SOFTWARE MAINTENANCE AGREEMENT

This Software Maintenance Agreement (the “Agreement”) is effective 1st Jan 2009,

BETWEEN: ***Tally Power Services, Inc.*** (the "First Party"), a company organized and existing

under the laws of Germany AND **Buy Co Ltd** (the "Second Party"), a company organized and existing under the laws of Norway

WHEREAS, pursuant to the Master Agreement, First Party and Licensee have entered into License no 1578934 (hereinafter referred to as the “License Agreement”) with respect to such Software Products referred to in such License Agreement (hereinafter referred to as the “Software”);WHEREAS Second Party wishes to sell to First Party and Licensee wishes to purchase from SecondParty maintenance and support services for the Software pursuant to this Agreement;

NOW THEREFORE, consideration of the mutual promises herein, First Party and Second Party agree as Follows:

1. SCOPE OF AGREEMENT

During the term of this Agreement, as set forth in Section 2, Second Party agrees to furnish to

Licensee the following maintenance and support services for the Software (which shall hereinafter collectively be referred to as the “Services”):

1.1 Software Update, Upgrades and Correction Services

As part of the Software Update and Correction Service, Second Party shall promptly provide to First Party:

1.1.1 any known problem resolutions relating to the Software as such resolutions become

known to Second Party;

1.1.2 corrections for problems that Second Party diagnoses as Defects in a currently supported

version of the Software;

1.1.3 all modifications, refinements, and enhancements (“Improvements”) which Second Party

to incorporates into and makes a part of the Software;

1.1.4 Upgrade new releases of the Software which Second Party elects to make available to its

general client base;

1.2. Telephone Support Services

Telephone Support Services includes Licensee having direct telephone access to employees of

Second Party who have the necessary technical expertise and experience to understand and solve First Party’s inquiries concerning the Software Defects as set out in the License Agreement and to clarify Documentation when the same is either insufficient or unclear. Such direct telephone access shall be available Monday through Friday, exclusive of statutory holidays, from 08:00 AM to 05:00 OM (Eastern Standard Time).

Second party shall be obligated to provide a response to such telephone inquiries as

soon as is practically possible but, in no event, shall such response take more than 2

business hours to provide. In the event that such response is not satisfactory to the First Party, acting reasonably, then the Second Party shall promptly provide Software Repair Services.

1.3. Software Correction Services

Should the Software not operate as set out in the License Agreement, Second Party will promptly correct the Software at no additional charge to the First Party.

2. TERM

The term of this Agreement shall be the same as that of the License Agreement.

3. CHARGES AND PAYMENT

Upon execution of this Agreement, Licensee shall pay to Second Party the sum of £20,000 on a yearly basis which represents the total amount that Licensee will pay for the Services provided by Second Party pursuant to Exhibit. All taxes are excluded and shall be shown separately on Second Party’s invoice.

4. WARRANTY

Second Party warrants for a period of 60 days from the date of their being rendered, that the Services will remedy the problem to which they are related.

5. EQUIPMENT/SOFTWARE

Second Party shall use the equipment (hardware and software) provided by First Party solely for the provision of the services covered under this Agreement.

6. INSURANCE

Second Party hereby accepts total responsibility for the equipment provided by First Party pursuant to Section 5 above. Second Party shall provide First Party with a certificate of insurance indicating coverage for at least [SPECIFY] to cover its liability in the event the equipment is damaged or destroyed. The certificate shall specifically cover the equipment provided by First Party pursuant to Section 5 above and shall name First Party as beneficiary in respect of losses or claims. Such insurance shall remain in full

force and effect throughout the term of this Agreement.

7. NON-DISCLOSURE

The provisions governing Non-Disclosure set out in the License Agreement in Article shall apply to this Agreement mutatis mutandis.

8. TITLE TO WORK

8.1. Upon payment being made in accordance with the terms of this Agreement, all title, rights and interest in all software, printed material and other physical media containing designs, symbols, inventions and reports performed, created or written in accordance with this Agreement along with any rights of intellectual property related thereto, including but not limited to patents, copyrights, trademarks and industrial designs (hereinafter referred to as the “Work”) shall vest in and inure to the benefit of the First Party .

