

Microsoft Enterprise Services Work Order

Work Order Number 6FIN211-306194-369731
(Microsoft Affiliate to complete)

This Work Order consists of the terms and conditions below, and the provisions of the Microsoft Services Agreement reference **24V00012**, effective as of **5.10.2004** (the "Agreement"), the provisions of the Support and Consulting Services Description applicable to the Professional Services identified in this Work Order, and any attachments or exhibits referenced in this Work Order, all of which are incorporated herein by this reference. In this Work Order "Customer," "you," or "your" means the undersigned customer or its affiliate and "Microsoft", "we," "us," or "our" means the undersigned Microsoft affiliate.

By signing below the parties acknowledge and agree to be bound to the terms of this Work Order, the Agreement and all other provisions incorporated in them. This Work Order is effective as of the date that Microsoft signs this Work Order. Regardless of any terms and conditions contained in a purchase order, if any, the terms of this Work Order apply.

Customer	Microsoft Affiliate
Name of Customer (please print) Helsingin kaupunki, Kaupunginkanslia, Strategiaosasto, Tietohallinto	Name Microsoft Oy
Signature	Signature
Name of person signing (please print)	Name of person signing (please print)
Title of person signing (please print)	Title of person signing (please print)
Signature date	Signature date(effective date)

Name of Customer or its Affiliate that executed the Agreement (if different from Customer above) Helsingin kaupungin Hankintakeskus
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Does Customer issue or require a Customer purchase order for the payment of Microsoft Services?
[] **Yes** or [] **No**

If "No" is selected above, Customer represents and warrants that it does not require purchase order(s) be submitted to Microsoft for payment of the Microsoft Services Fees listed herein. Customer will not withhold payment of Microsoft's invoice due to the absence of a purchase order reference.

If no purchase order is required, Customer must complete "Customer invoice information" below and ensure it is accurate or revised in a timely manner. Further, the below "Customer invoice information" must be completed prior to: (a) Customer signing this Work Order; and (b) Microsoft invoicing Customer.

Customer invoice information		
Name of Customer Helsingin kaupunki, Kaupunginkanslia, Strategiaosasto, Tietohallinto		Contact Name (Receives invoices under this Work Order) Markus Hirvikoski
Street Address Ostolaskut PL 47		Contact E-Mail Address markus.hirvikoski@hel.fi
City Helsinki	State/Province n/a	Phone 044 3790873
Country Suomi	Postal Code 00099	Fax n/a

1. Support Services and Fees.

1.1. Term.

Microsoft Enterprise Support Services will commence on **1.1.2021** (the "Support Commencement Date") and will expire on **31.12.2021** (the "Support Expiration Date").

1.2. Description of the Services.

Please refer to the current Support and Consulting Services Description ("SCSD") which will be incorporated by reference and is published by Microsoft from time to time at www.microsoft.com/en-us/microsoftservices/support-consulting-services-description. Microsoft may update the support services you purchase under this agreement from time to time, provided that the level of support services you purchase will not materially decrease during the current Term.

Services by Support Location

Advanced Support Finland 1.1.2021 - 31.12.2021	
Quantity	Service
Included	Advanced Advisory Support Hours As-needed
3 ea	Advanced Built-in Proactive Services <ul style="list-style-type: none"> Advanced Built-in Proactive Services - Generic
Included	Advanced Problem Resolution Hours As-needed
Included	Advanced Service Delivery Management
1 ea	Modern Service Management - Cloud Success Plan Generic
Included	On-demand Assessment
1 ea	On-Demand Assessment - Setup and Config Service
Included	On-demand Education
Included	Online Support Portal
150 ea	Reactive Enabled Contacts
Included	Webcasts As-Needed

1.3. Support Services Fees.

The items listed in the table above represent the services that Customer has pre-purchased for use during the term of this Work Order, and applicable fees are shown in the table below. Microsoft Support Services are a non-refundable, prepaid service.

Before Microsoft commences or continues provision of Microsoft Support Services, Microsoft must receive a signed copy of this Work Order and Customer's payment, purchase order or, if applicable, completed Customer invoice information above. Microsoft will invoice Customer, and Customer agrees to pay Microsoft within 30 calendar days of the date of Microsoft invoice.

Microsoft reserves the right to adjust Microsoft fees prior to entering into any changes to the Microsoft Support Services ordered herein.

Services Summary	Fee EUR
Advanced Support	315 357,99
Subtotal	315 357,99
Total Fees (excluding taxes)	315 357,99

Billing Schedule	Billing Date	Fee EUR
Payment	1.1.2021	315 357,99
Total Fees (excluding taxes)		315 357,99

1.4. Support for Microsoft Products

Microsoft will provide support for Customer's licensed, commercially released, and generally available Microsoft products, and cloud services subscriptions purchased by Customer or Customer's Affiliate: i) under the licensing enrollments and agreements, as indicated in Appendix A; and ii) during the Term of this Work Order. Such products and subscriptions exclude those purchased by any party that is not Customer's Affiliate as of the Support Commencement Date.

