating and upgrading our systems and architecture, we may experience outages and may not be able to deliver certain offerings and develop new offerings and enhancements that we need to remain competitive. Such improvements and upgrades are often complex, costly and time consuming. In addition such improvements can be challenging to integrate with our existing technology systems, or may uncover problems with our existing technology systems. Unsuccessful implementation of hardware or software updates and improvements could result in outages, disruption in our business operations, loss of revenue or damage to our reputation.

Our international operations are subject to increased risks which may harm our business, operating results, and financial condition.

In addition to uncertainty about our ability to generate revenues from our foreign operations and expand into international markets, there are risks inherent in doing business internationally, including:

- trade barriers and changes in trade regulations;
- difficulties in developing, staffing, and simultaneously managing a large number of varying foreign operations as a result of distance, language, and cultural differences;
- stringent local labor laws and regulations;
- credit risk and higher levels of payment fraud;
- profit repatriation restrictions, and foreign currency exchange restrictions;
- political or social unrest, economic instability, repression, or human rights issues;
- geopolitical events, including natural disasters, acts of war and terrorism;

- import or export regulations;
- compliance with U.S. laws such as the Foreign Corrupt Practices Act, and local laws prohibiting corrupt payments to government officials;
- antitrust and competition regulations;
- potentially adverse tax developments;
- economic uncertainties relating to European sovereign and other debt;
- different, uncertain or more stringent user protection, data protection, privacy and other laws; and
- risks related to other government regulation or required compliance with local laws.

Violations of the complex foreign and U.S. laws and regulations that apply to our international operations may result in fines, criminal actions or sanctions against us, our officers or our employees, prohibitions on the conduct of our business and damage to our reputation. Although we have implemented policies and procedures designed to promote compliance with these laws, there can be no assurance that our employees, contractors or agents will not violate our policies. These risks inherent in our international operations and expansion increase our costs of doing business internationally and may result in harm to our business, operating results, and financial condition.

If actual product returns exceed returns reserves our future financial results may be harmed.

We ship more desktop software products to our distributors and retailers than we expect them to sell, in order to reduce the risk that distributors or retailers may run out of products. This is particularly true for our Consumer Tax products, which have a short selling season and for which returns occur primarily in our fiscal third and fourth quarters. Like many software companies that sell their products through distributors and retailers, we have historically accepted significant product returns. We establish reserves against revenue for product returns in our financial statements based on estimated returns and we closely monitor product sales and inventory in the retail channel in an effort to maintain adequate reserves. In the past, returns have not differed significantly from these reserves. However, if we experience actual returns that significantly exceed reserves, it may result in lower net revenue.

Unanticipated changes in our income tax rates may affect our future financial results.

Our future effective income tax rates may be favorably or unfavorably affected by unanticipated changes in the valuation of our deferred tax assets and liabilities, or by changes in tax laws or their interpretation. In addition, we are subject to the continuous examination of our income tax returns by the Internal Revenue Service and other tax authorities. We regularly assess the likelihood of adverse outcomes resulting from these examinations to determine the adequacy of our provision for income taxes. These continuous examinations may result in unforeseen tax-related liabilities, which may harm our future financial results.

Amortization of acquired intangible assets and impairment charges may cause significant fluctuation in our net income.

Our acquisitions have resulted in significant expenses, including amortization and impairment of acquired technology and other acquired intangible assets, and impairment of goodwill. Total costs and expenses in these categories were approximately $99 million in fiscal 2013, $33 million in fiscal 2012, and $50 million in fiscal 2011. Although under current accounting rules goodwill is not amortized, we may incur impairment charges related to the goodwill already recorded and to goodwill arising out of future acquisitions. We test the impairment of goodwill annually in our fourth fiscal quarter or more frequently if indicators of impairment arise. The timing of the formal annual test may result in charges to our statement of operations in our fourth fiscal quarter that may not have been reasonably foreseen in prior periods. The total costs and expenses for fiscal 2013 and fiscal 2011 included goodwill and intangible asset impairment charges of $46 million and $30 million, respectively, that reduced the carrying value of our Intuit Health goodwill and intangible assets to zero. We recorded the goodwill and intangible assets for that reporting unit on our balance sheet in May 2010 in connection with our acquisition of Medfusion, Inc. At July 31, 2013, we had $1.2 billion in goodwill and $149 million in net acquired intangible assets on our balance sheet, both of which may be subject to impairment charges in the future. New acquisitions, and any impairment of the value of acquired intangible assets, may have a significant negative impact on our future financial results.

Our acquisition and divestiture activities may disrupt our ongoing business, may involve increased expenses and may present risks not contemplated at the time of the transactions.

We have acquired and may continue to acquire companies, products and technologies that complement our strategic direction. Acquisitions involve significant risks and uncertainties, including:

- inability to successfully integrate the acquired technology and operations into our business and maintain uniform standards, controls, policies, and procedures;
- inability to realize synergies expected to result from an acquisition;
- disruption of our ongoing business and distraction of management;
- challenges retaining the key employees, customers, resellers and other business partners of the acquired operation;
- the internal control environment of an acquired entity may not be consistent with our standards and may require significant time and resources to improve;
- unidentified issues not discovered in our due diligence process, including product or service quality issues, intellectual property issues and legal contingencies;
- failure to successfully further develop an acquired business or technology and any resulting impairment of amounts currently capitalized as intangible assets;
- in the case of foreign acquisitions and investments, the impact of particular economic, tax, currency, political, legal and regulatory risks associated with specific countries.

We have divested and may in the future divest certain assets or businesses that no longer fit with our strategic direction or growth targets. Divestitures involve significant risks and uncertainties, including:

- inability to find potential buyers on favorable terms;
- failure to effectively transfer liabilities, contracts, facilities and employees to buyers;
- requirements that we retain or indemnify buyers against certain liabilities and obligations in connection with any such divestiture;
- the possibility that we will become subject to third-party claims arising out of such divestiture;
- challenges in identifying and separating the intellectual properties to be divested from the intellectual properties that we wish to retain;
- inability to reduce fixed costs previously associated with the divested assets or business;
- challenges in collecting the proceeds from any divestiture;
- disruption of our ongoing business and distraction of management;
- loss of key employees who leave the Company as a result of a divestiture;
- if customers or partners of the divested business do not receive the same level of service from the new owners, our other businesses may be adversely affected, to the extent that these customers or partners also purchase other products offered by us or otherwise conduct business with our retained business.

Because acquisitions and divestitures are inherently risky, our transactions may not be successful and may, in some cases, harm our operating results or financial condition. Although we typically fund our acquisitions through cash available from operations, if we were to use debt to fund acquisitions or for other purposes, our interest expense and leverage would increase significantly, and if we were to issue equity securities as consideration in an acquisition, current shareholders' percentage ownership and earnings per share would be diluted.

We have $500 million in debt outstanding and may incur other debt in the future, which may adversely affect our financial condition and future financial results.

In fiscal 2007 we issued $500 million in senior unsecured notes due in March 2012 and $500 million in senior unsecured notes due in March 2017. We repaid the March 2012 notes when they became due using cash from operations. As the March 2017 debt matures, we will have to expend significant resources to either repay or refinance these notes. If we decide to refinance the notes, we may be required to do so on different or less favorable terms or we may be unable to refinance the notes at all, both of which may adversely affect our financial condition.

We have also entered into a $500 million five-year revolving credit facility. Although we have no current plans to request any advances under this credit facility, we may use the proceeds of any future borrowing for general corporate purposes, including future acquisitions.

This debt may adversely affect our financial condition and future financial results by, among other things:

- increasing our vulnerability to downturns in our business, to competitive pressures and to adverse economic and industry conditions;
- requiring the dedication of a portion of our expected cash from operations to service our indebtedness, thereby reducing the amount of expected cash flow available for other purposes, including capital expenditures and acquisitions; and
- limiting our flexibility in planning for, or reacting to, changes in our businesses and our industries.

Our current revolving credit facility imposes restrictions on us, including restrictions on our ability to create liens on our assets and the ability of our subsidiaries to incur indebtedness, and require us to maintain compliance with specified financial ratios. Our ability to comply with these ratios may be affected by events beyond our control. In addition, our short- and long-term debt includes covenants that may adversely affect our ability to incur certain liens or engage in certain types of sale and leaseback transactions. If we breach any of the covenants under our short- and long-term debt or our revolving credit facility and do not obtain a waiver from the lenders, then, subject to applicable cure periods, any outstanding indebtedness may be declared immediately due and payable.

In addition, changes by any rating agency to our credit rating may negatively impact the value and liquidity of both our debt and equity securities. If our credit ratings are downgraded or other negative action is taken, the interest rate payable by us under our revolving credit facility may increase. In addition, any downgrades in our credit ratings may affect our ability to obtain additional financing in the future and may affect the terms of any such financing.

We are subject to risks associated with information disseminated through our services.

The laws relating to the liability of online services companies for information such as online content disseminated through their services are subject to frequent challenges. In spite of settled law in the U.S., claims are made against online services companies by parties who disagree with the content. Where our online content is accessed on the internet outside of the U.S., challenges may be brought under foreign laws which do not provide the same protections for online services companies as in the U.S. These challenges in either U.S. or foreign jurisdictions may rise to legal claims alleging defamation, libel, invasion of privacy, negligence, copyright or trademark infringement, or other theories based on the nature and content of the materials disseminated through the services. Certain of our services include content generated by users of our online services. Although this content is not generated by us, claims of defamation or other injury may be made against us for that content. Any costs incurred as a result of this potential liability may harm our business.

Our stock price may be volatile and your investment could lose value.

Our stock price is subject to changes in recommendations or earnings estimates by financial analysts, changes in investors' or analysts' valuation measures for our stock, our credit ratings and market trends unrelated to our performance. Furthermore, speculation in the press or investment community about our strategic position, financial condition, results of operations, business or security of our products, can cause changes in our stock price. These factors, as well as general economic and political conditions and the timing of announcements in the public market regarding new products, product enhancements or technological advances by our competitors or us, and any announcements by us of acquisitions, major transactions, or management changes may adversely affect our stock price. Further, any changes in the amounts or frequency of share repurchases or dividends may also adversely affect our stock price. A significant drop in our stock price could expose us to the risk of securities class actions lawsuits, which may result in substantial costs and divert management's attention and resources, which may adversely affect our business.

Our business depends on our strong reputation and the value of our brands.

Developing and maintaining awareness of our brands is critical to achieving widespread acceptance of our existing and future products and services and is an important element in attracting new customers. Adverse publicity (whether or not justified) relating to events or activities attributed to us, our employees or agents may tarnish our reputation and reduce the value of our brands. Damage to our reputation and loss of brand equity may reduce demand for our products and services and thus have an adverse effect on our future financial results, as well as require additional resources to rebuild our reputation and restore the value of the brands.

ITEM 1B
UNRESOLVED STAFF COMMENTS

None.

ITEM 2
PROPERTIES

Our principal locations, their purposes and the expiration dates for the leases on facilities at those locations as of July 31, 2013 are shown in the table below. We have renewal options on many of our leases.

Location	Purpose	Approximate Square Feet	Principal Lease Expiration Dates
Mountain View and Menlo Park, California	Principal offices, corporate headquarters and headquarters for Financial Management Solutions and Employee Management Solutions businesses	1,000,000	2015 - 2026
San Diego, California	Headquarters for Consumer Tax business and general office space	466,000	2017
Bangalore, India	Headquarters for Intuit India	380,000	2015 - 2022
Quincy, Washington	Primary data center	240,000	Owned
Woodland Hills, California	Headquarters for Payment Solutions business	168,000	2018
Plano, Texas	Headquarters for Accounting Professionals business and data center	166,000	2026

We own buildings comprising approximately 130,000 square feet of the total square feet shown in the table above for our Mountain View and Menlo Park headquarters facility. The table above excludes approximately 72,000 square feet for the Westlake Village, California headquarters of the Intuit Financial Services business that we classified as discontinued operations at July 31, 2013 and sold on August 1, 2013. We also lease or own facilities in a number of smaller domestic locations and internationally in Canada, the United Kingdom, Singapore, and several other locations. We believe our facilities are suitable and adequate for our current and near-term needs, and that we will be able to locate additional facilities as needed. See Note 10 to the financial statements in Item 8 of this Report for more information about our lease commitments.

ITEM 3
LEGAL PROCEEDINGS

On January 13, 2012, two putative class actions were filed against Intuit Inc. in connection with our TurboTax income tax preparation software: *Smith v. Intuit Inc.* (U.S. District Court, Northern District of California) and *Quildon v. Intuit Inc.* (California Superior Court, Santa Clara County). The plaintiffs in both cases had asserted that the fees charged for the refund processing service offered within TurboTax are “refund anticipation loans” and the disclosures about those fees do not comply with California and federal laws. The *Smith* case was brought in federal court on behalf of a proposed nationwide class and subclasses; the *Quildon* case was brought in state court on behalf of a proposed California class and subclasses. In January 2013, for the purposes of settlement and without any admission of wrongdoing or liability, Intuit reached an agreement in principle to resolve all claims raised in the Smith and Quildon matters for an amount that is not material to our consolidated financial statements. We accrued that amount in the second quarter of fiscal 2013. The terms of the proposed settlement are subject to the approval of the court, which could approve, reject, or suggest modifications to those terms. We currently believe that the likelihood of a material change to the proposed settlement amount is remote.

Intuit is subject to certain routine legal proceedings, as well as demands, claims and threatened litigation, that arise in the normal course of our business, including assertions that we may be infringing patents or other intellectual property rights of others. We currently believe that, in addition to any amounts accrued, the amount of potential losses, if any, for any pending

claims of any type (either alone or combined) will not have a material impact on our consolidated financial statements. The ultimate outcome of any litigation is uncertain and, regardless of outcome, litigation can have an adverse impact on Intuit because of defense costs, negative publicity, diversion of management resources and other factors. Our failure to obtain necessary license or other rights, or litigation arising out of intellectual property claims could adversely affect our business.

ITEM 4
MINE SAFETY DISCLOSURES

None.

PART II

ITEM 5
MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Market Information for Common Stock

Intuit's common stock is quoted on the NASDAQ Global Select Market under the symbol "INTU." The following table shows the range of high and low sale prices reported on the NASDAQ Global Select Market for the periods indicated. The closing price of Intuit's common stock on August 30, 2013 was $63.53.

	High	Low
Fiscal year ended July 31, 2012		
First quarter	$55.43	$39.87
Second quarter	58.06	48.91
Third quarter	62.33	55.94
Fourth quarter	60.21	53.38
Fiscal year ended July 31, 2013		
First quarter	$61.70	$57.09
Second quarter	64.47	57.60
Third quarter	68.41	55.54
Fourth quarter	65.73	56.74

Stockholders

As of September 10, 2013 we had approximately 625 record holders and approximately 142,000 beneficial holders of our common stock.

Dividends

Prior to fiscal 2012, Intuit paid no cash dividends on its common stock. We declared and paid quarterly cash dividends that totaled $0.60 per share of outstanding common stock or $178 million during fiscal 2012 and $0.68 per share of outstanding common stock or $203 million during fiscal 2013. In August 2013 our Board of Directors declared a quarterly cash dividend of $0.19 per share of outstanding common stock payable on October 18, 2013 to stockholders of record at the close of business on October 10, 2013. We currently expect to continue to pay comparable cash dividends on a quarterly basis in the future; however, future declarations of dividends and the establishment of future record dates and payment dates are subject to the final determination of our Board of Directors.

Recent Sales of Unregistered Securities

None.

Purchases of Equity Securities by the Issuer and Affiliated Purchasers

Stock repurchase activity during the three months ended July 31, 2013 was as follows:

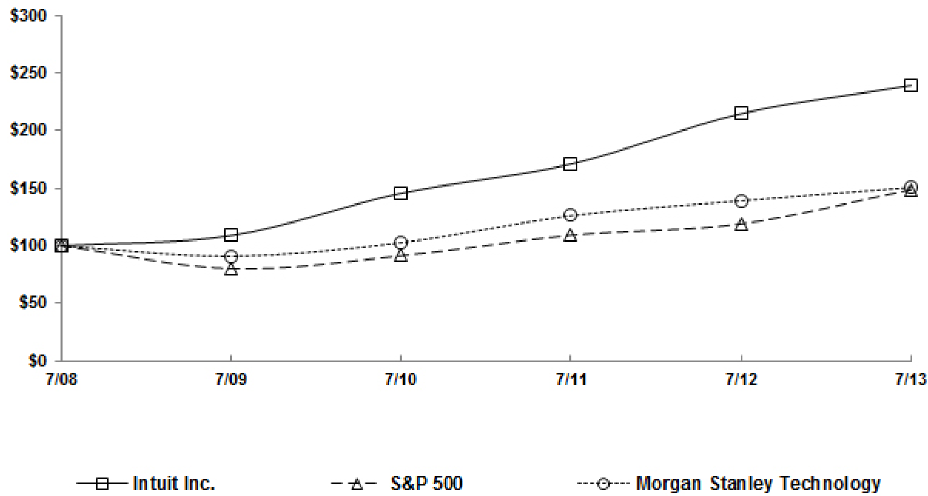
Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans	Approximate Dollar Value of Shares That May Yet Be Purchased Under the Plans
May 1, 2013 through May 31, 2013	—	$—	—	$1,447,748,511
June 1, 2013 through June 30, 2013	—	$—	—	$1,447,748,511
July 1, 2013 through July 31, 2013	—	$—	—	$1,447,748,511
Total	—	$—	—	

Note: We repurchased no shares of our common stock during the three months ended July 31, 2013. Under a plan we announced on August 18, 2011 we are authorized to repurchase up to $2 billion of our common stock from time to time over a three-year period ending on August 15, 2014. At July 31, 2013, authorization from our Board of Directors to expend up to $1.4 billion remained available under that plan. On August 19, 2013 our Board approved a new stock repurchase program under which we are authorized to repurchase up to an additional $2 billion of our common stock from time to time over a four-year period ending on August 19, 2017.

On August 23, 2013 we entered into an accelerated share repurchase (ASR) agreement with a large financial institution to repurchase $1.4 billion of Intuit's common stock on an accelerated basis. See "*Liquidity and Capital Resources - Stock Repurchase Programs and Dividends on Common Stock"* in Item 7 of this Report for more information.

Company Stock Price Performance

The graph below compares the cumulative total stockholder return on Intuit common stock for the last five full fiscal years with the cumulative total returns on the S&P 500 Index and the Morgan Stanley Technology Index for the same period. The graph assumes that $100 was invested in Intuit common stock and in each of the other indices on July 31, 2008 and that all dividends were reinvested. Intuit did not pay cash dividends prior to fiscal 2012. The comparisons in the graph below are based on historical data – with Intuit common stock prices based on the closing price on the dates indicated – and are not intended to forecast the possible future performance of Intuit's common stock.



*$100 invested on 7/31/08 in stock or index, including reinvestment of dividends.
Fiscal year ending July 31.

Copyright© 2013 S&P, a division of The McGraw-Hill Companies Inc. All rights reserved.

	July 31, 2008	July 31, 2009	July 31, 2010	July 31, 2011	July 31, 2012	July 31, 2013
Intuit Inc.	**$ 100.00**	**$ 108.67**	**$ 145.44**	**$ 170.87**	**$ 214.66**	**$ 239.08**
S&P 500	**$ 100.00**	**$ 80.04**	**$ 91.11**	**$ 109.02**	**$ 118.97**	**$ 148.71**
Morgan Stanley Technology Index	**$ 100.00**	**$ 90.70**	**$ 102.64**	**$ 125.99**	**$ 138.98**	**$ 150.64**

ITEM 6
SELECTED FINANCIAL DATA

The following tables show Intuit's selected financial information for the past five fiscal years. The comparability of the information is affected by a variety of factors, including acquisitions and divestitures of businesses, issuance and repayment of long-term debt, share-based compensation expense, amortization of acquired technology and other acquired intangible assets, repurchases of common stock under our stock repurchase programs, and the payment of cash dividends.

In fiscal 2007 we issued $1 billion in senior notes and in fiscal 2012 we repaid $500 million of those notes when they became due using cash from operations. In fiscal 2009 through fiscal 2013 we acquired several companies, including PayCycle, Inc., Mint Software Inc., and Demandforce, Inc. We have included the results of operations for each of them in our consolidated results of operations from their respective dates of acquisition.

We sold our Intuit Real Estate Solutions business in fiscal 2010. In fiscal 2013 we completed the sale of our Intuit Websites business and in August 2013 we completed the sales of our Intuit Financial Services and Intuit Health businesses. We accounted for all of these businesses as discontinued operations and have therefore reclassified our statements of operations for all periods presented below to reflect them as such. We have also reclassified our balance sheets for all periods presented below to reflect Intuit Financial Services as discontinued operations. The net assets of Intuit Real Estate Solutions, Intuit Websites, and Intuit Health were not significant, so we have not reclassified our balance sheets for any period presented below to reflect them as discontinued operations.

To better understand the information in these tables, investors should read *"Management's Discussion and Analysis of Financial Condition and Results of Operations"* in Item 7 of this Report, and the financial statements and related notes in Item 8 of this Report, especially Note 8, *"Discontinued Operations."*

Consolidated Statement of Operations Data	Fiscal				
(In millions, except per share amounts)	**2013**	**2012**	**2011**	**2010**	**2009**
Total net revenue	$ 4,171	$ 3,808	$ 3,449	$ 3,091	$ 2,793
Total costs and expenses	2,938	2,640	2,367	2,161	2,034
Operating income from continuing operations	1,233	1,168	1,082	930	759
Total share-based compensation expense included in total costs and expenses	184	159	144	126	120
Net income from continuing operations	823	764	688	579	492
Net income (loss) from discontinued operations	35	28	(54)	(5)	(45)
Net income	858	792	634	574	447
Net income per common share:					
Basic net income per share from continuing operations	$ 2.78	$ 2.58	$ 2.24	$ 1.83	$ 1.53
Basic net income (loss) per share from discontinued operations	0.11	0.09	(0.18)	(0.01)	(0.14)
Basic net income per share	$ 2.89	$ 2.67	$ 2.06	$ 1.82	$ 1.39
Diluted net income per share from continuing operations	$ 2.72	$ 2.51	$ 2.17	$ 1.78	$ 1.49
Diluted net income(loss) per share from discontinued operations	0.11	0.09	(0.17)	(0.01)	(0.14)
Diluted net income per share	$ 2.83	$ 2.60	$ 2.00	$ 1.77	$ 1.35
Dividends declared per common share	$ 0.68	$ 0.60	$ —	$ —	$ —

Consolidated Balance Sheet Data	**At July 31,**				
(In millions)	**2013**	**2012**	**2011**	**2010**	**2009**
Cash, cash equivalents and investments	$ 1,661	$ 744	$ 1,421	$ 1,622	$ 1,347
Long-term investments	83	75	63	91	97
Working capital	1,116	258	449	1,074	884
Total assets	5,486	4,684	5,110	5,198	4,826
Current portion of long-term debt	—	—	500	—	—
Long-term debt	499	499	499	998	998
Other long-term obligations	167	166	175	143	171
Total stockholders' equity	3,531	2,744	2,616	2,821	2,557

ITEM 7
MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Our Management's Discussion and Analysis of Financial Condition and Results of Operations (MD&A) includes the following sections:

- Executive Overview that discusses at a high level our operating results and some of the trends that affect our business.
- Critical Accounting Policies and Estimates that we believe are important to understanding the assumptions and judgments underlying our financial statements.
- Results of Operations that includes a more detailed discussion of our revenue and expenses.
- Liquidity and Capital Resources which discusses key aspects of our statements of cash flows, changes in our balance sheets and our financial commitments.

You should note that this MD&A discussion contains forward-looking statements that involve risks and uncertainties. Please see the section entitled *"Forward-Looking Statements and Risk Factors"* at the beginning of Item 1A for important information to consider when evaluating such statements.

You should read this MD&A in conjunction with the financial statements and related notes in Item 8 of this Report. In fiscal 2010 we acquired Mint Software Inc. and in fiscal 2012 we acquired Demandforce, Inc. We have included the results of operations for each of them in our consolidated results of operations from their respective dates of acquisition.

We have reclassified our financial statements for all periods presented to reflect our Intuit Real Estate Solutions, Intuit Websites, Intuit Financial Services, and Intuit Health businesses as discontinued operations. See *"Results of Operations – Non-Operating Income and Expense – Discontinued Operations"* later in this Item 7 for more information. Unless otherwise noted, the following discussion pertains only to our continuing operations.

Executive Overview

This overview provides a high level discussion of our operating results and some of the trends that affect our business. We believe that an understanding of these trends is important in order to understand our financial results for fiscal 2013 as well as our future prospects. This summary is not intended to be exhaustive, nor is it intended to be a substitute for the detailed discussion and analysis provided elsewhere in this Annual Report on Form 10-K.

Industry Trends and Seasonality

The industry in which we operate is dynamic and highly competitive, and we expect it to remain so in the future. The markets for software and related services, especially highly-available connected services, are characterized by rapid technological change, shifting customer needs, and frequent new product introductions and enhancements. Competition and expertise in many of the markets we serve, particularly small business services and consumer tax, have grown over the past few years and we expect this trend to continue. There are also large, cloud-based service companies who innovate quickly and serve small businesses and consumers. While today our competition with such companies may be limited, as we and those companies grow,

our competition with them may increase. In recent years the widespread availability of the Internet, the emergence of mobile devices, and the explosion of social media have accelerated the pace of change and revolutionized the way that people throughout the world manage important financial tasks. The result is a global market that is shifting from traditional services that are paper-based, human-produced, and brick-and-mortar bound, to one where people understand, demand, and embrace the benefits of connected services. This trend toward connected services is the primary driver of the strategies in all of our businesses.

Our QuickBooks, Consumer Tax and Accounting Professionals offerings are highly seasonal. Revenue from our QuickBooks software products tends to be highest during our second and third fiscal quarters. Sales of income tax preparation products and services are heavily concentrated in the period from November through April. In our Consumer Tax business, a greater proportion of our revenue has been occurring later in this seasonal period due in part to the growth in sales of TurboTax Online, for which revenue is recognized upon printing or electronic filing of a tax return. The seasonality of our Consumer Tax and Accounting Professionals revenue is also affected by the timing of the availability of tax forms from taxing agencies and the ability of those agencies to receive electronic tax return submissions. Delays in the availability of tax forms or the ability of taxing agencies to receive submissions can cause revenue to shift between our fiscal quarters. These seasonal patterns mean that our total net revenue is usually highest during our second quarter ending January 31 and third quarter ending April 30. We typically report losses in our first quarter ending October 31 and fourth quarter ending July 31. During these quarters, revenue from our tax businesses is minimal while core operating expenses such as research and development continue at relatively consistent levels. We believe the seasonality of our revenue and profitability is likely to continue in the future.

Key Challenges and Risks

Our growth strategy depends upon our ability to initiate and embrace disruptive technology trends, to enter new markets, and to drive broad adoption of the products and services we develop and market. Our future growth also increasingly depends on the strength of our third-party business relationships and our ability to continue to develop, maintain and strengthen new and existing relationships. To remain competitive and continue to grow, we are investing significant resources in our product development, marketing, and sales capabilities, and we expect to continue to do so in the future.

As we continue transitioning to offer more connected services, the ongoing operation and availability of our information technology and communication systems and those of our external service providers is becoming increasingly important. Because we help customers manage their financial lives, we face risks associated with the hosting, collection, use and retention of personal customer information and data. We are investing significant management attention and resources in our information technology infrastructure and in our privacy and security capabilities, and we expect to continue to do so in the future.

For a complete discussion of the most significant risks and uncertainties affecting our business, please see *"Forward-Looking Statements and Risk Factors"* in Item 1A of this Report.

Overview of Financial Results

Total net revenue for fiscal 2013 was $4.2 billion, an increase of 10% compared with fiscal 2012. Our Small Business Group and our Consumer Tax segment were the key drivers of revenue growth. Revenue in our Small Business Group increased 16% compared with fiscal 2012 due to growth in connected services offerings and our May 2012 acquisition of Demandforce. Revenue in our Consumer Tax segment increased 4% compared with fiscal 2012 due to 4% growth in paid federal units.

Operating income from continuing operations increased 6% in fiscal 2013 compared with fiscal 2012 due to higher revenue partially offset by higher costs and expenses. Operating expenses were higher due to increases in staffing expenses and, to a lesser extent, to increases in expenses for advertising and other marketing programs and share-based compensation. Net income from continuing operations increased 8% in fiscal 2013 compared with fiscal 2012 due to higher operating income and lower interest expense. Diluted net income per share from continuing operations for fiscal 2013 increased 8% to $2.72, in line with the increase in net income compared with fiscal 2012.

We ended fiscal 2013 with cash, cash equivalents and investments totaling $1.7 billion. In fiscal 2013 we generated cash from operations, from the issuance of common stock under employee stock plans, and from the sale of our Intuit Websites business. During the same period we used cash for the repurchase of shares of our common stock under our stock repurchase programs, the payment of cash dividends, net purchases of investment securities, and capital expenditures. At July 31, 2013, we had authorization from our Board of Directors to expend up to an additional $1.4 billion for stock repurchases through August 15, 2014. On August 19, 2013 our Board approved a new stock repurchase program under which we are authorized to repurchase up to an additional $2 billion of our common stock from time to time over a four-year period ending on August 19, 2017.

Critical Accounting Policies and Estimates

In preparing our financial statements, we make estimates, assumptions and judgments that can have a significant impact on our net revenue, operating income or loss and net income or loss, as well as on the value of certain assets and liabilities on our balance sheet. We believe that the estimates, assumptions and judgments involved in the accounting policies described below have the greatest potential impact on our financial statements, so we consider these to be our critical accounting policies. Senior management has reviewed the development and selection of these critical accounting policies and their disclosure in this Annual Report on Form 10-K with the Audit and Risk Committee of our Board of Directors.

Revenue Recognition

We derive revenue from the sale of packaged software products, software subscriptions, hosted services, technical support plans, financial supplies, implementation services, transaction fees, merchant services hardware, and multiple element arrangements that may include a combination of these items. We follow the appropriate revenue recognition rules for each type of revenue. For additional information, see *"Revenue Recognition"* in Note 1 to the financial statements in Item 8 of this report. We generally recognize revenue when persuasive evidence of an arrangement exists, we have delivered the product or performed the service, the fee is fixed or determinable and collectibility is probable. However, determining whether and when some of these criteria have been satisfied often involves exercising judgment and using estimates that can have a significant impact on the timing and amount of revenue we report. For example, for multiple element arrangements containing only software and software-related elements, we must exercise judgment and use estimates in order to (1) allocate the total price among the various elements we must deliver; (2) determine whether undelivered services are essential to the functionality of the delivered products and services; (3) determine whether vendor-specific evidence of fair value exists for each undelivered element; and (4) determine whether and when each element has been delivered. For multiple element arrangements containing non-software elements, we must exercise judgment and use estimates in order to (1) determine whether and when each element has been delivered; (2) determine the fair value of each element using the selling price hierarchy of vendor-specific evidence (VSOE) of fair value if available, third-party evidence (TPE) if VSOE is not available, and estimated selling price (ESP) if neither VSOE nor TPE is available; and (3) allocate the total price among the various elements based on the relative selling price method. If we were to change any of these judgments or estimates, it could cause a material increase or decrease in the amount of revenue that we report in a particular period. Amounts for fees collected or invoiced and due relating to arrangements where revenue cannot be recognized are reflected on our balance sheet as deferred revenue and recognized when the applicable revenue recognition criteria are satisfied.

In connection with the sale of certain products, we provide a limited amount of free technical support assistance to customers. We do not defer the recognition of any revenue associated with sales of these products since the cost of providing this free technical support is insignificant. The technical support is generally provided within one year after the associated revenue is recognized and free product enhancements are minimal and infrequent. We accrue the estimated cost of providing this free support upon product shipment.

Return and Rebate Reserves

As part of our revenue recognition policy, we estimate future product returns and rebate payments and establish reserves against revenue at the time of sale based on these estimates. Our return policy allows distributors and retailers, subject to contractual limitations, to return purchased products. Product returns by distributors and retailers relate primarily to the return of excess and obsolete products. In determining our product returns reserves, we consider the volume and price mix of products in the retail channel, historical return rates for prior releases of the product, trends in retailer inventory and economic trends that might impact customer demand for our products (including the competitive environment and the timing of new releases of our products). We fully reserve for excess and obsolete products in the distribution channels.

Our rebate reserves include distributor and retailer sales incentive rebates and end-user rebates. Our estimated reserves for distributor and retailer incentive rebates are based on distributors' and retailers' actual performance against the terms and conditions of rebate programs, which we typically establish annually. Our reserves for end-user rebates are estimated based on the terms and conditions of the specific promotional rebate program, actual sales during the promotion and historical redemption trends by product and by type of promotional program.

In the past, actual returns and rebates have not differed significantly from the reserves that we have established. However, actual returns and rebates in any future period are inherently uncertain. If we were to change our assumptions and estimates, our revenue reserves would change, which would impact the net revenue we report. If actual returns and rebates are significantly greater than the reserves we have established, the actual results would decrease our future reported revenue. Conversely, if actual returns and rebates are significantly less than our reserves, this would increase our future reported

revenue. For example, if we had increased our fiscal 2013 returns reserves by 1% of non-consignment sales to retailers for QuickBooks, TurboTax and Quicken, our total net revenue for fiscal 2013 would have been approximately $3 million lower.

Allowance for Doubtful Accounts

We make ongoing assumptions relating to the collectibility of our accounts receivable. The accounts receivable amounts presented on our balance sheets include reserves for accounts that might not be paid. In determining the amount of these reserves, we consider our historical level of credit losses. We also make judgments about the creditworthiness of significant customers based on ongoing credit evaluations, and we assess current economic trends that might impact the level of credit losses in the future. Our reserves have generally been adequate to cover our actual credit losses. However, since we cannot reliably predict future changes in the financial stability of our customers, we cannot guarantee that our reserves will continue to be adequate. If actual credit losses are significantly greater than the reserve we have established, that would increase our general and administrative expenses and reduce our reported net income. Conversely, if actual credit losses are significantly less than our reserve, this would eventually decrease our general and administrative expenses and increase our reported net income. We had a total of $168 million in gross accounts receivable and an allowance for doubtful accounts of $38 million on our balance sheet at July 31, 2013.

Fair Value of Investments and Other-Than-Temporary Impairments

As described in Note 2 to the financial statements in Item 8 of this Report, we estimate the fair value of our available-for-sale debt and equity securities each quarter. Available-for-sale debt securities consist of cash equivalents, municipal bonds, U.S. treasury securities, U.S. agency securities, corporate notes, and municipal auction rate securities. Available-for-sale equity securities consist of shares of a single publicly traded company. Fair value is defined as the price that would be received from the sale of an asset or paid to transfer a liability in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. When identical or similar assets are traded in active markets, the level of judgment required to estimate their fair value is relatively low. This is generally true for our cash equivalents and our corporate equity securities, which we consider to be Level 1 assets, and our municipal bonds, U.S. agency securities and corporate notes, which we consider to be Level 2 assets. We measure the fair values of our Level 2 investments with the help of a pricing service that either provides quoted market prices in active markets for identical or similar securities or uses observable inputs for their pricing without applying significant adjustments. Our fair value processes include controls that are designed to ensure that we record appropriate fair values for our Level 2 investments. These controls include comparison to pricing provided by a secondary pricing service or investment manager, validation of pricing sources and models, review of key model inputs, analysis of period-over-period price fluctuations, and independent recalculation of prices where appropriate.

Significant judgment is required to estimate the fair value of assets and liabilities when observable inputs are not available (Level 3). For example, we use a discounted cash flow model to estimate the fair value of our municipal auction rate securities because we have determined that the market for those securities is inactive. At July 31, 2013, we held a total of $33 million in municipal auction rate securities, which was not significant compared with total available-for-sale debt securities of $860 million at that date.

We record unrealized gains and losses on our available-for-sale securities, net of income taxes, in other comprehensive income in the equity section of our balance sheet until the security is sold or we determine that the decrease in fair value is other-than-temporary. We consider a number of factors in determining whether to recognize an impairment charge, including the reason for the decrease in fair value, the severity of the decrease in fair value, the length of time that the fair value has been less than the cost basis of the security, the financial condition and near-term prospects of the issuer, and whether we intend to sell or may be required to sell the security before anticipated recovery of our cost basis. Changes in our estimates of the fair values of our available-for-sale securities may result in material increases or decreases in our net income in the period in which the change occurs.

Business Combinations

As described in *"Description of Business and Summary of Significant Accounting Policies — Business Combinations,"* in Note 1 to the financial statements in Item 8 of this Report, under the acquisition method of accounting we generally recognize the identifiable assets acquired, the liabilities assumed, and any noncontrolling interests in an acquiree at their fair values as of the date of acquisition. We measure goodwill as the excess of consideration transferred, which we also measure at fair value, over the net of the acquisition date fair values of the identifiable assets acquired and liabilities assumed. The acquisition method of accounting requires us to exercise judgment and make significant estimates and assumptions regarding the fair values of the elements of a business combination as of the date of acquisition, including the fair values of identifiable intangible assets, deferred tax asset valuation allowances, liabilities related to uncertain tax positions, and contingencies. This method also requires us to refine these estimates over a one-year measurement period to reflect new information obtained about facts and

circumstances that existed as of the acquisition date that, if known, would have affected the measurement of the amounts recognized as of that date. If we are required to retroactively adjust provisional amounts that we have recorded for the fair values of assets and liabilities in connection with acquisitions, these adjustments could materially decrease our operating income and net income and result in lower asset values on our balance sheet.

Significant estimates and assumptions that we must make in estimating the fair value of acquired technology, customer lists, and other identifiable intangible assets include future cash flows that we expect to generate from the acquired assets. If the subsequent actual results and updated projections of the underlying business activity change compared with the assumptions and projections used to develop these values, we could record impairment charges. In addition, we have estimated the economic lives of certain acquired assets and these lives are used to calculate depreciation and amortization expense. If our estimates of the economic lives change, depreciation or amortization expenses could be accelerated or slowed.

Goodwill, Acquired Intangible Assets and Other Long-Lived Assets — Impairment Assessments

We estimate the fair value of acquired intangible assets and other long-lived assets that have finite useful lives whenever an event or change in circumstances indicates that the carrying value of the asset may not be recoverable. We test for potential impairment of goodwill and other intangible assets that have indefinite useful lives annually in our fourth fiscal quarter or whenever indicators of impairment arise. The timing of the annual test may result in charges to our statement of operations in our fourth fiscal quarter that could not have been reasonably foreseen in prior periods.

As described in *"Description of Business and Summary of Significant Accounting Policies – Goodwill, Acquired Intangible Assets and Other Long-Lived Assets,"* in Note 1 to the financial statements in Item 8 of this Report, in order to estimate the fair value of goodwill we use a weighted combination of a discounted cash flow model (known as the income approach) and comparisons to publicly traded companies engaged in similar businesses (known as the market approach). The income approach requires us to use a number of assumptions, including market factors specific to the business, the amount and timing of estimated future cash flows to be generated by the business over an extended period of time, long-term growth rates for the business, and a rate of return that considers the relative risk of achieving the cash flows and the time value of money. We evaluate cash flows at the reporting unit level and the number of reporting units that we have identified may make impairment more probable than it would be at a company with fewer reporting units and more integrated operations following acquisitions. Although the assumptions we use in our discounted cash flow model are consistent with the assumptions we use to generate our internal strategic plans and forecasts, significant judgment is required to estimate the amount and timing of future cash flows from each reporting unit and the relative risk of achieving those cash flows. When using the market approach, we make judgments about the comparability of publicly traded companies engaged in similar businesses. We base our judgments on factors such as size, growth rates, profitability, risk, and return on investment. We also make judgments when adjusting market multiples of revenue, operating income, and earnings for these companies to reflect their relative similarity to our own businesses. We had a total of $1.2 billion in goodwill for continuing operations and $914 million in goodwill for discontinued operations on our balance sheet at July 31, 2013. See Note 5 to the financial statements in Item 8 of this Report for a summary of goodwill by reportable segment and Note 8 for more information on goodwill for discontinued operations.

We estimate the recoverability of acquired intangible assets and other long-lived assets that have finite useful lives by comparing the carrying amount of the asset to the future undiscounted cash flows that we expect the asset to generate. In order to estimate the fair value of those assets, we estimate the present value of future cash flows from those assets. The key assumptions that we use in our discounted cash flow model are the amount and timing of estimated future cash flows to be generated by the asset over an extended period of time and a rate of return that considers the relative risk of achieving the cash flows and the time value of money. Significant judgment is required to estimate the amount and timing of future cash flows and the relative risk of achieving those cash flows. We also make judgments about the remaining useful lives of acquired intangible assets and other long-lived assets that have finite lives. We had a total of $149 million in net acquired intangible assets on our balance sheet at July 31, 2013.

Assumptions and estimates about future values and remaining useful lives are complex and often subjective. They can be affected by a variety of factors, including external factors such as industry and economic trends, and internal factors such as changes in our business strategy and our internal forecasts. For example, if our future operating results do not meet current forecasts or if we experience a sustained decline in our market capitalization that is determined to be indicative of a reduction in fair value of one or more of our reporting units, we may be required to record future impairment charges for goodwill and acquired intangible assets. Impairment charges could materially decrease our future net income and result in lower asset values on our balance sheet.

During the fourth quarters of fiscal 2013 and 2012 we performed our annual goodwill impairment tests. Using the methodology described in *"Description of Business and Summary of Significant Accounting Policies – Goodwill, Acquired Intangible Assets and Other Long-Lived Assets,"* in Note 1 to the financial statements in Part 8 of this Report, we determined that the estimated fair values of all of our reporting units exceeded their carrying values and that they were not impaired. In addition, during this analysis we concluded that the estimated fair values of all of our reporting units substantially exceeded their carrying values.

During the fourth quarter of fiscal 2011 we performed our annual goodwill impairment test. As described in Note 1, in step one of that test we compared the estimated fair value of each reporting unit to its carrying value. The estimated fair values of all of our reporting units except Intuit Health exceeded their carrying values and we concluded that they were not impaired. During this analysis we also concluded that the estimated fair values of all of our reporting units except Intuit Health substantially exceeded their carrying values. We completed step two of the test for our Intuit Health reporting unit and determined that the goodwill and acquired intangible assets associated with it were impaired. Consequently, we recorded a goodwill and intangible asset impairment charge of approximately $30 million in fiscal 2011. The market for online patient-to-provider communication solutions is dynamic and competition is intense. Circumstances that negatively affected our estimate of the fair value of our Intuit Health reporting unit included unforeseen delays in developing high quality, timely offerings and marketing them effectively. In March 2013 the largest customer for our Intuit Health business acquired a company that offers similar solutions and competes with us directly in that market space. As a result, we performed an interim impairment test of goodwill and acquired intangible assets during the third quarter of fiscal 2013. We concluded that the carrying amounts of goodwill and certain definite-lived acquired intangible assets associated with our Intuit Health business were impaired and recorded an impairment charge of approximately $46 million that reduced the carrying value of those assets to zero. See "*Fair Value Measurements - Assets and Liabilities Measured at Fair Value on a Non-Recurring Basis,"* in Note 2 to the financial statements in Item 8 of this Report for more information. In the fourth quarter of fiscal 2013 management approved a plan to sell our Intuit Health business and we accounted for it as discontinued operations. On August 19, 2013 we completed the sale for cash consideration that was not significant. Intuit Health was part of our Other Businesses reportable segment.

Accounting for Share-Based Compensation Plans

At July 31, 2013, there was $351 million of total unrecognized compensation cost related to non-vested share-based compensation arrangements granted under all equity compensation plans which we will amortize to expense in the future. Total unrecognized compensation cost will be adjusted for future changes in estimated forfeitures. We expect to recognize that cost over a weighted average vesting period of 2.3 years.

We use a lattice binomial model and the assumptions described in Note 12 to the financial statements in Item 8 of this Report to estimate the fair value of stock options granted. We estimate the expected term of options granted based on implied exercise patterns using a binomial model. We estimate the volatility of our common stock at the date of grant based on the implied volatility of publicly traded one-year and two-year options on our common stock. Our decision to use implied volatility is based upon the availability of actively traded options on our common stock and our assessment that implied volatility is more representative of future stock price trends than historical volatility. We base the risk-free interest rate that we use in our option valuation model on the implied yield in effect at the time of option grant on constant maturity U.S. Treasury issues with equivalent remaining terms. In fiscal 2012 we began paying quarterly cash dividends and as a result we began using an annualized expected dividend yield in our option valuation model. We estimate forfeitures at the time of grant and revise those estimates in subsequent periods if actual forfeitures differ from those estimates. We use historical data to estimate pre-vesting option forfeitures and record share-based compensation expense only for those awards that are expected to vest. We amortize the fair value of options on a straight-line basis over the requisite service periods of the awards, which are generally the vesting periods. We may elect to use different assumptions under our option valuation model in the future, which could materially affect our net income or loss and net income or loss per share.

Restricted stock units (RSUs) granted typically vest based on continued service. We value these time-based RSUs at the date of grant using the intrinsic value method, adjusted for estimated forfeitures. We amortize the fair value of time-based RSUs on a straight-line basis adjusted for estimated forfeitures over the service period. Certain RSUs granted to senior management vest based on the achievement of pre-established performance or market goals. We estimate the fair value of performance-based RSUs at the date of grant using the intrinsic value method and the probability that the specified performance criteria will be met, adjusted for estimated forfeitures. Each quarter we update our assessment of the probability that the specified performance criteria will be achieved and adjust our estimate of the fair value of the performance-based RSUs if necessary. We amortize the fair values of performance-based RSUs over the requisite service period adjusted for estimated forfeitures for each separately vesting tranche of the award. We estimate the fair value of market-based RSUs at the date of grant using a Monte Carlo valuation methodology and amortize those fair values over the requisite service period adjusted for estimated forfeitures for each separately vesting tranche of the award. The Monte Carlo methodology that we use to estimate the fair value of market-based RSUs at the date of grant incorporates into the valuation the possibility that the market condition may not be satisfied.

Provided that the requisite service is rendered, the total fair value of the market-based RSUs at the date of grant must be recognized as compensation expense even if the market condition is not achieved. However, the number of shares that ultimately vest can vary significantly with the performance of the specified market criteria. Beginning in July 2012, all of the RSUs we grant have dividend rights that are subject to the same vesting requirements as the underlying equity awards, so we do not adjust the intrinsic (market) value of our RSUs for dividends. See Note 12 to the financial statements in Item 8 of this Report for more information.

Legal Contingencies

We are subject to certain legal proceedings, as well as demands, claims and threatened litigation that arise in the normal course of our business. We review the status of each significant matter quarterly and assess our potential financial exposure. If the potential loss from any claim or legal proceeding is considered probable and the amount can be reasonably estimated, we record a liability and an expense for the estimated loss. If we determine that a loss is possible and the range of the loss can be reasonably determined, then we disclose the range of the possible loss. Significant judgment is required in both the determination of probability and the determination of whether an exposure is reasonably estimable. Our accruals are based on the best information available at the time. As additional information becomes available, we reassess the potential liability related to our pending claims and litigation and may revise our estimates. Potential legal liabilities and the revision of estimates of potential legal liabilities could have a material impact on our financial position and results of operations.

Income Taxes — Estimates of Deferred Taxes, Valuation Allowances and Uncertain Tax Positions

We estimate our income taxes based on the various jurisdictions where we conduct business. Significant judgment is required in determining our worldwide income tax provision. The calculation of our tax liabilities involves dealing with uncertainties in the application of complex tax rules and the potential for future adjustment of our uncertain tax positions by the United States Internal Revenue Service or other taxing jurisdictions. We estimate our current tax liability and assess temporary differences that result from differing treatments of certain items for tax and accounting purposes. These differences result in deferred tax assets and liabilities, which we show on our balance sheet. We must then assess the likelihood that our deferred tax assets will be realized. To the extent we believe that realization is not likely, we establish a valuation allowance. When we establish a valuation allowance or increase this allowance in an accounting period, we record a corresponding tax expense in our statement of operations.

At July 31, 2013, we had net deferred tax assets of $170 million which included a valuation allowance of $25 million for the benefits of federal and state net basis difference in investments held for sale, state capital and operating loss carryforwards, and state tax credit carryforwards. We recorded the valuation allowance to reflect uncertainties about whether we will be able to utilize some of our deferred tax assets before they expire. While we believe our current valuation allowance is sufficient, we could in the future be required to increase the valuation allowance to take into account additional deferred tax assets that we may be unable to realize. We assess the need for an adjustment to the valuation allowance on a quarterly basis. The assessment is based on our estimates of future sources of taxable income for the jurisdictions in which we operate and the periods over which our deferred tax assets will be realizable. See Note 11 to the financial statements in Item 8 of this Report for more information.

We recognize and measure benefits for uncertain tax positions using a two-step approach. The first step is to evaluate the tax position taken or expected to be taken in a tax return by determining if the weight of available evidence indicates that it is more likely than not that the tax position will be sustained upon audit, including resolution of any related appeals or litigation processes. For tax positions that are more likely than not of being sustained upon audit, the second step is to measure the tax benefit as the largest amount that is more than 50% likely of being realized upon settlement. Significant judgment is required to evaluate uncertain tax positions. We evaluate our uncertain tax positions on a quarterly basis. Our evaluations are based upon a number of factors, including changes in facts or circumstances, changes in tax law, correspondence with tax authorities during the course of audits and effective settlement of audit issues. Changes in the recognition or measurement of uncertain tax positions could result in material increases or decreases in our income tax expense in the period in which we make the change, which could have a material impact on our effective tax rate and operating results.

Results of Operations

Financial Overview

(Dollars in millions, except per share amounts)	Fiscal 2013	Fiscal 2012	Fiscal 2011	2013-2012 % Change	2012-2011 % Change
Total net revenue	$4,171	$3,808	$3,449	10%	10%
Operating income from continuing operations	1,233	1,168	1,082	6%	8%
Net income from continuing operations	823	764	688	8%	11%
Diluted net income per share from continuing operations	$2.72	$2.51	$2.17	8%	16%

Fiscal 2013 Compared with Fiscal 2012

Total net revenue increased $363 million or 10% in fiscal 2013 compared with fiscal 2012, driven by revenue growth in our Small Business Group and our Consumer Tax segment. In our Small Business Group, revenue was up 16%. Financial Management Solutions segment revenue increased 20%, or 10% excluding revenue from Demandforce, which we acquired in May 2012. Higher organic revenue in this segment was driven by continuing growth in QuickBooks Online revenue. Employee Management Solutions segment revenue increased 12% due to customer growth, improved customer adoption of payroll direct deposit services, and price increases for desktop payroll customers. Payment Solutions segment revenue increased 14% due to fee structure changes and higher total card transaction volume. In our Tax businesses, Consumer Tax segment revenue increased 4% due to 4% growth in paid federal units. Accounting Professionals segment revenue increased 6% due to customer growth and price increases in our professional tax business, and higher QuickBooks Premier Accountant Edition revenue. Other Businesses segment revenue increased 6% due to growth in global revenue.

Operating income from continuing operations increased 6% in fiscal 2013 compared with fiscal 2012 due to the increase in revenue described above partially offset by higher costs and operating expenses. Total operating expenses were $306 million higher in the fiscal 2013 period, including about $85 million for higher staffing expenses, about $60 million for higher advertising and other marketing program expenses in our Financial Management Solutions and Consumer Tax businesses, and about $23 million for higher share-based compensation expenses. See *"Cost of Revenue"* and *"Operating Expenses"* later in this Item 7 for more information.

Net income from continuing operations increased 8% in fiscal 2013 compared with fiscal 2012 due to higher operating income and lower interest expense due to the repayment of debt in March 2012. Diluted net income per share from continuing operations for fiscal 2013 increased 8% to $2.72, in line with the increase in net income compared with fiscal 2012.

Fiscal 2012 Compared with Fiscal 2011

Total net revenue increased $359 million or 10% in fiscal 2012 compared with fiscal 2011, driven by revenue growth in our Small Business Group and our Consumer Tax segment. In our Small Business Group, revenue was up 14%. Financial Management Solutions segment revenue increased 11% due to growth in QuickBooks Online and QuickBooks Enterprise Solutions revenue and, to a lesser extent, to higher financial supplies revenue. Employee Management Solutions segment revenue increased 12% due to favorable offering mix, improved customer adoption of payroll direct deposit services, and price increases for desktop payroll customers. Payment Solutions segment revenue increased 20% due to fee structure changes, higher total card transaction volume, and growth in the merchant customer base. In our Tax businesses, Consumer Tax segment revenue increased 11% due to 6% growth in paid federal units and favorable offering mix. Accounting Professionals segment revenue increased 6% due to price increases in our professional tax business and higher QuickBooks Premier Accountant Edition and ProAdvisor Program revenue. Other Businesses segment revenue was flat, with 7% growth in global revenue offset by lower Quicken revenue.

Operating income from continuing operations increased 8% in fiscal 2012 compared with fiscal 2011 due to the increase in revenue described above partially offset by higher costs and operating expenses. Total operating expenses were $178 million higher in the fiscal 2012 period, including about $148 million for higher staffing expenses and about $15 million for higher share-based compensation expenses. See *"Cost of Revenue"* and *"Operating Expenses"* later in this Item 7 for more information.

Net income from continuing operations increased 11% in fiscal 2012 compared with fiscal 2011 due to the increase in operating income, lower interest expense due to the repayment of debt during the year, and a slightly lower effective tax rate. Diluted net

income per share from continuing operations for fiscal 2012 increased 16% to $2.51 as a result of the increase in net income and the decline in weighted average diluted shares compared with fiscal 2011.

Business Segment Results

The information below is organized in accordance with our six reportable business segments. Results for all periods presented have been adjusted to exclude results for our Intuit Financial Services and Intuit Health businesses, which we classified as discontinued operations in the fourth quarter of fiscal 2013. Intuit Financial Services comprised substantially all of our former Financial Services segment, and Intuit Health was part of our Other Businesses segment. Results for our Mint business are included in our Other Businesses segment for all periods presented. Fiscal 2012 and 2011 results for our Financial Management Solutions segment have been adjusted to exclude results for our Intuit Websites business, which we classified as discontinued operations in the fourth quarter of fiscal 2012. See Note 8 to the financial statements in Item 8 of this Report for more information.

Segment operating income is segment net revenue less segment cost of revenue and operating expenses. Segment expenses do not include certain costs, such as corporate selling and marketing, product development, and general and administrative expenses and share-based compensation expenses, which are not allocated to specific segments. These unallocated costs totaled $823 million in fiscal 2013, $736 million in fiscal 2012, and $676 million in fiscal 2011. Unallocated costs increased in fiscal 2013 compared with fiscal 2012 and in fiscal 2012 compared with fiscal 2011 due to increases in corporate product development and selling and marketing expenses in support of the growth of our businesses, and to a lesser extent to increases in share-based compensation expenses. Segment expenses also do not include amortization of acquired technology, amortization of other acquired intangible assets, and goodwill and intangible asset impairment charges. See Note 15 to the financial statements in Item 8 of this Report for reconciliations of total segment operating income to consolidated operating income from continuing operations for each fiscal year presented.

