

Service Description

TradeLens Trial Cloud Services

This Service Description is governed by the IBM Cloud Services Agreement for Client's country (available at <http://ibm.com/terms>) which together with the Service Description makes the complete agreement.

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 Description

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.

A trial Cloud Service is a Cloud Service IBM makes available for a limited period to enable Client to evaluate its functionality and technology. Client is authorized to use the Cloud Service during a specified trial period for the purpose of evaluating its functionality and technology. The Cloud Service may only provide a limited set of features and function; therefore use in a production environment or for commercial purposes is not recommended or supported. Any such use is solely at Client's own risk. The generally available Cloud Service may be ordered at any time. Client may only participate in a trial for a Cloud Service one time. If Client wishes to continue with the Cloud Service upon expiration of the trial period, Client will need to submit an order for the generally available Cloud Service offering. IBM is under no obligation to offer migration capabilities or services. Cloud Services available for trial under this Service Description include:

- TradeLens Platform
- TradeLens Clear Way

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. 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. 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. The following Data Sheet applies to the trial Cloud Service:

<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.

Notwithstanding any term herein to the contrary, Client acknowledges that the Cloud Service is not fully compliant with IBM's Data Security and Privacy Principles for IBM Cloud Service at <http://www.ibm.com/cloud/data-security>. As such, the Cloud Service should not be used for the storage or receipt of Personal Data or other confidential, proprietary or sensitive Content. Client is responsible to assess the suitability of the Cloud Service and its associated security attributes for Client's intended use and for storage and processing of its Content. By using the Cloud Service, Client acknowledges that it meets Client's requirements and processing instructions.

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.

4. Charges

Generally there are no charges for use of the Cloud Service during the trial period, unless specified by IBM or a third party service provider. If any authority imposes a custom, duty, tax (including withholding tax), levy or fee for the import or export, transfer, access or use of a Beta Cloud Service or third party service, then Client is responsible to pay any such amount imposed.

5. Changes

IBM may in its reasonable discretion, change the terms applicable to the Cloud Service, modify the computing environment, or withdraw features of the Cloud Service, in whole or in part by providing notice. Continued use of a Cloud Service for the remainder of the trial period is Client's acceptance of any such change. If Client does not accept a change, Client is responsible to discontinue use upon such notice.

6. Term

Client may use the Cloud Service for the trial period IBM specified or until IBM withdraws or terminates it.

Client may cancel use of the Cloud Service trial at any time by notifying IBM. Client is responsible to remove any of its proprietary content Client wishes to retain prior to any such expiration or termination.

IBM may at any time suspend, revoke, limit or refuse participation in or use of the Cloud Service trial. Content will be destroyed upon the expiration or cancellation of the Cloud Service trial unless specific migration to the related generally available Cloud Services is available.

7. Liability

If there are no charges, IBM's entire liability for all claims in the aggregate arising from Client's use of a Cloud Service trial acquired hereunder will not exceed the amount of any actual direct damages up to U.S. \$1,000.00 (or equivalent in local currency).

8. Warranties and Disclaimers

A Cloud Service is provided "AS IS" without warranties of any kind during a trial.

9. Additional Terms

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