**ASSET PURCHASE AGREEMENT**

***- software-teknologian ostosopimus ostajan näkökulmasta***

Sopimuspohja tehty ostajan näkökulmas­ta tilanteeseen, jossa ICT-firma ostaa toiselta alan yritykseltä laajan ohjelmistoliiketoimintakokonaisuuden ja liittää sen omaan teknologiaansa ja liiketoimintaansa. Lisäksi tässä sopimuspohjassa sopijapuolet solmivat kauppaa täydentävät erilliset konsultti-, ylläpito- ja jälleenmyyntisopimukset.

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\_\_***

**ASSET PURCHASE AGREEMENT**

This Asset Purchase Agreement (this "Agreement") is entered into and effective as of June 24, 20\_\_ (the "Execution Date"), by and between

YHTIÖ Oy, a Finnish corporation with a place of business at Pääkatu 1 A, FI00100 Helsinki, Finland **("YHTIÖ"),** and

ICT-FIRMA AB, a Swedish corporation with a place of business at Huvudgatan 2 B, 12345 Stockholm, Sweden **("ICT-FIRMA**").

**ARTICLE 1 - STATEMENT OF PURPOSE**

1.1 YHTIÖ desires to sell to ICT-FIRMA, and ICT-FIRMA desires to purchase from YHTIÖ, the Assets;

1.2 ICT-FIRMA desires to acquire the Software technology currently owned and being developed by YHTIÖ for further development by ICT-FIRMA to render the Software technology suitable for sale to ICT-FIRMA customers, with the purpose of the acquisition being the transfer of the Software technology, and the transfer of tangible property (such as Inventory, Documentation, and Physical Assets) being merely incidental;

1.3 Simultaneously with the consummation of the transactions contemplated hereby, YHTIÖ and ICT-FIRMA each desire to enter into the Distribution Agreement and the Consulting Agreement in connection with such sale; and

1.4 NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants, agreements and conditions set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ICT-FIRMA and YHTIÖ, intending to be legally bound, hereby agree as follows:

**ARTICLE 2 - DEFINITIONS**

2.1 "ACCOUNTS RECEIVABLE" means all accounts receivable of YHTIÖ relating to the conduct and operation of its business as of the Closing Date and all rights of YHTIÖ to payment for goods or services rendered by YHTIÖ on or prior to the Closing Date; provided, however, that the term "Accounts Receivable" shall not include any amounts that have not yet been billed by YHTIÖ to a customer as of the Closing Date pertaining to the sale, distribution, license, support or maintenance of, or the provision of consulting services with respect to, the Software.

2.2 "AFFILIATE" means, with respect to any Person, any other Person directly or indirectly Controlling, Controlled by, or under common Control with such first Person.

2.3 "ASSETS" means and includes the following:

2.3.1 A copy of the Source Code and a copy of the Object Code (in all existing forms in YHTIÖ's possession) for any and all existing versions of the Software for any operating system, including any and all foreign language versions of the same, whether now in existence or in the development stage, whether recorded on paper, magnetic media or other electronic device;

2.3.2 the Inventory and the Documentation;

2.3.3 the Assumed Contracts;

2.3.4 the Physical Assets and the User List;

2.3.5 the Proprietary Rights;

2.3.6 all goodwill associated with the Assets; and

2.3.7 all of YHTIÖ's rights under manufacturers' and vendors' warranties relating to items included in the Physical Assets

and all similar rights against third parties relating to items included in the Assets to the extent contractually assignable.

2.4 "ASSUMED CONTRACTS" means all Customer Agreements, service agreements, independent contractor agreements and other agreements (including all material related documentation) between YHTIÖ and any third party to the extent pertaining to the Software (other than any such agreements pertaining to Embedded Software Agreements) and which are either (a) assignable by YHTIÖ to ICT-FIRMA as of the Closing Date or (b) assignable by YHTIÖ to ICT-FIRMA after the Closing Date. All such contracts which are assignable by YHTIÖ to ICT-FIRMA as of the Closing Date are set forth on Schedule 2.4 attached hereto and made a part hereof.

2.5 "ICT-FIRMA GROUP" means ICT-FIRMA and its officers, directors, shareholders, Affiliates and agents.

2.6 "BINARY CODE" means Computer Program code that loads and executes without further processing by a software compiler or linker, or that results when Source Code is processed by a software compiler.

2.7 "CHANGE OF CONTROL" means, with respect to any Person, such Person either:

2.7.1 becomes a Subsidiary of another Person; or

2.7.2 any person or group shall come to own, directly or indirectly, beneficially or of record, voting securities representing more than 50% of the total voting power of such Person.

2.8 "CLAIM" means a written notice asserting a breach of a representation, warranty or covenant specified in this Agreement, which shall reasonably set forth, in light of the information then know n to the party giving such notice, a description of and an estimate (if then reasonable to make) of the amount involved in such breach.

2.9 "CLOSING" means the closing of the transactions contemplated by this Agreement.

2.10 "CLOSING DATE" has the meaning set forth in Article 3.

2.11 "COMPUTER PROGRAM" means a list of steps or list of statements and/or instructions which are capable when incorporated in a machine- readable medium of causing a computer to indicate, perform or achieve particular functions, tasks or results.

2.12 "CONFIDENTIAL INFORMATION" has the meaning set forth in Article 8.1 hereof.

2.13 "CONSENTS" means all of the consents or approvals of Governmental Authorities and other third parties necessary to sell, transfer and assign the Assets to ICT-FIRMA and to otherwise consummate the transactions contemplated hereby.

2.14 "CONSULTING AGREEMENT" means the Consulting Services Agreement by and between YHTIÖ and ICT-FIRMA to be executed as of the Closing Date, substantially in the form of Exhibit I attached hereto and made a part hereof.

2.15 "CONTROL" means having the power to direct the affairs of a Person by reason of either (i) owning or controlling the right to vote a sufficient number of shares of voting stock or other voting interest of such Person or (ii) having the right to direct the general management of the affairs of such Person by contract or otherwise.

2.16 "CUSTOMER AGREEMENT" means any and all licenses, leases, distribution and maintenance agreements whereby YHTIÖ has authorized any third party to use or distribute any of the Software as of the Closing Date; provided, however, that the term "Customer Agreement" shall not include any Embedded Software Agreement.

2.17 "DAMAGES" means all claims, liabilities, demands, impositions, causes of action, losses, investigations, proceedings, damages, penalties, fines, assessments, deficiencies, interest, expenses and judgments, including reasonable attorneys' fees and disbursements.

2.18 "DISTRIBUTION AGREEMENT" means the Distribution and License Agreement by and between YHTIÖ and ICT-FIRMA to be executed as of the Closing Date, substantially in the form of Exhibit II attached hereto and made a part hereof.

2.19 "DOCUMENTATION" means all documentation in YHTIÖ's possession, custody or control pertaining to the Software, including, the System Documentation and User Documentation for the Software, any marketing materials, the Software-related contents of Web pages, product specifications, flow charts, diagrams, algorithms, other design documentation, training manuals, bug lists, and any electronic machine-readable and Source Code versions of the same, and a summary of YHTIÖ's current promotional activity with respect to the Software, any and all Software-related answer books or other records of customer service issues and/or responses, and any and all written notes, plans and other documentation describing problems with respect to the Software and proposed and implemented solutions therefor, if any, written proposals with respect to future development of the Software, or other matters related to the use, operation, development or enhancement of the Software, excluding, however, any such items pertaining to Software that is embedded in, or a component of, any other products sold or provided by YHTIÖ.

2.20 "EMBEDDED SOFTWARE AGREEMENT" means a Customer Agreement pursuant to which the Software is provided by YHTIÖ as an embedded part of a larger YHTIÖ product offering.

2.21 "EXECUTION DATE" means the date of this Agreement.

2.22 "GOVERNMENTAL AUTHORITY" means any government, any governmental entity, department, commission, board, agency or instrumentality, and any court, tribunal or judicial or arbitrational body.