We calculate revenue growth rates and segment operating margin figures using dollars in thousands. Those results may vary slightly from figures calculated using the dollars in millions presented.

Financial Management Solutions

(Dollars in millions)	Fiscal 2013	Fiscal 2012	Fiscal 2011	2013-2012 % Change	2012-2011 % Change
Product revenue	$ 425	$ 418	$ 405		
Service and other revenue	401	273	217		
Total segment revenue	$ 826	$ 691	$ 622	20%	11%
% of total revenue	20%	18%	18%		
Segment operating income	$ 306	$ 265	$ 243	15%	9%
% of related revenue	37%	38%	39%		

Financial Management Solutions (FMS) product revenue is derived primarily from QuickBooks desktop software products, including QuickBooks Pro, QuickBooks Premier, and QuickBooks Enterprise Solutions, and from financial supplies such as paper checks, envelopes, invoices, business cards and business stationery. FMS service and other revenue is derived primarily from QuickBooks Online; QuickBooks technical support plans; Demandforce, which provides online marketing and customer communication solutions for small businesses; QuickBase; and royalties from small business online services.

Fiscal 2013 Compared with Fiscal 2012

FMS total net revenue increased $135 million or 20% in fiscal 2013 compared with fiscal 2012. When adjusted to exclude revenue from Demandforce, which we acquired in May 2012, FMS revenue was 10% higher in fiscal 2013. Total U.S. QuickBooks customers were up 6% while U.S. QuickBooks Online subscribers grew 26%, driving the organic revenue growth in this segment in fiscal 2013. QuickBooks desktop units were down 5% in fiscal 2013 compared with fiscal 2012 due to a continuing trend toward customer adoption of our online QuickBooks offerings.

FMS segment operating income as a percentage of related revenue decreased slightly to 37% in fiscal 2013 from 38% in fiscal 2012. The increases in segment revenue described above were partially offset by higher segment costs and expenses that

included costs and expenses for Demandforce. Fiscal 2013 staffing expenses were about $68 million higher, driven by an increase in headcount. Advertising and other marketing program expenses also increased.

Fiscal 2012 Compared with Fiscal 2011

FMS total net revenue increased $69 million or 11% in fiscal 2012 compared with fiscal 2011. Total QuickBooks units, including desktop and online units, were flat in fiscal 2012. Overall FMS revenue growth was driven by strong unit growth in our higher-priced QuickBooks Online and QuickBooks Enterprise Solutions offerings. Higher revenue from financial supplies also contributed to the increase in FMS revenue, fueled by sales of our new Secure Plus checks with Checklock™ fraud protection.

FMS segment operating income as a percentage of related revenue decreased slightly to 38% in fiscal 2012 from 39% in fiscal 2011. Segment operating income declined in fiscal 2012 due to about $38 million in higher staffing expenses associated with higher headcount, partially offset by about $11 million in lower expenses for advertising and other marketing programs.

Employee Management Solutions

(Dollars in millions)	Fiscal 2013	Fiscal 2012	Fiscal 2011	2013-2012 % Change	2012-2011 % Change
Product revenue	$ 298	$ 280	$ 261		
Service and other revenue	276	232	196		
Total segment revenue	$ 574	$ 512	$ 457	12%	12%
% of total revenue	14%	13%	13%		
Segment operating income	$ 353	$ 314	$ 271	13%	16%
% of related revenue	61%	61%	59%		

Employee Management Solutions (EMS) product revenue is derived primarily from QuickBooks Basic Payroll and QuickBooks Enhanced Payroll, which are products sold on a subscription basis that offer payroll tax tables, payroll reports, federal and state payroll tax forms, and electronic tax payment and filing to small businesses that prepare their own payrolls. EMS service and other revenue is derived primarily from QuickBooks Online Payroll, QuickBooks Assisted Payroll, Intuit Online Payroll, Intuit Full Service Payroll, fees for direct deposit services, and fees for other small business payroll and employee management services. Service and other revenue for this segment also includes interest earned on funds held for customers.

Fiscal 2013 Compared with Fiscal 2012

EMS total net revenue increased $62 million or 12% in fiscal 2013 compared with fiscal 2012. Revenue was higher in fiscal 2013 due to customer growth in our Enhanced desktop payroll and online payroll solutions, improved customer adoption of payroll direct deposit services, and price increases for desktop payroll customers. At July 31, 2013 total U.S. payroll customers were up 3% while U.S. online payroll customers were up 18% compared with July 31, 2012.

EMS segment operating income as a percentage of related revenue was flat at 61% in fiscal 2013 and fiscal 2012 because costs and expenses grew in proportion to revenue.

Fiscal 2012 Compared with Fiscal 2011

EMS total net revenue increased $55 million or 12% in fiscal 2012 compared with fiscal 2011. Revenue was higher in fiscal 2012 due to customer growth in our Enhanced desktop payroll and online payroll solutions, improved customer adoption of payroll direct deposit services, and price increases for desktop payroll customers. At July 31, 2012, total U.S. payroll customers were up 2% while U.S. online payroll customers were up 19% compared with July 31, 2011.

EMS segment operating income as a percentage of related revenue increased to 61% in fiscal 2012 from 59% in fiscal 2011. Segment operating income was higher in fiscal 2012 due to the increases in revenue described above, partially offset by higher staffing expenses associated with growing our online payroll business.

Payment Solutions

(Dollars in millions)	Fiscal 2013	Fiscal 2012	Fiscal 2011	2013-2012 % Change	2012-2011 % Change
Product revenue	$ 27	$ 26	$ 31		
Service and other revenue	449	391	317		
Total segment revenue	$ 476	$ 417	$ 348	14%	20%
% of total revenue	11%	11%	10%		
Segment operating income	$ 129	$ 107	$ 64	20%	66%
% of related revenue	27%	26%	19%		

Payment Solutions product revenue is derived primarily from QuickBooks Point of Sale solutions. Payment Solutions service revenue is derived primarily from merchant services for small businesses that include credit card, debit card, electronic benefits, and gift card processing services; check verification, check guarantee and electronic check conversion, including automated clearing house (ACH) and Check 21 capabilities; from Web-based transaction processing services for online merchants; and from GoPayment mobile payment processing services.

Fiscal 2013 Compared with Fiscal 2012

Payment Solutions total net revenue increased $59 million or 14% in fiscal 2013 compared with fiscal 2012, driven by fee structure changes and 9% higher U.S. total credit and debit card transaction volume. Our U.S. merchant customer base grew 9% in fiscal 2013 compared with fiscal 2012.

Payment Solutions segment operating income as a percentage of related revenue increased slightly to 27% in fiscal 2013 from 26% in fiscal 2012. The increases in revenue described above were partially offset by higher segment costs and expenses, including higher chargeback losses from mobile offerings in cost of revenue in the first half of fiscal 2013 and higher staffing expenses.

Fiscal 2012 Compared with Fiscal 2011

Payment Solutions total net revenue increased $69 million or 20% in fiscal 2012 compared with fiscal 2011, driven by fee structure changes, higher total credit and debit card transaction volume, and 13% growth in the U.S. merchant customer base.

Payment Solutions segment operating income as a percentage of related revenue increased to 26% in fiscal 2012 from 19% in fiscal 2011 due to the increases in revenue described above and lower agent fees in cost of revenue, partially offset by higher data center hosting expenses.

Consumer Tax

(Dollars in millions)	Fiscal 2013	Fiscal 2012	Fiscal 2011	2013-2012 % Change	2012-2011 % Change
Product revenue	$ 205	$ 218	$ 261		
Service and other revenue	1,298	1,223	1,037		
Total segment revenue	$ 1,503	$ 1,441	$ 1,298	4%	11%
% of total revenue	36%	38%	38%		
Segment operating income	$ 942	$ 886	$ 850	6%	4%
% of related revenue	63%	61%	65%		

Consumer Tax product revenue is derived primarily from TurboTax federal and state consumer and small business desktop tax return preparation software. Consumer Tax service and other revenue is derived primarily from TurboTax Online tax return preparation services and electronic tax filing services.

Fiscal 2013 Compared with Fiscal 2012

Consumer Tax total net revenue increased $62 million or 4% in fiscal 2013 compared with fiscal 2012 due to 4% growth in paid federal units. Total online federal units represented approximately 78% of total federal TurboTax units for the 2012 consumer tax season, up slightly from approximately 77% for the 2011 tax season.

Consumer Tax segment operating income as a percentage of related revenue increased to 63% in fiscal 2013 from 61% in fiscal 2012 due to the higher revenue described above partially offset by slightly higher costs and expenses. Higher expenses for advertising and other marketing programs were nearly offset by lower costs for refund debit card processing and data center hosting costs. Debit card processing costs were lower because we offered that program through a partner in fiscal 2013 rather than managing it internally, as we did in fiscal 2012.

Fiscal 2012 Compared with Fiscal 2011

Consumer Tax total net revenue increased $143 million or 11% in fiscal 2012 compared with fiscal 2011 due to 6% growth in paid federal units and favorable offering mix, including improved conversion from free to paid offerings. Revenue from our refund debit card program was higher in fiscal 2012 because customer card usage was higher and because we managed the program internally rather than offering it through a partner and sharing the revenue, as we did in fiscal 2011. Total online federal units grew 9% and represented approximately 77% of total federal TurboTax units for the 2011 consumer tax season, up from approximately 75% for the 2010 tax season.

Consumer Tax segment operating income as a percentage of related revenue decreased to 61% in fiscal 2012 from 65% in fiscal 2011. Segment cost of service revenue as a percentage of service revenue was higher in fiscal 2012 due to costs associated with our new Free Tax Advice and debit card programs and to higher data center hosting costs. Segment operating expenses also increased about $43 million for staffing expenses and about $15 million for advertising and other marketing programs compared with the fiscal 2011 period.

Accounting Professionals

(Dollars in millions)	Fiscal 2013	Fiscal 2012	Fiscal 2011	2013-2012 % Change	2012-2011 % Change
Product revenue	$ 384	$ 370	$ 340		
Service and other revenue	65	53	59		
Total segment revenue	$ 449	$ 423	$ 399	6%	6%
% of total revenue	11%	11%	12%		
Segment operating income	$ 266	$ 249	$ 228	7%	9%
% of related revenue	59%	59%	57%		

Accounting Professionals product revenue is derived primarily from ProSeries and Lacerte professional tax preparation software products and from QuickBooks Premier Accountant Edition and ProAdvisor Program subscriptions for professional accountants. Accounting Professionals service and other revenue is derived primarily from Intuit Tax Online tax return preparation services, electronic tax filing services, bank product transmission services, and training services.

Fiscal 2013 Compared with Fiscal 2012

Accounting Professionals total net revenue increased $26 million or 6% in fiscal 2013 compared with fiscal 2012 due to customer growth and price increases in our professional tax business, and higher QuickBooks Premier Accountant Edition revenue.

Accounting Professionals segment operating income as a percentage of related revenue was flat at 59% in fiscal 2013 and fiscal 2012 because costs and expenses grew in proportion to revenue.

Fiscal 2012 Compared with Fiscal 2011

Accounting Professionals total net revenue increased $24 million or 6% in fiscal 2012 compared with fiscal 2011 due to price increases in our professional tax business and higher QuickBooks Premier Accountant Edition and ProAdvisor Program revenue.

Accounting Professionals segment operating income as a percentage of related revenue increased to 59% in fiscal 2012 from 57% in fiscal 2011 due to the increases in revenue described above and relatively stable costs and expenses.

Other Businesses

(Dollars in millions)	Fiscal 2013	Fiscal 2012	Fiscal 2011	2013-2012 % Change	2012-2011 % Change
Product revenue	$ 176	$ 167	$ 182		
Service and other revenue	167	157	143		
Total segment revenue	$ 343	$ 324	$ 325	6%	—%
% of total revenue	8%	9%	9%		
Segment operating income	$ 113	$ 116	$ 122	(2%)	(4%)
% of related revenue	33%	36%	38%		

Other Businesses consist primarily of our personal finance offerings, Quicken and Mint, and our global businesses, primarily in Canada, the United Kingdom, and Singapore. Quicken product revenue is derived primarily from Quicken desktop software products. Quicken service and other revenue is derived primarily from fees from consumer online transactions and Quicken Loans trademark royalties. Mint service and other revenue consists primarily of online lead generation fees. In Canada, product revenue is derived primarily from localized versions of QuickBooks and Quicken as well as consumer desktop tax return preparation software and professional tax preparation products. Service and other revenue in Canada consists primarily of revenue from QuickBooks support plans, payroll services, and merchant payment processing services. In the United Kingdom, product revenue is derived primarily from localized versions of QuickBooks and QuickBooks Payroll. In Singapore and other international locations, service and other revenue is derived from QuickBooks Online.

Fiscal 2013 Compared with Fiscal 2012

Other Businesses total net revenue increased $19 million or 6% in fiscal 2013 compared with fiscal 2012 driven by global revenue, which grew 9% in fiscal 2013.

Other Businesses segment operating income as a percentage of related revenue decreased to 33% in fiscal 2013 from 36% in fiscal 2012. Higher fiscal 2013 revenue as described above was offset by higher costs and expenses associated with continued investment in global market opportunities.

Fiscal 2012 Compared with Fiscal 2011

Other Businesses total net revenue was flat in fiscal 2012 compared with fiscal 2011. Global revenue grew 7% in fiscal 2012, or 9% when adjusted for unfavorable currency impacts, while Quicken revenue was lower due to lower Quicken unit sales.

Other Businesses segment operating income as a percentage of related revenue decreased to 36% in fiscal 2012 from 38% in fiscal 2011. We continued to invest in global market opportunities during fiscal 2012, while Quicken costs and expenses were lower.

Cost of Revenue

(Dollars in millions)		Fiscal 2013	% of Related Revenue		Fiscal 2012	% of Related Revenue		Fiscal 2011	% of Related Revenue
Cost of product revenue	$	130	9%	$	146	10%	$	143	10%
Cost of service and other revenue		429	16%		429	18%		338	17%
Amortization of acquired technology		18	n/a		10	n/a		9	n/a
Total cost of revenue	$	577	14%	$	585	15%	$	490	14%

Our cost of revenue has three components: (1) cost of product revenue, which includes the direct costs of manufacturing and shipping or electronically downloading our desktop software products; (2) cost of service and other revenue, which reflects direct costs associated with providing services, including data center costs related to delivering online services; and (3) amortization of acquired technology, which represents the cost of amortizing developed technologies that we have obtained through acquisitions over their useful lives.

Fiscal 2013 Compared with Fiscal 2012

Cost of product revenue as a percentage of product revenue decreased slightly in fiscal 2013 compared with fiscal 2012 due to favorable product mix. Cost of service and other revenue as a percentage of service and other revenue decreased in fiscal 2013 compared with fiscal 2012 due to growth in our TurboTax Online, QuickBooks Online, and online payroll offerings and to lower refund debit card processing and data center hosting costs. Online revenues have relatively lower costs of revenue compared with our other service offerings.

Fiscal 2012 Compared with Fiscal 2011

Cost of service and other revenue as a percentage of service and other revenue was slightly higher in fiscal 2012 compared with fiscal 2011. In fiscal 2012 we incurred higher costs associated with the new Free Tax Advice and refund debit card programs in our Consumer Tax segment. Partially offsetting the impact of these higher costs, agent fees in our Payment Solutions business were lower and online tax return preparation and electronic filing service revenue grew slightly faster than total service revenue. Online tax revenues have relatively lower costs of revenue compared with our other service offerings.

Operating Expenses

(Dollars in millions)		Fiscal 2013	% of Total Net Revenue		Fiscal 2012	% of Total Net Revenue		Fiscal 2011	% of Total Net Revenue
Selling and marketing	$	1,219	29%	$	1,033	27%	$	959	28%
Research and development		685	17%		618	16%		566	16%
General and administrative		422	10%		381	10%		341	10%
Amortization of other purchased intangible assets		35	1%		23	1%		11	—%
Total operating expenses	$	2,361	57%	$	2,055	54%	$	1,877	54%

Fiscal 2013 Compared with Fiscal 2012

Total operating expenses as a percentage of total net revenue increased to 57% in fiscal 2013 from 54% in fiscal 2012. Revenue grew $363 million and total operating expenses increased $306 million in fiscal 2013. The increase in operating expenses included the addition of operating expenses for Demandforce, which we acquired in May 2012. Operating expenses increased about $85 million for higher staffing expenses associated with higher headcount, about $60 million for advertising and other marketing programs in our Financial Management Solutions and Consumer Tax segments, and about $23 million for higher share-based compensation expenses. Share-based compensation expenses increased because the market price of our common stock was higher at the time of our broad-based July 2012 grants of stock options and restricted stock units compared with the prior fiscal year. This increased the total fair value of these awards at the time of grant, which is being recognized as expense over the related service periods.

Fiscal 2012 Compared with Fiscal 2011

Total operating expenses as a percentage of total net revenue were flat at 54% in fiscal 2012 and fiscal 2011. Revenue grew $359 million while total operating expenses increased $178 million in fiscal 2012. Total operating expenses increased about $148 million for higher staffing expenses due to higher headcount and about $15 million for higher share-based compensation expenses. Share-based compensation expenses increased because the market price of our common stock was higher at the time of our broad-based July 2011 grants of stock options and restricted stock units compared with the prior fiscal year. This increased the total fair value of these awards at the time of grant, which is being recognized as expense over the related service periods.

Non-Operating Income and Expenses

Interest Expense

In March 2007 we issued five-year and ten-year senior unsecured notes totaling $1 billion. In March 2012 we repaid $500 million of those senior notes when they became due using cash from operations. Interest expense of $30 million in fiscal 2013, $50 million in fiscal 2012, and $60 million in fiscal 2011 consisted primarily of interest on these senior notes. See Note 10 to the financial statements in Item 8 of this Report for more information.

Interest and Other Income

(In millions)	Fiscal 2013	Fiscal 2012	Fiscal 2011
Interest income	$ 3	$ 9	$ 10
Net gain on executive deferred compensation plan assets	7	—	6
Gain on disposition of stock warrants	—	10	—
Other	(3)	1	4
Total interest and other income, net	$ 7	$ 20	$ 20

Interest and other income, net consists primarily of interest income and net gains and losses on executive deferred compensation plan assets. Lower interest rates and stable average invested balances resulted in lower interest income in fiscal 2013 compared with fiscal 2012. Lower average invested balances and lower interest rates resulted in slightly lower interest income in fiscal 2012 compared with fiscal 2011. In accordance with authoritative guidance, we record gains and losses associated with executive deferred compensation plan assets in interest and other income and gains and losses associated with the related liabilities in operating costs and expenses. The total amounts recorded in operating costs and expenses are approximately equal to the total amounts recorded in interest and other income.

In connection with our acquisition of Digital Insight Corporation in fiscal 2007, we acquired stock warrants for a privately held company. During fiscal 2012 that company was acquired and we recorded a gain of approximately $10 million on the disposition of the warrants in interest and other income.

Income Taxes

Effective Tax Rate

Our effective tax rates for fiscal 2013, fiscal 2012, and fiscal 2011 were approximately 32%, 33%, and 34%. The differences between these rates and the federal statutory rate of 35% were primarily related to the tax benefit received from the domestic production activities deduction and the federal research and experimentation credit, partially offset by state income taxes. See Note 11 to the financial statements in Item 8 of this Report for more information about our effective tax rates.

Net Deferred Tax Assets

At July 31, 2013, we had net deferred tax assets of $170 million which included a valuation allowance of $25 million for the benefits of federal and state net basis difference in investments held for sale, state capital and operating loss carryforwards, and state tax credit carryforwards. We recorded the valuation allowance to reflect uncertainties about whether we will be able to utilize some of our deferred tax assets before they expire. While we believe our current valuation allowance is sufficient, we could in the future be required to increase the valuation allowance to take into account additional deferred tax assets that we

may be unable to realize. We assess the need for an adjustment to the valuation allowance on a quarterly basis. The assessment is based on our estimates of future sources of taxable income for the jurisdictions in which we operate and the periods over which our deferred tax assets will be realizable. See Note 11 to the financial statements in Item 8 of this Report for more information.

We provide U.S. federal income taxes on the earnings of foreign subsidiaries unless the subsidiaries' earnings are intended to be indefinitely reinvested in our international operations. To the extent that foreign earnings previously treated as indefinitely reinvested are repatriated, the related U.S. tax liability may, subject to certain limitations, be reduced by any foreign income taxes paid on these earnings. At July 31, 2013, the cumulative amount of earnings upon which U.S. income taxes had not been provided was approximately $57 million. The unrecognized deferred tax liability for these earnings was approximately $14 million.

Discontinued Operations

In the first quarter of fiscal 2013 we completed the sale of our Intuit Websites business, which was a component of our Financial Management Solutions segment. During the fourth quarter of fiscal 2013 we signed a definitive agreement to sell our Intuit Financial Services business, which comprised substantially all of our former Financial Services segment, and management approved a plan to sell our Intuit Health business, which was part of our Other Businesses segment. We completed the sale of those two businesses in August 2013. We also transferred Mint, which was reported in the Financial Services segment during fiscal 2013, back to our Other Businesses segment. See Note 8 to the financial statements in Item 8 of this Report for a more complete description of these discontinued operations and the impact that they have had on our statements of operations for the fiscal periods presented.

Liquidity and Capital Resources

Overview

At July 31, 2013, our cash, cash equivalents and investments totaled $1.7 billion, an increase of $917 million from July 31, 2012 due to the factors described in *"Statements of Cash Flows"* below. Our primary source of liquidity has been cash from operations, which entails the collection of accounts receivable for products and services. Our primary uses of cash have been for research and development programs, selling and marketing activities, capital projects, acquisitions of businesses, debt service costs, repurchases of our common stock under our stock repurchase programs, and the payment of cash dividends. As discussed in *"Executive Overview – Industry Trends and Seasonality"* earlier in this Item 7, our business is subject to significant seasonality. The balance of our cash, cash equivalents and investments generally fluctuates with that seasonal pattern. We believe the seasonality of our business is likely to continue in the future.

The following table summarizes selected measures of our liquidity and capital resources at the dates indicated:

(Dollars in millions)	July 31, 2013	July 31, 2012	$ Change	% Change
Cash, cash equivalents and investments	$ 1,661	$ 744	$ 917	123%
Long-term investments	83	75	8	11%
Long-term debt	499	499	—	—%
Working capital	1,116	258	858	333%
Ratio of current assets to current liabilities	1.9 : 1	1.2 : 1		

We have historically generated significant cash from operations and we expect to continue to do so during fiscal 2014. Since our operations are primarily domestic, approximately 90% of our cash, cash equivalents and investments at July 31, 2013 were located in the U.S. and none of those funds were restricted. Our only significant debt consists of $500 million in senior unsecured notes due in March 2017. We also have an unused $500 million unsecured revolving line of credit facility available to us for general corporate purposes, including future acquisitions.

We evaluate, on an ongoing basis, the merits of acquiring technology or businesses, or establishing strategic relationships with and investing in other companies. Our strong liquidity profile enables us to respond nimbly to these kinds of opportunities.

Based on past performance and current expectations, we believe that our cash and cash equivalents, investments, and cash generated from operations will be sufficient to meet anticipated seasonal working capital needs, capital expenditure

requirements, contractual obligations, commitments, debt service requirements, and other liquidity requirements associated with our operations for at least the next 12 months. We expect to return excess cash generated by operations to our stockholders through repurchases of our common stock and payment of cash dividends, after taking into account our operating and strategic cash needs.

Statements of Cash Flows

The following table summarizes selected items from our statements of cash flows for fiscal 2013, fiscal 2012, and fiscal 2011. See the financial statements in Item 8 of this Report for complete statements of cash flows for those periods.

(Dollars in millions)	Fiscal 2013	Fiscal 2012	Fiscal 2011
Net cash provided by (used in):			
Operating activities	$ 1,366	$ 1,246	$ 1,013
Investing activities	(485)	(225)	497
Financing activities	(262)	(1,344)	(1,006)
Effect of exchange rate changes on cash	(3)	(6)	4
Increase (decrease) in cash and cash equivalents	$ 616	$ (329)	$ 508

During fiscal 2013 we generated $1.4 billion in cash from operations. We also received $165 million in cash from the issuance of common stock under employee stock plans and $60 million from the sale of our Intuit Websites business. During the same period we used $292 million in cash for the repurchase of shares of our common stock under our stock repurchase programs, $203 million for the payment of cash dividends, $308 million for net purchases of investments, and $195 million for capital expenditures.

During fiscal 2012 we generated $1.2 billion in cash from operations. We also received $349 million in cash from net sales of investments and $164 million from the issuance of common stock under employee stock plans. During the same period we used $500 million in cash to repay senior notes that became due in March 2012, $392 million for the acquisition of businesses (primarily Demandforce), $900 million for the repurchase of shares of our common stock under our stock repurchase programs, $178 million for the payment of cash dividends, and $186 million for capital expenditures.

During fiscal 2011 we generated $1.0 billion in cash from operations. We also received $697 million in cash from net sales of investments and $283 million from the issuance of common stock under employee stock plans. During the same period we used $1.4 billion in cash for the repurchase of shares of our common stock under our stock repurchase programs and $213 million for capital expenditures.

Stock Repurchase Programs and Dividends on Common Stock

As described in Note 12 to the financial statements in Item 8 of this Report, during fiscal 2013, 2012, and 2011 we continued to repurchase shares of our common stock under a series of repurchase programs that our Board of Directors has authorized. At July 31, 2013, we had authorization from our Board of Directors to expend up to an additional $1.4 billion for stock repurchases through August 15, 2014. On August 19, 2013 our Board approved a new stock repurchase program under which we are authorized to repurchase up to an additional $2 billion of our common stock from time to time over a four-year period ending on August 19, 2017.

On August 1, 2013, we sold our Intuit Financial Services business for approximately $1.025 billion in cash. To facilitate the stock repurchase program described above, from time to time we repurchase shares in the open market. On August 23, 2013 we entered into an accelerated share repurchase (ASR) agreement with a large financial institution to repurchase $1.4 billion of Intuit's common stock on an accelerated basis. We entered into this ASR agreement in order to repurchase shares at a guaranteed discount from the average price of our stock over a specified period of time. On August 23, 2013 we paid $1.4 billion to the financial institution and received an initial delivery of 17.6 million shares of Intuit common stock. The total number of shares to be delivered generally will be determined by applying an agreed discount to the average of the daily volume weighted average price of Intuit common shares traded during the pricing period. The pricing period is scheduled to end in December 2013, but it may conclude sooner at the election of the financial institution. If the total number of shares to be delivered exceeds the number of shares delivered on August 23, 2013, we will receive the remaining balance of shares from the financial institution. Based on the current trading prices of our common stock, we expect to receive additional shares. If the

total number of shares to be delivered is less than the number of shares delivered on August 23, 2013, we have the contractual right to deliver to the financial institution either shares of Intuit common stock or cash equal to the value of those shares.

During fiscal 2013 and 2012 we also continued to pay quarterly cash dividends on shares of our outstanding common stock. In August 2013 our Board of Directors declared a quarterly cash dividend of $0.19 per share of outstanding common stock payable on October 18, 2013 to stockholders of records at the close of business on October 10, 2013. We currently expect to continue paying comparable cash dividends on a quarterly basis; however, future declarations of dividends and the establishment of future record dates and payment dates are subject to the final determination of our Board of Directors.

Business Combinations

On May 18, 2012 we acquired all of the outstanding equity interests of Demandforce, Inc. for total cash and other consideration of approximately $449 million. The $449 million included approximately $44 million for the fair value of assumed equity awards that is being charged to expense over service periods of up to four years. Demandforce is a provider of online marketing and customer communication solutions for small businesses and became part of our Financial Management Solutions segment. We have included the results of operations for Demandforce in our consolidated results of operations from the date of acquisition. Their results of operations for periods prior to the date of acquisition were not material when compared with our consolidated results of operations. See Note 7 to the financial statements in Item 8 of this Report for more information.

Commitments for Senior Unsecured Notes

On March 12, 2007 we issued $500 million of 5.40% senior unsecured notes due on March 15, 2012 (the 2012 Notes) and $500 million of 5.75% senior unsecured notes due on March 15, 2017 (the 2017 Notes). We repaid the 2012 Notes when they became due using cash from operations. The 2017 Notes are redeemable by Intuit at any time, subject to a make-whole premium. Interest is payable semiannually on March 15 and September 15. At July 31, 2013, our maximum commitment for interest payments under the 2017 Notes was $115 million. See Note 10 to the financial statements in Item 8 of this Report for more information.

Unsecured Revolving Credit Facility

On February 17, 2012 we entered into an agreement with certain institutional lenders for a $500 million unsecured revolving credit facility that will expire on February 17, 2017. See Note 9 to the financial statements in Item 8 of this Report for a description of the key terms of this agreement, including the covenants. We remained in compliance with these covenants at all times during the quarter ended July 31, 2013. We may use amounts borrowed under this credit facility for general corporate purposes, including future acquisitions. To date we have not borrowed under the credit facility. We monitor counterparty risk associated with the institutional lenders that are providing the credit facility. We currently believe that the credit facility will be available to us should we choose to borrow under it.

Cash Held by Foreign Subsidiaries

Our cash, cash equivalents and investments totaled $1.7 billion at July 31, 2013. Of this amount, approximately 10% was held by our foreign subsidiaries and subject to repatriation tax considerations. These foreign funds were located primarily in Canada, and to a lesser extent in India, Singapore, and the UK. We intend to permanently reinvest a significant portion of our earnings from foreign operations, and we currently do not anticipate that we will need funds generated from foreign operations to fund our domestic operations. In the event that funds from foreign operations are needed to fund operations in the United States, if U.S. taxes have not been previously provided on the related earnings we would provide for and pay additional U.S. taxes at the time we change our intention with regard to the reinvestment of those earnings.

Off-Balance Sheet Arrangements

At July 31, 2013, we did not have any significant off-balance sheet arrangements, as defined in Item 303(a)(4)(ii) of Regulation S-K.

Contractual Obligations

The following table summarizes our known contractual obligations to make future payments at July 31, 2013:

(In millions)	Payments Due by Period Less than 1 year	1-3 years	3-5 years	More than 5 years	Total
Amounts due under executive deferred compensation plan	$ 64	$ —	$ —	$ —	$ 64
Senior unsecured notes	—	—	500	—	500
Interest and fees due on long-term obligations	29	58	29	—	116
License fee payable (1)	10	20	20	10	60
Operating leases (2)	63	105	75	160	403
Purchase obligations (3)	18	23	1	1	43
Total contractual obligations (4)	$ 184	$ 206	$ 625	$ 171	$ 1,186

(1) In May 2009 we entered into an agreement to license certain technology for $20 million in cash and $100 million payable over ten fiscal years. See Note 10 to the financial statements in Item 8 of this Report for more information.

(2) Excludes facilities leases assumed by the purchasers of our Intuit Financial Services and Intuit Health businesses. We classified these businesses as discontinued operations at July 31, 2013 and sold them in August 2013. We had no capital leases at July 31, 2013.

(3) Represents agreements to purchase products and services that are enforceable, legally binding and specify terms, including: fixed or minimum quantities to be purchased; fixed, minimum or variable price provisions; and the approximate timing of the payments. Excludes approximately $184 million of future outsourced electronic payment fulfillment and bill management services assumed by the purchaser of our Intuit Financial Services business. We classified IFS as discontinued operations at July 31, 2013 and sold it on August 1, 2013.

(4) Other long-term obligations on our balance sheet at July 31, 2013 included non-current income tax liabilities of $38 million which related primarily to unrecognized tax benefits. We have not included this amount in the table above because we cannot make a reasonably reliable estimate regarding the timing of settlements with taxing authorities, if any.

Recent Accounting Pronouncements

For a description of recent accounting pronouncements and the potential impact of these pronouncements on our financial position, results of operations and cash flows, see "*Recent Accounting Pronouncements"* in Note 1 to the financial statements in Item 8 of this Report.

ITEM 7A
QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Investment Portfolio

There has been significant deterioration and instability in the financial markets since 2008. This period of extraordinary disruption and readjustment in the financial markets has exposed us to investment risks beyond those typically inherent in investment securities. The value and liquidity of the securities in which we invest could deteriorate rapidly and the issuers of these securities could be subject to credit rating downgrades. In light of the current market conditions and these additional risks, we actively monitor market conditions and developments specific to the securities in which we invest. We believe that we take a conservative approach to investing our funds in that we invest only in highly-rated securities and diversify our portfolio of investments. While we believe we take prudent measures to mitigate investment related risks, such risks cannot be fully eliminated because of market circumstances that are outside our control.

Our investments consist of instruments that meet quality standards that are consistent with our investment policy. This policy specifies that, except for direct obligations of the United States government, securities issued by agencies of the United States government, and money market funds, we diversify our investments by limiting our holdings with any individual issuer. We do not hold derivative financial instruments or European sovereign debt in our portfolio of investments. See Note 3 to the financial statements in Item 8 of this Report for a summary of the amortized cost and fair value of our investments by type of issue.

The following table presents our portfolio of cash equivalents and available-for-sale debt securities as of July 31, 2013 by stated maturity. The table is classified by the original maturity date listed on the security and includes cash equivalents, which consist primarily of money market funds. At July 31, 2013, the weighted average tax adjusted interest rate earned on our money market accounts was 0.03% and the weighted average tax adjusted interest rate earned on our investments was 0.37%.

	Years Ending July 31,						
(In millions)	2014	2015	2016	2017	2018	2018 and Thereafter	Total
Cash equivalents	$ 917	$ —	$ —	$ —	$ —	$ —	$ 917
Investments	235	245	210	14	18	105	827
Long-term investments	—	—	—	—	—	33	33
Total	$ 1,152	$ 245	$ 210	$ 14	$ 18	$ 138	$ 1,777

Interest Rate Risk

Our cash equivalents and investments are subject to market risk due to changes in interest rates. Interest rate movements affect the interest income we earn on cash equivalents and investments and the value of those investments. Should the Federal Reserve Target Rate increase by 25 basis points from the level of July 31, 2013, the value of our investments would decrease by approximately $3 million. Should the Federal Reserve Target Rate increase by 100 basis points from the level of July 31, 2013, the value of our investments would decrease by approximately $10 million.

We are also exposed to the impact of changes in interest rates as they affect our $500 million revolving credit facility. Advances under the credit facility accrue interest at rates that are equal to JP Morgan's alternate base rate plus a margin that ranges from 0.0% to 0.5% or the London InterBank Offered Rate (LIBOR) plus a margin that ranges from 0.9% to 1.5%, in both cases based on our senior debt ratings. Consequently, our interest expense would fluctuate with changes in the general level of these interest rates if we were to borrow any amounts under the credit facility. At July 31, 2013, no amounts were outstanding under the credit facility.

On March 12, 2007 we issued $500 million of 5.75% senior unsecured notes due on March 15, 2017. We carry these senior notes at face value less unamortized discount on our balance sheets. Since these senior notes bear interest at fixed rates, we have no financial statement risk associated with changes in interest rates. However, the fair value of these notes fluctuates when interest rates change. See Note 2 and Note 10 to the financial statements in Item 8 of this Report for more information.

Impact of Foreign Currency Rate Changes

The functional currencies of our international operating subsidiaries are generally the local currencies. We translate the assets and liabilities of our foreign subsidiaries at the exchange rates in effect on the balance sheet date. We translate their revenue, costs and expenses at the average rates of exchange in effect during the period. We include translation gains and losses in the stockholders' equity section of our balance sheets. We include net gains and losses resulting from foreign exchange transactions in interest and other income in our statements of operations.

Since we translate foreign currencies (primarily Canadian dollars, British pounds, Australian dollars, Indian rupees, and Singapore dollars) into U.S dollars for financial reporting purposes, currency fluctuations can have an impact on our financial results. The historical impact of currency fluctuations has generally been immaterial. We believe that our exposure to currency exchange fluctuation risk is not significant primarily because our global subsidiaries invoice customers and satisfy their financial obligations almost exclusively in their local currencies. Although the impact of currency fluctuations on our financial results has generally been immaterial in the past and we believe that for the reasons cited above currency fluctuations will not be significant in the future, there can be no guarantee that the impact of currency fluctuations will not be material in the future. As of July 31, 2013, we did not engage in foreign currency hedging activities.

ITEM 8
FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

1. **INDEX TO CONSOLIDATED FINANCIAL STATEMENTS**

The following financial statements are filed as part of this Report:

	Page
Reports of Independent Registered Public Accounting Firm	53
Consolidated Statements of Operations for each of the three years in the period ended July 31, 2013	55
Consolidated Statements of Comprehensive Income for each of the three years in the period ended July 31, 2013	56
Consolidated Balance Sheets as of July 31, 2013 and 2012	57
Consolidated Statements of Stockholders' Equity for each of the three years in the period ended July 31, 2013	58
Consolidated Statements of Cash Flows for each of the three years in the period ended July 31, 2013	59
Notes to Consolidated Financial Statements	61

2. **INDEX TO FINANCIAL STATEMENT SCHEDULES**

The following financial statement schedule is filed as part of this Report and should be read in conjunction with the Consolidated Financial Statements:

Schedule		Page
II	Valuation and Qualifying Accounts	95

All other schedules not listed above have been omitted because they are inapplicable or are not required.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Stockholders of Intuit Inc.

We have audited the accompanying consolidated balance sheets of Intuit Inc. as of July 31, 2013 and 2012, and the related consolidated statements of operations, comprehensive income, stockholders' equity, and cash flows for each of the three years in the period ended July 31, 2013. Our audits also included the financial statement schedule listed in Part II, Item 8. These financial statements and schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Intuit Inc. at July 31, 2013 and 2012, and the consolidated results of its operations and its cash flows for each of the three years in the period ended July 31, 2013, in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the related financial statement schedule, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), Intuit Inc.'s internal control over financial reporting as of July 31, 2013, based on criteria established in *Internal Control — Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (1992 framework) and our report dated September 13, 2013 expressed an unqualified opinion thereon.

/s/ ERNST & YOUNG LLP

San Jose, California
September 13, 2013

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Stockholders of Intuit Inc.

We have audited Intuit Inc.'s internal control over financial reporting as of July 31, 2013, based on criteria established in *Internal Control - Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (1992 framework) (the COSO criteria). Intuit Inc.'s management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, Intuit Inc. maintained, in all material respects, effective internal control over financial reporting as of July 31, 2013, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of Intuit Inc. as of July 31, 2013 and 2012, and the related consolidated statements of operations, comprehensive income, stockholders' equity, and cash flows for each of the three years in the period ended July 31, 2013 and our report dated September 13, 2013 expressed an unqualified opinion thereon.

/s/ ERNST & YOUNG LLP

San Jose, California
September 13, 2013

INTUIT INC.
CONSOLIDATED STATEMENTS OF OPERATIONS

	Twelve Months Ended July 31,		
(In millions, except per share amounts)	2013	2012	2011
Net revenue:			
Product	$ 1,515	$ 1,479	$ 1,480
Service and other	2,656	2,329	1,969
Total net revenue	4,171	3,808	3,449
Costs and expenses:			
Cost of revenue:			
Cost of product revenue	130	146	143
Cost of service and other revenue	429	429	338
Amortization of acquired technology	18	10	9
Selling and marketing	1,219	1,033	959
Research and development	685	618	566
General and administrative	422	381	341
Amortization of other acquired intangible assets	35	23	11
Total costs and expenses	2,938	2,640	2,367
Operating income from continuing operations	1,233	1,168	1,082
Interest expense	(30)	(50)	(60)
Interest and other income, net	7	20	20
Income from continuing operations before income taxes	1,210	1,138	1,042
Income tax provision	387	374	354
Net income from continuing operations	823	764	688
Net income (loss) from discontinued operations	35	28	(54)
Net income	$ 858	$ 792	$ 634
Basic net income per share from continuing operations	$ 2.78	$ 2.58	$ 2.24
Basic net income (loss) per share from discontinued operations	0.11	0.09	(0.18)
Basic net income per share	$ 2.89	$ 2.67	$ 2.06
Shares used in basic per share calculations	297	296	307
Diluted net income per share from continuing operations	$ 2.72	$ 2.51	$ 2.17
Diluted net income (loss) per share from discontinued operations	0.11	0.09	(0.17)
Diluted net income per share	$ 2.83	$ 2.60	$ 2.00
Shares used in diluted per share calculations	303	305	317
Dividends declared per common share	$ 0.68	$ 0.60	$ —

See accompanying notes.

INTUIT INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

	Twelve Months Ended July 31,		
(In millions)	2013	2012	2011
Net income	$ 858	$ 792	$ 634
Other comprehensive income (loss), net of income taxes:			
Unrealized losses on available-for-sale debt securities	(1)	(1)	—
Unrealized gains on available-for-sale equity securities	—	18	—
Foreign currency translation gains (losses)	(4)	(7)	4
Total other comprehensive income (loss), net	(5)	10	4
Comprehensive income	$ 853	$ 802	$ 638

See accompanying notes.

INTUIT INC.
CONSOLIDATED BALANCE SHEETS

(Dollars in millions, except par value; shares in thousands)	July 31, 2013	July 31, 2012
ASSETS		
Current assets:		
Cash and cash equivalents	$ 1,009	$ 393
Investments	652	351
Accounts receivable, net of allowance for doubtful accounts of $38 and $46	130	142
Income taxes receivable	62	53
Deferred income taxes	166	183
Prepaid expenses and other current assets	98	65
Current assets of discontinued operations	44	46
Current assets before funds held for customers	2,161	1,233
Funds held for customers	235	290
Total current assets	2,396	1,523
Long-term investments	83	75
Property and equipment, net	555	543
Goodwill	1,246	1,286
Acquired intangible assets, net	149	207
Other assets	102	94
Long-term assets of discontinued operations	955	956
Total assets	$ 5,486	$ 4,684
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 137	$ 139
Accrued compensation and related liabilities	218	214
Income taxes payable	2	—
Deferred revenue	495	439
Other current liabilities	154	144
Current liabilities of discontinued operations	39	39
Current liabilities before customer fund deposits	1,045	975
Customer fund deposits	235	290
Total current liabilities	1,280	1,265
Long-term debt	499	499
Other long-term obligations	167	166
Long-term obligations of discontinued operations	9	10
Total liabilities	1,955	1,940
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, $0.01 par value Authorized - 1,345 shares total; 145 shares designated Series A; 250 shares designated Series B Junior Participating Issued and outstanding - None	—	—
Common stock, $0.01 par value Authorized - 750,000 shares Outstanding - 299,503 shares at July 31, 2013 and 295,289 shares at July 31, 2012	3	3
Additional paid-in capital	3,198	3,015
Treasury stock, at cost	(4,952)	(4,911)
Accumulated other comprehensive income	20	25
Retained earnings	5,262	4,612
Total stockholders' equity	3,531	2,744
Total liabilities and stockholders' equity	$ 5,486	$ 4,684

See accompanying notes.

INTUIT INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

(Dollars in millions, shares in thousands)	Common Stock Shares	Common Stock Amount	Additional Paid-In Capital	Treasury Stock	Accumulated Other Comprehensive Income	Retained Earnings	Total Stockholders' Equity
Balance at July 31, 2010	**313,861**	**$ 3**	**$ 2,725**	**$ (3,315)**	**$ 11**	**$ 3,397**	**$ 2,821**
Comprehensive income	—	—	—	—	4	634	638
Issuance of treasury stock under employee stock plans	14,970	—	(76)	359	—	—	283
Stock repurchases under stock repurchase programs	(28,234)	—	—	(1,360)	—	—	(1,360)
Tax benefit from share-based compensation plans	—	—	81	—	—	—	81
Share-based compensation expense	—	—	153	—	—	—	153
Balance at July 31, 2011	**300,597**	**3**	**2,883**	**(4,316)**	**15**	**4,031**	**2,616**
Comprehensive income	—	—	—	—	10	792	802
Issuance of treasury stock under employee stock plans	11,556	—	(108)	305	—	(33)	164
Stock repurchases under stock repurchase programs	(16,864)	—	—	(900)	—	—	(900)
Cash dividends declared ($0.60 per share)	—	—	—	—	—	(178)	(178)
Tax benefit from share-based compensation plans	—	—	71	—	—	—	71
Share-based compensation expense	—	—	169	—	—	—	169
Balance at July 31, 2012	**295,289**	**3**	**3,015**	**(4,911)**	**25**	**4,612**	**2,744**
Comprehensive income	—	—	—	—	(5)	858	853
Issuance of treasury stock under employee stock plans	9,034	—	(81)	251	—	(5)	165
Stock repurchases under stock repurchase programs	(4,820)	—	—	(292)	—	—	(292)
Cash dividends declared ($0.68 per share)	—	—	—	—	—	(203)	(203)
Tax benefit from share-based compensation plans	—	—	69	—	—	—	69
Share-based compensation expense	—	—	195	—	—	—	195
Balance at July 31, 2013	**299,503**	**$ 3**	**$ 3,198**	**$ (4,952)**	**$ 20**	**$ 5,262**	**$ 3,531**

See accompanying notes.

INTUIT INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS

	Twelve Months Ended July 31,		
(In millions)	**2013**	**2012**	**2011**
Cash flows from operating activities:			
Net income	$ 858	$ 792	$ 634
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation	166	171	164
Amortization of acquired intangible assets	66	71	77
Goodwill and intangible asset impairment charge	46	—	30
Share-based compensation expense	195	169	153
Pre-tax gain on sale of discontinued operations (1)	(53)	—	—
Deferred income taxes	13	(62)	31
Tax benefit from share-based compensation plans	69	71	81
Excess tax benefit from share-based compensation plans	(69)	(70)	(71)
Other	19	11	19
Total adjustments	452	361	484
Changes in operating assets and liabilities:			
Accounts receivable	12	(10)	(36)
Prepaid expenses, income taxes receivable and other assets	(42)	31	(70)
Accounts payable	4	19	(24)
Accrued compensation and related liabilities	8	17	8
Deferred revenue	62	38	28
Income taxes payable	2	—	(15)
Other liabilities	10	(2)	4
Total changes in operating assets and liabilities	56	93	(105)
Net cash provided by operating activities	**1,366**	**1,246**	**1,013**
Cash flows from investing activities:			
Purchases of available-for-sale debt securities	(869)	(669)	(1,257)
Sales of available-for-sale debt securities	333	840	1,626
Maturities of available-for-sale debt securities	228	178	328
Net change in money market funds and other cash equivalents held to satisfy customer fund obligations	55	124	(51)
Net change in customer fund deposits	(55)	(124)	77
Purchases of property and equipment	(129)	(135)	(114)
Capitalization of internal use software	(66)	(51)	(99)
Acquisitions of businesses, net of cash acquired	(17)	(392)	—
Acquisitions of intangible assets	(14)	(10)	(15)
Proceeds from divestiture of businesses	60	—	—
Other	(11)	14	2
Net cash (used in) provided by investing activities	**(485)**	**(225)**	**497**
Cash flows from financing activities:			
Repayment of debt	—	(500)	—
Net proceeds from issuance of treasury stock under employee stock plans	165	164	283
Purchases of treasury stock	(292)	(900)	(1,360)
Cash dividends paid to stockholders	(203)	(178)	—

	Twelve Months Ended July 31,		
(In millions)	2013	2012	2011
Excess tax benefit from share-based compensation plans	69	70	71
Other	(1)	—	—
Net cash used in financing activities	**(262)**	**(1,344)**	**(1,006)**
Effect of exchange rates on cash and cash equivalents	(3)	(6)	4
Net increase (decrease) in cash and cash equivalents	**616**	**(329)**	**508**
Cash and cash equivalents at beginning of period	393	722	214
Cash and cash equivalents at end of period	**$ 1,009**	**$ 393**	**$ 722**
Supplemental disclosure of cash flow information:			
Interest paid	$ 33	$ 60	$ 60
Income taxes paid	$ 309	$ 312	$ 270

(1) Because the cash flows of our Intuit Websites, Intuit Financial Services, and Intuit Health discontinued operations were not material for any period presented, we have not segregated the cash flows of those businesses on these statements of cash flows. We have presented the effect of the pre-tax gain on disposal of our Intuit Websites discontinued operations on the fiscal 2013 statement of cash flows. See Note 8, *"Discontinued Operations,"* for more information.

See accompanying notes.

INTUIT INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. Description of Business and Summary of Significant Accounting Policies

Description of Business

Intuit Inc. provides business and financial management solutions for small businesses, consumers, and accounting professionals. With flagship products and services that include QuickBooks, TurboTax, and Quicken, we help customers solve important business and financial management problems, such as running a small business, paying bills, filing income taxes, or managing personal finances. ProSeries and Lacerte are Intuit's tax preparation offerings for professional accountants. Incorporated in 1984 and headquartered in Mountain View, California, we sell our products and services primarily in the United States.

Basis of Presentation

These consolidated financial statements include the financial statements of Intuit and its wholly owned subsidiaries. We have eliminated all significant intercompany balances and transactions in consolidation. We have reclassified certain amounts previously reported in our financial statements to conform to the current presentation, including amounts related to discontinued operations and reportable segments. See Note 8, *"Discontinued Operations,"* and Note 15, *"Segment Information,"* for more information.

In fiscal 2012 we acquired Demandforce, Inc. and we have included the results of operations for this company in our consolidated results of operations from the date of acquisition. See Note 7, *"Business Combinations,"* for more information.

As discussed in Note 8, in September 2012 we sold our Intuit Websites business. In July 2013 we signed a definitive agreement to sell our Intuit Financial Services (IFS) business and management approved a plan to sell our Intuit Health business. In August 2013 we completed the sale of both of those businesses. We have reclassified our statements of operations for all periods presented to reflect these three businesses as discontinued operations. We have also reclassified our balance sheets for all periods presented to reflect IFS as discontinued operations. The net assets of Intuit Websites and Intuit Health were not significant, so we have not reclassified our balance sheets to present them as discontinued operations. Because the cash flows of our Intuit Websites, IFS, and Intuit Health discontinued operations were not material for any period presented, we have not segregated the cash flows of those businesses on our statements of cash flows. Unless noted otherwise, discussions in these notes pertain to our continuing operations.

Seasonality

Our QuickBooks, Consumer Tax, and Accounting Professionals offerings are highly seasonal. Revenue from our QuickBooks software products tends to be highest during our second and third fiscal quarters. Sales of income tax preparation products and services are heavily concentrated in the period from November through April. These seasonal patterns mean that our total net revenue is usually highest during our second quarter ending January 31 and third quarter ending April 30. We typically report losses in our first quarter ending October 31 and fourth quarter ending July 31. During these quarters, revenue from our tax businesses is minimal while core operating expenses such as research and development continue at relatively consistent levels.

Use of Estimates

We make estimates and assumptions that affect the amounts reported in the financial statements and the disclosures made in the accompanying notes. For example, we use estimates in determining the appropriate levels of reserves for product returns and rebates, the collectibility of accounts receivable, the appropriate levels of various accruals, the amount of our worldwide tax provision and the realizability of deferred tax assets. We also use estimates in determining the remaining economic lives and carrying values of acquired intangible assets, property and equipment, and other long-lived assets. In addition, we use assumptions to estimate the fair value of reporting units, share-based compensation and illiquid municipal auction rate securities. Despite our intention to establish accurate estimates and use reasonable assumptions, actual results may differ from our estimates.

Revenue Recognition

We derive revenue from the sale of packaged software products, software subscriptions, hosted services, technical support plans, financial supplies, implementation services, transaction fees, merchant services hardware, and multiple element arrangements that may include a combination of these items. We recognize revenue when all four revenue recognition criteria

have been met: persuasive evidence of an arrangement exists, we have delivered the product or performed the service, the fee is fixed or determinable, and collectibility is probable. Determining whether and when these criteria have been satisfied involves exercising judgment and using estimates and assumptions that can have a significant impact on the timing and amount of revenue that we recognize.

In some situations, we receive advance payments from our customers. We defer revenue associated with these advance payments and the relative fair value of undelivered elements under multiple element arrangements until we ship the products or perform the services.

We account for cash consideration (such as sales incentives) that we give to our customers or resellers as a reduction of revenue rather than as an operating expense unless we receive a benefit that we can identify and for which we can reasonably estimate the fair value.

Product Revenue

We recognize revenue from the sale of our packaged software products, financial supplies such as printed check stock, and merchant services hardware such as retail point-of-sale equipment and credit card readers for mobile phones, when legal title transfers. This is generally when our customers download products from the Web, when we ship the products or, in the case of certain agreements, when products are delivered to retailers. We sell some of our QuickBooks, TurboTax and Quicken desktop software products on consignment to certain retailers. We recognize revenue for these consignment transactions only when the end-user sale has occurred. For software products that are sold on a subscription basis and include periodic updates, we recognize revenue ratably over the term of the contract. We record product revenue net of our sales tax obligations.

We reduce product revenue from distributors and retailers for estimated returns that are based on historical returns experience and other factors, such as the volume and price mix of products in the retail channel, return rates for prior releases of the product, trends in retailer inventory and economic trends that might impact customer demand for our products (including the competitive environment and the timing of new releases of our product). We also reduce product revenue for the estimated redemption of rebates on certain current product sales. Our estimated reserves for distributor and retailer sales incentive rebates are based on distributors' and retailers' actual performance against the terms and conditions of rebate programs. Our reserves for end user rebates are estimated based on the terms and conditions of the specific promotional rebate program, actual sales during the promotion and historical redemption trends by product and by type of promotional program.

Service and Other Revenue

Our service revenue consists primarily of hosted services such as QuickBooks Online and TurboTax Online, payroll services, electronic merchant payment processing services, and electronic tax filing services. Our service revenue also includes QuickBooks technical support plans in our Financial Management Solutions segment.

We recognize revenue from hosted services as the services are performed, provided we have no other remaining obligations to these customers. We generally require customers to remit payroll tax funds to us in advance of the payroll date via electronic funds transfer. We include in total net revenue the interest that we earn on these funds between the time that we collect them from customers and the time that we remit them to outside parties. Service revenue for electronic payment processing services that we provide to merchants is recorded net of interchange fees charged by credit card associations.

We offer several QuickBooks technical support plans and recognize support revenue over the life of the plans.

Other revenue consists primarily of revenue from revenue-sharing and royalty arrangements with third-party partners. We typically recognize this revenue as earned based upon reporting provided to us by our partners.

Multiple Element Arrangements

We enter into multiple element revenue arrangements in which a customer may purchase a combination of software, upgrades, hosted services, technical support, and hardware.

Multiple Element Arrangements That Contain Software and Software-Related Elements

For multiple element arrangements that contain only software and software-related elements, such as QuickBooks desktop software and paid technical support plans, we allocate and defer revenue for the undelivered elements based on their vendor-specific objective evidence of fair value (VSOE). VSOE is the price charged when that element is sold separately. In situations where VSOE exists for all elements (delivered and undelivered), we allocate the total revenue to be earned under the

arrangement among the various elements, based on their relative fair value. For arrangements where VSOE exists only for the undelivered elements, we defer the full fair value of the undelivered elements and recognize the difference between the total arrangement fee and the amount deferred for the undelivered items as revenue. If VSOE does not exist for an undelivered service element, we recognize the revenue from the entire arrangement as the services are delivered. If VSOE does not exist for undelivered elements that are specified products or features, we defer revenue until the earlier of the delivery of all elements or the point at which we determine VSOE for these undelivered elements.

