

Service Description

TradeLens Bill of Lading Verifier

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 Bill of Lading Verifier

The Cloud Service is available as a pay-per-use or a subscription offering. Through a query Application Programming Interface (API), Client can – with the appropriate permission – access the data of available bills of lading from a participating ocean carrier. Permission to access the information will be granted pursuant to Section 5.1 below.

Documentation regarding use of the Cloud Service is available at:

http://docs.tradelens.com/how_to/bill_of_lading_verifier/.

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 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.
- API Call is the invocation of the Cloud Services through a programmable interface.
For purposes of the Cloud Service, Client will be charged for each unique bill of lading number submitted to the API provided that the carrier issuing the bill of lading is actively publishing bill of lading information to the platform.

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 Data Sharing

Client is able to access a bill of lading by providing the following corresponding verification data from the physical copy in Client's possession: (i) bill of lading number; and (ii) shipper field information.

Client shall not, without the express written permission of IBM, redistribute data received from the Cloud Service to any party including, without limitation, redistribution by EDI transfer, API integration, bulk file transfer, or any other systematic means.

5.2 Validation, Indemnity

Client is only permitted to use the Cloud Service to view the bill of lading if Client is otherwise in possession of, and authorized to receive, such bill of lading as a financing party to the corresponding supply chain transaction.

IBM may request that Client validate its source of verification data by providing IBM with a physical copy of the bill of lading. Client's failure to comply with the request shall be deemed a material breach entitling IBM to terminate this Agreement immediately for cause. If IBM discovers that Client misrepresented its status as a party to a supply chain transaction to gain unauthorized access to the bill of lading, IBM reserves the right to notify affected parties.

Client shall fully indemnify and hold IBM and the TradeLens Participants harmless against any direct losses or damages arising from or related to Client's use of the Cloud Service to gain unauthorized access to a bill of lading.

5.3 Assignment

Assignment of the Agreement by IBM in conjunction with the sale or transfer, whether by merger, change of control, joint venture, initial public offering, or otherwise, of any portion of IBM's business that includes the Cloud Service is not restricted.