**GAME LICENSING AGREEMENT (CONTENT AND TRADEMARKS)**

***- lisenssinsaajan näkökulmasta***

Sopimuspohja tehty lisenssinsaajan näkökulmasta tilanteeseen, jossa lisenssinsaaja (peliyhtiö) hankkii toiselta yritykseltä lisenssin kiinnostavaan ja kaupallisesti arvokkaaseen sisältöön ja tavaramerkkeihin. Lisenssinsaajana peliyhtiöllä on tässä maailmanlaajuiset oikeudet hyödyntää lisenssiään. Lisenssi on määräaikainen ja siitä maksetaan myynnin mukaisia royalty-maksuja lisenssinantajalle.

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\_\_***

**GAME LICENSING AGREEMENT (CONTENT AND TRADEMARKS)**

AGREEMENT made as of \_\_.\_\_20\_\_ between Tuotantoyhtiö Oy ("Licensor"), a Finnish corporation, with offices at Pääkatu 1, Helsinki, Finland and Pelifirma Oy ("Licensee"), a Finnish corporation with offices at Sivukatu 2, Helsinki, Finland.

Licensor and Licensee agree as follows:

**ARTICLE 1 - DEFINITIONS**

1.1 Licensed Property

(i) Trademark(s) and logo (Exhibit A)

(ii) YHTIÖ Content provided by Licensor

1.2 Products. Interactive games based on extreme sports, appropriate for all ages on the following platforms (for purposes of this Agreement platform shall mean the hardware equipment on which Products can be played):

(i) Mobile:

(ii) Console:

(iii) Personal Computer:

**ARTICLE 2 - LICENSE GRANTED**

Licensor hereby grants to Licensee a non-exclusive, non-transferable and non-assignable sub-license (the "License") to use the Licensed Property for the manufacture, advertising, promotion and sale (collectively "Sale") of the Products solely through the Channels of Distribution (defined in Article 4) within the Territory (defined in Article 5) and only during the Term.

**ARTICLE 3 - DEVELOPMENT AND DISTRIBUTION OF PRODUCTS**

3.1 Licensee represents and warrants that it is an official licensee of the following manufacturers: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and of the platforms currently manufactured listed in Article 1. Licensee will use its best efforts to reach agreements with Platform manufacturers so that the Products will be included on the following Platforms: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

3.2 Licensee shall notify Licensor of the initial Product upon execution of this Agreement. Licensee shall then develop the initial Product and execute the retail launch of the initial Product in accordance with (or if possible, more quickly than) the schedule set forth on Exhibit B attached to this Agreement. Additional Products shall be developed and launched in accordance with such schedules as Licensee and Licensor may agree.

**ARTICLE 4 - CHANNELS OF DISTRIBUTION**

Licensee may sell the Products through all retail channels of trade, including Original Equipment Manufacturers ("OEM's") as defined below (collectively, "Channels of Distribution"). "OEM" shall mean a person, firm or entity commonly known as an "original equipment manufacturer" which typically sells integrated hardware and software to end users.

**ARTICLE 5 - TERRITORY**

Worldwide (the "Territory").

**ARTICLE 6 - LANGUAGE**

Any and all languages spoken in the Territory.

**ARTICLE 7- TERM**

7.0 Six (6) years.

7.1 The "Term" of this Agreement and the License granted hereunder shall commence January 1, 20\_\_ and continue until December 31, 20\_\_ .

7.2 Licensee shall have the right to port any previously released Product onto any of the approved Platforms for a period of no more than twenty-four (24) months ("Sell-Off Period") following expiration or termination of this Agreement unless the Agreement has been terminated as a result of a breach by Licensee.

