

## 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 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.

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 to personal data contained in Content, if and to the extent i) the European General Data Protection Regulation (EU/2016/679) (GDPR); or ii) other data protection laws identified at <http://ibm.com/dpa/dpl> apply.

<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.

## **6. Overriding Terms**

### **6.1 Preview Services**

The following prevails over anything to the contrary in the terms related to Preview services section of the base Cloud Service terms between the parties:

A Cloud Service or feature of a Cloud Service is considered "Preview" when IBM identifies the service as such.

## 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 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 participating in the TradeLens Platform who may provide and/or exchange information with the TradeLens Platform. The types of Participants applicable to this Agreement are:

- a. **Ocean Carrier** – a global and regional operator of vessels that carry cargo from load port to discharge port.
- b. **Inland Transport Service Provider** – a transport operator that provides inland haulage or feeder services.
- c. **Terminal Operator** – a party that is involved in loading and unloading of consignment cargo from modes of transport at designated terminal sites along the supply chain. Terminals can be marine terminals and inland terminals.
- d. **Transport Service Intermediary** – an organization that provides transport services, issuing a transport service contract in its own name, but subcontracting transport rather than using its own conveyances, such as non-vessel owning common carriers.
- e. **Data Aggregator** – an entity that maintains and makes available supply chain data related to shipments, generally that it has acquired from other sources, such as a port community system.

**TradeLens Customer** – means a Participant that is a customer of TradeLens who is a party to the trade or otherwise involved in the commercial transaction underlying a Consignment (such as an importer, exporter, beneficial cargo owner, agent, etc.).

**TradeLens Customer Consignment** – means a Consignment of a TradeLens Customer that is covered within that customer's contracted scope of access to TradeLens Platform.

**Carrier Operated Consignments** – are those Consignments operated by a participating Ocean Carrier provided to the TradeLens Platform.

**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.

### 2. Solution Data

#### 2.1 Data Provisioning and Access

##### 2.1.1 Ocean Carrier

This clause applies when the Member is an Ocean Carrier.

Member shall provide Member Provided Data and receive access to Solution Data for all Consignments operated by Member, as set forth in Data Sharing Specification. Specifically, Member shall provide the

necessary administrative events, updates, and changes to all Carrier Operated Consignments so that transport plans are up-to-date.

Additionally, for each TradeLens Customer Consignment operated by Member, where known, Member shall associate the Consignment with any Participants involved in the Consignment, as per the Data Sharing Specification. Platform Provider will periodically notify Member of relevant changes to the set of Participants on the TradeLens Platform. Within 14 days of such notification, Member agrees to provide updated associations to account for these changes.

Member authorizes all Terminals Operators, Data Aggregators, and Inland 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 Consignments that are handled by such Participants.

### **2.1.2 Terminal Operator, Inland Transport Service Provider, Data Aggregator**

This clause applies when the Member is a Terminal Operator, Inland Transport Service Provider, or Data Aggregator.

Member shall provide Member Provided Data and will receive access to Solution Data for each Carrier Operated Consignment it is involved in, in accordance with the Data Sharing Specification.

Platform Provider will notify Member when a new Ocean 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 Ocean Carrier within thirty (30) days of such notification.

Platform Provider confirms that all Ocean Carriers have authorized the Terminal Operators and Inland 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 Consignments.

## **2.2 Data Use**

- a. Platform Provider will 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 will access and use Member Provided Data for the purposes of (i) providing and managing the TradeLens Platform; and (ii) improving the TradeLens Platform, including performance and functional validation testing for current and future functionality for TradeLens offerings.
- c. Platform Provider will de-identify and aggregate Member Provided Data to gather global trade statistics and insights, which Platform Provider will use internally or make available to others.

## **2.3 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 2.2.

## **2.4 Data Redistribution**

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.

## **3. 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 – Solution 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. Ensure that any security tokens needed to publish and consume data from TradeLens are properly protected.
- e. Identify an escalation point of contact to work with in the event of integration or operational issues.
- f. 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.

## **4. Additional Terms**

### **4.1 Member Feedback**

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