**ASSET PURCHASE AGREEMENT**

***- software-teknologian ostosopimus myyjän näkökulmasta***

Sopimuspohja tehty myyjän 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 "AFFILIATE" means, with respect to any person, any other person directly or indirectly controlling, controlled by, or under common control with such first person.

2.2 "ASSETS" means and includes the following:

2.2.1 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;

2.2.2 the inventory and the documentation;

2.2.3 the Assumed Contracts;

2.2.4 the physical assets and the user list;

2.2.5 the Proprietary Rights;

2.3 "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 2.3 attached hereto and made a part hereof.

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

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

**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 The representations and warranties of ICT-FIRMA contained in this Agreement and given during the Due Diligence process shall be true and correct in all material respects as of the Closing. 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.

3.3 There shall not have occurred any material adverse change since the date of this Agreement.

3.4 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:

* The Purchase Price in cash by wire transfer of immediately available funds.
* 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**

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.

**ARTICLE 5 - CONSIDERATION**

5.1 TRANSFER 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"): Two Million Euros (EUR 2.000.000), 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**

6.1 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.

6.2 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 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.

**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. 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 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.

 **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 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.

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).

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 100,000, (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 500.000. 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 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.

14.1.5 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).

14.2 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.

**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*

= = = = = =

**LIST OF EXHIBITS**

**EXHIBIT I FORM OF CONSULTING AGREEMENT**

**EXHIBIT II FORM OF DISTRIBUTION AGREEMENT**