# LICENSE AGREEMENT- media content (neutraali)

# Sopimuspohja on tehty neutraalista näkökulmas­ta tilanteeseen, jossa yrityksellä on laajaa julkaisutoimintaa ja mediasisältöä ja se antaa sopijakumppaniyritykselle lisenssioikeuden yksinoikeudella käyttää ja jaella tätä materiaalia sopijakumppanin nettisivustoilla korvausta vastaan. Lisäksi sopijapuolet sopivat tässä järjestelyssä on-line markkinointitoiminnan yhteistyöstä.

**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 – July 15, 20\_\_*

**LICENSE AGREEMENT**

This Agreement is entered into between Yhtiö Oy, a Finnish corporation with offices at Pääkatu 1, Helsinki, Finland

(“**Yhtiö**”) and Netti Oy, a Finnish corporation with offices at Sivukatu 2, Helsinki, Finland, (“**Netti.com**”).

YHTIÖ publishes several publications. Netti.com desires to acquire the exclusive worldwide rights to distribute the content of certain YHTIÖ publications electronically and/or digitally.

**THEREFORE**, the parties agree as follows:

**ARTICLE 1 - DEFINITIONS**

As used herein the following terms shall have the following definition:

'AGREEMENT YEAR' means each twelve-month period during the Term commencing on January 1.

'AFFILIATE' means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with the first Person. For the purposes of this Agreement, 'CONTROL,' when used with respect to any Person, means the possession, directly or indirectly, of the power to (a) vote 10% or more of the securities having ordinary voting power for the election of directors (or comparable positions) of such Person or (b) direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

'YHTIÖ CONTENT' means the material contained in the current or future YHTIÖ Publications during the Term of this Agreement.

'YHTIÖ CONTENT FEE' means the payment due under Article 3.1.

'YHTIÖ CONTENT LICENSE' means the license with respect to the YHTIÖ Content as set forth in Article 2.1.

'YHTIÖ PUBLICATIONS' means the publications listed in Exhibit A.

'CONTENT LICENSES' means the licenses granted pursuant to Article 2.1.

'ELECTRONIC PUBLICATION' or 'ELECTRONIC PUBLISHING' means all forms of publications or publishing in digital or electronic media, whether now in existence or in the future developed, including, without limitation, publication or publishing on the Internet, worldwide web or any other digital or electronic network accessible by the public and excluding all non-electronic or non-digital media (such as, without limitation, print, television, audio tape and radio).

'LICENSED CONTENT' means all YHTIÖ Content.

'LICENSED URLS' means the URLs listed in Exhibit A.

'PERSON' means an individual, corporation, partnership, limited liability company, association, joint venture, trust or other entity or organization, including a governmental authority.

'TERM' means the period from January 1, 20\_\_ through December 31, 20\_\_ and, if not terminated by one party in accordance with Article 9.1, for a three-year renewal period.

'TRANSFER' means any sale, assignment, transfer, conveyance and delivery or other disposition.

**ARTICLE 2 - LICENSE**

2.1 YHTIÖ CONTENT LICENSE. YHTIÖ grants to Netti.com an exclusive license to Electronically Publish all YHTIÖ Content throughout the world.

2.2 LIMITATIONS ON LICENSES. Netti.com shall not have the right to change, modify or adapt Licensed Content, other than editing necessary to adapt the Licensed Content for Electronic Publication.

2.3 PRE-EXISTING RIGHTS. The Content Licenses shall be subject to (i) YHTIÖ's existing or prospective agreements with \_\_\_\_\_\_\_\_\_\_\_\_\_, or their respective successors or assigns, which may contain components

relating to the distribution of YHTIÖ Content published through electronic media, (ii) any agreements listed on Schedule 1 attached hereto, and (iii) any retention of rights by third parties.

2.4 SUBLICENSES. In no event may any such sublicense exceed the scope or Term of this Agreement and any sublicense purporting to do so shall be void. Netti.com shall notify YHTIÖ of all sublicenses and shall provide copies thereof to YHTIÖ immediately upon execution.

 2.5 DELIVERY OF CONTENT. All License Content shall be delivered to Netti.com in a mutually agreed format.

2.6 TIMING OF PUBLICATION. YHTIÖ may require that the Licensed Content be Electronically Published simultaneously with print distribution. Netti.com may not Electronically Publish any Licensed Content before print distribution thereof without YHTIÖ's prior consent.

