

Service Description

TradeLens Preview Cloud Services

This Service Description and the IBM Cloud Services Agreement for Client's country (available at <http://ibm.com/terms>) are the complete agreement governing the use of Preview Cloud Services for a potential cloud offering IBM or a third party service provider is developing and testing (Preview Services).

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.

Client is authorized to use Preview Services during the specified preview period for the purpose of evaluating the available functionality and providing feedback, collaborating on the definition of additional capabilities, and engaging in early adopter activities, which may involve other global trade ecosystem participants. IBM may provide additional supporting details and information that apply to Client's access and use of a Preview Service. If an offering becomes generally available, IBM is under no obligation to offer migration capabilities or services.

2. Confidentiality

Client agrees to treat the following as "IBM Confidential Information" regardless of whether they contain restrictive markings indicating the confidential nature thereof or have been identified as IBM Confidential Information prior to disclosure: (a) the Preview Service, (b) any information provided to Client by IBM with regard to the Preview Service including, but not limited to, Preview Service related materials such as specifications, plans, trends, strategies, benchmarks, performance characteristics, comparisons and other assessments of the Preview Service, (c) any information related to Client's access to the Preview Service including, but not limited to, passwords or other access codes, and (d) all data, feedback, suggestions and/or written materials that Client provides to IBM related to the Preview Service. Client is authorized to use the IBM Confidential Information solely for the purpose of enabling Client to evaluate the Cloud Service and provide feedback to IBM. Notwithstanding any other terms of this Agreement, Client agrees not to communicate, publish, disseminate or otherwise discuss with or disclose to any third party the IBM Confidential Information (including but not limited to articles, papers or other written materials pertaining to the IBM Confidential Information) prior to IBM making such IBM Confidential Information publicly available without a non-disclosure obligation.

Client agrees to use the same care and discretion to avoid disclosure of the IBM Confidential Information as Client uses with their own similar information that Client does not wish to disclose, but in no event will such degree of care be less than reasonable care. Client's obligations with respect to the IBM Confidential Information will continue for a period of five years from disclosure of the IBM Confidential Information. Client agrees not to disclose to IBM any information that is considered confidential or proprietary to Client or any third party except under a signed, separate, written confidential agreement.

Notwithstanding the existence of any confidentiality or other agreement Client may have with IBM pertaining to confidential information, the preceding paragraphs will govern the treatment of the IBM Confidential Information.

3. 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>

4. Service Levels and Technical Support

4.1 Service Level Agreement

Service Level Agreements are not applicable for this Cloud Service.

4.2 Technical Support

Technical support is not applicable for Preview Services.

5. Charges

Generally, there are no charges for use of the Preview Service, 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 Preview Service or third-party service, then Client is responsible to pay any such amount imposed.

6. 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.

6.1 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.

Solution Data – consists of data related to Consignments provided to the Cloud Service by Participants.

6.2 Client Provided Data

- a. To the extent the use of the Preview Services includes the provision of Client Provided Data, 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. Client shall not, without the express written permission of IBM, systematically redistribute Solution Data to any party, including, without limitation, redistribution by EDI transfer, API integration, bulk file transfer, or any other systematic means.
- d. If IBM changes terms applicable to the Preview Services, modifies the computing environment, or withdraws features, in whole or in part, continued use of the Trial Services is Client's acceptance of any such change. If Client does not accept a change, Client is responsible to discontinue use upon receipt of such notice.

6.3 Data Retention

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

6.4 Client Feedback

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