We recognize revenue related to the delivered products or services only if: (1) the above revenue recognition criteria are met; (2) any undelivered products or services are not essential to the functionality of the delivered products and services; (3) payment for the delivered products or services is not contingent upon delivery of the remaining products or services; and (4) we have an enforceable claim to receive the amount due in the event that we do not deliver the undelivered products or services.

Multiple Element Arrangements That Contain Non-Software Elements

For multiple element arrangements that contain non-software elements such as hosted services or credit card readers for mobile phones, we: (1) determine whether and when each element has been delivered; (2) determine the fair value of each element using the selling price hierarchy of vendor-specific evidence (VSOE) of fair value if available, third-party evidence (TPE) if VSOE is not available, and estimated selling price (ESP) if neither VSOE nor TPE is available; and (3) allocate the total price among the various elements using the relative selling price method. Once we have allocated the total price among the various elements, we recognize revenue when the revenue recognition criteria described above are met for each element.

VSOE generally exists when we sell the deliverable separately and we are normally able to establish VSOE for all deliverables in these multiple element arrangements; however, in certain limited instances VSOE cannot be established. This may be because we infrequently sell each element separately, do not price products or services within a narrow range, or have a limited sales history. When VSOE cannot be established, we attempt to establish selling price for each element based on TPE. TPE is determined based on competitor prices for similar deliverables when sold separately. When we are unable to establish selling price using VSOE or TPE, we use ESP in our allocation of arrangement consideration. ESP is the estimated price at which we would sell a product or service if it were sold on a stand-alone basis. We determine ESP for a product or service by considering multiple factors including, but not limited to, pricing practices, market conditions, competitive landscape, type of customer, geographies, stage of product lifecycle, internal costs, and gross margin objectives. Significant pricing practices that we take into consideration include historic contractually stated prices, volume discounts where applicable, and our price lists. The determination of ESP is made through consultation with and formal approval by management, taking into consideration our overall go-to-market strategy.

Shipping and Handling

We record the amounts we charge our customers for the shipping and handling of our software products as product revenue and we record the related costs as cost of product revenue in our statements of operations.

Customer Service and Technical Support

We include the costs of providing customer service under paid technical support contracts on the cost of service and other revenue line in our statements of operations. We include customer service and free technical support costs in selling and marketing expense in our statements of operations. Customer service and technical support costs include costs associated with performing order processing, answering customer inquiries by telephone and through websites, e-mail and other electronic means, and providing free technical support assistance to customers. In connection with the sale of certain products, we provide a limited amount of free technical support assistance to customers. We do not defer the recognition of any revenue associated with sales of these products, since the cost of providing this free technical support is insignificant. The technical support is generally provided within one year after the associated revenue is recognized and free product enhancements are minimal and infrequent. We accrue the estimated cost of providing this free support upon product shipment.

Software Development Costs

We expense software development costs as we incur them until technological feasibility has been established, at which time those costs are capitalized until the product is available for general release to customers. To date, our software has been available for general release concurrent with the establishment of technological feasibility and, accordingly, we have not capitalized any development costs. Costs we incur to enhance our existing products or after the general release of the service using the product are expensed in the period they are incurred and included in research and development expense in our statements of operations.

Internal Use Software

We capitalize costs related to computer software obtained or developed for internal use. Software obtained for internal use has generally been enterprise-level business and finance software that we customize to meet our specific operational needs. Software developed for internal use has generally been used to deliver hosted services to our customers. Costs incurred in the application development phase are capitalized and amortized over their useful lives, which are generally three to five years.

Advertising

We expense all advertising costs as we incur them to selling and marketing expense in our statements of operations. We recorded advertising expense of approximately $186 million for the twelve months ended July 31, 2013, $150 million for the twelve months ended July 31, 2012, and $176 million for the twelve months ended July 31, 2011.

Leases

We review all leases for capital or operating classification at their inception. We use our incremental borrowing rate in the assessment of lease classification and define the initial lease term to include the construction build-out period but to exclude lease extension periods. We conduct our operations primarily under operating leases. For leases that contain rent escalations, we record the total rent payable during the lease term, as defined above, on a straight-line basis over the term of the lease. We record the difference between the rent paid and the straight-line rent in a deferred rent account in other current liabilities or other long-term obligations, as appropriate, on our balance sheets.

We record landlord allowances as deferred rent liabilities in other current liabilities or other long-term obligations, as appropriate, on our balance sheets. We record landlord cash incentives as operating activity on our statements of cash flows. We record other landlord allowances as non-cash investing and financing activities on our statements of cash flows. We classify the amortization of landlord allowances as a reduction of occupancy expense in our statements of operations.

Capitalization of Interest Expense

We capitalize interest on capital projects, including facilities build-out projects and internal use computer software projects. Capitalization commences with the first expenditure for the project and continues until the project is substantially complete and ready for its intended use. We amortize capitalized interest to depreciation expense using the straight-line method over the same lives as the related assets. Capitalized interest was not significant for any period presented.

Foreign Currency

The functional currencies of our international operating subsidiaries are generally the local currencies. We translate the assets and liabilities of our foreign subsidiaries at the exchange rates in effect on the balance sheet date. We translate their revenue, costs and expenses at the average rates of exchange in effect during the period. We include translation gains and losses in the stockholders' equity section of our balance sheets. We include net gains and losses resulting from foreign exchange transactions in interest and other income in our statements of operations. Translation gains and losses and transaction gains and losses were not significant for any period presented.

Income Taxes

We estimate our income taxes based on the various jurisdictions where we conduct business. Significant judgment is required in determining our worldwide income tax provision. We estimate our current tax liability and assess temporary differences that result from differing treatments of certain items for tax and accounting purposes. These differences result in deferred tax assets and liabilities, which we show on our balance sheet. We must then assess the likelihood that our deferred tax assets will be realized. To the extent we believe that realization is not likely, we establish a valuation allowance. When we establish a valuation allowance or increase this allowance in an accounting period, we record a corresponding income tax expense in our statement of operations.

We review the need for a valuation allowance to reflect uncertainties about whether we will be able to utilize some of our deferred tax assets before they expire. The valuation allowance analysis is based on our estimates of taxable income for the jurisdictions in which we operate and the periods over which our deferred tax assets will be realizable. While we have considered future taxable income in assessing the need for a valuation allowance for the periods presented, we could be required to record a valuation allowance to take into account additional deferred tax assets that we may be unable to realize. An increase in the valuation allowance would have an adverse impact, which could be material, on our income tax provision and net income in the period in which we record the increase.

We recognize and measure benefits for uncertain tax positions using a two-step approach. The first step is to evaluate the tax position taken or expected to be taken in a tax return by determining if the weight of available evidence indicates that it is more likely than not that the tax position will be sustained upon audit, including resolution of any related appeals or litigation processes. For tax positions that are more likely than not of being sustained upon audit, the second step is to measure the tax benefit as the largest amount that is more than 50% likely of being realized upon settlement. Significant judgment is required to evaluate uncertain tax positions. We evaluate our uncertain tax positions on a quarterly basis. Our evaluations are based upon a number of factors, including changes in facts or circumstances, changes in tax law, correspondence with tax authorities during the course of audits and effective settlement of audit issues. Changes in the recognition or measurement of uncertain tax positions could result in material increases or decreases in our income tax expense in the period in which we make the change, which could have a material impact on our effective tax rate and operating results.

A description of our accounting policies associated with tax-related contingencies and valuation allowances assumed as part of a business combination is provided under *"Business Combinations"* below.

Computation of Net Income (Loss) Per Share

We compute basic net income or loss per share using the weighted average number of common shares outstanding during the period. We compute diluted net income per share using the weighted average number of common shares and dilutive potential common shares outstanding during the period. Dilutive potential common shares consist of the shares issuable upon the exercise of stock options and upon the vesting of restricted stock units (RSUs) under the treasury stock method.

We include stock options with combined exercise prices, unrecognized compensation expense and tax benefits that are less than the average market price for our common stock, and RSUs with combined unrecognized compensation expense and tax benefits that are less than the average market price for our common stock, in the calculation of diluted net income per share. We exclude stock options with combined exercise prices, unrecognized compensation expense and tax benefits that are greater than the average market price for our common stock, and RSUs with combined unrecognized compensation expense and tax benefits that are greater than the average market price for our common stock, from the calculation of diluted net income per share because their effect is anti-dilutive. Under the treasury stock method, the amount that must be paid to exercise stock options, the amount of compensation expense for future service that we have not yet recognized for stock options and RSUs, and the amount of tax benefits that will be recorded in additional paid-in capital when the awards become deductible are assumed to be used to repurchase shares.

Beginning in July 2012, all of the RSUs we grant have dividend rights. Since the dividend rights are subject to the same vesting requirements as the underlying equity awards they are considered a contingent transfer of value. Consequently, the RSUs are not considered participating securities and we do not present them separately in earnings per share.

The following table presents the composition of shares used in the computation of basic and diluted net income per share for the periods indicated.

(In millions, except per share amounts)	Twelve Months Ended July 31, 2013	2012	2011
Numerator:			
Net income from continuing operations	$ 823	$ 764	$ 688
Net income (loss) from discontinued operations	35	28	(54)
Net income	$ 858	$ 792	$ 634
Denominator:			
Shares used in basic per share amounts:			
Weighted average common shares outstanding	297	296	307
Shares used in diluted per share amounts:			
Weighted average common shares outstanding	297	296	307
Dilutive common equivalent shares from stock options and restricted stock awards	6	9	10
Dilutive weighted average common shares outstanding	303	305	317
Basic and diluted net income per share:			
Basic net income per share from continuing operations	$ 2.78	$ 2.58	$ 2.24
Basic net income (loss) per share from discontinued operations	0.11	0.09	(0.18)
Basic net income per share	$ 2.89	$ 2.67	$ 2.06
Diluted net income per share from continuing operations	$ 2.72	$ 2.51	$ 2.17
Diluted net income (loss) per share from discontinued operations	0.11	0.09	(0.17)
Diluted net income per share	$ 2.83	$ 2.60	$ 2.00
Weighted average stock options and restricted stock units excluded from calculation due to anti-dilutive effect	3	3	—

Cash Equivalents and Investments

We consider highly liquid investments with maturities of three months or less at the date of purchase to be cash equivalents. Cash equivalents consist primarily of AAA-rated money market funds in all periods presented. Investments consist of available-for-sale investment-grade debt securities that we carry at fair value. Long-term investments consist of municipal auction rate securities and an available-for-sale corporate equity investment that we carry at fair value. Due to a decrease in liquidity in the global credit markets, we estimate the fair values of the municipal auction rate securities based on a discounted cash flow model that we prepare. See Note 2, *"Fair Value Measurements,"* for more information. Except for direct obligations of the United States government, securities issued by agencies of the United States government, and money market funds, we diversify our investments by limiting our holdings with any individual issuer.

We use the specific identification method to compute gains and losses on investments. We record unrealized gains and losses on investments, net of tax, in accumulated other comprehensive income in the stockholders' equity section of our balance sheets and reflect unrealized gain and loss activity in other comprehensive income on our statement of comprehensive income. We generally classify available-for-sale debt securities as current assets based upon our ability and intent to use any and all of these securities as necessary to satisfy the significant short-term liquidity requirements that may arise from the highly seasonal nature of our businesses. Because of our significant business seasonality, stock repurchase programs, and acquisition opportunities, cash flow requirements may fluctuate dramatically from quarter to quarter and require us to use a significant amount of the investments we hold as available-for-sale securities.

Accounts Receivable and Allowances for Doubtful Accounts

Accounts receivable are recorded at the invoiced amount and are not interest bearing. We maintain an allowance for doubtful accounts to reserve for potentially uncollectible receivables. We review our accounts receivable by aging category to identify significant customers or invoices with known disputes or collectibility issues. For those invoices not specifically identified as uncollectible, we provide an allowance based on the age of the receivable. In determining the amount of the allowance, we

make judgments about the creditworthiness of significant customers based on ongoing credit evaluations. We also consider our historical level of credit losses and current economic trends that might impact the level of future credit losses. When we determine that amounts are uncollectible we write them off against the allowance.

Funds Held for Customers and Customer Fund Deposits

Funds held for customers represent cash held on behalf of our customers that is invested in cash and cash equivalents and investment grade available-for-sale debt securities. Customer fund deposits consist of amounts we owe on behalf of our customers, such as direct deposit payroll funds and payroll taxes.

Property and Equipment

Property and equipment is stated at cost, net of accumulated depreciation. We calculate depreciation using the straight-line method over the estimated useful lives of the assets, which range from two to 30 years. We amortize leasehold improvements using the straight-line method over the lesser of their estimated useful lives or remaining lease terms. We include the amortization of assets that are recorded under capital leases in depreciation expense.

Business Combinations

The acquisition method of accounting for business combinations requires us to use significant estimates and assumptions, including fair value estimates, as of the business combination date and to refine those estimates as necessary during the measurement period (defined as the period, not to exceed one year, in which we may adjust the provisional amounts recognized for a business combination).

Under the acquisition method of accounting we recognize separately from goodwill the identifiable assets acquired, the liabilities assumed, and any noncontrolling interests in an acquiree, generally at the acquisition date fair value. We measure goodwill as of the acquisition date as the excess of consideration transferred, which we also measure at fair value, over the net of the acquisition date amounts of the identifiable assets acquired and liabilities assumed. Costs that we incur to complete the business combination such as investment banking, legal and other professional fees are not considered part of consideration and we charge them to general and administrative expense as they are incurred. Under the acquisition method we also account for acquired company restructuring activities that we initiate separately from the business combination.

Should the initial accounting for a business combination be incomplete by the end of a reporting period that falls within the measurement period, we report provisional amounts in our financial statements. During the measurement period, we adjust the provisional amounts recognized at the acquisition date to reflect new information obtained about facts and circumstances that existed as of the acquisition date that, if known, would have affected the measurement of the amounts recognized as of that date and we record those adjustments to our financial statements. We apply those measurement period adjustments that we determine to be significant retrospectively to comparative information in our financial statements, including adjustments to depreciation and amortization expense.

Under the acquisition method of accounting for business combinations, if we identify changes to acquired deferred tax asset valuation allowances or liabilities related to uncertain tax positions during the measurement period and they relate to new information obtained about facts and circumstances that existed as of the acquisition date, those changes are considered a measurement period adjustment and we record the offset to goodwill. We record all other changes to deferred tax asset valuation allowances and liabilities related to uncertain tax positions in current period income tax expense. This accounting applies to all of our acquisitions regardless of acquisition date.

Goodwill, Acquired Intangible Assets and Other Long-Lived Assets

Goodwill

We record goodwill when the fair value of consideration transferred in a business combination exceeds the fair value of the identifiable assets acquired and liabilities assumed. Goodwill and other intangible assets that have indefinite useful lives are not amortized, but we test them for impairment annually during our fourth fiscal quarter and whenever an event or change in circumstances indicates that the carrying value of the asset may not be recoverable.

For goodwill, we perform a two-step impairment test. In the first step, we compare the fair value of each reporting unit to its carrying value. In accordance with authoritative guidance, we define fair value as the price that would be received from the sale of an asset or paid to transfer a liability in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. We consider and use all valuation methods that are appropriate in estimating the fair value of our reporting units and generally use a weighted combination of income and market approaches. Under the income approach, we estimate the fair value of each reporting unit based on the present value of future

cash flows. We use a number of assumptions in our discounted cash flow model, including market factors specific to the business, the amount and timing of estimated future cash flows to be generated by the business over an extended period of time, long-term growth rates for the business, and a rate of return that considers the relative risk of achieving the cash flows and the time value of money. Under the market approach, we estimate the fair value of each reporting unit based on market multiples of revenue, operating income, and earnings for comparable publicly traded companies engaged in similar businesses. If the estimated fair value of the reporting unit exceeds the carrying value of the net assets assigned to that unit, goodwill is not impaired and no further analysis is required.

If the carrying value of the net assets assigned to a reporting unit exceeds the estimated fair value of the unit, we perform the second step of the impairment test. In this step we allocate the fair value of the reporting unit calculated in step one to all of the assets and liabilities of that unit, as if we had just acquired the reporting unit in a business combination. The excess of the fair value of the reporting unit over the total amount allocated to the assets and liabilities represents the implied fair value of goodwill. If the carrying value of a reporting unit's goodwill exceeds its implied fair value, we would record an impairment loss equal to the difference. See Note 2, *"Fair Value Measurements - Assets and Liabilities Measured at Fair Value on a Non-Recurring Basis,"* for a discussion of the goodwill impairment charges that we recorded for the twelve months ended July 31, 2011 and July 31, 2013.

Acquired Intangible Assets and Other Long-Lived Assets

We generally record acquired intangible assets that have finite useful lives, such as acquired technology, in connection with business combinations. We amortize the cost of acquired intangible assets on a straight-line basis over their estimated useful lives, which range from one to nine years. We review intangible assets that have finite useful lives and other long-lived assets whenever an event or change in circumstances indicates that the carrying value of the asset may not be recoverable. We estimate the recoverability of these assets by comparing the carrying amount of the asset to the future undiscounted cash flows that we expect the asset to generate. We estimate the fair value of assets that have finite useful lives based on the present value of future cash flows for those assets. If the carrying value of an asset with a finite life exceeds its estimated fair value, we would record an impairment loss equal to the difference. See Note 2, *"Fair Value Measurements - Assets and Liabilities Measured at Fair Value on a Non-Recurring Basis,"* for a discussion of the acquired intangible asset impairment charges that we recorded for the twelve months ended July 31, 2011 and July 31, 2013.

Share-Based Compensation Plans

We estimate the fair value of stock options granted using a lattice binomial model and a multiple option award approach. We use historical data to estimate pre-vesting option forfeitures and record share-based compensation expense only for those awards that are expected to vest. We amortize the fair value of stock options on a straight-line basis over the requisite service periods of the awards, which are generally the vesting periods.

Restricted stock units (RSUs) granted typically vest based on continued service. We value these time-based RSUs at the date of grant using the intrinsic value method, adjusted for estimated forfeitures. We amortize the fair value of time-based RSUs on a straight-line basis adjusted for estimated forfeitures over the service period. Certain RSUs granted to senior management vest based on the achievement of pre-established performance or market goals. We estimate the fair value of performance-based RSUs at the date of grant using the intrinsic value method and the probability that the specified performance criteria would be met, adjusted for estimated forfeitures. Each quarter we update our assessment of the probability that the specified performance criteria will be achieved and adjust our estimate of the fair value of the performance-based RSUs if necessary. We amortize the fair values of performance-based RSUs over the requisite service period adjusted for estimated forfeitures for each separately vesting tranche of the award. We estimate the fair value of market-based RSUs at the date of grant using a Monte Carlo valuation methodology and amortize those fair values over the requisite service period adjusted for estimated forfeitures for each separately vesting tranche of the award. The Monte Carlo methodology that we use to estimate the fair value of market-based RSUs at the date of grant incorporates into the valuation the possibility that the market condition may not be satisfied. Provided that the requisite service is rendered, the total fair value of the market-based RSUs at the date of grant must be recognized as compensation expense even if the market condition is not achieved. However, the number of shares that ultimately vest can vary significantly with the performance of the specified market criteria. Beginning in July 2012 all of the RSUs we grant have dividend rights that are subject to the same vesting requirements as the underlying equity awards, so we do not adjust the intrinsic (market) value of our RSUs for dividends.

See Note 12, *"Stockholders' Equity,"* for a description of our share-based compensation plans and more information on the assumptions we use to calculate the fair value of share-based compensation.

Concentration of Credit Risk and Significant Customers and Suppliers

We operate in markets that are highly competitive and rapidly changing. Significant technological changes, shifting customer needs, the emergence of competitive products or services with new capabilities and other factors could negatively impact our operating results.

We are also subject to risks related to changes in the value of our significant balance of investments. Our portfolio of investments consists of investment-grade securities. Except for direct obligations of the United States government, securities issued by agencies of the United States government and money market funds, we diversify our investments by limiting our holdings with any individual issuer.

We sell a significant portion of our products through third-party retailers and distributors. As a result, we face risks related to the collectibility of our accounts receivable. To appropriately manage this risk, we perform ongoing evaluations of customer credit and limit the amount of credit extended as we deem appropriate, but generally do not require collateral. We maintain reserves for estimated credit losses and these losses have historically been within our expectations. However, since we cannot predict future changes in the financial stability of our customers, we cannot guarantee that our reserves will continue to be adequate. No customer accounted for 10% or more of total net revenue for the twelve months ended July 31, 2013, 2012 or 2011, nor did any customer account for 10% or more of total accounts receivable at July 31, 2013 or 2012.

We rely primarily on one third-party vendor to perform the manufacturing and distribution functions for our retail desktop software products. We also have a key single-source vendor that prints and fulfills orders for most of our financial supplies business. While we believe that relying on key vendors improves the efficiency and reliability of our business operations, relying on any one vendor for a significant aspect of our business can have a significant negative impact on our revenue and profitability if that vendor fails to perform at acceptable service levels for any reason, including financial difficulties of the vendor.

Recent Accounting Pronouncements

ASU 2013-02, "*Comprehensive Income (Topic 220)"*

In February 2013 the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2013-02, "*Comprehensive Income (Topic 220): Reporting of Amounts Reclassified Out of Accumulated Other Comprehensive Income."* This update amends Accounting Standards Codification (ASC) Topic 220, "*Comprehensive Income,"* to require reporting entities to provide information about the amounts reclassified from accumulated other comprehensive income by component. In addition, reporting entities will be required to present, either on the face of the statement of operations or in the footnotes to the financial statements, significant amounts reclassified from accumulated other comprehensive income by statement of operations line item. ASU 2013-02 is effective prospectively for reporting periods beginning after December 15, 2012, which means that it will be effective for our fiscal year beginning August 1, 2013. We do not believe that adoption of ASU 2013-02 will have a significant impact on our consolidated financial statements.

2. Fair Value Measurements

Fair Value Hierarchy

The authoritative guidance defines fair value as the price that would be received from the sale of an asset or paid to transfer a liability in an orderly transaction between market participants on the measurement date. When determining fair value, we consider the principal or most advantageous market for an asset or liability and assumptions that market participants would use when pricing the asset or liability. In addition, we consider and use all valuation methods that are appropriate in estimating the fair value of an asset or liability.

The authoritative guidance establishes a fair value hierarchy that is based on the extent and level of judgment used to estimate the fair value of assets and liabilities. In general, the authoritative guidance requires us to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. An asset or liability's categorization within the fair value hierarchy is based upon the lowest level of input that is significant to the measurement of its fair value. The three levels of input defined by the authoritative guidance are as follows:

- **Level 1** uses unadjusted quoted prices that are available in active markets for identical assets or liabilities.
- **Level 2** uses inputs other than quoted prices included in Level 1 that are either directly or indirectly observable through correlation with market data. These include quoted prices in active markets for similar assets or liabilities:

quoted prices for identical or similar assets or liabilities in markets that are not active; and inputs to valuation models or other pricing methodologies that do not require significant judgment because the inputs used in the model, such as interest rates and volatility, can be corroborated by readily observable market data for substantially the full term of the assets or liabilities.

- **Level 3** uses one or more unobservable inputs that are supported by little or no market activity and that are significant to the determination of fair value. Level 3 assets and liabilities include those whose fair values are determined using pricing models, discounted cash flow methodologies or similar valuation techniques and significant management judgment or estimation.

Assets and Liabilities Measured at Fair Value on a Recurring Basis

The following table summarizes financial assets and financial liabilities that we measured at fair value on a recurring basis at the dates indicated, classified in accordance with the fair value hierarchy described above.

	At July 31, 2013				At July 31, 2012			
(In millions)	Level 1	Level 2	Level 3	Total Fair Value	Level 1	Level 2	Level 3	Total Fair Value
Assets:								
Cash equivalents, primarily money market funds	$ 917	$ —	$ —	$ 917	$ 333	$ —	$ —	$ 333
Available-for-sale debt securities:								
Municipal bonds	—	489	—	489	—	260	—	260
Municipal auction rate securities	—	—	33	33	—	—	41	41
Corporate notes	—	269	—	269	—	142	—	142
U.S. agency securities	—	69	—	69	—	124	—	124
Available-for-sale corporate equity securities	33	—	—	33	33	—	—	33
Total available-for-sale securities	33	827	33	893	33	526	41	600
Total assets measured at fair value on a recurring basis	$ 950	$ 827	$ 33	$ 1,810	$ 366	$ 526	$ 41	$ 933
Liabilities:								
Senior notes (1)	$ —	$ 560	$ —	$ 560	$ —	$ 582	$ —	$ 582

(1) Carrying value on our balance sheets at July 31, 2013 was $499 million and at July 31, 2012 was $499 million. See Note 10.

The following table summarizes our cash equivalents and available-for-sale debt and equity securities by balance sheet classification and level in the fair value hierarchy at the dates shown:

	At July 31, 2013				At July 31, 2012			
(In millions)	Level 1	Level 2	Level 3	Total Fair Value	Level 1	Level 2	Level 3	Total Fair Value
Cash equivalents:								
In cash and cash equivalents	$ 857	$ —	$ —	$ 857	$ 219	$ —	$ —	$ 219
In funds held for customers	60	—	—	60	114	—	—	114
Total cash and cash equivalents	$ 917	$ —	$ —	$ 917	$ 333	$ —	$ —	$ 333
Available-for-sale securities:								
In investments	$ —	$ 652	$ —	$ 652	$ —	$ 351	$ —	$ 351
In funds held for customers	—	175	—	175	—	175	—	175
In long-term investments	33	—	33	66	33	—	41	74
Total available-for-sale securities	$ 33	$ 827	$ 33	$ 893	$ 33	$ 526	$ 41	$ 600

We value our Level 1 assets, consisting primarily of money market funds, using quoted prices in active markets for identical instruments. Financial assets whose fair values we measure on a recurring basis using Level 2 inputs consist of municipal bonds, corporate notes and U.S. agency securities. We measure the fair values of these assets with the help of a pricing service that either provides quoted market prices in active markets for identical or similar securities or uses observable inputs for their pricing without applying significant adjustments. Our fair value processes include controls that are designed to ensure that we record appropriate fair values for our Level 2 investments. These controls include comparison to pricing provided by a secondary pricing service or investment manager, validation of pricing sources and models, review of key model inputs, analysis of period-over-period price fluctuations, and independent recalculation of prices where appropriate.

Financial liabilities whose fair values we measure using Level 2 inputs consist of debt. See Note 10, *"Long-Term Obligations and Commitments,"* for more information. We measure the fair value of our senior notes based on their trading prices and the interest rates we could obtain for other borrowings with similar terms.

Financial assets whose fair values we measure using significant unobservable (Level 3) inputs consist of municipal auction rate securities that are no longer liquid. There were no transfers between Level 1, Level 2, and Level 3 of the fair value hierarchy during the twelve months ended July 31, 2013, 2012 or 2011.

The following table presents a reconciliation of activity for our Level 3 assets for the periods shown.

(In millions)	**Municipal Auction Rate Securities**
Balance at July 31, 2010	$ 87
Redemptions at par	(28)
Balance at July 31, 2011	59
Redemptions at par	(18)
Balance at July 31, 2012	41
Redemptions at par	(8)
Balance at July 31, 2013	$ 33

We estimated the fair values of these municipal auction rate securities at each balance sheet date above using a discounted cash flow model whose key inputs included the projected future interest rates; the likely timing of principal repayments; publicly available pricing data for recently issued student loan backed securities that are not subject to auctions; and the impact of the reduced liquidity for auction rate securities. Any significant changes in the inputs to the model may have a significant impact on the estimated fair values of these securities.

Using our discounted cash flow model we determined that the fair values of the municipal auction rate securities we held at July 31, 2013, 2012 and 2011 were approximately equal to their par values. As a result, we recorded no decrease in the fair values of those securities for the twelve months then ended. These securities were included in long-term investments on our balance sheets at July 31, 2013 and 2012 based on the maturities of the underlying securities at those dates. We do not intend to sell our municipal auction rate securities and it is not more likely than not that we will be required to sell them before recovery at par, which may be at maturity. Based on our expected operating cash flows and our other sources of cash, we do not believe that the reduction in liquidity of our municipal auction rate securities will have a material impact on our overall ability to meet our liquidity needs.

Assets and Liabilities Measured at Fair Value on a Non-Recurring Basis

Assets measured at fair value on a non-recurring basis include reporting units measured at fair value in a goodwill impairment test. Estimates of fair value for reporting units fall under Level 3 of the fair value hierarchy.

During the fourth quarters of fiscal 2013 and 2012 we performed our annual goodwill impairment tests. Using the methodology described in Note 1, we determined that the estimated fair values of all of our reporting units exceeded their carrying values and that they were not impaired.

During the fourth quarter of fiscal 2011 we performed our annual goodwill impairment test in conjunction with our annual planning and budgeting process. In step one of the test we compared the estimated fair values of each of our reporting units to their carrying values. We used a weighted combination of a discounted cash flow model (income approach) and comparisons to publicly traded companies engaged in similar businesses (market approach) to estimate the fair value of each of our reporting units. We determined that the estimated fair values of all of our reporting units except Intuit Health exceeded their carrying values and that they were not impaired. The estimated fair value of our Intuit Health reporting unit, which at the time was part of our Other Businesses segment, fell below its carrying value of $75 million. As a result, we completed step two of the test by allocating the fair value of that reporting unit calculated in step one of the test to all of the assets and liabilities of the unit, as if we had just acquired it in a business combination. In comparing the residual goodwill resulting from this calculation to the carrying value of the goodwill, we determined that the goodwill and acquired intangible assets for our Intuit Health reporting unit were impaired. All of the goodwill and acquired intangible assets associated with our Intuit Health reporting unit were derived from our fiscal 2010 acquisition of Medfusion, Inc. Circumstances that negatively affected our estimate of the fair value of the Intuit Health reporting unit included unforeseen delays in developing high quality, timely offerings and marketing them effectively. We recorded a goodwill and intangible asset impairment charge of approximately $30 million for our Intuit Health reporting unit in the fourth quarter of fiscal 2011. This consisted of a goodwill impairment charge of approximately $24 million and an acquired intangible asset impairment charge of approximately $6 million.

In March 2013 the largest customer for our Intuit Health business acquired a company that offers similar solutions and competes with us directly in that market space. As a result, we performed an interim impairment test of goodwill and acquired intangible assets during the third quarter of fiscal 2013. We concluded that the carrying amounts of goodwill and certain definite-lived acquired intangible assets associated with our Intuit Health business were impaired and recorded an impairment charge of $46 million that reduced the carrying value of those assets to zero. For goodwill, the amount of the impairment charge was determined by comparing the carrying value of goodwill assigned to the reporting unit with the implied fair value of the goodwill. We used a weighted combination of a discounted cash flow model (income approach) and comparisons to publicly traded companies engaged in similar businesses (market approach) to estimate the fair value of our Intuit Health reporting unit. Key assumptions that we used in the income approach included the amount and timing of estimated future cash flows to be generated by the business over an extended period of time, long-term growth rates for the business, and a rate of return that considered the relative risk of achieving the cash flows and the time value of money. For the market approach, we estimated the fair value of the reporting unit based on market multiples of revenue, operating income, and earnings for comparable publicly traded companies engaged in similar businesses. For those acquired intangible assets where the unamortized balances exceeded the undiscounted future net cash flows, we measured the amount of the impairment by calculating the amount by which the carrying values exceeded the estimated fair values, which were based on projected discounted future net cash flows. We believe that the assumptions used to determine the impairment amounts for the goodwill and acquired intangible assets for this business unit are reasonable. In the fourth quarter of fiscal 2013 management approved a plan to sell our Intuit Health business, which was part of our Other Businesses segment, and we accounted for it as discontinued operations starting in that quarter. On August 19, 2013 we completed the sale for cash consideration that was not significant.

3. Cash and Cash Equivalents, Investments and Funds Held for Customers

The following table summarizes our cash and cash equivalents, investments and funds held for customers by balance sheet classification at the dates indicated.

	July 31, 2013		July 31, 2012	
(In millions)	**Amortized Cost**	**Fair Value**	**Amortized Cost**	**Fair Value**
Classification on balance sheets:				
Cash and cash equivalents	$ 1,009	$ 1,009	$ 393	$ 393
Investments	653	652	350	351
Funds held for customers	235	235	289	290
Long-term investments	54	83	47	75
Total cash and cash equivalents, investments and funds held for customers	$ 1,951	$ 1,979	$ 1,079	$ 1,109

The following table summarizes our cash and cash equivalents, investments and funds held for customers by investment category at the dates indicated. See Note 2 for more information on our municipal auction rate securities.

	July 31, 2013		July 31, 2012	
(In millions)	Amortized Cost	Fair Value	Amortized Cost	Fair Value
Type of issue:				
Total cash and cash equivalents	$ 1,069	$ 1,069	$ 508	$ 508
Available-for-sale debt securities:				
Municipal bonds	489	489	259	260
Municipal auction rate securities	33	33	41	41
Corporate notes	269	269	141	142
U.S. agency securities	69	69	124	124
Total available-for-sale debt securities	860	860	565	567
Available-for-sale corporate equity securities	5	33	5	33
Other long-term investments	17	17	1	1
Total cash and cash equivalents, investments and funds held for customers	$ 1,951	$ 1,979	$ 1,079	$ 1,109

We include realized gains and losses on our available-for-sale debt securities in interest and other income, net in our statements of operations. Gross realized gains and losses on our available-for-sale debt securities for the twelve months ended July 31, 2013, 2012 and 2011 were not significant.

We accumulate unrealized gains and losses on our available-for-sale debt securities, net of tax, in accumulated other comprehensive income in the stockholders' equity section of our balance sheets. Gross unrealized gains and losses on our available-for-sale debt securities at July 31, 2013 and July 31, 2012 were not significant. The gross unrealized gain on our available-for-sale equity security, which we classify as a long-term investment based on our intention to hold it for more than twelve months, was approximately $28 million at July 31, 2013. See Note 6, *"Accumulated Other Comprehensive Income,"* for more information.

We periodically review our investment portfolios to determine if any investment is other-than-temporarily impaired due to changes in credit risk or other potential valuation concerns. We believe that the investments that we held at July 31, 2013 were not other-than-temporarily impaired. Unrealized losses at July 31, 2013 were not significant and are due to changes in interest rates, including market credit spreads, and not due to increased credit risks associated with specific securities. We do not intend to sell these investments and it is not more likely than not that we will be required to sell them before recovery at par, which may be at maturity.

The following table summarizes our available-for-sale debt securities classified by the stated maturity date of the security at the dates indicated.

	July 31, 2013		July 31, 2012	
(In millions)	Amortized Cost	Fair Value	Amortized Cost	Fair Value
Due within one year	$ 234	$ 235	$ 218	$ 218
Due within two years	245	245	134	135
Due within three years	211	210	131	132
Due after three years	170	170	82	82
Total available-for-sale debt securities	$ 860	$ 860	$ 565	$ 567

Available-for-sale debt securities due after three years in the table above include our municipal auction rate securities. See Note 2, *"Fair Value Measurements,"* for more information. All of the remaining securities in that category had effective maturities of three years or less due to interest reset dates or mandatory call dates.

4. Property and Equipment

Property and equipment consisted of the following at the dates indicated:

(Dollars in millions)	Life in Years	July 31, 2013	July 31, 2012
Equipment	3-5	$ 388	$ 370
Computer software	3-6	489	466
Furniture and fixtures	5	72	59
Leasehold improvements	2-16	262	213
Land	NA	6	17
Buildings	5-30	191	191
Capital in progress	NA	92	79
		1,500	1,395
Less accumulated depreciation and amortization		(945)	(852)
Total property and equipment, net		$ 555	$ 543

NA = Not Applicable

Capital in progress at July 31, 2013 and July 31, 2012 consisted primarily of costs related to internal use software projects and land that we have purchased adjacent to our headquarters campus in Mountain View, California that contains buildings that we plan to demolish and reconstruct. As discussed in Note 1, *"Description of Business and Summary of Significant Accounting Policies – Internal Use Software,"* we capitalize costs related to the development of computer software for internal use. We capitalized internal use software costs totaling $66 million for the twelve months ended July 31, 2013; $51 million for the twelve months ended July 31, 2012; and $99 million for the twelve months ended July 31, 2011. These amounts included capitalized labor costs of $56 million, $30 million and $35 million. Costs related to internal use software projects are included in the capital in progress category of property and equipment until project completion, at which time they are transferred to the computer software category.

5. Goodwill and Acquired Intangible Assets

We have reclassified our balance sheets to reflect the net assets of Intuit Financial Services as discontinued operations for all periods presented. Consequently, the goodwill and intangible assets of IFS are not included in the tables below. Because the net assets of our Intuit Websites and Intuit Health discontinued operations were not material for any period presented, we have not reclassified our balance sheets to reflect them as discontinued operations. Consequently, balances and activity relating to the goodwill and intangible assets of those businesses are included in the tables below. See Note 8, *"Discontinued Operations,"* for more information.

Goodwill

Changes in the carrying value of goodwill by reportable segment during the twelve months ended July 31, 2013 and July 31, 2012 were as shown in the following table. Our reportable segments are described in Note 15, *"Segment Information."*

(In millions)	Balance July 31, 2011	Goodwill Acquired/ Adjusted	Balance July 31, 2012	Goodwill Acquired/ Adjusted	Goodwill Impairment Charges	Balance July 31, 2013
Financial Management Solutions	$ 151	$ 316	$ 467	$ (2)	—	$ 465
Employee Management Solutions	271	—	271	—	—	271
Payment Solutions	182	9	191	—	—	191
Consumer Tax	30	—	30	—	—	30
Accounting Professionals	90	—	90	—	—	90
Other Businesses	236	1	237	—	(38)	199
Totals	$ 960	$ 326	$ 1,286	$ (2)	$ (38)	$ 1,246

We had no accumulated goodwill impairment losses for our continuing operations at July 31, 2011. See Note 2, "*Fair Value Measurements – Assets and Liabilities Measured at Fair Value on a Non-Recurring Basis,"* for a description of the goodwill impairment charges we recorded in fiscal 2013 and fiscal 2011 for our Intuit Health reporting unit, which was part of our Other Businesses segment before becoming discontinued operations in the fourth quarter of fiscal 2013. The increase in goodwill in our Financial Management Solutions segment during the twelve months ended July 31, 2012 was due to the acquisition of Demandforce, Inc. See Note 7, "*Business Combinations,"* for more information.

Acquired Intangible Assets

The following table shows the cost, accumulated amortization and weighted average life in years for our acquired intangible assets at the dates indicated.

(Dollars in millions)	Customer Lists	Purchased Technology	Trade Names and Logos	Covenants Not to Compete or Sue	Total
At July 31, 2013:					
Cost	$ 306	$ 277	$ 32	$ 33	$ 648
Accumulated amortization	(249)	(207)	(20)	(23)	(499)
Acquired intangible assets, net	$ 57	$ 70	$ 12	$ 10	$ 149
Weighted average life in years	7	6	6	9	7
At July 31, 2012:					
Cost	$ 345	$ 304	$ 33	$ 33	$ 715
Accumulated amortization	(255)	(214)	(18)	(21)	(508)
Acquired intangible assets, net	$ 90	$ 90	$ 15	$ 12	$ 207
Weighted average life in years	6	6	6	8	7

The following table shows the expected future amortization expense for our acquired intangible assets at July 31, 2013. Amortization of purchased technology is charged to cost of service and other revenue and to amortization of acquired technology in our statements of operations. Amortization of other acquired intangible assets such as customer lists is charged to amortization of other acquired intangible assets in our statements of operations. If impairment events occur, they could accelerate the timing of acquired intangible asset charges.

(In millions)	Expected Future Amortization Expense
Twelve months ending July 31,	
2014	$ 43
2015	39
2016	28
2017	19
2018	13
Thereafter	7
Total expected future amortization expense	$ 149

6. Accumulated Other Comprehensive Income

Comprehensive income consists of two elements, net income and other comprehensive income. Other comprehensive income items are recorded in the stockholders' equity section of our balance sheets and excluded from net income. Our other comprehensive income consists of unrealized gains and losses on marketable debt and equity securities classified as available-for-sale and foreign currency translation adjustments for subsidiaries with functional currencies other than the U.S. dollar.

The following table shows the components of accumulated other comprehensive income, net of income taxes, in the stockholders' equity section of our balance sheets at the dates indicated.

	July 31,	
(In millions)	2013	2012
Unrealized gains on available-for-sale debt securities	$ —	$ 1
Unrealized gains on available-for-sale equity securities	18	18
Foreign currency translation adjustments	2	6
Total accumulated other comprehensive income	$ 20	$ 25

7. Business Combinations

Demandforce, Inc.

On May 18, 2012 we acquired all of the outstanding equity interests of Demandforce, Inc. for total cash and other consideration of approximately $449 million. The $449 million included approximately $44 million for the fair value of assumed equity awards that is being charged to expense over service periods of up to four years. Demandforce is a provider of online marketing and customer communication solutions for small businesses and became part of our Financial Management Solutions segment. We acquired Demandforce to expand our online small business offerings in support of our connected services strategy. We have included the results of operations for Demandforce in our consolidated results of operations from the date of acquisition. Their results of operations for periods prior to the date of acquisition were not material when compared with our consolidated results of operations.

Under the acquisition method of accounting we allocated the fair value of the total consideration transferred to the tangible and identifiable intangible assets acquired and liabilities assumed based on their estimated fair values on the date of acquisition. The fair values assigned to the identifiable intangible assets acquired were based on estimates and assumptions determined by management. We recorded the excess of consideration over the aggregate fair values as goodwill. Using information available at the time the acquisition closed, we allocated approximately $4 million of the consideration to net tangible liabilities and approximately $93 million of the consideration to identified intangible assets. We recorded the excess consideration of approximately $316 million as goodwill, none of which is deductible for income tax purposes. The identified intangible assets are being amortized over a weighted average life of six years.

8. Discontinued Operations

Intuit Financial Services

On July 1, 2013 we signed a definitive agreement to sell our Intuit Financial Services (IFS) business and on August 1, 2013 we completed the sale for approximately $1.025 billion in cash. We expect to record a pre-tax gain on disposal of approximately $49 million in the first quarter of fiscal 2014. The decision to sell the IFS business was a result of management's desire to focus resources on our offerings for small businesses, consumers, and accounting professionals. The IFS business comprised substantially all of our former Financial Services reporting segment.

We determined that our IFS business became a long-lived asset held for sale in the fourth quarter of fiscal 2013. A long-lived asset classified as held for sale is measured at the lower of its carrying amount or fair value less cost to sell. Since the carrying value of IFS at July 31, 2013 was less than the estimated fair value less cost to sell, no adjustment to the carrying value of this long-lived asset was necessary at that date.

We also classified our IFS business as discontinued operations in the fourth quarter of fiscal 2013 and have therefore segregated its operating results and net assets from continuing operations in our statements of operations and on our balance sheets for all periods presented. Because operating cash flows from the IFS business were not material for any period presented, we have not segregated them from continuing operations on our statements of cash flows.

See the table later in this Note for more information on the IFS operating results. The carrying amounts of the major classes of assets and liabilities of IFS at July 31, 2013 and July 31, 2012 were as shown in the following table. These carrying amounts approximated fair value.

(In millions)	July 31, 2013	July 31, 2012
Accounts receivable	$ 40	$ 41
Other current assets	4	5
Property and equipment, net	31	24
Goodwill	914	914
Purchased intangible assets, net	4	6
Other assets	6	12
Total assets	999	1,002
Accounts payable	15	18
Accrued compensation	21	17
Deferred revenue	3	4
Long-term obligations	9	10
Total liabilities	48	49
Net assets	$ 951	$ 953

Intuit Health

In July 2013 management having the authority to do so formally approved a plan to sell our Intuit Health business and on August 19, 2013 we completed the sale for cash consideration that was not significant. Intuit Health was part of our Other Businesses reporting segment. The decision to sell the Intuit Health business was a result of management's desire to focus resources on its offerings for small businesses, consumers, and accounting professionals.

We determined that our Intuit Health business became a long-lived asset held for sale in the fourth quarter of fiscal 2013. A long-lived asset classified as held for sale is measured at the lower of its carrying amount or fair value less cost to sell. Since the carrying value of Intuit Health at July 31, 2013 was less than the estimated fair value less cost to sell, no adjustment to the carrying value of this long-lived asset was necessary at that date.

We also classified our Intuit Health business as discontinued operations in the fourth quarter of fiscal 2013 and have segregated its operating results in our statements of operations for all periods presented. See the table later in this Note for more information. We have not segregated the net assets of Intuit Health on our balance sheets for any period presented. Net assets held for sale at July 31, 2013 consisted primarily of operating assets and liabilities that were not material. Net assets held for sale at July 31, 2012 consisted primarily of goodwill of $38 million, intangible assets of $9 million, and operating assets and liabilities that were not material. Because operating cash flows from the Intuit Health business were also not material for any period presented, we have not segregated them from continuing operations on our statements of cash flows.

Intuit Websites

In July 2012 management having the authority to do so formally approved a plan to sell our Intuit Websites business, which was a component of our Financial Management Solutions reporting segment. The decision was the result of a shift in our strategy for helping small businesses to establish an online presence. On August 10, 2012 we signed a definitive agreement to sell our Intuit Websites business and on September 17, 2012 we completed the sale for approximately $60 million in cash. We recorded a gain on disposal of approximately $32 million, net of income taxes.

We determined that our Intuit Websites business became a long-lived asset held for sale in the fourth quarter of fiscal 2012. A long-lived asset classified as held for sale is measured at the lower of its carrying amount or fair value less cost to sell. Since the carrying value of Intuit Websites at July 31, 2012 was less than the estimated fair value less cost to sell, no adjustment to the carrying value of this long-lived asset was necessary at that date.

We also classified our Intuit Websites business as discontinued operations in the fourth quarter of fiscal 2012 and have segregated its operating results in our statements of operations for all periods presented. See the table later in this Note for more information. Net assets held for sale at July 31, 2012 consisted primarily of operating assets and liabilities that were not material, so we have not segregated them on our balance sheets. Because operating cash flows from the Intuit Websites

business were also not material for any period presented, we have not segregated them from continuing operations on our statements of cash flows.

Net Income (Loss) from Discontinued Operations

Net revenue from discontinued operations, income or loss from discontinued operations before income taxes, and the components of net income (loss) from discontinued operations were as follows for the periods indicated:

	Twelve Months Ended July 31,		
(In millions)	2013	2012	2011
Net revenue from discontinued operations:			
Intuit Financial Services	$ 325	$ 326	$ 311
Intuit Health	16	18	12
Intuit Websites	10	76	79
Total net revenue from discontinued operations	$ 351	$ 420	$ 402
Income (loss) from discontinued operations before income taxes:			
Intuit Financial Services	$ 52	$ 41	$ 21
Intuit Health	(71)	(29)	(67)
Intuit Websites	—	(18)	(30)
Total loss from discontinued operations before income taxes	$ (19)	$ (6)	$ (76)
Net income (loss) from discontinued operations:			
Net income from Intuit Financial Services operations	$ 34	$ 23	$ 14
Net gain on disposal of Intuit Financial Services discontinued operations	8	—	—
Net loss from Intuit Health operations	(57)	(20)	(50)
Net gain on disposal of Intuit Health discontinued operations	18	—	—
Net loss from Intuit Websites operations	—	(11)	(18)
Net gain on disposal of Intuit Websites discontinued operations	32	36	—
Total net income (loss) from discontinued operations	$ 35	$ 28	$ (54)

The net gains on disposal of Intuit Financial Services and Intuit Health for the twelve months ended July 31, 2013 and of Intuit Websites for the twelve months ended July 31, 2012 were comprised of tax benefits from the anticipated sales of those businesses. See Note 11, *"Income Taxes,"* for more information.

9. Current Liabilities

Unsecured Revolving Credit Facility

On February 17, 2012 we entered into an agreement with certain institutional lenders for a $500 million unsecured revolving credit facility that will expire on February 17, 2017. Advances under the credit facility will accrue interest at rates that are equal to, at our election, either JP Morgan's alternate base rate plus a margin that ranges from 0.0% to 0.5% or the London InterBank Offered Rate (LIBOR) plus a margin that ranges from 0.9% to 1.5%. Actual margins under either election will be based on our senior debt credit ratings. The agreement includes customary affirmative and negative covenants, including financial covenants that require us to maintain a ratio of total debt to annual earnings before interest, taxes, depreciation and amortization (EBITDA) of not greater than 3.25 to 1.00 as of any date and a ratio of annual EBITDA to interest payable of not less than 3.00 to 1.00 as of the last day of each fiscal quarter. We remained in compliance with these covenants at all times during the quarter ended July 31, 2013. We may use amounts borrowed under this credit facility for general corporate purposes, including future acquisitions. To date we have not borrowed under this credit facility.

Other Current Liabilities

Other current liabilities were as follows at the dates indicated:

(In millions)	July 31, 2013	July 31, 2012
Reserve for product returns	$ 20	$ 19
Reserve for rebates	15	17
Current portion of license fee payable	10	10
Current portion of deferred rent	8	8
Interest payable	10	10
Executive deferred compensation plan liabilities	64	56
Other	27	24
Total other current liabilities	$ 154	$ 144

10. Long-Term Obligations and Commitments

Long-Term Debt

On March 12, 2007 we issued $500 million of 5.40% senior unsecured notes due on March 15, 2012 (the 2012 Notes) and $500 million of 5.75% senior unsecured notes due on March 15, 2017 (the 2017 Notes) (together, the Notes), for a total principal amount of $1 billion. We repaid the 2012 Notes when they became due using cash from operations. We carried the 2017 Notes at face value less the unamortized discount in long-term debt on our balance sheets at July 31, 2013 and July 31, 2012. The 2017 Notes are redeemable by Intuit at any time, subject to a make-whole premium, and include covenants that limit our ability to grant liens on our facilities and to enter into sale and leaseback transactions, subject to significant allowances. We paid $29 million in cash for interest on the Notes during the twelve months ended July 31, 2013 and $56 million during each of the twelve months ended July 31, 2012 and July 31, 2011.

Other Long-Term Obligations

Other long-term obligations were as follows at the dates indicated:

(In millions)	July 31, 2013	July 31, 2012
Total deferred rent	$ 55	$ 53
Total license fee payable	48	54
Long-term income tax liabilities	38	41
Long-term deferred revenue	32	32
Long-term deferred income tax liabilities	6	—
Other	7	5
Total long-term obligations	186	185
Less current portion (included in other current liabilities)	(19)	(19)
Long-term obligations due after one year	$ 167	$ 166

In May 2009 we entered into an agreement to license certain technology for $20 million in cash and $100 million payable over ten fiscal years. The total present value of the arrangement at inception was approximately $89 million. The total license fee payable in the table above includes imputed interest through the dates indicated.

Operating Lease Commitments and Unconditional Purchase Obligations

We lease office facilities and equipment under non-cancellable operating lease arrangements. Our facilities leases generally provide for periodic rent increases and many contain escalation clauses and renewal options. The leases for our corporate headquarters campus in Mountain View, California expire in 2024 and 2026, with options to extend the lease terms for an additional ten years at rates to be determined in accordance with the agreements.

In the ordinary course of business we enter into certain unconditional purchase obligations with our suppliers. These are agreements to purchase products and services that are enforceable, legally binding, and specify terms that include fixed or minimum quantities to be purchased; fixed, minimum or variable price provisions; and the approximate timing of the payments.

Annual minimum commitments under operating leases and purchase obligations at July 31, 2013 were as shown in the table below. The table excludes facilities leases and purchase obligations assumed by the purchasers of our Intuit Financial Services and Intuit Health businesses. We classified these businesses as discontinued operations at July 31, 2013 and sold them in August 2013.

(In millions)	Operating Lease Commitments	Purchase Obligations
Fiscal year ending July 31,		
2014	$ 63	$ 18
2015	58	18
2016	47	5
2017	45	1
2018	30	—
Thereafter	160	1
Total commitments	$ 403	$ 43

Rent expense for continuing operations totaled $53 million for the twelve months ended July 31, 2013, $47 million for the twelve months ended July 31, 2012, and $44 million for the twelve months ended July 31, 2011. Rent expense includes base contractual rent and contractual variable expenses such as building maintenance, utilities, property taxes and insurance.

11. Income Taxes

The provision for income taxes from continuing operations consisted of the following for the periods indicated:

	Twelve Months Ended July 31,		
(In millions)	2013	2012	2011
Current:			
Federal	$ 307	$ 363	$ 273
State	28	28	46
Foreign	5	2	5
Total current	340	393	324
Deferred:			
Federal	34	(23)	16
State	2	(4)	8
Foreign	11	8	6
Total deferred	47	(19)	30
Total provision for income taxes from continuing operations	$ 387	$ 374	$ 354

Excess tax benefits associated with share-based compensation deductions are credited to stockholders' equity. The reductions of income taxes payable resulting from share-based compensation deductions that were credited to stockholders' equity were approximately $69 million for the twelve months ended July 31, 2013, $71 million for the twelve months ended July 31, 2012, and $81 million for the twelve months ended July 31, 2011.

The sources of income from continuing operations before the provision for income taxes consisted of the following for the periods indicated:

	Twelve Months Ended July 31,		
(In millions)	**2013**	**2012**	**2011**
United States	$ 1,165	$ 1,096	$ 995
Foreign	45	42	47
Total	$ 1,210	$ 1,138	$ 1,042

Differences between income taxes calculated using the federal statutory income tax rate of 35% and the provision for income taxes from continuing operations were as follows for the periods indicated:

	Twelve Months Ended July 31,		
(In millions)	**2013**	**2012**	**2011**
Income from continuing operations before income taxes	$ 1,210	$ 1,138	$ 1,042
Statutory federal income tax	$ 424	$ 398	$ 365
State income tax, net of federal benefit	17	16	36
Federal research and experimentation credits	(24)	(8)	(23)
Domestic production activities deduction	(29)	(27)	(25)
Share-based compensation	7	8	6
Effects of non-U.S. operations	(2)	(5)	(4)
Other, net	(6)	(8)	(1)
Total provision for income taxes from continuing operations	$ 387	$ 374	$ 354

In January 2013 the American Taxpayer Relief Act of 2012 was signed into law. The Act includes a reinstatement of the federal research and experimentation credit through December 31, 2013 that was retroactive to January 1, 2012. We recorded a discrete tax benefit of approximately $8 million for the retroactive effect during the twelve months ended July 31, 2013.

In December 2010 the Tax Relief, Unemployment Insurance Reauthorization, and Jobs Creation Act of 2010 was signed into law. The Act includes a reinstatement of the federal research and experimentation credit through December 31, 2011 that was retroactive to January 1, 2010. We recorded a discrete tax benefit of approximately $9 million for the retroactive effect during the twelve months ended July 31, 2011.