**ARTICLE 8 - ROYALTIES**

8.1 Royalties. Licensee shall pay Licensor a royalty ("Royalty") based upon the Gross Wholesale Price (as defined below) for all Products sold as follows:

(i) Mobile: \_\_\_\_ percent (\_\_%) on all Products sold;

(ii) Consoles: On cumulative sales of all Products sold, [\_\_\_\_\_] up to the first [\_\_\_]; [\_\_\_] from [\_\_\_\_] to [\_\_\_\_]; and [\_\_\_\_] thereafter;

(iii) Personal Computers: [\_\_\_\_] on all Products sold;

8.2 "Gross Wholesale Price" shall mean Licensee's invoiced billing prices to its customers or distributors less actual discounts and actual returns.

8.3 All Royalties due to Licensor shall accrue upon the sale of the Products. A Product shall be considered "sold" hereunder as of the date on which such Product is paid for.

8.4 All payments to be made to Licensor by Licensee hereunder shall be payable in Euros.

**ARTICLE 9 - STATEMENTS AND PAYMENTS**

9.1 Licensee shall furnish to Licensor within sixty (60) days after the end of each calendar quarter (the "Royalty Period") true and complete statements itemizing the sale of the Products.

9.2 Licensor shall at its own expense, but not more than once in any twelve (12) month period, use the services of an independent certified public accountant acceptable to Licensee and examine the sales accounts of the Licensee at the premises of the Licensee.

**ARTICLE 10 - RIGHT OF FIRST OFFER**

10.1 Licensee shall have the right of first offer to create and distribute Products using the Licensed Property during the Term of this Agreement.

10.2 If at any time during the Term, Licensor wishes to develop or explore the development of a product not included in Article 1 above ("New Product"), Licensor shall give Licensee written notice of its intentions. If Licensee is interested in being the developer of the New Product, Licensee shall

inform Licensor of its interest in writing, within ten (10) business days of receipt of Licensor's inquiry. The parties shall then negotiate in good faith for ninety (90) days to arrive at mutually agreeable terms and conditions for development of the New Product.

**ARTICLE 11 - ADVERTISING, MARKETING REQUIREMENTS**

Licensee agrees to spend reasonable amount of money during the Term on advertising in the media chosen by the Licensee.

**ARTICLE 12 - MARKETING PLAN**

Licensee shall prepare a brief annual marketing plan for the succeeding calendar year to present to and discuss with Licensor.

**ARTICLE 13 - LEGAL NOTICE**

Until such time as Licensor otherwise notifies Licensee, notices shall be in the following form:

*Yhtiö* is a registered trademark of Yhtiö Oy. Used Under License.

**ARTICLE 14 - NOTICES**

All notices to be given under this Agreement shall be in writing and shall be delivered to the party to whom the notice is given (i) by hand or courier, (ii) by e-mail advised by prior notice in writing to the other party from time to time.

If to Licensor:

If to Licensee:

**ARTICLE 15 – USE OF TRADEMARK**

The Trademark shall be displayed or used only in such form and in such manner as has been approved by Licensor.

**ARTICLE 16 - INDEMNIFICATION BY LICENSOR**

Licensor shall indemnify, defend and hold harmless Licensee and its affiliates and their respective officers, directors, employees, agents, and representatives from and against any loss, liability, damages, cost, claim, penalty, interest or expense (including attorneys' fees and costs) arising out

of or relating to or in connection with any claims or suits which may be brought or made against Licensee: (i) by reason of a breach, or allegation which if true would constitute a breach, by Licensor of the covenants or representations and warranties set forth in this Agreement, or (ii) based solely on the use of the Licensed Property by the Licensee as authorized in this Agreement only for each

country of the Territory in which Licensor has secured trademark registrations in the Trademark for the Product provided that Licensee shall give prompt written notice, and full cooperation and assistance to Licensor relative to any such claim or suit and provided, further, that Licensor shall have the option to undertake and conduct the defense of any suit so brought. Licensee shall not,

however, be entitled to recover for lost profits or consequential damages. Licensee shall cooperate fully in all respects with Licensor in the conduct and defense of said suit and/or proceedings related

thereto.

