**WHITE LABEL PLATFORM LICENSE AGREEMENT**

***(ostajan näkökulma)***

White Label Platform License Agreement -sopimuspohja on tehty ensisijaisesti ostajan näkökulmasta erityisesti tilanteeseen, jossa ICT-palveluyritys tarjoaa ohjelmistoalustansa (Platform) ostajayrityksen käyttöön ja ostaja saa tuotteilleen ostajannäköisen SaaS/ohjelmistopalvelun. Tässä sopimuspohjassa ostajayritys saa lähinnä vain oman brandinsa näköisen palvelun, mutta itse teknisen ratkaisun toteutus ja kaikki muu toiminnallisuus on ICT-palveluyrityksen tuottamaa. Ostaja maksaa palvelusta erillisen tilauslomakkeen/hinnaston mukaiset maksut.

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 ennakkotarkistusta ja kor­jauksia.**

***DRAFT 0.1 – APRIL \_\_, 20\_\_***

**WHITE LABEL PLATFORM LICENSE AGREEMENT**

This White Label Platform License Agreement between **Yhtiö Oy** with principal offices at Pääkatu 1, 00100 Helsinki, Finland (“Yhtiö”) and **Asiakasfirma Oy** offices at Sivukatu 1, 00100 Helsinki, Finland (“Asiakasfirma”) contains the terms which govern the use of the XYZ platform.

**RECITALS**

**WHEREAS**, Yhtiö has developed a proprietary XYZ electronic platform to disseminate xxxxxxxxx information that can be used to create a marketplace for social media content creators, users and/or and agents, and

**WHEREAS**, Asiakasfirma wishes to license the XYZ platform as a White Label Platform (the “Platform”) to source abcd and yyyyy activities.

**NOW, THEREFORE**, acknowledging the receipt of adequate consideration and intending to be legally bound, the parties agree as follows:

**ARTICLE 1 - GRANT OF LICENSE**

**1.1 General.** Yhtiö hereby grants to Asiakasfirma non-exclusive license to use the Platform during the Term (the “License”). The License provides Asiakasfirma with the number of user licenses indicated in an order form (“Order Form”), as the same may be modified from time to time upon mutual written agreement of the parties. Additional user fees beyond those indicated in an Order Form will be paid by Asiakasfirma in accordance with Yhtiö’s current pricing.

**1.2 White Label Branding.** Platform branding includes incorporation of Asiakasfirma’s name and logo and skinning of the site in Asiakasfirma’s selected colors. The standard Platform URL will appear with Asiakasfirma’s selected word as a subdomain of the Platform. Custom URLs, which shall include provision of a Secure Socket Layer (SSL), are available upon request at a one-time fee indicated by Yhtiö. Yhtiö may collect, use, share, sell and store data made available via the Platform solely in connection with the services hereunder. Any other use by the Yhtiö, including sharing or selling data, shall require Asiakasfirma’s prior written consent.

**1.3 Incorporation of Yhtiö’s Terms & Conditions.** Usage of the Platform is predicated on the online Terms & Conditions governing users found at http://yyyy.yyy.com/termsandconditions. In the event of any conflict between the online Terms & Conditions governing users and this Agreement, this Agreement shall govern.

**ARTICLE 2 -  ASIAKASFIRMA’S OBLIGATIONS**

Asiakasfirma shall monitor users of the Platform to ensure proper use of the Platform in accordance with these terms and the online Terms & Conditions. Asiakasfirma represents and warrants that it has the authorization and permission to add any information it collects, including the information of users, into the Platform.

**ARTICLE 3 - FEES**

All amounts contemplated under this Agreement (including but not limited to transactions, payments, licensing or training fees, and the like) shall be in Euros (EUR).  Asiakasfirma shall pay to Yhtiö the license fee, transaction fees, and any other fees for services ordered (such as customization fees, support fees, training, etc.) as billed and as set forth in an Order Form.

**ARTICLE 4 - FUNCTIONALITY OF PLATFORM**

**4.1 Initial Functionality.** Yhtiö may have demonstrated the Platform to Asiakasfirma (the “Demonstration Version”). At the time the Platform is made available to Asiakasfirma, the Platform will have the same “look and feel,” features, and functionality of the Demonstration Version and no fewer features and no less functionality than the base versions of the comparable product delivered to other customers of Yhtiö.

**4.2 Future Functionality.** Following delivery of the Platform to Asiakasfirma, Yhtiö shall make such additional features and functionality as Yhtiö makes available to its customers generally without charge. Yhtiö shall give Asiakasfirma notice of such additional features and functionality.

