**SOFTWARE PURCHASE AGREEMENT**

(Ostajan versio)

Sopimuspohja tehty ostajan näkökulmasta tilanteeseen, jossa ohjelmistoyritys on kehittänyt lisensioimansa vakio-ohjelmiston päälle lukuisia omia sovelluksiaan ja laajennuksiaan ja nyt tässä pohjassa haluaa ostaa kertamaksulla kaikki oikeudet vakio-ohjelmiston alkuperäiseen versioon (”pohjasoftaan”) lisenssinantajaltaan. Näin toimien ohjelmistoyritys saa täyden kontrollin tuotteeseensa ja voi hyödyntää sitä helpommin kaupallisesti. Tämän pohjan liitteinä ovat erilliset työntekijöiden ja alihankkijoiden vakuutukset siitä, että IPR:n siirto ostajalle on täydellinen ja riidaton.

Sopimuspohjan kaikki kohdat tulee tarkistaa ja muuttaa vastaamaan käytännön tilannetta; on myös huomioitava, että yhden sopimuskohdan muuttaminen yleensä vaikuttaa myös sopimuksen muihin lausekkeisiin ja lisämuutokset ovat tällöin tarpeen.

**HUOM.! Tämä sopimuspohja ei sovellu käytettäväksi käytännön tilanteisiin ilman sopimusjuridisen asiantunti­jan tarkistusta ja korjauksia.**

 *Draft 0.1- September\_\_, 20\_\_*

**SOFTWARE PURCHASE AGREEMENT**

This software purchase agreement made this 20th day of September, 20\_\_ (hereinafter “Effective Date”) between

**Myyjäfirma Oy** a corporation incorporated under the laws of Finland (hereinafter “Vendor”) and

**Ostajafirma Oy**, a corporation incorporated under the laws of Finland (hereinafter “Purchaser”).

***ARTICLE 1 – BACKGROUND***

**1.1** Vendor is the developer and owner of the computer software described in **Schedule A** (hereinafter the "Vendor's Standard Software") which it markets and supports.

**1.2** Vendor has licensed the Vendor's Standard Software to purchaser for its own use by the Software License Agreement dated June 15, 20\_\_. Under that license, Purchaser has the right to modify the Vendors Standard Software and to own those modifications.

**1.3** Purchaser has modified its licensed copy of the Vendor's Standard Software to include new functionality and new applications which together render it different from the Vendor's Standard Software originally licensed to it by Vendor (which modified version is hereinafter referred to as the "User-Specific Software”, and is described in **Schedule B**).

**1.4** Vendor desires to sell and Purchaser desires to purchase such right, title and interest that the Vendor retains in and to any components or features of the Vendor’s Standard Software which are incorporated in or form part of the User-specific Software so as to enable Purchaser to become the sole and exclusive owner of the User-Specific Software.

***ARTICLE 2 – DEFINITIONS***

**2.1** As used in this Agreement, the following terms shall have the following respective meanings:

“Agreement” means this Agreement, all schedules attached hereto and any agreement or schedule supplementing or amending this Agreement.

“Changes” means improvements, enhancements, modifications, upgrades, corrections, alterations, revisions, adaptations, updates, translations, versions, releases and extensions which are made to the Vendor's Standard Software or the User-Specific software (as the case may be) and to materials related thereto.

"Closing" has the meaning inscribed to that term in article 4.1.

“Computer Program” means an ordered series of instructions or statements, in any form, for controlling the operation of a data processor to execute a process to be performed data, on including all data structures associated therewith.

"Effective Date" means the date first above written.

"Vendor's Standard Software" means the Computer Programs described in **Schedule A**, which operate in accordance with the Related Material. Vendor's Standard Software includes, but is not limited to object code and source code forms thereof, on magnetic media and in human readable form with interpretive comments, all Changes to Vendor's Standard Software made or acquired by Vendor to the Effective Date and all Related

Materials.

"Party" means Purchaser and/or Vendor as indicated by the context.

"Person" means an individual, corporation, partnership, joint venture, trust, unincorporated organization or any agency or instrumentality thereof or any other entity recognized by law.

"Related Materials" means information in written or documentary form, human readable form or machine readable form in any media, used or useful in or relating to the installation, design, use, operation, testing, debugging, support or maintenance or marketing of the Vendor's Standard Software or the User-Specific Software (as the case may be).

