# LICENSE AND ONLINE RESELLER AGREEMENT (päämiehen versio)

Sopimuspohja tehty ensisijassa päämiehen näkökulmasta tilanteeseen, jossa päämiesyritys tässä antaa jälleenmyyjälle oikeuden käyttää päämiehen tavaramerkkiä ja hosting-palveluja sekä myydä päämiehen ICT-kurssituotetta verkossa rajatulle asiakasryhmälle (henkilöasiakkaat). Jälleenmyyjä saa vapaasti hinnoitella omat jälleenmyyjähintansa, mutta päämies on tässä oikeutettu minimimaksuun neljännesvuosittain jälleenmyyjältä.

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 2, 20\_\_*

# LICENSE AND ONLINE RESELLER AGREEMENT

This License and Reseller Agreement ("Agreement") is effective as of March 1, 20\_\_ ("Effective Date") and is entered into by and between Yritys Oy ("**Yritys**"), a Finnish corporation located at Pääkatu 2, FI-00100 Helsinki, Finland and Reseller Company Oy ("**RC**"), a a Finnish corporation located at Sivukatu 22, FI-00200 Helsinki, Finland.

**RECITALS**

**I** Yritys owns and uses the registered trademark XYZ in connection with its software technology and software development services;

**II** Yritys has independently created certain XYZ related training course materials and other materials and has exclusive copyright to such materials;

**III** Yritys has created ICT infrastructure to its products and services and among other things hosts and sells XYZ branded on-line software testing courses to Yritys customers.

**IV** RC and Yritys wish to start mutually benefiting cooperation and RC desires to use Yritys trademark XYZ and Yritys copyrighted materials (hereinafter referred to as “IPR”) and Yritys’ ICT hosting services and resell XYZ branded training courses to its own customers; and

**V** Yritys is willing to permit such use of IPR and sell Yritys hosting services to RC under the terms and conditions set forth in this Agreement.

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**ARTICLE 1 - GRANT OF LICENSE**

1.1 Yritys hereby grants to RC a non-exclusive, nontransferable, worldwide license to use IPR solely in conjunction with resale of the following XYZ branded software development courses: XYZ Basics (Standard Edition), XYZ Medium (Standard Edition) and XYZ Advance (Standard Edition).

This license grant is limited to RC’s sales to individual users and RC shall include the definition “Standard Edition” to its marketing material and course titles. Yritys reserves all rights to sell XYZ software development courses to corporations, groups and other larger entities.

1.2 RESERVATION OF RIGHTS. Yritys hereby reserves any and all rights not expressly and explicitly granted in this Agreement, including Yritys' right to authorize or license use of IPR or any other trademark or names containing XYZ, to any third party for use in connection with any goods and services.

**ARTICLE 2 - LICENSE FEES AND RESALE PRICES**

2.1 For IPR rights granted to RC herein and for the use of Yritys hosting services, RC shall pay Yritys a license fee of EUR 250 per student of any of three software development courses defined article 1.1 above. The license fees of each executed course shall be paid to Yritys no later than ten (10) days after the end date of the respective course.

The license fee due hereunder is exclusive of any applicable taxes. RC shall be responsible for all applicable national, state and local taxes, value added or sales taxes, exchange, interest, banking, collection and other charges and levies and assessments pertaining to payments.

2.2 Minimum license fee for each calendar quarter shall be EUR five thousand (5.000). In the event RC has not organized courses during the calendar quarter or the amount of RC students has been less than 20 during the calendar quarter, RC shall be obligated to make payment to Yritys in ten (10) days after the end of calendar quarter that fulfills the criteria of minimum license fee.

2.3 RC shall have the right to freely set its student prices for all XYZ (Standard Edition) courses.

**ARTICLE 3 - OWNERSHIP OF IPR**

3.1 RC hereby acknowledges that Yritys is the owner of IPR and agrees that it will do nothing inconsistent with such ownership. RC agrees that nothing in this Agreement shall give RC any right, title or interest in IPR other than the right to use the IPR in accordance with this Agreement. The provisions of this article shall survive the expiration or termination of this Agreement.

3.2 RC has no right to sublicense, transfer or assign the use of IPR or use IPR for any other purpose other than the purpose described herein. RC may not use IPR in connection with, or for the benefit of, any third party's products or services. RC shall include with any online publication of IPR a trademark legend indicating that IPR are those of Yritys and used under license.

**ARTICLE 4 – MARKETING AND SALES PROCESS**

4.1 RC agrees that all use of IPR shall be in strict compliance with the terms of this Agreement and current XYZ guidelines provided by Yritys from time to time. These guidelines include among other things the policies covering course certificates. In addition Yritys shall provide to RC technical instructions related to use of the hosting services of Yritys.

4.2 During the month of March 20\_\_ Yritys and RC shall jointly prepare the launch of the RC’s resale activities and Yritys shall give to RC necessary reseller training and instructions. RC shall have the right to sell XYZ (Standard Edition) courses from April 1, 20\_\_.

4.3 After March 31, 20\_\_ RC agrees not to use any other trademark or service mark in combination with IPR other than as described in article 1.1 above and RC shall cease to use and sell its own prior courses in the field of software development.

**ARTICLE 5 - CONFIDENTIAL INFORMATION AND DISCLOSURE**

Both parties shall not disclose, and shall take reasonable measures to cause its employees not to disclose or use otherwise than for the purposes of the implementation of this Agreement or authorize anyone under its control or direction to disclose to any third party or to use otherwise than for the aforesaid purpose any proprietary information (including business and/or trade secrets and technical data) acquired by it from the other party by virtue of this Agreement.

**ARTICLE 6 - TERMINATION**

6.1 This Agreement and the term of the license granted herein shall be valid until the end of year 20\_\_. Thereafter it shall be valid for an unlimited time period unless terminated as defined in article 6.2 below.

6.2 After year 20\_\_ both parties may terminate this Agreement for any reason with three (3) months notice.

6.3 Upon termination of the Agreement, RC agrees it shall immediately cease any and all use of the IPR.

**ARTICLE 7 - GENERAL**

7.1 This Agreement shall be subject to and governed in all respects by the statutes and laws of Finland. The local court of the city of Helsinki (Finland) shall have exclusive jurisdiction and venue over all controversies in connection herewith, and each party hereby consents to such exclusive and personal jurisdiction and venue.

7.2 This Agreement constitutes the entire Agreement and understanding between the parties and integrates all prior discussions between them related to its subject matter. No modification of any of the terms of this Agreement shall be valid unless in writing and signed by an authorized representative of each party.

7.3 All notices required or permitted hereunder shall be given in writing.

7.4 Neither party will be responsible for any failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods or accidents.

7.5 The parties acknowledge and agree that they are dealing with each other hereunder as independent contractors. Nothing contained in the Agreement shall be interpreted as constituting either party the joint venture or partner of the other party or as conferring upon either party the power of authority to bind the other party in any transaction with third parties.

7.8 The provisions of article 1.2 (Reservation of Rights), 3 (Ownership of IPR), 5 (Confidential Information and Disclosure), 6.3 (Effect of Termination) and 7 (General) will survive any termination of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

**Yritys Oy Reseller Company Oy**

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