2.23 "GOVERNMENTAL ORDER" means any order, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

2.24 "INDEMNIFIED PARTY" means the party who is entitled to indemnification for, and to be held harmless with respect to, Damages, as provided under the terms and subject to the conditions of this Agreement.

2.25 "INDEMNIFYING PARTY" means the party who is obligated to indemnify, and to hold harmless, the other party hereto with respect to Damages, as provided under the terms and subject to the conditions of this Agreement.

2.26 "INVENTORY" means all raw materials for, all in-process units, and all finished units of, the Software in YHTIÖ's possession or control on the Closing Date.

2.27 Not in use

2.28 "MAINTENANCE AGREEMENT" means the Maintenance Agreement for Non-assumed Contracts and Embedded Software Agreements, by and between YHTIÖ and ICT-FIRMA, to be executed as of the Closing Date, in a form mutually agreed by and between ICT-FIRMA and YHTIÖ.

2.29 "MATERIAL ADVERSE CHANGE" or "MATERIAL ADVERSE EFFECT" means any change or effect that is materially adverse the Assets, the business operations related to the Assets or the transactions contemplated by this Agreement.

2.30 "YHTIÖ GROUP" means YHTIÖ and its officers, directors, shareholders, Affiliates and agents.

2.31 "YHTIÖ HOUSE MARKS" means any and all trademarks, trade names, service marks, logos and similar designations of source of origin owned by YHTIÖ excluding Trademarks.

2.32 "NON-ASSUMED CONTRACTS" shall mean all Customer Agreements which are not assigned to ICT-FIRMA as Assumed Contracts pursuant to this Agreement.

2.33 "OBJECT CODE" means the fully compiled or assembled series of Computer Programs in machine language in either printed form or as stored in software media.

2.34 "OUTSTANDING LICENSE AGREEMENTS" means the license agreements by and between YHTIÖ and a third party pursuant to which such third party is granted certain rights and licenses to the Software, the Documentation or the Proprietary Rights and which are set forth on Schedule 2.36 attached hereto and made a part hereof.

2.35 "PATENTS" means the patents, patent applications, and invention disclosures which are set forth on Schedule 2.35 attached hereto and made a part hereof. The term Patents includes all divisions, reissues, continuations, continuations-in-part, reexaminations, and extensions thereof and corresponding foreign patents and patent applications corresponding to those patents listed on Schedule 2.35.

2.36 "PERMITTED LIENS" means (i) liens for Taxes not yet due or payable; and (ii) inchoate materialmen's, mechanics', carriers', warehousemen's, landlords', workmen's, repairmen's, employees' or other like liens arising in the ordinary course of business and for which payment is not overdue.

2.37 "PERSON" shall mean a natural person, a corporation, a partnership, a limited liability company, an association, a trust or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

2.38 "PHYSICAL ASSETS" means all of the furniture, desks, file cabinets, copiers, personal computers, computer servers, test equipment, printers and laptops which are used by or necessary to perform the duties of the Transferred Employees in connection with the Assets and which are set forth on Schedule 2.40, attached hereto and made a part hereof; provided. however, that notwithstanding anything contained herein to the contrary, Physical Assets shall not include any furniture, fixtures, equipment or other facilities that are shared across the YHTIÖ campus (such as by way of illustration and not of limitation, network and video conferencing equipment).

 2.39 "PROPRIETARY RIGHTS" means the Trademarks, the Patents, all registered and unregistered copyrights in or to the Software and the Documentation and all applications for registration thereof, and all know-how, trade secrets, proprietary processes, formulae, business information, and other intellectual and industrial property rights in and to the Software or the Documentation.

2.40 "PURCHASE PRICE" has the meaning set forth in Article 5.1.

2.41 "RELATED AGREEMENTS" means all agreements, instruments and certificates contemplated hereby and thereby.

2.42 "SOFTWARE" means all Computer Program(s), data compilation(s) and/or other intellectual property of intangible nature for the XYZ product more fully described in Schedule 2.42 hereto that are expressed in Object Code, and shall consist of the Source Code, Binary Code and Object Code therefor as of the date hereof.

2.43 "SOURCE CODE" means the Computer Programs in human readable form.

2.44 "SUBSIDIARY" means a corporation, company or other entity (i) more than fifty percent (50%) of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are, or (ii) which does not have outstanding shares or securities, as may be the case in a partnership, joint venture, or unincorporated association, but more than fifty percent (50%) of whose ownership interest representing the right to make the decisions for such corporation, company or other entity is, now or hereafter, owned or controlled, directly or indirectly, by any other Person, but such corporation, company or other entity shall be deemed to be a Subsidiary only so long as such ownership or control exists.

2.45 "SUCCESSOR SOFTWARE" means the Computer Programs for the ICT-FIRMA middleware suite of products resulting from the merging and integration of ICT-FIRMA's middleware software products, including the AAAA product offerings, and the Software as contemplated by Article 6.5 hereof, including the Source Code and Object Code therefor, the System Documentation and User Documentation therefor, all enhancements, updates, revisions, error corrections and upgrades pertaining thereto.

2.46 "SYSTEM DOCUMENTATION" means documentation, however recorded, other than Source Code, which documents collectively the design and details of a particular software program and provides information to enable a reasonably knowledgeable computer programmer to make enhancements, revisions and modifications.

2.47 "TAXES" OR INDIVIDUALLY "TAX," means any state, local or foreign taxes, assessments, interest, penalties, deficiencies, fees and other governmental charges or impositions (including without limitation, all income tax, unemployment compensation, social security, payroll, sales and use, excise, privilege, property, ad valorem, franchise, license and any other tax or similar governmental charge or imposition).

2.48 "THIRD-PARTY CLAIM" means, in respect of the obligations of each Indemnifying Party hereunder, a claim asserted against the Indemnified Party by a third party.

2.49 "THRESHOLD AMOUNT" has the meaning set forth in Article 12.4.

2.50 "TRADEMARKS" means the trademarks, trade names, service marks, logos and similar designations of source and origin, and all registrations and applications for registration thereof which are set forth on Schedule 2.50 attached hereto and made a part hereof and all goodwill associated therewith.

2.51 "TRANSFERRED EMPLOYEES" has the meaning set forth in Article 9.1 hereof.

2.52 "USER DOCUMENTATION" shall mean the user documentation needed to support and use the Software, which shall include instructions for the use of each function thereof and any training materials related thereto.

2.53 "USER LIST" means YHTIÖ's user lists, customer lists, mailing lists, contact lists, and the like relating to the Software, but shall not include any such list pertaining solely to a product in which the Software is embedded. To the extent practical, each such list will be in hard copy and in a magnetic format to be specified by ICT-FIRMA; provided, however, that YHTIÖ shall not be required to incur any expenses in providing any such list in any such format.

2.54 "WAIVER AND CONFIDENTIALITY AGREEMENT" has the meaning set forth in Article 6.11.

**ARTICLE 3 - CLOSING AND DELIVERIES**

3.1 CLOSING. The Closing shall occur within five (5) business days following the satisfaction or waiver of the conditions precedent set forth in Articles 3.2 and 3.3 (the "Closing Date") and shall be held at the offices of Lakiekspertit Oy in Helsinki at 9:00 a.m. local time, or at such other time and place as YHTIÖ and ICT-FIRMA may mutually agree. Notwithstanding the actual time the deliveries of the parties hereto are made on the Closing Date, the parties hereto agree that the Closing shall be effective and deemed for all purposes to have occurred as of 11:59 a.m., local time, on the Closing Date.

3.2 CONDITIONS TO OBLIGATIONS OF YHTIÖ TO CLOSE. The obligations of YHTIÖ to consummate the Closing shall be subject to the satisfaction, on or before the Closing Date, of each and every one of the following conditions, all or any of which may be waived, in whole or in part, by YHTIÖ, provided, however, that in the event that any or all of such conditions are waived, such waiver shall be for all purposes and not only for purposes of closing the transactions contemplated hereby, and the conditions so waived shall not serve as a basis for indemnification under Article 12 hereof.