"User-Specific Software" means the Computer Programs described in **Schedule B**, which operate in accordance with the Related Materials. User-Specific Software includes, but is not limited to object code and source code forms thereof, on magnetic media and in human readable form with interpretive comments, all Changes to User-Specific Software made or acquired by Purchaser to the Effective Date, and all Related

Materials.

**2.2** The following Schedules form part of this Agreement:

**Schedule A** - Listing of the Computer Programs making up the Vendor's Standard Software.

**Schedule B** - Listing of the Computer Programs making up the User-Specific Software.

**Schedule C** - Listing of the Developers involved in creating the Vendor's Standard software and their Employment status during that involvement.

**Schedule D** - lntellectual Property Assignment and Waiver forms from the Developers involved in creating the Vendor's standard Software and the Employers (if applicable).

***ARTICLE 3 – ASSIGNMENT AND WAIVER***

**3.1** Vendor hereby grants, assigns and quitclaims to Purchaser, all of its worldwide right, title and interest including but not limited to all patent, copyright, design right, trade secrets and other intellectual or industrial property of any nature whatsoever which it may have in any components or features of the User-Specific Software to which Vendor has any right or interest for the full duration of all such rights, and any renewals or extensions thereof.

**3.2** Vendor certifies the assignment and waiver of all intellectual property rights to the Vendor's Standard Software as confirmed by the intellectual property assignments and waivers of the Vendor's Standard Software developers or their employers as described at **Schedule C**.

***ARTICLE 4 - CONSIDERATION***

**4.1** ln consideration of the sale of the User-Specific Software, Purchaser shall pay to Vendor EUR \_\_\_\_\_\_\_\_\_ within two (2) weeks of delivery to Purchaser of executed Intellectual Property Assignment and Waivers relating to the developers listed in **Schedule C**. Full payment shall constitute the closing ("Closing") of the sale of the User-Specific Software to Purchaser.

**4.2** Upon Closing, the terms and conditions of the Software License Agreement between the parties dated June 15, 20\_\_\_ will no longer apply to the User-Specific Software.

***ARTICLE 5 -******REPRESENTATIONS AND WARRANTIES***

**5.1** Purchaser represents and warrants to and in favor of Vendor as follows:

Purchaser has the legal right and authority, and has taken all necessary corporate action, to execute and perform this Agreement.

* 1. Vendor represents and warrants to and in favor of Purchaser as follows:

(a) Vendor has the power, capacity, legal right and authority, and has taken all necessary corporate action, to execute and perform this Agreement;

(b) neither the execution nor the performance of this Agreement requires the approval of any regulatory agency having jurisdiction over Vendor nor is this Agreement in contravention of or in conflict with the articles, by-laws or resolutions of the directors or members of Vendor or of the provisions of any Agreement to which Vendor is a party or by which. any of its property may be bound or of any statute, regulation, bylaw,

ordinance or other law, or of any judgment, decree, award, ruling or order to which Vendor or any of its property may be subject;

(c) there is no claim, demand, suit, action, cause of action, dispute, proceeding, litigation, investigation, grievance, arbitration, order or direction of any administrative body, governmental proceeding or other proceeding, including appeals and application for review, in progress against, by or relating to Vendor,

which could adversely affect Vendor's power, capacity, legal right and authority to execute and perform this Agreement;

(d) Vendor has obtained all necessary rights and waivers from those persons involved in creation of the Vendor's Standard Software to enable the Vendor to transfer any right or interest of such Persons in or to the User-specific Software described in **Schedule B** to Purchaser so that Purchaser may commercially exploit the User-Specific Software without intellectual or industrial property claims or any other claims arising from or through such persons;

(e) the complete list of persons involved in the creation of the Vendor's Standard Software is attached as **Schedule C** and intellectual property waivers in the form of **Schedule D** have been obtained from those Persons and their employers if applicable; and

(f) No part of, use of or distribution of the Vendor's Standard Software will infringe any patent, copyright, trade secret or other proprietary right of another person.

