

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

FORM S-8

**REGISTRATION STATEMENT UNDER THE
SECURITIES ACT OF 1933**

INTUIT INC.

(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation or Organization)

77-0034661
(I.R.S. Employer
Identification No.)

2700 Coast Avenue
Mountain View, California 94043
(Address of Principal Executive Offices) (Zip Code)

Digital Insight Corporation 1997 Stock Plan
Digital Insight Corporation 1999 Stock Incentive Plan
1997 Stock Plan of AnyTime Access, Inc.
(Full Title of the Plan)

Laura A. Fennell, Esq.
Intuit Inc.
2700 Coast Avenue
Mountain View, California 94043
(Name and Address of Agent for Service)

(650) 944-6000
(Telephone Number, Including Area Code, of Agent for Service)

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities To Be Registered	Amount To Be Registered (1)	Proposed Maximum Offering Price Per Unit	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common Stock, \$0.01 par value per share and related preferred stock purchase rights (4)	1,489,235(2)	\$ 21.53(3)	\$32,063,229.55(3)	\$3,430.77(3)

- (1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the "Securities Act"), this Registration Statement shall also cover any additional shares of Registrant's Common Stock in respect of the securities identified in the above table by reason of any stock dividend, stock split, recapitalization or other similar transaction effected without the Registrant's receipt of consideration which results in an increase in the number of the outstanding shares of Registrant's Common Stock.
- (2) Represents shares subject to issuance upon the exercise of stock options outstanding under the Digital Insight Corporation 1997 Stock Plan, the Digital Insight Corporation 1999 Stock Incentive Plan, and the 1997 Stock Plan of AnyTime Access, Inc. (as assumed by Digital Insight Corporation) (collectively, the "Plans"), and assumed by the Registrant on February 6, 2007 pursuant to an Agreement and Plan of Merger by and among Registrant, a wholly owned subsidiary of Registrant and Digital Insight Corporation.
- (3) Estimated solely for the purpose of calculating the amount of the registration fee pursuant to Rule 457(h) of the Securities Act on the basis of the weighted average exercise price of the outstanding stock options granted pursuant to the plans of Digital Insight Corporation assumed by the Registrant.
- (4) Each share of Registrant's Common Stock is accompanied by a preferred stock purchase right pursuant to the Third Amended and Restated Rights Agreement between the Registrant and American Stock Transfer and Trust Company dated January 30, 2003 (the "Rights Agreement"). Until the occurrence of certain events specified in the Rights Agreement, these rights are not exercisable, are evidenced by the certificates for the shares of Registrant's Common Stock and are transferred solely with the Common Stock. The value attributable to these rights, if any, is reflected in the value of the shares of Registrant's Common Stock, and, accordingly, no additional registration fee is paid.

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EXPLANATORY NOTE

Intuit Inc. (the “Registrant”) is filing this Registration Statement on Form S-8 in connection with awards granted under the Plans that the Registrant, pursuant to that certain Agreement and Plan of Merger dated November 29, 2006, by and among the Registrant, Durango Acquisition Corporation and Digital Insight Corporation (“Digital Insight”), assumed upon the closing of the acquisition of Digital Insight on February 6, 2007.

PART II: INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE

The following documents of the Registrant filed with the Securities and Exchange Commission (the “Commission”) are incorporated herein by reference:

- (a) The Registrant’s Annual Report on Form 10-K for the fiscal year ended July 31, 2006;
- (b) All other reports filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) since the end of the fiscal year covered by the Registrant’s Annual Report referred to in (a) above;
- (c) The Registrant’s Registration Statement on Form 8-A filed with the Commission on February 4, 1993 pursuant to Section 12(g) of the Exchange Act, in which there is described the terms, rights and provisions applicable to the Registrant’s Common Stock; and
- (d) The Registrant’s Registration Statement on Form 8-A filed with the Commission on May 5, 1998 pursuant to Section 12(g) of the Exchange Act (as amended by filings on Forms 8-A/A filed with the Commission on October 9, 1998, January 26, 2000 and February 18, 2003), in which there is described the terms, rights and provisions applicable to the rights to purchase the Registrant’s Series B Junior Participating Preferred Stock (the “Preferred Stock”) and the associated Preferred Stock.

