

L I C E N C E A G R E E M E N T

Comtax® Basic 2010

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1. COMTAX hereby grants to *Licensee* a non-transferable and non-exclusive licence, without the right to sub-licence, to electronically access *Comtax® Basic 2010 (version 11)* for the countries according to Appendix 1, (hereinafter called 'the System'). The Licence granted herein restricts use of *the System* to Licensee's appointed user. Use of *the System* by additional users requires the purchase of additional licences and shall be specified on the Order Form.

2. The database of *the System* will be continuously updated. New or amended tax rates and tax rules will be included in *the System* the month they are effective. These updates are included in the annual licence fee.

COMTAX will make commercially best efforts to update *the System* as indicated above but it is understood between the parties that difficulties in getting hold of relevant and confirmed information could delay the update of certain data.

Maintenance of *the System* will be provided by COMTAX on the basis that if COMTAX comes across or is told by *Licensee* or another user of a defect, COMTAX will correct that defect and issue an updated copy of *the System*, provided the defect is judged by COMTAX to be material to the proper functionality of *the System*.

3. For the Licence granted in articles 1 and 2 and service granted in article 3 of this Licence Agreement *Licensee* agrees to pay the fees set forth on the Order Form.

4. The annual licence fee may be changed by COMTAX to correspond with the annual licence fee according to COMTAX' current price-list. The new fee will be due at the *Annual renewal date*. *Licensee* shall, however, be notified not later than three months before the *Annual renewal date* of any change in the annual licence fee. If *Licensee* does not agree to proposed change of fee, *Licensee* shall give notice of termination within 30 days after receiving notification of change of fee.

5. COMTAX warrants that *the System* is an original work of COMTAX and that it is authorised to enter into and perform this Licence Agreement. COMTAX further warrants that *Licensee's* use of *the System* will not infringe any third party rights.

6. Limited Warranty. EXCEPT AS STATED IN PARAGRAPH 5, THE SYSTEM IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. COMTAX DISCLAIMS AND EXCLUDES ANY AND ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IRRESPECTIVE OF ANY COURSE OF DEALING OR PERFORMANCE, CUSTOM OR USAGE OF TRADE. CUSTOMER BEARS THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SYSTEM. COMTAX DOES NOT WARRANT THAT THE SYSTEM WILL BE UNINTERRUPTED, THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT FREE, THAT ALL APPLICATION DEFECTS WILL BE CORRECTED. OR THAT THE SYSTEM WILL PROPERLY OPERATE ON ANY SPECIFIC OPERATING SYSTEM OR COMPUTER HARDWARE OR CONFIGURATIONS OR BEFORE OR AFTER ANY SPECIFIC DATE OR TIME PERIOD. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE AND SUITABILITY OF THE SYSTEM AND COMTAX SHALL HAVE NO LIABILITY THEREFORE. NO EMPLOYEE OR AGENT OF COMTAX OR ANY OF ITS SUBSIDIARIES OR AFFILIATES IS AUTHORIZED TO MAKE ANY STATEMENT THAT ADDS TO OR AMENDS ANY OF THE WARRANTIES OR LIMITATIONS CONTAINED IN THIS AGREEMENT.

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7. *The System* is subject to copyright. It is provided to *Licensee* in strict confidence and is the exclusive property of COMTAX. Title and full ownership rights, direct and indirect, remain with COMTAX. COMTAX does not, however, have any rights in the output of *the System* as produced by *Licensee*.

8. This Licence Agreement shall run for the term of one year from the date of delivery and, unless terminated by either party giving to the other three months' written notice of termination prior to the *Annual renewal date*, it shall continue thereafter in one year terms with three months' notice as above.

Licensee's selling, assigning, transferring, or otherwise distributing *the System* or any attempt by *Licensee* to sell, sub-licence, assign or transfer any of its rights, duties or obligations under this Licence Agreement will be void and will automatically terminate this Licence Agreement.

9. The parties agree that this is the complete and exclusive Licence Agreement between COMTAX and *Licensee* and supersedes any proposal or prior agreement, oral or written, and any other communication between the parties relating to the subject matter of this

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Licence Agreement.

The law governing this Licence Agreement shall be Swedish law and the parties hereto shall submit to the exclusive jurisdiction of the Swedish Courts. However, failure in payments according to clause 4 above shall be governed by the law and courts of the state of Illinois.

COMTAX and Licensee undertake to keep confidential any information, knowledge and insight, comprised by this Licence Agreement during and after its duration.

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Appendix 1

LIST OF COUNTRIES (Comtax® Basic 2010)

Albania	Guernsey	New Zealand
Algeria	Hong Kong	Nicaragua
Argentina	Hungary	Nigeria
Australia	Iceland	Norway
Austria	India	Oman
Bahamas IBC	Indonesia	Pakistan
Bahrain	Iran	Panama
Barbados	Ireland	Paraguay
Barbados Offshore	Ireland I.F.S.C.	Peru
Belarus	Isle of Man	Philippines
Belgium	Isle of Man Exempt C.	Poland
Belgium Coord Centre	Israel	Portugal
Bermuda Exempt C.	Italy	Puerto Rico
Bolivia	Ivory Coast	Qatar
Bosnia and Herzegovina	Jamaica	Romania
Brazil	Japan	Russia
British Virgin IBC	Jersey	Saudi Arabia
British Virgin Isl	Jersey IBC	Senegal
Bulgaria	Kazakhstan	Serbia
Cameroon	Kenya	Singapore
Canada	Korea, Rep of	Slovak Republic
Cayman Isl Exempt C.	Kuwait	Slovenia
Chile	Latvia	South Africa
China	Lebanon	Spain
Colombia	Liechtenstein	Spain ETVE
Costa Rica	Liechtenstein Dom C.	Sri Lanka
Croatia	Lithuania	Sweden
Cyprus	Luxembourg	Switzerland
Cyprus Int C.	Luxembourg Hold C.	Switzerland Dom C.
Czech Republic	Luxembourg SPF	Taiwan
Denmark	Macedonia	Thailand
Ecuador	Malawi	Togo
Egypt	Malaysia	Trinidad and Tobago
El Salvador	Malaysia Labuan	Tunisia
Estonia	Mali	Turkey
Finland	Malta	Ukraine
France	Mauritius	United Arab Emirates
Gabon	Mexico	United Kingdom
Germany	Monaco	United States
Gibraltar	Montenegro	Uruguay
Gibraltar Exempt C.	Morocco	Venezuela
Greece	Netherlands	Vietnam
Guatemala	Netherlands Antilles	Zimbabwe

Valid 2011

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