**ARTICLE 17 - REPRESENTATIONS AND WARRANTIES OF LICENSOR**

Licensor represents and warrants to Licensee that:

17.1 It is authorized to license the Trademark for use in connection with the Products in the Territory;

17.2 Licensor is the owner of the Trademark and has registered the Trademark for \_\_\_\_\_\_\_\_\_ in \_\_\_\_\_\_\_\_\_.

17.3 Licensor is the owner of any *Yhtiö* Content provided to Licensee for incorporation into the Products and such *Yhtiö* Content does not infringe upon or violate the rights of any third party; and

17.4 The entering into of this Agreement by Licensor does not violate any agreement, rights or obligations of any person or entity.

**ARTICLE 18 – THIRD PARTY MANUFACTURING**

Licensee may have the Products manufactured by a third party.

**ARTICLE 19 – EARLY TERMINATION**

19.1 Licensor shall have the right to terminate this Agreement without prejudice to any rights which it may have, whether pursuant to the provisions of this Agreement, or in law, equity, or otherwise, upon the occurrence of the following event: Licensee shall be unable to pay its debts when due.

19.2 Licensee may terminate this Agreement if Licensor breaches any of its material obligations, covenants or representations under this Agreement.

**ARTICLE 20 -** **CONFIDENTIALITY**

20.1 If either party shall provide any information that is proprietary to its business and is identified as "confidential" or "proprietary" thereon, the recipient of the information agrees not to disclose to any third-party, except its employees or agents who have a need to know, any such proprietary or

confidential information received from the other. The foregoing confidentiality agreement shall not apply to (i) information that is substantially known to the receiving party or the public at the time of disclosure; (ii) information that becomes known to the public (other than through wrongful act of the receiving party) subsequent to the time of disclosure; (iii) information that is developed independently by the receiving party without reference to the confidential information; or (iv) information that the receiving party is required by law to disclose. Upon request, the receiving party shall return to the disclosing party all confidential or proprietary information received by such party (including all material developed or prepared by the receiving party based on such confidential or proprietary information).

20.2 During the Term and the sell-off period (if any), Licensor shall not offer or attempt to offer any employee or consultant of Licensee to accept employment with Licensor.

**ARTICLE 21 - AMENDMENTS**

This Agreement may be amended only in a writing signed by each of the parties. Any provision of this Agreement may be waived by the party entitled to the benefit thereof only in a writing executed by the party against whom such waiver is sought to be enforced. No waiver shall be deemed a waiver of any other provision of this Agreement, and no waiver of a breach hereunder shall be deemed a waiver of any other or subsequent breach of this Agreement. All of Licensor's rights and remedies hereunder or at law or in equity shall be cumulative and resort to one shall not be construed as a waiver of any other.

**ARTICLE 22 - CAPTIONS**

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**ARTICLE 23 - COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. This Agreement shall become effective when one or more such counterparts have been signed by each party and delivered to the other party.

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**ARTICLE 24 - ENTIRE AGREEMENT**

This Agreement contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

**ARTICLE 25 - GOVERNING LAW AND DISPUTES**

25.1 This Agreement shall be governed by the laws of Finland.

25.2 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).

**ARTICLE 26 - SEVERABILITY**

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any court of competent jurisdiction, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the

original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

**ARTICLE 27 - SURVIVAL OF RIGHTS**

Notwithstanding anything to the contrary contained herein, any obligations which remain executory after expiration of the Term of this Agreement shall remain in full force and effect until discharged by

performance and such rights as pertain thereto shall remain in full force until their expiration.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**YHTIÖ OY**

**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PELIFIRMA OY**

**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**EXHIBIT A**

TRADEMARKS - LOGOS

**EXHIBIT B**

PRODUCT DEVELOPMENT & LAUNCH SCHEDULE:

Alpha Stage complete

Package Development Complete

Beta Stage complete

Final product

Ship Product