**ARTICLE 5 - WARRANTIES**

**5.1 Performance Warranty** Yhtiö warrants that the Platform will perform substantially as demonstrated in the Demonstration Version and will be free of material errors or defects, and that all Services will be performed in a good and workmanlike manner. In the event Asiakasfirma believes that Yhtiö is in violation of this performance warranty, Asiakasfirma shall notify Yhtiö in writing and Yhtiö shall correct any error or defect.

**5.2 Warranty of Non-Infringement** Yhtiö warrants that Asiakasfirma’s use of the Platform as anticipated by this Agreement will not infringe on intellectual property rights of any third party. If a claim is made that Asiakasfirma’s use of the Platform infringes on the intellectual property rights of a third party then Yhtiö will, at its sole expense, defend against such claim and pay any final judgment against Asiakasfirma, provided that Asiakasfirma promptly notifies Yhtiö of any such claim in writing and Yhtiö is given control over the defense and settlement of such claim. Without limiting the preceding sentence, Yhtiö may

(i) seek to obtain through  negotiation the right of Asiakasfirma to continue using the Platform;

(ii) rework the Platform so as to make it non-infringing; or

(iii) replace the Platform, as long as the reworked or replacement platform does not result in a adverse change in the “look and feel” or operational characteristics of the Platform.

**5.3 Compliance with Laws** Yhtiö shall conduct its business, and develop the Platform, in compliance with all applicable EU and Finnish laws, rules and regulations.

**ARTICLE 6 - CONFIDENTIALITY**

**6.1.  Confidentiality** During the Term and at all times thereafter, neither party shall disclose confidential information of the other party or use such confidential information for any purpose other than in furtherance of this Agreement. Without limiting the preceding sentence, each party shall use at least the same degree of care in safeguarding the other party’s confidential information as it uses to safeguard its own confidential information. Notwithstanding the foregoing a party may disclose confidential information (i) if required to do so by legal process, provided that such party shall notify the other party prior to such disclosure so that such other party may attempt to prevent such disclosure or seek a protective order; or (ii) to any applicable governmental authority as required in the operation of such party’s business, and even then, limited to no more than the minimum information required.

**6.2 Injunctive Relief** The parties acknowledge that a breach of this article will cause the damaged party great and irreparable injury and damage, which cannot be reasonably or adequately compensated by money damages. Accordingly, each party acknowledges that the remedies of injunction and specific performance shall be available in the event of such a breach, in addition to money damages or other legal or equitable remedies.

**ARTICLE 7 - TERM AND TERMINATION**

**7.1**The term of this Agreement shall be for the period indicated in an Order Form (the “Term”) and, unless earlier terminated for cause in accordance with this Agreement, will continue for the duration of any Term or renewal term set forth in an applicable Order Form. Except as otherwise specified in the applicable Order Form, the Term shall automatically renew for six-month periods, unless either party gives the other notice of non-renewal at least thirty (30) days before the end of the relevant Term.

**7.2 Termination for Cause** This Agreement may be terminated at any time, if either party fails to perform any of its material obligations hereunder and such failure continues for thirty (30) days following written notice from the non-breaching party.

**ARTICLE 8 - MISCELLANEOUS**

**8.1 Amendments; Waivers** No amendment, modification, or waiver of any provision of this Agreement shall be binding unless in writing and signed by the party against whom the operation of such amendment, modification, or waiver is sought to be enforced. No delay in the exercise of any right shall be deemed a waiver thereof, nor shall the waiver of a right or remedy in a particular instance constitute a waiver of such right or remedy generally.

**8.2 Notices** Any notice or document required or permitted to be given under this Agreement may be given by a party or by its legal counsel and shall be deemed to be given by electronic mail with transmission acknowledgment, yyyyy@yyyyy.com if to Yhtiö, or to the email address and point of contact on file for to Asiakasfirma, or to such other email address or addresses as the parties may designate from time to time by notice satisfactory under this article.

**8.3 Governing Law** This Agreement shall be governed by the laws of Finland

**8.4  Disputes** Any disputes concerning this Agreement, which cannot be settled between the Parties, shall be finally settled in arbitration in Helsinki, Finland by one (1) arbitrator in accordance with the rules of Finland Chamber of Commerce.

**8.5 Entire Agreement.** This Agreement constitutes the entire agreement between Yhtiö and Asiakasfirma with respect to the subject matter contained herein and supersedes all prior agreements and understandings.

**DATE: DATE:**

**PLACE: PLACE:**

**YHTIÖ OY ASIAKASFIRMA OY**

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