**CO-BRANDING AGREEMENT**

Sopimuspohjassa yhtiö ja sen yhteistyökumppaniyritys XYZ tekevät yhteistyötä internet-näkyvyydessä ja www-sivuilla sekä antavat tavaramerkkiensä ja muiden tunnustensa esiintyä rinnakkain määräaikaisella yhteistyöjärjestelyllä. Sopimuspohjassa yhtiöllä on määräysvalta yhteisbrändäyksen ulkoasusta ja yhteistyökumppani joutuu hyväksyttämään omat ulkoasuehdotuksensa yhtiöllä. Sopijapuolet voivat sopia erillisessä liitteessä minkä suuruisia korvauksia ja maksuja yhteistyöhön liittyy.

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\_\_*

**CO-BRANDING AGREEMENT**

This Co-Branding Agreement (the "Agreement") is entered into as of January 15, 20\_\_ (the "Effective Date") by and between Yhtiö.com, Inc., with its principal place of business at Pääkatu 1, 00100 Helsinki, Finland ("Yhtiö"), and The XYZ Company, with its principal place of business at Sivukatu 1, 00100 Helsinki, Finland ("XYZ").

**1. DEFINITIONS**

(a) "XYZ Banners" means any banner, button, text or similar ads XYZ provides to Yhtiö in connection with this Agreement.

(b) "XYZ Content" means any content or information (including without limitation any text, music, sound, photographs, video, graphics, data or software), in any medium, provided by XYZ to Yhtiö (other than XYZ Banners), as part of the Service or on the Co-Branded Pages, including any content specified in Exhibit A.

(c) "XYZ Marks" means all XYZ domain names, trademarks, logos, and other graphics reasonably necessary or desirable for Yhtiö to perform under this Agreement.

(d) "XYZ Site" means the XYZ-branded (i.e., non-co-branded) version of the Service and associated pages.

(e) "Co-Branded Pages" means all pages of the Service (including, without limitation, any Java screens associated with the Service or emails or other direct communications sent to Users by operation of the Service).

(f) "Domain Name" means the domain name described in Exhibit A.

(g) "Launch Date" means the first date on which the Service is made publicly available.

(h) "Marks" means the XYZ Marks or Yhtiö Marks, as applicable.

(i) "Net Revenues" means all monetary consideration Yhtiö actually receives for *abcde*-based advertisements and promotions (other than those for its commerce partners) delivered in connection with the Co-Branded Pages, less a sales and administration fee of 15%.

(j) "Page Templates" means Yhtiö's standard page layout templates, as revised by Yhtiö from time to time.

(k) "Service" means the services described in Exhibit A, as changed over time in accordance with this Agreement, which are co-branded using the Page Templates. The Service also includes any XYZ-operated back-end administration tools or pages used by Yhtiö or XYZ to exchange data in accordance with this Agreement.

(l) "Shadow Site" means the password-protected site where the Co-Branded Pages are made available for Yhtiö's review and approval prior to being made publicly available.

(m) "Yhtiö Marks" means all Yhtiö domain names, trademarks, logos, and other graphics reasonably necessary or desirable for XYZ to perform under this Agreement.

(n) "Yhtiö Site" means all pages under the Yhtiö.com domain.

(o) "User" means any person who accesses any Co-Branded Page.

**2. DEVELOPMENT AND IMPLEMENTATION**

**2.1 Pre-Launch Deliverables**

 On or around \_\_\_\_\_\_15, 20\_\_, Yhtiö shall deliver to XYZ the Page Templates and the other materials specified in Exhibit A.

**2.2 Initial Development**

 XYZ shall develop the Co-Branded Pages using the Page Templates and take all other steps required to co-brand the Service in accordance with Exhibit A. In addition, if Yhtiö is passing any user data to XYZ, Yhtiö's standard automatic partner registration procedure shall apply, and XYZ shall perform the development necessary to use such procedure. The current automatic partner registration procedure is described in Exhibit D. XYZ shall make the Service implementation available to Yhtiö on the Shadow Site prior to making it publicly available. XYZ shall not make the initial Service implementation publicly available without Yhtiö's prior written approval. Unless otherwise specified, each party shall be responsible for all development, hosting and other costs associated with the pages living on their servers and all emails they send.