8.2. At Second Party request, The First Party shall sign any additional documents necessary (as the casemay be) to give full effect to [SPECIFY]s title to the Work. Moreover, upon completion of the Work, Second Party shall make any of its employees involved in the performance of the Work, sign an assignment of all rights of intellectual property and a waiver to any moral rights, as defined in the Copyright Act in Germany they may have in the Work and provide with evidence of such waiver at the First Party’s request.

9. INDEMNIFICATION

The provisions governing indemnification of First Party by Second Party set out in articles 1.0 and of the License Agreement shall apply to this Agreement mutatis mutandis and, in particular, to the Services.

10. CHANGES IN THE SERVICES

First Party may, at any time, without invalidating this Agreement, order services in addition to the Services or request to make changes to the Services. The compensation and time limits of the Agreement shall be adjusted accordingly. The aforementioned changes shall be undertaken by the Second Party only upon written authorization of First Party.

11. TERMINATION FOR DEFAULT

Notwithstanding the non-termination of the License Agreement, should Second Party be in default under any provision of this Agreement, or fail to perform or execute the Services, in the manner contemplated herein, First Party, may, at its discretion, terminate this Agreement by giving Second Party 30 days prior written notice of termination, or obtain the services of third party personnel and Second Party shall indemnify First Party for all additional costs resulting therefrom. Upon termination, Second Party shall return all equipment provided by First Party to Second Party pursuant to Section 5 above.

12. ASSIGNMENT

This Agreement may not be assigned nor subcontracted in whole or in part by Second Party without the prior written consent of the First Party. An assignment or a subcontract shall not release Second Party from its obligations hereunder. The First Party can assign this contract, in whole or in part without notifying the Second Party.

13. BANKRUPTCY

Either party may terminate this Agreement forthwith if the other party becomes insolvent or otherwise commits any act of bankruptcy.

14. FORCE MAJEURE

Neither party to this Agreement shall be liable to the other for any failure to perform, or delay in the performance of, any obligation under this Agreement caused by circumstances beyond its reasonable control, including but not limited to: acts of God, fire, labor difficulties or governmental action. It is agreed that the time for performance by either party shall be extended by the period of such uncontrollable circumstances. In no event, however, shall Second Party’s performance be delayed for more than 3 months from the date of such circumstances arising. After this period, First Party may terminate this Agreement and at its option, procure the Services elsewhere.

15. SURVIVAL OF CLAUSES

Notwithstanding the termination of this Agreement for any reason whatsoever including normal expiration, clauses pertaining to: Non-Disclosure (Section 7) Title to Work (Section 8)

shall survive the expiration or other termination of this Agreement, in addition to any other clause which survives by operation

16. TIME OF ESSENCE

Time is of the essence in any matter relating to the performance of this Agreement.

17. GOVERNING LAW

This Agreement shall be governed and interpreted in accordance with Norwegian Law.

18. NOTICES

All notices or reports permitted or required under this Agreement shall be in writing and shall be by personal delivery, telegram, telex, telecopier, facsimile transmission, or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, 30 days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices shall be sent to the addresses set forth at the

beginning of this Agreement or such other address as either party may specify in writing. If notice is sent to, it shall be sent to the person bearing the title set forth below Second Party’s signature to this Agreement.

19. SEVERABILITY AND WAIVER

19.1. In the event that any one or more of the provisions contained in this Agreement shall be held to be unenforceable under the Law] in force in the Province of Bavaria , such provision(s) shall be deemed not to have been written and shall not affect any other provisions of this Agreement.

19.2. The failure of either party to insist upon strict performance of this Agreement, or to exercise any option herein, shall not act as a waiver of any right, promise or option, but the same shall continue to be in full force and effect. No waiver by First Party of any breach shall be effective unless expressed in writing.

20. ENTIRE AGREEMENT

This Agreement, including the attached Exhibits and the documents incorporated by reference, shall constitute the entire Agreement between the parties with respect to the subject matter hereof, and shall replace all prior written or verbal promises and representations.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at Berlin on the date indicated above.

| **Tally Power Services**  **Authorized Signature**  **Print Name and Title** | **BuyCo Ltd**  **Authorized Signature**  **Print Name and Title** |
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