All documents subsequently filed by the Registrant pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act, prior to the filing of a post-effective amendment to this Registration Statement which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of filing of such documents, except as to specific sections of such statements as set forth therein. Any statement contained herein or in a document, all or a portion of which is incorporated or deemed to be incorporated by reference herein, shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

ITEM 4. DESCRIPTION OF SECURITIES

Not applicable.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL

Laura A. Fennell, Esq., Senior Vice President, General Counsel and Corporate Secretary of Intuit, will pass upon the validity of the issuance of the shares of Common Stock offered by this Registration Statement. As of February 5, 2007, Ms. Fennell held 3,236 shares of Intuit’s Common Stock, options to purchase 205,000 shares of Common Stock (of which 130,554 shares are exercisable within the next 60 days), and 15,000 restricted stock units (none of which will vest in the next 60 days).

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS

As permitted by Section 145 of the Delaware General Corporation Law, the Registrant's Certificate of Incorporation includes a provision that eliminates the personal liability of its directors for monetary damages for breach or alleged breach of their duty of care. In addition, as permitted by Section 145 of the Delaware General Corporation Law, the Registrant's Bylaws provide that:

- the Registrant is required to indemnify its directors and officers and persons serving in such capacities in other business enterprises (including, for example, subsidiaries of Intuit) at the request of the Registrant, to the fullest extent permitted by Delaware law, including those circumstances in which indemnification would otherwise be discretionary;
- the Registrant may, in its discretion, indemnify employees and agents in those circumstances where indemnification is not required by law;
- the Registrant is required to advance expenses, as incurred, to its directors and officers in connection with defending a proceeding (except that it is not required to advance expenses to a person against whom the Registrant brings a claim for breach of the duty of loyalty, failure to act in good faith, intentional misconduct, knowing violation of law or deriving an improper personal benefit);
- the rights conferred in the Registrant's Bylaws are not exclusive, and the Registrant is authorized to enter into indemnification agreements with its directors, officers and employees; and
- the Registrant may not retroactively amend the Registrant's Bylaw provisions in a way that is adverse to such directors, officers and employees.

The Registrant's policy is to enter into indemnity agreements with each of its and its subsidiaries' directors and executive officers. The agreements provide that the Registrant will indemnify these directors and officers under Section 145 of the Delaware General Corporation Law and the Registrant's Bylaws. In addition, the indemnity agreements provide that the Registrant will advance expenses (including attorney's fees) and settlement amounts paid or incurred by the directors and officers in any action or proceeding, including any derivative action by or in the right of the Registrant, on account of their services as directors or officers of the Registrant or as directors or officers of any other company or enterprise when they are serving in such capacities at the request of the Registrant. The Registrant will not be obligated pursuant to the agreements to indemnify or advance expenses to an indemnified party with respect to proceedings or claims initiated by the indemnified party and not by way of defense, except with respect to proceedings specifically authorized by the Registrant's Board of Directors or brought to enforce a right to indemnification under the indemnity agreement, the Registrant's Bylaws or any statute or law. Under the agreements, the Registrant is not obligated to indemnify the indemnified party:

- for any expenses incurred by the indemnified party with respect to any proceeding instituted by the indemnified party to enforce or interpret the agreement, if a court of competent jurisdiction determines that each of the material assertions made by the indemnified party in such proceeding was not made in good faith or was frivolous;
- for any amounts paid in settlement of a proceeding unless the Registrant consents to such settlement;
- with respect to any proceeding brought by Intuit against the indemnified party for willful misconduct, unless a court determines that each of such claims was not made in good faith or was frivolous;
- on account of any suit in which judgment is rendered against the indemnified party for an accounting of profits made from the purchase or sale by the indemnified party of securities of the Registrant pursuant to the provisions of Section 16(b) of the Exchange Act and related laws;
- on account of the indemnified party's conduct which is finally adjudged to have been knowingly fraudulent or deliberately dishonest, or to constitute willful misconduct or a knowing violation of the law; or
- if a final decision by a court having jurisdiction in the matter shall determine that such indemnification is not lawful.

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

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The indemnity agreements with the Registrant's officers and directors require the Registrant to maintain director and officer liability insurance to the extent reasonably available. The Registrant currently maintains a director and officer liability insurance policy.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED

Not applicable.

