

Service Description

TradeLens

This Service Description describes the Cloud Service. The applicable order documents provide pricing and additional details about Client's order.

1. 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.

1.1 Offerings

Client may select from the following available offerings:

1.1.1 TradeLens Platform – Core

The Cloud Service is available as a pay-per-use or a subscription offering. It provides visibility into the movements of international container shipments as well as the ability to share structured and unstructured documents between trade parties.

The Cloud Service 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 including events related to documents;
- Ability to store documents in structured and unstructured form and share those documents with permissioned parties in the supply chain;
- User interfaces for viewing these events, milestones, and documents; and
- User interfaces and APIs for managing users and access permissions.

2. Data Processing and Protection Data Sheets

IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) and the Data Processing and Protection Data Sheet(s) (referred to as data sheet(s) or DPA Exhibit(s)) in the links below provide additional data protection information for the Cloud Services and its options regarding the types of Content that may be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. The DPA applies if and to the extent the European General Data Protection Regulation (EU/2016/679) (GDPR) applies to personal data contained in Content.

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

3. Service Levels and Technical Support

3.1 Service Level Agreement

IBM provides Client with the following availability service level agreement (SLA). IBM will apply the highest applicable compensation based on the cumulative availability of the Cloud Service as shown in the table below. The availability percentage is calculated as the total number of minutes in a contracted month, minus the total number of minutes of Service Down in the contracted month, divided by the total number of minutes in the contracted month. The Service Down definition, the claim process and how to contact IBM regarding service availability issues are in IBM's Cloud Service support handbook at https://www.ibm.com/software/support/saas_support_overview.html.

Availability	Credit (% of monthly subscription fee*)
Less than 99.9%	2%
Less than 99.0%	5%
Less than 95.0%	10%

* The subscription fee is the contracted price for the month which is subject to the claim.

3.2 Technical Support

Technical support for the Cloud Service, including support contact details, severity levels, support hours of availability, response times, and other support information and processes, is found by selecting the Cloud Service in the IBM support guide available at <https://www.ibm.com/support/home/pages/support-guide/>.

4. Charges

4.1 Charge Metrics

The charge metric(s) for the Cloud Service are specified in the Transaction Document.

The following charge metrics apply to this Cloud Service:

- Access is the right to access functionality of the Cloud Services.
- Item is an occurrence of a specific item that is processed by, managed by, or related to the use of the Cloud Services.

For the purpose of the Cloud Service, an Item is an intermodal container that has reached its destination or is associated with a consignment that is no longer being tracked by the Cloud Service during the measurement period.

5. Additional Terms

For Cloud Service Agreements (or equivalent base cloud agreements) executed prior to January 1, 2019, the terms available at <https://www.ibm.com/acs> apply.

5.1 Definitions

Data Sharing Specification – is the document that describes the TradeLens data sharing model, which can be found in the TradeLens documentation at <https://docs.tradelens.com/>. The TradeLens Data Sharing Specification is subject to change periodically, particularly around the release of a new version of the Cloud Service.

Consignment – means separately identifiable collection of goods tracked on the TradeLens Platform that are transported from one consignor to one consignee via one or more modes of transport as specified in one single transport service contract.

Participant – means shippers, ocean carriers, terminal operators, inland transportation providers, 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 – means the data that Client provides to the Cloud Service.

5.2 Data Sharing

- a. Client may provide Client Provided Data to the Cloud Service in accordance with the Data Sharing Specification for each Consignment tracked by the Cloud Service. Client agrees that IBM may make such Client Provided Data for a Consignment available to any Participant that is involved in that Consignment in accordance with the Data Sharing Specification.
- b. Client acknowledges that its access to data related to a Consignment tracked by the Cloud Service will be as stipulated in the Data Sharing Specification.
- c. To the extent necessary, Client authorizes all Participants that are involved in Consignments tracked by the Cloud Service, such as ocean carriers, terminal operators, customs authorities, third party logistics service providers, and inland transportation providers, to provide to the Cloud Service data for those Consignments in accordance with the Data Sharing Specification.

5.3 Data Retention

IBM may retain Client Provided Data to the extent that it is part of a transaction on the Cloud Service blockchain.

5.4 Client Feedback

Client agrees IBM may use all feedback and suggestions Client provides.