2.7 PROPRIETARY RIGHTS. Netti.com acknowledges and agrees that the Licensed Content and all right, title and interest therein, is and shall remain the exclusive property of YHTIÖ and, except as expressly described in this

Agreement, Netti.com shall have no rights to copy, use, reproduce, display, perform, modify or transfer the Licensed Content, or any derivative works thereof. Netti.com shall not use the Licensed Content for any use other than described herein without the prior written approval of YHTIÖ.

**ARTICLE 3 - PAYMENTS**

3.1 YHTIÖ CONTENT FEES.

Netti.com shall pay the following fees:

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3.2 PAYMENT SCHEDULE. The YHTIÖ Content Fee shall be paid in twelve equal installments on the first day of each month during the Term.

**ARTICLE 4 - LICENSED URLS**

4.1 URL LICENSE. YHTIÖ grants to Netti.com a license to the Licensed URLs.

4.2 OWNERSHIP OF URLS. YHTIÖ shall retain title to all Licensed URLS.

4.3 MAINTENANCE OF LICENSED URLS. Netti.com shall be responsible for maintenance, administration, and registration or other maintenance costs relating to the Licensed URLS.

**ARTICLE 5 - ADVERTISING**

Netti.com shall be the exclusive on-line distributor of YHTIÖ's advertising during the Term. Determination as to which YHTIÖ advertising appears on Netti.com shall be determined by Netti.com. YHTIÖ will, on a non-exclusive basis, establish an international online sales force that will be responsible for selling online advertising and will work with Netti.com toward establishing and meeting revenue goals.

**ARTICLE 6 - YHTIÖ PUBLICATION SITES**

6.1 SITE DEVELOPMENT. Netti.com shall cooperate with YHTIÖ to promptly develop marketing sites corresponding to existing YHTIÖ national and international publications. These sites will contain, among other things, limited editorial content, a table of contents with respect to the relevant publication, and will be updated periodically.

6.2 SITE DESIGN. The sites shall be designed to market and promote the brand of the corresponding publication and to reroute traffic primarily to Netti.com sites.

**ARTICLE 7 - CUSTOMER SERVICE**

Netti.com shall establish a customer service center to field all calls relating to Netti.com sites (including, without limitation, advertising, circulation, fulfillment and subscription billing information).

**ARTICLE 8 - TERM AND TERMINATION**

8.1 TERM. The term of this Agreement commences on January 1, 20\_\_ and shall end, unless sooner terminated on December 31, 20\_\_. This Agreement will automatically be renewed for an additional three-year period, unless one party

gives the other party written notice of termination before July 1, 20\_\_.

8.2 TERMINATION FOR MATERIAL BREACH. Either party may terminate this Agreement upon sixty (60) days written notice if the other party, its officers, directors, partners, employees, agents or contractors, materially breaches any of the terms of this Agreement provided, however, that this Agreement will not terminate if the non-terminating party has cured the breach within the sixty (60)-day period.

8.3 TERMINATION BY YHTIÖ. In addition to various other express rights of YHTIÖ to terminate this Agreement set forth herein, YHTIÖ shall also have the right to terminate this Agreement immediately by written notice to Netti.com if: (i) upon a violation of YHTIÖ's proprietary rights hereunder, or (ii) upon termination of the business of Netti.com.

8.4 EFFECT OF TERMINATION. Upon termination or expiration of this Agreement, Netti.com shall immediately remove all Licensed Content from its sites and immediately deliver to YHTIÖ all fees due to YHTIÖ hereunder. Upon termination or expiration of this Agreement, all rights granted to Netti.com hereunder shall automatically revert to YHTIÖ without further notice.

**ARTICLE 9 - LIMITATION OF LIABILITY**

Each party's entire liability to the other for damages concerning performance or non-performance by either party (except for Netti.com's failure to make any payment owed to YHTIÖ hereunder) or in any way related to the subject matter of this Agreement, and regardless of whether the claim for such damages is based in contract or in tort, shall not exceed one million Euros.

**ARTICLE 10 - NOTICES**

All notices, requests and other communications to any party hereunder will be in writing and will be given to such party at its address set forth in SCHEDULE 1 (which may be changed by such party upon notice in accordance with this Article 10).

**ARTICLE 11 - MISCELLANEOUS**

11.1 AMENDMENTS. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each .party to this Agreement, or in the case of a

waiver, by the party against whom the waiver is to be effective.

11.2 WAIVERS. No failure or delay by any party in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided will be cumulative and not exclusive of any rights or remedies provided by law.