ITEM 8. EXHIBITS

Exhibit Number	Exhibit Description	Filed with this Form S-8	Incorporated by Reference*			
			Form	File No.	Exhibit	Date Filed
5.1	Opinion of Counsel.	X				
23.1	Consent of Counsel (included in Exhibit 5.1).	X				
23.2	Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm.	X				
24	Power of Attorney (incorporated by reference to Page II-5 of this Registration Statement).	X				
99.1	Digital Insight Corporation 1997 Stock Plan, Form of Stock Option Agreement under the Digital Insight Corporation 1997 Stock Plan and the Notice of Grant of Stock Purchase Right under the Digital Insight Corporation 1997 Stock Plan.		S-1	333-81547	10.5	June 25, 1999
99.2	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	10.6	September 13, 1999
99.3	First, Second and Third Amendments to the Digital Insight Corporation 1999 Stock Plan.		10-Q	000-27459	10.2	May 15, 2001
99.4	1997 Stock Plan, as amended, of AnyTime Access, Inc.		S-8	333-43636	4.1, 4.2	August 11, 2000
99.5	Form of Stock Option Agreement under the 1997 Stock Plan of Anytime Access, Inc.	X				
99.6	Form of Intuit Inc. Stock Option Assumption Agreement	X				

* References for Exhibits 99.1 to 99.4 are to filings made by Digital Insight Corporation.

ITEM 9. UNDERTAKINGS

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar

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value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the “Calculation of Registration Fee” table in the effective Registration Statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

Provided, however, that clauses (1)(i) and (1)(ii) shall not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Securities and Exchange Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 (the “Exchange Act”) that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered that remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant’s annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan’s annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference into this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

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

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Mountain View, State of California, on February 9, 2007.

INTUIT INC.

By: /s/ Kiran M. Patel
Kiran M. Patel
Senior Vice President and Chief Financial Officer

POWER OF ATTORNEY

By signing this Form S-8 below, I hereby appoint each of Stephen M. Bennett and Kiran M. Patel as my true and lawful attorneys-in-fact and agents with full power and authority to do any and all acts and things and to execute any and all instruments which said attorneys and agents, and any one of them, determine may be necessary or advisable or required to enable said corporation to comply with the Securities Act of 1933, and any rules or regulations or requirements of the Securities and Exchange Commission in connection with this Registration Statement. Without limiting the generality of the foregoing power and authority, the powers granted include the power and authority to sign the names of the undersigned officers and directors in the capacities indicated below to this Registration Statement, to any and all amendments, both pre-effective and post-effective, and supplements to this Registration Statement, and to any and all instruments or documents filed as part of or in conjunction with this Registration Statement or amendments or supplements thereof, and each of the undersigned hereby ratifies and confirms that all said attorneys and agents, or any one of them, shall do or cause to be done by virtue hereof. This Power of Attorney may be signed in several counterparts.

IN WITNESS WHEREOF, each of the undersigned has executed this Power of Attorney as of the date indicated. Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
Principal Executive Officer: <u>/s/ Stephen M. Bennett</u> Stephen M. Bennett	Chief Executive Officer, President and Director	February 9, 2007
Principal Financial Officer: <u>/s/ Kiran M. Patel</u> Kiran M. Patel	Senior Vice President and Chief Financial Officer	February 9, 2007
Principal Accounting Officer: <u>/s/ Jeffrey P. Hank</u> Jeffrey P. Hank	Vice President, Corporate Controller	February 9, 2007

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<u>Signature</u>	<u>Title</u>	<u>Date</u>
Additional Directors:		
<u>/s/ Christopher W. Brody</u> Christopher W. Brody	Director	February 9, 2007
<u>/s/ William V. Campbell</u> William V. Campbell	Director	February 9, 2007
<u>/s/ Scott D. Cook</u> Scott D. Cook	Director	February 9, 2007
<u>/s/ L. John Doerr</u> L. John Doerr	Director	February 9, 2007
<u>/s/ Diane B. Greene</u> Diane B. Greene	Director	February 9, 2007
<u>/s/ Michael R. Hallman</u> Michael R. Hallman	Director	February 9, 2007
<u>/s/ Dennis D. Powell</u> Dennis D. Powell	Director	February 9, 2007
<u>/s/ Stratton D. Slavos</u> Stratton D. Slavos	Director	February 9, 2007

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<u>Exhibit Number</u>	<u>Exhibit Description</u>	<u>Filed with this Form S-8</u>	<u>Incorporated by Reference*</u>			
			<u>Form</u>	<u>File No.</u>	<u>Exhibit</u>	<u>Date Filed</u>
5.1	Opinion of Counsel.	X				
23.1	Consent of Counsel (included in Exhibit 5.1).	X				
23.2	Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm.	X				
24	Power of Attorney (incorporated by reference to Page II-5 of this Registration Statement).	X				
99.1	Digital Insight Corporation 1997 Stock Plan, Form of Stock Option Agreement under the Digital Insight Corporation 1997 Stock Plan and the Notice of Grant of Stock Purchase Right under the Digital Insight Corporation 1997 Stock Plan.		S-1	333-81547	10.5	June 25, 1999
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99.5	Form of Stock Option Agreement under the 1997 Stock Plan of Anytime Access, Inc.	X				
99.6	Form of Intuit Inc. Stock Option Assumption Agreement	X				

* References for Exhibits 99.1 to 99.4 are to filings made by Digital Insight Corporation.



