

Service Description

TradeLens

This Service Description describes the Cloud Service IBM provides to Client. Client means the contracting party and its authorized users and recipients of the Cloud Service. The applicable Quotation and Proof of Entitlement (PoE) are provided as separate Transaction Documents.

1. Definitions

Participant – means shippers, ocean carriers, ports and terminals, government authorities, and other supply chain stakeholders subscribing to the Cloud Service who may provide and/or exchange information with the Cloud Service.

Client Provided Data – consists of information provided to the Cloud Service by Client, such as shipping industry milestones ("Client Provided Events") and trade documents in digital form.

2. Cloud Service

TradeLens is jointly owned global trade digitized solution by IBM and A.P. Moller-Maersk A/S, through its subsidiary Maersk GTD Inc. Maersk GTD Inc. is an IBM contractor and subprocessor for the provisioning and management of the Cloud Service.

2.1 TradeLens Platform – Core

The Cloud Service is available as a pay-per-use or a subscription offering and provides visibility into the movements of international container shipments. It includes Application Programming Interfaces (APIs) for publishing and subscribing to event data describing the physical progress of cargo through the supply chain and associated regulatory/compliance milestones, a user interface for viewing these events and milestones, and user interfaces and APIs for managing users and access permissions.

3. Content and Data Protection

The Data Processing and Protection data sheet (Data Sheet) provides information specific to the Cloud Service regarding the type of Content enabled to be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. Any details or clarifications and terms, including Client responsibilities, around use of the Cloud Service and data protection features, if any, are set forth in this section. There may be more than one Data Sheet applicable to Client's use of the Cloud Service based upon options selected by Client. The Data Sheet may only be available in English and not available in local language. Despite any practices of local law or custom, the parties agree that they understand English and it is an appropriate language regarding acquisition and use of the Cloud Services. The following Data Sheet(s) apply to the Cloud Service and its available options. Client acknowledges that i) IBM may modify Data Sheet(s) from time to time at IBM's sole discretion and ii) such modifications will supersede prior versions. The intent of any modification to Data Sheet(s) will be to i) improve or clarify existing commitments, ii) maintain alignment to current adopted standards and applicable laws, or iii) provide additional commitments. No modification to Data Sheet(s) will materially degrade the data protection of a Cloud Service.

Link(s) to the applicable Data Sheet(s):

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=212D150099F511E88DA21ABFB868B416>

Client is responsible to take necessary actions to order, enable, or use available data protection features for a Cloud Service and accepts responsibility for use of the Cloud Services if Client fails to take such actions, including meeting any data protection or other legal requirements regarding Content.

IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) and DPA Exhibit(s) apply and are referenced in as part of the Agreement, if and to the extent the European General Data Protection Regulation (EU/2016/679) (GDPR) applies to personal data contained in Content. The applicable Data Sheet(s) for this Cloud Service will serve as the DPA Exhibit(s). If the DPA applies, IBM's obligation to provide notice of changes to Subprocessors and Client's right to object to such changes will apply as set out in DPA.

3.1 Data Sharing

In addition to IBM and its contractors and subprocessors who may access and use the Content solely for the purpose of providing and managing the Cloud Service, Client also agrees that IBM may make Client Provided Events available to any Participant that is involved in the end-to-end transport of or that provides related services for all shipments related to those Client Provided Events. IBM will not make Client Provided Data for a particular shipment available to any Participant who is not involved in the end-to-end transport or related services of that shipment.

3.2 Data License

Client hereby grants to IBM a royalty-free, worldwide, non-exclusive, irrevocable license, to (i) use and incorporate into the Cloud Service the Client Provided Data, and (ii) make such Client Provided Data available to users of the Cloud Service as specified in this Agreement.

3.3 Data Removal

Notwithstanding IBM's policy for the return or removal of Content, IBM shall not be required to remove any Client Provided Data from the Cloud Service to the extent such data has been made part of a transaction on the Cloud Service blockchain.

