**OUTSOURCING SERVICES AGREEMENT**

***- ICT-toimintojen ulkoistamissopimus***

Sopimuspohja tehty neutraalista näkökulmas­ta tilanteeseen, jossa yhtiö ulkoistaa laajalti ICT-toimintojaan toiselle yhtiölle (tässä aluksi neljäksi vuodeksi) ja maksaa palvelusta kuukausittaista palvelumaksua.

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 - January \_\_, 20\_\_*

**OUTSOURCING SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into as of the January 1, 20\_\_ ("Effective Date") by and between the Yhtiö Oy ("Yhtiö"), a Finnish corporation having an office and place of business at Pääkatu 1, 00100 Helsinki and Finnish Business Technology Oy, a Finnish corporation having
an office and place of business at Sivukatu 2, 00100 Helsinki("FBT") and the wholly-owned subsidiaries of FBT listed on the signature pages hereto. ("FBT").

**WHEREAS**, FBT desires to hire Yhtiö to perform outsourced management services and Yhtiö desires to be hired by FBT to perform such services regarding the operational management (the "Services") for the FBT customers using a defined set of FBT data centers listed on Exhibit A (attached hereto and made a part hereof by reference), collectively known as (the "Data Centers") as an independent contractor according to the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the terms and conditions set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1 - SPECIFICATIONS OF WORK**
1.1 The parties agree that the general scope and results of the Services to be completed by Yhtiö shall be developed by FBT and by Yhtiö and consist primarily of the day-to-day management of the Data Centers as more fully described on Exhibit B (attached hereto and made a part hereof by reference).

1.2 All Services shall be performed in a workman like fashion. Unless otherwise requested by FBT, Yhtiö shall prepare and deliver to FBT monthly reports/invoices regarding any Services ongoing or performed during each month of the term of this Agreement.

1.3 FBT agrees that it will not directly or indirectly, during the term of this Agreement, solicit or utilize the services of any other vendor or contractor for the Services to be provided by Yhtiö.

1.4 Optional Services. The parties acknowledge and agree that from time to time during the term of this Agreement there may be additional services required by the FBT. The specifications and pricing of these services will be mutually agreed upon and confirmed via written instrument (i.e. Statement of Work) which is signed by an authorized representative of each party before such services are delivered. The parties acknowledge and agree that such written instrument shall
be subject to the terms and conditions of this Agreement unless specific modifications to this Agreement are made to the contrary in such Statement of Work.

1.5 Beginning on the Effective Date if a FBT customer desires to renew its agreement with FBT without adding new or additional services and/or products ("Renewal Contract"), Yhtiö shall act as the exclusive reseller for FBT for such renewal of existing FBT customer contracts ("Agent Services").

1.6 Yhtiö shall have the exclusive right to sell Yhtiö applications and other management services to FBT Data Center customers.

**ARTICLE 2 - FEES**

2.1 Consideration. In consideration of furnishing the Services, described herein, FBT shall pay to Yhtiö the monthly fee for the Services as set forth on Exhibit B ("Monthly Service Fee").

2.2 Payment. All Monthly Service Fees shall be payable within thirty (30) days of receipt of invoice. All Monthly Service Fees not paid within thirty (30) days shall be subject to a monthly service charge of 1.5% of the unpaid balance.

2.3 Adjustments and Fee Calculation. The Monthly Service Fees is based on Yhtiö's actual costs for providing the Services and includes a predetermined margin of thirty percent (30%) which shall be adjusted according to the Margin Plan (as defined below).

Within forty-five (45) days of the Effective Date the parties shall mutually agree on a sliding scale mechanism under which the thirty percent (30%) predetermined margin set forth above shall be adjusted upward or downward based on utilization rates (as well as other factors which may be agreed to by the parties) which actually are occurring in the Data Centers (the "Margin Plan"). The Margin Plan shall be amended quarterly as necessary and included in the Budget (as defined below). Yhtiö's actual costs for providing the Services shall be calculated monthly and the Monthly Service Fees adjusted up or down accordingly. Adjustments will be reflected in the next monthly
invoice for Services.