February 9, 2007

Securities and Exchange Commission
100 F Street, NE
Washington, DC 20549
Subject: Intuit Inc.

Ladies and Gentlemen:

This opinion is provided in connection with a Form S-8 Registration Statement (the "Registration Statement") being filed by Intuit Inc. (the "Company") on or about February 9, 2007. The Registration Statement relates to the registration of 1,489,235 shares of the Company's Common Stock, par value \$0.01 per share, together with the related preferred stock purchase rights (the "Shares"), that are subject to issuance upon exercise of stock options assumed by the Company in connection with its acquisition of Digital Insight Corporation ("Digital Insight") on February 6, 2007 (the "Intuit Options").

For purposes of this opinion, I have examined copies of (i) the Registration Statement, (ii) the Restated Certificate of Incorporation of the Company, as amended to date, (iii) the Bylaws of the Company, as amended to date, (iv) the Digital Insight Corporation 1997 Stock Plan, as amended, the Digital Insight Corporation 1999 Stock Incentive Plan, as amended, and the 1997 Stock Plan of AnyTime Access, Inc., as amended, and (v) the Agreement and Plan of Merger dated November 29, 2006, by and among the Company, Digital Insight and a wholly owned subsidiary of the Company, pursuant to which outstanding options to purchase shares of Common Stock of Digital Insight were assumed by the Company and converted into the Intuit Options. In rendering the opinion expressed herein, I have assumed the genuineness of all signatures, the authenticity of all documents, instruments and certificates purporting to be originals, the conformity with the original documents, instruments and certificates of all documents, instruments and certificates purporting to be copies, and the legal capacity to sign of all individuals executing documents, instruments and certificates. I have also assumed that all Shares will be issued pursuant to the Intuit Options for a purchase price of not less than \$0.01 per share.

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

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

Very truly yours,

/s/ LAURA A. FENNELL

Laura A. Fennell
Senior Vice President, General Counsel and
Corporate Secretary
Intuit Inc.

CONSENT OF ERNST & YOUNG LLP, INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the Digital Insight Corporation 1997 Stock Plan, the Digital Insight Corporation 1999 Stock Incentive Plan and the 1997 Stock Plan of AnyTime Access, Inc. of our reports dated September 13, 2006, with respect to the consolidated financial statements and schedule of Intuit Inc., Intuit Inc. management's assessment of the effectiveness of internal control over financial reporting, and the effectiveness of internal control over financial reporting of Intuit Inc., included in its Annual Report (Form 10-K) for the year ended July 31, 2006 filed with the Securities and Exchange Commission.

/s/ ERNST & YOUNG LLP
San Jose, California
February 5, 2007

**DIGITAL INSIGHT CORPORATION
1997 STOCK PLAN
STOCK OPTION AGREEMENT**

Unless otherwise defined herein, the terms defined in the Digital Insight Corporation 1997 Stock Plan (the "Plan"), formerly the AnyTime Access, Inc. 1997 Stock Option Plan, shall have the same defined meanings in this Stock Option Agreement (this "Option Agreement").

I. NOTICE OF STOCK OPTION GRANT

[Name]
[Address]
[Address]

The undersigned Optionee has been granted an Option to purchase Common Stock of the Company, subject to the terms and conditions of the Plan and this Option Agreement, as follows:

Grant Number:

Date of Grant:

Vesting Commencement Date:

Exercise Price per Share:

Total Number of Shares Granted:

Total Exercise Price:

Type of Option:

Incentive Stock Option
(ISO to the maximum extent permissible under law)

Nonstatutory Stock Option

Term/Expiration Date:

Vesting Schedule

This Option shall be exercisable, in whole or in part, according to the following vesting schedule:

___% of the Shares subject to this Option shall vest ___months after the Date of Grant, provided that the Optionee continues to be a Service Provider on such date.