3.2.1 REPRESENTATIONS AND WARRANTIES; COVENANTS.

3.2.1.1 The representations and warranties of ICT-FIRMA contained in this Agreement shall be true and correct in all material respects as of the Closing, with the same force and effect as if made as of the Closing; and

3.2.1.2 The covenants and agreements contained in this Agreement to be complied with by ICT-FIRMA at or prior to

the Closing shall have been complied with in all material respects.

3.2.2 COMPLIANCE WITH ANTITRUST LAWS. Any waiting periods (and any extension thereof) applicable to the transactions contemplated by this Agreement under applicable EU, national and foreign antitrust or trade regulation laws and regulations, shall have expired or been earlier terminated, and all governmental consents, authorizations or approvals required in connection with the transactions and their consummation contemplated by this Agreement shall have been obtained or given.

3.2.3 NO ORDER. No action or proceeding shall have been instituted against YHTIÖ or any of its Affiliates or any officer or director of YHTIÖ or any of its Affiliates which seeks to, or would render it unlawful as of the Closing to effect the transactions contemplated hereby in accordance with the terms hereof or creates or poses a risk of creating a limitation on YHTIÖ to own the ICT-FIRMA Shares, and no such action shall seek damages in a material amount by reason of the consummation of the transactions contemplated hereby.

3.2.4 DELIVERIES. ICT-FIRMA shall have made or stand willing and able to make all the deliveries to YHTIÖ set forth in Article 3.5.

3.3 CONDITIONS TO OBLIGATIONS OF ICT-FIRMA. The obligations of ICT-FIRMA to consummate the Closing shall be subject to the satisfaction, on or before the Closing Date, of each and every one of the following conditions, all or any of which may be waived, in whole or in part, by ICT-FIRMA, provided, however, that in the event that any or all of such conditions are waived, such waiver shall be for all purposes and not only for purposes of closing the transactions contemplated hereby, and the conditions so waived shall not serve as a basis for indemnification under Article 12 hereof..

3.3.1 CONSENTS AND APPROVALS. Each of the Consents shall have been duly obtained and delivered to ICT-FIRMA with no material adverse conditions imposed by any such Consent and no Material Adverse Change to the terms of any Assumed Contract with respect to which any Consent is obtained.

3.3.2 EMPLOYMENT OF TRANSFERRED EMPLOYEES. Those Transferred Employees whose name on Schedule 9.1 shall have accepted employment with ICT-FIRMA, conditioned upon the occurrence of the Closing, pursuant to an offer of employment extended by ICT-FIRMA in satisfaction of its obligations under Article 9.1.

3.3.3 NO MATERIAL ADVERSE CHANGE. There shall not have occurred any Material Adverse Change since the date of this Agreement.

3.3.4 DELIVERIES. YHTIÖ shall have made or stand willing and able to make all the deliveries to ICT-FIRMA set forth in Article 3.4.

3.4 DELIVERIES BY YHTIÖ. Prior to or on the Closing Date, YHTIÖ shall deliver, or cause to be delivered, to ICT-FIRMA the following, in form and substance reasonably satisfactory to ICT-FIRMA and its counsel:

3.4.1 TRANSFER DOCUMENTS. DULY EXECUTED COPIES OF THE FOLLOWING:

3.4.1.1 Bill of sale, Assignment and Assumption Agreement, in a form mutually agreed by and between ICT-FIRMA and YHTIÖ;

3.4.1.2 Intellectual Property Assignment Agreement, in a form reasonably satisfactory to YHTIÖ and ICT-FIRMA; and

3.4.1.3 Other transfer documents which shall be sufficient to vest good and marketable title to the Assets in the name of ICT-FIRMA or its permitted assignees.

3.4.2 CONSULTING AGREEMENT. Duly executed Consulting Agreement.

3.4.3 DISTRIBUTION AGREEMENT. Duly executed Distribution Agreement.

3.4.4 MAINTENANCE AGREEMENT. Duly executed Maintenance Agreement.

3.4.5 LEASE AGREEMENT. Duly executed Office Space Lease Agreement, in a form reasonably acceptable to YHTIÖ and ICT-FIRMA.

3.4.6 WAIVER AND CONFIDENTIALITY AGREEMENTS. Duly executed copies of the Waiver and Confidentiality Agreements contemplated under Article 6.11 hereof.

3.4.7 OTHER. Such other evidence of the performance of all covenants and satisfaction of all conditions required of YHTIÖ by this Agreement, at or prior to the Closing, as ICT-FIRMA or its counsel may reasonably require.

3.5 DELIVERIES BY ICT-FIRMA. Prior to or on the Closing Date, ICT-FIRMA shall deliver, or cause to be delivered, to YHTIÖ the following, in form and substance reasonably satisfactory to YHTIÖ and its counsel:

3.5.1 PURCHASE PRICE. The Purchase Price in cash by wire transfer of immediately available funds.

3.5.2 BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT. Duly executed Bill of Sale, Assignment and Assumption Agreement, substantially in the form of Exhibit V hereto.

3.5.3 CONSULTING AGREEMENT. Duly executed Consulting Agreement.

3.5.4 DISTRIBUTION AGREEMENT. Duly executed Distribution Agreement.

3.5.5 MAINTENANCE AGREEMENT. Duly executed Maintenance Agreement.

3.5.6 OTHER. Such other evidence of the performance of all covenants and satisfaction of all conditions required of ICT-FIRMA by this Agreement, at or prior to the Closing, as YHTIÖ or its counsel may reasonably require.

**ARTICLE 4 - SALE AND PURCHASE OF ASSETS**

4.1.1 TRANSFER OF ASSETS. Pursuant to the terms and subject to the conditions set forth in this Agreement, YHTIÖ hereby agrees to sell, grant, transfer, convey, assign and deliver to ICT-FIRMA on the Closing Date, and ICT-FIRMA agrees to purchase and acquire from YHTIÖ on the Closing Date, all right title and interest of YHTIÖ in and to the Assets.

4.1.2 Subject to the provisions of Article 4.1.1., hereof, the Software will be transferred by YHTIÖ to ICT-FIRMA by electronic means directly into the permanent storage memory of computer hardware owned by ICT-FIRMA. The transfer of the Software will occur on the Closing Date but shall occur subsequent to and shall be separate and apart from the transfer of all other Assets, including Documentation, and any printed form of the Object Code and Source Code, to ICT-FIRMA. With respect to the transfer of the Software, YHTIÖ shall maintain complete and exclusive control over all personal property (including personal property owned by ICT-FIRMA) used to effectuate the transfer and ICT-FIRMA shall not thereafter obtain possession of the computer media used by YHTIÖ to effectuate such transfer.

4.2 ASSUMPTION OF ASSUMED CONTRACTS. Pursuant to the terms and subject to the conditions set forth in this Agreement, effective upon Closing, YHTIÖ shall assign to ICT-FIRMA all of YHTIÖ's rights and obligations under the Assumed Contracts, which are assignable by YHTIÖ to ICT-FIRMA as of the Closing Date, and ICT-FIRMA shall accept such assignment and shall assume all responsibilities and obligations of YHTIÖ under such Assumed Contracts. Following the Closing Date, and pursuant to the terms and conditions set forth in this Agreement, YHTIÖ shall assign to ICT-FIRMA all of YHTIÖ's rights and obligations under, and ICT-FIRMA shall accept such assignment and shall assume all responsibilities and obligations of YHTIÖ under, the Assumed Contracts which are assignable by YHTIÖ to ICT-FIRMA after the Closing Date.

4.3 LIMITATION ON ASSUMPTION. ICT-FIRMA shall not assume, pay or discharge or in any respect be liable for any liability, obligation, commitment or expense of YHTIÖ with respect to the Assumed Contracts other than those which accrue (a) after the Closing Date with respect to Assumed Contracts assigned to ICT-FIRMA upon Closing, or (b) after the effective date of the assignment with respect to any Assumed Contract assigned to ICT-FIRMA after the Closing Date.

