TradeLens Platform Service Description

TradeLens Platform Core

This Service Description describes the TradeLens Platform Service (the “Service”) GTD Solution Inc. (“Company”) provides to Client. Client means the contracting party and its authorized users and recipients of the Service. This Service Description is governed by, and hereby incorporates by reference, the TradeLens Platform Services Agreement. The applicable order documents provide pricing and additional details about Client’s Order.

1. Service Description

The TradeLens Platform is a global trade digitized solution jointly owned by the Company and IBM. IBM is contractor to the Company and a subprocessor for the provisioning and management of the Service. The Service is available as a pay-per-use or a subscription offering. It provides visibility into the movements of international shipments using the permissions defined in the Data Sharing Specification as well as the ability to share structured and unstructured documents between trade parties.

The 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.

Documentation regarding use of the TradeLens Platform is available at https://docs.tradelens.com/.

2. Definitions

The following definitions are used within this Service Description:

“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/reference/. The TradeLens Data Sharing Specification is subject to change periodically, particularly around the release of a new version of the applicable 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 TradeLens Platform who may provide and/or exchange information with the TradeLens Platform.

“Client Provided Data” means the data that Client provides to the TradeLens Platform.

“Solution Data” consists of data related to Consignments provided to the TradeLens Platform by Participants.

3. Service Levels and Technical Support

3.1 Service Level Agreement

The Service is hosted on the IBM cloud. Company provides Client with the following availability service level agreement (SLA). Company will apply the highest applicable compensation based on the cumulative availability of the 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 that Client is unable to access the Service (a “Service Down” event) in the contracted month, divided by the total number of minutes in the contracted month. 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

Classification: Confidential
### Availability

<table>
<thead>
<tr>
<th>Availability</th>
<th>Credit (% of monthly subscription fee*)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 99.9%</td>
<td>2%</td>
</tr>
<tr>
<td>Less than 99.0%</td>
<td>5%</td>
</tr>
<tr>
<td>Less than 95.0%</td>
<td>10%</td>
</tr>
</tbody>
</table>

*The subscription fee is the contracted price for the month which is subject to the claim.

#### 3.2 Technical Support

Technical support for the Service is provided by IBM. This support can be accessed via email, online forums, and an online problem reporting system. You can access TradeLens technical support via the TradeLens website at [https://link.tradelens.com/support](https://link.tradelens.com/support). The service support guide is available at [https://www.ibm.com/support/home/pages/support-guide/?product=3878809](https://www.ibm.com/support/home/pages/support-guide/?product=3878809). It provides technical support contact, and other information and processes.

#### 4. Commercial Support

Commercial support, including but not limited to questions on billing – is provided by the Company. This support can be accessed via email at finance@gtdsolution.com.

#### 5. Charges and Billing Information

##### 5.1 Charge Metrics

The Service shall be charged in accordance with the specifications in Client’s Order:

The following charge metrics apply to this Service:

- Access is the right to access functionality of the Service.
- Item is an occurrence of a specific item that is processed by, managed by, or related to the use of the Service.

For the purpose of this Service, an Item is an intermodal container that has reached its destination or is associated with a consignment that is no longer being tracked by the Service during the measurement period.

##### 5.2 Overage Charges

If actual usage of the Service during the measurement period exceeds the entitlement specified in Client’s Order, an overage charge will be billed at the rate specified in the Order in the month following such overage.

#### 6. Term and Renewal Options

The term of the Service begins on the date Company notifies Client of their access to the Service, as documented in the Order. The Order will specify whether the Service renews automatically, proceeds on a continuous use basis, or terminates at the end of the term.

For automatic renewal, unless Client provides written notice not to renew at least 90 days prior to the term expiration date, the Service will automatically renew for the term specified in the Order.

For continuous use, the Service will continue to be available on a month to month basis until Client provides 90 days written notice of termination. The Service will remain available to the end of the calendar month after such 90-day period.

#### 7. Data Sharing

- Client may provide Client Provided Data to the Service in accordance with the Data Sharing Specification for each Consignment tracked by the Service. Client agrees that Company 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.

- Client acknowledges that its access to data related to a Consignment tracked by the Service will be as stipulated in the Data Sharing Specification.
c. To the extent necessary, Client authorizes all Participants that are involved in Consignments tracked by the Service, such as ocean carriers, terminals, customs authorities, third party logistics service providers, and inland transportation providers, to provide to the Service data for those Consignments in accordance with the Data Sharing Specification. Solely for purposes of this Section 7(c), such third-party Participants shall be deemed to be third-party beneficiaries entitled to the rights and benefits provided by this Section 7(c) and may enforce the provisions of this section as if they were parties hereto.

8. **Assignment**

The Company may assign this Agreement in conjunction with a joint venture or initial public offering or otherwise in connection with a sale of any portion of the Company’s business that includes the Service.