

APPENDIX 3.1 – NETWORK INFORMATION SOLUTION SERVICE DESCRIPTION

This document is the service description for the Network Information Solution to be provided by the Supplier to the Customer.

1. SCOPE

- 1.1. The Network Information Solution provided to the Customer consists of the software as a service of the Supplier as described below in this Section.
- 1.2. The Network Information Solution's pricing principles, contract commitment, the Customer's right of use, functionality, services, infrastructure, support options, and available optional add-on services are packaged into named service tiers ("*Tier*") as defined in Supplement 1 (Service Tiers) of this Appendix.

2. LICENSE

- 2.1. The Customer's use of the Network Information Solution shall be strictly in compliance with the right of use and licensing parameters applicable to the Tier licensed by the Customer at all times. The Customer's license shall cover the use of the Network Information Solution for the Customer's internal business purposes only.
- 2.2. The Customer's network size shall be within the limits set for the Tier licensed by the Customer. If the Customer's network size extends or contracts beyond those limits, the Customer's Tier and all fees dependent of it are adjusted by the Supplier to the appropriate level starting from the following calendar month.
- 2.3. The Customer undertakes to ensure that the number of named users accessing the Network Information Solution does not exceed the limits specified in the Agreement.
- 2.4. The Customer undertakes to ensure that all its authorized users comply with this Agreement and acknowledges that the Customer shall remain responsible and liable for the acts or omissions of all users to the same extent as if the Customer had carried out such acts or omissions itself.

3. ACCEPTABLE USE POLICY

- 3.1. The Customer shall ensure that it will use the Network Information Solution in compliance with the acceptable use policy set out in this Section 3 at all times.
- 3.2. The Customer acknowledges that any repeated or sustained requests or transactions that place disproportionately large or otherwise atypical strain on the Network Information Solution resources compared to standard usage are not allowed.

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- 3.3. The Customer is responsible for ensuring that all user credentials, including usernames, passwords, API keys, and tokens, are used appropriately and only by authorized individuals. The Customer shall immediately revoke access for users who no longer require it or whose access is compromised.
- 3.4. The Customer shall notify the Supplier promptly upon becoming aware of any unauthorized access or suspected unauthorized access to the Network Information Solution, or any compromised credentials, accounts, or systems
- 3.5. The Customer shall not knowingly access or attempt to access any part of the Network Information Solution or related systems that the Customer or its users are not authorized to access including, but not limited to, data, accounts, or resources belonging to other customers, users, or the Supplier without explicit authorization.
- 3.6. The Customer shall not attempt to bypass or breach any security mechanism of the Network Information Solution, including but not limited to hacking, probing, scanning for vulnerabilities, introducing malware, conducting denial-of-service (DoS) attacks, or circumventing authentication measures or encryption protocols.
- 3.7. The Customer may not use the Network Information Solution to engage in or to promote or encourage any unlawful, immoral, malicious, or fraudulent activities or to violate security or integrity of any information networks, computers, or communication systems.
- 3.8. The Customer may not sell, rent, lease, borrow or otherwise transfer or commercially exploit any rights related to the Network Information Solution or the Documentation
- 3.9. The Customer may not use the Network Information Solution or the Documentation to provide services or products that compete with the Supplier's products or services
- 3.10. The Customer may not use the Network Information Solution or the Documentation to offer service bureau or time-sharing services to third parties
- 3.11. The Customer may not disassemble, decompile or reverse engineer the Network Information Solution or the Documentation even if this would be technically possible
- 3.12. The Customer may not modify or create derivative works of the Network Information Solution or the Documentation even if this would be technically possible
- 3.13. The Customer may not reproduce or copy the Network Information Solution or the Documentation even if this would be technically possible.
- 3.14. The Customer shall ensure that the Network Information Solution is not used, distributed, or accessed in countries or by individuals or entities subject to export

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restrictions imposed by the European Union or Finland, or where such use would violate applicable export control laws or regulations.

4. FUNCTIONALITY

- 4.1. The Network Information Solution is hosted in secure, third-party public cloud data centers designed to ensure high availability and reliability. The hosting environment is continuously monitored, featuring strict access controls and encryption of all network traffic. Access to production systems is restricted to authorized personnel only, with all activity logged to ensure accountability. The Supplier safeguards the infrastructure, data, and applications by adhering to recognized industry best practices.
- 4.2. The Network Information Solution is accessed from a computer attached to a data network using a web browser over an encrypted connection. By request, access to the Customer's environment can further be limited to the desired IP address range.
- 4.3. The Customer shall at its expense acquire the equipment, connections, software, and data security that are required for its use of the Network Information Solution, according to the requirements set by the Supplier.
- 4.4. The usage instructions of the Network Information Solution ("**Documentation**") describe the functionality of the Network Information Solution. The Documentation is available online. Additionally, functionality may be further described in Supplement 1 of this Appendix.
- 4.5. Some optional add-on services may require additional configuration work performed by the Supplier as a Professional Service and/or be subject to third party fees that apply to the activation or use of such services. Said services are included in the Agreement only if explicitly itemized in Appendix 4.