Yhtiö shall prepare a budget quarterly ( the "Budget") including the resources, costs and other expenses it expects to incur in providing the Services for the upcoming quarter. FBT shall review and promptly approve the Budget in the event there are any disputes regarding the Budget, the parties shall meet and in good faith negotiate a reconciliation of the Budget.

2.4 Each party shall maintain records of all activities subject to revenues, payments, fees, commissions and costs pursuant to this Agreement. Each party shall permit a reputable independent certified public accounting firm designated by the other party to have access, at a mutually agreed upon time during normal business hours, to the records and books of account which relate solely to this Agreement for the purpose of determining whether the appropriate
fees and commissions have been paid. Such audits may not be required more often than once every year; provided, however, that either party may audit the other within six (6) months of any audit in which a discrepancy of five percent (5%) or greater is discovered. If a discrepancy is discovered, the party in whose favor the error was made will promptly pay the amount of the error to the other.

The party requesting the audit will pay the cost of the audit, provided, that if a discrepancy is discovered of five percent (5%) or greater in favor of the party requesting the audit, then the audited party will be required to pay the reasonable costs of the audit.

**ARTICLE 3 -  LIMITATION OF LIABILITY**
3.1 Limitation of Remedies. Yhtiö's and FBT's entire liability and exclusive remedy in any cause of action based on contract, tort or otherwise in connection with any Services furnished pursuant to this Agreement including its Exhibits shall be limited to the total fees paid by FBT to Yhtiö. No action, regardless of form , arising out of this Agreement may be brought by either party more than one (1) year after the occurrence of the event giving rise to such cause of action.

3.2 EXCEPT WITH RESPECT TO AMOUNTS PAYABLE ARISING OUT OF CLAIMS BASED UPON WILLFUL, MALICIOUS OR GROSSLY NEGLIGENT CONDUCT OF THE LIABLE PARTY, NEITHER YHTIÖ NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THE SERVICES SHALL IN ANY EVENT WHATSOEVER BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE OR
INCIDENTAL DAMAGES IN EXCESS OF THE TOTAL PRICE PAID BY FBT TO YHTIÖ
(INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES EVEN IF FBT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**ARTICLE 4 -  PROPRIETARY INFORMATION**4.1 For purposes of this Agreement, the term "Proprietary Information" shall mean all of the information, data and software furnished by one party to the other, whether in oral, written, graphic or machine-readable form, which may include but not be limited to, code, software tool specifications, functions and features, integration and shared data block specifications, financial
statements, corporate and stock information, file layouts, marketing strategies, business, product or acquisition plans, current business relationships or strategies and customer lists. "Proprietary Information" shall not include information which: (a) is or becomes available to the general public through no fault of either party; (b) is independently developed by non-disclosing party; (c) is rightfully received by the non-disclosing party from a third party without a duty of confidentiality; or (d) is required to be disclosed by court order or operation of law. Before disclosing any Proprietary Information under court order or operation of law, the non-disclosing party shall provide the
disclosing party reasonable notice and the opportunity to object to or limit such disclosure.

4.2 Each party acknowledges that, in and as a result of visit(s) to the other party's facilities and/or discussions with a party's officers and employees, a party shall or may be making use of or acquiring Proprietary Information. As a material inducement to disclose such Proprietary Information, each party covenants and agrees that it shall not, except with the prior written consent of the other party, at any time directly by itself or indirectly through any agent or employee: (i) copy, modify, disclose, divulge, reveal, report, publish or transfer to any person or entity, for any purpose whatsoever, any Proprietary Information or (ii) use Proprietary Information for any purpose other than in connection with the consummation of the proposed transactions.
Failure to mark any of the Proprietary Information as confidential, protected or Proprietary Information shall not affect its status as part of the Proprietary Information under the terms of this Agreement.

4.3 Each party covenants and agrees that all right, title and interest in any Proprietary Information shall be and shall remain the exclusive property of the disclosing party.

**ARTICLE 5 - RETURN OF MATERIALS**

Upon termination of the activities for FBT or the termination of this Agreement, each party will promptly deliver to the other all copies and embodiments, in whatever form, of Proprietary Information and all other materials containing any Proprietary Information, which is in such party's
possession or control, no matter where such material is located.