In the event of the Involuntary Termination (as defined below) or termination without Cause (as defined below) of the Optionee's employment or consulting relationship with the Company prior to twelve (12) months after the Date of Grant, this Option shall become fully vested and exercisable by the Optionee upon the date of such termination, at the exercise price per Share specified above (as adjusted for any stock splits, stock dividends and the like). Except as otherwise provided herein, if the Optionee ceases to be a Service Provider prior to twelve (12) months after the Date of Grant, (a) this Option shall not vest and shall automatically terminate and (b) the Shares subject to this option shall be deposited in the "Escrow Account" created pursuant to the terms of the Agreement and Plan of Merger, dated as of March 30, 2000, as amended, by and among the Company, ATA Acquisition Corp., and AnyTime Access, Inc.

For purposes of the preceding paragraph, the following terms shall be defined as follows:

"Involuntary Termination" means (a) a significant reduction in the position, duties and/or responsibilities of the Optionee from the position, duties and responsibilities of the Optionee prior to the Merger, (b) a greater than 10% reduction in the base compensation of the Optionee as in effect immediately prior to the Merger, (c) a requirement by the Company that the Optionee relocate or perform services at a location more than 50 miles from the present site of the Optionee's current office, or (d) a significant reduction in the employee benefit plans and compensation programs applicable to the Optionee maintained by the Company prior to the Merger.

"Cause" means (a) the Optionee's loss of legal capacity, (b) personal dishonesty by the Optionee in performing his or her duties, (c) the Optionee's gross negligence in performing his or her duties, (d) the Optionee's insubordination or material failure to follow the policies, procedures, rules or regulations of the Company, (e) actions by the Optionee that are seriously detrimental to the reputation of the Company, or (f) the Optionee's conviction of a felony.

Exercise After Termination of Service

If (a) this Option vests pursuant to the terms described under "Vesting Schedule" above, and (b) the Optionee subsequently ceases to be a Service Provider, then this Option shall be exercisable as follows: (i) upon the Optionee's death or disability, this Option may be exercised for one year after the Optionee ceases to be a Service Provider; or (ii) otherwise, this Option may be exercised for three (3) months after the Optionee ceases to be a Service Provider.

Expiration of Option

In no event may the Optionee exercise this Option after the Term/Expiration Date set forth above.

Method of Exercise

This Option, if vested pursuant to the terms described under "Vesting Schedule" above, may be exercised by the Optionee by written notice at any time (subject to the time period limitations described under "Exercise After Termination of Service" and "Expiration of Option" above) by delivering to the Company such notice and payment for the purchase price as described in Article II of this Option Agreement.

II. AGREEMENT

1. Grant of Option. The Plan Administrator of the Company hereby grants to the Optionee (the "Optionee") named in the Notice of Stock Option Grant (the "Notice of Grant"), an option (the "Option") to purchase the number of Shares set forth in the Notice of Grant, at the exercise price per Share set forth in the Notice of Grant (the "Exercise Price"), and subject to the terms and conditions of the Plan, which is incorporated herein by reference.

If designated in the Notice of Grant as an Incentive Stock Option ("ISO"), this Option is intended to qualify as an Incentive Stock Option as defined in Section 422 of the Code. Nevertheless, to the extent that it exceeds the \$100,000 rule of Section 422(d) of the Code, this Option shall be treated as a Nonstatutory Stock Option ("NSO").

2. Exercise of Option.

(a) Right to Exercise. This Option shall be exercisable during its term in accordance with the Vesting Schedule set out in the Notice of Grant and with the applicable provisions of the Plan and this Option Agreement.

(b) Method of Exercise. This Option shall be exercisable by delivery of an exercise notice in the form attached as Exhibit A (the "Exercise Notice") which shall state the election to exercise this Option, the number of Shares with respect to which this Option is being exercised (the "Exercised Shares"), and such other representations and agreements as may be required by the Company. The Exercise Notice shall be accompanied by payment of the aggregate Exercise Price as to all Exercised Shares. This Option shall be deemed to be exercised upon receipt by the Company of such fully executed Exercise Notice accompanied by the aggregate Exercise Price.

No Shares shall be issued pursuant to the exercise of this Option unless such issuance and such exercise complies with Applicable Laws. Assuming such compliance, for income tax purposes the Shares shall be considered transferred to the Optionee on the date on which this Option is exercised with respect to such Shares.

3. [Intentionally Omitted].

4. [Intentionally Omitted].

5. Method of Payment. Payment of the aggregate Exercise Price shall be by any of the following, or a combination thereof, at the election of the Optionee:

(a) cash or check;

(b) consideration received by the Company under a formal cashless exercise program adopted by the Company in connection with the Plan; or

(c) surrender of other Shares which, (i) in the case of Shares acquired upon exercise of an option, have been owned by the Optionee for more than six (6) months on the date

of surrender, and (ii) have a Fair Market Value on the date of surrender equal to the aggregate Exercise Price of the Exercised Shares.

