

## Services Agreement

This Services Agreement ("Agreement") is made on this day of September 30, 2020 ("Effective Date"), by and between Startup Genome LLC ("Genome"), having a place of business at 53<sup>rd</sup> St, Suite 717, San Francisco, CA; and City of Helsinki, with address at Pohjoisesplanadi 11-13, P.O. Box 10, 00099, Helsinki, Finland (referred to as "Member"); (all of which may individually be referred to as "Party" or collectively as "Parties").

**WHEREAS**, Genome is a provider of innovation policy advisory services, research services and content, and the creator of the Global Startup Ecosystem Report ("GSER").

**WHEREAS**, the Parties wish to enter into this Agreement to provide various services to Helsinki ("Member Ecosystem")

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

### **I. Deliverables**

Genome proposes to deliver the following services:

#### **Ecosystem Branding Membership**

1. Inclusion of Member Ecosystem in GSER
  - i. Genome will provide exposure to global investors, founders and talent and help create a credible Ecosystem Identity as part of the Global Startup Ecosystem Report 2021 and 2022. Genome will feature the following: success stories from Member Ecosystem, -sector strengths, high-level ecosystem metrics (such as funding), quotations from local leaders, highlights of the region (such as notable programs or policies), and local organizations and stakeholders.
2. Inclusion Central Resource to Media
  - i. Genome will support Member by acting as an additional point of contact for global and local media, supporting journalists writing articles about the global startup ecosystem and/or Member Ecosystem, building on Genome's objective data, global brand recognition and credibility among media outlets.
3. Startup Genome Website Exposure
  - i. Showcase your key organizations, policies and programs and metrics on your ecosystem on [startupgenome.com/ecosystem](http://startupgenome.com/ecosystem)
  - ii. Generate organic traffic to and interest in your startup ecosystem through promotion by a trusted party of the global startup community

#### **Ecosystem 360 Monitor Membership including survey licensing**

1. Delivery of Ecosystem 360 Monitor Report on an annual basis or a quarterly per year basis
  - i. Monitor and track key factors and trends of your ecosystem's development and success through the following Monitors:
    - i. Performance; 2. Funding; 3. Experience; 4. Talent & Community; and 5. Sub-Sector Monitor.

- c. Identify and measure your ecosystem's competitive position and strengths relative to 135 ecosystems across Startup Sub-Sectors. Data-driven support in defining Startup Sub-Sectors to be focused on and accelerated.
  - d. Compare your ecosystem to five ecosystem benchmarks of your choice. Examples:
    - i. Peer ecosystems within your country or internationally
    - ii. Custom categories e.g. Activation Stage Ecosystems, Average Population European Ecosystems, United States East Coast Ecosystems, Top 5 Largest South American GDP Ecosystems, Aspirational ecosystems.
  - e. Customize your personalized dashboard with a broader list of ecosystems (more than five) in order to monitor metrics that matter most to you.
2. One Time Startup Output Population Estimates (Optional)
- i. Estimate your number of Software startups with our unique Multiple Systems Estimation (MSE) data science methodology driven by local data from multiple partner organizations in your ecosystem, unlocking insights based on 'per startup' ratios and global benchmarks such as:
    - 1. Startup Creation; 2. Startup Density; 3. Share of Funded Startups; 4. Potential Ecosystem Size.
3. Survey Licensing: Genome will be licensing the survey to the member using Qualtrics. The member will be running the data collection with only advisory support from the Startup Genome team.

### **Consulting Retainer – 3-day work session**

Work with our senior management team in one targeted work session to obtain advice which is tailor made to your ecosystem.

Genome will deliver a 3-day work session, which can take place on site and/or virtually as per individual agreement with the client. Travel cost are born by the Member.

### **COVID-19 Impact Survey Membership**

Structured and standardized feedback from your founders and startup executives to monitor the impact of the crisis on your startups and startup ecosystem in real-time, including continued updates to allow for ongoing discussion and refinement of your stimulus programs and other required policy actions

- 1. Delivery of a COVID-19 Impact Monitor Report (based on insights generated with Founders and Executives from your startup ecosystem)
- 2. Quantify the impact of the COVID-19 crisis on your startups and their recovery, including a Live Dashboard to review preliminary results in real-time.

