# TRADEMARK LICENSE AGREEMENT

#  Sopimuspohja on tehty neutraalista näkökulmas­ta tilanteeseen, jossa yrityksellä on kiinnostava tavaramerkki ja sopijakumppaniyritys haluaa hyödyntää sitä. Tässä käyttöoikeus maksetaan kertamaksulla ja käyttöoikeus on pysyvä, mikäli käyttäjä käyttää lisenssiään tämän sopimuksen ehtojen mukaisella tavalla.

**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 – May 15, 20\_\_*

**TRADEMARK LICENSE AGREEMENT**

This Trademark License Agreement ("Agreement") is effective as of the \_\_\_\_\_\_\_ day of May, 20\_\_ ("Effective Date") and is entered into by and between Yhtiö Oy ("Yhtiö"), a Finnish corporation located at Pääkatu , FI-00100 Helsinki, Finland, and Firma Oy ("Firma"), a Finnish corporation located at Sivukatu 2, FI-00200 Helsinki, Finland.

**RECITALS**

**I** Yhtiö owns and uses the name and/or trademark YHTIÖ, and trademark register number 1234567 therefore, in connection with its Internet-related software products, services and technology;

**II** Firma produces websites and performs other ICT related services;

**III** Firma desires to use the trademark YHTIÖ in "Yhtiö Guide" and Yhtiö's "Y" design logo ("Logo") (the Logo, the phrase `Yhtiö Guide' and YHTIÖ being collectively referred to herein as the "Marks" as such Marks are more fully described in Exhibit A) as part of the title "Yhtiö Guide by Firma" in connection with ICT services; and

**IV** Yhtiö is willing to permit such use of the Marks under the terms and conditions set forth in this Agreement.

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

**ARTICLE 1 - GRANT OF LICENSE**

1.1 GRANT OF LICENSE. Yhtiö hereby grants to Firma a non-exclusive, nontransferable, worldwide license to use the Marks in the title "Yhtiö Guide by Firma" solely in conjunction with ICT services (the "ICT Services") which shall, in part, promote Yhtiö's products and services, may be jointly developed by Yhtiö and Firma, and which services shall reside on Firma's website deploying Firma's servers. Firma may only use the Marks as a collective whole and shall not separately use any element or elements of the Marks.

1.2 RESERVATION OF RIGHTS. Yhtiö hereby reserves any and all rights not expressly and explicitly granted in this Agreement, including Yhtiö's right to authorize or license use of the Marks or any other trademarks or names containing YHTIÖ, to any third party for use in connection with any goods and services, including, but not limited to, ICT services.

**ARTICLE 2 - LICENSE FEE**

For the rights granted to Firma herein, Firma shall pay Yhtiö a one-time non-refundable license fee of Two Million Euros (€ 2.000.000) at the time of the execution of this Agreement.

The license fee due hereunder is exclusive of any applicable taxes. Firma 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 other than Finnish taxes based on Yhtiö's net income.

If Firma is required by law to make any deduction or to withhold from any sum payable to Yhtiö by Firma hereunder, (i) Firma shall effect such deduction or withholding, remit such amounts to the appropriate taxing authorities and promptly furnish Yhtiö with tax receipts evidencing the payments of such amounts, and (ii) the sum payable by Firma upon which the deduction or withholding is based shall be increased to the extent necessary to ensure that, after such deduction or withholding, Yhtiö receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount Yhtiö would have received and retained in the absence of such required deduction or withholding.

**ARTICLE 3 - OWNERSHIP OF MARKS**

3.1 YHTIÖ OWNERSHIP. Firma hereby acknowledges that Yhtiö is the owner of the Marks, and any trademark applications and/or registrations thereto, agrees that it will do nothing inconsistent with such ownership and agrees that all use of the Marks by Firma shall inure to the benefit of Yhtiö. Firma agrees that nothing in this Agreement shall give Firma any right, title or interest in the Marks other than the right to use the Marks in accordance with this Agreement. Firma agrees not to register or attempt to register the Marks or the Logo as a trademark, service mark, Internet domain name, trade name, or any similar trademarks or name, with any domestic or foreign governmental or quasi-governmental authority which would be likely to cause confusion with the Marks. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

3.2 OWNERSHIP BY FIRMA. Yhtiö acknowledges that Firma is the owner of Firma's trademarks and/or registrations thereto and agrees that it will do nothing inconsistent with such ownership. Firma's trademarks include the name Firma and any derivative Firma-based mark and the Firma logo.

**ARTICLE 4 - USE OF THE MARKS; PROTECTION OF THE MARKS**

4.1 PROPER USE. Firma agrees that all use of the Marks shall only occur in connection with the ICT Services and shall be in strict compliance with the terms of this Agreement. Firma may use the Marks as set forth in Article 1.1 as well as in connection with the promotion of the ICT Services. Firma shall use the Marks in conformance with Yhtiö's trademark guidelines ("Trademark Guidelines"), set forth in Exhibit B, which Trademark Guidelines may be revised by Yhtiö from time to time. Firma agrees not to use any other trademark or service mark in combination with the Marks other than as described in Article 1.1. Firma has no right to sublicense, transfer or assign the use of the Marks or use the Marks for any other purpose other than the purpose described herein. Firma may not use the Mark in connection with, or for the benefit of, any third party's products or services. Firma further agrees not to use the Marks on any products or services that are deemed by Yhtiö, in its reasonable judgment, to be directly, explicitly or maliciously disparaging of Yhtiö or its products or products that are themselves unlawful or whose purpose is to encourage unlawful activities by others.