6. Restrictions on Exercise. This Option may not be exercised if the issuance of such Shares upon such exercise or the method of payment of consideration for such shares would constitute a violation of any Applicable Law.

7. Non-Transferability of Option. This Option may not be transferred in any manner otherwise than by will or by the laws of descent or distribution and may be exercised during the lifetime of the Optionee only by the Optionee. The terms of the Plan and this Option Agreement shall be binding upon the executors, administrators, heirs, successors and assigns of the Optionee.

8. Term of Option. This Option may be exercised only within the term set out in the Notice of Grant, and may be exercised during such term only in accordance with the Plan and the terms of this Option.

9. Tax Consequences. Set forth below is a brief summary, as of the date of this Option, of some of the federal tax consequences of exercise of this Option and disposition of the Shares. THIS SUMMARY IS NECESSARILY INCOMPLETE, AND THE TAX LAWS AND REGULATIONS ARE SUBJECT TO CHANGE. THE OPTIONEE SHOULD CONSULT A TAX ADVISER BEFORE EXERCISING THIS OPTION OR DISPOSING OF THE SHARES.

(a) Exercise of ISO. If this Option qualifies as an ISO, there will be no regular federal income tax liability upon the exercise of this Option, although the excess, if any, of the Fair Market Value of the Shares on the date of exercise over the Exercise Price will be treated as an adjustment to the alternative minimum tax for federal tax purposes and may subject the Optionee to the alternative minimum tax in the year of exercise.

(b) Exercise of Nonstatutory Stock Option. There may be a regular federal income tax liability upon the exercise of a Nonstatutory Stock Option. The Optionee will be treated as having received compensation income (taxable at ordinary income tax rates) equal to the excess, if any, of the Fair Market Value of the Shares on the date of exercise over the Exercise Price. If the Optionee is an Employee or a former Employee, the Company will be required to withhold from the Optionee's compensation or collect from the Optionee and pay to the applicable taxing authorities an amount in cash equal to a percentage of this compensation income at the time of exercise, and may refuse to honor the exercise and refuse to deliver Shares if such withholding amounts are not delivered at the time of exercise.

(c) Disposition of Shares. In the case of an NSO, if Shares are held for at least one year, any gain realized on disposition of the Shares will be treated as long-term capital gain for federal income tax purposes. In the case of an ISO, if Shares transferred pursuant to this Option are held for at least one year after exercise and of at least two years after the Date of Grant, any gain realized on disposition of the Shares will also be treated as long-term capital gain for federal income tax purposes. If Shares purchased under an ISO are disposed of within one year after exercise or two years after the Date of Grant, any gain realized on such disposition will be treated as compensation income (taxable at ordinary income rates) to the extent of the

difference between the Exercise Price and the lesser of (1) the Fair Market Value of the Shares on the date of exercise, or (2) the sale price of the Shares. Any additional gain will be taxed as capital gain, short-term or long-term depending on the period that the ISO Shares were held.

(d) Notice of Disqualifying Disposition of ISO Shares. If this Option is an ISO, and if the Optionee sells or otherwise disposes of any of the Shares acquired pursuant to the ISO on or before the later of (1) the date two years after the Date of Grant, or (2) the date one year after the date of exercise, the Optionee shall immediately notify the Company in writing of such disposition. The Optionee agrees that the Optionee may be subject to income tax withholding by the Company on the compensation income recognized by the Optionee.

10. Entire Agreement; Governing Law. The Plan is incorporated herein by reference. The Plan and this Option Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Optionee with respect to the subject matter hereof, and may not be modified adversely to the Optionee's interest except by means of a writing signed by the Company and the Optionee. This Option Agreement is governed by the internal substantive laws but not the choice of law rules of California.

11. No Guarantee of Continued Service. THE OPTIONEE ACKNOWLEDGES AND AGREES THAT THE VESTING OF SHARES PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AT THE WILL OF THE COMPANY (NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS OPTION OR ACQUIRING SHARES HEREUNDER). THE OPTIONEE FURTHER ACKNOWLEDGES AND AGREES THAT THIS OPTION AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE IN ANY WAY WITH THE OPTIONEE'S RIGHT OR THE COMPANY'S RIGHT TO TERMINATE THE OPTIONEE'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE.