**ARTICLE 5 - CONSIDERATION**

5.1TRANSFER OF ASSETS. Pursuant to the terms and subject to the conditions of this Agreement, in consideration for the sale, transfer, conveyance, and assignment of the Assets, ICT-FIRMA agrees to pay to YHTIÖ the following purchase price (the "Purchase Price"): Ten Million Euros (EUR 10.000.000), payable at the Closing by wire transfer of immediately available funds in accordance with the wire transfer instructions delivered to ICT-FIRMA by YHTIÖ no later than five (5) business days prior to the Closing.

5.2 SALES OR USE TAXES. All sales, use and other similar Taxes, charges and fees, if any, arising out of or in connection with the transactions contemplated by this Agreement (other than any income, capital gains and other similar Taxes, charges and fees imposed on, or imposed in respect of, the income or gain of YHTIÖ), shall be paid by ICT-FIRMA. Each of the parties shall cooperate with the other to the extent reasonably required in order to eliminate or minimize any such Tax. Without limiting the foregoing, to the extent any such Tax is imposed, YHTIÖ shall prepare and file any required Tax returns in connection therewith and ICT-FIRMA shall pay and promptly discharge when due the entire amount of any such Tax.

**ARTICLE 6 - ADDITIONAL OBLIGATIONS; COVENANTS**

6.1 CONSENTS

6.1.1 OBTAINING CONSENTS. YHTIÖ will use all commercially reasonably efforts to obtain any Consent required to assign all Assumed Contracts and complete all other transfers and transactions contemplated by this Agreement at YHTIÖ's sole expense. YHTIÖ will provide ICT-FIRMA with prompt written notice of the effective date of the assignment of any Assumed Contract assigned to ICT-FIRMA after the Closing Date and with a copy of each such Assumed Contract.

6.1.2 ALTERNATIVE ARRANGEMENT. In the event and to the extent that YHTIÖ is unable to obtain any such Consent, or if any attempted assignment or novation would be ineffective or would restrain, prohibit or otherwise interfere with the effective operation or enjoyment by ICT-FIRMA of all or any material portion of the Assets or with the effective transfer of the Transferred Employees as contemplated hereby, YHTIÖ will reasonably cooperate with ICT-FIRMA, to the extent permitted by law, in a reasonable arrangement under which ICT-FIRMA would, to the fullest extent possible, obtain the benefits and assume the obligations with respect to such Asset, in accordance with this Agreement, and nothing contained herein or in any Related Agreements shall be construed to have assigned any such non-assignable contract or agreement.

6.2 ANTITRUST LAW FILINGS

Each party shall take such actions as in its sole judgment are appropriate to eliminate any concerns on the part of any Governmental Authority over the enforcement of applicable antitrust laws regarding the legality of the consummation of the transactions contemplated hereby under any antitrust law; provided, however, that notwithstanding the foregoing, neither party shall be required hereunder to appeal any injunction, to divest any of its assets or to take any other specific step which in its sole judgment would not be in its best interest under the circumstances in order to eliminate such concerns.

6.3 NO COMPETING PRODUCTS.

6.3.1 MIDDLEWARE STAND ALONE PRODUCTS. During the four (4)-year period commencing on the Closing Date, YHTIÖ shall not, directly or indirectly (including through any Affiliate thereof, whether existing now or in the future), develop or have developed for or on behalf of YHTIÖ or any of its Affiliates enterprise middleware Computer Programs having the same or substantially similar features as that of the Software for license or sale by or on behalf of YHTIÖ or any of its Affiliates as an independent, stand-alone product (i.e., a product not licensed or sold as a component or part of, or otherwise embedded in, a substantial additional program).

6.3.2 MIDDLEWARE EMBEDDED PRODUCTS. During the three (3)-year period commencing on the Closing Date, YHTIÖ shall not, directly or indirectly (including through any Affiliate thereof, whether existing now or in the future), develop or have developed for or on behalf of YHTIÖ or any of its Affiliates enterprise middleware Computer Programs having the same or substantially similar features as that of the Software for license or sale by or on behalf of YHTIÖ or any of its Affiliates as a component or part of, or otherwise embedded in, a substantial additional program offered or sold by YHTIÖ.

6.4 EXISTING CUSTOMERS AND BUSINESS PARTNERS. In addition to carrying out YHTIÖ's obligations under the Assumed Contracts as provided under Article 4, ICT-FIRMA will, to the extent commercially reasonable and to the extent the Assumed Contracts pertaining to YHTIÖ's obligations have been provided to ICT-FIRMA, continue to support all YHTIÖ Software sales promotions, solutions, customers, channel partners and business partners for the duration of all contractual obligations under the Assumed Contracts. To the best of YHTIÖ's knowledge, Schedule 6.4 sets forth a true and complete list of all YHTIÖ Software customers, channel partners and business partners. In addition, ICT-FIRMA will, to the extent commercially reasonable, continue to support all current and older versions of the Software product family in a manner consistent with ICT-FIRMA's standard policies, including end-of-life policies and practices.

6.5 PRODUCT ROADMAP. Promptly following the Closing Date, ICT-FIRMA shall issue a press release substantially in the form attached hereto as Exhibit V, announcing ICT-FIRMA's commitment to the development of the Successor Software, which will merge ICT-FIRMA's Product and the Software and will serve as the basis for ICT-FIRMA's future product offering. ICT-FIRMA agrees that the Software product family will be integrated into the Successor Software. The Software features and interfaces (including enhancements and modifications thereto developed pursuant to the Consulting Agreement) will be supported and offered in the Successor Software. ICT-FIRMA will provide a reasonable migration path for customers using the Software to the Successor Software. In the event that ICT-FIRMA does not provide Successor Software that is generally commercially available and available to YHTIÖ under the Distribution Agreement within two (2) years after the Closing Date, YHTIÖ shall have the right, in addition to any other rights or remedies it may have, to require ICT-FIRMA to continue to maintain the Software as a viable and competitive product until the Successor Software becomes generally commercially available and available to YHTIÖ under the Distribution Agreement. From and after the date on which the Successor Software becomes generally commercially available, ICT-FIRMA shall maintain the Successor Software on ICT-FIRMA's general price list for a period of 18 months thereafter.

6.6 SUBSEQUENT PRODUCT RELEASES. ICT-FIRMA shall produce release version 5.0 of the Software under the Consulting Agreement and subsequent maintenance releases and/or patches, as required. ICT-FIRMA agrees to sell through its sales force release 6.0 until the earlier to occur of (a) the date 18 months after it is made generally available, (b) the date it is replaced by the Successor Software, or (c) the date of the next release of the Software.

6.7 FURTHER ASSURANCES. YHTIÖ agrees that, at any time after the Closing Date, upon the request of ICT-FIRMA, it will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acknowledgments, deeds, assignments, bills of sale, transfers, conveyances, instruments, consents and assurances as may reasonably be required for the better assigning, transferring, granting, conveying, assuring and confirming to ICT-FIRMA, its successors and assigns, the transfers contemplated by this Agreement.

6.8 CONDUCT OF BUSINESS OF YHTIÖ PENDING THE CLOSING. YHTIÖ agrees that, during the period from the Execution Date to the Closing:

6.8.1 OPERATION. YHTIÖ shall (a) cause the business operations related to the Assets to be conducted in the ordinary course consistent with past practice, (b) use commercially reasonably efforts to preserve intact the relevant business, properties and organization with respect thereto in all material respects, (c) use commercially reasonable efforts to maintain the Physical Assets in good operating condition and repair (ordinary wear and tear excepted), and (d) use commercially reasonable efforts to preserve for the benefit of ICT-FIRMA the goodwill of customers, vendors and others having business relations with it related to the Assets; and

6.8.2 DISPOSITION OF ASSETS. YHTIÖ shall: (a) not sell or dispose of any of the Assets, except in the ordinary course of business consistent with past practice, (b) use commercially reasonable efforts to prevent the occurrence of any event or condition which may have a Material Adverse Effect or would restrain, prohibit or otherwise interfere with the effective operation or enjoyment by ICT-FIRMA of all or any material portion of the Assets or with the effective transfer of the Transferred Employees as contemplated hereby, and (c) not enter into any agreement, in writing or otherwise, that would result in a breach either of the foregoing covenants.