11.3 EXPENSES. Whether or not the transactions contemplated by this Agreement are consummated, except as otherwise expressly provided for herein, the parties will pay or cause to be paid all of their own fees and expenses

incident to this Agreement and in preparing to consummate and consummating the transactions contemplated hereby, including the fees and expenses of any broker, finder, financial advisor or similar person engaged by such party.

11.4 INDEPENDENT CONTRACTOR. The parties agree and acknowledge that the relationship of the parties is in the nature of an independent contractor. This Agreement shall not be deemed to create a partnership or joint venture and

neither party is the other's agent, partner, employee, or representative. Neither party hereto shall have the right to obligate or bind the other party in any manner whatsoever, and nothing herein contained shall give or is intended to

give any rights of any kind to any third persons.

11.5 FORCE MAJEURE. Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed, restricted or prevented by reason of any acts of God, fire, natural disaster, act of government, strikes of labor disputes, inability to provide raw materials, power or supplies, or any other act or condition beyond the reasonable control of the parties provided that such party gives the other party written notice thereof and uses its best efforts to cure the delay. In the event that any act of force majeure prevents

either party from carrying out its obligations under this Agreement for a period of more than six months, the other party may terminate this Agreement without liability upon 30 days written notice.

11.6 SUCCESSORS AND ASSIGNS. The provisions of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided that no party may assign, delegate or otherwise Transfer (including by merger or operation of Law) any of its rights or obligations under this Agreement without the consent of each other party hereto. Notwithstanding the foregoing, YHTIÖ may assign its rights and delegate its obligations under this Agreement to an Affiliate of YHTIÖ without the consent of Netti.com. Any assignment in violation of this Article 11.6 will be void and of no force and effect.

11.7 NO THIRD-PARTY BENEFICIARIES. This Agreement is for the sole benefit of the parties hereto and their permitted successors and assigns and nothing herein expressed or implied will give or be construed to give to any

Person, other than the parties hereto and such permitted successors and assigns any legal or equitable rights hereunder.

11.8 GOVERNING LAW. This Agreement will be governed by, and construed in accordance with, the laws of Finland.

11.9 DISPUTES. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby may be brought in Helsingin käräjäoikeus (City court of Helsinki, Finland).

11.10 PUBLIC ANNOUNCEMENTS. YHTIÖ and Netti.com will consult with each other before issuing, or permitting any agent or Affiliate to issue, any press releases or otherwise making or permitting any agent or Affiliate to make any

public statements with respect to this Agreement and the transactions contemplated hereby.

11.11 COUNTERPARTS. This Agreement may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

11.12 HEADINGS. The headings in this Agreement are for convenience of reference only and will not control or affect the meaning or construction of any provisions hereof.

11.13 ENTIRE AGREEMENT. This Agreement (including the Schedules and Exhibits hereto) constitutes the entire agreement among the parties with respect to the subject matter of this Agreement. This Agreement (including the Schedules and Exhibits hereto) supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter hereof of this Agreement.

11.14 SEVERABILITY. The provisions of this Agreement are severable. If any provision of this Agreement or the application of any such provision to any Person or circumstance is held invalid, illegal or otherwise unenforceable, in any respect by a competent court of jurisdiction, the remainder of the provisions of this Agreement (or the application of such provision in other jurisdictions or to other Persons or circumstances other than those to which it was held invalid, illegal or unenforceable) will in no way be affected, impaired or invalidated, and to the extent permitted by applicable Law, any such provision will be restricted in applicability or reformed to the minimum extent required for such provision to be enforceable. This provision will be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

11.15 INJUNCTIVE RELIEF. The parties acknowledge and agree that any violation of this Agreement will result in irreparable injury to the non-breaching party, the exact amount of which will be difficult to ascertain and the remedies at Law for which will not be reasonable or adequate compensation to the non-breaching party for such a violation. Accordingly, YHTIÖ and Netti.com agree that if either party violates any of the provisions of this Agreement, in addition to any other remedy available at law or in equity, the non-breaching party will be entitled to seek specific performance or injunctive relief without posting a bond, or other security, and without the necessity of proving actual damages.

11.16 NO WAIVER. No action or inaction taken or omitted pursuant to this Agreement will be deemed to constitute a waiver of compliance with any representations, warranties or covenants contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

The parties hereto have caused this Agreement to be duly executed by their respective authorized officers.

**Place and date Place and date**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [\_\_.\_\_.20\_\_] Helsinki [\_\_.\_\_.20\_\_]

**Netti.com Oy YHTIÖ Oy**

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**Mikko Markkinainen, managing director Seppo Softanen, managing director**

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**SCHEDULE 1**

**EXHIBIT A**