GLN SERVICES TERMS

Version: GDSG20.1

1 APPLICABILITY

These terms ("GLN Service Terms") shall only be applicable to Agreements which incorporate them by reference, including with the specific version code. Further, the GLN Service 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 shall be authorized solely to Use the GLN Services for the Permitted Use.

(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 when 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 Software or 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 DEFINITIONS

4.1 "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.

4.2 "**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 out, the date of signature of the Agreement by Descartes.

4.3 "**GLN Services**" means those products or services that are defined or are labeled as "GLN Services" by Descartes in the Order Form.

4.4 "Order Form" means any document issued by Descartes and identified as an Order Form, GLN Services Agreement, or any other similar such ordering document.

4.5 "**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 any Software or GLN Services available or accessible to any third party.

4.6 "**Permitted User**" means those individuals or classes of individuals identified in an Agreement whom Customer may authorize to Use the Software or GLN Service.

4.7 "**Scope of Use**" means the scope for which the Software or GLN Services can be Used, including restrictions on such Use, as identified in the Agreement.

4.8 "**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.

4.9 "**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.]