6.9 UPDATED SCHEDULES. YHTIÖ shall promptly disclose in writing to ICT-FIRMA any information contained in its representations and warranties or any of the Schedules hereto which, because of an event occurring after the date of this Agreement, is incomplete or is no longer correct as of all times after the Execution Date and until the Closing Date. Any such disclosure shall be in the form of an updated Schedule, marked to reflect the new or amended information. In the event that YHTIÖ makes any such disclosure prior to the Closing and the Closing occurs, such disclosure shall be deemed to amend and supplement the representations and warranties and the applicable Schedule hereto, and ICT-FIRMA shall have the right to be indemnified with respect to such representations and warranties, and the applicable Schedule thereto as so amended and supplemented, but not with respect to any prior representation and warranty which has been amended, deleted or superseded as a result of such new or amended information. Nothing contained in this Article 6.9 shall be construed as changing any party's right to terminate this Agreement as provided in Article 13.

6.10 NOTICE OF CERTAIN MATTERS. YHTIÖ shall give prompt written notice to ICT-FIRMA, and ICT-FIRMA shall give prompt written notice to YHTIÖ, of any failure of YHTIÖ or ICT-FIRMA, as the case may be, to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder.

6.11 WAIVER AND CONFIDENTIALITY AGREEMENTS. YHTIÖ shall use its reasonable best efforts to deliver to ICT-FIRMA on or before the Closing Date a copy of a Waiver and Confidentiality Agreement, in a form reasonably acceptable to ICT-FIRMA (the "Waiver and Confidentiality Agreement"), executed by each of the YHTIÖ employees, agents or consultants listed in Schedule 6.11 hereto.

6.12 ACCESS TO RECORDS. Each party agrees to allow representatives of the other party after the Closing, upon reasonable written notice, access to any books and records relating to the Assets or the Transferred Employees for the purpose of filing and supporting Tax returns and Tax audits of such other party or defending any Claim relating thereto or any third-party Claim. Each party shall preserve such books and records as necessary to support tax returns of the other party relating to the Assets or the Transferred Employees and to notify the other party prior to destruction of any such records relating to periods prior to the Closing if the destruction thereof is scheduled to occur within five (5) years after the Closing Date, and the other party shall be permitted, upon reasonable written notice, to take possession of such records at its sole expense. Nothing herein shall be deemed to constitute a waiver of any attorney-client, work-product or joint-defense privilege.

 **ARTICLE 7 - OWNERSHIP OF INTELLECTUAL PROPERTY; LICENSES**

7.1. LICENSE TO USE YHTIÖ HOUSE MARKS. YHTIÖ hereby grants to ICT-FIRMA a non-exclusive, royalty free license to use, commencing on the Closing Date, the YHTIÖ House Marks in connection with ICT-FIRMA's marketing, distribution and licensing of the Software, the Documentation, and modifications thereto, and goods and services related to the Software, subject to the following: (i) the YHTIÖ House Marks may be used in a manner and with materials that have been reviewed and approved by YHTIÖ in writing prior to such use, which approval shall not be unreasonably withheld, conditioned or delayed; and (ii) such usage shall be in accordance with YHTIÖ's then-current trademark usage policies as provided and updated by YHTIÖ. The license to ICT-FIRMA to the YHTIÖ House Marks shall expire, without any further actions by the parties hereto, upon the earlier of (x) the second anniversary of the Closing Date or (y) termination of this Agreement, the Distribution Agreement or the Consulting Agreement due to a breach or default by ICT-FIRMA of its obligations thereunder.

7.2 OWNERSHIP OF TRADEMARKS. Subject to the non-exclusive license in the YHTIÖ House Marks granted herein to ICT-FIRMA, YHTIÖ shall own all YHTIÖ House Marks and any goodwill which may accrue to such marks as a result of any of the ICT-FIRMA uses of the YHTIÖ House Marks licensed thereunder. ICT-FIRMA shall own the Trademarks transferred herein as part of the Assets, together with all other trademarks, service marks, logos, symbols or identifiers thereafter after the Closing used or developed by ICT-FIRMA (excluding the YHTIÖ House Marks) in connection with ICT-FIRMA's use of the Assets. Subject to ICT-FIRMA's obligations pursuant to Article 7.1, each of YHTIÖ and ICT-FIRMA shall be solely responsible for the protection, maintenance and enforcement of their respective trademarks and any registrations or applications therefor.

7.3 INTERNAL USE LICENSE TO USER LIST, DOCUMENTATION. ICT-FIRMA hereby grants to YHTIÖ, its Affiliates and Subsidiaries, a non-exclusive, perpetual, paid-up, royalty-free license to use, reproduce and modify the User List and Documentation, provided, however, that such license shall be limited solely to YHTIÖ's internal business purposes and shall be perpetual conditioned upon YHTIÖ's continuing compliance with its obligations to ICT-FIRMA under Articles 6.3 and 8 of this Agreement.

7.4 LICENSE UNDER PATENTS. YHTIÖ hereby grants to ICT-FIRMA, its Affiliates and Subsidiaries, a non-exclusive, worldwide, perpetual, irrevocable, paid-up, royalty-free license, under any patents which YHTIÖ now holds or may acquire in the future, to make, use, modify, and sell or otherwise distribute the Software, or any future versions or modifications thereof, whether stand-alone or as incorporated in or bundled with any other software, hardware, firmware, or enhancements.

**ARTICLE 8 - CONFIDENTIALITY**

8.1 CONFIDENTIAL INFORMATION. In the course of the performance of this Agreement, YHTIÖ and ICT-FIRMA each recognizes that it will obtain, or has prior to the Execution Date obtained, access to the confidential, proprietary, technical, business and operational information of the other, including without limitation the Proprietary Rights (excluding the issued Patents) (the "Confidential Information"). Confidential Information includes all terms of the transactions contemplated by this Agreement.

8.2 NON-CONFIDENTIAL INFORMATION. Information shall not constitute Confidential Information if:

8.2.1 PREVIOUSLY POSSESSED. It is demonstrated to have been in the possession of the receiving party or available to the receiving party prior to the disclosure, without any breach of a duty of confidentiality owed by any party to the disclosing party;

8.2.2 SUBSEQUENTLY OBTAINED. The receiving party rightfully obtains the Confidential Information without breach of this Agreement, from a third party having no duty of confidentiality to the disclosing party;

8.2.3 DEVELOPED. It is independently developed by the receiving party without use of the Confidential Information; or

8.2.4 AUTHORIZED. The disclosing party authorizes in writing the disclosure of the Confidential Information.

8.3 ICT-FIRMA CONFIDENTIAL INFORMATION. As of the Closing Date, all information disclosed by YHTIÖ which becomes or is intended to become the property of ICT-FIRMA by virtue of the transactions contemplated herein constitutes Confidential Information of ICT-FIRMA, as if ICT-FIRMA were the disclosing party therefor.

8.4 STANDARD OF CARE. All Confidential Information shall remain the exclusive property of the disclosing party, and the receiving party may not disclose any Confidential Information of the disclosing party for any reason without the prior written consent of the disclosing party or make any use of such Confidential Information other than as expressly permitted by or necessary to perform its obligations under this Agreement or the Related Agreements. The receiving party shall use the same care and discretion, but no less than reasonable care and discretion, to avoid disclosure, publication, or dissemination of Confidential Information it has received, as the receiving party employs for similar information of its own which it does not desire to publish, disclose or disseminate, except to those employees, directors, agents and/or permitted subcontractors of the receiving party who have a need to know in order to exercise the rights granted or retained pursuant to this Agreement and who have agreed in writing to be bound by the confidentiality terms of the Agreement. The receiving party shall be responsible and liable for breaches of confidentiality obligations by its employees, directors, agents and/or permitted subcontractors.