### **Included - Startup Genome Global Network**

- 1. Global Connectedness and Networking with National Leaders

- i. Global Members Meeting: In-person meeting and peer learning with other Members and world-leading experts (most recently at The Next Web Conference with 54 leaders from more than 20 countries—[see booklet here](#)). These meetings are a significant part of the value provided by Genome as members meet to network and learn from each other.
2. Best-Practice Sharing: Exchange of best practices among Members and experts, typically at three levels:
  - i. Government policy and program design
  - ii. Ecosystem and community practices
  - iii. Startup Support Organizations and Programs
3. Global Partnerships: Global Connectedness and partnerships with Startup Genome Members from all over the world.

## II. Roles & Responsibilities

1. Genome will be leading the work necessary to deliver the above services, including:
  - a. leading the development and global distribution of the GSER;
  - b. organizing the global member meeting.
2. MEMBER will be guiding Genome in the content creation process; including:
  - a. suggesting key organizations, policies and programs, and startup success stories that are to be featured in the GSER;
  - b. drafting a quotation from a local opinion leader to be included in the GSER;
  - c. providing feedback to Genome's suggestions in an effective and timely manner.
3. MEMBER will be supporting Genome in maximizing global and local media reach
  - a. Member will locally promote the GSER through its PR channel or agency, by email, and through social networks and other means available to Member.
4. MEMBER will promote content developed by Genome through their national and local media networks.

## III. Intellectual Property

1. Secondary Data. Data sourced from Genome's partner databases and instruments, such as but not limited to lists of startups, funding data and exit data from Crunchbase, Dealroom, Pitchbook and local organizations, are the sole property of Genome's partners and cannot be shared or reproduced without the prior written approval of Genome or the appropriate partner.
2. Media Communication. Any media communication or publication, whether online or offline (for instance but not limited to press releases, direct mail, email marketing and web pages), based in all or in part on Genome data, reports or content must prominently mention the Genome brand.

## IV. Publishing

1. GSER downloads: Member agrees to respect and enforce the following, in order to keep a precise count of the number of downloads and capture the contact information of every user requesting the report.
  - a. Member will route report downloads through the startupgenome.com website. This shall be achieved by placing a link from the Member's website to the Genome GSER download page. Reports shall not be emailed on a normal basis.
  - b. Member is allowed to print and distribute copies of the GSER, provided they notify Genome for any production or distribution of more than 100 copies.

2. Each Party assumes its own printing and publishing costs, website and web publishing expenses, and any related costs associated with its specific needs.

Member has the right to have the GSER or any Genome content translated at its own cost into another language by a reputable translation agency. The publication and downloads of the translated report or content is subject to the Intellectual Property and Publishing sections (sections III and IV).

## V. Compensation

1. For the services rendered in this proposal the following indicates the price in \$USD:
 

a. Ecosystem Branding Membership (2021 and 2022)	\$ 18,000 USD
b. 360 Monitor Membership (2021 and 2022)	\$ 24,000 USD
c. Survey Licensing	\$ 25,000 USD
d. Consulting work session (3 days)	\$ 7,500 USD
e. Startup Genome Member Network	Included
<b>TOTAL</b>	<b>\$ 74,500 USD</b>
f. COVID-19 Impact Survey (3 reports)	\$ 24,000 USD
<b>NEW TOTAL</b>	<b>\$ 98,500 USD</b>

### 2. Payment Terms

- a. \$ 24,000 USD upon signature
- b. \$ 24,000 USD by July 31, 2021
- c. \$ 12,000 USD by December 31, 2021
- d. \$ 24,000 USD for optional covid-19 survey by December 31, 2021
- e. \$ 13,500 USD by July 31, 2022
- f. To be made in USD by wire transfer to:

Startup Genome LLC  
 53<sup>rd</sup> St, Suite 717  
 San Francisco, CA 94103-3218  
 Account number: 325061972784  
 Domestic Routing number: 026009593  
 International Routing Code (swift): BOFAUS3N (for incoming wires in USD)

Bank of America, NA  
 222 Broadway  
 New York, New York 10038

## VI. Term and Termination

1. Term. The term of this Agreement ("Term") shall commence on the Effective Date and shall continue until December 31, 2022 with Section III, IV, VII, and VIII remaining in force.
2. Termination. Notwithstanding the foregoing, either Party may terminate this Agreement on written notice to the other Party upon the occurrence of a material breach by the other Party of any covenant, duty or undertaking hereunder, which material breach continues without cure for a period of thirty (30) days after

written notice of such breach from the non-breaching Party to the breaching Party. Any payment made by Member to Genome is considered forfeited upon early termination except if the termination follows an uncured breach by Genome.

