

# GLN SERVICES TERMS

Version: GDSG20.2

## 1 APPLICABILITY

These terms ("GLN Services Terms") shall only be applicable to Agreements which incorporate them by reference, including with the specific version code. Further, the GLN Services Terms will apply only to such products and services that are defined as or are labeled as "GLN Services" by Descartes in the Order Form. These terms are in addition to any other terms and conditions provided under the Agreement.

## 2 GLN SERVICES

- (a) Descartes shall provide the GLN Services to Customer during the Term of the Agreement at the service levels described in the Agreement. As part of Customer's subscription to the GLN Services, the underlying applications that Descartes uses to provide GLN Services may be updated from time to time to the extent that Descartes makes such updates available to all customers as part of a generally available release.
- (b) Customer is authorized to Use the GLN Services described in the Agreement solely for the Permitted Use. Customer is not authorized to Use any Module associated with the GLN Services unless that Module is specifically listed in the Order Form or any subsequent ordering document.
- (c) No license is given to any of the underlying software, hardware, or other systems used by Descartes to provide the GLN Services to Customer. Customer is solely authorized to access the GLN Services via the applications or means of connection specified by Descartes. Customer is responsible for adhering to all such specifications to ensure connectivity with the GLN Services.
- (d) Descartes may, but shall be under no obligation to, modify the GLN Services, provided such modification does not result in a material loss of functionality in the GLN Services as compared to the GLN Services as of the Effective Date.

## 3 PERMITTED USERS

- 3.1 Permitted Users of GLN Services.** Customer will be solely responsible for selecting the Permitted Users. Depending on the GLN Service, Customer will either be able to set up its Permitted Users' accounts itself or will need to provide relevant user details to allow Descartes to set up the relevant Permitted Users' accounts. Where Permitted Users' accounts need to be set up by Descartes, Customer will ensure it provides Descartes with timely updates on any changes to its list of Permitted Users.
- 3.2 Responsibility for Permitted Users.** Regardless of how Permitted Users' accounts have been set up, Customer agrees that it is responsible for all Permitted Users who Use the GLN Services. Accordingly, the terms, conditions, restrictions and obligations of the Agreement (excluding Customer's payment obligation to Descartes) shall be construed to also apply to all Permitted Users, and Customer shall be liable for any breach of the Agreement by a Permitted User.

## 4 REGULATORY COMPLIANCE

- 4.1 Applicability.** The obligations described under this section shall only apply to those specific GLN Services

which are identified in the Documentation as being designed by Descartes to facilitate compliance with the specific requirements of a Regulatory Authority.

- 4.2 Maintaining Regulatory Compliance.** Where a Regulatory Authority issues a new or updated Regulatory Authority Requirements, within a reasonable period of time, Descartes will use commercially reasonable efforts, as part of Support Services provided under the Agreement, to: a) update the GLN Services subscribed to by the Customer to materially comply with the Regulatory Authority Requirements; or b) provide a workaround to enable the GLN Services to meet the Regulatory Authority Requirements.

- 4.3 Limitations on Regulatory Compliance.** Customer understands and agrees that, unless expressly stated in the Order Form or any statement of work, the obligations described in section 4.2 shall be Descartes sole obligation regarding the Regulatory Authority Requirements. Further, notwithstanding anything to the contrary in this Agreement, Descartes shall not be obligated to: i) make any changes to the interface of any GLN Services to allow or enable Customer's system or Customer Equipment to communicate with the Descartes GLN; ii) change or update the GLN Services to account for any Regulatory Authority converting or migrating to a new system or program, including but not limited to any introduction of new declaration flows; iii) make any changes to any Customer specific configurations of the GLN Services, including but not limited to any Customer specific mapping; or iv) add any additional business validations related to any applicable Regulatory Authority declaration system.

- 4.4 Non-Compliance.** If Customer reasonably believes the GLN Services do not comply with an applicable Regulatory Authority Requirement, Customer will first notify Descartes in writing, in accordance with the notice provision of the Agreement, and provide sufficient details of the alleged non-compliance to allow Descartes to identify the specific rule or part of the Regulatory Authority Requirement with which the GLN Services do not comply with. Descartes shall have fifteen (15) days to review, verify, and remedy any established non-compliance with a Regulatory Authority Requirement. If Descartes is unable to remedy the non-compliance with the Regulatory Authority Requirement, as determined by the Regulatory Authority or an individual with expertise in the Regulatory Authority Requirement, Customer may terminate this Agreement on thirty(30) days' notice to Descartes without prejudice to any other lawful rights or remedies available to Customer.

## 5 DEFINITIONS

- 5.1 "Descartes GLN"** means the physical hardware architecture and communication infrastructure operated by Descartes over which Descartes makes its network-based services generally commercially available, including the operating system, system and network interfaces, internal network, databases, disk storage, central applications, engines, warehouses and internal communications backbone.
- 5.2 "Effective Date"** means the date that the Agreement becomes effective, as identified in the Agreement and, in the absence of a specific effective date being so set

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out, the date of signature of the Agreement by Descartes.

- 5.3 **"GLN Services"** means those products or services that are defined or are labeled as "GLN Services" by Descartes in the Order Form.
- 5.4 **"Module"** means an addon, module, or service which is designed to be integrated with the GLN Services but which is not designed to be an essential component which the GLN Services requires to function as designed.
- 5.5 **"Order Form"** means any document issued by Descartes and identified as an Order Form, GLN Services Agreement, or any other similar such ordering document.
- 5.6 **"Permitted Use"** means Use for internal business in accordance with and subject to the Scope of Use and Documentation. Except as expressly provided the Agreement, "Permitted Use" does not include redistribution, remarketing, loaning, renting, sublicensing or otherwise making GLN Services available or accessible to any third party.
- 5.7 **"Permitted User"** means those individuals or classes of individuals identified in an Agreement whom Customer may authorize to Use the GLN Service.
- 5.8 **"Regulatory Authority"** means a country-specific, government agency, customs authority or other official entity sanctioned by the government of that country to in connection with regulatory program receive messages or other material generated by the GLN Services within the scope of Modules subscribed to by Customer pursuant to an Agreement.
- 5.9 **"Regulatory Authority Requirement"** or **"Regulatory Authority Requirements"** means a technical requirement of a Regulatory Authority's filing system set out in the applicable Regulatory Authority's message implementation guidelines, technical, or functional specifications, as well as any revisions made by the Regulatory Authority to said technical requirement.
- 5.10 **"Scope of Use"** means the scope for which the GLN Services can be Used, including restrictions on such Use, as identified in the Agreement.
- 5.11 **"Support Services"** means support services in respect of GLN Services subscribed to pursuant to an Agreement and described in the GLN Services Delivery Policy.
- 5.12 **"Term"** shall mean the period of time commencing on the Effective Date for which the Agreement is to be in force, as identified in the Agreement.
- 5.13 **"Use"** means to load, execute, employ, utilize, store or display. Use is deemed to occur where any such process occurs or at any computer terminal or workstation that initiates or is activated by any such process.

[End of terms.]