8.5 REQUIRED DISCLOSURE. Notwithstanding any other provision of this Article 8, if the receiving party is required to disclose any Confidential Information pursuant to legal, accounting or regulatory requirements, the receiving party shall provide to the disclosing party written notice of such required disclosure sufficiently in advance thereof to enable the disclosing party to take reasonable actions to avoid the requirement of disclosure. Notwithstanding the foregoing, and subject to the prior consent of the other party (such consent not to be unreasonably withheld or delayed), either party shall have the right to disclose the existence and material terms of this Agreement to the extent such party reasonably determines is necessary to comply with stock exchange, securities and other similar disclosure requirements. The receiving party shall cooperate with all reasonable requests of the disclosing party in connection therewith.

8.6 SURVIVAL OF COVENANT. Notwithstanding anything contained herein to the contrary, the obligations of the parties under this Article 8 shall survive for a period of five (5) years from the earlier of the Closing Date or the termination of this Agreement pursuant to Article 13.

**ARTICLE 9 - EMPLOYEES**

9.1 OFFER OF EMPLOYMENT. All YHTIÖ employees identified on Schedule 9.1 will receive written offers of employment with ICT-FIRMA (with similar terms and compensation), to be delivered by ICT-FIRMA not less than ten (10) business days prior to the Closing Date. All such offers shall be contingent upon the Closing and shall be subject to acceptance or rejection by such employees prior to Closing. All such employees who have not accepted such offers on the business day immediately prior to the Closing Date shall be deemed to have rejected such offers. Those employees who have accepted such offers from ICT-FIRMA prior to the Closing Date shall be referred to herein as "Transferred Employees." Upon Closing, each of the Transferred Employees will cease their employment with YHTIÖ and shall become employees of ICT-FIRMA.

9.2 NON-SOLICITATION

9.2.1YHTIÖ COVENANT. YHTIÖ agrees, for itself and its Affiliates, not to re-hire, or directly or indirectly attempt to re-hire, for a period of twelve (12) months from the Closing Date, any of the Transferred Employees.

9.2.2 ICT-FIRMA COVENANT. ICT-FIRMA agrees, for itself and its Affiliates, not to solicit for employment or hire, or directly or indirectly attempt to solicit for employment or hire, for a period of two (2) years from the Closing Date, any employee of YHTIÖ with whom ICT-FIRMA came into contact through the negotiation or performance of this Agreement.

**ARTICLE 10 - REPRESENTATIONS AND WARRANTIES OF YHTIÖ**

YHTIÖ hereby represents and warrants to ICT-FIRMA as of the date hereof and as of the Closing Date as follows:

10.1 ORGANIZATION AND STANDING; CERTIFICATE AND BYLAWS. YHTIÖ is a corporation duly organized and existing under, the laws of Finland and is in good standing under such laws. YHTIÖ has the requisite corporate power to own and operate its properties and assets and to carry on its business as currently and previously conducted and as proposed to be conducted. YHTIÖ is duly qualified to transact business and is in good standing.

10.2 CORPORATE POWER. YHTIÖ has all requisite corporate power to execute and deliver this Agreement and the Related Agreements and to carry out and perform its obligations under the terms hereof and thereof.

10.3 AUTHORIZATION. All corporate action on the part of YHTIÖ, its directors and its stockholders necessary for the authorization, execution, delivery and performance of this Agreement and the Related Agreements has been taken. This Agreement and the Related Agreements, when executed and delivered by YHTIÖ, will constitute valid and binding obligations of YHTIÖ enforceable in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws from time to time in effect affecting the enforcement of creditors' rights generally and except as enforcement of remedies may be limited by general equitable principles.

10.4 LITIGATION, ETC. Except as otherwise disclosed on Schedule 10.4, there are no actions, suits, proceedings, oppositions, interferences, cancellation proceedings, challenges, or other legal or governmental proceedings (nor, to the best of YHTIÖ's knowledge, investigations pending against YHTIÖ or its officers or properties before any court, arbitrator or governmental agency)(the foregoing collectively referred to as "Actions"), nor, to the best of YHTIÖ's knowledge, is there any threat of any of the foregoing Actions.

10.5 OWNERSHIP AND TITLE OF ASSETS. YHTIÖ owns all of the Assets free and clear of all liens, security interests and other encumbrances other than Permitted Liens and Outstanding License Agreements.

10.6 DISCLOSURE. The representations and warranties of YHTIÖ contained in this Agreement and the Related Agreements do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances under which they were made. YHTIÖ has no present intention to transfer this Agreement or any of its rights or obligations hereunder or under the Related Agreements to any third party or any of its Affiliates.

10.7 CONDITION OF PHYSICAL ASSETS. The Physical Assets are in good operating condition and repair (ordinary wear and tear excepted) and are available for immediate use.

10.8 LICENSES AND ASSUMED CONTRACTS.

10.8.1 LICENSES. Except as set forth in Schedule 10.8.1, each Assumed Contract is valid, binding, and enforceable in accordance with its terms, is in full force and effect, and YHTIÖ is not in breach, violation or default under any such license or agreement. Except as disclosed in Schedule 10.8.1, neither the execution and delivery by YHTIÖ of this Agreement or any Related Agreement, nor the consummation of the transactions contemplated hereby or thereby will result in any breach, violation or default under, or require the consent of any other party to, any such agreement.

10.8.2 ASSUMED CONTRACTS. Schedule 2.5 contains a complete and correct list of all material contracts, instruments, commitments and agreements relating to the Assets or the other assets to be transferred by YHTIÖ to ICT-FIRMA in accordance with this Agreement, including the Assumed Contracts to be transferred to ICT-FIRMA upon Closing. YHTIÖ has delivered to ICT-FIRMA correct and complete copies of all Assumed Contracts which are assignable by YHTIÖ to ICT-FIRMA as of the Closing Date, including any and all amendments thereto. YHTIÖ has specifically identified in Schedule 2.5 the number and extent of all such Assumed Contracts that involve the license of source code. All of the Assumed Contracts are in full force and effect, and YHTIÖ is not currently in material breach of any of the terms of the Assumed Contracts. Except as specifically identified in Schedule 2.4, none of the other parties to the Assumed Contracts are not performing, or have provided YHTIÖ with written notice that it will not be able to perform, the party's obligations under the Assumed Contract. Except as specifically identified in Schedule 2.4, YHTIÖ can assign to ICT-FIRMA all of the Assumed Contracts which are assignable by YHTIÖ to ICT-FIRMA as of the Closing Date, and after Closing, ICT-FIRMA shall have been assigned all rights of YHTIÖ under such Assumed Contracts.

10.9 CURRENT USE. Except as set forth on Schedule 10.9, the reproduction, distribution, marketing, manufacture, development, use, sale, license, or sublicense of any Proprietary Rights, Software or Documentation or any other Asset in the manner currently so done by YHTIÖ does not (i) violate any license or agreement with any third party or (ii) infringe on, or otherwise conflict with, the rights of any person, nor has such violation or an infringement been alleged or noticed to YHTIÖ, and to the best of YHTIÖ's knowledge, there is no valid basis for any such allegation. Except as otherwise disclosed in Schedule 10.9, YHTIÖ has not, in connection with the Assets or any portion thereof, received notice, that it or any of its customers or distributors has infringed any copyright, patent, trademark, trade name, or other intellectual property right of any third party or misappropriated or misused any invention, trade secret or other proprietary information entitled to legal protection. YHTIÖ has not asserted any such claim of infringement, misappropriation or misuses against any third party in connection with the Assets.

10.10 USER LIST. To the best of YHTIÖ's knowledge, the User List is a substantially complete list of the customers other than those customers for which the Software is embedded in, or a component of, another product sold or provided by YHTIÖ. The only recipients of alpha and beta versions of the Software distributed by or on behalf of YHTIÖ have been YHTIÖ customers.

10.11 CONFORMANCE OF THE SOFTWARE TO SPECIFICATIONS. The Software performs substantially in accordance with the specifications and there are currently no claims or assertions pending or, to the best of YHTIÖ's knowledge, threatened alleging a failure of the product to so perform.