4.2 QUALITY STANDARDS. Firma agrees to maintain a consistent level of quality of the ICT Services performed in connection with the Marks substantially equal to that found in Firma's existing Web site services. Firma further agrees to maintain a level of quality in connection with its use of the Marks that is consistent with general industry standards.

4.3 MONITORING BY YHTIÖ. Firma acknowledges that Yhtiö has no further obligations under this Agreement other than the right to periodically monitor Firma's use of the Marks in conjunction with the ICT Services. Upon request by Yhtiö, Firma shall provide Yhtiö with representative samples of each such use prior to the time the Marks are first published on the Internet. If Yhtiö determines that Firma is using the Marks improperly, and/or in connection with ICT Services which do not meet the standards set forth in Article 4.1 or Article 4.2, Yhtiö shall notify Firma, and Firma shall remedy the improper use within two (2) business days following receipt of such notice from Yhtiö. Use of the Marks on goods or services other than the ICT Services or the promotion of the ICT Services, or in a manner inconsistent with the Trademark Guidelines, shall constitute material breach of this Agreement. If such material breach has not been cured within two (2) business days following receipt of notice from Yhtiö, this Agreement shall be terminated.

4.4 LEGEND; DISCLAIMER. Firma shall include with any online publication of the Marks a trademark legend indicating that the Marks are those of Yhtiö, used under license, and a disclaimer that Firma and not Yhtiö has produced the ICT Services and is responsible for the content thereof.

4.5 ICT SERVICES. If Yhtiö reasonably determines that the ICT Services contains or presents any material that constitutes an infringement of Yhtiö's trademark, patents, copyrights or trade secrets, Yhtiö may immediately terminate the license grant described in Article 1.1 if Firma has not revised, removed or delinked to such material to Yhtiö's reasonable satisfaction within seven (7) business days of written notice from Yhtiö. If Yhtiö reasonably determines that the ICT Services contains or presents any material that could reasonably constitute a clear and unambiguous infringement of a third party's copyright, trademark, patents or trade secrets, Yhtiö and Firma shall confer and mutually agree on a proper course of action.

**ARTICLE 5 - CONFIDENTIAL INFORMATION AND DISCLOSURE**

Unless required by law, and except to assert its rights hereunder or for disclosures to its own employees on a "need to know" basis, Firma agrees not to disclose the terms of this Agreement or matters relating thereto without the prior written consent of Yhtiö, which consent shall not be unreasonably withheld.

**ARTICLE 6 - TERMINATION**

6.1 TERM AND TERMINATION. This Agreement and the term of the license granted herein shall be perpetual unless terminated as provided in Article 4.3, Article 4.5 or this Article 6.1. Yhtiö shall have the right to terminate this Agreement upon the occurrence of one or more of the following: (a) any material breach by Firma of its obligations under this Agreement which remains uncured for thirty (30) days or more following written notice of such breach from Yhtiö, or (b) use of the Marks by Firma in a manner which is directly, explicitly or maliciously disparaging of Yhtiö or its products and services and which remains uncured for two (2) days following notice from Yhtiö.

6.2 EFFECT OF TERMINATION. Upon termination of the Agreement, Firma agrees it shall immediately cease any and all use of the Marks.

**ARTICLE 7 - GENERAL**

7.1 GOVERNING LAW. This Agreement shall be subject to and governed in all respects by the statutes and laws of Finland. The City Court of Helsinki (Helsingin käräjäoikeus) 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 ENTIRE AGREEMENT. This Agreement, including Exhibit A and Exhibit B, 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 NOTICES. All notices required or permitted hereunder shall be given in writing.

 The addresses for the parties are as follows:

FIRMA:

YHTIÖ:

7.4 FORCE MAJEURE. 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 WAIVER. Any waiver, either expressed or implied, by either party of any default by the other in the observance and performance of any of the conditions, covenants of duties set forth herein shall not constitute or be construed as a waiver of any subsequent or other default.

 7.6 HEADINGS. The headings to the Articles and subarticles of this Agreement are included merely for convenience of reference and shall not affect the meaning of the language included therein.

7.7 INDEPENDENT CONTRACTORS. 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 SURVIVAL. The provisions of Article 1.2 (Reservation of Rights), 3 (Ownership of Marks), 4.4 (Legend; Disclaimer), 5 (Confidential Information and Disclosure), 6.2 (Effect of Termination) and 7 (General) will survive any termination of this Agreement.

7.9 EQUITABLE RELIEF. Firma recognizes and acknowledges that a breach by Firma of this Agreement will cause Yhtiö irreparable damage which cannot be readily remedied in monetary damages in an action at law, and may, in addition thereto, constitute an infringement of the Marks. In the event of any default or breach by Firma that could result in irreparable harm to Yhtiö or cause some loss or dilution of Yhtiö's goodwill, reputation, or rights in the Marks, Yhtiö shall be entitled to immediate injunctive relief to prevent such irreparable harm, loss, or dilution in addition to any other remedies available.

7.10 SEVERABILITY. Except as otherwise set forth in this Agreement, the provisions of this Agreement are severable, and if any one or more such provisions shall be determined to be invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of any of the remaining provisions or portions thereof shall not in any way be affected thereby and shall nevertheless be binding between the parties hereto. Any such invalid, illegal or unenforceable provision or portion thereof shall be changed and interpreted so as to best accomplish the objectives of such provision or portion thereof within the limits of applicable law.

7.11 ATTORNEY'S FEES. In the event of any action, suit, or proceeding brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to receive its costs, expert witness fees, and reasonable attorney’s fees and expenses, including costs and fees on appeal.

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

**Yhtiö Oy Firma Oy**

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**Exhibit A**

***TRADEMARKS***

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**Exhibit B**

***TRADEMARK GUIDELINES***

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