***ARTICLE 6 – SURVIVAL OF REPRESENTATIONS AND WARRANTIES***

The covenants representations and warranties of the Vendor contained in this Agreement and contained in any certificate given pursuant hereto shall survive the Closing and, notwithstanding such Closing, or any

investigation made by or on behalf of the Purchaser, shall continue in full force and effect for the benefit of Purchaser for a period of five (5) years subsequent to the Closing Date provided, however, that any such representations and warranties which are fraudulently made shall survive the Closing and shall continue in full force and effect indefinitely.

***ARTICLE 7 – INDEMNIFICATION***

**7.1** Vendor hereby agrees to indemnify and save Purchaser harmless from and against any claims, demands, actions, causes of action, damage, loss, deficiency, cost, liability and expense which may be made or brought against Purchaser or which Purchaser may suffer or incur as a result of, in respect of or arising out of:

(a) any non-performance or non-fulfillment of any covenant or agreement on the part of the Vendor contained in this Agreement or in any document-given in order to carry out the transactions contemplated hereby;

(b) any misrepresentation, inaccuracy, incorrectness or breach of any representation or warranty made by the vendor contained in this Agreement or contained in any document or certificate given in order to carry out the transactions contemplated hereby; and

(c) all costs and expenses including, without limitation, legal fees on a solicitor and client basis, incidental to or in respect of the foregoing.

***ARTICLE 8 – FURTHER ASSURANCE***

Vendor hereby covenants and agrees that at any time and from time to time after Closing it will, upon the request of the others, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances and assurances as may be required for the better carrying out and performance of all the terms of this Agreement.

***ARTICLE 9 - REMEDIES CUMULATIVE***

The rights and remedies of the parties under this Agreement are cumulative and in addition to and not in substitution for any rights or remedies provided by law. Any single or partial exercise by any party hereto of any right or remedy for default or breach of any term, covenant or condition of this Agreement does not waive, alter, affect or prejudice any other right or remedy to which such party may be lawfully entitled for the same default or breach.

***ARTICLE 1O - TRANSFERABILITY***

This Agreement shall be binding upon and shall ensure to the benefit of any corporation or other legal entity with which Vendor or Purchaser may be merged or consolidated, or to the benefit of the assignee of the assets of either Party to which this Agreement relates. This Agreement is assignable by Purchaser without the prior written consent of Vendor.

***ARTICLE 11 – DISCLAIMER OF AGENCY***

This Agreement shall not constitute either Party the legal representative, employee, partner, joint venture or agent of the other, nor shall either Party have the right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied, against, or in the name of or on behalf of the other Party.

***ARTICLE 12 – NOTICES***

Any and all written notices, communications and deliveries between the parties hereto with reference to this Agreement shall be sufficiently made five (5) days after the date of e-mailing to the respective address, subject to change upon written notice, of the other party as follows:

ln the case of Vendor:

ln the case of Purchaser:

***ARTICLE 13 – APPLICABLE LAW AND ARBITRATION***

13.1 The validity and performance of this Agreement shall be governed by the laws of Finland.

13.2 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The seat of arbitration shall be Helsinki. The language of the arbitration shall be English. The award will be final and binding on the Parties.

***ARTICLE 14 - EFFECT OF HEADINGS***

The Article headings appearing in this Agreement are for convenience only and are not to be used to interpret this Agreement.

***ARTICLE 15 - INTEGRATION***

This Agreement sets forth the complete and exclusive statement of the understanding between the parties relating to the subject matter contained herein, and merges all prior discussions and communications between them. Neither Party shall be bound by any definition, condition, warranty or representation other than as expressly set forth in this Agreement, or as subsequently set forth in writing signed by the party to be bound thereby.

**IN WITNESS WHEREOF** the Parties hereto have as of the Effective Date duty executed this Agreement, including **Schedules A, B, C and D**, which are incorporated herein and made a part hereof, in duplicate, by their respective duly authorized officers to be effective as of the Effective Date.

**VENDOR PURCHASER**

**By: By:**

**Title: Title:**

**Date: Date:**

**Schedule A - Listing of the Computer Programs making up the Vendor's Standard Software.**

**====**

**Schedule B - Listing of the Computer Programs making up the User-Specific Software.**

**====**

**Schedule C - Listing of the Developers involved in Creating the Vendor's Standard software and their Employment status during that involvement.**

**====**

**Schedule D - lntellectual Property Assignment and Waiver forms from the Developers involved in creating the Vendor's standard Software and the Employers (if applicable).**

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