

## Service Description

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### TradeLens Platform Network Member

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

The Client may select from the following available offerings.

##### 1.1.1 TradeLens Platform Network Member

The Cloud Service 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.

When Client agrees to the IBM terms, Client also agrees to the TradeLens Network Member Agreement attached to this Service Description. For the purpose of the TradeLens Network Member Agreement, IBM is referred to as Platform Provider, Client is referred to as Member, and Cloud Service is referred to as TradeLens Platform.

#### 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 Not Applicable

##### 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.

## 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.

## TradeLens Network Member Agreement

The terms in this Agreement supplement the agreement entered into between Member and Platform Provider. Platform Provider may publish updates to this Agreement from time to time.

### 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 TradeLens Platform.

**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 TradeLens Platform who may provide and/or exchange information with the TradeLens Platform.

**Transport Service Provider** – is a Participant that enters into transport service contracts to undertake or arrange the transport of goods between named points. It may use its own conveyances to undertake the transport, for example an ocean carrier or inland transportation. It may also contract with another party to provide the conveyance.

**Terminal** – is a Participant that is involved in loading, unloading, and/or transshipment of Consignment cargo from modes of transport at designated sites along the supply chain. Terminals can be marine terminals or inland terminals.

**Authority** – is a Participant that provides authorization associated with any conventions or regulations applicable to the trading of the Consignment cargo within the international purchase and supply chain.

**Solution Data** – consists of data related to Consignments provided to the TradeLens Platform by Participants.

**Member Provided Data** – means the data that Member provides to the TradeLens Platform.

**Participating Carrier** – means an ocean carrier that is a Participant.

**Carrier Operated Containers** – are those containers carrying Consignment cargo listed on a transport services contract issued by a Participating Carrier.

### 2. Member Provided Data

#### 2.1 Data Provisioning – Participating Carrier

This clause applies when the Member is a Participating Carrier.

Member shall, for each container that is operated by Member, provide Member Provided Data as set forth in Data Sharing Specification.

Member authorizes all Terminals and Transport Service Providers it utilizes, as well as the Authorities that have jurisdiction over the Consignment, to provide to the TradeLens Platform the Consignment data in accordance with the Data Sharing Specification, for all Carrier Operated Containers that are handled by such Participants.

#### 2.2 Data Provisioning – other Members

This clause applies when the Member is not a Participating Carrier.

Member agrees to provide Member Provided Data in accordance with the Data Sharing Specification for each Consignment it is involved in that is operated by a Participating Carrier.

Platform Provider will inform Member when a new Participating Carrier has been onboarded onto the TradeLens Platform. Member agrees to provide Member Provided Data in accordance with the Data Sharing Specification for Consignments operated by that new Participating Carrier within thirty (30) days of such notification.

Platform Provider confirms that all Participating Carriers have authorized the Terminals and Transport Service Providers they utilize, as well as the Authorities that have jurisdiction over the Consignment, to provide to the TradeLens Platform the Consignment data for all Carrier Operated Containers.

### **2.3 Data Use**

- a. Platform Provider may make Member Provided Data for a Consignment available to any Participant that is involved in that Consignment in accordance with the Data Sharing Specification.
- b. Platform Provider may de-identify and aggregate Member Provided Data to gather global trade statistics and insights, which Platform Provider may use internally or make available to others.

### **2.4 Data Retention**

Platform Provider may retain Member Provided Data to the extent that it is part of a transaction on the TradeLens Platform blockchain, or has been incorporated into aggregated data sets as per section 2.3.

## **3. Member Access to Solution Data**

Member may access Solution Data for each Consignment in accordance with the Data Sharing Specification, as long as the obligations set forth in Section 4 – Member Obligations clause are met.

Member may make available relevant Solution Data for a Consignment to a commercial party or authority that is not a Participant only if that commercial party or authority is involved in, or provides services related to, the transport of such Consignment.

Member shall not, without the express written permission of Platform Provider, systematically redistribute Solution Data to any party, including, without limitation, redistribution by EDI transfer, API integration, bulk file transfer, or any other systematic means.

## **4. Member Obligations**

To gain access to the TradeLens Platform, Member shall:

- a. Meet its obligations to provide Member Provided Data to the TradeLens Platform as specified in Section 2 – Member Provided Data. Member shall integrate its IT systems to the TradeLens Platform to make Member Provided Data automatically available to the TradeLens Platform according to the TradeLens Platform Application Programming Interface (API). This may include participation in certain business analysis activities required for a successful integration of its systems with the TradeLens Platform.
- b. Participate in testing to verify and validate the integration. Platform Provider will make available an acceptance test plan that specifies the criteria that must be met to connect Member systems to the TradeLens Platform. Only if these acceptance criteria have been met, will Platform Provider authorize Member to enable the integration with the production environment of the TradeLens Platform.
- c. Provide ongoing maintenance and updates to Member's interfaces used to make the Member Provided Data available to the TradeLens Platform, in accordance with published specifications including the TradeLens Platform API and Data Sharing Specification. Platform Provider shall provide Member with reasonable advance notice about changes in the TradeLens Platform that may require changes to the interfaces to make the Member Provided Data available to the TradeLens Platform. Member and the Platform Provider shall agree to standard maintenance windows used for maintenance and code upgrades to both Member Provided Data interfaces and the TradeLens Platform. Member will only use the scheduled maintenance windows when needed.
- d. Identify an escalation point of contact to work with in the event of integration or operational issues.
- e. Permit Platform Provider to publicly refer to Member as a Participant in the TradeLens Platform in a publicity or marketing communication.

Platform Provider will periodically review the completeness, timeliness and accuracy of Member Provided Data. Member will make reasonable efforts to respond to and address issues arising from such reviews. Platform Provider reserves the right to limit or restrict Member's access to the TradeLens Platform in cases where such issues remain unresolved and materially degrade the effectiveness of the solution.

## **5. Additional Terms**

### **5.1 Member Feedback**

Member agrees Platform Provider may use all feedback and suggestions Member provides.