[Remainder of page left blank intentionally]

The Optionee acknowledges receipt of a copy of the Plan and represents that he or she is familiar with the terms and provisions thereof, and hereby accepts this Option subject to all of the terms and provisions thereof. The Optionee has reviewed the Plan and this Option Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Option Agreement and fully understands all provisions of this Option Agreement. The Optionee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan or this Option. The Optionee further agrees to notify the Company upon any change in the residence address indicated below.

OPTIONEE

DIGITAL INSIGHT CORPORATION

Signature

By: _____
Signature

Print Name

Its: _____

Residence Address:

Address:

26025 Mureau Road
Calabasas, California 91302

EXHIBIT A
1997 STOCK PLAN
EXERCISE NOTICE

Digital Insight Corporation
26025 Mureau Road
Calabasas, California 91302

Attention: _____

1. Exercise of Option. Effective as of today, _____, 20___, the undersigned (the "Optionee") hereby elects to exercise the Optionee's option to purchase _____ shares of the Common Stock (the "Shares") of Digital Insight Corporation (the "Company") under and pursuant to the 1997 Stock Plan (the "Plan") and the Stock Option Agreement dated _____, 20___ (the "Option Agreement").
2. Delivery of Payment. Purchaser herewith delivers to the Company the full purchase price for the Shares, as set forth in the Option Agreement.
3. Representations of the Optionee. The Optionee acknowledges that the Optionee has received, read and understood the Plan and the Option Agreement and agrees to abide by and be bound by their terms and conditions.
4. Rights as Shareholder. Until the issuance of the Shares (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a shareholder shall exist with respect to the Shares, notwithstanding the exercise of the Option. The Shares shall be issued to the Optionee as soon as practicable after the Option is exercised. No adjustment shall be made for a dividend or other right for which the record date is prior to the date of issuance except as provided in Section 12 of the Plan.
5. [Intentionally Omitted].
6. Tax Consultation. The Optionee understands that the Optionee may suffer adverse tax consequences as a result of the Optionee's purchase or disposition of the Shares. The Optionee represents that the Optionee has consulted with any tax consultants the Optionee deems advisable in connection with the purchase or disposition of the Shares and that the Optionee is not relying on the Company for any tax advice.
7. [Intentionally Omitted].
8. Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth,

this Agreement shall be binding upon the Optionee and his or her heirs, executors, administrators, successors and assigns.

9. Interpretation. Any dispute regarding the interpretation of this Agreement shall be submitted by the Optionee or by the Company forthwith to the Administrator, which shall review such dispute at its next regular meeting. The resolution of such a dispute by the Administrator shall be final and binding on all parties.

10. Governing Law; Severability. This Agreement is governed by the internal substantive laws but not the choice of law rules, of California.

11. Entire Agreement. The Plan and Option Agreement are incorporated herein by reference. This Agreement, the Plan, the Option Agreement and the Investment Representation Statement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Optionee with respect to the subject matter hereof, and may not be modified adversely to the Optionee's interest except by means of a writing signed by the Company and the Optionee.

Submitted by:

Accepted by:

OPTIONEE

DIGITAL INSIGHT CORPORATION

Signature

By: _____
Signature

Print Name

Its: _____

Residence Address:

Address:

26025 Mureau Road
Calabasas, California 91302

Date Received

**INTUIT INC.
STOCK OPTION ASSUMPTION AGREEMENT**

Dear _____:

As you know, on February 6, 2007, (the "Closing Date") Intuit Inc. ("Intuit") acquired Digital Insight Corporation ("Digital Insight") (the "Acquisition") pursuant to the Agreement and Plan of Merger by and among Intuit Inc., Durango Acquisition Corporation, and Digital Insight dated November 29, 2006 (the "Merger Agreement"). On the Closing Date you held one or more outstanding stock options to purchase shares of Digital Insight common stock granted to you under any of the Digital Insight 1997 Stock Plan, 1999 Stock Plan, and/or one or more stock options assumed by Digital Insight and originally granted to you under the AnyTime Access, Inc. 1997 Stock Plan (each a "Plan" and collectively referred to herein as the "Plans"). Pursuant to the Merger Agreement, on the Closing Date, Intuit assumed all obligations of Digital Insight under your outstanding option (or options). This Stock Option Assumption Agreement (the "Agreement") evidences the terms of Intuit's assumption of an option (or options) to purchase Digital Insight common stock originally granted to you under one (or more) of the Plans (the "Digital Insight Option(s)"), and documented by a stock option agreement (or stock option agreements) and any amendment(s) entered into by and between you and Digital Insight (the "Option Agreement(s)"), including the necessary adjustments for assumption of the Digital Insight Option(s) that are required by the Acquisition.

