



Invoicing

(1) Partner Company must make all payments by wire transfer to the account identified on the Invoices. Partner Company must pay any remittance costs, which must not be deducted from the amount due. Partner Company must include MultiSoft's invoice number (if applicable) on each wire transfer payment.

(2) Partner Company must place orders with MultiSoft for the MobileNAV related Licensed Software and Services no later than (a) Customer's first Use of those products or Services or (b) within 30 days of a Partner Company Party's receipt of payment from Customer for licenses or services, whichever occurs first.

(3) Partner Company may not withhold payment or make deductions on the amount due on any invoice (by way of offset, counterclaim or otherwise) unless MultiSoft issues a credit note. This includes rebates, price adjustments, billing errors, handling fees, allowances or any other charges.

(4) If Partner Company disputes any amount invoiced by MultiSoft or has a complaint about the MobileNAV related Licensed Software (other than a warranty claim) then Partner Company must:

(i) Pay the non-disputed amount on the invoice; and

(ii) Give details, via Written Notice, of the disputed item or complaint (together with supporting documentation and information) within 30 days of the date of MultiSoft's invoice.

(5) Partner Company's payment to MultiSoft is not contingent on Partner Company's receipt of any payments from its Recorded Affiliates or Customers. If Partner Company purchases a multi-year, annual installment on behalf of a Customer, Partner Company is responsible for payment each year, whether Partner Company collects payment from the Customer or not.

(6) Partner Company must make all payments in full and in the currency specified in MultiSoft's invoice (subject to applicable law).

(e) Taxation. The amounts to be paid to MultiSoft do not include any governmental taxes. Partner Company must pay to MultiSoft any taxes that are owed by the Partner Company which are permitted to be collected from Partner Company by MultiSoft under applicable law. Partner Company may give MultiSoft a valid exemption certificate in which case MultiSoft will not collect the taxes covered by such certificate. MultiSoft is not liable for any taxes that Partner Company is legally obligated to pay related to the sale of MobileNAV related Licensed Software and Services, or Partner Company's provision of any other services or goods to any Customer. Partner Company will indemnify, defend and hold MultiSoft harmless from any taxes, claims, or costs (including reasonable attorneys' fees) and any other liabilities of any nature related to such taxes.

If Partner Company is located in a jurisdiction that utilizes the Value Added Tax or sales tax numbers ("VAT Number") for tax identification purpose, Partner Company's VAT Number must be provided to MultiSoft together with Partner Company's address details.

If local laws, regulations or any non-Hungarian government tax authority requires any taxes be withheld on payments made by Partner Company to MultiSoft, and if Partner Company promptly secures and delivers to MultiSoft an official receipt for any such taxes withheld or other documents necessary to enable MultiSoft to claim a Hungarian Foreign Tax Credit, Partner Company may deduct such taxes from the amount owed to MultiSoft and pay them to the taxing authority. The withholding taxes referred to in this section apply to withholding taxes required by the taxing authorities on payments to MultiSoft only. They do not include any withholding taxes incurred by Partner Company for payments made to Partner Company by Customers. Such withholding taxes are Partner Company's financial responsibility. Partner Company will make certain that any taxes withheld are minimized to the extent possible under applicable law.

(f) Financial statements. MultiSoft may require audited financial statements (or equivalent information that may be acceptable to MultiSoft) from time to time in connection with Partner Company's obtaining or maintaining credit terms. MultiSoft's uses these financial statements for the sole purpose of setting and reviewing Partner Company's credit and will treat unpublished financial statements as Confidential Information. If requested, Partner Company should forward financial statements to the attention of MultiSoft's credit department.

(g) Returns. Unless required by local law, MultiSoft does not accept returns of MobileNAV related Licensed Software or Services purchases.