Significant deferred tax assets and liabilities were as follows at the dates indicated:

(In millions)	July 31, 2013	July 31, 2012
Deferred tax assets:		
Accruals and reserves not currently deductible	$ 51	$ 46
Deferred rent	11	11
Accrued and deferred compensation	50	48
Loss and tax credit carryforwards	36	41
Property and equipment	12	15
Share-based compensation	97	97
Net basis difference in investments held for sale	41	38
Total deferred tax assets	298	296
Deferred tax liabilities:		
Intangible assets	93	92
Other, net	10	11
Total deferred tax liabilities	103	103
Total net deferred tax assets	195	193
Valuation allowance	(25)	(10)
Total net deferred tax assets, net of valuation allowance	$ 170	$ 183

The components of total net deferred tax assets, net of valuation allowances, as shown on our balance sheets were as follows at the dates indicated:

(In millions)	July 31, 2013	July 31, 2012
Current deferred income taxes	$ 166	$ 183
Long-term deferred income taxes included in other assets	10	—
Long-term deferred income taxes included in other long-term obligations	(6)	—
Total net deferred tax assets, net of valuation allowance	$ 170	$ 183

We provide U.S. federal income taxes on the earnings of foreign subsidiaries unless the subsidiaries' earnings are intended to be indefinitely reinvested in our international operations. To the extent that foreign earnings previously treated as indefinitely reinvested are repatriated, the related U.S. tax liability may, subject to certain limitations, be reduced by any foreign income taxes paid on these earnings. At July 31, 2013, the cumulative amount of earnings upon which U.S. income taxes had not been provided was approximately $57 million. The unrecognized deferred tax liability for these earnings was approximately $14 million.

We have provided a valuation allowance related to the benefits of federal and state net basis difference in investments held for sale, state capital and operating loss carryforwards, and state tax credit carryforwards that we believe are unlikely to be realized. Changes in the valuation allowance during the twelve months ended July 31, 2013 were primarily related to the federal and state net basis difference in investments held for sale and are reflected in the net gain on disposal of discontinued operations. Changes in the valuation allowance during the twelve months ended July 31, 2012 were not significant.

The deferred tax assets for the net basis difference in the Intuit Financial Services and Intuit Health investments held for sale were $9 million and $32 million, on which we recorded valuation allowances of $1 million and $14 million. These deferred tax assets will in part result in capital loss carryforwards upon sale. Our ability to utilize such carryovers will be dependent upon having sufficient capital gain source income during the carryforward period. The capital gain source income limitation may result in the expiration of capital loss carryforwards before utilization. We recorded the related tax benefits of $8 million and $18 million to net gain on disposal of discontinued operations. See Note 8, “*Discontinued Operations,”* for more information.

The deferred tax asset for the capital loss on the sale of Intuit Websites was $16 million, on which there is a valuation allowance of $2 million for state capital loss carryfowards. The deferred tax asset for the net basis difference in the Intuit

Websites investment held for sale at the end of fiscal 2012 was $38 million, on which we recorded a valuation allowance of $2 million. We recorded the related tax benefit to net income from discontinued operations in fiscal 2012.

At July 31, 2013, we had total federal net operating loss carryforwards of approximately $12 million that will start to expire in fiscal 2029. Utilization of the net operating losses is subject to annual limitation. The annual limitation may result in the expiration of net operating losses before utilization.

At July 31, 2013, we had a net capital loss related to the sale of Intuit Websites of approximately $41 million, which for federal income tax purposes can be carried back and give rise to refunds of taxes paid in prior years. For various state purposes, we can only carry forward the capital loss. The state capital loss carryforwards will generally start to expire in fiscal 2018. Our ability to utilize capital loss carryforwards is dependent upon having sufficient capital gain source income during the carryforward period. The capital gain source income limitation may result in the expiration of capital loss carryforwards before utilization.

At July 31, 2013, we had excess federal foreign tax credits of approximately $6 million, of which $5 million can be carried back and give rise to refunds of taxes paid in prior years and $1 million can be carried forward. The foreign tax credit carryforwards will start to expire in fiscal 2020. Our ability to utilize foreign tax credits is dependent upon having sufficient foreign source income during the carryforward period. The foreign source income limitation may result in the expiration of foreign tax credits before utilization.

At July 31, 2013, we had total state net operating loss carryforwards of approximately $128 million for which we have recorded a deferred tax asset of $7 million. The state net operating losses will start to expire in fiscal 2014. Utilization of the net operating losses is subject to annual limitation. The annual limitation may result in the expiration of net operating losses before utilization.

At July 31, 2013, we had California research and experimentation credit carryforwards of approximately $14 million. If realized, $4 million of the carryfoward will be recognized as additional paid in capital.

Unrecognized Tax Benefits

The aggregate changes in the balance of our gross unrecognized tax benefits were as follows for the periods indicated:

	Twelve Months Ended July 31,		
(In millions)	**2013**	**2012**	**2011**
Gross unrecognized tax benefits, beginning balance	$ 38	$ 41	$ 35
Increases related to tax positions from prior fiscal years, including acquisitions	5	3	2
Decreases related to tax positions from prior fiscal years	(12)	(9)	—
Increases related to tax positions taken during current fiscal year	9	3	4
Settlements with tax authorities	(1)	—	—
Gross unrecognized tax benefits, ending balance	$ 39	$ 38	$ 41

The total amount of our unrecognized tax benefits at July 31, 2013 was $39 million. Net of related deferred tax assets, unrecognized tax benefits were $27 million at that date. If we were to recognize these net benefits, our income tax expense would reflect a favorable net impact of $27 million. We do not believe that it is reasonably possible that there will be a significant increase or decrease in unrecognized tax benefits over the next 12 months.

We file U.S. federal, U.S. state, and foreign tax returns. Our major tax jurisdictions are U.S. federal and the State of California. For U.S. federal tax returns we are no longer subject to tax examinations for years prior to fiscal 2010. For California tax returns we are no longer subject to tax examinations for years prior to fiscal 2007. We are currently under examination by the Internal Revenue Service for fiscal 2010 through 2012 and by the California Franchise Tax Board for fiscal 2007 and 2008.

We recognize interest and penalties related to unrecognized tax benefits within the provision for income taxes. Amounts accrued at July 31, 2013 and July 31, 2012 for the payment of interest and penalties were not significant. The amounts of interest and penalties that we recognized during the twelve months ended July 31, 2013, 2012 and 2011 were also not significant.

12. Stockholders' Equity

Stock Repurchase Programs

Intuit's Board of Directors has authorized a series of common stock repurchase programs. Shares of common stock repurchased under these programs become treasury shares. Under these programs, we repurchased 4.8 million shares of our common stock for $292 million during the twelve months ended July 31, 2013; 16.9 million shares for $900 million during the twelve months ended July 31, 2012; and 28.2 million shares for $1.4 billion during the twelve months ended July 31, 2011. At July 31, 2013, we had authorization from our Board of Directors to expend up to an additional $1.4 billion for stock repurchases through August 15, 2014. On August 19, 2013 our Board approved a new stock repurchase program under which we are authorized to repurchase up to an additional $2 billion of our common stock from time to time over a four-year period ending on August 19, 2017. Future stock repurchases under the current program are at the discretion of management, and authorization of future stock repurchase programs is subject to the final determination of our Board of Directors.

Repurchased shares of our common stock are held as treasury shares until they are reissued or retired. When we reissue treasury stock, if the proceeds from the sale are more than the average price we paid to acquire the shares we record an increase in additional paid-in capital. Conversely, if the proceeds from the sale are less than the average price we paid to acquire the shares, we record a decrease in additional paid-in capital to the extent of increases previously recorded for similar transactions and a decrease in retained earnings for any remaining amount.

Dividends on Common Stock

During fiscal 2013 we declared and paid cash dividends that totaled $0.68 per share of outstanding common stock or approximately $203 million. In August 2013 our Board of Directors declared a quarterly cash dividend of $0.19 per share of outstanding common stock payable on October 18, 2013 to stockholders of records at the close of business on October 10, 2013. Future declarations of dividends and the establishment of future record dates and payment dates are subject to the final determination of our Board of Directors.

Description of 2005 Equity Incentive Plan

Our stockholders initially approved our 2005 Equity Incentive Plan (2005 Plan) on December 9, 2004. On January 19, 2011 our stockholders approved an Amended and Restated 2005 Equity Incentive Plan (Restated 2005 Plan) that expires on January 19, 2015. Under the Restated 2005 Plan, we are permitted to grant incentive and non-qualified stock options, restricted stock awards, restricted stock units (RSUs), stock appreciation rights and stock bonus awards to our employees, non-employee directors and consultants. The Compensation and Organizational Development Committee of our Board of Directors or its delegates determine who will receive grants, when those grants will be exercisable, their exercise price and other terms. We are permitted to issue up to 96,000,000 shares under the Restated 2005 Plan. The plan provides a fungible share reserve. Each stock option granted on or after November 1, 2010 reduces the share reserve by one share and each restricted stock award or restricted stock unit granted reduces the share reserve by 2.3 shares. Stock options forfeited and returned to the pool of shares available for grant increase the pool by one share for each share forfeited. Restricted stock awards and RSUs forfeited and returned to the pool of shares available for grant increase the pool by 2.3 shares for each share forfeited. At July 31, 2013, there were approximately 12.1 million shares available for grant under this plan. Stock options granted under the 2005 Plan and the Restated 2005 Plan typically vest over three years based on continued service and have a seven year term. RSUs granted under those plans typically vest over three years based on continued service. Certain RSUs granted to senior management vest based on the achievement of pre-established performance or market goals.

Description of Employee Stock Purchase Plan

On November 26, 1996 our stockholders initially adopted our Employee Stock Purchase Plan (ESPP) under Section 423 of the Internal Revenue Code. The ESPP permits our eligible employees to make payroll deductions to purchase our stock on regularly scheduled purchase dates at a discount. Our stockholders have approved amendments to the ESPP to permit the issuance of up to 20,800,000 shares under the ESPP, which expires on July 27, 2015. Offering periods under the ESPP are six months in duration and composed of two consecutive three-month accrual periods. Shares are purchased at 85% of the lower of the closing price for Intuit common stock on the first day of the offering period or the last day of the accrual period.

Under the ESPP, employees purchased 1,172,822 shares of Intuit common stock during the twelve months ended July 31, 2013; 1,031,483 shares during the twelve months ended July 31, 2012; and 840,654 shares during the twelve months ended July 31, 2011. At July 31, 2013, there were 3,576,366 shares available for issuance under this plan.

Share-Based Compensation Expense

The following table summarizes the total share-based compensation expense that we recorded in operating income from continuing operations for the periods shown.

(In millions except per share amounts)	Twelve Months Ended July 31, 2013	2012	2011
Cost of product revenue	$ —	$ —	$ 1
Cost of service and other revenue	6	4	3
Selling and marketing	64	56	43
Research and development	55	49	48
General and administrative	59	50	49
Total share-based compensation expense from continuing operations	184	159	144
Income tax benefit	(61)	(51)	(49)
Decrease in net income from continuing operations	$ 123	$ 108	$ 95
Decrease in net income per share from continuing operations:			
Basic	$ 0.41	$ 0.36	$ 0.31
Diluted	$ 0.41	$ 0.35	$ 0.30

The table above excludes share-based compensation expense for our discontinued operations, which totaled $11 million in fiscal 2013, $10 million in fiscal 2012, and $9 million in fiscal 2011. Because we have not reclassified our statements of cash flows to segregate discontinued operations, these amounts are included in share-based compensation expense on our statements of cash flows for those periods.

Determining Fair Value

Valuation and Amortization Method. We estimate the fair value of stock options granted using a lattice binomial model and a multiple option award approach. Our stock options have various restrictions, including vesting provisions and restrictions on transfer, and are often exercised prior to their contractual maturity. We believe that lattice binomial models are more capable of incorporating the features of our stock options than closed-form models such as the Black Scholes model. The use of a lattice binomial model requires the use of extensive actual employee exercise behavior and a number of complex assumptions including the expected volatility of our stock price over the term of the options, risk-free interest rates and expected dividends. We amortize the fair value of options on a straight-line basis over the requisite service periods of the awards, which are generally the vesting periods.

Restricted stock units (RSUs) granted typically vest based on continued service. We value these time-based RSUs at the date of grant using the intrinsic value method, adjusted for estimated forfeitures. We amortize the fair value of time-based RSUs on a straight-line basis adjusted for estimated forfeitures over the service period. Certain RSUs granted to senior management vest based on the achievement of pre-established performance or market goals. We estimate the fair value of performance-based RSUs at the date of grant using the intrinsic value method and the probability that the specified performance criteria will be met, adjusted for estimated forfeitures. Each quarter we update our assessment of the probability that the specified performance criteria will be achieved and adjust our estimate of the fair value of the performance-based RSUs if necessary. We amortize the fair values of performance-based RSUs over the requisite service period adjusted for estimated forfeitures for each separately vesting tranche of the award. We estimate the fair value of market-based RSUs at the date of grant using a Monte Carlo valuation methodology and amortize those fair values over the requisite service period adjusted for estimated forfeitures for each separately vesting tranche of the award. The Monte Carlo methodology that we use to estimate the fair value of market-based RSUs at the date of grant incorporates into the valuation the possibility that the market condition may not be satisfied. Provided that the requisite service is rendered, the total fair value of the market-based RSUs at the date of grant must be recognized as compensation expense even if the market condition is not achieved. However, the number of shares that ultimately vest can vary significantly with the performance of the specified market criteria.

As discussed below under *"Dividends,"* in July 2011 we determined that it was probable that we would pay cash dividends in the future. Since RSU holders were not entitled to dividends, starting in July 2011 we began reducing the market price of our stock on the date of grant, which is used in the intrinsic value method, by the present value of the dividends expected to be paid on the shares during the vesting period, discounted at the appropriate risk-free interest rate. Beginning in July 2012, all of the RSUs we grant have dividend rights that are subject to the same vesting requirements as the underlying equity awards, so we no longer adjust the market price of our stock on the date of grant for dividends.

Expected Term. The expected term of options granted represents the period of time that they are expected to be outstanding and is a derived output of the lattice binomial model. The expected term of stock options is impacted by all of the underlying assumptions and calibration of our model. The lattice binomial model assumes that option exercise behavior is a function of the option's remaining vested life and the extent to which the market price of our common stock exceeds the option exercise price. The lattice binomial model estimates the probability of exercise as a function of these two variables based on the history of exercises and cancellations on all past option grants made by us.

Expected Volatility. We estimate the volatility of our common stock at the date of grant based on the implied volatility of one-year and two-year publicly traded options on our common stock. Our decision to use implied volatility was based upon the availability of actively traded options on our common stock and our assessment that implied volatility is more representative of future stock price trends than historical volatility.

Risk-Free Interest Rate. We base the risk-free interest rate that we use in our option valuation model on the implied yield in effect at the time of option grant on constant maturity U.S. Treasury issues with equivalent remaining terms.

Dividends. Prior to July 2011, we paid no cash dividends on our common stock and did not anticipate paying any cash dividends, so we used an expected dividend yield of zero in our option valuation model. In July 2011 we determined that it was probable that we would pay quarterly cash dividends in the future and as a result we began using an annualized expected dividend yield in our option valuation model. We paid quarterly cash dividends during fiscal 2012 and fiscal 2013 and currently expect to continue to pay cash dividends in the future.

Forfeitures. We estimate forfeitures at the time of grant and revise those estimates in subsequent periods if actual forfeitures differ from those estimates. We use historical data to estimate pre-vesting option forfeitures and record share-based compensation expense only for those awards that are expected to vest.

We used the following assumptions to estimate the fair value of stock options granted and shares purchased under our Employee Stock Purchase Plan for the periods indicated:

	Twelve Months Ended July 31,		
	2013	**2012**	**2011**
Assumptions for stock options:			
Expected volatility (range)	22% - 27%	27% - 33%	27% - 30%
Weighted average expected volatility	23%	29%	28%
Risk-free interest rate (range)	0.49% - 1.05%	0.43% - 0.85%	0.87% - 1.91%
Expected dividend yield (1)	1.02% - 1.18%	1.02% - 1.20%	0% - 1.20%
Assumptions for ESPP:			
Expected volatility (range)	20% - 24%	24% - 33%	27% - 33%
Weighted average expected volatility	22%	29%	29%
Risk-free interest rate (range)	0.05% - 0.11%	0.00% - 0.10%	0.05% - 0.16%
Expected dividend yield (1)	1.04% - 1.17%	1.00% - 1.20%	0%

(1) Expected dividend yield assumption was zero for fiscal 2011 option grants prior to July 2011. In July 2011 we determined that it was probable that we would pay cash dividends in the future and as a result we began using an expected dividend yield assumption in our valuation models. See *"Dividends on Common Stock"* above for more information.

Share-Based Awards Available for Grant

A summary of share-based awards available for grant under our 2005 Equity Incentive Plan for the fiscal periods indicated was as follows:

(Shares in thousands)	**Shares Available for Grant**
Balance at July 31, 2010	**8,761**
Additional shares authorized	31,000
Options granted	(3,055)
Restricted stock units granted (1)	(8,501)
Share-based awards canceled/forfeited/expired (1)(2)	2,511
Balance at July 31, 2011	**30,716**
Options granted	(3,167)
Restricted stock units granted (1)	(7,902)
Share-based awards canceled/forfeited/expired (1)(2)	2,113
Balance at July 31, 2012	**21,760**
Options granted	(2,607)
Restricted stock units granted (1)	(9,310)
Share-based awards canceled/forfeited/expired (1)(2)	2,277
Balance at July 31, 2013	**12,120**

(1) Under the terms of our Amended and Restated 2005 Equity Incentive Plan, as amended through July 24, 2012 (2005 Equity Incentive Plan), RSUs granted from the pool of shares available for grant on or after November 1, 2010 reduce the pool by 2.3 shares for each share granted. RSUs forfeited and returned to the pool of shares available for grant increase the pool by 2.3 shares for each share forfeited.

(2) Stock options and restricted stock units canceled, expired or forfeited under our 2005 Equity Incentive Plan, are returned to the pool of shares available for grant. Stock options and restricted stock units canceled, expired or forfeited under older expired plans are not returned to the pool of shares available for grant.

Stock Option Activity and Related Share-Based Compensation Expense

A summary of activity under all share-based compensation plans for the fiscal periods indicated was as follows:

	Options Outstanding	
(Shares in thousands)	Number of Shares	Weighted Average Exercise Price Per Share
Balance at July 31, 2010	**32,593**	**$28.45**
Options granted	3,055	47.70
Options exercised	(11,997)	25.68
Options canceled or expired	(972)	31.44
Balance at July 31, 2011	**22,679**	**32.38**
Options assumed and converted in connection with acquisitions	282	54.51
Options granted	3,167	51.36
Options exercised	(7,513)	28.41
Options canceled or expired	(554)	39.43
Balance at July 31, 2012	**18,061**	**37.49**
Options granted	2,607	62.93
Options exercised	(5,826)	32.79
Options canceled or expired	(636)	44.60
Balance at July 31, 2013	**14,206**	**$43.77**

Options outstanding, exercisable and expected to vest, and exercisable as of July 31, 2013 were as follows:

	Number of Shares (in thousands)	Weighted Average Remaining Contractual Life (in Years)	Weighted Average Exercise Price per Share	Aggregate Intrinsic Value (in millions)
Options outstanding	14,206	4.93	$43.77	$276
Options exercisable and expected to vest	13,697	4.81	$43.24	$273
Options exercisable	8,731	3.29	$35.80	$239

Options expected to vest are unvested shares net of expected forfeitures. The aggregate intrinsic value of options outstanding at July 31, 2013 is calculated as the difference between the exercise price of the underlying options and the market price of our common stock for shares that were in-the-money at that date. In-the-money options at July 31, 2013 were options that had exercise prices that were lower than the $63.92 market price of our common stock at that date.

Additional information regarding our stock options and ESPP shares is shown in the table below.

(In millions except per share amounts)	Twelve Months Ended July 31, 2013	2012	2011
Weighted average fair value of options granted (per share)	$ 11.24	$ 15.22	$ 10.44
Total fair value of options vested	$ 41	$ 39	$ 53
Aggregate intrinsic value of options exercised	$ 166	$ 202	$ 261
Share-based compensation expense for stock options and ESPP	$ 49	$ 53	$ 51
Total tax benefit for stock option and ESPP share-based compensation	$ 15	$ 14	$ 16
Cash received from option exercises	$ 191	$ 213	$ 308
Cash tax benefits realized related to tax deductions for non-qualified option exercises and disqualifying dispositions under all share-based payment arrangements	$ 60	$ 72	$ 99

At July 31, 2013, there was $58 million of unrecognized compensation cost related to non-vested stock options that we will amortize to expense in the future. Unrecognized compensation cost will be adjusted for future changes in estimated forfeitures. We expect to recognize that cost over a weighted average vesting period of 2.3 years.

Due to our ongoing program of repurchasing our common stock on the open market, at July 31, 2013 we had approximately 130 million treasury shares. We satisfy option exercises and RSU vesting from this pool of treasury shares.

Restricted Stock Unit Activity and Related Share-Based Compensation Expense

A summary of restricted stock unit (RSU) activity for the periods indicated was as follows:

(Shares in thousands)	Number of Shares	Weighted Average Grant Date Fair Value
Nonvested at July 31, 2010	**11,531**	**$30.93**
Granted	3,855	47.02
Vested	(3,474)	26.33
Forfeited	(857)	31.73
Nonvested at July 31, 2011	**11,055**	**37.92**
Granted	3,436	55.02
Restricted stock units assumed and converted in connection with acquisitions	575	54.51
Vested	(4,763)	34.13
Forfeited	(696)	39.56
Nonvested at July 31, 2012	**9,607**	**46.79**
Granted	4,048	62.76
Vested	(3,670)	43.00
Forfeited	(801)	48.16
Nonvested at July 31, 2013	**9,184**	**$55.23**

Additional information regarding our RSUs is shown in the table below.

	Twelve Months Ended July 31,		
(In millions)	**2013**	**2012**	**2011**
Total fair value of RSUs vested	$ 224	$ 258	$ 150
Share-based compensation for RSUs	$ 135	$ 106	$ 93
Total tax benefit related to RSU share-based compensation expense	$ 46	$ 37	$ 33
Cash tax benefits realized for tax deductions for RSUs	$ 77	$ 46	$ 36

At July 31, 2013, there was $293 million of unrecognized compensation cost related to non-vested RSUs that we will amortize to expense in the future. Unrecognized compensation cost will be adjusted for future changes in estimated forfeitures. We expect to recognize that cost over a weighted average vesting period of 2.4 years.

13. Benefit Plans

Executive Deferred Compensation Plan

In December 2004 we initially adopted our 2005 Executive Deferred Compensation Plan, which became effective January 1, 2005. We adopted this plan to meet the requirements for deferred compensation under Section 409A of the Internal Revenue Code. The plan provides that executives who meet minimum compensation requirements are eligible to defer up to 75% of their salaries, bonuses and commissions. We have agreed to credit the participants' contributions with earnings that reflect the performance of certain independent investment funds. We may also make discretionary employer contributions to participant accounts in certain circumstances. The timing, amounts and vesting schedules of employer contributions are at the sole discretion of the Compensation and Organizational Development Committee of our Board of Directors or its delegate. The benefits under this plan are unsecured. Participants are generally eligible to receive payment of their vested benefit at the end of their elected deferral period or after termination of their employment with Intuit for any reason or at a later date to comply with the restrictions of Section 409A. Discretionary company contributions and the related earnings vest completely upon the participant's disability, death or a change of control of Intuit. Employer contributions to the plan were not significant for any period presented.

We had liabilities related to this plan of $64 million at July 31, 2013 and $56 million at July 31, 2012. We have matched the plan liabilities with similar performing assets. These assets are recorded in other long-term assets while liabilities related to obligations are recorded in other current liabilities on our balance sheets.

401(k) Plan

In the United States, employees who participate in the Intuit Inc. 401(k) Plan may currently contribute up to 30% of pre-tax compensation, subject to Internal Revenue Service limitations and the terms and conditions of the plan. We match a portion of employee contributions, currently 125% up to six percent of salary, subject to Internal Revenue Service limitations. Matching contributions were $44 million for the twelve months ended July 31, 2013; $38 million for the twelve months ended July 31, 2012; and $30 million for the twelve months ended July 31, 2011.

14. Litigation

On January 13, 2012, two putative class actions were filed against Intuit Inc. in connection with our TurboTax income tax preparation software: *Smith v. Intuit Inc.* (U.S. District Court, Northern District of California) and *Quildon v. Intuit Inc.* (California Superior Court, Santa Clara County). The plaintiffs in both cases had asserted that the fees charged for the refund processing service offered within TurboTax are "refund anticipation loans" and the disclosures about those fees do not comply with California and federal laws. The *Smith* case was brought in federal court on behalf of a proposed nationwide class and subclasses; the *Quildon* case was brought in state court on behalf of a proposed California class and subclasses. In January

2013, for the purposes of settlement and without any admission of wrongdoing or liability, Intuit reached an agreement in principle to resolve all claims raised in the Smith and Quildon matters for an amount that is not material to our consolidated financial statements. We accrued that amount in the second quarter of fiscal 2013. The terms of the proposed settlement are subject to the approval of the court, which could approve, reject, or suggest modifications to those terms. We currently believe that the likelihood of a material change to the proposed settlement amount is remote.

Intuit is subject to certain routine legal proceedings, as well as demands, claims and threatened litigation, that arise in the normal course of our business, including assertions that we may be infringing patents or other intellectual property rights of others. We currently believe that, in addition to any amounts accrued, the amount of potential losses, if any, for any pending claims of any type (either alone or combined) will not have a material impact on our consolidated financial statements. The ultimate outcome of any litigation is uncertain and, regardless of outcome, litigation can have an adverse impact on Intuit because of defense costs, negative publicity, diversion of management resources and other factors. Our failure to obtain necessary license or other rights, or litigation arising out of intellectual property claims could adversely affect our business.

15. Segment Information

In fiscal 2013 we defined six reportable segments, described below, based on factors such as how we manage our operations and how our chief operating decision maker views results. We define the chief operating decision maker as our Chief Executive Officer and our Chief Financial Officer. Our chief operating decision maker organizes and manages our business primarily on the basis of product and service offerings. See below for more information on our Intuit Financial Services and Intuit Health businesses, which we classified as discontinued operations in the fourth quarter of fiscal 2013.

Financial Management Solutions product revenue is derived primarily from QuickBooks desktop software products, including QuickBooks Pro, QuickBooks Premier, and QuickBooks Enterprise Solutions, and from financial supplies such as paper checks, envelopes, invoices, business cards and business stationery. Financial Management Solutions service and other revenue is derived primarily from QuickBooks Online; QuickBooks technical support plans; Demandforce, which provides online marketing and customer communication solutions for small businesses; QuickBase; and royalties from small business online services.

Employee Management Solutions product revenue is derived primarily from QuickBooks Basic Payroll and QuickBooks Enhanced Payroll, which are products sold on a subscription basis that offer payroll tax tables, payroll reports, federal and state payroll tax forms, and electronic tax payment and filing to small businesses that prepare their own payrolls. Employee Management Solutions service and other revenue is derived from Quickbooks Online Payroll, QuickBooks Assisted Payroll, Intuit Online Payroll, Intuit Full Service Payroll, fees for direct deposit services, and fees for other small business payroll and employee management services. Service and other revenue for this segment also includes interest earned on funds held for customers.

Payment Solutions product revenue is derived primarily from QuickBooks Point of Sale solutions. Payment Solutions service and other revenue is derived primarily from merchant services for small businesses that include credit card, debit card and gift card processing services; check verification, check guarantee and electronic check conversion, including automated clearing house (ACH) and Check 21 capabilities; from Web-based transaction processing services for online merchants; and from GoPayment mobile payment processing services.

Consumer Tax product revenue is derived primarily from TurboTax federal and state consumer and small business desktop tax return preparation software. Consumer Tax service and other revenue is derived primarily from TurboTax Online tax return preparation services and electronic tax filing services.

Accounting Professionals product revenue is derived primarily from ProSeries and Lacerte professional tax preparation software products and from QuickBooks Premier Accountant Edition and ProAdvisor Program subscriptions for professional accountants. Accounting Professionals service and other revenue is derived primarily from Intuit Tax Online tax return preparation services, electronic tax filing services, bank product transmission services and training services.

Other Businesses consist primarily of our personal finance offerings, Quicken and Mint, and our global businesses, primarily in Canada, the United Kingdom, and Singapore. Quicken product revenue is derived primarily from Quicken desktop software products. Quicken service and other revenue is derived primarily from fees from consumer online transactions and Quicken Loans trademark royalties. Mint service and other revenue consists primarily of online lead generation fees. In Canada, product revenue is derived primarily from localized versions of QuickBooks and Quicken as well as consumer desktop tax return preparation software and professional tax preparation products. Service and other revenue in Canada consists primarily of

revenue from QuickBooks support plans, payroll services, and merchant payment processing services. In the United Kingdom, product revenue is derived primarily from localized versions of QuickBooks and QuickBooks Payroll. In Singapore, Australia and other international locations, service and other revenue is derived from QuickBooks Online.

All of our business segments except Other Businesses operate primarily in the United States and sell primarily to customers in the United States. International total net revenue was less than 5% of consolidated total net revenue for the twelve months ended July 31, 2013, 2012 and 2011.

We include expenses such as corporate selling and marketing, product development, and general and administrative expenses and share-based compensation expenses, which are not allocated to specific segments, in unallocated corporate items. Unallocated corporate items also include amortization of acquired technology, amortization of other acquired intangible assets, and goodwill and intangible asset impairment charges.

The accounting policies of our reportable segments are the same as those described in the summary of significant accounting policies in Note 1. Except for goodwill and acquired intangible assets, we do not generally track assets by reportable segment and, consequently, we do not disclose total assets by reportable segment. See Note 5, *"Goodwill and Acquired Intangible Assets,"* for goodwill by reportable segment.

The following table shows our financial results by reportable segment for the periods indicated. Results for all periods presented have been adjusted to exclude results for our Intuit Financial Services and Intuit Health businesses, which we classified as discontinued operations in the fourth quarter of fiscal 2013. Intuit Financial Services comprised substantially all of our former Financial Services segment, and Intuit Health was part of our Other Businesses segment. Results for our Mint business are included in our Other Businesses segment for all periods presented. Fiscal 2012 and 2011 results for our Financial Management Solutions segment have been adjusted to exclude results for our Intuit Websites business, which we classified as discontinued operations in the fourth quarter of fiscal 2012. See Note 8, "*Discontinued Operations,"* for more information.

	Twelve Months Ended July 31,		
(In millions)	**2013**	**2012**	**2011**
Net revenue:			
Financial Management Solutions	$ 826	$ 691	$ 622
Employee Management Solutions	574	512	457
Payment Solutions	476	417	348
Consumer Tax	1,503	1,441	1,298
Accounting Professionals	449	423	399
Other Businesses	343	324	325
Total net revenue	$ 4,171	$ 3,808	$ 3,449
Operating income from continuing operations:			
Financial Management Solutions	$ 306	$ 265	$ 243
Employee Management Solutions	353	314	271
Payment Solutions	129	107	64
Consumer Tax	942	886	850
Accounting Professionals	266	249	228
Other Businesses	113	116	122
Total segment operating income	2,109	1,937	1,778
Unallocated corporate items:			
Share-based compensation expense	(184)	(159)	(144)
Other common expenses	(639)	(577)	(532)
Amortization of acquired technology	(18)	(10)	(9)
Amortization of other acquired intangible assets	(35)	(23)	(11)
Total unallocated corporate items	(876)	(769)	(696)
Total operating income from continuing operations	$ 1,233	$ 1,168	$ 1,082

16. Selected Quarterly Financial Data (Unaudited)

The following tables contain selected quarterly financial data for the twelve months ended July 31, 2013 and July 31, 2012. We have classified our Intuit Financial Services, Intuit Health, and Intuit Websites businesses as discontinued operations and as a result have segregated their operating results from continuing operations in our statements of operations and in these tables. See Note 8, "*Discontinued Operations,*" for more information.

	Fiscal 2013 Quarter Ended			
(In millions, except per share amounts)	October 31	January 31	April 30	July 31
Total net revenue	$ 562	$ 884	$ 2,091	$ 634
Cost of revenue	139	166	145	127
All other costs and expenses	496	634	664	567
Operating income (loss) from continuing operations	(73)	84	1,282	(60)
Net income (loss) from continuing operations	(54)	65	858	(46)
Net income (loss) from discontinued operations	35	6	(36)	30
Net income (loss)	(19)	71	822	(16)
Basic net income (loss) per share from continuing operations	$ (0.18)	$ 0.22	$ 2.89	$ (0.15)
Basic net income (loss) per share from discontinued operations	0.12	0.02	(0.12)	0.10
Basic net income (loss) per share	$ (0.06)	$ 0.24	$ 2.77	$ (0.05)
Diluted net income (loss) per share from continuing operations	$ (0.18)	$ 0.21	$ 2.83	$ (0.15)
Diluted net income (loss) per share from discontinued operations	0.12	0.02	(0.12)	0.10
Diluted net income (loss) per share	$ (0.06)	$ 0.23	$ 2.71	$ (0.05)

	Fiscal 2012 Quarter Ended			
(In millions, except per share amounts)	October 31	January 31	April 30	July 31
Total net revenue	$ 491	$ 911	$ 1,839	$ 567
Cost of revenue	123	162	154	146
All other costs and expenses	448	556	583	468
Operating income (loss) from continuing operations	(80)	193	1,102	(47)
Net income (loss) from continuing operations	(55)	119	732	(32)
Net income (loss) from discontinued operations	(9)	(1)	2	36
Net income (loss)	(64)	118	734	4
Basic net income (loss) per share from continuing operations	$ (0.18)	$ 0.40	$ 2.48	$ (0.11)
Basic net income (loss) per share from discontinued operations	(0.03)	—	0.01	0.12
Basic net income (loss) per share	$ (0.21)	$ 0.40	$ 2.49	$ 0.01
Diluted net income (loss) per share from continuing operations	$ (0.18)	$ 0.39	$ 2.41	$ (0.11)
Diluted net income (loss) per share from discontinued operations	(0.03)	—	0.01	0.12
Diluted net income (loss) per share	$ (0.21)	$ 0.39	$ 2.42	$ 0.01

17. Subsequent Event

To facilitate the stock repurchase program described in Note 12, *"Stockholders' Equity,"* from time to time we repurchase shares in the open market. On August 23, 2013 we entered into an accelerated share repurchase (ASR) agreement with a large financial institution to repurchase $1.4 billion of Intuit's common stock on an accelerated basis. We entered into this ASR agreement in order to repurchase shares at a guaranteed discount from the average price of our stock over a specified period of time. On August 23, 2013 we paid $1.4 billion to the financial institution and received an initial delivery of 17.6 million shares of Intuit common stock. The total number of shares to be delivered generally will be determined by applying an agreed discount to the average of the daily volume weighted average price of Intuit common shares traded during the pricing period. The pricing period is scheduled to end in December 2013, but it may conclude sooner at the election of the financial institution. If the total number of shares to be delivered exceeds the number of shares delivered on August 23, 2013, we will receive the remaining balance of shares from the financial institution. Based on the current trading prices of our common stock, we expect to receive additional shares. If the total number of shares to be delivered is less than the number of shares delivered on August 23, 2013, we have the contractual right to deliver to the financial institution either shares of Intuit common stock or cash equal to the value of those shares. We will reflect the shares delivered to us by the financial institution as treasury shares as of the dates they are physically delivered in computing weighted average shares outstanding for both basic and diluted net income per share.

Schedule II

INTUIT INC.
VALUATION AND QUALIFYING ACCOUNTS

(In millions)	Beginning Balance	Additions Charged to Expense/ Revenue	Deductions	Ending Balance
Year ended July 31, 2013				
Allowance for doubtful accounts	$ 46	$ 33	$ (41)	$ 38
Reserve for product returns	19	100	(99)	20
Reserve for rebates	17	112	(114)	15
Year ended July 31, 2012				
Allowance for doubtful accounts	$ 20	$ 34	$ (8)	$ 46
Reserve for product returns	20	92	(93)	19
Reserve for rebates	11	104	(98)	17
Year ended July 31, 2011				
Allowance for doubtful accounts	$ 22	$ 18	$ (20)	$ 20
Reserve for product returns	20	94	(94)	20
Reserve for rebates	11	90	(90)	11

Notes: Additions to the allowance for doubtful accounts are charged to general and administrative expense.
Additions to the reserves for product returns and rebates are charged against revenue.
The table above excludes balances and activity for our discontinued operations for all periods presented.

ITEM 9
CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A
CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Based upon an evaluation of the effectiveness of disclosure controls and procedures, Intuit's Chief Executive Officer (CEO) and Chief Financial Officer (CFO) have concluded that as of the end of the period covered by this Annual Report on Form 10-K our disclosure controls and procedures as defined under Exchange Act Rules 13a-15(e) and 15d-15(e) were effective to provide reasonable assurance that information required to be disclosed in our Exchange Act reports is recorded, processed, summarized and reported within the time periods specified by the Securities and Exchange Commission and is accumulated and communicated to management, including the CEO and CFO, as appropriate to allow timely decisions regarding required disclosure.

Management's Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rules 13a-15(f) and 15d-15(f). Under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, we conducted an evaluation of the effectiveness of our internal control over financial reporting as of July 31, 2013 based on the guidelines established in *Internal Control – Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Based on the results of this evaluation, our management has concluded that our internal control over financial reporting was effective as of July 31, 2013 to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external reporting purposes in accordance with generally accepted accounting principles. We reviewed the results of management's assessment with the Audit and Risk Committee of Intuit's Board of Directors.

Ernst & Young LLP, an independent registered public accounting firm, has audited the effectiveness of our internal control over financial reporting as of July 31, 2013. Their report is included in Item 8 of this Annual Report on Form 10-K.

Changes in Internal Control over Financial Reporting

During our most recent fiscal quarter, there has not occurred any change in our internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B
OTHER INFORMATION

None.

PART III

ITEM 10
DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Except for the information about our executive officers shown below, the information required by this Item 10 is incorporated by reference from the information contained in our Proxy Statement to be filed with the U.S. Securities and Exchange Commission in connection with the solicitation of proxies for our 2014 Annual Meeting of Stockholders (the "2014 Proxy Statement") under the sections entitled “Our Board of Directors and Nominees – Directors Standing for Election,” “Corporate Governance,” and “Security Ownership of Certain Beneficial Owners and Management – Section 16(a) Beneficial Ownership Reporting Compliance.”

We maintain a Code of Conduct and Ethics that applies to all employees, including all officers. We also maintain a Board of Directors Code of Ethics that applies to all members of our Board of Directors. Our Code of Conduct and Ethics and Board of Directors Code of Ethics incorporate guidelines designed to deter wrongdoing and to promote honest and ethical conduct and compliance with applicable laws and regulations. Our Code of Conduct and Ethics and Board of Directors Code of Ethics are published on our Investor Relations website at *http://investors.intuit.com/corporate-governance/conduct-and-guidelines/default.aspx* and *http://investors.intuit.com/corporate-governance/board-of-directors/default.aspx*, respectively. We disclose amendments to certain provisions of our Code of Conduct and Ethics and Board of Directors Code of Ethics, or waivers of such provisions granted to executive officers and directors, on this website.

EXECUTIVE OFFICERS

The following table shows Intuit’s executive officers as of August 31, 2013 and their areas of responsibility. Their biographies follow the table.

Name	Age	Position
Brad D. Smith	49	President, Chief Executive Officer and Director
Scott D. Cook	61	Chairman of the Executive Committee
Laura A. Fennell	52	Senior Vice President, General Counsel and Corporate Secretary
Sasan K. Goodarzi	45	Senior Vice President and General Manager, Consumer Tax Group
Daniel R. Maurer	57	Senior Vice President and General Manager, Small Business Management Solutions Group
Kiran M. Patel	65	Executive Vice President and General Manager, Small Business Group
Daniel Wernikoff	41	Senior Vice President and General Manager, Small Business Financial Solutions Group
R. Neil Williams	60	Senior Vice President and Chief Financial Officer
Jeffrey P. Hank	53	Vice President, Finance and Chief Accounting Officer

Mr. Smith has been President and Chief Executive Officer and a member of the Board of Directors since January 2008. He was Senior Vice President and General Manager, Small Business Division from May 2006 to December 2007 and Senior Vice President and General Manager, QuickBooks from May 2005 to May 2006. He also served as Senior Vice President and General Manager, Consumer Tax Group from March 2004 until May 2005 and as Vice President and General Manager of Intuit’s Accountant Central and Developer Network from February 2003 to March 2004. Prior to joining Intuit in February 2003, Mr. Smith was Senior Vice President of Marketing and Business Development at ADP, a provider of business outsourcing solutions, where he held several executive positions from 1996 to 2003. Mr. Smith also serves on the board of directors of Nordstrom, Inc. Mr. Smith holds a Bachelor’s degree in Business Administration from Marshall University and a Master’s degree in Management from Aquinas College.

Mr. Cook, a founder of Intuit, has been an Intuit director since March 1984 and is currently Chairman of the Executive Committee. He served as Intuit’s Chairman of the Board from February 1993 through July 1998. From April 1984 to April 1994, he served as Intuit’s President and Chief Executive Officer. Mr. Cook also serves on the board of directors of eBay Inc. and The Procter & Gamble Company. Mr. Cook holds a Bachelor of Arts degree in Economics and Mathematics from the University of Southern California and a Master’s degree in Business Administration from Harvard Business School.

Ms. Fennell has been Senior Vice President, General Counsel and Corporate Secretary since February 2007. She leads Intuit's legal, corporate affairs, privacy, information and physical security, and data services teams. Ms. Fennell joined Intuit as Vice President, General Counsel and Corporate Secretary in April 2004. Prior to joining Intuit, Ms. Fennell spent nearly eleven years at Sun Microsystems, Inc., most recently as Vice President of Corporate Legal Resources, as well as Acting General Counsel. Prior to joining Sun, she was an associate attorney at Wilson Sonsini, Goodrich & Rosati PC. Ms. Fennell sits on the board of directors of the Children's Discovery Museum of San Jose. Ms. Fennell holds a Bachelor of Science degree in Business Administration from California State University, Chico and a Juris Doctor from Santa Clara University.

Mr. Goodarzi has been Senior Vice President and General Manager of Intuit's Consumer Tax Group since August 2013. He rejoined Intuit in August 2011 as Senior Vice President and Chief Information Officer, serving in that capacity until July 2013, prior to which he had served as Chief Executive Officer of Nexant Inc., a privately held provider of intelligent grid software and clean energy solutions, since November 2010. During his previous tenure at Intuit from 2004 to 2010, Mr. Goodarzi led several business units including Intuit Financial Services and the professional tax division, several acquired software companies, and Intuit's operations in Canada and the United Kingdom. Prior to joining Intuit, Mr. Goodarzi worked for Invensys, a global provider of industrial automation, transportation and controls technology, serving as global president of the products group. He also held a number of senior leadership roles in the automation control division at Honeywell and served as the chief executive officer and co-founder of a technology startup, Lazer Cables Inc. Mr. Goodarzi holds a Bachelor's degree in Electrical Engineering from the University of Central Florida and a Master's degree in Business Administration from the Kellogg School of Management at Northwestern University.

Mr. Maurer has been Senior Vice President and General Manager of Intuit's Small Business Management Solutions Group since August 2013 and was Senior Vice President and General Manager of Intuit’s Consumer Group from December 2008 to July 2013. From February 2008 to December 2008, he was Intuit's Senior Vice President and Chief Marketing Officer. From January 2006 to February 2008 he was Vice President of Marketing for Intuit’s Consumer Tax Group. Prior to joining Intuit, Mr. Maurer served as Vice President of strategy at The Campbell’s Soup Company from 2002 to December 2005 and held senior marketing positions at The Procter & Gamble Company. Mr. Maurer also serves on the board of directors of Zagg Inc. Mr. Maurer holds a Bachelor’s degree in Marketing and Finance from the University of Wisconsin.

Mr. Patel has been Executive Vice President and General Manager, Small Business Group since December 2008 and will retire from Intuit on September 15, 2013. He was Senior Vice President and General Manager, Consumer Tax Group from June 2007 to December 2008 and Chief Financial Officer from September 2005 to January 2008. From August 2001 to September 2005, Mr. Patel served as Executive Vice President and Chief Financial Officer of Solectron Corporation, a provider of electronics supply chain services, where he led finance, legal, investor relations and business development activities. From October 2000 to May 2001, he was the Chief Financial Officer of iMotors, an Internet-based value-added retailer of used cars. Previously, Mr. Patel had a 27-year career with Cummins Inc., where he served in a broad range of finance positions, most recently as Chief Financial Officer and Executive Vice President. Mr. Patel also serves on the board of directors of KLA-Tencor Corporation and is a trustee of The Charles Schwab Family of Funds. Mr. Patel holds a Bachelor of Science degree in Electrical Engineering and a Master’s degree in Business Administration from the University of Tennessee.

Mr. Wernikoff has been Senior Vice President and General Manager of Intuit's Small Business Financial Solutions Group since August 2013. From August 2010 to July 2013, he served as General Manager of Intuit's Financial Management Solutions business unit and was promoted from Vice President to Senior Vice President in August 2011. Mr. Wernikoff joined Intuit in March 2003 and was promoted to Vice President in August 2007. He held various executive roles in Payments, QuickBooks and Financial Management Solutions from August 2007 to August 2010. Mr. Wernikoff's previous experience includes leadership positions at Charles Schwab, Bank One Corp., and First Chicago Capital Markets. Mr. Wernikoff holds a Bachelor's degree in Finance from Miami University of Ohio and a Master's degree in Business Administration from the University of Pittsburgh.

Mr. Williams joined Intuit in January 2008 as Senior Vice President and Chief Financial Officer. He is responsible for all financial aspects of the company, including corporate strategy and business development, investor relations, financial operations and real estate. Beginning in 2001, he served as Executive Vice President of Visa U.S.A., Inc., the leading payments company in the U.S., and then from November 2004 to September 2007 served as Chief Financial Officer, leading all financial functions for the company and its subsidiaries. During the same period, Mr. Williams held the dual role of Chief Financial Officer for Inovant LLC, Visa’s global IT organization responsible for global transactions processing and technology development. Mr. Williams also serves on the board of directors of Amyris, Inc. Mr. Williams holds a Bachelor’s degree in Business Administration from the University of Southern Mississippi and he is a certified public accountant.

Mr. Hank has been Vice President, Finance and Chief Accounting Officer since August 2012 and will retire on September 30, 2013. He previously served as Intuit's Vice President, Corporate Controller from June 2005 to July 2012. He joined Intuit in

October 2003 as Director, Accounting Principles Group. From June 2002 until September 2003, Mr. Hank was an Audit Partner at KPMG LLP. From September 1994 until June 2002, Mr. Hank was an Audit Partner at Arthur Andersen LLP. Mr. Hank also serves on the board of directors of Qualys, Inc. Mr. Hank holds a Bachelor of Science degree in Business Administration – Accounting and Finance from the University of California at Berkeley.

ITEM 11
EXECUTIVE COMPENSATION

The information required by this Item 11 is incorporated by reference from the information contained in our 2014 Proxy Statement under the sections entitled "Corporate Governance – Compensation Committee Interlocks and Insider Participation," "Director Compensation," and "Executive Compensation."

ITEM 12
SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information required by this Item 12 is incorporated by reference from the information contained in our 2014 Proxy Statement under the sections entitled "Security Ownership of Certain Beneficial Owners and Management" and "Executive Compensation."

ITEM 13
CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The information required by this Item 13 is incorporated by reference from the information contained in our 2014 Proxy Statement under the sections entitled "Corporate Governance – Director Independence" and "Transactions with Related Persons."

ITEM 14
PRINCIPAL ACCOUNTANT FEES AND SERVICES

The information required by this Item 14 is incorporated by reference from the information contained in our 2014 Proxy Statement under the section entitled "Proposal No. 2 – Ratification of Selection of Independent Registered Public Accounting Firm."

PART IV

ITEM 15
EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) The following documents are filed as part of this report:
1. Financial Statements — See Index to Consolidated Financial Statements in Part II, Item 8.
2. Financial Statement Schedules — See Index to Consolidated Financial Statements in Part II, Item 8.
3. Exhibits — See Exhibit Index immediately following the signature page of this annual report on Form 10-K.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this Form 10-K to be signed on its behalf by the undersigned, thereunto duly authorized.

INTUIT INC.