10.12 NO OTHER REPRESENTATIONS OR WARRANTIES. Except for the representations and warranties contained in this Agreement, in the Exhibits and Schedules hereto, the agreements specified herein and in the certificates required to be delivered pursuant to or in connection herewith, neither YHTIÖ nor any other Person acting for YHTIÖ makes any representation or warranty, express or implied, and YHTIÖ and ICT-FIRMA hereby disclaim any such representation or warranty, whether by YHTIÖ or any of its officers, directors, employees, agents, representatives or any other Person, with respect to the execution, delivery or performance by YHTIÖ of this Agreement or the agreements specified herein or with respect to the transactions contemplated hereby or thereby, including any implied warranties of merchantability and fitness for a particular purpose.

**ARTICLE 11 - REPRESENTATIONS AND WARRANTIES OF ICT-FIRMA**

ICT-FIRMA hereby represents and warrants to YHTIÖ as of the date hereof and the Closing Date as follows:

11.1 ORGANIZATION AND STANDING; CERTIFICATE AND BYLAWS. ICT-FIRMA is a corporation duly organized and existing under the laws Sweden is in good standing under such laws. ICT-FIRMA has the requisite corporate power to own and operate its properties and assets and to carry on its business as currently and previously conducted and as proposed to be conducted. ICT-FIRMA is duly qualified to transact business and is in good standing.

11.2 CORPORATE POWER. ICT-FIRMA has all requisite corporate power to execute and deliver this Agreement and the Related Agreements and to carry out and perform its obligations under the terms of this Agreement and such other agreements.

11.3 AUTHORIZATION. All corporate action on the part of ICT-FIRMA, its directors and its stockholders necessary for the authorization, execution, delivery and performance of this Agreement and the Related Agreements has been taken. This Agreement and the Related Agreements, when executed and delivered by ICT-FIRMA, will constitute valid and binding obligations of ICT-FIRMA enforceable in accordance with their respective terms.

11.4 LITIGATION, ETC. Except as otherwise disclosed in Schedule 11.4, there are no actions, suits, proceedings, oppositions, challenges or investigations pending against ICT-FIRMA or its officers or properties before any Governmental Authority (or, to the best of ICT-FIRMA's knowledge, is there any threat thereof). There is no action, suit, proceeding or investigation by ICT-FIRMA currently pending or that ICT-FIRMA currently intends to initiate that questions or has the potential to harm the validity of this Agreement and/or any of the Related Agreements or any action taken or to be taken in connection or herewith or therewith.

11.5 DISCLOSURE. The representations and warranties of ICT-FIRMA contained in this Agreement or the Related Agreements do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances under which they were made. ICT-FIRMA has no present intention to transfer this Agreement or any of its rights or obligations hereunder or under the Related Agreements to any third party.

11.6 NO OTHER REPRESENTATIONS OR WARRANTIES. Except for the representations and warranties contained in this Agreement, in the Exhibits and Schedules hereto, the agreements specified herein and in the certificates required to be delivered pursuant to or in connection herewith, neither ICT-FIRMA nor any other Person acting for ICT-FIRMA makes any representation or warranty, express or implied, and YHTIÖ and ICT-FIRMA hereby disclaim any such representation or warranty, whether by ICT-FIRMA or any of its officers, directors, employees, agents, representatives or any other Person, with respect to the execution, delivery or performance by ICT-FIRMA of this Agreement or the agreements specified herein or with respect to the transactions contemplated hereby or thereby.

 **ARTICLE 12 - INDEMNIFICATION**

12.1 INDEMNIFICATION BY YHTIÖ. YHTIÖ hereby agrees to indemnify, defend and hold harmless each member of the ICT-FIRMA Group from and against all Damages asserted against, imposed upon or incurred by any member of the ICT-FIRMA Group, directly or indirectly, by reason of or resulting from (i) any breach or inaccuracy of any representation, warranty or covenant of YHTIÖ set forth in this Agreement, any certificates required to be provided by YHTIÖ pursuant to this Agreement, or any other agreement or obligation of the YHTIÖ contained in or made pursuant to this Agreement or any of the Related Agreements; (ii) the conduct and operation of YHTIÖ's business on or before the Closing Date; (iii) the sale, license, use or operation of the Assets on or before the Closing Date; (iv) the employment of the Transferred Employees on or before the Closing Date or the termination of any Retained Employee's employment by YHTIÖ as a result of the consummation of the transactions contemplated hereby; (v) the Assumed Contracts on or before the Closing Date.

12.2 INDEMNIFICATION BY ICT-FIRMA. ICT-FIRMA hereby agrees to indemnify, defend and hold harmless each member of the YHTIÖ Group from and against all Damages asserted against, imposed upon or incurred by any member of the YHTIÖ Group, directly or indirectly, by reason of or resulting from (i) any breach or inaccuracy of any representation, warranty or covenant of ICT-FIRMA set forth in this Agreement, any certificates required to be provided by ICT-FIRMA pursuant to this Agreement, or any other agreement or obligation of ICT-FIRMA contained in or made pursuant to this Agreement or any of the Related Agreements; (ii) the Assumed Contracts from and after the Closing Date to the extent assigned on the Closing Date and from and after the effective date of any such Assumed Contract if assigned to ICT-FIRMA after the Closing Date (but only if ICT-FIRMA has received written notice of such post-Closing Date assignment); (iii) the sale, license, use or operation of the Assets from and after the Closing Date; and (iv) the employment or termination of employment of the Transferred Employees from and after the Closing Date.

12.3 LIMITATION ON INDEMNIFICATION OBLIGATIONS. Notwithstanding anything contained in this Article 12 to the contrary, no party shall assert a Claim against the other party for indemnification hereunder, unless and until the amount of all Damages determined to have been incurred or suffered at the time by the Indemnified Party exceeds, in the aggregate, EUR 200,000, (the "Threshold Amount") and then only for the excess of such amount. The parties hereto further acknowledge and agree that the total indemnification obligations of each party hereto under this Agreement shall not exceed, in the aggregate for such party, EUR 10.000.000. The foregoing limitations shall not apply to Claims made by a party with respect to fraud on the part of the other party or a breach by the other party of any representation or warranty in this Agreement or any Related Agreement, of which such breaching party had knowledge on or prior to the Closing.

12.4 CONSEQUENTIAL DAMAGES. No party hereto shall have any liability under any provision of this Agreement for, and in no event shall any party's Threshold Amount be applied to, any consequential, special or indirect Damages, including lost profits.

**ARTICLE 13 - TERMINATION**

13.1 METHODS OF TERMINATION. The transactions contemplated herein may be terminated and/or abandoned at any time prior to the Closing:

13.1.1 MUTUAL CONSENT. By the mutual written consent of YHTIÖ and ICT-FIRMA;

13.1.2 FAILURE TO CLOSE. By either YHTIÖ or ICT-FIRMA, if the Closing shall not have occurred prior to \_\_.\_\_20\_\_, provided, however, that the right to terminate this Agreement under this Article 13.1.2 shall not be available to any party whose failure to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur prior to such date;

13.1.3 NON-FULFILLMENT OF YHTIÖ'S CONDITIONS. By YHTIÖ, if any of the conditions set forth in Article 3.2 becomes incapable of fulfillment and is not waived by YHTIÖ;

13.1.4 NON-FULFILLMENT OF ICT-FIRMA'S CONDITIONS. By ICT-FIRMA, if any of the conditions set forth in Article 3.3 becomes incapable of fulfillment and is not waived by ICT-FIRMA;

13.1.5 CHANGE IN CONTROL OF ICT-FIRMA. By YHTIÖ at any time prior to the Closing upon a Change of Control of ICT-FIRMA.

13.2 PROCEDURE UPON TERMINATION PRIOR TO CLOSING. In the event of termination or abandonment pursuant to Article 13.1 hereof, written notice thereof shall be given to the other party hereto and the transactions contemplated by this Agreement shall be terminated and/or abandoned, without further action by ICT-FIRMA or YHTIÖ. If the transactions contemplated by this Agreement are terminated and/or abandoned as provided herein, each party will redeliver all documents, work papers, confidential information and other material of the other party relating to the transactions contemplated hereby, whether obtained before or after the execution of this Agreement, to the party furnishing the same. A party hereto who shall have satisfied in full all of the obligations of such party under this Agreement which were to have been satisfied by such party prior to the Closing and who shall have not breached any representation, warranty, covenant or agreement of such party contained in this Agreement shall not have any liability or further obligation to the other party to this Agreement.