**2.3 Changes**

Yhtiö shall have sole control over the Service's look and feel, and XYZ shall not make any change in the Service's look and feel without Yhtiö's prior consent. Further, XYZ shall notify Yhtiö if XYZ changes or adds any functionality of the services described in Exhibit A (as modified by XYZ over time) as implemented on the XYZ Site. Unless requested by Yhtiö, XYZ shall implement such changes or additions to the Service and make such implementation available on the Shadow Site for Yhtiö's approval within 30 days of their introduction on the XYZ Site. However, under no circumstances shall XYZ offer Users any community features (such as email, chat, message boards, or the ability to create home pages) from the Co- Branded Pages without Yhtiö's consent, and if XYZ desires to do so, the parties will work together to discuss appropriate implementations. XYZ shall make available via the Shadow Site all changes to the Service or the Co-Branded Pages completed in this Section 2, and XYZ shall not implement such changes on the publicly available Service or Co-Branded Pages until it has received Yhtiö's approval.

**2.4 Service Operation**

XYZ shall host and operate the Service under the Domain Name in accordance with the terms of Exhibit B.

**2.5 Rebranding**

 If requested by Yhtiö, XYZ shall implement on the Co-Branded Pages new versions of the Page Templates if Yhtiö changes the Page Templates across Yhtiö Site generally. Further, if requested by Yhtiö, XYZ shall create additional branded versions of the Service and Co-Branded Pages branded with the branding of Yhtiö's distribution partners, which branded versions shall be implemented within 30 days and subject to approval in accordance with this Section 2.

**2.6 XYZ Content**

XYZ shall provide XYZ Content to Users via the Co-Branded Pages, except that XYZ shall deliver to Yhtiö those elements of XYZ Content residing on Yhtiö's servers in accordance with the terms of Exhibit A. Unless otherwise directed by Yhtiö, the Co-Branded Pages shall include all of the content displayed on the XYZ Site, and the XYZ Content shall be updated to keep the Co-Branded Pages in parity with the XYZ Site. Any nonconformance with the terms of the frequency/quantity columns of Exhibit A shall permit Yhtiö to terminate immediately if the breach is not cured within 12 hours.

**2.7 Navigation**

XYZ shall not, in conjunction with the Service, use any interstitials, pop-up windows, other intermediate steps or any other technology or content which acts as a barrier to the transition of a User from Yhtiö Site to the Co-Branded Pages, nor shall XYZ otherwise frame the Co-Branded Pages or use any other technology which interferes with or affects the page layout of such pages. All Co-Branded Pages shall link back to Yhtiö Site as specified by Yhtiö.

**2.8 User Relations**

XYZ shall be responsible for providing all customer support regarding the Service or the Co-Branded Pages, and Yhtiö may redirect to XYZ any associated customer support inquiries. XYZ shall have sole control over the user agreement that governs the Service, and XYZ shall have the sole responsibility for dealing with breaches of such user agreement. However, if Yhtiö has an issue with the user agreement or XYZ's enforcement of it, the parties shall discuss such issues in good faith. Furthermore, XYZ's privacy policy shall make any disclosures, or obtain any User consent, reasonably requested by Yhtiö that the parties believe are necessary to make the disclosures about Users back to Yhtiö required by this Agreement. All Users shall be treated at least as favorable in all respects (including without limitation with respect to pricing, quality of service, and customer support responsiveness) as XYZ treats users of the XYZ Site.

**2.9 Database Synchronization**

 If requested by Yhtiö and if XYZ captures relevant information, XYZ shall use reasonable efforts to cooperate with Yhtiö to implement ways for Yhtiö to capture User information to the extent that such information would change the relevant information in Yhtiö's databases.

**2.10 Promotions**

Following the Launch Date, the parties shall conduct the promotions specified in Exhibit A.

**3. ADVERTISING**

**3.1 Ad Sales**

Yhtiö shall have sole control over all advertising and promotion inventory on the Co-Branded Pages. XYZ shall not introduce any advertising spots or third party branding in conjunction with the Co-Branded Pages or the Service without Yhtiö's approval. If, after Yhtiö (or its designee) uses commercially reasonable efforts to sell such inventory, there remains unsold inventory, then Yhtiö may, in its sole discretion, place house or barter ads in such inventory.

