**SOFTWARE LICENSE, BUNDLING AND DISTRIBUTION AGREEMENT**

**(LISENSSINSAAJAN NÄKÖKULMA)**

\* Sopimuspohja tehty lisenssinsaajan näkökulmasta tilanteeseen, jossa digitaalisen materiaalin tuottaja lisensioi tuotteensa jakelijayritykselle, joka maksaa levitysoikeudesta royalty-maksuja.

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 15, 20\_\_***

**SOFTWARE LICENSE, BUNDLING AND DISTRIBUTION AGREEMENT**

**THIS SOFTWARE LICENSE, BUNDLING AND DISTRIBUTION AGREEMENT** is entered into as of January 15, 20\_\_ ("Effective Date") between ICT Company Oy., a Finnish corporation having its principal place of business at Pääkatu 1, Helsinki, Finland ("Company") and Innovation and Developing Corporation Oy, a Finnish corporation having its principal place of business at Sivukatu 1, Espoo, Finland ("Developer").

**RECITALS**

Company is in the business of manufacture, sale, licensing and distribution of software including the sale and distribution of third party products in combination with Company manufactured products.

Company desires the right, on its own behalf and on behalf of its subsidiaries, to copy and/or distribute proprietary software products owned by Developer to authorized Company resellers and end users in combination with Company and/or third party software products.

Developer desires to grant Company and its subsidiaries the non-exclusive right to copy and/or distribution of Developer's proprietary software products, and for the exhibits to this Agreement to define the terms and conditions specific to each respective product of Developer.

**NOW THEREFORE** Company and Developer hereby agree as follows:

**ARTICLE 1 - DEFINITIONS**

1.1 "Agreement" means this Software License, Bundling and Distribution Agreement, including all exhibits and attachments hereto.

1.2 "Company means collectively, Company and all Company Subsidiaries.

1.3 "Company Software" means any Company labeled software product.

1.4 "Company's Subcontractor" means an independent subcontractor(s) who provides software reproduction, bundling and/or distribution services to Company.

1.5 "Bundle" means the combination of (a) software products ("Soft Bundle") or (b) software products and hardware products ("Hard Bundle") as specified in Exhibit 1 which are to be assembled and/or packaged for sale by Company as a unit under this Agreement, which unit includes a Program Copy (or coupon evidencing right to receive a copy) and any related Documentation.

1.6 "Confidential Information" means: (a) any information relating to the parties' product plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how; (b) any information that is designated by the disclosing party as confidential writing or, if disclosed orally, reduced in writing and designated as confidential within thirty (30) days; and (c) the terms and conditions of this Agreement; provided, however, that "Confidential Information" shall not include information that: (i) was generally available to the public at the time of receipt from the disclosing party, or thereafter becomes generally available to the public other than through a breach of this Agreement by the recipient party; (ii) is known to the recipient party on a non-confidential basis prior to its receipt from the disclosing party; (iii) is disclosed with the prior written consent of the disclosing party; (iv) becomes known to the recipient party from a source other than the disclosing party without breach of this Agreement by the recipient party; (v) was required to be disclosed pursuant to law; or (vi) was developed independently by personnel of the recipient party who had no substantive knowledge of the disclosing party's Confidential Information at the time of such independent development.

1.7 "Customer" means any person or entity who purchases a Bundle from Company or Company's Subcontractor, whether as a Reseller or End User.

1.8 "Developer" means the individual or entity identified in the opening paragraph of this Agreement, who is either the owner of the Program or who has the right to enter into this Agreement on behalf of the owner by written agreement with the owner.

1.9 "Distribution Area" means those countries or geographic regions of the world in which Company is authorized to distribute the Bundles as defined in Exhibit 1.

1.10 "Documentation" means the documents or other information pertaining to each Program, which items are to be distributed to Customers in combination with said Program (whether in the form of printed materials or software residing on the same media as the Program), as specified in the corresponding Exhibit 1.

1.11 "Documentation Master" means, if Company is responsible for reproduction of printed copies of any of the Documentation pursuant to Exhibit 2, the master copy of such Documentation (in electronic or other form), including any applicable artwork and/or film, to be delivered to Company or Company's Subcontractor for use in such reproduction process.

 1.12 "End User" means the purchase of a Bundle a) by a person for his/her own use; or b) by an entity for its internal use.