**ARTICLE 14 - MISCELLANEOUS**

14.1 PUBLICITY. Each of the parties acknowledges the importance of appropriate disclosures in positioning the relationship between the two companies to the distribution channel, the press, customers and others.

14.1.1 PRESS RELEASE. Within one business day following the Execution Date, ICT-FIRMA and YHTIÖ will jointly issue a press release regarding the execution of this agreement in a form mutually agreed by and between ICT-FIRMA and YHTIÖ.

14.1.2 PUBLIC STATEMENT. Within thirty (30) days after the Execution Date, ICT-FIRMA and YHTIÖ shall issue a mutually agreed upon public statement of direction for the integration and migration of the Software customers.

14.1.3 WEBSITE ANNOUNCEMENT. Within thirty (30) days following the Closing Date, ICT-FIRMA shall add a description of the Software as ICT-FIRMA product to a prominent location on ICT-FIRMA's website.

14.1.4 PROMOTION. During the 12-month period following the Closing Date, YHTIÖ shall use its commercially reasonable efforts to advertise and promote ICT-FIRMA's products in YHTIÖ's various corporate marketing activities, including web sites, advertising, and general marketing.

 14.1.5 SPEECHES. Within a reasonable time following the Closing Date, ICT-FIRMA shall cause keynote speeches at prominent software industry events to be given by ICT-FIRMA's CEO and other ICT-FIRMA Senior Executives describing the benefits to ICT-FIRMA resulting from adding the Software to ICT-FIRMA's product portfolio.

14.1.6 CUSTOMER VISITS. Promptly following the Execution Date, ICT-FIRMA and YHTIÖ Senior Executives shall make joint visits to key ICT-FIRMA and YHTIÖ customers to articulate first-hand the benefits of the consummation of the transactions contemplated hereby.

14.1.7 SALES. ICT-FIRMA shall continue to promote and sell the Software with similar efforts made for ICT-FIRMA's product until the Successor Software becomes commercially available (including any enhancements or modifications thereto developed pursuant to the Consulting Agreement).

14.1.8 FUTURE PRESS RELEASES. Each of the parties agrees that until six (6) months following the Closing, no press release or other disclosures by company representatives shall conflict with the initial press releases approved by the parties pursuant to Article 14.1.1 hereof without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed. Approval shall be deemed to have been given if there is a written response to a proposed release or disclosure is not delivered to the requesting party within two (2) business days after delivery of a request for such approval.

14.2 NOTICES. All notices, requests, demands and other communications which are required or may be given pursuant to the terms of this Agreement shall be in the English language, in written or electronic form and shall be deemed delivered (i) on the date of delivery when delivered by hand, (ii) on the date of transmission when sent by e-mail (iii) one day after dispatch when sent by overnight courier maintaining records of receipt.

14.3 RELATIONSHIP OF THE PARTIES. It is understood and agreed that each of the parties hereto is an independent contractor, and that neither party is, or shall be considered to be, by virtue of this Agreement, an agent or representative of the other party for any purpose.

14.4 ASSIGNMENT. Neither party may assign this Agreement except in connection with a merger, consolidation, or sale of all or substantially all of the assigning party's relevant business or assets, or with the prior written consent of the other party.

14.5 BINDING EFFECT. This Agreement shall be binding on all parties hereto, and shall be binding upon and inure to the benefit of each party and its respective permitted successors and assigns.

14.6 WAIVER; MODIFICATION; AMENDMENT. No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other different, or subsequent, breach by either party. This Agreement, including the Schedules and Exhibits attached hereto may not be modified or amended except by an instrument in writing duly signed by or on behalf of the parties hereto.

14.7 FORCE MAJEURE. Each of the parties hereto shall exert diligence in performing its obligations under this Agreement, but neither shall be liable in any manner whatsoever for failure to perform or delay in performing such obligations, if and to the extent and for so long as such failure or delay in performance or breach is due to natural disasters, strikes or labor disputes, natural forces, or other acts of God or cause reasonably beyond the control of such party. Any party desiring to invoke this Article 14.7 shall notify the other in writing of such desire and shall use reasonably efforts and due diligence to resume performance of its obligations.

14.8 UNITED NATIONS. The parties expressly exclude, if applicable, the application of the United Nations Convention on Contracts for the International Sale of Goods.

14.9 SEVERABILITY. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic and practical effect as the original provision and the remainder of this Agreement will remain in full force and effect.

14.10 NO INTERPRETATION AGAINST DRAFTER. The terms and provisions of this Agreement shall not be construed against the drafter or drafters hereof. All parties hereto agree that the language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any of the parties hereto.

14.11 GOVERNING LAW; ARBITRATION. This Agreement shall be governed and enforced in accordance with the substantive laws of Finland. In the event of any dispute arising out of this Agreement or the breach thereof, the Parties hereto shall use their best endeavours to settle such disputes. To this effect they shall consult and negotiate with each other, in good faith and understanding of their mutual interests, to reach a solution satisfactory to both Parties. If the Parties do not reach such solution within a period of thirty (30) days, then the disputes shall be finally settled by arbitration in Helsinki, Finland in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators designated in conformity with those ICC Rules. The language of the proceed­ings, docum­en­tation and award shall be English. The award of arbitration shall be final and binding upon Parties hereto.

14.12 ENTIRE AGREEMENT. This Agreement, together with the Schedules and Exhibits attached hereto, constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations and agreements with respect thereto, whether written or oral.

14.13 COUNTERPARTS. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

14.14 TERMS GENERALLY. Whenever the context requires, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". All references to "party" and "parties" shall be deemed references to the parties to this Agreement unless the context shall otherwise require. The terms "this Agreement", "hereof", "hereunder", and similar expressions refer to this Agreement and not to any particular Article or other portion hereof and include any agreement supplemental hereto. All references to Articles, paragraphs, Schedules and Exhibits shall be deemed references to Articles of, paragraphs of, and Schedules and Exhibits to, this Agreement unless the context shall otherwise require. The term "or" is used in its inclusive sense ("and/or").

 14.15 EXPENSES. Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement such costs and the transactions contemplated hereby shall be paid by the party incurring expenses, whether or not the Closing shall have occurred.

14.16 REMEDIES CUMULATIVE; SPECIFIC PERFORMANCE. All remedies, afforded to the parties under this Agreement or any Related Agreement, Applicable Law or otherwise, shall be cumulative and not alternative. Each of the parties agrees that in the event of any breach or threatened breach by a party of any provision of this Agreement or any Related Agreement, the other party shall be entitled, in addition to any other rights or remedies it may have, to a decree or order of specific performance or mandamus to enforce the observance and performance of such provision and an injunction restraining such breach or threatened breach.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed

by their duly authorized representatives, effective as of the date first above

written.

**YHTIÖ OY**

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

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

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

**ICT-FIRMA AB**

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

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

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

**SCHEDULES**

These Schedules are being delivered by YHTIÖ to ICT-FIRMA pursuant to the Asset Purchase Agreement dated \_\_.\_\_.20\_\_ (the "Agreement") to be executed by and between YHTIÖ and ICT-FIRMA, of which these Schedules are a part. Unless otherwise defined in these Schedules, all capitalized terms used herein shall have the meanings ascribed to them in the Agreement. Each Exhibit and Schedule attached hereto is incorporated herein by reference and forms part of these Schedules.

**SELLER'S SCHEDULES**

* *liitteiden numerointi tässä pohjassa pääsopimuksen numeroinnin mukaisesti*

**BUYER'S SCHEDULES**

* *liitteiden numerointi tässä pohjassa pääsopimuksen numeroinnin mukaisesti*

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**LIST OF EXHIBITS**

**EXHIBIT I FORM OF CONSULTING AGREEMENT**

**EXHIBIT II FORM OF DISTRIBUTION AGREEMENT**