**3.2 Ad Serving**

Yhtiö or its designee shall be solely responsible for serving all advertisements and promotions in connection with the Co-Branded Pages. Yhtiö shall provide XYZ with ad serving code, which XYZ shall implement at its own expense on all Co-Branded Pages. Yhtiö hereby grants to XYZ a nonexclusive license to use such code solely to permit Yhtiö or its designee to serve ads in connection with the Co-Branded Pages. XYZ shall notify Yhtiö at least 15 days prior to making any changes that would affect serving ads on the Co-Branded Pages.

**3.3 XYZ Banners**

XYZ shall deliver to Yhtiö any XYZ Banners which are to be run in accordance with this Agreement. Such banners shall comply with Yhtiö's then-current technical standards. The terms of any insertion order or similar document regarding the XYZ Banners are expressly rejected, except to the extent that they specify the location, timing or duration of the display of the XYZ Banners and such terms are accepted by Yhtiö. Unless mutually agreed otherwise, XYZ Banners shall link to the Co-Branded Pages. Yhtiö may request that XYZ Banners be co-branded with Yhtiö Marks, in which case the parties shall work together to develop a mutually acceptable implementation. Yhtiö may approve or reject any XYZ Banner in its sole discretion. Yhtiö shall use commercially reasonable efforts not to run banners on the Co-Branded Pages for the companies enumerated on Exhibit C. XYZ may update Exhibit C from time to time during the term; however: (a) XYZ may not add any site or company to Exhibit C which is not reasonably considered to be in the online auctions business, and (b) if XYZ adds any new sites or companies to Exhibit C, Yhtiö shall be entitled to complete any contractual obligations pursuant to contracts in place with such sites or companies at the time of addition.

**4. LICENSES AND STANDARDS**

**4.1 Content**

XYZ hereby grants to Yhtiö a non-exclusive, worldwide license to use, reproduce, create derivative works of (only as necessary to build pages in a manner consistent with this Agreement), publicly display, publicly perform and digitally perform XYZ Banners, and those elements of the XYZ Content served from Yhtiö's servers (as denoted in Exhibit A), on Yhtiö Site or otherwise as reasonably appropriate to advertise and promote the Service and the Co-Branded Pages. Subject to the approval process in Section 2, Yhtiö hereby grants to XYZ a non-exclusive, worldwide license to use, reproduce, create derivative works of (only as necessary to build Co- Branded Pages), publicly display, publicly perform and digitally perform the Page Templates on Co-Branded Pages.

**4.2 Trademarks**

XYZ hereby grants to Yhtiö a non-exclusive license to use the XYZ Marks (including the Domain Name if applicable) to advertise and promote the Service. 4 Yhtiö hereby grants to XYZ a non-exclusive license to use Yhtiö Marks (including the Domain Name if applicable) on the Co-Branded Pages.

**4.3 Trademark Restrictions**

The Mark owner may terminate the foregoing trademark license if, in its reasonable discretion, the licensee's use of the Marks tarnishes, blurs or dilutes the quality associated with the Marks or the associated goodwill and such problem is not cured within 10 days of notice of breach; alternatively, instead of terminating the license in total, the owner may specify that certain licensee uses may not contain the Marks. Title to and ownership of the owner's Marks shall remain with the owner. The licensee shall use the Marks exactly in the form provided and in conformance with any trademark usage policies. The licensee shall not take any action inconsistent with the owner's ownership of the Marks, and any benefits accruing from use of such Marks shall automatically vest in the owner. The licensee shall not form any combination marks with the other party's Marks other than the Domain Name (if applicable). If the Domain Name is deemed a combination mark, neither party shall use the Domain Name for any purpose except as expressly provided herein or attempt to register the Domain Name, and the parties will jointly cooperate on any enforcement action of infringement of the Domain Name.

**4.4 Ownership**

As between Yhtiö and XYZ: (a) Yhtiö and its suppliers retain all rights, title and interest in and to all intellectual property rights embodied in or associated with the Page Templates, and (b) XYZ and its suppliers retain all rights, title and interest in and to all intellectual property rights embodied in or associated with the XYZ Content, XYZ Banners and XYZ Marks. There are no implied licenses under this Agreement, and any rights not expressly granted to a licensee hereunder are reserved by the licensor or its suppliers. Neither party shall exceed the scope of the licenses granted hereunder.