1.13 "Hardware" means any Company labeled hardware product.

1.14 "Program" means the most current commercially available version of each of Developer's software programs which Company is authorized to copy, bundle and/or distribute under this Agreement, or any subsequent Amendment hereto.

1.15 "Program Copy" means a copy of a Program residing on the storage media form (e.g., hard disk, CD Rom) in which it is to be bundled and distributed to the Customer, as specified in the corresponding Exhibit 1.

1.16 "Program Master" means the master copy of each Program, to be delivered to Company by Developer in the storage media form described in the corresponding Exhibit 2 for Company's use in manufacture of the Program Copies.

1.17 "Reseller" means a party authorized by Company to purchase the Bundle for resale to End Users and/or to other authorized resellers.

1.18 "Subsidiary" means a corporation, partnership, joint venture, limited liability company or other legal entity at least fifty-one percent (51%) of whose outstanding shares, securities or other ownership rights representing the right to vote for the election of directors or other managing authority are owned or controlled directly or indirectly, by another company.

**ARTICLE 2 - RIGHT TO COPY AND DISTRIBUTE**

2.1 Rights Granted. Developer hereby grants to Company a nonexclusive license, as to each Program, to: (a) make or have made Program Copies from the Program Master, in the media form specified in the corresponding Exhibit 1; (B) make or have made copies of the Documentation from the Documentation Master (if applicable, pursuant to Exhibit 2); (c) assemble the Program Copies and corresponding Documentation in Bundles for distribution; (d) distribute the Program Copies to Customers in the Distribution Area as part of a Bundle; and (e) to, directly or indirectly, do all acts reasonably necessary for the marketing, distribution, and sale of the Bundle. Additionally, Company will have the right to copy, use and distribute, at no cost, a reasonable number of Program Copies of each Program, as part of its software compatibility testing and/or its sales/marketing demonstration programs.

Developer authorizes Company to grant (a) to Company's Subcontractor any of the rights granted Company by this Article2.1; and (b) to Company's Resellers any of the same rights to market, distribute and sell the Program(s) as part of a Bundle, including the right to distribute to other Resellers.

2.2 No Obligation. Company shall have no obligation to distribute the Program, either as part of a bundle or a standalone unit, with any specific Company Hardware or Company Software or to distribute any given number of Program Copies.

2.3 Developer's Ownership. Developer retains all rights, title, and interest to: (i) each Program; (ii) Developer's service marks, trademarks and/or trade names; and (iii) all copyrights, patent rights or trade secret rights associated with each of the Programs and the Documentation.

 2.4 Copyright and Trademark Rights. In connection with Company's marketing and distribution of the Bundle, Developer grants to Company, Company's Subcontractors and Company's Resellers the non-exclusive, non-transferable right during the term of Company's rights of distribution under this Agreement to use (a) all copyrighted materials contained in the Program(s) (including but not limited to screen shots from the Program(s)), the Documentation, and any packaging or other materials provided by Developer and (b) all trademarks associated with the Program(s).

 2.5 Limitations on Use. Company shall not use or duplicate any Program for any purpose other than as specified in this Agreement. Company shall not disassemble, decompile, reverse engineer, modify or otherwise change any part of a Program.

**ARTICLE 3 - DEVELOPER'S RESPONSIBILITIES**

3.1 Transfer of Master Copies. The Developer shall provide to Company or Company's Subcontractor, at no cost, the Program Master and, if Company is responsible for reproduction of the Documentation, the Documentation Master, both according to the Schedule set forth in the corresponding Exhibit 2.

3.2 Program Compatibility. The Developer shall verify the compatibility of the Program with the Company system software version defined in the corresponding Exhibit 2. Upon request, Developer's test methodology and a brief summary of the test results shall be provided to Company. Developer shall provide to Company, at no cost, a reasonable number of additional copies of the Program for testing. Company shall have the right to test each Program for compatibility with the Company Hardware, Company Software and/or any third party product to be bundled with the Program. Company's acceptance of the Program for inclusion in the Bundle ("Acceptance") shall be conditioned upon satisfactory completion of all compatibility testing, as determined by Company in its sole discretion.

3.3 Developer's Points of Contact. As set forth in Exhibit 2, Developer has identified its primary contact, together with a list of its representatives having responsibility for resolution of increasingly critical issues related to this Agreement. In the event of any change in names of these points of contact, Developer will immediately notify Company of the replacement representative.