1.5. Customer Named Contact(s).

Any changes to the named contacts should be submitted to Microsoft Contact.

Name of Customer Support Service Administrator Markus Hirvikoski		
Street Address PL 47		Contact E-Mail Address markus.hirvikoski@hel.fi
City Helsinki	State/Province n/a	Phone 044 3790873
Country Suomi	Postal Code 00099	Fax n/a

2. Use, ownership and rights.

2.1. Products.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions. Product availability may vary by region. "Product Terms" means the document that provides information about Microsoft Products available through volume licensing. The Product Terms document is published on the Volume Licensing Site (<http://www.microsoft.com/licensing/contracts> or successor site) and is updated from time to time.

All products and related solutions provided under this Work Order will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Customer is responsible for paying any licensing fees associated with Products.

2.2. Fixes.

"Fixes" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to Customer when performing Professional Services (all support, planning, consulting and other professional services or advice, including any resulting deliverables provided to Customer under this Work Order, to

address a specific issue. "Professional Services" means Product support services and Microsoft consulting services provided to Customer under this Work Order. "Professional Services" or "services" does not include Online Services, unless specifically noted.

Fixes are licensed according to the license terms applicable to the Product to which those Fixes relate. If the Fixes are not provided for a specific Product, any other use terms Microsoft provides with the Fixes will apply.

2.3. Pre-existing Work.

"Pre-existing Work" means any computer code or other written materials developed or otherwise obtained independent of this Work Order.

All rights in Pre-existing Work shall remain the sole property of the party providing the Pre-existing Work. Each party may use, reproduce and modify the other party's Pre-existing Work only as needed to perform obligations related to Professional Services.

2.4. Services Deliverables.

"Services Deliverables" means any computer code or materials, other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services. Upon payment in full for the Professional Services, Microsoft grants Customer a non-exclusive, non-transferable perpetual, fully paid-up license to reproduce, use and modify the Services Deliverable, solely in the form delivered to Customer and solely for Customer's internal business purposes, subject to the terms and conditions of this Work Order.

2.5. Affiliates' rights.

"Affiliate" means any legal entity that a party owns, that owns a party, or that is under common ownership with a party. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.

Customer may sublicense the rights contained in this subsection relating to Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights and Customer's Affiliates' use must be consistent with the license terms contained in this Work Order.

2.6. Reservation of rights.

All rights not expressly granted are reserved to Microsoft.

3. Restrictions

Customer must not (and is not licensed to) (1) reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in any other license terms; or (3) work around any technical limitations in a Product, Fix or Services Deliverable or restrictions in Product documentation. Except as expressly permitted in this Work Order or Product documentation, Customer must not (and is not licensed to) (1) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts

of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (2) distribute, sublicense, rent, lease, lend, or use any Products, Fixes, or Services Deliverables, in whole or in part, or use them to offer hosting services to a third party.

4. **Microsoft Professional Services Data Protection Addendum and Confidentiality.**

“Professional Services Data” means all data, including all text, sound, video, image files, or software, that are provided to Microsoft by, or on behalf of, Customer (or that Customer authorizes Microsoft to obtain from an Online Service) or otherwise obtained or processed by or on behalf of Microsoft through an engagement with Microsoft to obtain Professional Services.

The Microsoft Professional Services Data Protection Addendum in effect on the effective date of this Work Order and available on the Volume Licensing Site at <https://aka.ms/ProfessionalServicesDPA> is incorporated herein by this reference.

Limitations or exclusions in the Agreement that apply to the limitation of liability arising out of either party’s confidentiality obligations will apply to Professional Services Data in the same manner that they apply to Customer Data.

5. **Microsoft Contact**

Customer contact for questions and notices about this Work Order.

Microsoft Contact Name	
Janne Tuppela	
Phone	Contact E-Mail Address
n/a	jatuppel@microsoft.com

Appendix A

As of the Support Commencement Date, below is a list of your declared licensing enrollments and agreements for which Microsoft will provide support services as defined within this Work Order.

Customer Name	Licensing Program	Licensing Enrollment/Agreement Number
HELSINGIN KAUPUNKI-6240146-FINLANDIATALO	Enterprise 6	4628113
HELSINGIN KAUPUNKI / SOSIAALI-JA TERVEYSTOIMI	Enterprise 6	48196871
HELSINGIN KAUPUNKI	OPEN	98535970ZZS1905
HELSINGIN KAUPUNKI HANKINTAKESKUS	Select Plus	S8278149
HELSINGIN KAUPUNKI	Enterprise 6	6240146