Dated:	September 13, 2013	By:	/s/ R. NEIL WILLIAMS
			R. Neil Williams
			Senior Vice President and Chief Financial Officer (Principal Financial Officer)

POWER OF ATTORNEY

By signing this Annual Report on Form 10-K below, I hereby appoint each of Brad D. Smith and R. Neil Williams as my attorney-in-fact to sign all amendments to this Form 10-K on my behalf, and to file this Form 10-K (including all exhibits and other documents related to the Form 10-K) 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 Exchange Act of 1934, this report has been signed by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

Name	Title	Date
Principal Executive Officer:		
/s/ BRAD D. SMITH	President, Chief Executive Officer and Director	September 13, 2013
Brad D. Smith		
Principal Financial Officer:		
/s/ R. NEIL WILLIAMS	Senior Vice President and Chief Financial Officer	September 13, 2013
R. Neil Williams		
Principal Accounting Officer:		
/s/ JEFFREY P. HANK	Vice President, Finance and Chief Accounting Officer	September 13, 2013
Jeffrey P. Hank		
Additional Directors:		
/s/ CHRISTOPHER W. BRODY	Director	September 13, 2013
Christopher W. Brody		
/s/ WILLIAM V. CAMPBELL	Chairman of the Board of Directors	September 13, 2013
William V. Campbell		
/s/ SCOTT D. COOK	Director	September 13, 2013
Scott D. Cook		
/s/ DIANE B. GREENE	Director	September 13, 2013
Diane B. Greene		
/s/ EDWARD A. KANGAS	Director	September 13, 2013
Edward A. Kangas		
/s/ SUZANNE NORA JOHNSON	Director	September 13, 2013
Suzanne Nora Johnson		
/s/ DENNIS D. POWELL	Director	September 13, 2013
Dennis D. Powell		
/s/ JEFF WEINER	Director	September 13, 2013
Jeff Weiner		

EXHIBIT INDEX

Exhibit Number	Exhibit Description	Filed Herewith	Incorporated by Reference Form/File No.	Date
3.01	Restated Intuit Certificate of Incorporation, dated as of January 19, 2000		10-Q	6/14/2000
3.02	Bylaws of Intuit, as amended and restated effective April 28, 2010		8-K	4/30/2010
4.01	Form of Specimen Certificate for Intuit’s Common Stock		10-K	9/15/2009
4.02	Indenture, dated as of March 7, 2007, between Intuit and The Bank of New York Trust Company, N.A. as trustee		8-K	3/7/2007
4.03	Forms of Global Note for Intuit’s 5.40% Senior Notes due 2012 and 5.75% Senior Notes due 2017		8-K	3/12/2007
10.01+	Intuit Inc. 2005 Equity Incentive Plan, as amended December 14, 2007		S-8 333-148112	12/17/2007
10.02+	Intuit Inc. 2005 Equity Incentive Plan, as amended April 23, 2008		8-K	4/28/2008
10.03+	Intuit Inc. 2005 Equity Incentive Plan, as amended December 16, 2008		S-8 333-156205	12/17/2008
10.04+	Intuit Inc. 2005 Equity Incentive Plan, as amended December 15, 2009		S-8 333-163728	12/15/2009
10.05+	Intuit Inc. Amended and Restated 2005 Equity Incentive Plan, as approved January 19, 2011		S-8 333-171768	1/19/2011
10.06+	Intuit Inc. Amended and Restated 2005 Equity Incentive Plan, as amended through July 24, 2012		8-K	7/27/2012
10.07+	2005 Equity Incentive Plan Form of Non-Qualified Stock Option – New Hire, Promotion or Retention Grant		10-Q	12/10/2004
10.08+	2005 Equity Incentive Plan Form of Non-Qualified Stock Option – Focal Grant		10-Q	12/10/2004
10.09+	2005 Equity Incentive Plan Form of Non-Employee Director Option – Initial Grant		10-Q	12/10/2004
10.10+	2005 Equity Incentive Plan Form of Non-Employee Director Option – Succeeding Grant		10-Q	12/10/2004
10.11+	2005 Equity Incentive Plan Form of Non-Employee Director Option – Committee Grant		10-Q	12/10/2004
10.12+	Form of Director Restricted Stock Unit Grant Agreement		8-K	12/18/2009
10.13+	Form of Director Restricted Stock Unit Grant Agreement		10-Q	12/1/2011
10.14+	Summary of Director Compensation Program		10-Q	12/1/2011
10.15+	Intuit Inc. Director Grant Program		10-Q	2/29/2012
10.16+	Form of Director Restricted Stock Units Initial Grant Agreement		10-Q	3/1/2013
10.17+	Form of Director Restricted Stock Units Initial Grant Agreement for Mid-Year Directors		10-Q	3/1/2013
10.18+	Form of Director Restricted Stock Units Succeeding Grant Agreement		10-Q	3/1/2013

Exhibit Number	Exhibit Description	Filed Herewith	Incorporated by Reference Form/File No.	Date
10.19+	Form of Director Restricted Stock Units Succeeding Grant Agreement for Mid-Year Directors		10-Q	3/1/2013
10.20+	Form of Director Restricted Stock Units Conversion Grant Agreement		10-Q	3/1/2013
10.21+	Form of Amended and Restated 2005 Equity Incentive Plan Non-Qualified Stock Option Grant Agreement: New Hire, Promotion, Retention or Focal Grant	X		
10.22+	Form of Restricted Stock Unit Agreement (service-based vesting)		10-K	9/13/2012
10.23+	Form of Restricted Stock Unit Agreement (executive vesting)		10-K	9/13/2012
10.24+	Form of Executive Performance-Based Restricted Stock Unit Agreement (three year operating goals)		10-K	9/13/2012
10.25+	Form of Executive Performance-Based Restricted Stock Unit Agreement (total shareholder return objectives)		10-K	9/13/2012
10.26+	Form of Executive Performance-Based Restricted Stock Unit Agreement (one year operating goal)		10-K	9/16/2010
10.27+	Form of Executive Performance-Based Restricted Stock Unit Agreement (three year operating goals)		10-K	9/16/2010
10.28+	Form of Executive Performance-Based Restricted Stock Unit Agreement (total shareholder return objectives)		10-K	9/16/2010
10.29+	Form of Restricted Stock Unit Agreement (CEO vesting)		10-K	9/13/2012
10.30+	Form of CEO Performance-Based Restricted Stock Unit Agreement (three year operating goals)		10-K	9/13/2012
10.31+	Form of CEO Performance-Based Restricted Stock Unit Agreement (total shareholder return objectives)		10-K	9/13/2012
10.32+	Form of CEO Performance-Based Restricted Stock Unit Agreement (one year operating goal)		10-K	9/16/2010
10.33+	Form of CEO Performance-Based Restricted Stock Unit Agreement (three year operating goals)		10-K	9/16/2010
10.34+	Form of CEO Performance-Based Restricted Stock Unit Agreement (total shareholder return objectives)		10-K	9/16/2010
10.35+	Form of 2009 Performance-Based Restricted Stock Unit Agreement		8-K	8/17/2009
10.36+	Form of Restricted Stock Unit Award Agreement (Performance-Based Vesting)		10-K	9/12/2008
10.37+	Form of Restricted Stock Unit Award Agreement (Service-Based Vesting)		8-K	7/31/2006
10.38+	Intuit Inc. Management Stock Purchase Program, as amended October 23, 2007		10-K	9/12/2008
10.39+	Second Amended and Restated Management Stock Purchase Program		10-Q	2/29/2012
10.40+	Form of Restricted Stock Unit Grant Agreement for MSPP Purchased Award		10-K	9/13/2012

Exhibit Number	Exhibit Description	Filed Herewith	Incorporated by Reference Form/File No.	Date
10.41+	Form of Restricted Stock Unit Grant Agreement for MSPP Matching Award		10-K	9/13/2012
10.42+	Form of Restricted Stock Unit Grant Agreement for MSPP Purchased Award		10-Q	12/1/2006
10.43+	Form of Restricted Stock Unit Grant Agreement for MSPP Matching Award		10-Q	12/1/2006
10.44+	Digital Insight Corporation 1999 Stock Plan and Form of Stock Option Agreement under the Digital Insight Corporation 1999 Stock Plan		S-1/A 333-81547 Filed by Digital Insight	9/13/1999
10.45+	First, Second and Third Amendments to the Digital Insight Corporation 1999 Stock Plan		10-Q Filed by Digital Insight	5/15/2001
10.46+	Homestead Technologies Inc. 2006 Equity Incentive Plan, as amended		S-8	1/10/2008
10.47+	Form of Stock Option Agreement and Option Grant Notice under Homestead Technologies Inc. 2006 Equity Incentive Plan		S-8	1/10/2008
10.48+	Form of Homestead Technologies Inc. 2006 Equity Incentive Plan Award Agreement for Restricted Stock Units		S-8	1/10/2008
10.49+	Form of Intuit Inc. Stock Option Assumption Agreement		S-8	2/9/2007
10.50+	Forms of Restricted Stock Unit Agreements: Intuit Inc. MSPP Matching Award Agreement; Intuit Inc. Performance-Based Vesting Agreement; Homestead Technologies Inc. Service-Based Vesting Agreement; and Intuit Inc. Service-Based Vesting Agreement		10-Q	12/4/2008
10.51+	PayCycle, Inc. 1999 Equity Incentive Plan, as amended, effective November 1, 1999.		S-8	8/5/2009
10.52+	Form of Intuit Inc. Stock Option Assumption Agreement		S-8	8/5/2009
10.53+	Form of PayCycle, Inc. 1999 Equity Incentive Plan Stock Option Agreement		S-8	8/5/2009
10.54+	Mint Software Inc. Third Amended and Restated 2006 Stock Plan		S-8 333-163145	11/17/2009
10.55+	Form of Stock Option Agreement under the Mint Software Inc. Third Amended and Restated 2006 Stock Plan — Early Exercise		S-8 333-163145	11/17/2009
10.56+	Form of Stock Option Agreement under the Mint Software Inc. Third Amended and Restated 2006 Stock Plan — No Early Exercise		S-8 333-163145	11/17/2009
10.57+	Demandforce, Inc. 2007 Equity Incentive Plan, as amended		S-8 333-181732	5/29/2012
10.58+	Form of Stock Option Agreement under the Demandforce, Inc. 2007 Equity Incentive Plan		S-8 333-181732	5/29/2012
10.59+	Form of Demandforce, Inc. 2007 Equity Incentive Plan Award Agreement for Restricted Stock Unit		S-8 333-181732	5/29/2012
10.60+	Form of Executive Promotion/New Hire Stock Option Agreement		10-K	9/12/2008

Exhibit Number	Exhibit Description	Filed Herewith	Incorporated by Reference Form/File No.	Date
10.61+	Form of Executive Restricted Stock Unit Agreement (performance vesting)		10-K	9/12/2008
10.62+	Intuit Executive Relocation Policy		10-K	9/15/2009
10.63+	Intuit Inc. 2005 Executive Deferred Compensation Plan, effective January 1, 2005		10-Q	12/10/2004
10.64+	Intuit Inc. Employee Stock Purchase Plan, as amended through January 19, 2012		S-8 333-179110	1/20/2012
10.65+	Intuit 1996 Directors Stock Option Plan and forms of Agreement, as amended by the Board on January 30, 2003		10-Q	2/28/2003
10.66+	Intuit Inc. Performance Incentive Plan for Fiscal Year 2012		8-K	7/22/2011
10.67+	Intuit Inc. Performance Incentive Plan for Fiscal Year 2013		8-K	7/27/2012
10.68+	Intuit Inc. Performance Incentive Plan for Fiscal Year 2014	X		
10.69+	Intuit Executive Deferred Compensation Plan, effective March 15, 2002		10-Q	5/31/2002
10.70+	Intuit Senior Executive Incentive Plan adopted on October 23, 2007		8-K	12/17/2007
10.71+	Intuit Senior Executive Incentive Plan amended and restated effective August 1, 2012 and approved by stockholders on January 17, 2013	X		
10.72+	Form of Indemnification Agreement entered into by Intuit with each of its directors and certain officers		10-K	9/25/2002
10.73+	Employment offer letter between Intuit Inc. and Laura A. Fennell, dated March 31, 2004		10-Q	12/1/2011
10.74+	Form of Amended and Restated Employment Agreement dated December 1, 2008 between Intuit Inc. and Kiran M. Patel		8-K	12/2/2009
10.75+	Amendment dated December 1, 2008 to Letter Regarding Terms of Employment by and between Intuit Inc. and Mr. R. Neil Williams dated November 2, 2007		10-Q	12/4/2008
10.76+	Letter Regarding Terms of Employment by and between Intuit Inc. and Dan Maurer dated November 16, 2005, Promotion Memo dated January 16, 2008 and Amendment dated December 1, 2008		10-Q	12/6/2010
10.77+	Employment memo dated July 23, 20013 to Daniel Maurer	X		
10.78+	Employment offer letter between Intuit Inc. and Sasan Goodarzi dated June 24, 2011 and Employment memo dated July 23, 2013 to Sasan Goodarzi	X		
10.79+	Employment offer letter between Intuit Inc. and Daniel Wernikoff dated February 12, 2003	X		
10.80+	Amendment dated December 1, 2008 to Letter Regarding Terms of Employment by and between Intuit Inc. and Mr. Brad D. Smith dated October 1, 2007		10-Q	12/4/2008
10.81+	Letter Regarding Terms of Employment by and between Intuit Inc. and Mr. Brad D. Smith, dated October 1, 2007		8-K	10/5/2007
10.82+	Letter Regarding Terms of Employment by and between Intuit Inc. and Mr. R. Neil Williams, dated November 2, 2007		8-K	11/8/2007

Exhibit Number	Exhibit Description	Filed Herewith	Incorporated by Reference Form/File No.	Date
10.83+	Employment Agreement dated September 2, 2005 between Intuit and Kiran Patel		8-K	9/8/2005
10.84+	Director Compensation Agreement between Intuit and Dennis D. Powell, dated February 11, 2004		10-Q	6/14/2004
10.85	Amended and Restated Agreement and Plan of Merger by and among Intuit, Digital Insight Corporation, Fandango Holdings Corporation and Fandango Merger Corp. dated as of July 31, 2013	X		
10.86	Five Year Credit Agreement dated as of March 22, 2007, by and among Intuit, the Lenders parties thereto, JPMorgan Chase Bank, N.A., as syndication agent, and Citicorp USA, Inc., as administrative agent		8-K	3/22/2007
10.87	Five Year Credit Agreement dated as of February 17, 2012, by and among Intuit Inc., the Lenders parties thereto, JPMorgan Chase Bank, N.A. as administrative agent, U.S. Bank National Association and Wells Fargo Bank, National Association, as co-syndication agents, and Union Bank, N.A. as documentation agent		10-Q	2/29/2012
10.88	Free On-Line Electronic Tax Filing Agreement Amendment, effective as of October 30, 2005 between the Internal Revenue Service and the Free File Alliance, LLC		10-Q	12/5/2005
10.89	Free On-Line Electronic Tax Filing Agreement Amendment dated November 5, 2009 between the Internal Revenue Service and the Free File Alliance, LLC		10-Q	12/4/2009
10.90#	Master Services Agreement between Intuit and Arvato Services, Inc., dated May 28, 2003		10-K	9/19/2003
10.91	Second Amendment to Master Service Agreement between Intuit and Arvato Services, Inc., effective May 29, 2007		10-K	9/14/2007
10.92#	Amendment 3 to Master Services Agreement between Intuit and Arvato Services, Inc., effective April 1, 2008		10-Q	5/30/2008
10.93#	Amendment 5 to the Master Services Agreement between Intuit and Arvato Digital Services LLC effective August 19, 2010		10-Q	12/6/2010
10.94#	Lease, dated as of March 28, 2005, made by and between Kilroy Realty, L.P. and Intuit Inc. for property located on Torrey Santa Fe Road, San Diego		10-Q	6/7/2005
10.95	First Amendment to Lease, dated as of March 31, 2006, by and between Intuit and Kilroy Realty, L.P. for property in San Diego, California		10-Q	6/9/2006
10.96	Lease Expiration Advancement Agreement effective July 31, 2003 between Intuit and Charleston Properties for 2475, 2500, 2525, 2535 and 2550 Garcia Avenue and 2650, 2675, 2700 and 2750 Coast Avenue, Mountain View, CA		10-K	9/19/2003
10.97	Lease Agreement dated as of July 31, 2003 between Intuit and Charleston Properties for 2475, 2500, 2525, 2535 and 2550 Garcia Avenue, Mountain View, CA		10-K	9/19/2003
10.98	Lease Agreement dated as of July 31, 2003 between Intuit and Charleston Properties for 2650, 2675, 2700 and 2750 Coast Avenue and 2600 Casey Avenue, Mountain View, California		10-K	9/19/2003
10.99	Lease Agreement dated as of March 29, 1999 between Intuit and various parties as Landlord for 2632 Marine Way, Mountain View, California		10-K	10/13/2001
10.100#	Second Amendment to Lease Agreement Phase 1, effective January 1, 2011, between Intuit Inc. and Charleston Properties		10-Q	3/1/2011

Exhibit Number	Exhibit Description	Filed Herewith	Incorporated by Reference Form/File No.	Date
10.101#	Third Amendment to Lease Agreement Phase 2, effective January 1, 2011, between Intuit Inc. and Charleston Properties		10-Q	3/1/2011
21.01	List of Intuit's Subsidiaries	X		
23.01	Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm	X		
24.01	Power of Attorney (see signature page)	X		
31.01	Certification of Chief Executive Officer	X		
31.02	Certification of Chief Financial Officer	X		
32.01*	Section 1350 Certification (Chief Executive Officer)	X		
32.02*	Section 1350 Certification (Chief Financial Officer)	X		
101.INS	XBRL Instance Document	X		
101.SCH	XBRL Taxonomy Extension Schema	X		
101.CAL	XBRL Taxonomy Extension Calculation Linkbase	X		
101.LAB	XBRL Taxonomy Extension Label Linkbase	X		
101.PRE	XBRL Taxonomy Extension Presentation Linkbase	X		
101.DEF	XBRL Taxonomy Extension Definition Linkbase	X		

+ Indicates a management contract or compensatory plan or arrangement.

We have requested confidential treatment for certain portions of this document pursuant to an application for confidential treatment sent to the Securities and Exchange Commission (SEC). We omitted such portions from this filing and filed them separately with the SEC.

* This certification is not deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, or otherwise subject to the liability of that section. Such certification will not be deemed to be incorporated by reference into any filing under the Securities Act of 1933 or the Securities Exchange Act of 1934, except to the extent that Intuit specifically incorporates it by reference.

Exhibit 10.21

Revised 6/03/2013

Award No. ***

INTUIT INC. AMENDED AND RESTATED 2005 EQUITY INCENTIVE PLAN GRANT AGREEMENT
Non-Qualified Stock Option
New Hire, Promotion, Retention or Focal Grant

Intuit Inc., a Delaware corporation (the "Company"), hereby grants you a stock option ("Option"), pursuant to the Company's Amended and Restated 2005 Equity Incentive Plan (the "Plan"), to purchase shares of the Company's Common Stock, $0.01 par value per share ("Common Stock"), as described below. This Option is subject to all of the terms and conditions of the Plan, which is incorporated into this Agreement by reference. If there is any discrepancy, conflict or omission between this Agreement and the provisions of the Plan, the provisions of the Plan shall apply. All capitalized terms in this Agreement that are not defined in the Agreement have the meanings given to them in the Plan.

Name of Participant: ***
Number of Shares: ***
Exercise Price Per Share: ***
Date of Grant: ***
First Vesting Date: ***
Expiration Date: ***

***** The above information is as shown in the Stock Options section of your Morgan Stanley Benefit Access website.**

Vesting Schedule: So long as you are providing services to the Company, 33 1/3% of the Shares will vest on the First Vesting Date; then 2.778% of the Shares will vest on each monthly anniversary of the first Vesting Date until 100% vested.

On your Termination, this Option will either cease to vest or, if you have been actively employed by the Company for one year or more and become Disabled or die as provided in Section 5.6 of the Plan, accelerate in full. Vesting may also be suspended in accordance with Company policies, as described in Sections 5.3 and 5.6 of the Plan.

To exercise this Option, you must follow the exercise procedures established by the Company, as described in Section 5.5 of the Plan. This Option may be exercised only with respect to vested Shares. Payment of the Exercise Price for the Shares may be made in cash (by check) and/or, if a public market exists for the Company's Common Stock, by means of a Same-Day-Sale Commitment or Margin Commitment from you and an NASD Dealer (as described in Section 10.1 of the Plan). Upon exercise of this Option, you understand that the Company may be required to withhold taxes.

Subject to the exercise procedures established by the Company, the last day this Option may be exercised is seven years from the Date of Grant which is the Expiration Date. If your Termination Date occurs before the Expiration Date, this Option will expire as to all unvested Shares subject to the Option on your Termination Date. Following your Termination Date, this Option may be exercised with respect to vested Shares during the post-termination exercise period as provided in Section 5.6 of the Plan. To the extent this Option is not exercised before the end of the post-termination exercise period, in accordance with the exercise procedures established by the Company, the Option will expire as to all Shares remaining subject thereto.

This Agreement (including the Plan, which is incorporated by reference) constitutes the entire agreement between you and the Company with respect to this Option, and supersedes all prior agreements or promises with respect to the Option. Except as provided in the Plan, this Agreement may be amended only by a written document signed by the Company and you. 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 Section 13 of the Plan, this Agreement shall be binding on your permitted successors and assigns (including heirs, executors, administrators and legal representatives). All notices required under this Agreement or the Plan must be mailed or hand-delivered, (1) in the case of the Company, to the Company at its address set forth in this Agreement, or at such other address designated in writing by the Company to you, and (2) in the case of you, at the address recorded in the books and records of the Company as your then current home address.

Additional information about the Plan and this Option (including certain tax consequences of exercising the Option and disposing of the Shares) is contained in the Prospectus for the Plan. A copy of the Prospectus accompanies this Grant Agreement and is available on the stock options pages of the Intuit intranet web site or by calling Stock Administration, at (650) 944-6000.

The Company has signed this Option Agreement effective as the Date of Grant.

INTUIT INC.
2632 Marine Way
Mountain View, California 94043

By:
Brad D. Smith, President and
Chief Executive Officer

EXHIBIT 10.68

INTUIT INC. PERFORMANCE INCENTIVE PLAN
FOR FISCAL YEAR 2014

1. **Overview:** Intuit Inc.'s Performance Incentive Plan ("IPI") is a program under which Intuit Inc. ("Intuit") pays discretionary cash bonus awards to select employees located in the United States of America. Bonus awards under the IPI are paid annually. The amount of a bonus award is based upon the employee's bonus target, Intuit's performance during the fiscal year and the employee's performance during the fiscal year. The IPI is intended to provide employees with "performance-based compensation" within the meaning of Section 409A of the Internal Revenue Code ("Code").

2. **Purposes**: The IPI is a component of Intuit's overall strategy to pay its employees for performance. The purposes of IPI are to: (i) attract and retain top performing employees; (ii) motivate employees by tying compensation to Intuit's performance; and (iii) reward exceptional individual performance that supports overall Intuit objectives.

3. **Effective Date**: The terms of this IPI document will be applicable to bonuses for services during Intuit's 2014 fiscal year that begins August 1, 2013 and ends on July 31, 2014 ("Fiscal Year").

4. **Eligibility**: All U.S. employees of Intuit are eligible to participate in the IPI for the Fiscal Year, except for employees who (i) are classified as seasonal employees, (ii) are classified as interns/project employees, (iii) participate in Intuit's Senior Executive Incentive Plan, unless such employee is specifically approved by the Compensation and Organizational Development Committee ("Compensation Committee") also to participate in the IPI, (iv) participate in other Intuit incentive compensation plans that specifically exclude an employee's participation in the IPI, including, but not limited to, Intuit's sales incentive compensation plans and contact center incentive compensation plans, (v) participate in an incentive compensation plan sponsored by Intuit or an Intuit subsidiary for international employees that is designed to provide a cash incentive benefit to such employees comparable to or in lieu of the IPI, (vi) work for Intuit on a purely commission basis, (vii) participate in the Performance Incentive Plan for Employees of International Subsidiaries of Intuit Inc., (viii) commence employment pursuant to an offer letter which excludes participation in the IPI, (ix) as otherwise determined by the Compensation Committee at any time in its sole discretion, or (x) as otherwise determined under Paragraph 9 of the IPI. Those employees who are determined to be eligible for bonus awards under the IPI are called "Participants". Participants in the IPI (other than Senior Officers, which term means the Chief Financial Officer, any Executive Vice President or Senior Vice President, the Vice President of Internal Audit and any other officer who is a Section 16 officer or any other officer who reports to the President and Chief Executive Officer) are not eligible to simultaneously participate in any other bonus or cash incentive plan, unless the Senior Vice President of Human Resources or his/her delegate otherwise specifically approves such participation. Senior Officers who are Participants in the IPI are not eligible to simultaneously participate in any other bonus or cash incentive plan, unless the Compensation Committee otherwise specifically approves such participation. An employee must commence employment or otherwise become eligible to participate in the IPI no later than April 1, 2014 to be eligible for a bonus award under the IPI for the Fiscal Year. Being a Participant does not

entitle the individual to receive a bonus award. Bonus awards are payable to Participants who meet the criteria set forth in Paragraph 6 below.

5. **Plan Year**: The IPI operates on a fiscal year basis, August 1, 2013 through July 31, 2014.

6. **Bonus Awards**: Bonus awards are discretionary payments. A Participant must be an active employee in good standing and on Intuit's or an Intuit subsidiary's payroll on the day the bonus award is paid following the completion of the Fiscal Year to receive a bonus payment. A Participant who is not actively employed and on the payroll of Intuit or an Intuit subsidiary for any reason on the date a bonus award for the Fiscal Year is paid is not entitled to a partial or pro rata bonus award. Intuit may make exceptions in its sole discretion, provided, however, any such exception must be made by the Compensation Committee or its delegate. There is no minimum award or guaranteed payment. A bonus award is calculated at the discretion of the Compensation Committee after considering Intuit's performance, the Participant's bonus target and performance for the Fiscal Year and the bonus pool has been determined and made available for bonus awards under the IPI for the Fiscal Year.

   a. **Bonus Targets**:

      i. For each Participant who is paid an annual salary, his or her bonus target shall be established as a percentage of the Participant's annual base salary. For each Participant who is paid on an hourly basis, his or her bonus target shall be established as a percentage of the Participant's projected annual hourly pay based on the number of hours that the Participant is expected to work. A Participant who is not a Participant for the entire Fiscal Year may have his or her bonus target calculated with respect to a portion of his or her annual base salary or projected annual hourly pay for the Fiscal Year.

      ii. When an employee becomes a Participant, he or she shall be advised of his or her bonus target for the Fiscal Year.

      iii. Following the beginning of the Fiscal Year, each Participant shall be advised of his or her bonus target by the executive leader of the Participant's business or functional unit or the executive leader's designee.

      iv. The Compensation Committee shall establish individual bonus targets for Senior Officers who are Participants. The President and Chief Executive Officer may establish individual bonus targets for other officers who are Participants. Bonus targets for other employees whose bonus targets are not established by the Compensation Committee or the President and Chief Executive Officer shall be established by the Senior Vice President of Human Resources or his/her delegate in consultation with Intuit's President and Chief Executive Officer.

      v. A Participant's bonus target for the Fiscal Year may be determined based upon a variety of factors, including but not limited to, Intuit's corporate and financial goals, his or her base salary or base pay, position or level. A bonus target does not guarantee that a bonus award will be made or, if a bonus award is made, that it will be made at the target rate.

b. **Determination of a Bonus Award Amount**

i. The amount of a bonus award to a Participant who is a Senior Officer shall be determined by the Compensation Committee, in consultation with Intuit's President and Chief Executive Officer. The amount of a bonus award to a Participant who is not a Senior Officer shall be determined by the executive leader of the Participant's business unit or functional group and Intuit's President and Chief Executive Officer in consultation with the Participant's direct manager and the Senior Vice President of Human Resources or his/her delegate.

ii. A Participant's bonus award shall be linked to an assessment of Intuit's achievement of corporate and financial goals and the Participant's total job performance for the Fiscal Year. Factors that may be considered, include but are not limited to, what the Participant does to advance Intuit's success and how the Participant does it, especially leadership, balance of short-term actions with long-term goals, resource allocation and maintenance by the Participant of focus on Intuit while prioritizing the needs of customers, employees and stockholders.

iii. There is neither a minimum nor maximum amount of a bonus award that may be paid to a Participant for the Fiscal Year. Subject to the terms and conditions of Section 6, at Intuit's discretion, a bonus award amount may be prorated based on the length of a Participant's service or other factors, provided, however, that decisions relating to Senior Officers must be made by the Compensation Committee.

iv. Any bonus award paid to a Participant is subject to all applicable taxes and withholding.

c. **When Bonus Awards are Paid**: The timing for payment of a bonus award shall be determined by the Senior Vice President of Human Resources or his/her delegate in consultation with Intuit's President and Chief Executive Officer and other senior management. A Participant has no right to a bonus award or any portion of a bonus award until it is paid. Notwithstanding the foregoing, in the event of an administrative error in the calculation or payment of a bonus award to a Participant, Intuit reserves the right to seek recovery from a Participant of an erroneously paid excessive bonus amount. Once a bonus award is no longer subject to a "substantial risk of forfeiture" (as determined pursuant to regulations and/or other guidance promulgated under Section 409A of the Code), then it shall be paid not later than the later of: (i) 2½ months after the end of Intuit's first taxable year when the bonus award is no longer subject to such "substantial risk of forfeiture", or (ii) 2½ months after the end of such Participant's first taxable year when the bonus award is no longer subject to such "substantial risk of forfeiture"; unless a later date is established by Intuit, or Intuit permits the Participant to designate a later date, in either case only as permitted under Section 409A of the Code.

7. **Unfunded**: The IPI is not funded. Bonus awards, if any, shall be made from the general assets of Intuit. The Compensation Committee shall determine in its sole discretion the amount of funds that shall be made available for bonus awards under the IPI based on Intuit's performance for the Fiscal Year, but which may not in any event exceed 150% of the bonus targets for all Participants, calculated on an aggregate, company-wide basis. Intuit's performance for this purpose may be measured in a number of ways, including but not limited

to: financial measures, such as revenue and operating income; qualitative measures, such as accomplishments to position Intuit for the future; the year's market conditions; stockholder returns; and progress of Intuit's business model. Intuit shall have no obligation to pay any bonus awards under the IPI simply because the Compensation Committee has determined that a certain sum has been made available from which to pay bonus awards.

8. **Amendment**: The Compensation Committee has the authority to terminate, change, modify or amend the provisions of the IPI at any time in its sole discretion, including during or after the Fiscal Year. Notwithstanding the foregoing, Intuit's President and Chief Executive Officer, Chief Financial Officer and Senior Vice President of Human Resources each individually, has the authority to make amendments to the IPI that do not significantly increase the cost of the IPI and which in such individual's determination (i) clarify the terms of the IPI; (ii) assist in the administration of the IPI; (iii) are necessary or advisable for the IPI to comply with applicable law; or (iv) are necessary or advisable for the IPI to provide "performance-based compensation" within the meaning of Code Section 409A.

9. **Administration and Discretion**: Except as otherwise required for Senior Officers under the Charter of the Compensation Committee or as otherwise expressly provided in the IPI, Intuit's President and Chief Executive Officer and the Senior Vice President of Human Resources or his/her delegate each have the discretion to: (a) adopt such rules, regulations, agreements and instruments as deemed necessary to administer the IPI; (b) interpret the terms of the IPI; (c) determine an employee's eligibility under the IPI; (d) determine whether a Participant is to receive a bonus award under the IPI; (e) determine the amount of any bonus award to a Participant, if any; (f) determine when a bonus award is to be paid to a Participant and whether any such bonus award should be prorated based on the Participant's service or other factors; (g) determine whether a bonus award will be made in replacement of or as an alternative to any other incentive or compensation plan of Intuit or of an acquired business unit or corporation; (h) grant waivers of IPI standard procedures and policies; (i) correct any defect, supply any omission, or reconcile any inconsistency in the IPI, any bonus award or any notice to Participants or a Participant regarding bonus awards; and (j) take any and all other actions as deemed necessary or advisable for the proper administration of the IPI.

10. **Participation Provides No Guarantee of Employment**: Employment at Intuit is at-will and participation in the IPI in no way constitutes an employment contract conferring either a right or obligation of continued employment.

11. **Governing Law**: The IPI will be governed by and construed in accordance with the laws of the State of California, without regard to choice of law principles of California or other jurisdictions. Any action, suit, or proceeding relating to the IPI or any bonus award target or bonus award granted under the IPI shall be brought in the state or federal courts of competent jurisdiction in Santa Clara County in the State of California.

Approved by the
Compensation and Organizational Development Committee
On July 23, 2013

Exhibit 10.71

INTUIT INC.
SENIOR EXECUTIVE INCENTIVE PLAN
As Adopted by the Compensation Committee of the Board on October 23, 2007
Approved by Stockholders on December 14, 2007
Amended and Restated by the Compensation Committee effective August 1, 2012
Approved by Stockholders on January 17, 2013

1. Purposes

The Intuit Inc. Senior Executive Incentive Plan is a component of Intuit's overall strategy to pay its employees for performance. The purposes of this Plan are to: (A) motivate senior executives by tying their compensation to performance; (B) reward exceptional performance that supports overall Intuit objectives; and (C) attract and retain top performing employees.

2. Definitions

A. “Award” means any cash incentive payment made under the Plan.

B. “Code” means the Internal Revenue Code of 1986, as amended.

C. “Committee” means the Compensation Committee of Intuit's Board of Directors, or such other committee designated by that Board of Directors, which is authorized to administer the Plan under Section 3 hereof. The Committee shall be comprised solely of directors who are outside directors under Code Section 162(m).

D. “Intuit” means Intuit Inc. and any corporation or other business entity of which Intuit (i) directly or indirectly has an ownership interest of 50% or more, or (ii) has a right to elect or appoint 50% or more of the board of directors or other governing body.

E. “Senior Executive” means an Intuit employee who holds a position with the title of Senior Vice President or above.

F. “Participant” means any Senior Executive to whom an Award is granted under the Plan.

G. “Plan” means this Plan, which shall be known as the Intuit Senior Executive Incentive Plan.

3. Administration

A. The Plan shall be administered by the Committee. The Committee shall have the authority to:

(i) interpret and determine all questions of policy and expediency pertaining to the Plan;

(ii) adopt such rules, regulations, agreements and instruments as it deems necessary for its proper administration;

(iii) select Senior Executives to receive Awards;

(iv) determine the terms of Awards consistent with this Plan document;

(v) determine amounts subject to Awards (within the limits prescribed in the Plan);

(vi) determine whether Awards will be granted in replacement of or as alternatives to any other incentive or compensation plan of Intuit or an acquired business unit;

(vii) grant waivers of Plan or Award conditions (but with respect to Awards intended to qualify under Code Section 162(m), only as permitted under that Section);

(viii) accelerate the payment of Awards (but with respect to Awards intended to qualify under Code Section 162(m), only as permitted under that Section);

(ix) correct any defect, supply any omission, or reconcile any inconsistency in the Plan, any Award or any Award notice;

(x) take any and all other actions it deems necessary or advisable for the proper administration of the Plan;

(xi) adopt such Plan procedures, regulations, subplans and the like as it deems are necessary to enable Senior Executives to receive Awards; and

(xii) amend the Plan at any time and from time to time, provided however that no amendment to the Plan shall be effective unless approved by Intuit's stockholders, to the extent such stockholder approval is required under Code Section 162(m) with respect to Awards which are intended to qualify under that Section.

B. The Committee may delegate its authority to grant and administer Awards to a separate committee; however, only the Committee may grant and administer Awards which are intended to qualify as performance-based compensation under Code Section 162(m).

4. Eligibility

Only Senior Executives designated by the Committee as eligible may become Participants in the Plan.

5. Performance Goals

A. The Committee shall establish performance goals applicable to a particular fiscal year (or performance period) prior to its start, provided, however, that such goals may be established after the start of the fiscal year (or performance period) but while the outcome of the performance goal is substantially uncertain if such a method of establishing performance goals is permitted under proposed or final regulations issued under Code Section 162(m).

B. Each performance goal applicable to a fiscal year (or performance period) shall be one or more of the following performance criteria, either individually, alternatively or in any combination, applied to either Intuit as a whole or to a business unit, division, business segment or function or subsidiary, either individually, alternatively or in any combination, and measured on an absolute basis or relative to a pre-established target, to previous years' results or to a designated comparison group, in each case as specified by the Committee:

- Net income
- Stockholder return
- Earnings per share
- Revenue
- Return on investment
- Revenue growth
- Operating income
- Operating income growth
- Market share
- Strategic positioning
- Return on net assets programs
- Return on equity
- Cash flow
- New product releases
- Employee productivity and satisfaction metrics

C. The Committee shall determine the target level of performance that must be achieved with respect to each criterion that is identified in a performance goal in order for a performance goal to be treated as attained.

D. The Committee shall base performance goals on one or more of the foregoing business criteria. In the event performance goals are based on more than one business criterion, the Committee may determine to make Awards upon attainment of the performance goal relating to any one or more of such criteria, provided the performance goals, when established, are stated as alternatives to one another at the time the performance goal is established.

E. As soon as reasonably practicable following the conclusion of each fiscal year (or performance period), the Committee shall certify, in writing, if and the extent to which the performance goal or goals have been satisfied as and to the extent required by Code Section 162(m).

6. Awards

A. During any Intuit fiscal year, no Participant shall receive an Award of more than $5,000,000.

B. The Committee, in its discretion, may reduce or eliminate a Participant's Award at any time before it is paid, whether or not calculated on the basis of pre-established performance goals or formulas.

C. Except as expressly provided herein, the payment of an Award requires that the Participant be an active employee and on Intuit's payroll on the day the Award is paid to receive any portion of the Award. The Committee may make exceptions to the foregoing requirement in the case of death or disability, or in the case of a corporate change in control as determined by the Committee in its sole discretion. In addition, a Participant whose employment is governed by an employment agreement and whose employment is terminated by Intuit without "Cause," or who resigns for "Good Reason," or in an "Involuntary Termination" (as such terms, or their equivalents, are defined in the Participant's employment agreement), shall be permitted to continue participating in the Plan through the end of the then-current fiscal year, and shall be eligible to receive an Award based on the actual level of achievement of the applicable performance goals for such year, prorated to take into account the portion of such fiscal year during which the Participant was an active employee and in all events subject to the provisions of Section 6.B above.

D. Awards shall be paid no later than the first March 15 following the end of the fiscal year in which occurred the performance for which the Award is being paid.

E. Intuit shall withhold all applicable federal, state, local and foreign taxes required by law to be paid or withheld relating to the receipt or payment of any Award.

7. General

A. The Plan, as amended and restated hereby, is effective as of August 1, 2012. Absent any future amendment to the Plan that changes the material terms of the performance goal(s) set forth herein, in the event that the Plan receives the approval of the Company's stockholders at the first Annual General Meeting of Stockholders held after the Company's fiscal year ending in 2012, the Plan shall not require further approval by the Company's stockholders for purposes of Section 162(m)(3)(C)(ii) of the Code or any succeeding provision, with respect to Awards earned in respect of fiscal years through and including the Company's fiscal year ending in 2017.

B. Any rights of a Participant under the Plan shall not be assignable by such Participant, by operation of law or otherwise, except by will or the laws of descent and distribution. No Participant may create a lien on any funds or rights to which he or she may have an interest under the Plan, or which is held by Intuit for the account of the Participant under the Plan.

C. Participation in the Plan shall not give any Senior Executive any right to remain in Intuit's employ. Further, the adoption of this Plan shall not be deemed to give any Senior Executive or other individual the right to be selected as a Participant or to be granted an Award.

D. To the extent any person acquires a right to receive payments from Intuit under this Plan, such rights shall be no greater than the rights of an unsecured creditor of Intuit's.

E. The Plan shall be governed by and construed in accordance with the laws of the State of California.

F. The Board may amend or terminate the Plan (i) at any time and for any reason subject to stockholder approval and (ii) at any time and for any reason if and to the extent the Plan's qualification under Code Section 162(m) would not be adversely affected.

END OF PLAN DOCUMENT

Exhibit 10.77

To: Dan Maurer, SVP and GM, Small Business Management Solutions
From: Brad Smith, President and CEO, Intuit Inc. /s/ BDS
Date: July 23, 2013
Re: Commuting and Relocation Allowance

In your new role as SVP and GM of the Small Business Management Solutions group based in Mountain View, California, we appreciate that you will be required to incur additional expenses for travel and accommodations. We understand that it is inconvenient to relocate your family at this time and therefore you will maintain your home in San Diego, California while performing this new job. In order to offset those additional costs, the company will provide you with an expense allowance for those costs that you incur during the company's 2014 fiscal year. This amount will be $240,000.

This amount will be paid to you in four installments during the course of the year. A payment in the amount of $60,000 will be made in each of the months of August 2013, November 2013, February 2014 and May 2014, provided that you are continuing to act in this role at the time of payment. These amounts will be treated as taxable income to you. The company will expect you to cover the costs of transportation between your home and your primary job location as well as accommodations and local transportation close to your primary job location while you are away from home out of this amount. Other than this amount, the company will not reimburse you for any expenses of this type that you incur during the company's 2014 fiscal year, except that if for any reason you cease to act in this role during the fiscal year (other than on account of your voluntary departure), the company will pay for the cost of any housing lease for any period for which you have not yet received an installment through July 31, 2014. The company will evaluate during the 2014 fiscal year whether or not to continue this allowance in a future fiscal year.

In addition, since we understand that you are still evaluating relocation of your home to Mountain View, we want to assure you that we will make the benefits under Intuit's relocation programs available to you through August 1, 2014. This includes those benefits described under the Intuit Relocation Policy, the company's home sale assistance policy, and the company's home purchase benefit policy. We understand that materials describing these policies have already been provided to you.

We wish to reiterate how much the company appreciates your willingness to take on these new responsibilities despite the personal sacrifices that they require from you and your family. We hope that assisting you financially with these additional expenses makes those sacrifices easier to shoulder.

Exhibit 10.78

Intuit
P.O. Box 7850
Mountain View, CA 94039

June 24, 2011

Sasan Goodarzi

Dear Sasan

I know I share the sentiments of the whole Intuit team, when I say it is a pleasure to welcome you back. I am pleased to have the opportunity to extend to you this formal offer of employment to rejoin us in the position of Senior Vice President, Chief Information Officer in Mountain View, California reporting directly to me. You will be expected to devote your full working time and attention to the business of Intuit. The terms of our offer are as follows:

START DATE
We anticipate that your first day of employment, called your Start Date, will be July 18, 2011.

BASE COMPENSATION
For your services, you will be paid an annual base salary of $540,000, payable in bi-weekly installments and in accordance with Intuit's standard payroll practices.

ANNUAL PERFORMANCE BONUS ELIGIBILITY
You will be eligible to participate in Intuit's Performance Incentive Plan ("IPI"), a cash Incentive compensation program. Your target percentage under the IPI will be 65% of your base salary. Payouts under the IPI are tied to the achievements of Intuit and individual performance and are made to individual performance and are made to individuals who are employed on the date the IPI payment is made. You will be eligible to participate in IPI for Intuit's 2012 fiscal year, which begins August 1, 2011 and ends July 31, 2012. The actual amount of your IPI award will be determined in accordance with the terms and conditions outlined in the IPI plan document for Intuit's 2012 fiscal year. IPI payments are made after reduction for required and customary income and payroll tax withholdings.

NONQUALIFIED DEFERRED COMPENSATION PLAN AND MANAGEMENT STOCK PURCHASE PROGRAM
Following your Start Date you are eligible to enroll in the Intuit Inc. Executive Deferred Compensation Plan (the "NQDCP") and in the Management Stock Purchase Program (the "MSPP"). The NQDCP allows you to defer a portion of your annual base salary and/or bonus. Deferrals occur pre-tax and are credited to your account under the NQDCP. In accordance with the terms and conditions of the NQDCO and the Internal Revenue Code, you will be able to elect to have your contributions credited with earnings pursuant to the investment alternatives offered under the NQDCP and elect when to take distribution of this contribution and any earnings credited thereon. The MSPP allows you to defer up to 15% of your annual bonus. This deferral will be converted into Restricted Stock Units (referred to as "Stock Units" or "SUs") based on the fair market value of Intuit's common stock on the date such bonus is awarded. Intuit

will grant an additional Stock Unit for every Stock Unit Purchased through such deferral, up to set maximums. The Stock Units granted pursuant to the MSPP will be issued under Intuit's 2005 Equity Incentive Plan, in accordance with the terms and conditions set forth therein.

EQUITY

Subject to approval by the Compensation and Organizational Development Committee of Intuit's Board of Directors or its designee, you will be granted a nonqualified stock option to purchase 90,000 shares of Common Stock of Intuit Inc. These options will be granted to you on the seventh business day of the month following the month of your Start Date. The exercise price per share will be equal to the closing price of Intuit's Common Stock on NASDAQ on the date of grant. If, however, that is not a trading day, the exercise price per share will be the closing price on the last trading day preceding the date of the grant. The options will be subject to the terms of your Stock Option Agreement and the Intuit Inc. 2005 Equity Incentive Plan. The options will vest over three years with 33-1/3% of the option shares vesting on the one-year anniversary of your Start Date, and an additional 2.778% of the option shares vesting monthly thereafter for the next two years, provided you remain employed by Intuit through such vesting dates. The option will have a maximum term of seven years.

Additionally, subject to approval by the Compensation and Organization Development Committee or its designee, you will be granted 40,000 Stock Units. These Stock Units will be granted to you on the seventh business day of the month following the month of your Start Date.

- 10,000 of these RSUs will vest based on your continuous service to the Company (the “Time-Based RSUs”). You will vest in 33.3% of these Time-Based RSUs in 2012 on the first day of the month of the grant date, another 33.3% in 2013 on the first day of the month of the grant date and the final 33.3% of Time-Based RSUs in 2014 on the first day of the month of the grant date, provided you remain continually employed by Intuit through such vesting dates. The remaining 30,000 Stock Units shall be comprised of two separate grants of Stock Units with performance-based vesting criteria determined by the Compensation and Organization Development Committee or its designees (the “Performance-based RSUs”). The Performance-based RSUs will only become vested if you remain continually employed by Intuit through the end of a three-year performance period or such later date, in each case, established by the Compensation and Organization Development Committee or its designee for the awards and the Company achieves certain “Performance Hurdles” established by the Compensation and Organization Development Committee or its designee for the awards for the applicable performance period. Of the Performance-based RSUs, an award with a target amount equal to 15,000 Stock Units shall be subject to Performance Hurdles based upon Intuit's revenue and/or operating income during the performance period. The other Performance-based RSU award shall also have a target amount equal to 15,000 Stock Units and shall be subject to Performance Hurdles based upon Intuits relative total shareholder return performance during the performance period. In each case, the Performance Hurdles (and related performance periods) shall be identical to the Performance Hurdles established by the Compensation and Organization Development Committee for Intuit's executive officers generally at its July 2011 meeting.

In addition to the above, your RSUs and the issuance of the underlying Intuit Inc. Common Stock will be subject to the terms and conditions of your Stock Unit Agreements and the Intuit Inc. 2005 Equity Incentive Plan.

OUTSIDE BUSINESS ACTIVITIES

You will not, without my prior approval, render services to any other business or directly or indirectly engage or participate in any business that is competitive in any manner with the business of Intuit.

PERFORMANCE/SALARY REVIEWS
Performance and salary reviews are conducted at least once per fiscal year and usually occur following the close of Intuit's fiscal year.

EXECUTIVE STOCK OWNERSHIP REQUIREMENT
As an SVP at Intuit, you will be subject to the Executive Stock Ownership requirements, as determined by the Compensation and Organization Development Committee. If you would like more information regarding this program, please let me know.

401(K) & INTUIT BENEFITS

1. 401(K)
Intuit has a comprehensive benefits package that includes the Intuit Inc. 401(K) Plan. Intuit will automatically withhold four percent (4%) from your wages each payroll period beginning with the first payroll period following thirty (30) days after your start date and remit it as a salary deferral contribution to the 401(K) Plan. These funds will automatically be invested in an appropriate Pyramis Fund. Of course you may elect at any time, to contribute more or less of your wages--or not at all--to the 401(K) Plan. In addition, you are encouraged to select the investment funds that meet your personal financial objectives. By signing below, you agree to this withholding from your wages until you take express action otherwise.

2. GROUP HEATH INSURANCE
You will be eligible for group health insurance (which includes medical, dental, and vision), effective as of your Start Date. You will also be eligible to participate in Intuit's other benefit plans in accordance with the terms and conditions of those plans.

At your New Hire Orientation, you will receive more information about the entire Intuit benefits plans, including, if you so choose, how to opt-out entirely from participating in the 401(K) Plan and how to change your investment funds or deferral percentage of participation.

3. VACATION
As an executive at Intuit, you will be exempt from the normal limits on vacation as defined in Intuits standard policy and Intuit will not accrue paid vacation time or floating holidays for you. It is expected that you will take paid time off as needed and at your discretion, subject only to my approval.

4. SICK DAYS
Your sick leave will accrue at the rate of 40 hours per year (1.54 hours per bi-weekly pay period) in accordance with Intuit's sick leave policy,

BACKGROUND CHECK
This offer, and your employment, is contingent on Intuit's verification of background information, even if you should begin employment before completion of Intuit's background check,

CONFIDENTIALITY
This letter confirms our understanding that you are not subject to any employment agreement that would preclude us from offering this position to you or you joining our organization. This also confirms that you will not be asked to disclose to us or utilize any confidential or proprietary information from your prior places of employment and that you understand that you must not do so.

EMPLOYEE INVENTION ASSIGNMENT AND CONFIDENTIALITY AGREEMENT
You will execute and abide by Intuit's Employee Invention Assignment and Confidentiality Agreement, attached hereto as Exhibit 1, as a condition of employment.

WORK AUTHORIZATION
United States federal law requires Intuit to document an employee's authorization to work in the United States. To comply, Intuit must have a completed Form I-9 for you within three business days of your Start Date. You agree to provide Intuit with documentation required by the Form I-9 to confirm you are legally authorized to work in the United States. You understand and agree that if you do not comply with this requirement by close of business on the third business day following your Start Date, you will be placed on unpaid leave for up to five days to comply. You further understand and agree that failure to provide the necessary documentation by the end of the leave of absence period will result in termination of employment.

This letter also confirms the understanding that employment at Intuit is at the mutual consent of you and Intuit, and is at-will in nature and can be terminated at anytime for any reason or no reason by yourself or Intuit. This at-will employment relationship can only be modified in writing signed by Intuit's Senior Vice President of Human Resources.

The letter constitutes the entire agreement between you and Intuit and supersedes any and all prior agreements between the parties regarding employment.

Please review these terms and make sure they are consistent with your understanding. If so, please sign and date both copies of this letter and confirm your planned start date. The original of this letter is for your records. Please fax the signed offer letter and Employee Invention Assignment and Confidentiality Agreement to Therese Williams at (650) 649-2759.

If you have any questions, please feel free to contact me at (650) 944-5470.

Sasan, it is great to welcome you back. We look forward to once again having you on the Intuit Team.

Sincerely,

/s/ BRAD D. SMITH
Brad D. Smith
President and Chief Executive Officer

AGREED AND ACCEPTED:

/s/ SASAN GOODARZI June 27, 2011
Sasan Goodarzi Date

Start Date: July 18, 2011

To: Sasan Goodarzi, SVP and GM, Consumer Tax
From: Brad Smith, President and CEO, Intuit Inc. /s/ BDS
Date: July 23, 2013
Re: Commuting and Relocation Allowance
--

In your new role as SVP and GM of the Consumer Tax group based in San Diego, California, we appreciate that you will be required to incur additional expenses for travel and accommodations. We understand that it is inconvenient to relocate your family at this time and therefore you will maintain your home in Los Gatos, California while performing this new job. In order to offset those additional costs, the company will provide you with an expense allowance for those costs that you incur during the company's 2014 fiscal year. This amount will be $240,000.

This amount will be paid to you in four installments during the course of the year. A payment in the amount of $60,000 will be made in each of the months of August 2013, November 2013, February 2014 and May 2014, provided that you are continuing to act in this role at the time of payment. These amounts will be treated as taxable income to you. The company will expect you to cover the costs of transportation between your home and your primary job location as well as accommodations and local transportation close to your primary job location while you are away from home out of this amount. Other than this amount, the company will not reimburse you for any expenses of this type that you incur during the company's 2014 fiscal year, except that if for any reason you cease to act in this role during the fiscal year (other than on account of your voluntary departure), the company will pay for the cost of any housing lease for any period for which you have not yet received an installment through July 31, 2014. The company will evaluate during the 2014 fiscal year whether or not to continue this allowance in a future fiscal year.

In addition, since we understand that you are still evaluating relocation of your home to San Diego, we want to assure you that we will make the benefits under Intuit's relocation programs available to you through August 1, 2014. This includes those benefits described under the Intuit Relocation Policy, the company's home sale assistance policy, and the company's home purchase benefit policy. We understand that materials describing these policies have already been provided to you.

We wish to reiterate how much the company appreciates your willingness to take on these new responsibilities despite the personal sacrifices that they require from you and your family. We hope that assisting you financially with these additional expenses makes those sacrifices easier to shoulder.

Exhibit 10.79

P.O. Box 7850
Mountain View CA 94039-7850 http://www.Intuit.com/careers

February 12, 2003

Dan Wernikoff

Dear Daniel.

We are pleased to offer you the position of Group Project Manager, at Intuit reporting to Dmitri Krakovsky. We hope you are as excited about this opportunity as we are to have you on our team. The following is a summary of the terms and conditions of this offer, which will apply to your employment with Intuit.

Start Date

We anticipate that your first day of employment, called your start date, will be March 3, 2003. If this is not your understanding, please contact your manager.

Salary

Your starting bi-weekly salary will be $5,000(less applicable withholdings) based upon annual salary of $130,000 pending continued employment.

IPI Bonus

This position is eligible for incentive compensation under the Intuit Performance Incentive (IPI). You will be eligible for annual targeted IPI award of 25% prorated for the balance of this fiscal year. Your actual award (paid before September 15, 2003) is based upon the Company's performance and your contribution, and in accordance with the FY03 plan.

Equity

In addition, you will receive rights, subject to necessary approvals by Intuit to purchase 4,000 shares of Common Stock of Intuit Inc. in the form of non-qualified stock options. Such options shall be subject to the terms of the 2002 Equity Incentive Plan.

Intuit cannot guarantee that options will be approved and priced on any specific timeline. However, you will probably be awarded an option grant on the first business day of the month following your start date. The option exercise price will be determined based on the close of market price of Intuit's publicly traded stock on the date the option is approved. The beginning of the vesting period, however, coincides with your start date. The options will vest while you are employed over a three year period as to 33 1/3% of the optioned shares at end of first year (from your start date) and the remainder monthly thereafter.

Paid Vacation

You will accrue two (2) weeks of vacation during your first year of employment. After one year of service you will accrue three (3) weeks of vacation.

Sick Days

You will be granted 40 hours each calendar year to be used in the event of your illness. Your sick leave will Accrue at the rate of 1.54 hours per pay period (Bi-weekly).

Insurance

You will be covered by the company's group health, life, and dental insurance plans. Your benefits will be effective on the first day of the month following your Start Date.

Terms and Conditions

This offer and your employment are subject to certain terms and conditions that are outlined below.

This offer (and your employment) is contingent on the Company's review of and satisfaction with your references. In accepting this offer, you agree to cooperate with the Company and seek the cooperation of other in completing the reference process in an expeditious manner.

This letter confirms our understanding that you are not subject to any employment agreement that would preclude the Company from offering this position to you or preclude you from joining our Company. This also confirms that you will not be asked to disclose to the Company any secrets or proprietary information from your prior places of employment. In addition you agree to execute a non-disclosure agreement prohibiting the disclosure of the Company's confidential information and if requested by the Company, a non-solicitation/non-compete agreement as a condition of employment.

In accepting this offer, you agree that your employment at Intuit is at the mutual consent of you and Intuit, and is At-Will in nature and can be terminated at anytime by yourself or Intuit.

Federal law requires Intuit to document an employee's authorization to work in the United States. To comply, Intuit must have a completed Form I-9 for you within three business days of your start date. You agree to provide Inuit with documentation required by the Form I-9 to confirm your U.S. citizenship, permanent U.S. residency or authorization to work in the United States (e.g. U.S. Passport, current drivers license and original birth certificate or social security card) within three business days of your start date. You understand and agree that if you do not comply with this requirement by close of business on the third business day following your start date,; you will be placed on unpaid leave for up to five days to comply. You further understand and agree that failure to provide the necessary documentation by the end of leave of absence period will result in termination of employment.

This letter constitutes the Entire Agreement between you and Intuit and supersedes any and all prior agreements, statements or representations made between the parties regarding employment. Please review these terms to make sure they are consistent with your understanding. If so, please sign and date both copies of this letter and confirm your planned start date. The original of this letter is for your records. Please return the copy to Debra Laflin, at Intuit, P.O. Box 7850 Mountain View, CA 94039-7850 or fax to (650)944-5522.

This offer is valid until the end of business on February 18, 2003.

If you have any questions about this offer, please contact Rachel Bitte, at (650) 944-5137.

We look forward to you joining the Intuit team.

Sincerely,

/s/ ROB LAKE

Rob Lake
Sr. Talent Acquisition Manager

Accepted: /s/ DANIEL WERNIKOFF Date: 2/13/03 Start Date: 3/3/03

Please plan to attend "New Employee Welcome". Select the orientation date that best coincides with your Start Date, from the list below.

- X March 10, 2003 March 24, 2003 April 7, 2003

If it's unique, your email address will follow the format of Daniel_Wernikoff@intuit.com. If you prefer to use a nickname or different name, please indicate it below.

______________________ ____________________-___
Preferred First Name Preferred Last Name

Req#: 9624

Exhibit 10.85

Execution Version

AMENDED AND RESTATED

AGREEMENT AND PLAN OF MERGER

BY AND AMONG

INTUIT INC.,

DIGITAL INSIGHT CORPORATION,

FANDANGO HOLDINGS CORPORATION,

AND

FANDANGO MERGER CORP.

July 31, 2013

TABLE OF CONTENTS

Page

ARTICLE 1
1.
Definitions

Section 1.01 Definitions 2
Section 1.02 Definitional and Interpretative Provisions 10

ARTICLE 11
2.
Description of the Transaction

Section 2.01 The Merger 12
Section 2.02 Effect of the Merger 12
Section 2.03 Closing 12
Section 2.04 Effective Time 12
Section 2.05 Certificate of Incorporation and Bylaws; Directors and Officers 12
Section 2.06 Conversion of Shares 12
Section 2.07 Further Action 13

ARTICLE 3. 13
Representations and Warranties of Indigo

Section 3.01 Corporate Existence and Power 13
Section 3.02 Corporate Authorization 13
Section 3.03 Governmental Authorization 14
Section 3.04 Non-contravention 14
Section 3.05 Capitalization; Subsidiaries; Indebtedness; Transaction Expenses 15
Section 3.06 Financial Statements; Accounts Receivable and Payable 15
Section 3.07 Absence of Certain Changes 16
Section 3.08 No Undisclosed Liabilities 17
Section 3.09 Material Contracts 18
Section 3.10 Compliance with Applicable Laws; Licenses and Permits 19
Section 3.11 Litigation 20
Section 3.12 Real Property 20
Section 3.13 Properties. 20

Section 3.14 Intellectual Property 21
Section 3.15 Significant Customers; Significant Providers 23
Section 3.16 Tax Matters 24
Section 3.17 Employees and Employee Benefit Plans 25
Section 3.18 Environmental Matters 26
Section 3.19 Finders' Fees 26
Section 3.20 Certain Transactions 27
Section 3.21 No Other Representations and Warranties 27

ARTICLE 4. Representations and Warranties of Parent and Merger Sub 27

Section 4.01 Corporate Existence and Power 27
Section 4.02 Corporate Authorization 27
Section 4.03 Governmental Authorization 27
Section 4.04 Non-contravention 28

Section 4.05 Financial Capability 28
Section 4.06 Finders' Fees 29
Section 4.07 Due Diligence Investigation 29

ARTICLE 5. Covenants of Indigo and the Company 29

Section 5.01 Conduct of the Company 29
Section 5.02 Stockholder Approval 31
Section 5.03 No Solicitation; Other Offers 31
Section 5.04 Access to Information 32
Section 5.05 Cooperation with Audit. 32
Section 5.06 Notices of Certain Events 33
Section 5.07 Intracompany Arrangements 33
Section 5.08 Minimum Cash. 33

ARTICLE 6. Additional Covenants of the Parties 33

Section 6.01 Appropriate Action; Consents; Filings 33
Section 6.02 Confidentiality; Public Announcements. 34
Section 6.03 Access to Records and Personnel. 35
Section 6.04 Employee Matters 37
Section 6.05 Contribution of Assets and Liabilities 39
Section 6.06 Financing 39
Section 6.07 Non-Compete 41
Section 6.08 Deletion of Code 43
Section 6.09 India Matters. 43

ARTICLE 7. Tax Matters 43

Section 7.01 Indigo's Consolidated Tax Returns 43
Section 7.02 Other Tax Returns 43
Section 7.03 Cooperation on Tax Matters 44

Section 7.04 Tax Refunds 44
Section 7.05 Transfer Taxes 44
Section 7.06 Certain Conduct 44
Section 7.07 Tax Sharing Agreements 44
Section 7.08 Waiver of Loss Carrybacks 44

ARTICLE 8. Conditions to the Merger 45

Section 8.01 Conditions to the Obligations of Each Party 45
Section 8.02 Conditions to the Obligations of Parent and Merger Sub 45
Section 8.03 Conditions to the Obligations of Indigo and the Company 46

ARTICLE 9. Termination 47

Section 9.01 Termination 47
Section 9.02 Effect of Termination 48

ARTICLE 10. Miscellaneous 49

Section 10.01 Non-Survival of Representations and Warranties 49
Section 10.02 Notices 49
Section 10.03 Remedies; Specific Performance. 50
Section 10.04 Amendments and Waivers 52
Section 10.05 Expenses; Indebtedness 53
Section 10.06 Binding Effect; Benefit; Assignment 53
Section 10.07 Governing Law 53
Section 10.08 Jurisdiction 53
Section 10.09 Waiver of Jury Trial 54
Section 10.10 Counterparts; Effectiveness 54
Section 10.11 Entire Agreement 54
Section 10.12 Further Assurances 54
Section 10.13 Severability 54
Section 10.14 Time is of the Essence 55

Exhibits

Exhibit A Form of Certificate of Merger
Exhibit B Form of Asset Transfer Agreement
Exhibit C Form of Transition Services Agreement
Exhibit D Form of License Agreement
Exhibit E Form of FIRPTA Certificate
Exhibit F Form of India Asset Transfer Agreement

Schedules

Schedule 1.01(a) Certain Assets Contributed to the Company
Schedule 1.01(b) Certain Liabilities Contributed to the Company
Schedule 1.01(c)* Business Employees
Schedule 1.01(d) Excluded Products
Schedule 1.01(e) Products

Disclosure Schedule

* Not filed herewith pursuant to Item 601(b)(2) of Regulation S-K. The registrant will supplementally provide a copy of this schedule or appendix to the Commission upon request.