5. DELIVERY

- 5.1. Unless otherwise agreed in writing, the delivery of the Network Information Solution shall be deemed complete when: a) both parties have signed the Agreement, and b) the Customer has been provided access to the Network Information Solution and is able to log in successfully.
- 5.2. Invoicing shall commence on the first day of the calendar month following the completion of delivery.

6. DATA RESIDENCY

- 6.1. The Network Information Solution is, by default, provided from a data center located within the European Union (EU).

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- 6.2. The Customer may request that the Network Information Solution be provided from a data center located in Finland. Such a request must be made in writing and is subject to the availability of the requested service configuration. The Supplier may impose additional service charges for providing services from a data center located in Finland.
- 6.3. The Customer acknowledges that, regardless of the agreed data residency, the Network Information Solution may utilize a 3rd party system for authentication and authorization purposes. As part of this process, related authentication and authorization data may be stored outside of Finland but always within the European Union, in compliance with applicable data protection regulations. Additionally, the Customer's data may be stored outside of Finland but always within the European Union for the purposes of data resiliency and recovery, ensuring continuity and security of the service.
- 6.4. The Supplier warrants that: (a) stored Customer data associated with the Network Information Solution will reside in the selected data center location (EU or Finland) as agreed with the Customer, and (b) the Supplier will not knowingly transfer stored Customer data outside the agreed data center location unless required by law or regulation of by the Customer.
- 6.5. The Customer acknowledges that the Supplier cannot control the location of data during transit over public or private networks. Data may pass through networks or intermediate nodes outside the EU or Finland. However, the Supplier ensures that all data in transit is encrypted using industry-standard protocols (e.g. HTTPS, TLS).
- 6.6. The Supplier shall process and store Customer data in accordance with applicable data protection laws, including GDPR. The Supplier's data handling practices are detailed in Appendix 1 (Data Processing Agreement).
- 6.7. The Supplier shall not be liable for breaches of data residency caused by: (a) data transfer during transit outside the Supplier's control, or (b) Customer-directed data sharing, transmission, or use of third-party integrations that result in data leaving the agreed residency location.
- 6.8. The Supplier reserves the right to modify the data residency infrastructure (e.g. migrate to a new data center within the EU or Finland), provided that such changes do not reduce compliance with agreed data residency standards. The Supplier shall notify the Customer in advance of any material changes to data residency arrangements.

7. THIRD-PARTY SERVICES

- 7.1. The Network Information Solution may integrate with or rely on third-party services, software, systems, or platforms ("*Third-Party Services*") as specified in the Agreement or its appendices.

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- 7.2. The Customer is solely responsible for ensuring compliance with all applicable terms, conditions, and usage restrictions of the Third-Party Services used in conjunction with the Network Information Solution.
- 7.3. The Customer is solely responsible for obtaining and maintaining valid licenses, permissions, or agreements required for the use of any third-party systems, services, software, or platforms integrated with or used in conjunction with the Network Information Solution.
- 7.4. The Supplier shall make commercially reasonable efforts to ensure that the Network Information Solution integrates seamlessly with Third-Party Services as described in the Agreement. However, the Supplier is not responsible for the operation, availability, functionality, or performance of Third-Party Services, except where explicitly agreed in writing.
- 7.5. The Supplier shall not be held liable for any loss, damage, or service disruption resulting from the unavailability, failure, or degraded performance of Third-Party Services, including cases where such issues affect the functionality or performance of the Network Information Solution. In such situations, the Supplier will (a) notify the Customer promptly upon becoming aware of any significant impact on the Network Information Solution caused by Third-Party Services, and (b) take commercially reasonable steps to mitigate the impact on the Network Information Solution.
- 7.6. Third-Party Services may change their functionality, terms, or availability at any time. The Supplier reserves the right to modify or discontinue Network Information Solution integrations with Third-Party Services accordingly. The Supplier shall (a) provide advance notice to the Customer, where feasible, of any planned changes affecting integrations, and (b) make reasonable efforts to minimize disruptions to the Network Information Solution caused by changes to Third-Party Services.
- 7.7. If the Customer opts to activate optional integrations or services provided by third parties, any additional fees or contractual terms for such services shall be the sole responsibility of the Customer. The Supplier is not liable for the performance or availability of these optional third-party add-ons unless explicitly stated otherwise.
- 7.8. When data is exchanged between the Network Information Solution and Third-Party Services the Supplier is responsible for ensuring secure transmission of data within the scope of the Network Information Solution. The Customer is responsible for ensuring that any data processed by or transmitted to Third-Party Services complies with applicable laws, regulations, and data protection policies.
- 7.9. The Customer agrees to cooperate with the Supplier and any relevant third-party providers to address issues that may arise from the use of Third-Party Services, including providing timely access to information or systems as required.