3.4 Delivery of Purchased Documentation. If printed copies of the Documentation are to be purchased from Developer pursuant to the corresponding Exhibit 2, upon receipt of an authorized purchase order from Company or Company's Subcontractor, Developer will deliver the number of requested copies of the Documentation to the address indicated. Documentation shall be delivered on or before the shipment date set forth in the purchase order. In addition, Developer will provide Company, at no cost, with advance copies of the Documentation according to the schedule set forth in the corresponding Exhibit 2.

3.5 End User Support. Developer will provide End Users with the same level of support normally provided to customers who purchase its Program through Developer's standard primary distribution channels. This includes, but is not limited to, providing Program upgrades, technical support and related materials. Company is under no obligation to provide any End User support or training for any Program. All End User support requests received by Company will be referred to Developer.

 3.6 Technical Support and Training. Developer will provide reasonable technical support and training to Company or Company's Subcontractor, if requested by Company. As set forth in Exhibit 2, Developer has identified its representative(s) having primary responsibility for coordinating/resolving technical support issues related to the Program. In the event that Company elects to participate in the resolution of an End User's technical problem, the Developer shall provide a problem resolution/response plan to Company within 2 working days of Company's request.

 3.7 Program Revisions. If Developer plans to revise a Program and distribute such revised version to Developer's customers, at any time during the term of this Agreement and for a period of ninety (90) days thereafter, Developer will submit a summary of the intended functional Program revisions to Company at least ninety (90) days prior to the schedule release of the revision. Developer will make the revised version of the Program available to Company upon release of its golden master from engineering, but in no event later than its production release date, and under the same terms and conditions as the original versions licensed to Company.

**ARTICLE 4 - FEES AND PAYMENT**

4.1 Royalty Fees. Company or Company's Subcontractor will pay to Developer a royalty for each Program Copy. The royalty fee shall be the amount set forth in the corresponding Exhibit 1 minus any applicable withholding required by the taxing authority of the country in which the Bundle is distributed (the "Royalty Fee"). Payment will be made either by Company's Subcontractor based on units manufactured and shipped into Company's Distribution Centers or by Company based on units sold into the distribution channel. Company's and Company's Subcontractor's royalty obligation will accrue on the date of sale to Company's Customer; however, royalty payments to Developer for any quarter will not be due until 45 days after the end of that quarter, based on the applicable Quarterly Report pursuant to Article4.3. Developer may seek payment from Company if Company's subcontractor fails to make payment under this Article4.1.

4.2 Withholding Tax on Royalties. Developer acknowledges that if Company Subsidiary is required by any taxing authority in any country in which the Bundle is distributed to pay a withholding tax on royalties paid for the Program, the Developer will be subject to and liable for such withholding tax. The Developer acknowledges that the Company Subsidiary will act as withholding agent and remit the applicable withholding tax to the applicable taxing authority on behalf of the Developer, notwithstanding that Developer may receive Royalty Fees directly from Company. In such instance, the payment of the Royalty Fee by Company to Developer will be made by Company as agent of the Company Subsidiary.

4.3 Royalty Reporting. As to each Program covered by this Agreement, Company or Company's Subcontractor shall maintain complete and accurate records of the following: (i) the number of Bundles which are either manufactured and shipped to distribution or sold into the Channel; (ii) the number of Program Copies which are Reconfigured pursuant to Article4.5(a); (iii) the number of Customer Returns pursuant to Article4.5(b); and (iv) the amount of any applicable withholding required by the taxing authority in the countries in which the Bundle is distributed pursuant to Article4.2. Within forty-five (45) days after the close of each calendar quarter, Company and/or Company's Subcontractor shall submit a report ("Quarterly Report") to the Developer listing the above information, by each of these four categories, for the preceding quarter.

4.4 Royalty Payments. Company or Company's Subcontractor shall include with each Quarterly Report a royalty payment in accordance with Articles 4.1 and 4.5.

4.5 Royalty Credits. Company and Company's Subcontractor will be entitled to receive credits against its royalty payment obligations based on reconfiguration of Bundles and Reseller and End User returns as follows:

(a) Product Reconfiguration. Company may, at any time and in its sole discretion, elect to reconfigure its inventory items by removal of the Program Copies from existing Bundles ("Reconfiguration"). In such event, Company or Company's Subcontractor shall report in its Quarterly Report the number of Reconfigurations during the prior quarter. No other notice of Reconfigurations will be required to be given to Developer.