AGREEMENT AND PLAN OF MERGER

THIS AMENDED AND RESTATED AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of July 31, 2013, is entered into by and among Intuit Inc., a Delaware corporation ("Indigo"), Digital Insight Corporation, a Delaware corporation (the "Company"), Fandango Holdings Corporation, a Delaware corporation ("Parent"), and Fandango Merger Corp., a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub").

RECITALS

WHEREAS, Indigo, the Company, the Parent and Merger Sub, are parties to an Agreement and Plan of Merger, dated as of July 1, 2013 (the "Original Merger Agreement");

WHEREAS, the parties are entering into this Agreement to amend and restate the Original Merger Agreement to, among other things, implement changes necessitated by certain India Matters;

WHEREAS, by executing this Agreement, for purposes of Section 10.04 of the Original Merger Agreement, the parties hereby agree and consent to the amendment and restatement of the Original Merger Agreement;

WHEREAS, Indigo is the sole stockholder of the Company.

WHEREAS, the board of directors of Parent (the "Parent Board of Directors"), the board of directors of Merger Sub (the "Merger Sub Board of Directors"), the board of directors of the Company (the "Company Board of Directors") and the board of directors of Indigo (the "Indigo Board of Directors") deem it advisable and in the best interests of each corporation and its respective stockholders that Parent, Merger Sub and the Company engage in a business combination transaction as contemplated by this Agreement.

WHEREAS, Parent, Merger Sub and the Company intend to effect a merger of Merger Sub with and into the Company (the "Merger") upon the terms and subject to the conditions of this Agreement and in accordance with the General Corporation Law of the State of Delaware (the "DGCL"). Upon consummation of the Merger, Merger Sub will cease to exist, and the Company will continue as a wholly owned subsidiary of Parent.

WHEREAS, the Original Merger Agreement has been approved by the Parent Board of Directors, Merger Sub Board of Directors, Company Board of Directors and the Indigo Board of Directors.

WHEREAS, concurrently with the execution and delivery of the Original Merger Agreement, and as a condition of the willingness of the Company to enter into this Original Merger Agreement, Thoma Bravo Fund X, L.P., a Delaware limited partnership (the "Guarantor"), has entered into a guarantee with Indigo (the "Guarantee") pursuant to which the Guarantor guaranteed certain obligations of Parent and Merger Sub in connection with the Original Merger Agreement.

AGREEMENT

NOW, THEREFORE, intending to be legally bound, the parties to this Agreement hereby agree as follows:

ARTICLE 1.
DEFINITIONS

Section 1.01 Definitions

(a) As used in this Agreement, the following terms have the following meanings:

"Acquisition Proposal" means any offer, proposal or inquiry relating to, or any Person's indication of interest in an Acquisition Transaction.

"Acquisition Transaction" means, other than the transactions contemplated by this Agreement, (i) the sale, license, disposition or acquisition of all or a material portion of the Business or the assets owned by the Company, (ii) the issuance, disposition or acquisition of (a) any capital stock or other equity security of the Company, (b) any subscription, option, call, warrant, preemptive right, right of first refusal or any other right (whether or not exercisable) to acquire any capital stock or other equity security of the Company or (c) any security, instrument or obligation that is or may become convertible into or exchangeable for any capital stock or other equity security of the Company or (iii) any merger, consolidation, business combination, reorganization or similar transaction involving the Company. Notwithstanding the generality of the foregoing, no business combination involving the acquisition by any Person or "group" (as defined under the Exchange Act) of Persons in one or a series of related transactions of a majority of the outstanding capital stock of Indigo (and not the Company), whether by way of merger, consolidation, tender offer or otherwise shall constitute an Acquisition Transaction.

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such Person. For purposes of this definition, "control," when used with respect to any specified person, means the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through ownership of voting securities or by contract or otherwise, and the terms "controlling" and "controlled by" have correlative meanings to the foregoing.

"Applicable Law" means, with respect to any Person, any federal, state, local, municipal, foreign or other law (including common law), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling, bylaw, standard, policy, official guidance or other similar requirement enacted, adopted, issued, promulgated or applied by a Governmental Authority or Card Association that is binding upon or applicable to such Person.

"Assets Contributed to the Company" means the assets described on Schedule 1.01(a).

"Business" means the Intuit Financial Services business as conducted by Indigo and the Company as of the date of this Agreement, that consists of the development, design, marketing, promotion, sale, implementation, customization, hosting, maintenance and support of the Products. For the avoidance of doubt, the Business does not include the development, design, marketing, promotion, sale, implementation, customization, hosting, maintenance and support of the Excluded Products.

"Business Contract" means (i) any Contract to which the Company is a party or (ii) any Contract relating to the Business to which Indigo or any of its Subsidiaries is a party that is an Asset Contributed to the Company.

"Business Day" means a day, other than Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by Applicable Law to close.

"Business Employees" means those employees of Indigo or one of its Subsidiaries providing services related to the Business whose names are set forth on Schedule 1.01(c) and each other employee

of Indigo or one of its Subsidiaries providing services related to the Business who Parent and Indigo mutually agree in writing on or prior to the Closing Date constitutes a Business Employee.

"Card Association" means VISA International, Inc. and VISA U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC, American Express, Diners Club, Voyager, Carte Blanche and any other payment card association, debit card network or similar entity having clearing or oversight responsibilities.

"Card Association Rules" means the rules, regulations, standards, policies, manuals, and procedures of the Card Associations, including, with respect to the processing of credit card information, the Payment Card Industry Data Security Standards (PCI-DSS).

"Claim" means all claims, rights, demands, causes of action and any claims for indemnification, contribution, exculpation or subrogation, whether based on any Applicable Law or any Contract of any kind, nature and/or description, matured or unmatured, liquidated or unliquidated, accrued or unaccrued, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not asserted, threatened, alleged or litigated, at law, equity or otherwise.

"COBRA" means Part 6 of Subtitle B of Title I of ERISA, Section 4980B of the Code, and any similar state Applicable Law.

"Code" means the Internal Revenue Code of 1986.

"Commitment Letters" means the Debt Commitment Letter and the Equity Commitment Letter.

"Company Common Stock" means the common stock, $0.001 par value, of the Company.

"Company IP" means all Intellectual Property Rights and Technology owned by the Company or that is IP Contributed to the Company.

"Company Software" means Company IP that consists of software code.

"Competition Law" any merger control law or regulation that is applicable to the transactions contemplated by this Agreement.

"Consent" means any approval, consent, ratification, permission, waiver or authorization (including any Permit).

"Contract" means any legally binding contract, subcontract, agreement, indenture, note, bond, debenture, loan, license, instrument, lease, sublease, commitment, option, warrant, purchase order, license, sublicense or other arrangement, whether oral or written.

"Debt Commitment Letter" means the debt commitment letter, dated as of the date hereof, between Parent and Jefferies Finance LLC (the "Commitment Party"), as amended, supplemented or replaced in compliance with this Agreement or as required by Section 6.06 following a Financing Failure Event pursuant to which the financial institutions party thereto have agreed, subject only to the applicable Financing Conditions, to provide or cause to be provided the debt financing set forth therein for the purposes of financing the transactions contemplated hereby, including the Merger Consideration.

"Debt Financing" means the debt financing incurred or intended to be incurred pursuant to the Debt Commitment Letter.

"Debt Financing Documents" means the agreements, documents and certificates contemplated by the Debt Financing.

"Debt Financing Sources" means the Persons that have committed to provide or have otherwise entered into agreements in connection with the Debt Financing or alternative debt financings in connection with the transactions contemplated by this Agreement, including the parties that delivered the Debt Commitment Letter and any joinder agreements, indentures or credit agreements entered into pursuant thereto or relating thereto, together with their former, current or future affiliates and each of their former, current or future officers, directors, employees, equity holders, members, managers, general or limited partners, controlling parties, advisors, agents and representatives of any of the foregoing and any successors and assigns of any of the foregoing.

"Disclosure Schedule" means the disclosure schedule dated the date of this Agreement regarding this Agreement that has been provided by Indigo to Parent.

"Environmental Law" means any Applicable Law or any agreement with any Governmental Authority or other Person, relating to human health and safety, pollution, protection of the environment or to Hazardous Substances.

"Environmental Permits" means all permits, licenses, franchises, certificates, approvals and other similar authorizations of Governmental Authorities relating to or required by Environmental Laws and affecting, or relating in any way to, the Business or the occupancy of the Business Real Property.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"ERISA Affiliate" of any entity means any other entity (whether or not incorporated) which, together with such entity, would be treated as a single employer within the meaning of Section 414(b), (c), (m) or (o) of the Code.

"Equity Commitment Letter" means the equity financing commitment letter, dated as of the date hereof, between Parent and Thoma Bravo X, L.P., a Delaware limited partnership ("Sponsor"), pursuant to which the Sponsor has committed, subject only to the applicable Financing Conditions, to invest or cause to be invested in the equity capital of Parent the amount set forth therein for the purposes of financing the transactions contemplated hereby, including the Merger Consideration.

"Equity Financing" means the equity financing incurred or to be incurred pursuant to the Equity Commitment Letter.

"Exchange Act" means the Securities Exchange Act of 1934.

"Excluded Products" means the list of product offerings that are not part of the Business and set forth on Schedule 1.01(d).

"FCPA" means the Foreign Corrupt Practices Act of 1977, as amended."Financing" means the Equity Financing and the Debt Financing.

"Financing Conditions" means (a) with respect to the Debt Financing, the conditions precedent expressly set forth in Section 3 of the Debt Commitment Letter, on Exhibit A and Exhibit B of the Debt Commitment Letter under the heading "Conditions Precedent to Initial Borrowing" and on Exhibit C to the Debt Commitment Letter, and (b) with respect to the Equity Financing, the conditions precedent to

Parent's and Merger Sub's obligations to consummate the Merger set forth in the Equity Commitment Letter.

"Financing Failure Event" means any of the following (a) the commitments with respect to all or any portion of the Financing expiring or being terminated, (b) for any reason, all or any portion of the Financing becoming unavailable, (c) a breach or repudiation or threatened or anticipated breach or repudiation by any party to the Commitment Letters, or (d) any party to a Debt Commitment Letter or any Affiliate or agent of such Person shall allege in writing that any of the events set forth in clauses (a) through (c) has occurred.

"Fundamental Representations" means the representations and warranties set forth in Sections 3.01 (Corporate Existence and Power), 3.02 (Corporate Authorization), 3.05 (Capitalization; Subsidiaries; Indebtedness; Transaction Expenses), 3.19 (Finders' Fees), 3.20 (Certain Transactions).

"GAAP" means generally accepted accounting principles in the United States.

"Governmental Authority" means any: (i) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature, (ii) federal, state, local, municipal, foreign or other government, or (iii) governmental or quasi-governmental authority of any nature (including any governmental division, regulatory authority, association, council or bureau, department, agency, commission, instrumentality, official, organization, unit, body or Person and any court or other tribunal).

"Group Tax Returns" means any Tax Returns of the Company that have historically been prepared and filed on an affiliated, consolidated, unitary or combined basis that include Indigo (or its Subsidiaries other than the Company).

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

"Hazardous Substances" means any pollutant, contaminant, waste or chemical or any toxic, radioactive, ignitable, corrosive, reactive or otherwise hazardous substance, waste or material, or any substance, waste or material having any constituent elements displaying any of the foregoing characteristics, including petroleum, its derivatives, by-products and other hydrocarbons, and any other substance, waste or material regulated under, or subject to imposition of liability under, any Environmental Law.

"Indebtedness" shall mean any of the following liabilities: (i) indebtedness for borrowed money (including any principal, premium, accrued and unpaid interest, related expenses, prepayment penalties, commitment and other fees, sale or liquidity participation amounts, reimbursements, indemnities and all other amounts payable in connection therewith), (ii) liabilities evidenced by bonds, debentures, notes or other similar instruments or debt securities, (iii) liabilities under or in connection with letters of credit or bankers' acceptances or similar items (in each case whether or not drawn, contingent or otherwise), (iv) liabilities related to the deferred purchase price of property or services other than trade payables incurred in the ordinary course of business (including deferred purchase price, "earn-out" or similar liabilities related to prior acquisitions), (v) liabilities arising from cash/book overdrafts, (vi) liabilities under capitalized leases, (vii) liabilities under conditional sale or other title retention agreements, (viii) liabilities with respect to vendor advances or any other advances, (ix) liabilities arising out of interest rate and currency swap arrangements and any other arrangements designed to provide protection against fluctuations in interest or currency rates, (xii) liabilities with respect to deferred compensation for services, (xiii) liabilities or obligations for severance, change of control payments, stay bonuses, retention bonuses, success bonuses, and other bonuses and similar liabilities and (xiv) indebtedness of others

guaranteed by the Company or secured by any Liens (other than Permitted Liens) on the assets of the Company.

"Intellectual Property Rights" means: (i) all trademarks, trademark registrations, trademark rights and renewals thereof, trade names, trade name rights, trade dress, corporate names, logos, slogans, all service marks, service mark registrations and renewals thereof, service mark rights, and all registrations and applications to register any of the foregoing, together with the goodwill associated with each of the foregoing, (ii) all issued patents, patent rights, and patent applications, (iii) all registered and unregistered copyrights, copyrightable works, copyright registrations, renewals thereof, and applications to register the same, (iv) all Internet domain names and Internet websites and the content thereof, (v) all confidential and proprietary information, including trade secrets, know how, inventions, invention disclosures (whether or not patentable and whether or not reduced to practice), inventor rights, reports, quality records, engineering notebooks, models, processes, procedures, drawings, specifications, designs, ingredient or component lists, formulae, plans, proposals, technical data, financial, marketing, customer and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information, and (vi) all other intellectual property.

"IP Contributed to the Company" means Technology and Intellectual Property Rights owned by Indigo prior to the Closing that are Assets Contributed to the Company.

"IT System" means the communications networks, data centers, information technology infrastructure and assets and all applicable hardware, Software and systems used in connection therewith used by the Company or Indigo in the operation of the Business.

"Knowledge" means the actual knowledge of each of CeCe Morkan, Paul Johnson, Russell Lester, Jeremy Holland, Jose Mariano Resendiz, Spencer Fong, Dion Shelton, Jeff Hank, Matt George, Karen Sheehan, and Keith Olson.

"Liabilities Contributed to the Company" means the liabilities described on Schedule 1.01(b).

"Lien" means, with respect to any property or asset, any mortgage, lien, pledge, charge, security interest, encumbrance or other adverse claim of any kind in respect of such property or asset. For purposes of this Agreement, a Person shall be deemed to own subject to a Lien any property or asset that it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such property or asset.

"Material Adverse Effect" means any change, event, development, condition, occurrence or effect that is, or would reasonably be expected to be, materially adverse to (A) the Business; provided, however, that none of the following shall be deemed in themselves, either alone or in combination, to constitute, and that none of the following shall be taken into account in determining whether there has been or will be, a Material Adverse Effect: (i) any change generally affecting the economy, financial markets or political, economic or regulatory conditions in the United States or any other geographic region in which the Business is conducted, (ii) conditions affecting the industries in which the Business is operated or participates, (iii) general financial, credit or capital market conditions, including interest rates or exchange rates, or any changes therein, (iv) any change attributable to the negotiation, execution, announcement, pendency or pursuit of the transactions contemplated hereby, including any litigation resulting therefrom, any loss of employees, any reduction in sales and any disruption in customer, distributor, reseller, partner or similar relationships, (v) any change arising from or relating to compliance with the terms of this Agreement, or action taken, or failure to act, to which Parent has consented in writing, (vi) acts of war (whether or not declared), the commencement, continuation or escalation of a war, acts of armed hostility, sabotage or terrorism or other international or national calamity or any material worsening of such

conditions threatened or existing as of the date of this Agreement, to the extent the Company is not materially and disproportionately affected thereby, (vii) any hurricane, earthquake, flood, or other natural disasters or acts of God, (viii) changes in Applicable Laws after the date hereof, (ix) changes in GAAP after the date hereof, (x) any failure by Indigo or the Company to meet any published or internally prepared estimates of revenues, earnings or other economic performance for any period ending on or after the date of this Agreement (it being understood that the facts and circumstances giving rise to such failure may be deemed to constitute, and may be taken into account in determining whether there has been, a Material Adverse Effect if such facts and circumstances are not otherwise described in clauses (i)-(ix) of the definition) or (xi) any adverse impact on or change to the business of Parent that impacts the Business, except to the extent, in the case of the foregoing clauses (i) through (iii) and (vi) through (ix), such changes, events, developments, conditions, occurrences or effects referred to therein have a disproportionate impact on the Business relative to other companies operating in the industry in which the Business competes as a whole or (B) Indigo's or the Company's ability to consummate the transactions contemplated by this Agreement.

"Merger Consideration" means $1,025,000,000 in cash, less any amount to be paid pursuant to the India ATA (as defined below).

"Object Code" means one or more computer instructions in machine readable form (whether or not packaged in directly executable form), including any such instructions that are readable in a virtual machine, whether or not derived from Source Code, together with any partially compiled or intermediate code that may result from the compilation, assembly or interpretation of any Source Code. Object Code includes firmware, compiled or interpreted programmable logic, libraries, objects, routines, modules, bytecode, machine code, and middleware.

"Parent Employee Plan" means each "employee benefit plan," as defined in Section 3(3) of ERISA, each employment, severance or similar Contract and each other plan or arrangement (written or oral) providing for compensation, bonuses, commission, profit-sharing, stock option or other stock related rights or other forms of incentive or deferred compensation, vacation benefits, insurance (including any self-insured arrangements), health or medical benefits, employee assistance program, disability or sick leave benefits, workers' compensation, supplemental unemployment benefits, severance benefits, change of control payments, post-employment benefits or retirement benefits which is maintained, administered or contributed to by Parent or any Affiliate of Parent and covers any employee or former employee of Parent, or with respect to which Parent has any liability.

"Permitted Liens" means (i) Liens disclosed in the Financial Statements, (ii) Liens for Taxes not yet due and payable or, if due, being contested in good faith by appropriate proceedings and for which an appropriate reserve has been taken on the Financial Statements to the extent required by GAAP, (iii) mechanics', workmen's, repairmen's, warehousemen's, carriers' or other similar Liens, including all statutory Liens, arising or incurred in the ordinary course of business and which are not yet due and payable, (iv) protective filings related to operating leases with third parties entered into in the ordinary course of business that relate solely to equipment financed pursuant to such operating leases, (v) non-exclusive licenses to Technology or Intellectual Property Rights granted to customers in the ordinary course of business consistent with past practice or (vi) Liens which do not materially detract from the value or materially interfere with any present or intended use of such property or assets.

"Person" means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a Governmental Authority.

"Pre-Closing Tax Period" means (i) any Tax period ending on or before the Closing Date and (ii) with respect to any Straddle Period, the portion of such period ending on the Closing Date.

"Proceeding" means any action, suit, litigation, claim, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, charge, directive, notices of violation, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court or other Governmental Authority or any arbitrator or arbitration panel.

"Products" means the list of product offerings set forth on Schedule 1.01(e) including all current and in-process versions of such products.

"Reciprocal License" means a license of any Software that requires or conditions any rights granted under such license upon: (i) the disclosure, distribution or licensing of any other Software under the terms of such license (other than such item of Software and its derivatives); (ii) a requirement that any disclosure, distribution or licensing of any other Software (other than such item of Software and its derivatives) be at no charge; (iii) a requirement that any other licensee of the Software be permitted to access the Source Code of, disclose, distribute, license, modify, make derivative works of, or reverse-engineer any such other Software; or (iv) an obligation to grant any other rights under such license to any Person, including any covenant not to sue or patent license.

"Registered IP" means all Intellectual Property Rights that are Company IP and that are registered, filed, or issued under the authority of any Governmental Authority or any domain name register, including all patents, registered copyrights, registered trademarks and domain names and all applications for any of the foregoing.

"Representatives" means a Person's Affiliates and its and their respective officers, directors, employees, agents, attorneys, accountants, advisors and other authorized representatives.

"Securities Act" means the Securities Act of 1933.

"Software" means computer software, programs and databases in any form, including Source Code, Object Code, operating systems and specifications, data, databases, database management code, firmware, utilities, graphical user interfaces, menus, images, icons, forms and software engines, and all related documentation, developer notes, comments and annotations.

"Source Code" means one or more statements in human readable form, including comments, definitions and annotations, which are generally formed and organized to the syntax of a computer or programmable logic programming language (including such statements in batch or scripting languages and including hardware definition languages such as VHDL), together with any and all text, data and data structures, diagrams, graphs, charts, presentations, manuals, instructions, commands, procedures, schematics, flow-charts and other work product or information that describe the foregoing.

"Straddle Period" means any period beginning before or on the Closing Date and ending after the Closing Date.

"Subsidiary" means, with respect to any Person, any entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at any time directly or indirectly owned by such Person.

"Tax" means any and all (United States (federal, state or local) and foreign) taxes, including any net income, alternative or add-on minimum, gross income, gross receipts, sales, use, ad valorem, value added, transfer, franchise, profits, license, escheat, abandoned or unclaimed property, registration, recording, documentary, conveyancing, gains, withholding, payroll, employment, excise, severance,

stamp, occupation, premium, property, environmental or windfall profit, custom duty or other tax of any kind whatsoever, or other governmental fee, assessment or charge in the nature of a tax, together with any interest, penalty, addition to tax or additional amount in respect of the foregoing.

"Tax Contest" means any audit, other administrative proceeding or inquiry or judicial proceeding involving Taxes.

"Tax Return" means any return, report, declaration, claim for refund, information return or other document (including schedules thereto, other attachments thereto, amendments thereof, or any related or supporting information) filed or required to be filed with any Governmental Authority in connection with the determination, assessment or collection of any Tax.

"Technology" means (i) Software (including, algorithms, models and methodologies, software development kits, application programming interfaces, computer programs, codecs, and interfaces) whether in Source Code, Object Code, or other form, (ii) databases, data, and compilations and collections of data, (iii) works of authorship, including, documentation, user manuals, training materials, developer notes, (iv) inventions (whether or not patentable), (v) methods, and processes, (vi) designs, schematics, and specifications and , technical data and (vii) know-how.

"Transaction Documents" means collectively, this Agreement, the Certificate of Merger, the Asset and Liability Transfer Agreement, the Transition Services Agreement, the License Agreement, the FIRPTA Certificate and the other agreements contemplated hereby.

"Transaction Expenses" means all expenses of Indigo and the Company incurred in connection with the preparation, execution, performance and/or consummation of this Agreement, the documents referred to herein and the Closing, including the following: (a) all brokerage commissions, fees, expenses and disbursements and (b) all fees and disbursements of attorneys, accountants, and other advisors and service providers payable by Indigo and the Company.

"Treasury Regulations" means the United States Treasury Regulations promulgated under the Code.

(b) Each of the following terms is defined in the Section set forth opposite such term:

Term	**Section**
401(k) Plan	6.04(d)
Agreement	Preamble
Asset and Liability Transfer Agreements	6.05
Books and Records	6.03(c)
Business Competitor	6.07(b)
Business Real Property	3.12
Business Software	6.07(b)
Certificate of Merger	2.04
Closing	2.03
Closing Date	2.03
Company	Preamble
Company Board of Directors	Recitals
Company Securities	3.05(c)
Competing Business	6.07(b)
Confidential Information	6.03(e)
Confidentiality Agreement	6.02(a)

Term	Section
DGCL	Recitals
Divestiture	6.07(a)
Effective Time	2.04
Employee Plans	3.17(b)
Employee Sessions	6.04(c)
Employment Matters	6.04(c)
End Date	9.01(b)
Financial Statements	3.06(a)
Guarantee	Recitals
Guarantor	Recitals
Indigo	Preamble
Indigo Approval	3.02(a)
Indigo Board of Directors	Recitals
Indigo Cure Period	9.01(d)
Indigo Equity Awards	6.04(i)
Indigo Stock	6.04(i)
Latest Balance Sheet	3.06(a)
License Agreement	8.02(d)(iii)
Material Contract	3.09(a)
Merger	Recitals
Merger Sub	Preamble
Merger Sub Board of Directors	Recitals
Merger Sub Common Stock	2.06(c)
Parent	Preamble
Parent Board of Directors	Recitals
Parent Cure Period	9.01(e)
Parent Related Party	9.02(b)
Permits	3.10(b)
Pre-Closing Period	5.01
Provider	6.03(e)
Purchased Assets	3.13(b)
Real Property Lease	3.12
Receiver	6.03(e)
Resolution Period	6.07(c)
Retained Business	6.07(b)
Significant Customers	3.15(a)
Sponsor	1.01
Surviving Corporation	2.01
Termination Fee	9.02(b)
Transferred Employee	6.04(a)
Transition Services Agreement	8.02(d)(ii)
WARN Act	3.17(i)

Section 1.02 Definitional and Interpretative Provisions

(a) The words “hereof,” “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(b) The captions herein are included for convenience of reference only and shall be ignored

in the construction or interpretation hereof. References to Articles, Sections, Exhibits and Schedules are to Articles, Sections, Exhibits and Schedules of this Agreement unless otherwise specified.

(c) All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement.

(d) Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular, and words denoting either gender shall include both genders as the context requires. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(e) Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation," whether or not they are in fact followed by those words or words of like import.

(f) The use of the word "or" shall not be exclusive.

(g) The word "party" shall, unless the context otherwise requires, be construed to mean a party to this Agreement. Any reference to a party to this Agreement or any other agreement or document contemplated hereby shall include such party's successors and permitted assigns.

(h) A reference to any legislation or to any provision of any legislation shall include any modification, amendment, re-enactment thereof, any legislative provision substituted therefore and all rules, regulations and statutory instruments issued or related to such legislation.

(i) Any exception or qualification set forth in the Disclosure Schedule with respect to a particular representation, warranty or covenant contained therein shall be deemed to be an exception or qualification with respect to all other applicable representations, warranties and covenants contained in this Agreement, solely to the extent to which the relevance of such disclosure to such other representation, warranty or covenant is reasonably apparent on the face of such disclosure. Nothing in the Disclosure Schedule shall broaden the scope of any representation, warranty or covenant of Indigo or the Company contained in this Agreement.

(j) Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement. No prior draft of this Agreement nor any course of performance or course of dealing shall be used in the interpretation or construction of this Agreement. No parol evidence shall be introduced in the construction or interpretation of this Agreement unless the ambiguity or uncertainty in issue is plainly discernible from a reading of this Agreement without consideration of any extrinsic evidence. Although the same or similar subject matters may be addressed in different provisions of this Agreement, the parties intend that, except as reasonably apparent on the face of the Agreement or as expressly provided in this Agreement, each such provision shall be read separately, be given independent significance and not be construed as limiting any other provision of this Agreement (whether or not more general or more specific in scope, substance or content). Except as provided in Section 10.03, the doctrine of election of remedies shall not apply in constructing or interpreting the remedies provisions of this Agreement or the equitable power of a court considering this Agreement or the transactions contemplated hereby.

ARTICLE 2.
DESCRIPTION OF THE TRANSACTION

Section 2.01 The Merger. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time, Merger Sub shall be merged with and into the Company, the separate existence of Merger Sub shall cease, and the Company will continue as the surviving corporation in the Merger (the "Surviving Corporation").

Section 2.02 Effect of the Merger. The Merger shall have the effects set forth in this Agreement and in the applicable provisions of the DGCL.

Section 2.03 Closing. The consummation of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Latham & Watkins LLP, 140 Scott Drive, Menlo Park, California 94025 at 8:00 a.m. local time on a date to be specified by the parties, which shall be no later than the third Business Day after the satisfaction or waiver of the last of the conditions set forth in Article 8 to be satisfied or waived (other than those conditions that by their nature are to be satisfied at the Closing), or at such other time, date and location as the parties hereto agree in writing; provided, however, that without Parent's prior written consent in no event shall the Closing occur prior to July 31, 2013. The date on which the Closing actually takes place is referred to in this Agreement as the "Closing Date."

Section 2.04 Effective Time. Contemporaneous with, or as promptly as practicable after the Closing, the parties shall cause the Merger to be consummated by filing with the Secretary of State of the State of Delaware a certificate of merger in the form attached hereto as Exhibit A (the "Certificate of Merger") and executed in accordance with the relevant provisions of the DGCL, and shall make all other filings or recordings required under the DGCL in order to consummate the Merger. The Merger shall become effective at the time the Certificate of Merger is filed with the Secretary of State of the State of Delaware (the "Effective Time").

Section 2.05 Certificate of Incorporation and Bylaws; Directors and Officers. Unless otherwise determined by Parent and Indigo prior to the Effective Time:

(a) the certificate of incorporation of the Surviving Corporation in effect immediately after the Effective Time shall be the certificate of incorporation of Merger Sub immediately prior to the Effective Time;

(b) the bylaws of the Surviving Corporation shall be amended and restated as of the Effective Time to conform to the bylaws of Merger Sub as in effect immediately prior to the Effective Time; and

(c) the directors and officers of the Company shall resign and the directors and officers of the Surviving Corporation immediately after the Effective Time shall be the directors and officers of Merger Sub immediately prior to the Effective Time.

Section 2.06 Conversion of Shares. At the Effective Time, by virtue of the Merger and without any further action on the part of any party hereto:

(a) All of the shares of Company Common Stock held by Indigo immediately prior to the Effective Time shall be converted into the right to receive in the aggregate the Merger Consideration, which Parent shall pay or cause to be paid to Indigo at the Closing by wire transfer of immediately available funds in accordance with instructions provided to Parent by Indigo at least two (2) Business Days prior to the Closing.

(b) Each share of Company Common Stock held by the Company, Merger Sub or Parent or any direct or indirect subsidiary of the Company or of Parent immediately prior to the Effective Time

shall be canceled and extinguished without any conversion thereof.

(c) Each share of the common stock, par value $0.001 per share, of Merger Sub (the "Merger Sub Common Stock") outstanding immediately prior to the Effective Time shall be converted into, and exchanged for, one newly and validly issued, fully paid and nonassessable share of common stock of the Surviving Corporation. Each certificate evidencing ownership of shares of Merger Sub Common Stock shall thereafter evidence ownership of such shares of capital stock of the Surviving Corporation.

Section 2.07 Further Action. If, at any time after the Effective Time, any further action is determined by Parent to be necessary or desirable to carry out the purposes of this Agreement or to vest the Surviving Corporation and its Subsidiaries or Parent with full right, title and possession of and to all rights and property of Merger Sub and the Company, the officers and directors of the Surviving Corporation and its Subsidiaries and Parent shall be fully authorized (in the name of Merger Sub, in the name of the Company and otherwise) to take such action.

ARTICLE 3.
REPRESENTATIONS AND WARRANTIES OF INDIGO

Except as set forth in the Disclosure Schedule, Indigo represents and warrants to Parent and Merger Sub:

Section 3.01 Corporate Existence and Power.

(a) Each of Indigo and the Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware, and the Company has all corporate power and all governmental Permits required to carry on the Business as now conducted. The Company is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where such qualification is necessary to conduct the Business, except where the failure to be so qualified or in good standing, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

(b) Indigo has made available to Parent accurate and complete copies of: (i) the certificate of incorporation and bylaws of the Company, including all amendments thereto, (ii) the stock records of the Company since February 6, 2007 and (iii) the minutes and other records of the meetings and other proceedings (including any actions taken by written consent or otherwise without a meeting) of the Company since February 6, 2007, and the Company Board of Directors and all committees thereof. Since February 6, 2007, (y) there has not been any material violation of any of the provisions of the certificate of incorporation or bylaws, including all amendments thereto, of the Company and (z) the Company has not taken any action that is inconsistent with any resolution adopted by the Company Board of Directors or any committee thereof.

Section 3.02 Corporate Authorization.

(a) The Company has all necessary power and authority to enter into and to perform its obligations under this Agreement and the other Transaction Documents to which it is a party; and the execution, delivery and performance by the Company of this Agreement and the other Transaction Documents to which it is a party have been duly authorized by all necessary corporate action. Each of this Agreement and each other Transaction Document to which the Company is a party constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to (i) laws of general application relating to bankruptcy, insolvency and the relief of debtors and (ii) rules of law governing specific performance, injunctive relief and other equitable

remedies. The affirmative vote of Indigo is the only vote of the holders of any of the Company capital stock necessary to adopt this Agreement and thereby approve the Merger and the other transactions contemplated hereby, which approval, once delivered, shall be irrevocable (such irrevocable approval, the "Indigo Approval").

(b) The Company Board of Directors has (i) unanimously determined that this Agreement and the transactions contemplated hereby and the other Transaction Documents to which the Company is a party are fair to, advisable and in the best interests of the Company and Indigo, (ii) unanimously approved and adopted this Agreement and the transactions contemplated hereby and the other Transaction Documents to which the Company is a party and (iii) unanimously resolved to recommend adoption of this Agreement and the other Transaction Documents to which the Company is a party and approval of the Merger and the other transactions contemplated hereby by Indigo.

(c) Indigo has all necessary power and authority to enter into and to perform its obligations under this Agreement and the other Transaction Documents to which it is a party; and the execution, delivery and performance by Indigo of this Agreement and the other Transaction Documents to which it is a party have been duly authorized by all necessary corporate action. Each of this Agreement and each other Transaction Document to which Indigo is a party constitutes the legal, valid and binding obligation of Indigo, enforceable against Indigo in accordance with its terms, subject to (i) laws of general application relating to bankruptcy, insolvency and the relief of debtors, and (ii) rules of law governing specific performance, injunctive relief and other equitable remedies.

Section 3.03 Governmental Authorization. The execution, delivery and performance by Indigo and the Company of this Agreement and the consummation by Indigo and the Company of the transactions contemplated hereby require no action by or in respect of, or filing with, any Governmental Authority or Card Association other than (i) the filing of the Certificate of Merger and appropriate documents with the relevant authorities of other states in which the Company is qualified to do business, (ii) compliance with any applicable requirements of (A) the HSR Act and (B) any other applicable Competition Law, (iii) compliance with any applicable requirements of the Securities Act, the Exchange Act, and any other applicable U.S. state or federal securities laws and (iv) any actions or filings the absence of which would not have, individually or in the aggregate, a Material Adverse Effect.

Section 3.04 Non-contravention.

(a) The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby do not and will not (i) contravene, conflict with, or result in any violation or breach of any provision of the certificate of incorporation or bylaws of the Company, (ii) assuming compliance with the matters referred to in Section 3.03, contravene, conflict with or result in a violation or breach of any provision of any Applicable Law, (iii) other than the matters referred to in Section 3.03, require any consent or other action by any Person under, constitute a default, or an event that, with or without notice or lapse of time or both, would constitute a default, under, or cause or permit the termination or cancellation of any Material Contract or (iv) result in the creation or imposition of any Lien, other than Permitted Liens, on any asset of the Business, except, with respect to the above-described clauses, for any such contraventions, conflicts, violations, breaches, defaults, Liens or other occurrences, which, individually or in the aggregate, would not reasonably be expected to be material.

(b) The execution, delivery and performance by Indigo of this Agreement and the consummation of the transactions contemplated hereby do not and will not (i) contravene, conflict with, or result in any violation or breach of any provision of the certificate of incorporation or bylaws of Indigo, (ii) assuming compliance with the matters referred to in Section 3.03, contravene, conflict with or result

in a violation or breach of any provision of any Applicable Law, (iii) other than the matters referred to in Section 3.03, require any consent or other action by any Person under, constitute a default, or an event that, with or without notice or lapse of time or both, would constitute a default, under, or cause or permit the termination or cancellation of any Material Contract or (iv) result in the creation or imposition of any Lien, other than Permitted Liens, on any asset of the Business, except, with respect to the above-described clauses, for any such contraventions, conflicts, violations, breaches, defaults, Liens or other occurrences, which, individually or in the aggregate, would not reasonably be expected (x) in the case of clauses (i) and (ii) to be material or (y) in the case of clause (iii) have a Material Adverse Effect.

Section 3.05 Capitalization; Subsidiaries; Indebtedness; Transaction Expenses.

(a) The authorized capital stock of the Company consists of 100 shares of Company Common Stock. There are 100 shares of Company Common Stock issued and outstanding. Indigo is the sole holder of Company Securities.

(b) All outstanding shares of Company Capital Stock have been duly authorized and validly issued and are fully paid and nonassessable.

(c) Except for the 100 shares of Company Common Stock held of record by Indigo, there are no outstanding (i) shares of capital stock or other equity securities of the Company, (ii) securities of the Company convertible into or exchangeable for shares of capital stock or other equity securities of the Company or (iii) options, warrants, subscriptions or other rights to acquire from the Company, or other obligation of the Company to issue, any capital stock, other equity securities or securities convertible into or exchangeable for capital stock or other equity securities of the Company (the items in clauses (i), (ii) and (iii) being referred to collectively as the "Company Securities").

(d) The Company has no Subsidiaries.

(e) Except as set forth on Section 3.05(e) of the Disclosure Schedule, the Company does not have any Indebtedness.

(f) As of the Closing Date, Indigo has paid in full, or will pay in full simultaneously with the Closing, all Transaction Expenses.

Section 3.06 Financial Statements; Accounts Receivable and Payable.

(a) Section 3.06(a) of the Disclosure Schedule contains (i) a statement setting forth the summary balance sheet of the Business as of July 31, 2012 and July 31, 2011, (ii) a statement setting forth the summary balance sheet of the Business as of April 30, 2013 (the "Latest Balance Sheet") and (iii) a statement setting forth the related statement of income for each of the fiscal years ended July 31, 2012 and July 31, 2011, and for the nine-month period ended April 30, 2013 (collectively, the "Financial Statements").

(b) The Financial Statements: (i) are unaudited; (ii) have been prepared in accordance with GAAP except for the omission of accompanying notes that are required to be included under GAAP and the matters set forth on Section 3.06(b) of the Disclosure Schedule; (iii) are derived from the audited consolidated financial statements of Indigo for each of the fiscal years ended July 31, 2012 and July 31, 2011 and the unaudited consolidated financial statements of Indigo for the nine-month period ended April 30, 2013; and (iv) fairly present in all material respects the financial condition and results of operations of the Business as of the relevant dates and for the periods covered thereby in accordance with GAAP, subject to the limitations in clause (ii).

(c) Except as set forth on Section 3.06(c) of the Disclosure Schedule, all accounts and notes receivable reflected on the Latest Balance Sheet (net of allowances for doubtful accounts as reflected thereon and as determined in accordance with GAAP consistently applied) are or shall be valid receivables arising in the ordinary course of business and are or shall be current and collectible at the aggregate recorded amount therefor as shown on the Latest Balance Sheet (net of allowances for doubtful accounts as reflected thereon and as determined in accordance with GAAP consistently applied). Except as set forth on Section 3.06(c) of the Disclosure Schedule, no Person has any Liens on such receivables or any part thereof (other than Permitted Liens), and no agreement for deduction, free goods, discount or other deferred price or quantity adjustment has been made with respect to any such receivables.

Section 3.07 Absence of Certain Changes

Between April 30, 2013 and the date of this Agreement, the Business has been conducted in the ordinary course consistent with past practices and there has not been:

(a) any event, occurrence, development or state of circumstances or facts that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(b) any amendment of the certificate of incorporation or bylaws of the Company;

(c) any splitting, combination or reclassification of any shares of Company Common Stock or declaration, setting aside or payment of any dividend or other distribution (whether in cash, stock or property or any combination thereof) in respect of any Company Securities, or redemption, repurchase or other acquisition or offer to redeem, repurchase, or otherwise acquire any Company Securities;

(d) (i) any issuance, delivery or sale, or authorization of the issuance, delivery or sale of, any shares of any Company Securities or (ii) amendment of any term of any Company Security (in each case, whether by merger, consolidation or otherwise);

(e) any (i) incurrence of any capital expenditures or any obligations or liabilities in respect thereof by Indigo or the Company related to the Business, other than capital expenditures contemplated by Indigo's existing budget for annual capital expenditures for fiscal year 2013 previously made available to Parent or (ii) delay in any planned capital expenditure;

(f) any intentional delay or postponement of payment of any accounts payable or commissions or any other liability or obligation, any agreement or negotiation with any party to extend the payment date of any accounts payable or commissions or any other liability or obligation or acceleration of the collection of (or discount of) any accounts or notes receivable;

(g) any acquisition (by merger, consolidation, acquisition of stock or assets or otherwise), directly or indirectly, of any assets, securities, properties, interests or businesses other than in the ordinary course of business;

(h) any sale, lease or other transfer or disposition by the Company of, or creation or incurrence of any Lien on, any material assets, securities or properties of the Company, other than Permitted Liens and sales and non-exclusive licenses of products or services in the ordinary course of business consistent with past practice;

(i) any abandonment, lapse or loss of rights in, any Company IP;

(j) any loss, damage or destruction to its properties or assets, whether or not covered by

insurance and whether or not in the ordinary course of business, in an aggregate amount in excess of $250,000;

(k) the making by the Company of any loans, advances or capital contributions to, or investments in, any other Person, except for advances made to directors, officers and employees in an amount not exceeding $10,000 to any individual in the ordinary course of business consistent with past practice or inter-company advances;

(l) the incurrence, creation, assumption or otherwise becoming liable for any Indebtedness or assumption, guaranty, endorsement or otherwise becoming liable or responsible for the Indebtedness of any other Person;

(m) the entering into, amendment or modification in any material respect or termination of any Material Contract or the waiver, release or assignment of any material rights, claims or benefits with respect to any Material Contract;

(n) except as required by Applicable Law, (i) a material increase in benefits payable under any existing severance or termination pay policy or employment agreement with any Business Employee, (ii) the entering into of any material employment, deferred compensation or other similar agreement with any Business Employee, (iii) the establishment, adoption or amendment in any material respect of any Employee Plan, in any case, that establishes or materially increases compensation or benefits for any Business Employee, or (iv) any material increase in compensation or benefits payable to any Business Employee, except for any such increases in the ordinary course of business consistent with past practice for employees earning less than $400,000 of annual cash compensation;

(o) any hiring of any new Business Employees, other than employees with a title of director or below hired in the ordinary course of business consistent with past practice;

(p) any termination of any officer-level Business Employee, holding a title of vice president or above, other than for good reason or for reasonable cause;

(q) any grant of material refunds, credits, rebates or other allowances by the Company or Indigo to any end user, customer, reseller or distributor, in each case, other than in the ordinary course of business consistent with past practice;

(r) any change in the methods of accounting or accounting practices of the Company, except as required by concurrent changes in GAAP, as agreed to by its independent public accountants;

(s) any settlement, or offer or proposal to settle any material Proceeding or claim directly involving the Business or against the Company (other than any Proceeding involving a settlement of $200,000 or less as its sole remedy); or

(t) any (i) making or changing of any material Tax election; (ii) filing of any material amended Tax Return; or (iii) settlement or compromise of any claim, notice, audit report or assessment in respect of any material Tax, except, in each case, in respect of any Taxes reflected on any affiliated, consolidated, unitary or combined Tax Return of Indigo or its Subsidiaries other than the Company.

Section 3.08 No Undisclosed Liabilities. Except for those liabilities and obligations (a) as reserved and reflected in the Latest Balance Sheet, (b) incurred in the ordinary course of business consistent with past practice since the date of the Latest Balance Sheet, or (c) incurred under this Agreement or in connection with the transactions contemplated hereby, including the Merger, the

Company has no liabilities or obligations of a type required to be reflected on the face of a balance sheet of the Company prepared in accordance with GAAP.

Section 3.09 Material Contracts.

(a) Section 3.09 of the Disclosure Schedule contains a complete and accurate list of each of the following Business Contracts (a Business Contract responsive to any of the following categories being hereinafter referred to as a "Material Contract"):

(i) any Real Property Lease providing for annual rentals of $100,000 or more;

(ii) any Business Contract pursuant to which any material Intellectual Property Rights or Technology have been licensed to Indigo or the Company (other than Business Contracts for commercial off-the-shelf software or standard commercial service offerings that are generally available on standard terms, in each case for aggregate license fees of $200,000 or less);

(iii) any Business Contract pursuant to which any material Company IP has been licensed to a third party by Indigo or the Company;

(iv) any Business Contract imposing a non-compete, exclusivity or any other material restriction on the right or ability of the Company, or, after the Effective Time, the right or ability of the Surviving Corporation, to conduct the Business (other than non-solicitation covenants entered into the ordinary course of the business consistent with past practice);

(v) any collective bargaining agreement or similar agreement with any labor union;

(vi) any Business Contract that is a cross-license agreement, concurrent use agreement, consent to use agreement or standstill agreement relating to the Business;

(vii) any Business Contract with a Significant Customer;

(viii) any Business Contract with a Significant Provider;

(ix) any Business Contract with any Business Employee providing for (A) severance, change-in-control or retention benefits to such Business Employee, or (B) the increase or acceleration of benefits to such Business Employee payable as a result of the Merger (or any termination of employment following the Merger) or (C) aggregate payments in any calendar year in excess of $200,000, in each case, other than offer letters in the ordinary course of business for at-will employment and participation in Employee Plans;

(x) any material value added reseller, distribution, or reseller Business Contract providing for the distribution or resale of any Product for which the Business has received any revenues in calendar year 2013;

(xi) any material Business Contract imposing "most favored nation" or similar pricing terms on the Company or grants exclusive rights, rights of first refusal, rights of first negotiation, or similar rights to any Person;

(xii) any partnership, joint venture or similar Business Contract or any Business Contract relating to ownership of or investments in any business or enterprise;

(xiii) any Business Contract relating to Indebtedness in excess of $100,000 or the deferred purchase price of property in excess of $100,000 (in either case, whether incurred, assumed, guaranteed or secured by any asset);

(xiv) any Business Contract pursuant to which the Company has advanced or loaned any other Person amounts exceeding $50,000 in the aggregate;

(xv) any Business Contract under which (A) any Person has directly or indirectly guaranteed any liabilities or obligations of the Company in connection with the Business or (B) the Company has directly or indirectly guaranteed liabilities or obligations of any other Person (in each case other than endorsements for the purposes of collection in the ordinary course of business);

(xvi) any Business Contract for the sale or other disposition of any material assets of the related to the Business, other than sales of inventory and non-exclusive licenses entered into in the ordinary course of business.

(xvii) any Business Contract reflecting a settlement of any threatened or pending Proceeding, other than (A) releases immaterial in nature or amount entered into with former Business Employees or consultants or independent contractors of the Business in the ordinary course of business in connection with the routine cessation of such employee's or independent contractor's employment or engagement with Indigo or the Company or (B) settlement agreements for cash only (which has been paid) and which does not exceed $200,000 as to such settlement;

(xviii) any Business Contract relating to the creation of any Lien, other than Permitted Liens, with respect to any material asset owned by the Company or the Assets Contributed to the Company; and

(xix) any Business Contract with any Governmental Authority or Card Association.

(b) Indigo has made available to Parent accurate and complete copies of all written Material Contracts identified in Section 3.09(a) of the Disclosure Schedule, including all amendments thereto. Section 3.09(a) of the Disclosure Schedule provides an accurate description of the terms of each Material Contract identified in Section 3.09(a) of the Disclosure Schedule that is not in written form.

(c) Each Material Contract is a valid and binding agreement of Indigo or the Company, as applicable, and is in full force and effect, and neither Indigo nor the Company is and, to the Knowledge of Indigo, no other party thereto is in default or breach in any material respect under the terms of any such Contract, and, to the Knowledge of Indigo, no event has occurred, that (with or without notice or lapse of time) will, or would reasonably be expected to, (i) result in a material violation or breach of any of the provisions of any Material Contract, (ii) give any Person the right to declare a default or exercise any remedy under any Material Contract, (iii) give any Person the right to accelerate the maturity or performance of any Material Contract or (iv) give any Person the right to cancel or terminate for cause any Material Contract.

Section 3.10 Compliance with Applicable Laws; Licenses and Permits.

(a) The Business is, and has at all times since January 1, 2010 been, operated in material compliance with, and to the Knowledge of Indigo, neither Indigo nor the Company is, and at no time since January 1, 2010 has either Indigo or the Company been, under investigation with respect to or

threatened to be charged with or given notice of any material violation of, any Applicable Law in connection with the Business, except in each case as would not reasonably be expected to be material to the Business. No examination by any Governmental Authority or Card Association has resulted, or is reasonably likely to result, in material adverse findings or any requirement or order to implement material remedial actions.

(b) Each of Indigo and the Company has, and at all times since January 1, 2010 has had, all consents, licenses, permits, registrations, accreditations franchises, certificates, qualifications, provider numbers, rights, privileges, consents, waivers, approvals, authorizations or orders of any Governmental Authority or third party (collectively, the "Permits"), and has made all necessary filings required under Applicable Law, necessary to operate the Business in accordance with Applicable Laws and otherwise to conduct the Business, except where the failure to have any Permits, individually or in the aggregate, would not reasonably be expected to be material to the Business. Neither Indigo nor the Company is in material breach of or default under any Permit. Each of Indigo and the Company is in compliance with all requirements to maintain all Permits and no Governmental Authority or Card Association has disclosed any intent to, or has prohibited or otherwise limited or imposed restrictions applicable to any Permit. All material Permits will be available and be in full force and effect for the benefit of the Business, Indigo and Company through and immediately after the Closing.

Section 3.11 Litigation.

(a) As of the date of this Agreement, except as set forth in Section 3.11 of the Disclosure Schedule, since January 1, 2011 there has been no Proceeding directly related to the Business pending against Indigo or the Company, and (to the Knowledge of Indigo), since January 1, 2011, no Person has threatened in writing to commence any Proceeding against the Business that, individually or in the aggregate, if determined adversely to Indigo or the Company, as the case may be, would reasonably be expected to be material to the Business.

(b) As of the date of this Agreement, there is no material order, writ, injunction, directive, restriction, judgment, settlement or decree (collectively, "Orders") to which the Company is subject or which restricts in any material respect the ability of Indigo or the Company to conduct the Business.

Section 3.12 Real Property. The Company does not own any real property. Section 3.12 of the Disclosure Schedule lists each address of each real property occupied by the Company (the "Business Real Property"). Section 3.12 of the Disclosure Schedule sets forth a true and complete list of all leases, subleases, licenses or other occupancy agreements or arrangements relating to the Business Real Property (each, a "Real Property Lease") (including all amendments, extensions, renewals, guaranties and other agreements with respect thereto). Except as set forth on Section 3.12 of the Disclosure Schedule, with respect to each of the Real Property Leases: (i) such Real Property Lease is legal, valid, binding, enforceable and in full force and effect; (ii) the Company is not and to the Knowledge of the Company, no other party thereto, in breach or default under such Real Property Lease, and no event has occurred or circumstance exists which, with the delivery of notice, the passage of time or both, would constitute such a breach or default, or permit the termination, modification or acceleration of rent under such Real Property Lease; and (iii) the Company has not subleased, licensed or otherwise granted any Person the right to use or occupy such Business Real Property or any portion thereof. The Business Real Property comprises all of the real property used or intended to be used, or otherwise related to, the Business.

Section 3.13 Properties.

(a) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (i) Indigo or the Company has valid and subsisting ownership interests in, or in

the case of leased property and assets, has valid leasehold interests in, all personal property used in the Business, free and clear of all Liens, other than Permitted Liens and (ii) to the Knowledge of Indigo, the equipment used in the Business by Indigo or the Company has no material defects, is in good operating condition and repair and has been reasonably maintained consistent with standards generally followed in the industry (giving due account to the age and length of use of same, ordinary wear and tear excepted), and is adequate and suitable for the operation of the Business.

(b) The property and assets owned, leased or licensed by the Company, or which the Company otherwise has the right to use, together with the Assets Contributed to the Company, which are transferred to the Surviving Corporation at the Closing, constitute all of the property and assets owned, leased or licensed by the Company or Indigo for the operation of the Business as currently conducted, and as were used to produce the results shown in the Financial Statements (except to the extent of sales of Inventory in the ordinary course of operating the Business), in each case other than (i) any Contracts to which Indigo is a party identified in Section 3.13(b)(ii) of the Disclosure Schedule that are necessary for the operation of the Business but that are not Assets Contributed to the Company, (ii) the assets, properties and rights used to perform the services that are the subject of the Transition Services Agreement, (iii) the assets, properties and rights that are the subject of the License Agreement, and (iv) as provided in Section 3.13(b)(iv) of the Disclosure Schedule.

For the avoidance of doubt, nothing in this Section 3.13(b) shall be construed as a representation or warranty with respect to the infringement, misappropriation or other violation of the Intellectual Property Rights of any Person, which matters shall be exclusively governed by Section 3.14.

Section 3.14 Intellectual Property

(a) Prior to the Closing, the Company or Indigo owns all right, title, and interest to and in the Company IP free and clear of any Liens (other than Permitted Liens and any licenses granted pursuant to the Material Contracts listed in Section 3.09(a) of the Disclosure Schedule or non-exclusive licenses otherwise granted in the ordinary course of business). Immediately after the Closing, the Company shall own all right, title, and interest to and in the Company IP free and clear of any Liens (other than Permitted Liens and any licenses granted pursuant to the Material Contracts listed in Section 3.09(a) of the Disclosure Schedule or non-exclusive licenses otherwise granted in the ordinary course of business) and, to the Knowledge of Indigo, the Company shall have a valid and enforceable right to use all other Intellectual Property Rights used in connection with the Business.

(b) All employees and independent contractors of the Company or Indigo that developed or created material elements of the Company IP have signed a proprietary information and inventions agreement or consulting agreement containing proprietary information, confidentiality and assignment provisions that provide for (i) the non-disclosure by such Person of any confidential information of the Business, and (ii) the assignment of all of their rights in such Company IP, including, as applicable, all Intellectual Property Rights therein, to the Company or Indigo. Without limiting any other provision of this Agreement, to the Knowledge of Indigo, no employee or independent contractor of the Company or Indigo owns or has any right to any Intellectual Property Rights or Technology developed on behalf of the Company or developed on behalf Indigo and used primarily in connection with the Business, except for any moral rights or other similar non-transferrable rights, nor to the Knowledge of Indigo has any employee or independent contractor made any assertions with respect to any alleged ownership or rights thereto.

