

Product Schedule – Aljex

Version: PAJDSG24.0

1 APPLICABILITY

These terms (“Product Schedule”) are applicable only to Descartes products or services that have been branded by Descartes as being part of the “Aljex” product family (hereafter “GLN Services” for the purposes of this Product Schedule) or where this Product Schedule has been otherwise described as applying to the provision of Descartes products or services. These terms are in addition to any other terms and conditions provided under the Agreement.

2 USE AND RESTRICTIONS

- 2.1 The GLN Service are provided to Customer only within the duration of the Agreement and subject to the terms of the Agreement. The GLN Services may be Used by Customer and its Permitted Users in connection with the management of shipping orders to inform decision making on best mode and least cost methods of transportation, track and trace visibility, and automation of certain transportation and supply chain related daily tasks.
- 2.2 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.
- 2.3 Customer and its Permitted Users are authorized to Use the GLN Services described in the Agreement solely for the Permitted Use. Customer or its Permitted Users are 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.
- 2.4 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.
- 2.5 Customer, in using the GLN Services, agrees not to knowingly do or allow any other party to do on their behalf, including but not limited to Permitted Users, any of the following: (i) upload or otherwise send to Descartes or the GLN Services files that contain viruses, malware, corrupted files, or any other similar software or programs; (ii) use the GLN Services for illegal purposes, to further an illegal or criminal venture, or in any manner that might reasonably be considered as causing, inciting, encouraging, or aiding in the commission of a nuisance or criminal offence; (iii) interfere with or intentionally disrupt or put at risk the GLN Services, the underlying network systems supporting the GLN Services, or the ability of other users or customers of Descartes to use the GLN Services; and (iv) post, promote, or transmit any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, hateful, racially, ethnically or otherwise objectionable material of any kind or nature through the GLN Services.
- 2.6 Where Customer determines that it has violated section 2.5 Customer will, without undue delay, notify Descartes of the violation. Where Descartes reasonably determines that a violation of the above listed sections has occurred, Descartes may suspend, either temporarily or permanently as is reasonable under the circumstances, the access of Customer or its Permitted Users until such time as the violation has been remedied and there is no reasonable basis to believe that continued violations will occur.

3 DESCARTES’ RIGHTS

- 3.1 Customer grants to Descartes and its Affiliates a worldwide, limited-term license to host, copy, transmit, modify, encrypt, and display Customer Data, but only to the extent that it is reasonably necessary for Descartes to provide the Services in accordance with this Agreement or as otherwise provided for under the Agreement, and for no other purpose.
- 3.2 Descartes may, but shall be under no obligation to, modify or update the GLN Services from time to time, 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.

4 PERMITTED USERS

- 4.1 Permitted Users of GLN Services.** Customer will be solely responsible for selecting and administering the Permitted Users, as well as ensuring any changes to those Permitted Users are done in a timely manner. Where Customer requests Descartes to set up or maintain Permitted Users' accounts, Customer will ensure it provides Descartes with timely updates on any changes to its list of Permitted Users.
- 4.2 Responsibility for Permitted Users.** Customer agrees that it is responsible for all Permitted Users who Use the GLN Services and for ensuring that its Permitted Users do not breach or do not cause Customer to be in breach of Customer's obligations under the Agreement. For the purposes of this Agreement, Permitted Users shall be deemed to be agents and/or representatives of the Customer regardless of who their actual employer may be.

5 DELIVERY OF GLN SERVICES; SUPPORT

The delivery of GLN Services as well as the provision of support related to the GLN Services is provided subject to Descartes GLN Services Delivery Policy, a current copy of which can be found at <https://www.descartes.com/legal/customer-agreements/gln-services-delivery-policy> (the "Delivery Policy"). To the extent there is any contradiction or conflict between the terms of the Delivery Policy and this Product Schedule, any Order Form, or any Master Terms, the terms of the Delivery Policy shall be subordinate to all those other terms.

6 THIRD PARTY PROCESSORS

For the purpose of the Data Processing Terms, as referenced in the Master Terms, the Third Party Processors involved in the provision of GLN Services is as set out under Annex "A" to this Product Schedule.

7 DEFINITIONS

- 7.1 "Customer Equipment"** means Customer's computer, workstation, server, mobile device, or other similar such system which is owned or managed by the Customer and which Descartes products or services are installed in, operated from, or accessed through.
- 7.2 "Included Volume"** means the total number of transactions or other units of measure, as the case may be, that Customer is allotted under their subscription to the GLN Services, calculated in aggregate across the Order Form and any other Supplementary Order Forms that reference that Order Form.
- 7.3 "Mobile Application" or "Mobile Applications"** means Software that is designed to be installed on a phone, tablet, or other portable device running an Android, iOS, or Windows Mobile operating system and which was produced by or supplied by Descartes to Customer as part of the GLN Services.
- 7.4 "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 or required component of the GLN Services.
- 7.5** Additionally, the following terms are defined in the Order Form that references this Product Schedule, or in the Master Terms as referenced by that Order Form:
- (a) "Agreement"
 - (b) "Customer Data"
 - (c) "Descartes GLN"
 - (d) "Effective Date"
 - (e) "GLN Services"
 - (f) "Master Terms"
 - (g) "Order Form"
 - (h) "Permitted Use"
 - (i) "Permitted User"
 - (j) "Services"
 - (k) "Scope of Use"
 - (l) "Support Services"
 - (m) "Term"
 - (n) "Use"

[End of Product Schedule, Annex "A" to immediately follow.]

Annex “A”

Third Party Processors

Third Party Processors involved in the provision of the GLN Services described under this Product Schedule:

Name	Function/Purpose	Location
Microsoft Corporation	Azure cloud hosting services and data storage	United States, Canada
Sertifi, Inc.	E-signature services	United States

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Annex “B”

Personal Data Supplement

For the purposes of any Model Clauses, as may be required under the Descartes Data Processing Terms, the following information will shall supplement Annex 1 to the Model clauses (as that term is defined in the Data Processing Terms).

Categories of data subjects whose personal data is being transferred

Only the following categories of data subjects:

- Permitted Users (credential and access related information only).
- Recipients of items being shipped (names and addresses).

Categories of personal data transferred

Only the following types of personal information will be processed within the Descartes products or services:

- Names (which may include first, last, or full names);
- Contact information (such as telephone numbers, mailing address, and email addresses);
- Delivery addresses;
- User order/ load details (such as items to be delivered, delivery date and time);
- Location data of delivery drivers;
- Any personal information that can be inferred from or incidental to any photographs taken by the delivery driver in connection with their delivery to a user.

Transfers to sub-processors

Name	Type of Personal Data	Processing Duration	Purpose	Location
Microsoft Corporation	All Personal Data	Duration of the contract	Hosting of application environment in Azure	United States of America, Canada
Sertifi, Inc.	Personal Data as required	Duration of the signing services	E-signature services	United States of America