## **VII. Confidentiality**

1. **GDPR.** Genome certifies that it does not process any personal data.
2. Parties covenant to each other that neither Party shall disclose to any third party (other than its employees and directors, in their capacity as such, and the employees and directors of any affiliate on a need to know basis so long as they are bound by the terms of this Agreement) any confidential information except: (i) to the extent necessary to comply with any law or valid order of a court of competent jurisdiction (or any regulatory or administrative tribunal), in which event the Party so complying shall so notify the others as promptly as practicable (and, if possible, prior to making any disclosure) and shall seek confidential treatment of such information, if available; (ii) as part of its normal reporting or review procedure to its auditors or its attorneys, as the case may be, so long as they are notified of the provisions of this Agreement; (iii) in order to enforce its rights pursuant to this Agreement; (iv) in connection with any filing with any governmental body or as otherwise required by law; and (v) in a confidential disclosure made in connection with a contemplated financing, merger, consolidation or sale of capital stock of a Party.
3. Confidential Information shall mean any information which is or should be reasonably understood to be confidential or proprietary includes, but is not limited to, information about each Party's third-party partners and collaborators, services, or either Party's sales, cost and other unpublished financial information, product and business plans, projections, marketing data, advertisers and sponsors but shall not include information: (a) already lawfully known to or independently developed by a Party, (b) disclosed in published materials, (c) generally known to the public, (d) lawfully obtained from any third party or (e) required to be disclosed by law.

## **VIII. Non-Solicitation of Employees and Consultants.**

During the Term and for one year thereafter, Member will not, directly or indirectly, solicit, recruit, request, cause, induce or encourage any person who is an employee, consultant or contractor of Genome to leave the employment of or terminate or limit his or her relationship with Genome or to perform work for a competitor.

## **IX. Representations/Authority**

1. Each Party represents that it has the authority to enter into this Agreement and to perform its obligations hereunder, that it has the right to grant the rights granted to the other Party hereunder.

## **X. Amendment and Waiver; Successors and Assigns**

1. No failure or delay on the part of any Party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or future exercise thereof or the exercise of any other right, power or remedy. This Agreement shall not be amended, waived, modified, assigned or transferred except by a written consent to that effect signed by the non-assigning Party, provided that either Party may transfer or assign this Agreement without the consent of the other Party in the event of a merger with, or a sale or all or substantially all of its assets to, a third party, a merger, consolidation, reorganization, spin off or other change of control transaction of that Party ("Change of Control").
2. This Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of the parties hereto. Notwithstanding the foregoing, each Party agrees that if a Change of Control transaction occurs, it shall: (i) provide prior written notice of such Change of Control to the other Party; and, (ii) cause the

successor, assignee, transferee, acquirer or other third party in such Change of Control to assume in writing all of its obligations hereunder. Any assignment, transfer, or assumption or Change of Control shall not relieve a Party of liability hereunder.

**XI. Severability**

Should one or more provisions of this Agreement be or become invalid, the parties hereto shall substitute, by mutual consent, valid provisions for such invalid provisions which valid provisions in their economic effect are sufficiently similar to the invalid provisions that it can be reasonably assumed that the parties would have entered into this Agreement with such valid provisions.

**XII. Publicity**

Each Party authorizes the other Party to issue a press release in relations to the signing of the Agreement, provided the press release receives the prior approval of the other Party (which approval shall not be unreasonably withheld or delayed).

**XIII. Governing Law and Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws Finland applicable to contracts made and performed therein, without regard to principles of conflicts of laws. Any disputes, controversy or claim arising out of or relating to this Agreement, which cannot be solved amicably shall be submitted to the District Court of Helsinki, Finland (court of first instance).

**XIV. Notices**

1. All notices required or permitted to be given hereunder shall be in writing and either hand-delivered, mailed by certified first class mail, postage prepaid, or sent via electronic mail to the other Party or parties hereto at the addresses first set forth above.
2. A notice shall be deemed given when delivered personally, , three business days after mailing by certified first class mail, or on the delivery date if delivered by electronic mail.

**XV. Entire Agreement**

This Agreement constitutes the entire agreement and supersedes all prior agreements of the Parties with respect to the transactions set forth herein and, except as otherwise expressly provided herein, is not intended to confer upon any other rights or remedies hereunder.

**XVI. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

**IN WITNESS WHEREOF** each Party executes this Agreement by an officer duly authorized to bind such Party as of the Effective Date.

**Startup Genome LLC**

**Member**

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

Name: JF Gauthier  
Title: Founder & CEO

Name: \_\_\_\_\_  
Title: \_\_\_\_\_