(b) Returns. Company may at any time, in its discretion, accept the return of (opened or unopened) Bundles from Resellers and End Users ("Returns"). In such event, Company or Company's Subcontractor shall report on its Quarterly Report the number of Returns during the prior quarter. No other notice of Returns will be required to be given to Developer.

(c) Net Royalty Credits. Company and Company's Subcontractor will be entitled to receive a credit on its quarterly payment obligation equal to the number of Reconfigurations and Customer Returns, up to a total of one hundred (100) units in the prior quarter times the applicable Royalty Fee. If, in any quarter, Company does not owe the Developer a sum equal to or greater than the total credits due as a result of Reconfigurations and/or Returns, Developer shall pay to Company the net credit amount within forty-five (45) days from the date of the Quarterly Report.

 (d) Expiration/Termination. Upon expiration or termination of this Agreement, Company and Company's Subcontractor will have the right to submit reports on, and obtain royalty credits for, up to one hundred (100) units of Reconfigurations and Returns occurring within ninety (90) days after said expiration or termination. Developer shall pay all credits to Company or Company's Subcontractor within forty-five (45) days from the date of such reports.

4.6 Right to Audit. The Developer shall have the right at its expense and on thirty (30) days written notice, to have an independent certified public accountant audit the records of Company or Company's Subcontractor to verify the information provided in the Quarterly Reports. Records subject to audit under this Articleshall extend no more than three (3) years prior to the request date. If, as a result of such audit, an underpayment is verified Company or Company's Subcontractor will rectify payment of inconsistencies or mistakes within thirty (30) days, and, if greater than ten percent (10%) underpayment for any reporting period is found, also reimburse Developer for the cost of the audit. The Developer may exercise its right to audit no more than once per year unless an underpayment of over ten percent (10%) has been discovered in the prior audit. In such cases, the Developer shall have the right to audit once every three months until the results of the last audit show less than a ten percent (10%) underpayment. Audit scheduling shall be by mutual agreement between Company or Company's Subcontractor and the Developer, and all audits must be completed within five working days. Upon completion of the audit the independent certified public accountant shall provide a copy of the report to Company or Company's Subcontractor. Developer acknowledges and agrees that all such records of Company or Company's Subcontractor shall be considered Confidential Information and shall be subject to the restrictions set forth in Article8 of this Agreement.

4.7 Documentation Fee. If Company or Company's Subcontractor will purchase hard copy Documentation from Developer pursuant to the applicable Exhibit 2, Developer will be entitled to the fee stated therein for each hard copy of the Documentation delivered by Developer pursuant to this Agreement ("Documentation Fee"). Documentation Fees will be due within forty-five (45) days of invoice. Developer will not be entitled to any Documentation-related fees if, instead, Company or Company subcontractor is responsible for the copying or hard copy reproduction of the Documentation pursuant to the applicable Exhibit 2.

4.8 Documentation Returns. Unless otherwise noted, for a period of ninety (90) days after the expiration or other termination of this Agreement, Company or Company's Subcontractor may return Documentation in Company's or Company's Subcontractor's inventory that has been purchased from Developer. Developer shall, within thirty (30) days refund or credit Company or Company's Subcontractor an amount equal to the purchase price for such Documentation (per the corresponding Exhibit 2) times the number of copies of such Documentation returned.

**ARTICLE 5 - REPRESENTATIONS AND WARRANTIES**

5.1 Ownership. Developers represents and warrants: (i) that it is the owner of, or has obtained a license from the owner of, all right, title and interest, including copyright, if any, in and to all preexisting images, icons, characters, graphics, sounds, music, photographs, recordings, video, film, animation, cartoons, illustrations, accompanying text, captions, scripts, or related materials in each of the Program(s) and Documentation, or that the preexisting images, icons, characters, graphics, sounds, music, photographs, recordings, video, film, animation, cartoons, illustrations, accompanying text, captions, scripts, or related materials in each of the Program(s) and Documentation are within the public domain and not subject to the protections of copyright law; (ii) that it has obtained or will obtain prior to delivery under this Agreement, all licenses and releases required to enable Company to exercise the license granted in this Agreement, including without limitation, the release of each person or organization whose name, voice, likeness, portrayal, impersonation or performance is included in any Program or Documentation; and (iii) that it has not previously granted and will not grant any rights in any Program to any third party inconsistent with the rights granted to Company herein.