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8. VERSION UPDATES AND MAINTENANCE

8.1. Version Updates

- 8.1.1. The Supplier may release new versions of the Network Information Solution at any time as deemed necessary by the Supplier. Upon the release of a new software version, the Parties shall agree on the timing for its deployment into production.
- 8.1.2. Unless otherwise agreed in writing, when initiated by the Supplier, version updates shall be performed free of charge.
- 8.1.3. The Customer acknowledges that it does not have the right to refuse the installation of a version update provided by the Supplier.
- 8.1.4. The Customer acknowledges that customizations developed specifically for the Customer as part of Professional Services may interfere with or prevent the implementation of version updates. In such cases, it is the Customer's responsibility to ensure that the customizations are updated or modified as needed to remain compatible with new versions of the Network Information Solution.

8.2. Customer-Initiated Updates

- 8.2.1. The Customer may request the installation of an updated version outside of the Supplier's planned update schedule, provided that such an updated version has been made available by the Supplier.
- 8.2.2. In such cases, the Supplier may perform the update upon the Customer's request and will invoice the work according to the Supplier's Work Pricing Schedule.

8.3. Beta Features

- 8.3.1. **Provision of Beta Features:** The Supplier may, at its sole discretion, provide the Customer with access to beta features or experimental functionalities of the Network Information Solution ("**Beta Features**") for evaluation and feedback purposes.
- 8.3.2. **No Warranties:** Beta Features are provided "as is" and "as available" without any representations or warranties of any kind, whether express, implied, or statutory, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, or uninterrupted or error-free operation.
- 8.3.3. **Limited Support:** Beta Features are not subject to the service levels, support obligations, or performance guarantees applicable to other parts of the Network Information Solution unless explicitly agreed in writing.

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8.3.4. **Customer Acknowledgment:** The Customer acknowledges that Beta Features may contain defects, errors, or other issues that could result in system malfunctions, loss of data, or other disruptions. The Supplier shall not be held liable for any damages or losses arising from the use of Beta Features.

8.3.5. **Feedback:** The Customer may provide feedback and suggestions regarding Beta Features to the Supplier. The Supplier may freely use such feedback for any purpose without any obligation to the Customer.

8.3.6. **Termination of Beta Features:** The Supplier reserves the right to modify, discontinue, or remove Beta Features at any time without notice. The Supplier is under no obligation to include Beta Features in the general availability version of the Network Information Solution.

9. SUSPENSION OF SERVICE

9.1. The Supplier reserves the right to suspend the operation of or access to the Network Information Solution under the following circumstances:

9.1.1. **Scheduled Maintenance:** For the installation of new versions, updates, or upgrades, or for routine maintenance of software or equipment, the Supplier shall provide the Customer with at least seven (7) days advance notice of any scheduled maintenance, except in cases where prior notification is not feasible.

9.1.2. **Emergency Maintenance:** To address urgent issues such as errors in the software, a detected or suspected security risk, or critical equipment failures. In such cases, the Supplier shall endeavor to notify the Customer as soon as practicable.

9.1.3. **Network Changes or Failures:** For the maintenance or modification of public networks or in the event of public network failures affecting the Network Information Solution.

9.1.4. **Compliance with Legal or Regulatory Requirements:** When required by applicable law, regulation, governmental order, or other legal authority.

9.1.5. **Misuse or Breach of Terms:** If the Supplier reasonably suspects that the Network Information Solution is being misused, accessed fraudulently, or otherwise in violation of the Agreement or applicable law.

9.2. The Supplier shall take commercially reasonable efforts to minimize the duration and impact of any suspension on the Customer's operations. Maintenance and updates shall, where feasible, be performed during non-peak usage hours.

9.3. The Supplier shall provide a clear explanation of the reason for the suspension and an estimated timeline for resumption of services, unless restricted by law or security considerations.

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10. ACKNOWLEDGEMENT OF LIMITATIONS

- 10.1. The Customer acknowledges that it is not possible to test the Network Information Solution in advance in every possible operating combination and environment and it is not possible to produce the Network Information Solution free of errors in all circumstances.
- 10.2. The Supplier is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Product Description may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 10.3. The Customer acknowledges that no data transmission over the Internet can be guaranteed to be secure. The Supplier is not responsible for any interception or interruption of any communications through the Internet or networks or systems outside the Supplier's control.

11. NO WARRANTIES

- 11.1. The Network Information Solution is provided "as is" and "as available" without any representations or warranties of any kind, whether express, implied, or statutory, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, or uninterrupted or error-free operation.
- 11.2. The Supplier does not warrant that: (a) the Network Information Solution will meet all the Customer's requirements or expectations; (b) the operation of the Network Information Solution will be uninterrupted, timely, secure, or error-free, or, (c) any errors or defects in the Network Information Solution will be corrected within a specific timeframe unless explicitly agreed in Appendix 3.2.
- 11.3. The Supplier makes no warranty regarding the accuracy, reliability, or availability of any data, content, or services provided by third parties that are accessed through or used in conjunction with the Network Information Solution. The Supplier is not responsible for errors, omissions, or inaccuracies in third-party maps, data, or integrations.
- 11.4. The Customer acknowledges that the Network Information Solution has not been developed to meet Customer's individual requirements, and that it is therefore Customer's responsibility to ensure that the facilities and functions of the Services meet Customer's requirements.