3.4 Client Feedback

Client hereby grants to IBM a royalty-free, worldwide, transferable, assignable, non-exclusive, distributable, sub-licensable, irrevocable, perpetual license to use and incorporate into the Cloud Service and create modifications, improvements and derivative works of, any ideas, suggestions, or other feedback provided by Client or its users relating to the Cloud Service.

4. Technical Support

Technical support for the Cloud Service is provided via email, online forums, and an online problem reporting system. IBM's software as a service support guide available at https://www.ibm.com/software/support/saas_support_guide.html provides technical support contact and other information and processes. Technical support is offered with the Cloud Service and is not available as a separate offering.

5. Entitlement and Billing Information

5.1 Charge Metrics

The Cloud Service is available under the charge metric specified in the Transaction Document:

- Access is a unit of measure by which the Cloud Service can be obtained. An Access is the rights to use the Cloud Service. Client must obtain a single Access entitlement in order to use the Cloud Service during the measurement period specified in Client's Transaction Document.
- Item is a unit of measure by which the Cloud Service can be obtained. An Item is an occurrence of a specific item that is processed by, managed by, or related to the use of the Cloud Service. Sufficient entitlements must be obtained to cover every Item processed by, managed by, or related to the use of the Cloud Service during the measurement period specified in Client's Transaction Document.

For the purpose of the Cloud Service, an Item is an intermodal container.

5.2 Overage Charges

If actual usage of the Cloud Service during the measurement period exceeds the entitlement specified in the PoE, an overage charge will be billed at the rate specified in the Transaction Document in the month following such overage.

5.3 Pay per Use Charges

A pay per use charge will be billed at the rate specified in the Transaction Document in the month following such use.

5.4 Billing Frequency

Based on selected billing frequency, IBM will invoice Client the charges due at the beginning of the billing frequency term, except for overage and usage type of charges which will be invoiced in arrears.

6. Term and Renewal Options

The term of the Cloud Service begins on the date IBM notifies Client of their access to the Cloud Service, as documented in the PoE. The PoE will specify whether the Cloud Service renews automatically, proceeds on a continuous use basis, or terminates at the end of the term.

For automatic renewal, unless Client provides written notice not to renew at least 90 days prior to the term expiration date, the Cloud Service will automatically renew for the term specified in the PoE. Renewals are subject to an annual price increase as specified in a quote. In the event the automatic renewal is after receipt of an IBM notice of a withdrawal of the Cloud Service, the renewal term will end the earlier of the end of the current renewal term or the announced withdrawal date.

For continuous use, the Cloud Service will continue to be available on a month to month basis until Client provides 90 days written notice of termination. The Cloud Service will remain available to the end of the calendar month after such 90 day period.

7. Additional Terms

7.1 General

Client may not use Cloud Services, alone or in combination with other services or products, in support of any of the following high risk activities: design, construction, control, or maintenance of nuclear facilities, mass transit systems, air traffic control systems, automotive control systems, weapons systems, or aircraft navigation or communications, or any other activity where failure of the Cloud Service could give rise to a material threat of death or serious personal injury.

7.2 Beta Functions

Some functions, features or components of the Cloud Service are early release or preview technology, and may be identified within the Cloud Service as "Beta" ("Beta Functions"). These Beta Functions may be used as part of Client's permitted use of the Cloud Service, subject to the limitations and conditions of this section. Use of Beta Functions is at Client's own risk and provided without obligation of support of any kind. Beta Functions are provided "AS-IS", **without warranty of any kind, either express or implied, including, without limitation, the warranty of title, non-infringement or non-interference and any implied warranties and conditions of merchantability and fitness for a particular purpose.** Beta Functions may not be made generally available by IBM as or in any product or offering. IBM may withdraw or terminate access to Beta Functions at any time, without notice. Client should take precautions to avoid any loss of data that might result when the Beta Functions can no longer be used. Any feedback or suggestions regarding the Beta Functions provided by Client to IBM may be freely used, copied, modified, and incorporated in the development, distribution, deployment and sale of IBM's products and services.