5.2 Program Warranty to Company. Developer warrants that each of the Programs will perform substantially in accordance with the Documentation for one year after delivery of the Program Master.

5.3 Program Warranty to Customer Developer shall provide the sole warranty to the Customer pertaining to the performance of each Program, which warranty shall provide, at a minimum, that the Program is capable of substantially performing the functions described in the Documentation. In addition, if Company or Company's Subcontractor is to purchase Program Copies from Developer rather than reproducing them from the Program Master, then Developer shall provide the sole warranty to the Customer pertaining to the media upon which the Program resides. Developer will incorporate this warranty or warranties into the Program Master and/or the Documentation Master delivered to Company or Company's Subcontractor (or, if Company or Company's Subcontractor purchases the Documentation from Developer rather than reproducing it from the Documentation Master, into the Documentation). In no event shall Company be liable to the Developer for any failure by a Customer to comply with the terms and conditions of any end-user license agreement for the Program.

5.4 No Company Program Warranty. Company shall not provide any warranty whatsoever to Customer with respect to the Program, including, without limitation any warranty related to Program content or functionality, or any warranty against viruses or bugs contained in the Program. In no event will Company be responsible to Customer for any damage caused by any Program. Company may provide a limited warranty on the media on which the Program Copy resides when it is Company's or Company's Subcontractor responsibility to reproduce the Program Copy onto media from the Program Master.

5.5 Replacement Copies of the Program. In the event that Company or Company authorized service provider elects to provide Customer with a replacement for a defective or damaged Program Copy, no additional fee will be due Developer for the replacement copy or the related Documentation.

**ARTICLE 6 - INDEMNIFICATION**

6.1 Proprietary Rights Indemnity. Developer agrees to defend, indemnify and hold harmless Company and Company's affiliates, directors, officers, employees, agents and contractors from any and all losses, damages, liabilities, costs, expenses (including reasonable attorney's fees), judgments or settlement amounts arising out of or in connection with any claim that the marketing, sale or use of a Program infringes any patent, copyright, trademark, trade secret, privacy right, right of publicity or other proprietary right of a third party.

6.2 Duty to Correct. If any Program becomes or is likely to become the subject of a claim or action covered by Article6.1 Developer will, at its expense, either: (i) procure for Company the past right to make, use and sell and the future right to continue to make, use and sell the Program or (ii) replace or modify the Program to make it non-infringing, provided that the same function is performed by the replacement or modified Program to Company's satisfaction. If Developer reasonably believes that the past and future rights to continue to make, use and sell cannot be procured and the Program cannot be replaced or modified at reasonable expense, Developer may discontinue the Program by notice to Company, whereupon Company will cease further marketing and distribution of that Program and the Agreement will be terminated partially as to that Program.

6.3 General Indemnity. Developer agrees to defend, indemnify and hold harmless Company, and Company's affiliates, directors, officers, employees, agents and contractors, from and against any and all losses, damages, liabilities, costs, expenses (including costs and reasonable fees of attorneys and other professionals), judgments or settlement amounts arising out of or in connection with a claim that any of the Program(s) caused injury or damage to persons or property, or a claim that any Program failed to perform as represented or was defective.

**ARTICLE 7 - LIMITATION OF LIABILITY**

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO BREACH OR FAILURE TO PERFORM UNDER THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Company's total liability (i.e., the total liability of Company and all Company subsidiaries) for all damages, losses and causes of action, whether in contract, tort (including negligence) or otherwise, shall in no event exceed the amount paid by Company (i.e., Company and all Company subsidiaries) to Developer pursuant to this Agreement.

**ARTICLE 8 - CONFIDENTIALITY**

8.1 Disclosure: Standard of Care. The parties acknowledge that, in the course of performance of their obligations under this Agreement, each party may disclose Confidential Information to the other. Each party will protect the other's Confidential Information from unauthorized dissemination and use with the same degree of care that each such party uses to protect and safeguard its own like information, but not less than the degree of care that would be exercised by a prudent person given the sensitivity and strategic value of such Confidential Information. Confidential Information shall be disclosed only to the employees of the recipient who have a "need to know" and who have executed an internal nondisclosure agreement at least as restrictive as the terms of this Agreement. Developer shall not disclose any Confidential Information to any third party without first obtaining Company's written consent to such disclosure.