**4.5 Standards**

XYZ shall not provide XYZ Banners or XYZ Content, and Yhtiö shall not provide to XYZ any Page Templates, that: (a) infringe any third party's intellectual property right or right of publicity or privacy; (b) violate any law or regulation; (c) are defamatory, obscene, harmful to minors or child pornographic; (d) contain any viruses, trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; or (e) are materially false, inaccurate or misleading.

**5. USER DATA**

**5.1 Rights/Restrictions**

Except as specified in this section, each party may freely use and disclose any information (both individual and aggregated) about Users ("User Data"). Neither party shall disclose any User Data in any manner that permits the User Data to be associated with the other party or permits the targeting of Users on the basis of their status as Users (in Yhtiö's case) or Yhtiö users (in XYZ's case), nor shall a party use the User Data to target Users on the basis of their status as Users (in Yhtiö's case) or Yhtiö users (in XYZ's case). However, either party may disclose User Data if it is aggregated (in a non-associatable way) with data from multiple online properties. Each party shall use and disclose User Data only in accordance with the privacy policy under which it was collected and in accordance with current data protection laws and regulations.

**5.2 Delivery to Yhtiö**

 XYZ shall deliver to Yhtiö all information about Users who register with XYZ on the Co-Branded Pages that XYZ collects from its registration process. Such information shall be delivered weekly in an electronic format specified by Yhtiö using a process reasonably specified by Yhtiö.

**6. PAYMENT TERMS**

**6.1 Payments**

The parties shall make the payments described in Exhibit A. Overdue payments shall accrue interest, at the lesser of 1,0 % per month or the maximum allowable interest under applicable law, from due date until paid, and the owing party shall pay the owed party's costs of collection (including reasonable attorneys' fees).

**6.2 Taxes**

All fees and payments stated herein exclude, and the party making payment shall pay, any sales, use or other tax related to the parties' performance of their obligations or exercise of their rights under this Agreement, exclusive of taxes based on the receiving party's net income.

**6.3 Audit Rights**

A party obligated to make payments hereunder shall keep for 3 years proper records and books of account relating to the computation of such payments. Once every 12 months, the party receiving payment or its designee may inspect such records to verify reports. Any such inspection will be conducted in a manner that does not unreasonably interfere with the inspected party's business activities. The inspected party shall immediately make any overdue payments disclosed by the audit plus applicable interest. Such inspection shall be at the inspecting party's expense; however, if the audit reveals overdue payments in excess of 5% of the payments owed to date, the inspected party shall immediately pay the cost of such audit, and the inspecting party may conduct another audit during the same 12 month period.

**7. REPORTS**

**7.1 By Yhtiö**

Within 30 days following the end of each month, Yhtiö shall provide XYZ with its standard reports regarding Yhtiö's promotions hereunder and reports on the computation of Net Revenues.

**7.2 By XYZ**

In addition to any other reports specified herein, XYZ shall provide to Yhtiö the following reports: (a) daily usage reports regarding the Co-Branded Pages describing the number of page impressions, number of Users and such other information as XYZ generally provides to its other similar partners, (b) weekly demographic reports regarding the Service containing summary information regarding user demographic profiles, and (c) if applicable, within 30 days following the end of each month, reports regarding the computation of the fees it owes under Section 6. In addition to the foregoing, as soon as commercially reasonable (but in no event later than 6 months following the Launch Date), XYZ (with assistance as necessary from Yhtiö) shall deliver reports to Yhtiö about individual registered Users on the Co-Branded Pages when the User bids on an item, purchases an item, lists an item for sale and successfully sells an item. The report shall be broken down into at least the following categories: the User's unique UserID number assigned by Yhtiö, the action being logged (bid, purchase, list, sale), the date and time of the event, and the topic/category in which the event occurred. Such reports shall be provided to Yhtiö on at least a monthly basis in an electronic format that is easily decoded in an automated manner for import into Yhtiö's statistics database, and the file shall be a TAB: delimited text file with each line corresponding to an event and including the information outlined above.

**8. TERM AND TERMINATION**

**8.1 Term**

This Agreement will become effective on the Effective Date and will continue in effect for 2 years following the Launch Date.