The table below summarizes your Digital Insight Option(s) immediately before and after the Acquisition:

DIGITAL INSIGHT OPTION(S)				ASSUMED DIGITAL INSIGHT OPTION(S)	
Grant Date	Option Type	No. of Digital Insight Shares	Exercise Price per Share	No. of Intuit Shares	Exercise Price per Share

The post-Acquisition adjustments are based on the Option Exchange Ratio of 1.243781095 (as determined in accordance with the terms of the Merger Agreement). If applicable, and to the extent allowable by law, the adjustments are also intended to retain incentive stock option ("ISO") status under U.S. tax laws. The number of shares of Intuit common stock subject to your assumed Digital Insight Option(s) was determined by multiplying the Option Exchange Ratio by the number of shares remaining subject to your Digital Insight Option(s) on the Closing Date and rounding the resulting product down to the next whole number of shares of Intuit common stock. The exercise price per share of your assumed Digital Insight Option(s) was determined by dividing the exercise price per share of your Digital Insight Option(s) by the Option Exchange Ratio and rounding the resulting quotient up to the next whole cent.

Unless the context otherwise requires, any references in the Plan and the Option Agreement(s) to: (i) the "Company" or the "Corporation" means Intuit, (ii) "Stock," "Common Stock" or "Shares" means shares of Intuit common stock, (iii) the "Board of Directors" or the "Board" means the Board of Directors of Intuit and (iv) the "Committee" means the Compensation and Organizational Development Committee of the Board of Directors of Intuit. All references in the Option Agreement(s) and the Plan relating to your status as an employee of Digital Insight will now refer to your status as an employee of Intuit or any present or future Intuit subsidiary.

The vesting commencement date, vesting schedule and expiration date of your assumed Digital Insight Option(s) remain the same as set forth in the Option Agreement(s) (with the number of shares subject to each vesting installment and the exercise price per share adjusted to reflect the effect of the Acquisition). In accordance with Intuit's policies the only permissible methods to exercise your assumed Digital Insight Option(s) are cash, check, wire transfer, or through a cashless exercise program with an Intuit-designated broker. All other provisions which govern either the exercise or the termination of your assumed Digital Insight Option(s) remain the same as set forth in the Option Agreement(s), and the provisions of the Option Agreement(s) will govern and control your rights under this Agreement to purchase shares of Intuit common stock, except as expressly modified by this Agreement, the Merger Agreement or otherwise in connection with the Acquisition. Upon termination of your employment you will have the applicable limited post-termination exercise period specified in your Option Agreement(s) for your assumed Digital Insight Option(s) to the extent outstanding at the time of termination after which time your assumed Digital Insight Option(s) will expire and NOT be exercisable for Intuit common stock.

To exercise your assumed Digital Insight Option(s), please see the instructions posted at Intuit's intranet (Intuit Central): _____; or contact _____ at _____.

Nothing in this Agreement or the Option Agreement(s) interferes in any way with your right and your employer's right, which rights are expressly reserved, to terminate your employment at any time for any reason. Future options, if any, that you may receive from Intuit will be governed by the terms of the Intuit stock option plan under which such options are granted, and such terms may be different from the terms of your assumed Digital Insight Option(s).

Please sign and date this Agreement, as soon as possible, and return to _____ (Stock Plan Administration), _____ in Mountain View, California.

Until your fully executed Acknowledgment (attached to this Agreement) is received by Intuit's Stock Administration Department your Intuit account will not be activated and your assumed Digital Insight Option(s) will not be exercisable. If you have any questions regarding this Agreement or your assumed Digital Insight Option(s), please contact _____ at _____.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE FOLLOWS]

INTUIT INC.

By: _____
Stephen M. Bennett
President and Chief Executive Officer

ACKNOWLEDGMENT

The undersigned acknowledges receipt of the foregoing Stock Option Assumption Agreement and understands and agrees that all rights and liabilities with respect to the assumed Digital Insight Option(s) listed on the table above are hereby assumed by Intuit and are as set forth in the Option Agreement(s) for such assumed Digital Insight Option(s), the applicable Plan and this Stock Option Assumption Agreement and agrees to the terms as set forth in this Stock Option Assumption Agreement.

DATED: _____, 2007

- Optionee
Address: _____

ATTACHMENTS
Exhibit A – Form S-8 Prospectus