(c) Section 3.14(c) of the Disclosure Schedule identifies as of the date of this Agreement each item of Registered IP and the jurisdiction in which such item of Registered IP has been registered or filed and the applicable application, registration, or serial or other similar identification number and date.

The Company or Indigo has made all filings and payments and has taken all other actions required to be made or taken to maintain each item of Company IP that is Registered IP in full force and effect by the applicable deadline and otherwise in accordance with all Applicable Laws. No interference, opposition, reissue, reexamination or other similar proceeding is pending in which any Registered IP is being contested or challenged.

(d) To the Knowledge of Indigo, (i) no Person has infringed, misappropriated, diluted or otherwise violated any Company IP or is currently infringing, misappropriating, diluting or otherwise violating any Company IP, and (ii) neither the Company nor the conduct of the Business infringes, dilutes, misappropriates, or otherwise violates, any Intellectual Property Right of any other Person. No claim or Proceeding alleging that the Company or the operation of the Business has infringed, misappropriated, or otherwise violated any Intellectual Property Right of any other Person is pending or threatened in writing against Indigo or the Company, and Since January 1, 2011 neither the Company nor Indigo have received any unsolicited offers to license patent rights relating to the Business from another Person. Since January 1, 2011, no Person (including any customer or licensee of Company) has requested or demanded in writing that the Company or Indigo indemnify such Person with respect to a claim of infringement, misappropriation, dilution or other violation of Intellectual Property Rights asserted by any other Person.

(e) The Company or Indigo has taken commercially reasonable steps to preserve the confidentiality of their trade secrets that constitute Company IP. Neither the Company nor Indigo has a duty or obligation to deliver or license the Source Code for any Company Software to any escrow agent for the benefit of any other Person. To the Knowledge of Indigo, no event has occurred that will, or could reasonably be expected to, result in the delivery or license of any Source Code for the Company Software to any other Person who is not, as of the date of this Agreement, an employee or contractor of Indigo or the Company.

(f) No Company Software is subject to any “copyleft” or other obligation or condition (such as under the GNU Public License, Lesser GNU Public License, or Mozilla Public License) that requires the Company as part of the operation of the Business as currently conducted to (i) to disclose, license, or distribute any Source Code for any portion of such Company Software or any other Company IP, or (ii) grant to licensees the right to make derivative works or other modifications to such Company Software or portions thereof.

(g) Except for license keys, usage verification mechanisms, or similar mechanisms used in conjunction therewith, Indigo has taken reasonable efforts to ensure that all Products are free of any disabling codes or instructions, timer, copy protection device, clock, counter or other limiting design or routing and any “back door,” “time bomb,” “Trojan horse,” “worm,” “drop dead device,” “virus” or other similar programs, software routines or hardware components that permit unauthorized access or the unauthorized disablement or erasure of such Products (or any part thereof) or data or other software of users or otherwise cause them to be incapable of being used in the manner for which they were designed.

(h) To the Knowledge of Indigo, there has been no unauthorized access, theft, or disclosure of any Source Code of any Product. To the Knowledge of Indigo, there are no vulnerabilities associated with any Product, including any in-process versions, that would reasonably be expected to have a Material Adverse Effect. Indigo's products do not use any Company Software code.

(i) The IT System is adequate for the operation of the Business and is sufficient for its current function, operation and purposes. With respect to the IT System: (i) the Company has a commercially reasonable disaster recovery plan in place, (ii) to the Knowledge of Indigo, there have been no material successful unauthorized intrusions or breaches of the security of the IT System and there have

not been any material malfunctions that have not been remedied or replaced in all material respects, or any material unplanned downtime or service interruption, (iii) with respect to IT Systems owned or controlled by the Company, the Company has implemented or is in the process of implementing (or in the exercise of reasonable business judgment have determined that implementation is not yet in the best interest of the Company) in a timely manner any and all security patches or security upgrades that are generally available for the IT System, and (iv) with respect to IT Systems owned or controlled by the Company. the IT System and the security, use and operation thereof meets the requirements of all Applicable Laws, any applicable Card Association Rules, and the requirements necessary for the Company to maintain any permits and certifications necessary to conduct the Business as currently conducted.

(j) Each Company Product licensed to third parties is capable of performing in accordance with its user documentation in all material respects when properly installed and used. Neither the Company nor Indigo has received any unresolved written claims from third parties and, to its Knowledge, is not aware of any unwritten claims from third parties, that any Products or services that have been licensed, provided or performed by the Company or Indigo (in connection with the Business) to or for such third parties were in any material respect not in conformity with the terms and requirements of all applicable warranties and other contracts and with all Applicable Laws, except where the same would not have a Material Adverse Effect.

(k) The Company maintains policies and procedures regarding data security, privacy, data transfer and the use of data that are commercially reasonable and that are designed to ensure that the Company and the operation of the Business is in compliance with all Applicable Law and Card Association Rules applicable to the Business. The Company and the operation of the Business is and has been in material compliance with all such policies and procedures and all Applicable Laws and applicable Card Association Rules with respect to data security, privacy, transfer and use. Neither the Company nor Indigo (in connection with the operation of the Business) has given, or has been required under Applicable Law or any applicable Card Association rules to give, notice to any customer, supplier, Card Association, Governmental Authority, data subject or other Person of any actual or alleged data security breaches or data security failures or noncompliance pursuant to any Applicable Law, Card Association Rule or Contract. To the Knowledge of Indigo, there has been no material unauthorized access to, use, loss, or breaches of the security of any personal information, payment card information, confidential or proprietary data or any other such information collected, maintained or stored by or on behalf of the Company or by or on behalf of Indigo in connection with the Business.

Section 3.15 Significant Customers; Significant Providers.

(a) Neither Indigo nor the Company has received, during the 12 months prior to the date of this Agreement, any written notice that any of its top 50 active customers of the Business based on recurring revenue for the ten (10) months ended May 31, 2013 on an annualized basis as set forth on Section 3.15(a) of the Disclosure Schedules (the "Significant Customers") intends to terminate or substantially reduce (other than reductions in the number of users in the ordinary course of business of such Significant Customer) its business with the Business, and no such Significant Customer has terminated or substantially reduced (other than reductions in the number of users in the ordinary course of business of such Significant Customer) its business with the Business in the 12 months immediately preceding the date of this Agreement.

(b) Neither Indigo nor the Company has received, during the 12 months prior to the date of this Agreement, any written notice that any of its top 5 active suppliers or providers of the Business based on volume of costs of purchases for the ten (10) months ended May 31, 2013 on an annualized basis as set forth on Section 3.15(b) of the Disclosure Schedules (the "Significant Providers") intends to terminate or

substantially reduce its business with the Business, and no such Significant Provider has terminated or substantially reduced its business with the Business in the 12 months immediately preceding the date of this Agreement.

Section 3.16 Tax Matters.

(a) The Company has timely filed (or had filed on its behalf) with the appropriate Tax authorities all Tax Returns required to be filed. All such Tax Returns are complete and accurate in all material respects. All Taxes due and owing by the Company (whether or not shown on any Tax Returns) have been paid. The Company is not currently the beneficiary of any extension of time within which to file any material Tax Return. No claim has been made in writing during the last three years by a Tax authority or other Governmental Authority in a jurisdiction where the Company does not file Tax Returns that the Company is or may be subject to taxation by that jurisdiction.

(b) The unpaid Taxes of the Company did not, as of April 30, 2013, exceed the reserve for Tax liability (excluding any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the Latest Balance Sheet. Since April 30, 2013, the Company has not incurred any liability for Taxes outside the ordinary course of business or otherwise inconsistent with past custom and practice.

(c) All Taxes required to be withheld or collected by (or on behalf of) the Company have been withheld and collected and, to the extent required by Law, timely paid to the appropriate Governmental Authority.

(d) No deficiencies for Taxes with respect to the Company have been claimed, proposed or assessed in writing by any Tax authority or other Governmental Authority that have not been settled. To the Knowledge of Indigo, there are no pending or threatened audits, assessments or other actions for or relating to any liability in respect of Taxes of the Company. The Company has not waived any statute of limitations in respect of any Taxes or agreed to any extension of time with respect to any material Tax assessment or deficiency.

(e) There are no Liens (other than Permitted Liens) for Taxes upon any property or asset owned by the Company.

(f) The Company has not been a party to a transaction that is or is substantially similar to a “reportable transaction,” as such term is defined in Treasury Regulations Section 1.6011-4(b)(1).

(g) The Company has properly collected and remitted sales and similar Taxes with respect to sales made to its customers.

(h) The Company is not subject to Tax in any jurisdiction other than the United States by virtue of (i) having a permanent establishment or other place of business or (ii) having a source of income in that jurisdiction.

(i) The Company will not be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any: (i) change in method of accounting for a taxable period ending on or prior to the Closing Date; (ii) “closing agreement” as described in Code Section 7121 (or any corresponding or similar provision of state, local or foreign income Tax law) executed on or prior to the Closing Date; (iii) any use of an improper method of accounting for a taxable period ending on or prior to the Closing Date; (iv) installment sale or open transaction disposition made on or prior to the Closing Date; (v) prepaid

amount received or deferred revenue accrued on or prior to the Closing Date; or (vi) election under Code Section 108(i).

(j) Each agreement, contract, plan or other arrangement that is a "nonqualified deferred compensation plan" subject to Section 409A of the Code to which the Company is a party (collectively, a "Plan") has been maintained and operated in compliance with the requirements of Section 409A(a)(2), (3), and (4) of the Code and the Treasury Regulations and Internal Revenue Service guidance issued thereunder, or an available exemption therefrom, and no amounts paid or payable by the Company under any such Plan has been or would reasonably be expected to be subject to the interest and additional tax set forth under Section 409A(a)(1)(B) of the Code.

Section 3.17 Employees and Employee Benefit Plan

(a) Section 3.17(a) of the Disclosure Schedule sets forth an accurate and complete list of the names, titles, employment start dates, annual base salary or hourly wages, as applicable, and bonus. incentive or commission opportunity of all Business Employees (as of the date of this Agreement).

(b) Section 3.17(b) of the Disclosure Schedule sets forth an accurate and complete list identifying each "employee benefit plan," as defined in Section 3(3) of ERISA, each material employment, severance or similar Contract (excluding any at-will offer of employment letters, confidentiality agreements and invention assignment agreements) and each other plan, policy or Contract (written or oral) providing for compensation, benefits, bonuses, commission, profit-sharing, stock option or other stock related rights or other forms of compensatory equity or incentive or deferred compensation, vacation benefits, paid-time-off, insurance (including any self-insured arrangements), health or medical benefits, welfare benefits, employee assistance program, disability or sick leave benefits, workers' compensation, supplemental unemployment benefits, severance benefits, change of control payments, post-employment benefits, pension or retirement benefits, or fringe benefits which is maintained, administered or contributed to by Indigo, the Company or any Affiliate of the Company and covers any Business Employee, or with respect to which the Company has any liability (collectively, the "Employee Plans").

(c) With respect to each Employee Plan, Indigo has made available to Parent true, current, correct and complete copies, as applicable, of the plan document and the most recent summary plan description.

(d) Each Employee Plan has been established, maintained and (if applicable) funded in compliance in all material respects with its terms and with the applicable requirements of ERISA and the Code. Each Employee Plan intended to be qualified under Section 401(a) of the Code has received a favorable determination letter or is entitled to rely on a favorable opinion letter from the Internal Revenue Service, and, to the Knowledge of Indigo, nothing has occurred that could reasonably be expected to adversely affect the qualification of such plan.

(e) None of Indigo, the Company or any of their Affiliates (nor any predecessor thereof) sponsors, maintains or contributes to, or has, within the past six years, sponsored, maintained or contributed to, or has any fixed or contingent liability with respect to, (i) any defined benefit pension plan subject to Title IV of ERISA or Section 412 of the Code, or (ii) any "multiemployer plan" (as defined in Section 3(37) of ERISA).

(f) Except as set forth on Section 3.17(f) of the Disclosure Schedule, neither Indigo nor the Company has any liability or obligation with respect to the provision of post-retirement or post-termination medical, health, or life insurance or other welfare-type benefits for any current or former

Business Employee (other than in accordance with COBRA and for which the beneficiary pays the entire premium cost). Indigo and each of its Affiliates have complied and are in compliance in all material respects with the requirements of COBRA. The Company does not have any liability as a result of at any time being considered a single employer under Section 414 of the Code with any other Person.

(g) Except as set forth on Section 3.17(g) of the Disclosure Schedule, the execution, delivery and performance of this Agreement by the Company and the consummation by the Company of the transactions contemplated by this Agreement will not (alone or in combination with any other event) result in (i) an increase in the amount of compensation or benefits, or the acceleration of the vesting or timing of payment of any compensation or benefits, in either case, payable to or in respect of any current or former Business Employee or (ii) any increased or accelerated funding obligation with respect to any Employee Plan.

(h) There is no Contract covering any Business Employee that, as the result of the transactions contemplated by this Agreement, either individually or together with any other such Contracts, will or could reasonably be expected to, give rise directly or indirectly to the payment of any amount that would be characterized as a “parachute payment” within the meaning of Section 280G(b)(2) of the Code. There is no Contract by which the Company is bound that requires the Company to compensate any Business Employee for excise taxes paid pursuant to Section 4999 of the Code or Taxes under Code Section 409A.

(i) Neither the Company nor any ERISA Affiliate of the Company is a party to or subject to, or is currently negotiating in connection with entering into, any collective bargaining agreement or similar contract, understanding or agreement with a labor union, works council or similar organization with respect to the Business, nor, to the Knowledge of Indigo, have there been any attempts to organize the Business Employees. Since January 1, 2010, there has been no labor strike, walkout, work stoppage or other material labor dispute pending against the Company with respect to any Business Employees. The Company has not implemented any layoffs or facility closures affecting any Business Employee and causing the Company to incur any liability or obligation under the Workers Adjustment and Retraining Notification Act of 1988, as amended, or any other similar state or local Applicable Law (collectively, the “WARN Act”). To the Knowledge of Indigo, no key Business Employee has informed Indigo and/or the Company of his/her intention to terminate his/her employment with Indigo or the Company.

Section 3.18 Environmental Matters. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect: (a) the Company is now and since January 1, 2010 has been in compliance with all Environmental Laws and the Company has and is in compliance with, and since January 1, 2010 has had and been in compliance with all Environmental Permits necessary for the conduct and operation of the Business and occupancy of the Business Real Property, (b) there is not now and has not been any Hazardous Substances generated, treated, stored, transported, disposed of, released, or otherwise existing on, under, about, or emanating from or to, any property currently or formerly owned, leased, operated or used by the Company, or any other location, and no Person has been exposed to any Hazardous Substance, except in compliance with, and as would not result in liability under, all applicable Environmental Laws, (c) the Company has not received any written notice of alleged liability for, or any inquiry or investigation regarding, any release or threatened release of Hazardous Substances or liability under, alleged violation of, or non-compliance with, any Environmental Law, and (d) the Company has furnished to Parent and Merger Sub copies of all material environmental audits, assessments and reports, and other documentation materially bearing on environmental, health or safety liabilities of any Company, which are in its possession or reasonable control.

Section 3.19 Finders' Fees. There is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of the Company or its Affiliates

who might be entitled to any fee or commission from the Company or its Affiliates in connection with the transactions contemplated by this Agreement.

Section 3.20 Certain Transactions. Except as set forth in Section 3.20 of the Disclosure Schedule, the Company is not indebted, directly or indirectly, to any of its Affiliates (including Indigo), employees, directors or officers or to any member of their respective immediate families in any amount whatsoever, except for Indebtedness to employees for accrued salaries, bonuses and other employee benefits not yet payable or for reasonable business expenses actually incurred. Except as set forth in Section 3.20 of the Disclosure Schedule, none of the Affiliates (including Indigo), employees, directors or officers of the Company, nor any member of their respective immediate families, is party to any Contract or transaction with or indebted, directly or indirectly, to the Company or, to the Knowledge of the Company, has any direct or indirect ownership interest in any firm or business entity with which the Company has a material business relationship (other than the ownership of five percent (5%) or less of the outstanding voting securities of any such firm or business entity).

Section 3.21 No Other Representations and Warranties. Except for the representations and warranties of Indigo contained in this Article 3 or the Disclosure Schedule, each of Parent and Merger Sub acknowledges and agrees that neither Indigo, the Company nor any other Person makes any other express, implied or statutory representation or warranty with respect to the Business, the Company, the transactions contemplated hereby or otherwise. Except for the representations and warranties contained in this Article 3 or the Disclosure Schedule, Indigo and the Company hereby disclaim all liability and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to Parent or its Affiliates or Representatives (including any opinion, information, projection, or advice that may have been or may be provided to Parent by any Representative of Indigo, the Company or any of their respective Affiliates or Representatives). Neither the Company nor Indigo makes any representations or warranties to Parent or Merger Sub regarding the probable success or profitability of the Company or the Business.

ARTICLE 4.
REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUB

Parent and Merger Sub represent and warrant to Indigo and the Company that:

Section 4.01 Corporate Existence and Power. Each of Parent and Merger Sub is a corporation duly incorporated, validly existing and in good standing under the Applicable Laws of its jurisdiction of incorporation. Since the date of its incorporation, Merger Sub has not engaged in any activities other than in connection with or as contemplated by this Agreement.

Section 4.02 Corporate Authorization. Each of Parent and Merger Sub has all necessary power and authority to enter into and to perform its obligations under this Agreement and the other Transaction Documents to which it is a party; and the execution, delivery and performance by each of Parent and Merger Sub of this Agreement and the other Transaction Documents to which it is a party have been duly authorized by all necessary action on the part of Parent and Merger Sub, as applicable. Each of this Agreement and each of the other Transaction Documents to which it is a party constitutes the legal, valid and binding obligation of Parent and Merger Sub, enforceable against Parent and Merger Sub in accordance with its terms, subject to (i) laws of general application relating to bankruptcy, insolvency and the relief of debtors and (ii) rules of law governing specific performance, injunctive relief and other equitable remedies.

Section 4.03 Governmental Authorization. The execution, delivery and performance by Parent and Merger Sub of this Agreement and the consummation by Parent and Merger Sub of the

transactions contemplated hereby require no action by or in respect of, or filing with, any Governmental Authority, other than (i) the filing of a certificate of merger with respect to the Merger with the Delaware Secretary of State, (ii) compliance with the HSR Act and any other Competition Law, (iii) compliance with any applicable requirements of the Securities Act, the Exchange Act and any other U.S. state or federal securities laws or the laws of any national securities exchange and (iv) any actions or filings the absence of which would not be reasonably expected to materially impair the ability of Parent and Merger Sub to consummate the transactions contemplated by this Agreement.

Section 4.04 Non-contravention.. The execution, delivery and performance by Parent and Merger Sub of this Agreement and the consummation by Parent and Merger Sub of the transactions contemplated hereby do not and will not (i) contravene, conflict with, or result in any violation or breach of any provision of the certificate of incorporation or bylaws of Parent or Merger Sub or (ii) assuming compliance with the matters referred to in Section 4.03, contravene, conflict with or result in a violation or breach of any provision of any Applicable Law, except, with respect to the above-described clauses, for any such contraventions, conflicts, violations, breaches, defaults, Liens or other occurrences, which, individually or in the aggregate, would not reasonably be expected to be material.

Section 4.05 Financial Capability. On the Closing Date, Parent will have sufficient cash, available lines of credit or other sources of immediately available funds to pay the Merger Consideration and to perform all other financial obligations of Parent contemplated by this Agreement on the Closing Date. Parent has delivered to Indigo a true and complete copy of each of the executed Debt Commitment Letter and the executed Equity Commitment Letter. As of the date of this Agreement, neither of the Commitment Letters has been amended or modified in any manner prior to the date of this Agreement. Neither Parent nor any of its Affiliates has entered into any agreement, side letter or other commitment or arrangement relating to the financing of the Merger Consideration or the transactions contemplated by this Agreement, other than those which do not impact the conditionality or the amount of Financing that will be available on the Closing Date. As of the date of this Agreement, the proceeds of the Financing (both before and after giving effect to the exercise of any or all “market flex” provisions related thereto) will be sufficient to consummate the transactions contemplated hereby on the Closing Date, including the payment of the Merger Consideration on the Closing Date. As of the date of this Agreement, the respective commitments contained in the Commitment Letters have not been withdrawn or rescinded in any respect. The Commitment Letters are in full force and effect and represent a valid, binding and enforceable obligation of Parent and each other party thereto, to provide the financing contemplated thereby subject only to the satisfaction or waiver of the Financing Conditions and, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting rights of creditors. As of the date of this Agreement, Parent has fully paid (or caused to be paid) any and all commitment fees and other amounts that are due and payable on or prior to the date of this Agreement, in each case, in connection with the Financing. As of the date of this Agreement, no event has occurred which, with or without notice, lapse of time or both, would constitute a breach or default on the part of Parent or, to the knowledge of Parent, any other party thereto under any of the Commitment Letters; provided that Parent is not making any representation or warranty regarding the effect of any inaccuracy of the representations and warranties set forth in Section 3 hereof, or compliance by the Company with its obligations hereunder. Parent has no reason to believe that it or, to the knowledge of Parent, any other party thereto, will be unable to satisfy on a timely basis any condition precedent to the Financing under the Commitment Letters required to be satisfied for the Financing to occur on the Closing Date; provided that Parent is not making any representation or warranty regarding the effect of any inaccuracy of the representations and warranties set forth in Section 3 hereof, or compliance by the Company with its obligations hereunder. There are no conditions precedent or other contingencies related to the funding of the full amount of the Financing, other than the Financing Conditions. The only conditions precedent or other contingencies related to the funding of the Debt Financing on the Closing Date that will be included in the Debt Financing Documents shall be the

Financing Conditions contained in the Debt Commitment Letter. Parent has no reason to believe that (i) any of the Financing Conditions will not be satisfied or (ii) the Financing will not be made available to Parent on the Closing Date in the event that the Financing Conditions are satisfied. Parent understands and acknowledges that under the terms of this Agreement, the obligations of Parent and Merger Sub to consummate the Merger are not in any way contingent upon or otherwise subject to the consummation by Parent or Merger Sub of any financing arrangements, the obtaining by Parent or Merger Sub of any financing or the availability, grant, provision or extension of any financing to Parent or Merger Sub.

Section 4.06 Finders' Fees. There is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of Parent or Merger Sub who might be entitled to any fee or commission from Parent, Merger Sub or any of their Affiliates in connection with the transactions contemplated by this Agreement (excluding, for the avoidance of doubt, any fees or other amounts due under any fee letters relating to any Debt Commitment Letter, Equity Commitment Letter or any alternative financing described in Section 6.06 hereof).

Section 4.07 Due Diligence Investigation. Parent has had an opportunity to discuss the Business and the management, operations and finances of the Company with the Representatives and Affiliates of Indigo and the Company, and has had an opportunity to inspect the facilities of the Company and the Business. Parent has conducted its own independent investigation of the Company. In making its decision to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement, Parent has relied solely upon the representations and warranties of Indigo set forth in the Transaction Documents (and acknowledges that such representations and warranties are the only representations and warranties made by Indigo or the Company) and has not relied upon any other information provided by, for or on behalf of the Company, Indigo, or their Representatives, to Parent in connection with the transactions contemplated by this Agreement. Parent has entered into the transactions contemplated by this Agreement with the understanding, acknowledgement and agreement that no representations or warranties, express or implied, are made with respect to future prospects (financial or otherwise) of the Company or the Business. Parent acknowledges that, except as expressly provided in Article 3, no current or former Representative or Affiliate of Indigo or the Company has made or is making any representations, warranties or commitments whatsoever regarding the subject matter of this Agreement, express or implied.

ARTICLE 5.
COVENANTS OF INDIGO AND THE COMPANY

Section 5.01 Conduct of the Company. From the date of this Agreement until the Effective Time (the "Pre-Closing Period"), except as set forth in Section 5.01 of the Disclosure Schedule or as permitted by any other provision of this Agreement, unless Parent shall otherwise agree in writing (which agreement shall not be unreasonably withheld, delayed or conditioned), the Company and Indigo shall conduct the Business in the ordinary course and use their commercially reasonable efforts to (i) preserve substantially intact the goodwill and current relationships of the Company and Indigo with significant customers, significant suppliers and other Persons with which Indigo or the Company has significant business relations with respect to the Business and (ii) preserve substantially intact their business organizations with respect to the Business. Without limiting the generality of the foregoing, except as expressly contemplated by this Agreement or pursuant to the written consent of Parent (which consent shall not be unreasonably withheld, delayed or conditioned):

(a) the Company shall not amend its certificate of incorporation or bylaws (whether by merger, consolidation or otherwise);

(b) the Company shall not declare, set aside or pay any dividend or other distribution

(whether in cash, stock or property or any combination thereof) in respect of any Company Securities, or redeem, repurchase or otherwise acquire or offer to redeem, repurchase, or otherwise acquire any Company Securities; provided, that the Company shall be permitted to engage in dividends, sweeps and other transfers in order to ensure that the Company shall have no cash or cash equivalents at the Closing;

(c) the Company shall not (i) issue, deliver or sell, or authorize the issuance, delivery or sale of, any shares of any Company Securities or (ii) amend any term of any Company Security (whether by merger, consolidation or otherwise);

(d) neither the Company nor Indigo shall (i) incur any capital expenditures related to the Business or any obligations or liabilities in respect thereof, other than capital expenditures contemplated by Indigo's existing budget for annual capital expenditures for fiscal years 2013 and 2014 previously made available to Parent or (ii) delay any planned capital expenditures;

(e) neither the Company nor Indigo shall intentionally delay or postpone payment of any accounts payable or commissions or any other liability or obligation, or enter into any agreement or negotiation with any party to extend the payment date of any accounts payable or commissions or any other liability or obligation, or accelerate the collection of (or discount) any accounts or notes receivable;

(f) the Company shall not acquire (by merger, consolidation, acquisition of stock or assets or otherwise), directly or indirectly, any assets, securities, properties, interests or businesses other than in the ordinary course of business and with an aggregate value not to exceed $500,000;

(g) neither the Company nor Indigo shall sell, lease or otherwise transfer or dispose of, or create or incur any Lien, other than Permitted Liens, on any of the material assets, securities, properties or interests of the Business, other than sales of services and non-exclusive licenses of products in the ordinary course of business consistent with past practice;

(h) neither the Company nor Indigo shall abandon, or permit to lapse, any Company IP;

(i) the Company shall not make any loans, advances or capital contributions to, or investments in, any other Person, except for advances made to directors, officers and employees in an amount not exceeding $10,000 to any individual in the ordinary course of business consistent with past practice or inter-company advances;

(j) the Company shall not incur, create or assume or otherwise become liable for any Indebtedness in excess of $500,000 in the aggregate or assume, guaranty, endorse or otherwise become liable or responsible for the Indebtedness of another person;

(k) neither the Company nor Indigo shall enter into, amend or modify in any material respect or terminate any Material Contract or otherwise waive, release or assign any of its material rights, claims or benefits with respect to any Material Contract, in each case, outside the ordinary course of business consistent with past practice;

(l) Indigo shall not, except as required by Applicable Law, (i) materially increase the benefits payable under any existing severance or termination pay policy or employment agreement with any Business Employee, (ii) enter into any material employment, deferred compensation or other similar agreement with any Business Employee, (iii) establish, adopt or amend in any material respect any Employee Plan, in any case, that establishes or materially increases compensation or benefits for any Business Employee or (iv) materially increase the cash compensation payable to any Business Employee, except for any such increases in the ordinary course of business consistent with past practice for

employees earning less than $400,000 of annual cash compensation;

(m) the Company and Indigo shall not hire any new Business Employees, other than Business Employees holding a title of director or below in the ordinary course of business consistent with past practice;

(n) the Company and Indigo shall not terminate any officer-level Business Employee holding a title of vice president or above other than for good reason or for reasonable cause;

(o) the Company and Indigo shall not grant any material refunds, credits, rebates or other allowances to any customer, reseller or distributor, other than in the ordinary course of business consistent with past practice;

(p) the Company shall not implement any facility closings or mass layoffs that would trigger the WARN act;

(q) the Company shall not change the Company's methods of accounting or accounting practices, except as required by GAAP;

(r) neither the Company nor Indigo shall commence, settle, or offer or propose to settle, any Proceeding involving the Business or against the Company (other than any Proceeding involving a settlement of $500,000 or less as its sole remedy);

(s) the Company shall not make or change any Tax election; file any amended Tax Return; settle or compromise any claim, notice, audit report or assessment in respect of any Tax; adopt or change any accounting method; fail to pay any Tax when due and payable (including any required estimated Tax payments); surrender any right to claim a refund of Taxes; or consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment, except, in each case, in respect of any Taxes reflected on any affiliated, consolidated, unitary or combined Tax Return of Indigo or its Subsidiaries other than the Company;

(t) the Company shall not form or acquire any Subsidiaries except in connection with acquisitions permitted hereunder;

(u) neither the Company or Indigo shall abandon any Permit or allow any Permit to terminate, lapse or expire;

(v) the Company shall not enter into any Contract that, if entered into on or prior to the date hereof, would be required to be disclosed on Section 3.20 of the Disclosure Schedule (but excluding any other Transaction Documents entered into in connection with the Closing); or

(w) neither the Company nor Indigo shall agree, resolve or commit to do any of the foregoing with respect to the Business.

Section 5.02 Stockholder Approval. Immediately following the execution of this Agreement, Indigo shall promptly provide the Indigo Approval pursuant to a duly authorized and validly executed written consent, which Indigo shall promptly (but in any event within (1) day of the date of this Agreement) deliver to Parent.

Section 5.03 No Solicitation; Other Offers. Until the earlier of the Effective Time or the termination of this Agreement in accordance with its terms, neither the Company nor Indigo shall, and

each shall cause each of its Representatives not to, directly or indirectly, (i) solicit, initiate or encourage, or take any action to solicit, initiate or encourage any inquiries, announcements or communications relating to, or the making of any submission, proposal or offer that constitutes or that would reasonably be expected to lead to, an Acquisition Proposal, (ii) enter into, participate in, maintain or continue any discussions or negotiations relating to, any Acquisition Proposal with any Person other than Parent, (iii) furnish to any Person other than Parent any information that Indigo believes or should reasonably know would be used for the purposes of formulating any inquiry, expression of interest, proposal or offer relating to an Acquisition Proposal, or take any other action regarding any inquiry, expression of interest, proposal or offer that constitutes, or would reasonably be expected to lead to, an Acquisition Proposal or (iv) accept any Acquisition Proposal or enter into any agreement, arrangement or understanding providing for the consummation of any transaction contemplated by any Acquisition Proposal or otherwise relating to any Acquisition Proposal. Each of Indigo and the Company shall, and shall cause each of its Representatives to, immediately cease and cause to be terminated any and all existing activities, discussions or negotiations with any Persons conducted prior to or on the date of this Agreement with respect to any Acquisition Proposal. Indigo shall, within two business (2) days after receipt, advise Parent of (A) any formal or informal inquiry, expression of interest, proposal or offer relating to an Acquisition Proposal, (B) the material terms thereto and (C) the identity of the Person or group making such inquiry, expression of interest, proposal or offer.

Section 5.04 Access to Information. From the date of this Agreement until the Effective Time, Indigo and the Company shall (i) give Parent and its Representatives reasonable access to the offices, properties, books and records, Contracts, commitments, work papers and other documents and information relating to the Company or the Business, (ii) furnish to Parent and its Representatives such financial and operating data and other information relating to the Business as such Persons may reasonably request and (iii) instruct Indigo employees with knowledge of the Business and counsel and financial advisors of Indigo and the Company to cooperate with Parent in its investigation of the Business. Any investigation pursuant to this Section 5.04 shall be conducted in such manner as not to interfere unreasonably with the conduct of Indigo or the Company. Notwithstanding the foregoing, Indigo shall have no obligation to disclose any information the disclosure of which would waive attorney-client privilege or contravene any Applicable Law or Contract entered into prior to the date of this Agreement; provided, that Indigo shall use its use commercially reasonable efforts to seek to obtain such third party's consent to the disclosure of such information and implement requisite procedures to enable the disclosure of such information. Without limiting the foregoing, in the event that the Company does not disclose information in reliance on the preceding sentence, it shall provide notice to Parent that it is withholding such information and shall use its reasonable efforts to communicate to the extent feasible, the applicable information in a way that would not waive such privilege or contravene such Applicable Law or Contract entered into prior to the date of this Agreement. All requests for access to the offices, properties, books and records Contracts, commitments, work papers and other documents and information relating to the Company or the Business shall be made to such Representatives of Indigo as Indigo shall designate, who shall be solely responsible for coordinating all such requests and all access permitted hereunder. It is further agreed that neither Parent nor any of its Representatives shall contact any of the employees, customers (including dealers and distributors), suppliers or joint venture partners of Indigo or any of its Subsidiaries regarding the transactions contemplated hereby, whether in person or by telephone, electronic or other mail or other means of communication, without the specific prior authorization of such Representatives of Indigo.

Section 5.05 Cooperation with Audit. Indigo shall use commercially reasonable best efforts, upon reasonable advance notice by Parent or the Surviving Corporation and during normal business hours, to cooperate with Parent, the Surviving Corporation and their respective Representatives' (at the Surviving Corporation's expense) reasonable requests for assistance to complete an audit of the financial statements of the Business by Ernst & Young LLP prior to November 10, 2013 that Parent and/or the

Surviving Corporation elect to have performed; provided, that Indigo's obligations under this Section 5.05 shall expire 18 months after the Closing Date and be limited to providing assistance for the three fiscal years ended July 31, 2013 and 2012.

Section 5.06 Notices of Certain Events. During the Pre-Closing Period, each party hereto shall promptly notify the other party hereto of the failure of such party or its Representatives, as the case may be, to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it pursuant to this Agreement which would reasonably be expected to result in any condition to the obligations of any party to effect the Merger or any other transaction contemplated by this Agreement not to be satisfied. During the Pre-Closing Period, Indigo shall have the right to supplement or amend the Disclosure Schedule with respect to any matter hereafter first arising after the delivery of the Disclosure Schedule pursuant to this Agreement and not reasonably foreseeable by Indigo or its Representatives as of the date of this Agreement; provided, however, that such supplements or amendments to the Disclosure Schedule shall not be deemed to amend or otherwise modify the Disclosure Schedule or the representations and warranties of Indigo contained herein; provided, further, that no event, development or occurrence shall be incorporated in, supplement or amend the Disclosure Schedule with respect to any Fundamental Representation for any purpose.

Section 5.07 Intracompany Arrangements. Except as set forth on Schedule 5.07, all intracompany (payables and receivables) accounts and other Contracts between the Company, on the one hand, and Indigo or any of its Subsidiaries, on the other hand, that remain in existence immediately prior to the Closing, shall be cancelled without any consideration or further liability to any party and without the need for any further documentation, immediately prior to the Closing. Without limiting the generality of the foregoing, Indigo and the Company shall be permitted to engage in dividends, sweeps and other transfers in order to ensure that the Company shall have no cash or cash equivalents at the Closing.

Section 5.08 Minimum Cash. Indigo shall cause the Company to have unrestricted cash at Closing sufficient to cover all outstanding checks issued by the Company.

ARTICLE 6.
ADDITIONAL COVENANTS OF THE PARTIES

SECTION 6.01 Appropriate Action; Consents; Filings.

(a) During the Pre-Closing Period, the parties shall use their reasonable best efforts to (i) take, or cause to be taken, all action and do, or cause to be done, all things necessary, proper or advisable under Applicable Law or otherwise to consummate and make effective the transactions contemplated by this Agreement as promptly as practicable, (ii) obtain from any Governmental Authorities any Consents required to be obtained by any party or any of their respective Subsidiaries, or to avoid any action or proceeding by any Governmental Authority (including those in connection with any applicable Competition Law), in connection with the authorization, execution and delivery of this Agreement and the consummation of the transactions contemplated herein, including without limitation the Merger and (iii) as promptly as reasonably practicable, and in any event within 10 Business Days after the date the Original Merger Agreement, make all necessary filings, and thereafter make any other required submissions, and pay any fees due in connection therewith, with respect to this Agreement and the Merger required under (A) the Exchange Act, and any other applicable federal or state securities laws, (B) the HSR Act and (C) any other applicable Competition Law; provided, that the parties shall cooperate fully with each other in connection with (y) determining whether any action by or in respect of, or filing with, any Governmental Authority is required, in connection with the consummation of the Merger and (z) seeking any such actions, consents, approvals or waivers or making any such filings. The parties shall furnish to each other all information required for any application or other filing under the rules and

regulations of any Applicable Law in connection with the transactions contemplated by this Agreement.

(b) Indigo shall give (or shall cause its Subsidiaries to give) any notices to third parties, and use, and cause its Subsidiaries to use, their commercially reasonable efforts to obtain any third party consents, (i) necessary, proper or advisable to consummate the transactions contemplated by this Agreement or (ii) required to be disclosed in the Disclosure Schedule, provided, that the parties shall not be required to make any payments in connection with obtaining any such Consents unless expressly required by the terms of a given contract.

(c) Without limiting the generality of anything contained in this Section 6.01, each party hereto shall: (i) give the other parties prompt notice prior to the making or commencement of any request, inquiry, investigation, action or Proceeding by or before any Governmental Authority with respect to the Merger or any of the other transactions contemplated by this Agreement, (ii) keep the other parties informed as to the status of any such request, inquiry, investigation, action or Proceeding and (iii) promptly inform the other parties of any communication to or from the Federal Trade Commission, the Department of Justice or any other Governmental Authority regarding the Merger. Each party hereto will consult and cooperate with the other parties and will consider in good faith the views of the other parties in connection with any filing, analysis, appearance, presentation, memorandum, brief, argument, opinion or proposal made or submitted in connection with the Merger or any of the other transactions contemplated by this Agreement. In addition, except as may be prohibited by any Governmental Authority or by any Applicable Law, in connection with any such request, inquiry, investigation, action or Proceeding, each party hereto will permit authorized Representatives of the other parties to be present at each meeting or conference relating to such request, inquiry, investigation, action or legal proceeding and to have access to and be consulted in connection with any document, opinion or proposal made or submitted to any Governmental Authority in connection with such request, inquiry, investigation, action or legal proceeding.

(d) Each of the parties shall (i) cooperate and coordinate with the other in the making of any filings or submissions that are required to be made under any applicable Competition Laws or requested to be made by any Governmental Authority in connection with the transactions contemplated by this Agreement, (ii) supply the other or its outside counsel with any information that may be required or requested by any Governmental Authority in connection with such filings or submissions, (iii) supply any additional information that may be required or requested by the Federal Trade Commission, the Department of Justice or other Governmental Authorities in which any such filings or submissions are made under any applicable Competition Laws as promptly as practicable, (iv) use their reasonable best efforts to cause and act in a manner to effect the expiration or termination of the applicable waiting periods under any applicable Competition Laws as soon as reasonably practicable and (v) take, or cause to be taken, all actions and do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated hereby, including using their reasonable best efforts to resolve such objections, if any, as the Federal Trade Commission, the Department of Justice, or any other Governmental Authority or Person may assert under any applicable Competition Laws with respect to the transactions contemplated hereby, and to avoid or eliminate each and every impediment under any Applicable Law that may be asserted by any Governmental Authority with respect to the Merger so as to enable the transactions contemplated hereby to be consummated.

Section 6.02 Confidentiality; Public Announcements.

(a) Each of the parties hereby acknowledges and agrees to continue to be bound by the Mutual Nondisclosure and Nonuse Agreement dated as of May 7, 2013, by and between Thoma Bravo, LLC and Indigo (as amended from time to time, the "Confidentiality Agreement").

(b) Each of the parties agrees that no public release or announcement concerning the transactions contemplated hereby shall be issued by any party without the prior written consent of Indigo and Parent (which consent shall not be unreasonably withheld or delayed), except as such release or announcement may be required by Applicable Law or the rules or regulations of any applicable United States securities exchange or regulatory or governmental body to which the relevant party is subject, in which case the party required to make the release or announcement shall use its reasonable best efforts to allow each other party reasonable time to comment on such release or announcement in advance of such issuance. The parties agree that the press release announcing the execution and delivery of this Agreement shall be a joint release of, and shall not be issued prior to the approval of each of, Indigo and Parent.

Section 6.03 Access to Records and Personnel.

(a) From and after the Closing until the third (3rd) anniversary of the Closing, Indigo and Parent shall provide, or cause to be provided, to each other, as soon as reasonably practicable after written request therefor and at the requesting party's sole expense, reasonable access (including using commercially reasonable efforts to give access to third parties possessing information), during normal business hours, to the other party's Representatives and to any books, records, documents, files and correspondence in the possession or under the control of the other party that the requesting party reasonably needs (i) to comply with reporting, disclosure, filing or other requirements imposed on the requesting Party (including under Applicable securities Laws) by a Governmental Authority having jurisdiction over the requesting party in connection with the transactions contemplated hereby, (ii) for use in any other judicial, regulatory, administrative or other Proceeding or in order to satisfy audit, accounting, claims, regulatory, litigation or other similar requirements arising from the transactions contemplated by this Agreement, (iii) for use in any Proceeding relating to the Company IP or the infringement of the Intellectual Property Rights of another Person by the Company, or (iv) to comply with its obligations under this Agreement; provided, however, that no party shall be required to provide access to or disclose information where such access or disclosure (y) is related to any claim against a party or such party's Affiliates (including any claim for indemnification) or (z) would violate any Applicable Law or Contract, or waive any attorney-client or other similar privilege, and each party may redact information regarding itself or its Affiliates or otherwise not relating to the other party and its Affiliates, and, in the event such provision of information could reasonably be expected to violate any Applicable Law or Contract or waive any attorney-client or other similar privilege, the parties shall take commercially reasonable measures to permit the compliance with such obligations in a manner that avoids any such harm or consequence.

(b) Except as otherwise provided in this Agreement, any information owned by a party that is provided to a requesting party pursuant to this Section 6.03 shall be deemed to remain the property of the providing party. Unless specifically set forth herein, nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise in any such information.

(c) Except as otherwise provided herein, each party shall use commercially reasonable efforts to retain the books, records, documents, instruments, accounts, correspondence, writings, evidences of title and other papers relating to the Business (the "Books and Records") in such party's respective possession or control for three years following the Closing Date. Following the expiration of such period, either party may destroy or otherwise dispose of any Books and Records, provided that, prior to such destruction or disposal (i) such party shall use commercially reasonable efforts to provide no less than 30 days' prior written notice to the other party of any such proposed destruction or disposal (which notice shall specify in detail which of the Books and Records is proposed to be so destroyed or disposed of) and (ii) if a recipient of such notice shall request in writing prior to the scheduled date for such destruction or disposal that any of the information proposed to be destroyed or disposed of be delivered to

such recipient, such party proposing the destruction or disposal shall, as promptly as practicable, arrange for the delivery of such of the Books and Records as was requested by the recipient (it being understood that all reasonable out-of-pocket costs associated with the delivery of the requested Books and Records shall be paid by such recipient).

(d) Without limiting the representations of Indigo set forth in Article 3, no party shall have any liability to any other party in the event that any information exchanged or provided pursuant to Section 6.03 is found to be inaccurate. No party shall have any liability to any other party if any information is destroyed or lost after reasonable commercial efforts by such party to comply with the provisions of Section 6.03(c).

(e) From and after the Closing until the fifth anniversary thereof, unless otherwise required by Applicable Law or the rules and regulations of any stock exchange or quotation services on which such party's stock is traded or quoted, each party shall hold confidentially, and shall cause its Affiliates and Representatives to hold confidentially, all information furnished or made available by a party (the "Provider") to the other party (the "Receiver") pursuant to this Section 6.03 and the terms of this Agreement and the other Transaction Documents and Indigo shall, and shall cause its Representatives to hold confidential all confidential or proprietary information relating to the Company or the Business (all such information being referred to as "Confidential Information"). The parties shall, and shall cause their Representatives to, use the Confidential Information only in connection with the performance of this Agreement or as otherwise contemplated hereby. Confidential Information furnished or made available pursuant to this Section 6.03 shall not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by the Receiver or its Representatives in violation of this Agreement, (ii) becomes available to the Receiver or its Representatives on a non-confidential basis from a Person other than the Provider or its Representatives who is not known by the Receiver to be bound by a confidentiality agreement with the Provider or any or its Representatives, or is not known by the Receiver to be under an obligation to the Provider or any of its Representatives not to transmit the information to the Receiver, (iii) was in the possession of the Receiver prior to disclosure by the Provider or its Representatives (provided, that any information regarding the Business in the possession of Indigo prior to the Closing Date or provided to Indigo pursuant to, or maintained by Indigo under, the Transition Services Agreement shall not be subject to this provision) or (iv) is developed by the Receiver independent of any Confidential Information provided hereunder (provided, that any information regarding the Business in the possession of Indigo prior to the Closing Date or provided to Indigo pursuant to, or maintained by Indigo under, the Transition Services Agreement shall not be subject to this provision). Nothing in this Section 6.03 shall affect Parent's rights in the Business following the Closing. In the event that the Receiver or any of its Representatives are required by Applicable Law or the rules and regulations of any stock exchange or quotation services on which such party's stock is traded or quoted to disclose any Confidential Information, the Receiver shall provide the Provider with prompt notice of such request or requirement in order to enable the Provider to: (i) seek an appropriate protective order or other remedy, (ii) consult with the Receiver with respect to the Provider's taking steps to resist or narrow the scope of such request or legal process or (iii) waive compliance, in whole or in part, with the terms of this Section 6.03(e). In the event that such protective order or other remedy is not obtained, or the Provider waives compliance, in whole or in part, with the terms of this Section 6.03(e), the Receiver or its Representative, as the case may be, shall use commercially reasonable efforts to disclose only that portion of the Confidential Information that the Receiver is advised in writing by its legal counsel is legally required to be disclosed and to ensure that all Confidential Information that is so disclosed will be accorded confidential treatment.

(f) Nothing in this Section 6.03 shall require any party to violate any agreement with any third parties regarding the confidentiality of confidential and proprietary information or of customer information; provided, however, that in the event that any party is required under this Section 6.03 to

disclose any such information, that party shall provide notice of the basis for any such potential violation and use commercially reasonable efforts to seek to obtain such third party's consent to the disclosure of such information and implement requisite procedures to enable the disclosure of such information.

Section 6.04 Employee Matters.

(a) No later than eighteen (18) Business Days after the execution of the Original Merger Agreement, Parent shall make offers of employment to each Business Employee commencing on the Closing Date or following an interim consulting arrangement provided in the Transition Services Agreement (which offers, in each case, shall be contingent on the occurrence of the Closing). Sufficient number of offers will be made to Business Employees to avoid triggering the WARN Act. Such offers shall provide each Business Employee initially with (i) subject to relocations contemplated by the Transition Services Agreement, the same general location of employment as or immediately prior to the Closing (which, in any event, shall not be more than 50 miles from such Business Employee's location of employment as of immediately prior to the Closing); (ii) substantially the same responsibilities as such Business Employee's responsibilities as of immediately prior to the Closing; (iii) a base salary or hourly wage rate, as applicable, that is at least equal to that provided to such Business Employee as of immediately prior to the Closing; and (iv) non-equity-based incentive compensation opportunities and other employee benefits (including health, welfare and retirement benefits but excluding any equity-based compensation, defined benefit pension benefits and nonqualified retirement benefits) that are substantially comparable in the aggregate to those provided to the Business Employees as of immediately prior to the Closing. Indigo will reasonably cooperate with Parent and provide Parent with such information as Parent may reasonably request to comply with this Section 6.04(a). Each Business Employee who accepts such offer prior to the Closing Date and who commences employment with Parent on the Closing Date or, with respect to a Business Employee who, as of the Closing Date, is on a leave of absence approved by Indigo or the Company, on the date such leave ends if such Business Employee on leave is able to and does return to work immediately thereafter, provided that such leave ends no later than six (6) months, or, in the case of a leave whereby the Business Employee is entitled under Applicable Law to return later than six (6) months, twelve (12) months following the Closing Date, shall be referred to herein as a "Transferred Employee." Indigo shall use reasonable best efforts to deliver to Parent the employee census data set forth on Section 6.04(a) of the Disclosure Schedule no later than five (5) Business Days following the date of the Original Merger Agreement.

(b) With respect to any 401(k), severance or vacation benefit plans, programs or arrangements maintained by Parent or its Affiliates in which Transferred Employees are eligible to participate after the Closing, Parent shall, and shall cause its Affiliates to, provide each Transferred Employee with full credit for all service recognized by the Company, Indigo and their respective Affiliates and predecessors prior to the Closing for purposes of determining eligibility to participate, vesting and benefit accruals (other than benefit accruals under any defined benefit pension plan); provided that such service shall not be recognized to the extent such recognition would result in a duplication of benefits. Parent shall, and shall cause its Affiliates to, use commercially reasonably efforts to waive all limitations as to preexisting conditions exclusions and waiting periods with respect to participation and coverage requirements applicable to the Transferred Employees under any Parent Employee Plan that is a health benefit plan that such employees may be eligible to participate in after the Closing Date and in the plan year in which the Closing Date occurs, other than limitations or waiting periods that are already in effect with respect to such employees and that have not been satisfied as of the Closing Date under any health benefit plan maintained for the Transferred Employees immediately prior to the Closing Date

(c) Prior to the Closing, neither Parent nor Indigo (including their Affiliates) shall issue any communication (including any electronic communication) to any Business Employee without the prior written approval of Parent and Indigo. The parties shall mutually consider and agree to the contents,

scope, form and timing of any such communications with the Business Employees on all employment-related matters in connection with this Agreement (the "Employment Matters"). At any time following the parties' agreement in accordance with the preceding sentence, Parent and Indigo will, upon reasonable invitation by the other party, participate in any communication sessions relating to Employment Matters organized by the parties (the "Employee Sessions"). Without limiting the foregoing, the parties agree that at all times (i) they shall consult with each other prior to either or both parties carrying out any Employee Sessions or otherwise effecting any communications to the Business Employees relating to Employment Matters and (ii) without Parent's prior written consent, Indigo shall not directly or indirectly, including through any Affiliate or Subsidiary (and irrespective of whether on behalf of itself, the Company or Parent): (A) hold any Employee Session or otherwise effect any communication or meeting to or with Business Employees relating to Employment Matters or (B) make any oral or written representations to Business Employees relating to any Employment Matters.

(d) As soon as practicable following the Closing Date, Parent shall, or shall cause its Affiliates to, cause any Code Section 401(k) plan maintained by Parent or its Affiliates in which the Transferred Employees are eligible to participate following the Closing to accept rollover contributions of "eligible rollover distributions" (within the meaning of Section 401(a)(31) of the Code) from under the Intuit 401(k) Plan (the "401(k) Plan"), including the amount of any unpaid balance of any participant loan made under the 401(k) Plan.

(e) Indigo shall take all steps necessary to cause the 401(k) Plan to distribute for rollover (or transfer as part of a direct rollover) any promissory note evidencing a loan of such Business Employee under such 401(k) Plan. Following the Closing, Parent shall make non-elective contributions to any Code Section 401(k) plan maintained by Parent or its Affiliates in which the Transferred Employees are eligible to participate following the Closing with respect to each Transferred Employee equal to the amount, if any, that such Transferred Employee forfeits under the 401(k) Plan as a result of the transactions contemplated by this Agreement. Indigo shall reimburse Parent for the amounts of such non-elective contributions that exceed $500,000, in the aggregate.

(f) Except as set forth on Section 6.04(f) of the Disclosure Schedule, as of the Closing, Indigo shall assume and/or retain all liabilities or obligations at any time arising under or in connection with any benefit or compensation plan, program, agreement, Contract, policy or arrangement maintained, sponsored or contributed to by Indigo, the Company, or any of its Affiliates or with respect to which Indigo, the Company, or any of its Affiliates has any fixed or contingent liability or obligation. Without limiting the generality of the foregoing, Indigo shall retain all liabilities or obligations, including with respect to any "qualifying event" (as defined under COBRA), under COBRA or similar Applicable Law incurred by Indigo or the Company on or prior to the Closing Date or arising as a result of the transactions described herein, each with respect to the Business Employees or their dependents.

(g) With respect to any Business Employee to which Parent does not offer employment in accordance with Section 6.04(a), Parent shall reimburse Indigo for any severance payments and benefits that exceed $2,250,000, in the aggregate, that are provided to such Business Employee by Indigo or any if its Affiliates consistent with the severance payments and benefits set forth on Section 6.04(g) of the Disclosure Schedule. With respect to any Transferred Employee whose employment is terminated by Parent or any of its Affiliates on or before the one-year anniversary of the Closing Date, Parent shall provide such employee with severance benefits equal to the greater of the applicable severance benefits (i) provided by Parent or any of its Affiliates, as applicable, to similarly situated employees as of the applicable termination date; and (ii) the severance benefits set forth on Section 6.04(g) of the Disclosure Schedule applicable to such Transferred Employee.

(h) With respect to any accrued but unused vacation time as of the Closing Date to which any

Transferred Employee is entitled pursuant to Indigo's vacation time policy immediately prior to the Closing Date, (i) to the extent consented to by the Transferred Employee or otherwise permitted by Applicable Law, Parent shall, or shall cause its Affiliates to, assume the liability for such accrued but unused vacation time and allow such Transferred Employee to use such accrued but unused vacation time; or (ii) to the extent such assumption of liability is not consented to by a Transferred Employee, Parent shall reimburse Indigo for the payment to such Transferred Employee of such Transferred Employee's accrued but unused vacation time. For the purposes of this Section 6.04(h), "vacation time" shall include vacation time, paid/flexible time off and similar arrangements. In addition, Parent shall, or shall cause its Affiliates to, credit each Transferred Employee with the amount of sick leave to which the Transferred Employee is entitled pursuant to Indigo's sick leave policy immediately prior to the Closing Date, towards his or her sick leave for purposes of the sick leave policy maintained by Parent or one of its Affiliates, as applicable. Notwithstanding the foregoing, in no event shall Parent's assumption or reimbursement obligation with respect to all Transferred Employees under this Section 6.04(h) exceed the aggregate amount set forth on Section 6.04(h) of the Disclosure Schedule.

(i) After the Closing, each Transferred Employee will continue to hold any shares of Indigo common stock ("Indigo Stock") and/or vested options or other rights to acquire shares of Indigo Stock ("Indigo Equity Awards") held by such Transferred Employee as of immediately prior to the Closing, on the terms and subject to the conditions under which such Indigo Stock and/or Indigo Equity Awards were held as of immediately prior to the Closing, including the applicable terms of Indigo's employee stock purchase plan. Options to purchase Indigo Stock held as of the Closing by Transferred Employees may be exercised to acquire Indigo Stock for only that period of time after the Closing Date as provided in accordance with their terms as in effect immediately prior to the Closing, and each Indigo Equity Award shall remain subject to the terms of the applicable Indigo plan under which it was granted and the terms of the original grant.