**8.2 Termination for Failure to Perform**

By providing written notice, a party may immediately terminate this Agreement:

 (a) if the other party materially breaches this Agreement and fails to cure that breach within 15 days after receiving written notice of the breach, or

(b) as provided in Sections 2.6 or 12.7 or Exhibit B. In addition, by providing written notice, Yhtiö may immediately terminate this Agreement, or at its option immediately suspend its promotion and other efforts hereunder, in the case of XYZ's breach of Section 12.1.

**8.3 Termination for Change of Control**

By providing written notice, Yhtiö may terminate this Agreement in its sole discretion if one of the following companies (or their subsidiaries) does an "Ownership Change Event": asdf, fghj, zxcv,bnmm,åpoi and qwerty. An "Ownership Change Event" means: (x) the acquisition of 50% or more of XYZ's equity or voting interests; (y) a merger or consolidation of XYZ; or (z) the sale, exchange or transfer of all or substantially all of XYZ's assets related to the Service.

**8.4 Termination for Changes**

By providing written notice, Yhtiö may terminate this Agreement in its sole discretion if: (a) XYZ's business model changes such that the Service is no longer XYZ's primary line of business, or (b) at the one year anniversary of the Launch Date, the Service is significantly inferior to the comparable services being offered by the market leaders in the person to person auction space.

**8.5 Termination for Failure to Grow**

By providing written notice, XYZ may immediately terminate this Agreement if Yhtiö's registered user base has not increased by 0000 users by the 1 year anniversary of the Effective Date.

**8.6 Effects of Termination**

Upon expiration or termination, all licenses granted hereunder shall terminate unless such licenses are expressly stated as surviving. XYZ shall promptly remove all Yhtiö Marks and Page Templates from its servers, and Yhtiö shall promptly remove all XYZ Marks, XYZ Banners and XYZ Content from its servers. Sections 1, 4.4, 5.1, 6.2, 6.3, 8.6, 9, 10, 11 and 12.2 to 12.9, and any obligation to pay any owed but unpaid amounts, shall survive any expiration or termination. 7 In addition, XYZ acknowledges that the placement fees set forth in Exhibit A were intended to be XX in year 1 and XXX in year 2, even though Yhtiö has agreed to extend credit terms to XYZ by allowing XYZ to pay over time.

Thus, in the event that this Agreement terminates under Section 8.2 due to XYZ's failure to perform (excluding the cross-reference to Section 12.7) prior to the end of the applicable year, XYZ shall immediately pay to Yhtiö the amount necessary to pay the total year's placement fee for that year. XYZ waives any right to assert that the foregoing fee is a liquidated damage or a penalty.

**9. NO WARRANTIES**

EACH PARTY PROVIDES ALL MATERIALS AND SERVICES TO THE OTHER PARTY "AS IS." EACH PARTY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. Each party acknowledges that it has not entered into this Agreement in reliance upon any warranty or representation except those specifically set forth herein. Unless an approval process is specified herein, all deliverables provided by one party to the other shall be deemed accepted when delivered.

**10. INDEMNITY**

Each party (the "Indemnifying Party") shall indemnify the other party (the "Indemnified Party") against any and all claims, losses, costs and expenses, including reasonable attorneys' fees, which the Indemnified Party may incur as a result of claims in any form by third parties arising from:

(x) the Indemnifying Party's acts, omissions or misrepresentations to the extent that the Indemnifying Party is deemed an agent of the Indemnified Party, or

(y) the Indemnifying Party's breach of its privacy policy. In addition, Yhtiö shall indemnify XYZ against any and all claims, losses, costs and expenses, including reasonable attorneys' fees, which XYZ may incur as a result of claims in any form by third parties arising from the Page Templates or Yhtiö Marks.

In addition, XYZ shall indemnify Yhtiö against any and all claims, losses, costs and expenses, including reasonable attorneys' fees, which Yhtiö may incur as a result of claims in any form by third parties arising from XYZ Banners, XYZ Content, XYZ Marks, the Service (excluding the Page Templates or Yhtiö Marks) or XYZ's breach of Section 12.1. The foregoing obligations are conditioned on the Indemnified Party:

(i) giving the Indemnifying Party notice of the relevant claim, (ii) cooperating with the Indemnifying Party, at the Indemnifying Party's expense, in the defense of such claim, and (iii) giving the Indemnifying Party the right to control the defense and settlement of any such claim, except that the Indemnifying Party shall not enter into any settlement that affects the Indemnified Party's rights or interest without the Indemnified Party's prior written approval. The Indemnified Party shall have the right to participate in the defense at its expense.