8.2 No Warranties, Reproductions or Liability. In furnishing any Confidential Information hereunder, Company makes no warranty, guarantee or representation, either express or implied (a) as to the adequacy, accuracy, sufficiency or freedom from defect of such Confidential Information, or (b) that the use or reproduction of any Confidential Information received hereunder shall be free from any patent, trade secret or copyright infringement.

**ARTICLE 9 - TERM AND TERMINATION**

9.1 Term. This Agreement shall commence on the Effective Date, shall continue in full force and effect for a period of one (1) year, and shall be automatically renewed thereafter for successive one (1) year periods unless notice of intent not to renew is received by either party at least ninety (90) days prior to the commencement of any subsequent term.

9.2 Termination Without Cause. Company shall have the right to terminate this Agreement at will, with or without cause, upon thirty (30) days written notice.

9.3 Termination For Cause. Either party will have the right to terminate this Agreement immediately upon written notice at any time if:

(a) The other party is in material breach of any term, condition or covenant of this Agreement other than those contained in Article 8.1 and fails to cure that breach within thirty (30) days after written notice of such breach;

(b) The other party is in material breach of any term, condition or covenant of this Agreement contained in Article 8.1; or

 (c) The other party: (i) becomes insolvent; (ii) fails to pay its debts or perform its obligations in the ordinary course or business as they mature; or (iii) makes an assignment for the benefit of creditors.

9.4 Archiving/Destruction of Program Master Copies. Upon expiration or termination of this Agreement, Company or, if applicable, Company's Subcontractor, shall archive or destroy each Program Master and, if applicable, each Documentation Master received from Developer.

9.5 Right to Distribute After Termination. Upon expiration or termination other than for cause of the Agreement and subject to payment -- obligations in Article4, Company and Company's Subcontractor shall continue to have the right to (a) distribute Program Copies of the Program(s) until the end of the product life cycle of all Bundles current at the time of termination or expiration; and (b) distribute all Bundles in inventory until such bundles are exhausted.

**ARTICLE 10. GENERAL TERMS**

10.1 Non-exclusivity. Nothing in this Agreement shall prevent either party from entering into a similar agreement with any other party. This Agreement shall not be construed to restrict either party from engaging in any activities with respect to the other party's competitors' products or services.

10.2 Relationship of the Parties. In all matters relating to this Agreement, Company is an independent contractor. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party. Nothing stated in this Agreement shall be construed as constituting Company and Developer as partners or joint venturers, or as creating the relationship of employer and employee, principal and agent, master and servant, or licensor and licensee between Company and Developer.

10.3 No Assignment. This Agreement is not assignable by either party without the prior written consent of the other party. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their successors, and permitted assigns.

10.4 Notice. All notices sent to Company shall be sent to the following address: xxxxxxxxxxxxxx ATTN: Mr Matti Meikäläinen.

10.5 Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of Finland, except that body of law known as Conflicts of Law. All actions or proceedings arising directly or indirectly between the parties shall be litigated in court located in Helsinki, Finland.

10.6 Severability. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and shall be construed so as to best effectuate the intention of the parties in executing it.

10.7 No Waiver Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of the right to thereafter enforce that or any other provision of this Agreement.

10.8 Survival. Any obligations which either expressly or by their nature are to continue after the termination or expiration of this Agreement shall survive and remain in effect.

10.9 Modification. Any modifications of this Agreement must be in writing and signed by both parties hereto.

10.10 Force Majeure. Neither party shall be liable for any failure or delay in the performance of an obligation hereunder on account of strikes, riots, fires, explosions, acts of nature, war, governmental action, or any other cause which is beyond the reasonable control of such party.

10.11 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and any and all written or oral Agreements heretofore existing between the parties are expressly canceled. Developer acknowledges that it is not entering this Agreement on the basis of any representations not expressly contained herein.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives.

**Date: Date:**

**Place: Place:**

**Company Oy Developer Oy**

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**EXHIBIT 1**

**EXHIBIT 2**