(j) The parties acknowledge and agree that all provisions contained in this Section 6.04 with respect to Business Employees are included for the sole benefit of the respective parties and shall not create any right in any other Person, including any employees or former employees of the Business, any participant in any Employee Plan or any beneficiary thereof or any right to employment or continued employment with Indigo or Parent (or any of their respective Affiliates), nor require Parent or any of its Affiliates to establish, adopt, continue or amend any Parent Employee Plan or other benefit or compensation plan, program, agreement, contract, policy or arrangement on or after the Closing Date for Transferred Employees, nor limit the ability of Parent or any of its Affiliates (including, following the Closing, the Company) to amend, modify or terminate any benefit or compensation plan, program, agreement, contract, policy or arrangement at any time assumed, established, sponsored or maintained by any of them, nor create any right to a particular term or condition of employment with Indigo, Parent or any of their respective Affiliates, nor prohibit or in any way limit the right of Parent, Indigo or any of their respective Affiliates to terminate the employment of any employee at any time and for any or no reason.

Section 6.05 Contribution of Assets and Liabilities. Prior to the Closing, Indigo shall cause to be contributed to the Company the Assets Contributed to the Company pursuant to Asset Transfer Agreement substantially in the form attached as Exhibit B (the "Asset Transfer Agreement"), other than the India Assets (as defined below).

Section 6.06 Financing.

(a) Parent shall use its reasonable best efforts to arrange the Debt Financing as promptly as practicable following the date of this Agreement and to consummate the Debt Financing on the Closing Date, including, but not limited to, the following: (i) maintaining in effect the Commitment Letters; (ii)

participation by senior management of Parent in, and assistance with, the preparation of customary rating agency presentations and meetings with rating agencies relating to such arrangement of loans; (iii) causing the Debt Financing to be consummated upon satisfaction of the applicable Financing Conditions; (iv) satisfying on a timely basis all Financing Conditions required for the Closing Date (other than any condition where the failure to be so satisfied is a result of the Company's failure to furnish information described in Section 6.06(b)); (v) negotiating, executing and delivering Debt Financing Documents that reflect the terms contained in the Debt Commitment Letter (including any “market flex” provisions related thereto) or on such other terms acceptable to Parent and its financings sources; and (vi) in the event that the conditions set forth in Sections 8.01 and 8.02 and the Financing Conditions have been satisfied or, upon funding would be satisfied, using its reasonable best efforts to cause the financing providers to fund the full amount of the Financing. Parent shall give Indigo prompt notice of any actual breach, repudiation or threatened or anticipated breach or repudiation by any party to the Commitment Letters of which Parent or its Affiliates becomes aware relating to the obligation to fund the Financing. Without limiting Parent's other obligations under this Section 6.06, if a Financing Failure Event occurs, Parent shall (i) immediately notify Indigo of such Financing Failure Event and the reasons therefore known to Parent, (ii) obtain alternative financing from alternative financing sources, on terms no less favorable in the aggregate (including any “market flex” provisions related thereto) to Parent as are reasonably available for financings of the type contemplated by the Debt Commitment Letter in the debt markets at such time, in an amount sufficient to pay the Merger Consideration and consummate the transactions contemplated by this Agreement on the Closing Date, as promptly as practicable following the occurrence of such event, and (iii) obtain, and when obtained, provide Indigo with a true and complete copy of, a new financing commitment that provides for such alternative financing subject only to conditions precedent that are no less favorable (including any “market flex” provisions related thereto), on the aggregate, to the Parent than the Financing Conditions. Neither Parent nor any of its Affiliates shall amend, modify, supplement, restate, assign, substitute or replace any of the Commitment Letters or any Debt Financing Document except for (i) substitutions and replacements pursuant to the immediately preceding sentence and (ii) amendments, modifications, supplements, restatements, assignments, substitutions or replacements which (A) do not reduce the aggregate amount of the Financing (including by increasing the amount of fees to be paid or original issue discount unless the Debt Financing or the Equity Financing is increased by a corresponding amount or the Debt Financing is otherwise made available to fund such fees or original issue discount) or (B) do not impose new or additional conditions or otherwise expand, amend or modify any other provision of the Debt Commitment Letter or Equity Commitment Letter, in a manner that would reasonably be expected to (x) materially delay or prevent or make less likely the funding of the Financing (or satisfaction of the conditions to the Financing) on the Closing Date or (y) adversely impact the ability of Parent, Merger Sub or the Company, as applicable, to enforce its rights against other parties to the Debt Commitment Letter or Equity Commitment Letter or the definitive agreements with respect thereto, in each of clauses “(x)” and “(y)”, in any material respect (provided that Parent and Merger Sub may amend the Debt Commitment Letter to add additional lenders, arrangers, bookrunners and agents and the Equity Commitment Letter to add additional investors as permitted herein). Parent shall promptly deliver to Indigo or the Company copies of any such amendment, modification or replacement. Parent shall not consent to any assignment of rights or obligations under the Debt Commitment Letter without the prior written approval of Indigo, such approval not to be unreasonably withheld, conditioned or delayed. Parent shall keep Indigo informed in reasonable detail of the status of Parent's efforts to arrange the Financing. Upon the request of Indigo, Parent will confirm (y) with its financing sources their intent and ability to perform, and the availability of the Financing, under the Commitment Letters, subject only to satisfaction or waiver of the Financing Conditions, and (z) that it is not aware of any event or condition that could reasonably be expected to result in the failure of a Financing Condition. Neither Parent nor any of its Affiliates shall take any action with respect to the Financing that could reasonably be expected to materially delay or prevent the consummation of the transactions contemplated hereby. Notwithstanding anything contained in this Section 6.06 or in any other provision of this Agreement, in no event shall Parent or Merger Sub be

required (A) to amend or waive any of the terms or conditions hereof or (B) to consummate the Closing prior to the date specified in the proviso of Section 2.03.

(b) The Company hereby consents to the use of its logos in connection with the Debt Financing; provided that such logos are used solely in a manner that is not intended to or reasonably likely to harm or disparage the Company or the reputation or goodwill of the Company and that the Company shall be permitted to review the use of such logos prior to usage in connection with the Financing. Parent shall promptly, upon request by the Company, reimburse the Company for all reasonable out-of-pocket costs and expenses (including reasonable attorneys' and accountants costs and expenses) incurred by the Company in connection with the cooperation of the Company contemplated by this Section 6.06(b) and shall hold harmless the Company and its Representatives from and against any and all losses, damages, claims, costs or expenses suffered or incurred by any of them in connection with the arrangement of the Financing, any action taken by them at the request of Parent pursuant to Section 6.06(b) and any information used in connection therewith (except with respect to any information provided in writing by the Company specifically for us in connection therewith), and the Guaranty shall guarantee the reimbursement and indemnification obligations of Parent pursuant to this paragraph of this Section 6.06.

(c) During the period beginning on the date hereof and ending on the Closing Date, Indigo shall, and shall cause the Company to, use reasonable best efforts to cooperate with Parent and its Representatives to arrange Debt Financing for Parent in connection with the transactions contemplated hereby and for the post-Closing operations of Parent, at Parent's sole expense, including by (i) upon reasonable advance notice by Parent and during normal business hours, participating in due diligence meetings with prospective Financing Sources and their Representatives, (ii) assisting Parent with its preparation and negotiation of documentation related to the Business or otherwise required in connection with such Debt Financing (it being understood that Indigo shall have no obligation to enter into or cause to be entered into any Contract or provide or cause to be provided any legal opinion, officer certificate or commitment or make any representations or warranties, in each case, except in connection with the Closing), (iii) causing the senior management of the Company to provide reasonable access in connection with due diligence investigations, assistance with customary marketing activities, the preparation of rating agency presentations, lender presentations and other similar documents, meetings with rating agencies, one or more “road shows” and other meetings with potential lenders, as determined by the arrangers or other Person in any similar capacity acting on behalf of the Financing Sources in connection with the Debt Financing; (iv) assisting with the preparation of such financial statements, forecasts of balance sheets, income statements and cash flow statements, historical, financial and other information and confidential information memoranda and customary authorization letters related thereto regarding the Company and the Business as may be required by the Debt Commitment Letter (v) providing customary documentation and other information about the Company as is requested by the Debt Financing Sources and required under applicable “know your customer” and anti-money-laundering rules and regulations including the USA PATRIOT Act and (vi) taking all corporate actions, subject only to the occurrence of the Effective Time, reasonably requested by the Parent to permit the consummation of the Debt Financing.

Section 6.07 Non-Compete.

(a) As a material inducement and consideration for Parent to enter into this Agreement, during the period beginning on the Closing Date and ending on the two (2) year anniversary thereof, Indigo shall not, and shall cause its Subsidiaries not to, without the prior written consent of Parent, (i) engage, directly or indirectly, in any activities that compete with the Business, (ii) acquire more than 20% of the outstanding equity interests in any Business Competitor or (iii) solicit any customers of the Business as of the Closing Date with respect to the sale or provision to such customers of Business

Software or the provision of services related to the Business Software. Notwithstanding the foregoing, neither Indigo nor any of its Subsidiaries shall be precluded from: (x) engaging in the Retained Business, and reasonably expected or foreseeable extensions of those businesses and the products developed or sold, and the services developed or provided in connection therewith (including the offering of the Mint platform and other existing Indigo solutions and reasonably expected or foreseeable extension thereof to financial institutions for consumers and small businesses), provided, however, that Indigo and its Subsidiaries shall only offer the Mint platform or any platform with substantially the same function or purpose, either directly or indirectly through reseller relationships or otherwise, to financial institutions with total assets in excess of $50,000,000,000, (y) investing in, acquiring, merging with or consolidating with an entity, which, at the time of the parties' agreement to enter into such transaction, is not a Business Competitor or (z) acquiring and operating any Business Competitor so long as Indigo or such Subsidiary divests all or the required portion of the Competing Business conducted by such Business Competitor (a "Divestiture") within one year of the consummation of such transaction such that an acquisition by Indigo or such Subsidiary of the retained portion of the Competing Business would be permissible under this Section 6.07. Indigo shall provide Parent with written notice of any planned Divestiture upon the commencement of the process to accomplish such Divestiture and provide Parent with a good faith opportunity to participate in any sales process related thereto on terms and conditions no less favorable in the aggregate than those offered to other potential bidders.

(b) For purposes of this Section 6.07, (i) "Business Competitor" shall mean any Person that derived more than 25% of its consolidated gross revenues from a Competing Business during the four fiscal quarters prior to Indigo or any of its Subsidiaries' entering into an agreement providing for the investment in or acquisition of such Person, (ii) "Competing Business" shall mean the sale or provision to financial institutions of a platform that includes functionality embodying all or a material portion of the Products or the provision to financial institutions of services equivalent to those offered by Indigo and the Company as part of the Business, (iii) "Retained Business" shall mean any business as presently conducted by Indigo or any of its Subsidiaries as of the date of this Agreement other than the Business. For the avoidance of doubt, the Retained Business includes the provision to financial institutions, small businesses and consumers of personal financial management services (such as Quicken or Mint), small business accounting services (such as QuickBooks and Mint Home and Business), payroll services, merchant services such as invoicing and payments, and tax preparation services (such as TurboTax and Lacerte), in each case as such services are presently provided, and (iv) "Business Software" means the software products, designed for and marketed to financial institutions to manage any or all of the following: bank based payments, online banking, and mobile banking.

(c) To the extent Parent believes that Indigo is in breach of this Section 6.07, Parent will use its commercially reasonable efforts to provide written notice to Indigo of the operations of Indigo that Parent believes constitute a violation of this Section 6.07 and a period of 30 days following receipt of such notice to resolve such alleged breach (the "Resolution Period"). Such notice shall specify in reasonable detail the basis for such alleged breach. The senior management of the parties, including each party's legal and business representatives, shall meet (including via telephone) and attempt in good faith to negotiate a resolution of such dispute during the Resolution Period, it being understood that Parent shall have no obligation to resolve such alleged breach or make any concessions to Indigo.

(d) During the period beginning on the Closing Date and ending on the one (1) year anniversary thereof, (i) Indigo shall not, and shall cause its Affiliates not to, (A) solicit or induce (or attempt to solicit or induce) any Business Employee to terminate his or her employment with Parent or any of its Subsidiaries, or (B) hire any Business Employee, and (ii) Parent shall not, and shall cause each of its Subsidiaries not to, (A) solicit or induce (or attempt to solicit or induce) any employee of Indigo set forth on Section 6.07(d)(1) of the Disclosure Schedule (each, a "Retained Employee") to terminate his or her employment with Indigo or any of its Subsidiaries, or (B) hire any Retained

Employee. Notwithstanding the foregoing, (i)(A) general advertisements in newspapers and similar media of general circulation (including advertisements posted on the Internet), job fairs or other general solicitation and (B) use of recruiting firms that are not instructed to target the relevant employees described in either clause (i)(A) or (ii)(A) of the preceding sentence shall not be a violation of clause (i)(A) or (ii)(A), as applicable, and (ii) Indigo shall not be prohibited from hiring or otherwise employing any Business Employee to whom Parent does not make an offer of employment in accordance with Section 6.04(a), which persons are set forth on Section 6.07(d)(2) of the Disclosure Schedule.

Section 6.08 Deletion of Code. Promptly after the Closing, except to the extent necessary to provide any services under, or as retained in any hosted system under, the Transition Services Agreement, Indigo shall permanently delete any and all copies of the Object Code and Source Code of the Company Software residing in Indigo systems and of all related documentation, developer notes, or other confidential information of the Company relating thereto and shall make no further use thereof. With respect to such Object Code or Source Code (and any documentation, developer notes, or other confidential information of the Company relating thereto) that is necessary to provide any services under, or is retained in any hosted system under, the Transition Services Agreement, Indigo shall, upon termination or expiration of the term of the applicable service in connection with which the same is used or hosted, provide a complete copy of the same to the Company and permanently delete any and all copies thereof.

Section 6.09 India Matters. The parties hereby agree that separate consideration be paid by PetroTiger Services India Private Limited ("PetroTiger") to Intuit India Product Development Centre Private Limited ("Intuit India") pursuant to the India ATA (as defined below) for assets located in India (including the Business Employees and certain equipment) (the "India Assets"). In furtherance of the foregoing, the parties agree that they will reasonably cooperate with each other and, on or prior to the Closing Date, will cause, as applicable, PetroTiger and Intuit India to execute the Asset Transfer Agreement attached hereto as Exhibit F (the "India ATA"). For the avoidance of doubt, the India Assets are presently owned by Intuit India and will, following the Closing, be owned by PetroTiger, but for the purposes of this Agreement will constitute Assets Contributed to the Company. Intuit India shall execute and deliver such further instruments of conveyance, transfer and assignment and take such other action as may reasonably require to more effectively convey or otherwise transfer to PetroTiger the India Assets.

ARTICLE 7.
TAX MATTERS

Section 7.01 Indigo's Consolidated Tax Return. For all Tax periods ending on or before the Closing Date, Indigo shall cause the Company to join in any Group Tax Returns, and Indigo shall pay any Taxes with respect to such Tax Returns. Except as set forth in Section 7.01 of the Disclosure Schedule, all such Tax Returns shall be complete and correct in all material respects and shall be prepared and filed in a manner consistent with prior practice unless otherwise required by Applicable Law. Indigo shall submit a draft of each of the Group Tax Returns (but only to the extent related to the Company) to the Parent as soon as is practicable for review and comment and Indigo shall consider such comments from the Parent and resolve any disputes with the Parent in good faith. For the avoidance of doubt, Indigo shall pay all Taxes with respect to any Group Tax Returns for all Pre-Closing Tax Periods. Notwithstanding the foregoing, to the extent that any such Tax Returns would reflect Confidential Information about Indigo or any Affiliate of Indigo (other than the Company), Indigo shall have the option to provide redacted or pro forma tax returns to the Parent for review and comment.

Section 7.02 Other Tax Returns. Other than the Tax Returns described in Section 7.01, Parent shall prepare or cause to be prepared and file or cause to be filed all Tax Returns for Pre-Closing Tax Periods of the Company the due date of which (taking into account extensions of time to file) is after

the Closing Date but only if such Tax Return has not been filed on or prior to the Closing Date. All such Tax Returns shall be prepared and filed in a manner consistent with prior practice unless otherwise required by Applicable Law. No later than 15 days before the due date for filing any such Tax Returns (or, if such Tax Return is not an income Tax Return, as soon as practicable prior to the due date), Parent shall deliver such Tax Returns to Indigo for its review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. For the avoidance of doubt, Parent shall pay or cause the Company to pay all Taxes with respect to any Pre-Closing Tax Periods of the Company other than any Taxes with respect to Group Tax Returns.

Section 7.03 Cooperation on Tax Matters. Parent and Indigo shall cooperate fully, as and to the extent reasonably requested by the other party, in connection with the filing of Tax Returns pursuant to this Agreement and any Tax Contest. Such cooperation shall include the retention and (upon the other party's request) the provision of records and information which may be reasonably relevant to any such Tax Return or Tax Contest and making appropriate persons available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Parent and Indigo shall retain all books and records with respect to Tax matters pertinent to the Company relating to any Taxable period beginning before the Closing Date until the expiration of the statute of limitations (and, to the extent notified, any extensions thereof) of the respective Taxable periods, and abide by all record retention agreements entered into with any Taxing authority. Notwithstanding anything to the contrary in this Agreement, Indigo shall not be required to transfer or make available to Parent any Tax Returns or related books and records and information with respect to Taxes of Indigo or any of Indigo's Affiliates (other than Tax Returns (or applicable portions thereof) and related books and records and information of the Company).

Section 7.04 Tax Refunds. Indigo shall be entitled to the amount of any refund or credit with respect to any Group Tax Returns.

Section 7.05 Transfer Taxes. All transfer, stamp, documentary, sales, use, registration, value-added and other similar Taxes (including all applicable real estate transfer Taxes) incurred in connection with this Agreement and the transactions contemplated hereby will be borne equally by Parent and Indigo. Each of Parent and Indigo hereby agrees to file in a timely manner all necessary documents (including all Tax Returns) as required by Applicable Law and pay all such amounts for which such Person is so liable in accordance with the first sentence of this Section 7.05.

Section 7.06 Certain Conduct. Except as otherwise contemplated by this Agreement, Parent shall not permit or cause the Surviving Corporation to enter into any transaction outside the ordinary course of business on the Closing Date after the Effective Time. Except as required by Applicable Law, Parent shall not and shall not permit or cause the Surviving Corporation or any of their Affiliates (i) to amend, re-file or otherwise modify any previously filed Tax Return of the Company or (ii) make or change any Tax election (including any election under Section 338 of the Code or any similar election) with respect to the Company or the transactions contemplated herein for any Pre-Closing Tax Period without Indigo's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

Section 7.07 Tax Sharing Agreements. Any Tax sharing, allocation, indemnification or similar agreements, arrangements or undertakings in effect, written or unwritten, between Indigo or any of its Subsidiaries other than the Company, on the one hand, and the Company, on the other hand, shall be terminated before or as of the Closing Date and, after the Closing Date, the Parent, the Company and their Affiliates shall not be bound thereby or have any liability thereunder.

Section 7.08 Waiver of Loss Carrybacks. To the extent permitted by Applicable Law, Parent shall, and shall cause its Affiliates to, relinquish pursuant to Treasury Regulation section 1.1502-

21(b)(3)(ii)(B) (or any similar provision of state, local, or foreign Law), with respect to all net operating losses attributable to the Surviving Corporation, the portion of the carryback period for which the Surviving Corporation was a member of a consolidated group of which Indigo or any of its Affiliates is or was the common parent.

ARTICLE 8.
CONDITIONS TO THE MERGER

Section 8.01 Conditions to the Obligations of Each Party. The obligations of the parties to consummate the Merger are subject to the satisfaction of the following conditions:

(a) Indigo Approval. The Indigo Approval shall have been obtained in accordance with the DGCL.

(b) Governmental Approvals. Any applicable waiting period under the HSR Act shall have expired or been terminated, and all notices to, filings with and Consents of Governmental Authorities required to be made or obtained under any Applicable Law in connection with the execution, delivery and performance of this Agreement and the consummation of the Merger and the other transactions contemplated hereby shall have been made or obtained.

(c) No Injunction. No temporary restraining order, preliminary or permanent injunction or other order or decree issued by any Governmental Authority of competent jurisdiction shall be in effect which prevents the consummation of the Merger on the terms contemplated herein, and no Applicable Law shall have been enacted or be deemed applicable to the Merger that makes consummation of the Merger illegal.

Section 8.02 Conditions to the Obligations of Parent and Merger Sub. The obligations of Parent and Merger Sub to consummate the Merger are subject to the satisfaction, at or prior to the Closing, of the following further conditions:

(a) Representations and Warranties. (i) Each of the representations and warranties (other than the Fundamental Representations) made by Indigo in this Agreement (without giving effect to any references to Material Adverse Effect or materiality qualifications and other qualifications based upon the concept of materiality or similar phrases contained therein) shall be true and correct in all respects as of the Closing Date with the same force and effect as if made on and as of such date, except (A) for representations and warranties that relate to a specific date or time (which need only be true and correct as of such date or time) and (B) as has not had or would not reasonably be expected to have, individually or in the aggregate with all other failures to be true or correct, a Material Adverse Effect and (ii) the Fundamental Representations made by Indigo in this Agreement shall be true and correct in all material respects as of the date hereof and as of the Closing Date as though made as of such date.

(b) Covenants. Each of the covenants and obligations that Indigo or the Company are required to comply with or to perform at or prior to the Closing shall have been complied with and performed in all material respects.

(c) No Material Adverse Effect. Since the date of this Agreement, there shall not have occurred any Material Adverse Effect.

(d) Executed Agreements and Certificates. Parent shall have received the following agreements and documents, each of which shall be in full force and effect:

(i) the Asset and Liability Transfer Agreements, duly executed by Indigo and the Company;

(ii) the Transition Services Agreement, substantially in the form of Exhibit C, duly executed by Indigo (the "Transition Services Agreement");

(iii) the License Agreement, substantially in the form of Exhibit D, duly executed by Indigo (the "License Agreement");

(iv) the written consent evidencing the Indigo Approval, duly executed by Indigo on the date of this Agreement and promptly (but in any event within one (1) day of the date of this Agreement) delivered to Parent;

(v) stock certificates representing all of the outstanding shares of Company Common Stock, duly endorsed or accompanied by a duly executed stock power in favor of Parent;

(vi) a certificate executed on behalf of Indigo by a duly authorized officer and containing representations and warranties of Indigo to the effect that the conditions set forth in Sections 8.02(a), 8.02(b), 8.02(c) and 8.02(f) have been duly satisfied; and

(vii) a certificate executed on behalf of the Company by a duly authorized officer and containing representations and warranties of Indigo to the effect that the conditions set forth in Sections 8.02(b), 8.02(c) and 8.02(f) have been duly satisfied.

(e) FIRPTA Certificate. Prior to the Closing, Indigo shall have delivered to Parent a certificate pursuant to Treasury Regulations section 1.1445-2(b) in the form of Exhibit E, duly executed and acknowledged by Indigo.

(f) Litigation. There shall not have been commenced by any Governmental Authority and still be pending any Proceeding that seeks to prevent (i) the consummation of the Merger on the terms, or (ii) the transfer to Parent and the Surviving Corporation all of their respective rights and benefits, contemplated herein.

Section 8.03 Conditions to the Obligations of Indigo and the Company. The obligations of Indigo and the Company to consummate the Merger are subject to the satisfaction of the following further conditions:

(a) Representations and Warranties. Each of the representations and warranties made by the Parent and Merger Sub in this Agreement shall be true and correct in all material respects as of the Closing Date with the same force and effect as if made on and as of such date, except for representations and warranties that relate to a specific date or time (which need only be true and correct in all material respects as of such date or time).

(b) Covenants. Each of the covenants and obligations that Parent or Merger Sub are required to comply with or to perform at or prior to the Closing shall have been complied with and performed in all material respects.

(c) Executed Agreements and Certificates. Indigo shall have received each of:

(i) the Transition Services Agreement, duly executed by Parent;

(ii) the License Agreement, duly executed by Parent;

(iii) a certificate executed on behalf of Parent by a duly authorized officer and containing the representation and warranty of Parent that the conditions set forth in Sections 8.03(a) and 8.03(b) have been duly satisfied, which shall be in full force and effect; and

(iv) a cross receipt, duly executed on behalf of Parent, evidencing payment of the Merger Consideration in exchange for receipt of the stock certificates referenced in Section 8.02(d)(vi).

ARTICLE 9.
TERMINATION

Section 9.01 Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time (notwithstanding any approval of this Agreement by Indigo):

(a) by mutual written agreement of Indigo and Parent;

(b) by either Indigo or Parent, if the Merger has not been consummated on or before October 28, 2013 (the "End Date"); provided, further, that the right to terminate this Agreement under this Section 9.01(b) shall not be available to any party whose material breach of any provision of this Agreement or failure to perform any actions required by this Agreement is primarily responsible for the failure of the Merger to be consummated by such time;

(c) by either Parent or Indigo, if a Governmental Authority shall have issued any Order or taken any other action, in each case, which restrains, enjoins or otherwise prohibits the Merger (unless such Order or other action has been reversed or withdrawn) or if any Applicable Law makes the consummation of the Merger and the other transactions contemplated by this Agreement on the Closing Date illegal;

(d) by Parent, if (i) any representation or warranty of Indigo contained in this Agreement shall be inaccurate such that the condition set forth in Section 8.02(a) would not be satisfied or (ii) the covenants or obligations of Indigo or the Company contained in this Agreement shall have been breached in any material respect such that the condition set forth in Section 8.02(b) would not be satisfied; provided, however, that if an inaccuracy or breach is curable by Indigo or the Company during the 30-day period after Parent notifies Indigo in writing of the existence of such inaccuracy or breach (the "Indigo Cure Period"), then Parent may not terminate this Agreement under this Section 9.01(d) as a result of such inaccuracy or breach prior to the expiration of the Indigo Cure Period unless Indigo or the Company, as applicable, is no longer continuing to exercise commercially reasonable efforts to cure such inaccuracy or breach; provided, further, that Parent shall not have the right to terminate this Agreement under this Section 9.01(d) if it is in material breach of any provision of this Agreement; or

(e) by Indigo, if (i) any representation or warranty of Parent or Merger Sub contained in this Agreement (other than Section 4.05) shall be inaccurate such that the condition set forth in Section 8.03(a) would not be satisfied or (ii) the covenants or obligations of Parent or Merger Sub contained in this Agreement (other than Section 6.06) shall have been breached in any material respect such that the condition set forth in Section 8.03(b) would not be satisfied; provided, however, that if an inaccuracy or breach is curable by Parent or Merger Sub during the 30-day period after the Company notifies Parent in writing of the existence of such inaccuracy or breach (the "Parent Cure Period"), then the Company may not terminate this Agreement under this Section 9.01(e) as a result of such inaccuracy or breach prior to

the expiration of the Parent Cure Period unless Parent or Merger Sub, as applicable, is no longer continuing to exercise commercially reasonable efforts to cure such inaccuracy or breach; provided, further, that Indigo shall not have the right to terminate this Agreement under this Section 9.01(e) if it is in material breach of any provision of this Agreement.

(f) by Indigo, at any time after July 31, 2013 if, (i) all conditions in Section 8.01 and Section 8.02 have been satisfied, and remain so satisfied, and Indigo irrevocably confirms by written notice to Parent after the date required for Closing under Section 2.03 that Indigo is willing and able to consummate the transactions contemplated hereby and has irrevocably confirmed in such written notice that all conditions in Section 8.03 have been satisfied or that Indigo is willing to waive any and all such conditions that have not been satisfied (other than those conditions that by their nature are to be satisfied by actions taken at the Closing), and (ii) Parent shall not have agreed to effect the Closing within ten (10) Business Days after the date of delivery of such notice.

The party desiring to terminate this Agreement pursuant to this Section 9.01 (other than pursuant to Section 9.01(a)) shall give a notice of such termination to the other party setting forth the subsection under this Section 9.01 that such party is terminating this Agreement.

Section 9.02 Effect of Termination.

(a) If this Agreement is terminated pursuant to Section 9.01, this Agreement shall become void and of no effect without liability of any party (or any Representative, stockholder or Affiliate of such party) to the other party hereto; provided that: (i) neither Indigo nor the Company shall be relieved of any obligation or liability arising from any prior breach by such party of any provision of this Agreement, (ii) solely to the extent provided in Section 9.02(b), in the event of a termination described in Section 9.02(b), the Guaranty shall survive the termination of this Agreement and shall remain in full force and effect in accordance with its terms and (iii) the parties shall, in all events, remain bound by and continue to be subject to the provisions set forth in Section 6.02, this Section 9.02 and Article 10, which shall survive any termination of this Agreement.

(b) In the event that (i) (A) Indigo terminates this Agreement pursuant to Section 9.01(e), (B) at such time, all conditions in Section 8.01 and Section 8.02 have been satisfied, and remain so satisfied, and Indigo irrevocably confirmed by written notice to Parent after the date specified proviso to Section 2.03 that it is willing and able to consummate the transactions contemplated hereby and has irrevocably confirmed in such written notice that all conditions in Section 8.03 have been satisfied or that Indigo is willing to waive any and all such conditions that have not been satisfied and (C) Parent shall not have agreed to effect the Closing within ten (10) Business Days after the date of delivery of such notice, or (ii) Indigo terminates this Agreement pursuant to Section 9.01(f), then Parent shall pay to Indigo a termination fee of 71,750,000.000 in cash (the "Termination Fee"). The Termination Fee, if applicable, shall be paid by Parent to Indigo by wire transfer of immediately available funds within five (5) Business Days after the termination of this Agreement. Payment of the Termination Fee shall be the sole and exclusive remedy of Indigo and its Affiliates against Parent and any of its Affiliates, Sponsor, directors, officers, employees, advisors, agents and other Representatives, successors and assigns (each, a "Parent Related Party") and the Debt Financing Sources following a termination of this Agreement, it being understood that in no event shall Parent be required to pay fees or damages payable pursuant to this Section 9.02(b) on more than one occasion. The Termination Fee shall be considered liquidated damages (and not a penalty) for any and all losses or damages suffered or incurred by Indigo or any other Person in connection with this Agreement, the Commitment Letters and the Debt Financing Documents, the transactions contemplated hereby or thereby (and the abandonment or termination thereof) or any other matter forming the basis for such termination, and no Person shall have any rights or Claims against any of Parent or any Parent Related Party or any Debt Financing Source relating to this Agreement, the

Commitment Letters or the Debt Financing Documents (and the termination hereof and thereof) or any of the transactions contemplated hereby or thereby (and the abandonment or termination thereof), or in respect of any oral representations made or alleged to be made in connection herewith or therewith, whether at law or equity, in contract, in tort or otherwise, and neither Parent nor any Parent Related Party nor any Debt Financing Source shall have any further liability or obligation relating to or arising out of this Agreement, the Commitment Letters or the Debt Financing Documents (and the termination hereof and thereof) or any of the transactions contemplated hereby or thereby (and the abandonment or termination thereof) or in respect of any oral representations made or alleged to be made in connection herewith or therewith. The parties acknowledge that the agreements contained in this Section 9.02 are an integral part of the transactions contemplated by this Agreement, and that, without these agreements, the parties would not enter into this Agreement.

ARTICLE 10.
MISCELLANEOUS

Section 10.01 Non-Survival of Representations and Warranties. None of the representations and warranties of the parties in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Effective Time. This Section 10.01 shall not limit any covenant or agreement of the parties which by its terms contemplates performance after the Effective Time.

Section 10.02 Notices. All notices, requests and other communications required or permitted under, or otherwise made in connection with, this Agreement, shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) upon confirmation of receipt when transmitted by facsimile transmission, (c) upon receipt after dispatch by registered or certified mail, postage prepaid, (d) on the next Business Day if transmitted by national overnight courier (with confirmation of delivery) or (e) in the case of notices delivered by Parent or Indigo in connection with Section 5.01, on the date delivered if sent by email (with confirmation of delivery), in each case, addressed as follows:

if to Parent or Merger Sub, to:

Fandango Holdings Corporation
c/o Thoma Bravo LLC
600 Montgomery Street, 32nd Floor
San Francisco, CA 94111
Attention: Holden Spaht
A.J. Rohde
Facsimile: (415) 392-6480
Email: hspaht@thomabravo.com
arohde@thomabravo.com

with a copy to (which shall not constitute notice):

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, IL 60654
Attention: Gerald T. Nowak, P.C.
Theodore A. Peto
Facsimile: (312) 862-2200
Email: gnowak@kirkland.com
tpeto@kirkland.com

if to Indigo or the Company, to:

Intuit Inc.
2632 Marine Way
Mountain View, California 94043
Attention: General Counsel
Facsimile No.: (650) 944-6622
Email: legal@intuit.com

with a copy to (which shall not constitute notice):

Latham & Watkins LLP
140 Scott Drive
Menlo Park, California 94062
Attention: Luke J. Bergstrom
Daniel J. Cunha
Facsimile No.: (650) 463-2600
Email: luke.bergstrom@lw.com
daniel.cunha@lw.com

or to such other address or facsimile number as such party may hereafter specify for the purpose by notice to the other parties hereto.

Section 10.03 Remedies; Specific Performance.

(a) Acknowledgement Regarding Available Remedies. After the Effective Time, the rights and remedies of the parties hereto shall be cumulative (and not alternative). Solely to the extent that the right of specific performance is explicitly applicable under the terms of this Sections 10.03(b) and 10.03(c), each of the parties to this Agreement acknowledges and agrees that the other parties to this Agreement would be irreparably damaged in the event that any of the terms or provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Therefore, solely to the extent that the right of specific performance is explicitly applicable under the terms of this Sections 10.03(b) and 10.03(c), each of the parties to this Agreement hereby agrees that (a) the parties to this Agreement shall be entitled to obtain an injunction or injunctions to prevent breaches of any of the terms or provisions of this Agreement, and to enforce specifically the performance by each other party hereto under this Agreement, (b) the provisions set forth in Section 9.02(b)(i) are not intended to and do not adequately compensate for the harm that would result from a breach of this Agreement and (ii) shall not be construed to diminish or otherwise impair in any respect any party's rights to specific enforcement and (c) the right of specific enforcement is an integral part of the transactions contemplated by this Agreement and without that right, neither Indigo nor Parent would have entered into this Agreement. To the extent that the right of specific performance is explicitly applicable under the terms of this Section 10.03, each party to this Agreement hereby agrees to waive the defense in any such suit that the other parties to this Agreement have an adequate remedy at law and to interpose no opposition, legal or otherwise, as to the propriety of injunction or specific performance as a remedy, and hereby agrees to waive any requirement to post any bond or other type of security in connection with obtaining such relief.

(b) Remedies of Parent.

(i) Specific Performance. Prior to the valid termination of this Agreement pursuant to Section 9.01, Parent shall be entitled to seek and obtain an injunction, specific performance and other equitable relief in the event of a breach of threatened breach of any of the provisions of this

Agreement by Indigo or the Company in the courts described in Section 10.08 and to enforce specifically the terms and provisions hereof, including Indigo's and the Company's obligation to consummate the transactions contemplated by this Agreement.

(ii) Termination. Prior to the Effective Time, Parent shall be entitled to terminate this Agreement in accordance with Section 9.01.

(iii) Monetary Remedies. Other than in the case of fraud, in no event shall Parent have the right to seek or obtain monetary damages from Indigo or any Indigo Related Party under this Agreement (whether at law or in equity, in contract, tort or otherwise) other than as provided in Section 9.02 and Section 10.01.

(c) Remedies of Indigo.

(i) Specific Performance (Non-Closing Covenants). Prior to the valid termination of this Agreement pursuant to Section 9.01 and other than as it relates to the right to cause the Equity Financing to be funded and to consummate the transactions contemplated by this Agreement (which are governed by the provisions of Section 10.03(b)(ii)), Indigo shall be entitled to seek an injunction, specific performance and other equitable relief in the event of a breach of threatened breach of any of the provisions of this Agreement by Parent or Merger Sub in the courts described in Section 10.08 and to enforce specifically the terms and provisions hereof.

(ii) Specific Performance (Closing). Prior to a valid termination of this Agreement pursuant to Section 9.01, Indigo shall be entitled to seek and obtain an injunction, specific performance and other equitable remedies to enforce Parent's obligations to cause the Equity Financing to be funded and to consummate the transactions contemplated by this Agreement only in the event that each of the following conditions has been satisfied: (i) Parent and Merger Sub are required to complete the Closing pursuant to Section 2.03 and have failed to consummate the transactions contemplated by this Agreement within three (3) Business Days following the date the Closing should have occurred pursuant to Section 2.03; (ii) the conditions set forth in Section 8.01 and Section 8.02 have been satisfied or waived by the applicable party (other than those conditions that by their nature are to be satisfied by actions taken at the Closing) have been satisfied on the date the Closing should have been consummated pursuant to the terms of this Agreement but for the failure of the Equity Financing to be funded, (iii) the Debt Financing (including any financing pursuant to alternative financing that has been obtained in accordance with, and satisfies the conditions of, Section 6.06) has been funded in accordance with the terms thereof or will be funded in accordance with the terms thereof at the Closing if the Equity Financing is funded at the Closing; and (iv) Indigo has irrevocably confirmed in writing to Parent that if specific performance is granted and the Equity Financing and Debt Financing are funded, and Parent and Merger Sub otherwise comply with their obligations hereunder, then the Closing will occur. For the avoidance of doubt, the foregoing provisions of this Section 10.03(b)(ii) shall not in any way affect the right of Indigo to seek an injunction or specific performance or other equitable remedies, in each case described in Section 10.03(b)(i), for obligations other than with respect to the Equity Financing. While Indigo may pursue both a grant of specific performance to the extent permitted by this Section 10.03 and the payment of the Termination Fee to the extent permitted by Section 9.02(b), under no circumstances shall Indigo be permitted or entitled to receive both a grant of specific performance to require Parent to consummate the Closing and payment of the Termination Fee. For the avoidance of doubt, in no event shall Indigo or the Company be entitled to enforce or seek to enforce specifically Parent's right to cause the Equity Financing to be funded or to consummate the transactions contemplated by this Agreement if the

Debt Financing has not been funded (or will not be funded at the Closing if the Equity Financing is funded at the Closing). In no event shall the Company or Indigo be entitled to seek the remedy of specific performance of this Agreement other than solely under the specific circumstances and as specifically set forth in this Section 10.03(b).

(iii) Termination Fee. Prior to the Effective Time, Indigo shall be entitled to payment of the Termination Fee if and when payable pursuant to Section 9.02(b).

(iv) Termination. Prior to the Effective Time, Indigo shall be entitled to terminate this Agreement in accordance with Section 9.01.

(v) Monetary Remedies. In no event shall Indigo have the right to seek or obtain monetary damages from Parent or any Parent Related Party under this Agreement (whether at law or in equity, in contract, tort or otherwise) other than as provided in Section 10.01. In addition to the rights of Parent and Merger Sub hereunder, Parent and Merger Sub shall be entitled, at Parent and Merger Sub's sole election, to settle any claims arising from or relating to this Agreement by agreeing to consummate the Merger in accordance with the terms of this Agreement.

(d) *Sole Remedy*. The parties acknowledge and agree that the remedies provided for in this Section 10.03 shall be the parties' sole and exclusive remedies for any breaches of this Agreement or any claims relating to the transactions contemplated hereby. In furtherance of the foregoing, each party hereby waives, to the fullest extent permitted by applicable Law, any and all other rights, claims and causes of action, known or unknown, foreseen or unforeseen, which exist or may arise in the future, that such party may have against the other party, the Parent Related Parties or the Indigo Related Parties, as the case may be, arising under or based upon any Law (including any securities law, common law or otherwise) for any breach of the representations and warranties or covenants contained in this Agreement.

(e) *Debt Financing Sources*. Notwithstanding anything in this Agreement or the Debt Commitment Letter to the contrary, in no event shall the Debt Financing Sources have any liability or obligation to Indigo, the Company or any of their Subsidiaries or any of their respective equityholders, officers, directors, employees, agents, controlling persons or assignees or Affiliates of any of the foregoing relating to or arising out of this Agreement or the Debt Commitment Letter, the Debt Financing Documents, or the transactions contemplated hereby or thereby, including the Debt Financing; provided that, notwithstanding the foregoing, nothing in this Section 10.3(e) shall in any way limit or modify the rights and obligations of Parent, Merger Sub or the Commitment Party under the Debt Commitment Letter or Parent's or Merger Sub's obligations under this Agreement. In addition to the rights of Parent and Merger Sub hereunder, Parent and Merger Sub shall be entitled, at Parent and Merger Sub's sole election, to settle any claims arising from or relating to this Agreement by agreeing to consummate the Merger in accordance with the terms of this Agreement

Section 10.04 Amendments and Waivers.

(a) Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement or, in the case of a waiver, by each party against whom the waiver is to be effective. Notwithstanding anything in this Agreement to the contrary, Sections 9.02(b), 10.03(e), 10.04, 10.06, 10.08 and 10.09 (and any provision of this Agreement to the extent an amendment, modification, waiver or termination of such provision would modify the substance of Sections 9.02(b), 10.03(e), 10.04, 10.06, 10.08 and 10.09) may not be amended, modified, waived or terminated in a manner that impacts or is adverse in any respect to the Debt Financing Sources without the prior written consent of the Commitment Party.

(b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Applicable Law.

Section 10.05 Expenses; Indebtedness. Except as otherwise provided herein, (a) all costs and expenses incurred in connection with this Agreement, including all third-party legal, accounting, financial advisory, consulting or other fees and expenses incurred in connection with the Merger and the transactions contemplated thereby, shall be paid by the party incurring such cost or expense; provided, that the costs and expenses incurred by the Company in connection with this Agreement prior to the Closing (including Transaction Expenses) shall be borne by Indigo, and (b) all Indebtedness of the Company shall be paid by Indigo at or prior to Closing.

Section 10.06 Binding Effect; Benefit; Assignment.

(a) The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than (i) the parties hereto and their respective successors and assigns and (ii) the Debt Financing Sources, who shall be express third party beneficiaries of Sections 9.02(b), 10.03(e), 10.04, 10.06, 10.08 and 10.09.

(b) No party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the written consent of each other party hereto, except that Parent or Merger Sub may transfer or assign its rights and obligations under this Agreement, in whole or from time to time in part, to (i) one or more of their Affiliates at any time, (ii) after the Effective Time, to any Person and/or (iii) pledge its rights hereunder as security to its Debt Financing Source; provided that such transfer or assignment shall not relieve Parent or Merger Sub of its obligations hereunder or enlarge, alter or change any obligation of any other party hereto or due to Parent or Merger Sub.

Section 10.07 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of laws that would require the application of the laws of any other jurisdiction.

Section 10.08 Jurisdiction. The parties hereto agree that any Proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in any federal court located in the State of Delaware or any Delaware state court, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such Proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such Proceeding in any such court or that any such Proceeding brought in any such court has been brought in an inconvenient forum. Process in any such Proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 10.02 shall be deemed effective service of process on such party. Notwithstanding the foregoing, each of the parties hereto agrees that it will not bring or support any action, suit, claim or proceeding, cause of action, claim, cross-claim or third party claim of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against the Debt Financing Sources in any way relating to this Agreement or any of the, transactions contemplated by this Agreement, including but not limited to any dispute arising out of or relating in any way to the Debt Commitment Letter, the Debt Financing Documents or other commitment letter related to an alternative debt financing or the performance thereof, in any forum

other than the Supreme Court of the State of New York, County of New York, or, the United States District Court for the Southern District of New York (and appellate courts thereof) and that the provisions of this Section 10.09 relating to the waiver of jury trial shall apply to any such action.

Section 10.09 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING ANY LITIGATION OR LEGAL PROCEEDING AGAINST ANY DEBT FINANCING SOURCE OR OTHER AVAILABLE FINANCING SOURCE ARISING OUT OF THIS AGREEMENT, THE DEBT COMMITMENT LETTER OR COMMITMENT LETTER RELATED TO ANY OTHER ALTERNATIVE DEBT FINANCING.

Section 10.10 Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by all of the other parties hereto. Until and unless each party has received a counterpart hereof signed by the other party hereto, this Agreement shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication). The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission in .PDF format or by facsimile shall be sufficient to bind the parties to the terms and conditions of this Agreement.

Section 10.11 Entire Agreement. This Agreement, the Confidentiality Agreement and each of the documents, instruments and agreements delivered in connection with the transactions contemplated by this Agreement, including each of the Exhibits and the Disclosure Schedule, and the Transaction Documents, constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersede all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Agreement.

Section 10.12 Further Assurances. From time to time until the first anniversary of the Closing, if either Parent or Indigo determines, acting reasonably and in good faith, that Indigo failed prior to the Closing to convey or otherwise transfer to the Company any property or asset owned, leased, used or licensed by Indigo as of immediately prior to the Closing, the actual conveyance or transfer of which from Indigo to the Company was required prior to the Closing in order to make the representation or warranty set forth in Section 3.13(b) to be accurate in all material respects as of the Closing, then Indigo shall execute and deliver such further instruments of conveyance, transfer and assignment and take such other action as Parent may reasonably require to more effectively convey or otherwise transfer to Parent such property or asset to the Surviving Corporation, and the Surviving Corporation shall (and Parent shall cause the Surviving Corporation to) execute and deliver such further instruments and take such other action as Indigo may reasonably require to more effectively assume any liabilities arising under any such asset that constitutes a Business Contract.

Section 10.13 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an

acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 10.14 Time is of the Essence. Time is of the essence with respect to the performance of this Agreement.

[*Signature Page Follows***]**

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed on the day and year first written above.

FANDANGO HOLDINGS CORPORATION

By: /s/ P. HOLDEN SPAHT

Name: Holden Spaht

Title: President and Secretary

FANDANGO MERGER CORP.

By: /s/ P. HOLDEN SPAHT

Name: Holden Spaht

Title: President and Secretary

INTUIT INC.

By: /s/ R. NEIL WILLIAMS

Name: R. Neil Williams

Title: Senior Vice President and Chief Financial Officer

DIGITAL INSIGHT CORPORATION

By: /s/ CECILIA MORKEN

Name: CeCelia Morken

Title: President

Schedule 1.01(a)
Certain Assets Contributed to the Company

1. Types of assets to be contributed from Indigo to Company if necessary to ensure the Company has full legal ownership of such assets at Closing[1]:

- all Business Contracts and in-bound IP licenses exclusively used in the Business
- all tangible personal property primarily used/held for use in the Business
- all Company Technology and Company IP Rights
- any and all Permits primarily used/held for use in the Business (to the extent such Permits are reasonably transferrable)
- any claims/causes of action relating to any event or breach by a third party prior to the Closing Date
- Other scheduled assets

[1]Although Indigo and the Company believe that all beneficial rights to the assets of the Business reside with the Company, legal title to certain assets of the Business may reside with Indigo or one of its Affiliates. Accordingly, Indigo and Company agree to the transfer of such legal title from Indigo to the Company in the Asset Transfer Agreement in order to ensure that all legal and beneficial rights to the assets of the Business reside in the Company at Closing.

Schedule 1.01(b)
Certain Liabilities Contributed to the Company

2. Types of liabilities to be contributed from Indigo to Company:

- Liabilities or obligations under Business Contracts listed in Schedule 1.01(a) above.

- Liabilities indentified in Section 3.14(d)(ii) of the Company Disclosure Schedule are incorporated herein.

Schedule 1.01(c)*
Business Employees

* Not filed herewith pursuant to Item 601(b)(2) of Regulation S-K. The registrant will supplementally provide a copy of this schedule or appendix to the Commission upon request.

Schedule 1.01(d)
Excluded Products

1) TTOB
2) TTO
3) Connectivity/OFX
4) Mint Home and Business
5) Mint PFM
6) Customer Central
7) Intuit Paper Trail
8) Easy Bill

Schedule 1.01(e)
Products

1) Internet Banking (primary platform enabling online banking)
2) Bill Pay
3) Person to Person Payments
4) ACH and Wire Payments
5) Mobile (mobile banking platform for online banking solution, Web, SMS and Apps on mobile phones and tablets)
6) Purchase Rewards (MFR partnership with Cardlytics)
7) FinanceWorks (PFM application which leverages customer central for aggregation and categorization)
8) Internet Banking Add-On Products
    a. MFA End-User Authentication
    b. Check Imaging/Online Statements
    c. Check Re-Ordering
    d. Co-Browse
    e. Telecommunications
    f. Credit Cards
    g. Funds Transfer - Bank to Bank
    h. Growth and Retention Services
    i. Promotion Manager Campaign Management
    j. New Account Opening
    k. Secure Forms
    l. Alerts
    m. Online Fraud
    n. Anti-Phishing
    o. Remote Deposits
    p. Web Hosting/Webcenter
    q. Management Counsel - Admin Platform
    r. Host Connectivity (DPV Interface)
    s. Implementation & Professional Service
    t. Training Services
    u. Pre Production Sites

Exhibit 21.01

INTUIT INC.
Subsidiaries as of August 1, 2013

Entity	Formation
AisleBuyer, LLC	Delaware
Apps.com, Inc.	Delaware
CBS Corporate Services, Inc.	Texas
CBS Employer Services, Inc.	Texas
CBS Properties, Inc.	Texas
Computing Resources, Inc.	Nevada
Dallas Innovative Merchant Solutions, LLC	Texas
Demandforce, Inc.	California
Electronic Clearing House, Inc.	Nevada
EmployeeMatters Insurance Agency, Inc.	Connecticut
Fifo Pty Limited	Australia
INTU Holdings, Ltd.	Mauritius
Intuit Administrative Services, Inc.	Delaware
Intuit Australia Pty Limited	Australia
Intuit Canada Tax ULC	Canada
Intuit Canada ULC	Canada
Intuit Consumer Group Inc.	California
Intuit Distribution Inc.	California
Intuit Do-It-Yourself Payroll	California
Intuit Holding Ltd	United Kingdom
Intuit India Product Development Centre Private Ltd.	India
Intuit India Software Solutions Private Limited	India
Intuit Insurance Services Inc.	California
Intuit Limited	United Kingdom
Intuit Payment Solutions, LLC	California
Intuit Payments Inc.	Delaware
Intuit Payroll Holding, LLC	Delaware
Intuit Payroll Services, LLC	Delaware
Intuit Singapore Pte. Limited	Singapore
Intuit Technology Services Private Limited	India
Investment Solution Inc.	Delaware
Lacerte Software Corporation	Delaware
Lion's Partners, LLC	Delaware
MedFusion, Inc.	Delaware
MerchantAmerica, Inc.	California
Mint Software Inc.	Delaware

Nuance Data, Inc.	Delaware
PayCycle, Inc.	Delaware
Payroll Solution, Inc.	Texas
Quicken Investment Services, Inc.	Delaware
Quincy Data Center, LLC	Washington
SecureTax.com, Inc.	Delaware
Superior Bankcard Service LLC	Delaware
XpressCheX, Inc.	California

Exhibit 23.01

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the following Registration Statements:

Form S-8 No.	Plan
333-16829	Intuit Inc. 1996 Directors Stock Option Plan; Intuit Inc. 1996 Employee Stock Purchase Plan
333-45277	Intuit Inc. 1996 Directors Stock Option Plan
333-51698	Intuit Inc. 1996 Directors Stock Option Plan
333-71101	Intuit Inc. 1996 Directors Stock Option Plan
333-81324	Intuit Inc. 1996 Directors Stock Option Plan
333-81328	Intuit Inc. 1996 Employee Stock Purchase Plan
333-92513	Intuit Inc. 1996 Employee Stock Purchase Plan
333-92515	Intuit Inc. 1996 Directors Stock Plan
333-102213	Intuit Inc. 2002 Equity Incentive Plan; Intuit Inc. 1996 Employee Stock Purchase Plan; Intuit Inc. 1996 Director Stock Option Plan
333-112170	Intuit Inc. 2005 Equity Incentive Plan
333-130453	Intuit Inc. 2005 Equity Incentive Plan
333-137352	StepUp Commerce, Inc. 2004 Stock Incentive Plan
333-139452	Intuit Inc. 2005 Equity Incentive Plan; Intuit Inc. Employee Stock Purchase Plan
333-140568	Digital Insight Corporation 1997 Stock Plan; Digital Insight Corporation 1999 Stock Incentive Plan; 1997 Stock Plan of AnyTime Access, Inc.
333-148112	Intuit Inc. 2005 Equity Incentive Plan
333-148580	Homestead.com Incorporated 1996 Stock Option Plan; Homestead Technologies Inc. 2006 Equity Incentive Plan
333-156205	Intuit Inc. 2005 Equity Incentive Plan
333-161044	PayCycle, Inc. 1999 Equity Incentive Plan
333-163145	Mint Software Inc. Third Amended and Restated 2006 Stock Plan

Form S-8 No.	Plan
333-163728	Intuit Inc. 2005 Equity Incentive Plan; Intuit Inc. Employee Stock Purchase Plan
333-171768	Intuit Inc. Amended and Restated 2005 Equity Incentive Plan
333-179110	Intuit Inc. Employee Stock Purchase Plan
333-181732	Demandforce, Inc. 2007 Equity Incentive Plan

Form S-3 No.	Prospectus
333-50417	$500,000,000 in the aggregate of common stock, preferred stock and debt securities
333-63739	$500,000,000 in the aggregate of common stock, preferred stock and debt securities
333-54610	$1,000,000,000 in the aggregate of common stock, preferred stock and debt securities

Form S-4 No.	Prospectus
333-71097	$500,000,000 in the aggregate of common stock

of our reports dated September 13, 2013, with respect to the consolidated financial statements and schedule of Intuit Inc. and the effectiveness of internal control over financial reporting of Intuit Inc. included in this Annual Report (Form 10-K) of Intuit Inc. for the year ended July 31, 2013.

/s/ ERNST & YOUNG LLP
San Jose, California
September 13, 2013

Exhibit 31.01

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER PURSUANT TO
EXCHANGE ACT RULE 13a-14(a)/15d-14(a)
AS ADOPTED PURSUANT TO SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002

I, Brad D. Smith, certify that:

1. I have reviewed this annual report on Form 10-K of Intuit Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
    a. All significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: September 13, 2013

By: /s/ BRAD D. SMITH
Brad D. Smith
President and Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.02

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER PURSUANT TO
EXCHANGE ACT RULE 13a-14(a)/15d-14(a)
AS ADOPTED PURSUANT TO SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002

I, R. Neil Williams, certify that:

1. I have reviewed this annual report on Form 10-K of Intuit Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: September 13, 2013

By: /s/ R. NEIL WILLIAMS
R. Neil Williams
Senior Vice President and Chief Financial Officer
(Principal Financial Officer)

EXHIBIT 32.01

Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350,
As Adopted Pursuant to
Section 906 of The Sarbanes-Oxley Act of 2002

In connection with the Annual Report of Intuit Inc. (the "Company") on Form 10-K for the year ended July 31, 2013 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Brad D. Smith, President and Chief Executive Officer of the Company, certifies pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ BRAD D. SMITH
Brad D. Smith
President and Chief Executive Officer
(Principal Executive Officer)

Date: September 13, 2013

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

EXHIBIT 32.02

**Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350,
As Adopted Pursuant to
Section 906 of The Sarbanes-Oxley Act of 2002**

In connection with the Annual Report of Intuit Inc. (the “Company”) on Form 10-K for the year ended July 31, 2013 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), R. Neil Williams, Senior Vice President and Chief Financial Officer of the Company, certifies pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ R. NEIL WILLIAMS
R. Neil Williams
Senior Vice President and Chief Financial Officer
(Principal Financial Officer)

Date: September 13, 2013

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.