**11. LIABILITY LIMITS**

NEITHER PARTY SHALL BE LIABLE FOR LOST PROFITS OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTIES ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT IN THE EVENT OF A CLAIM UNDER SECTION 10 OR FAILURE TO PAY UNDER SECTION 6, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE 8 OTHER PARTY IN AN AMOUNT GREATER THAN THE AMOUNT XYZ ACTUALLY PAYS TO YHTIÖ HEREUNDER.

**12. GENERAL**

**12.1 Compliance with Laws**

At its own expense, XYZ shall comply with all applicable laws and regulations regarding providing and operating the Service. Without limiting the foregoing, XYZ shall (a) obtain all governmental approval, permits and licenses, and make all governmental filings and registrations, necessary for the marketing and performance of the Service, (b) ensure that Yhtiö is not required to obtain any governmental approval, permits or licenses as a result of this Agreement, Yhtiö's performance hereunder or any payments made to Yhtiö hereunder, and (c) promptly resolve any assertions that the Service is illegal or violating a protected third party interest.

**12.2 Governing Law**

This Agreement will be governed and construed in accordance with the laws of the Finland without giving effect to conflict of laws principles. Both parties submit to personal jurisdiction in Finland and further agree that any cause of action arising under this Agreement shall be brought in a court in Helsinki, Finland.

**12.3 Publicity**

Prior to the release of any press releases or other similar promotional materials related to this Agreement, the releasing party shall submit a written request for approval to the other party with a copy of the materials to be released, which request shall be made no less than 3 business days prior to the requested release date. A party shall not unreasonably withhold or delay the granting of its approval of such materials. The parties shall issue the first press release jointly.

**12.4 Independent Contractors**

The parties are independent contractors, and no agency, partnership, franchise, joint venture or employment relationship is intended or created by this Agreement. Neither party shall make any warranties or representations on behalf of the other party.

**12.5 Assignment**

Neither party may assign its rights or delegate its duties hereunder (except to an affiliated company, or to a successor in interest in the event of a merger, sale of assets of the business to which this Agreement is related, or consolidation) without the other party's prior written consent, and any purported attempt to do so is null and void.

**12.6 Severability and Headings**

If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

**12.7 Force Majeure**

Except as otherwise provided, if performance hereunder (other than payment) is interfered with by any condition beyond a party's reasonable control, the affected party, upon giving prompt notice to the other party, shall be excused from such performance to 9 the extent of such condition. However, if a force majeure detrimentally affects a party's performance of a material covenant hereunder for 14 days or more, the other party can terminate this Agreement. Each party acknowledges that website operations may be affected by numerous factors outside of a party's control. In the case of XYZ's performance, a XYZ force majeure includes Yhtiö's failure to perform its obligations described in this Agreement or an outage that affects the entire Internet; however, in no event shall a failure of any XYZ supplier or vendor be deemed a XYZ force majeure.

**12.8 Notice**

Any notice under this Agreement will be in writing and delivered by personal delivery, overnight courier, confirmed facsimile, confirmed email, or certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, 1 day after deposit with an overnight courier, 5 days after deposit in the mail, or upon confirmation of receipt of facsimile or email. Notices will be sent to a party at its address set forth above or such other address as that party may specify in writing pursuant to this Section.

**12.9 Entire Agreement and Waiver**

This Agreement sets forth the entire understanding and agreement of the parties, and supersedes any and all oral or written agreements or understandings between the parties, as to the subject matter of the Agreement. This Agreement may be changed only by a writing signed by both parties. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

**IN WITNESS WHEREOF**, Yhtiö and XYZ have executed this Agreement in two identical counterparts as of the Effective Date.

**Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**YHTIÖ OY XYZ OY**

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***EXHIBIT A - CONTENT AND PAYMENTS***

***EXHIBIT B - PERFORMANCE STANDARDS***

***EXHIBIT C - XYZ COMPETITIVE SET***

***EXHIBIT D - AUTOMATIC PARTNER REGISTRATION***