**STATEMENT OF WORK**

- ***ICT-ostopalvelun yksilöintidokumentti***

Sopimuspohja tehty neutraalista näkökulmas­ta tilanteeseen, jossa sopijapuolilla on erillinen puite/pääsopimus ICT-palvelujen laajasta ulkoistamisesta, ja tällä dokumentilla sopijapuolet yksilöivät tarkemmin mitä kyseiseen ostopalveluun liittyviä lisäpalveluja hankitaan.

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\_\_*

**STATEMENT OF WORK**

This Statement of Work is dated as of January 1, 20\_\_, and is attached to and made a part of the Outsourcing Services Agreement (the "Outsourcing Agreement") dated as of January 1, 20\_\_\_ by and between Yhtiö Oy ("Yhtiö") a Finnish corporation having an office and place of business at Oikokuja 1, 00100 Helsinki, Finland and Finnish Business Technology Oy, a Finnish corporation having an office and place of business at Sivupolku 2, 00100 Helsinki, Finland ("FBT").

Any term used herein that is defined in the Outsourcing Agreement shall have the same meaning in this Statement of Work as in the Outsourcing Agreement. To the extent that this Statement of Work is inconsistent with or conflicts with the Outsourcing Agreement, this Statement of Work shall amend and supersede those inconsistent or conflicting terms of the Outsourcing Agreement. In all other respects, the Outsourcing Agreement shall remain in full force and effect according to its terms.

**WHEREAS,** FBT and Yhtiö desire to enter into this Statement of Work to define new Optional Services as contemplated in the Outsourcing Agreement and to further define the Services to be performed by Yhtiö for FBT;

**WHEREAS**, Yhtiö desires to perform and FBT desires to have performed by Yhtiö the Optional Services according to the terms and conditions set forth in this Statement of Work and the Outsourcing Agreement.

**NOW THEREFORE**, in consideration of the terms and conditions set forth herein,
the parties agree as follows:

**ARTICLE 1 - SCOPE**

Yhtiö is going to provide management services to FBT related to: (i) the discontinuation of certain operations and data centers if and as decided by FBT to be discontinued and (ii) certain administrative and human resources as described herein. The scope of this document is limited to the Services and Optional Services to be provided and the payment for said work.

**ARTICLE 2 - DETAIL OF SERVICES**

1*.   Operation Management*a) Network Operations Center - including customer support monitoring and reboots, troubleshooting and remote hands functions for the customer

b) Network Services - including network infrastructure design, customer network design, customer network build/configuration/test and network troubleshooting.

c) Security Services - including VPN configuration/support, firewall support,  IDS support and vulnerability scans.

d) DNS/IP Services - including IP management, DNS management and spam/abuse management.

e) Internet/Telecom Services - including Internet bandwidth management, local circuit provisioning and telecom support for the data centers

f) Application Management Services- as requested and agreed to by Yhtiö depending on the managed application

g)  Customer response and management- general customer support including: space, power and cross connect add-ons, providing answers to billing questions, incident handling and operations projects, implementations and project management, renewals, spam handling, customer communications and special requests such as de-racking equipment.

2.   *Sales and Sales Support*
Yhtiö will provide sales services including:

a) Sales Support - with face-to-face customer/prospect meetings, sales management, lead generation and prospect screening.

b) Order Administration - with revenue and sales forecasting

c) Product Management - with production of service descriptions and product pricing recommendations.

3.   *Financial and Accounting Services*

Yhtiö will manage and perform the following financial and accounting functions:

a) Disbursement function - from purchase order through cash payments for expenses. This will include cash management and planning.

b) Collection function - This will include collection calls, cash collections and collection forecasts;

c) Accounting function - Yhtiö will maintain FBT's general ledger in accordance with generally accepted accounting principles. In addition, Yhtiö will prepare FBT's monthly financial statements, in accordance with generally accepted accounting principles. These financial statements will be prepared within 30 days of month end; and

d) Planning and forecasting - Yhtiö will provide 6- and 12-month financial planning and analysis for the FBT data centers. This analysis will include recommendations for performance improvement.

**ARTICLE 3 - DESCRIPTION OF OPTIONAL SERVICES**

*1.   Human Resources Services*

As part of providing support and Optional Services in the area of human resources, Yhtiö shall hire the FBT human resources professionals and shall provide to FBT all benefit and human resources support for FBT and its employees.

*2.   Discontinued Operations*

In the event that FBT decides to discontinue or shut down certain data centers, Yhtiö will provide services to shutdown certain discontinued FBT data centers. Such services may include: financial and accounting services, customer communication and customer migration, vendor, and landlord negotiations, facilities services, human resources and legal support structuring transactions with third parties.

**ARTICLE 4 -** **FEES FOR SERVICES AND OPTIONAL SERVICES**

1. All Services and Optional Services described and performed by Yhtiö for and/or on behalf of FBT pursuant to this Statement of Work and/or the Agreement as amended by the parties from time to time shall be at fee equal to Yhtiö's cost for providing such services plus five percent (5%); provided however, Yhtiö will mark up only labor costs. Direct costs will not be marked up.

2. Scope of direct costs - Yhtiö direct costs will consist of direct costs paid by Yhtiö on behalf of FBT.

3. Calculation of costs
a) Direct labor costs will be tracked on a monthly basis by individual Yhtiö employees and will be made available to FBT;

b) The Yhtiö controller will track direct costs incurred by Yhtiö monthly and copies of invoices and proof of payment will be made available to FBT.

**IN WITNESS WHEREOF**, the parties acknowledge that each has fully read and understood this Agreement, and, intending to be legally bound thereby, executed this Agreement on the date set forth above.

**FINNISH BUSINESS TECHNOLOGY OY                 YHTIÖ OY

SIGNATURE  SIGNATURE**

**--------------------------                  ---------------------------
NAME                         NAME**

**TITLE                         TITLE**