**ARTICLE 6 -   OWNERSHIP RIGHTS**

Except as expressly set forth on any Statement of Work, all right, title and interest in and to all products, services and materials provided to FBT by Yhtiö under this Agreement shall be and remain the property of Yhtiö exclusively. FBT shall have no right, title or interest in or to any products, services or materials except as expressly set forth in this Agreement. Yhtiö retains shall retain all rights and title to any and all capital improvements and intellectual property it utilizes or contributes to the Data Centers or as part of the Services.

**ARTICLE 7 - TERM AND TERMINATION**7.1 This Agreement shall commence on the Effective Date and continue in full force and effect for four (4) years and the term of this Agreement may, upon mutual agreement by the parties, be extended for additional one (1) year periods, unless terminated as provided herein.

7.2 If either party (the "Defaulting Party") materially defaults in the performance of its obligations under this Agreement, and if such default is not cured within ninety (90) days after written notice is given to the Defaulting Party specifying the default, then the other party (the "Aggrieved Party") may, by giving written notice to the Defaulting Party, terminate this Agreement as of the date specified in the notice of termination.

7.3 Each party, insofar as it becomes a Defaulting Party, agrees that, upon receipt of any notice of default, it will immediately commence all commercially reasonable efforts to cure the specified default and to commit the resources necessary at the Defaulting Party's expense, to accomplish such cure as promptly as is reasonably possible.

7.4 Upon any termination of this Agreement, Yhtiö will assist and comply with FBT's reasonable directions to cause the orderly transition and migration of the Services to FBT or a third party contractor to whom FBT chooses to transfer the Services.

**ARTICLE 8 - EMPLOYEES**

Yhtiö may, but shall not be obligated to hire as employees of Yhtiö the current FBT employees listed in Exhibit C. As part of the Services, regardless of whether such employees are hired by Yhtiö, as of the Effective Date, Yhtiö shall have management control of such employees, but unless hired by Yhtiö FBT shall remain the employee's employer for all purposes, including, but not limited to payroll, taxes, insurance and benefits. FBT agrees to reasonably assist Yhtiö in the hiring of any of the employees pursuant to this Article.

**ARTICLE 9 - TAXES**

Yhtiö shall be paid its compensation without any deductions made whatsoever for state or federal taxes of any kind. Yhtiö agrees to pay all applicable federal and/or state taxes and all local excise, sales, use, or other taxes which arise as a result of the services performed by Yhtiö or any
employee of Yhtiö under this Agreement.

**ARTICLE 10 - INDEPENDENT CONTRACTOR STATUS**

It is expressly agreed and understood between FBT and Yhtiö that Yhtiö (and any person employed by Yhtiö) is performing the Services, Agent Services hereunder as an independent contractor and is neither the employee nor the agent of or on behalf of FBT.

**ARTICLE 11 - NO WAIVER OR MODIFICATION**

This Agreement may not be changed or terminated unilaterally and no change, termination or attempted waiver or any of the provisions hereof shall be binding unless in writing and signed by both parties.

**ARTICLE 12 - CONTINUATION**

Neither party shall sell, transfer, assign or subcontract any right or obligation hereunder without the prior written consent of the other party. Any act in derogation of the foregoing shall be null and void.

**ARTICLE 13 - SEVERABILITY**

Should any provision hereof be deemed, for any reason whatsoever, to be invalid or inoperative, such provision shall be deemed severable and shall not affect the force and validity of other provisions of this Agreement.

**ARTICLE 14 - GOVERNING LAW AND EXCLUSIVE JURISDICTION**

This Agreement shall be construed and interpreted in accordance with and be governed by the laws of Finland.

**ARTICLE 15 - FORCE MAJEURE**

Neither Yhtiö nor FBT shall be held responsible for any delay or failure in performance under this Agreement arising out of causes beyond its control, or without its fault or negligence. Such causes may include, but are not limited to, fires, terrorist acts, strikes, embargoes, shortages or supplies of raw materials, or components or finished goods, acts of God, acts of regulatory agencies or national disasters.

**ARTICLE 16 -  COUNTERPARTS**

This Agreement many be executed in any number of counterparts.

**ARTICLE 17 -  ENTIRE AGREEMENT**

The provisions herein constitute the entire agreement between the parties and supersede all prior agreements, oral or written, and all other communications between the parties, including any and all supplier or distribution agreements. No term or condition contained in any document provided
by one party to the other party pursuant to this Agreement shall be deemed to amend, modify, or supersede or take precedence over the terms and conditions contained herein.

**ARTICLE 18 - INSURANCE**

Yhtiö will place FBT and all affiliates designated by FBT which are primarily related to the Data Centers under Yhtiö's umbrella insurance plan.

**ARTICLE 19 - RIGHT OF FIRST REFUSAL**

In the event FBT desires to sell any of the Data Centers or its collocation business to a third party, FBT shall deliver a written notice to Yhtiö stating the price, terms, and conditions of the proposed sale and the identity of the proposed transferee (a "Sale Notice"). Within a reasonable time period not to exceed fourteen (14) days after receipt of a Sale Notice by Yhtiö, Yhtiö shall have the right, but not the obligation to purchase such Data Center or its collocation business so offered at the price and on the terms and conditions stated in the Sale Notice.

**ARTICLE 20 - COMPLIANCE**

FBT represents and warrants to Yhtiö that as of the Effective Date the operations of the Data Centers and the provision of services to its customers is compliant with: (a) FBT service level agreements with its Data Center customers; (b) its vendor contracts; (c) the operating lease and real estate covenants for each Data Center; and (c) laws and municipal regulations and/or filing requirements related to the Data Centers.

**ARTICLE 21 - ASSIGNMENT/CHANGE OF CONTROL**

Neither party may, without the prior written consent of the other party, assign this Agreement, in whole or in part, either voluntarily or by operation of law, and any attempt to assign this Agreement in violation of this Section shall be a default of the Agreement pursuant to Article 7.2 above and such assignment shall be null and void. In the event the majority owner of a party becomes less than a 50% owner and/or the majority owner's equity position drops below 35% of said party such events shall be deemed assignments for purposes hereof ("Change of Control Events"). An owner of a party which has a Change of Control Event shall have thirty (30) days from the date of the Change of Control Event to declare such event an assignment, or such event is waived as an assignment.

**IN WITNESS WHEREOF**, the parties acknowledge that each has fully read and understood this Agreement, and, intending to be legally bound thereby, executed this Agreement on the date set forth above.

**FINNISH BUSINESS TECHNOLOGY OY                   YHTIÖ OY

Signature                                     Signature**

**--------------------------                    -------------------------**

**Name                                          Name**

**------------------------------- --------------------------**

**Title                                         Title**

**------------------------------- ---------------------------**

Exhibit A
**FBT Data Centers**
Data Centers:

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Exhibit B

**1. Yhtiö Responsibilities**
1.1 Yhtiö to provide the operational management services and support for the Data Centers including, but not limited to:

1.1.1 Back-office support: customer billing; customer collections; financial
reporting and analytical support; certain insurance coverages

1.1.2 Vendor management: negotiating vendor contracts; making vendor and
operating and real estate lease payments; provisioning certain vendor services.

1.1.3 Sales and customer support: providing customer support; executing new
sales and renewals or FBT services; reselling FBT services bundled with other
services and products to New Customers.

1.1.4 Technical operations: facility management; security services; on-going facilities maintenance and repair as required by FBT but not its landlord's.

1.1.5 Strategic functions: strategy planning, capital investment advice, business and corporate development advice.

**2. Service Levels:**
Yhtiö shall perform the Services, Agent Services and Reseller Services in a
manner that is compliant with:

(a) FBT service level agreements with its Data Center customers;

(b) vendor contracts;

(c) operating lease and real estate covenants for each Data Center;

(d) laws and municipal regulations and/or filing requirements related to the Data Centers.

**3. Payment**
On the first day of each month beginning on the Effective Date, FBT shall pay Yhtiö a Monthly Service Fee of **EUR \_\_\_\_\_\_\_\_\_\_\_** subject to the adjustments pursuant to Article 2.3 in the Agreement.

**4. Banking**
The parties agree that regarding the collection and deposit of money from customers Yhtiö shall maintain a separate FBT bank account and act only as an ndependent contractor on behalf of FBT.

Exhibit C

                                    **Employees**

1.  xxxxxxxxxx
2.  yyyyyyyyyy
3.  zzzzzzzzzz
4.  ööööööööö
5.  ååååååååå