

# GLN SERVICES TERMS

**Version: GDSG21.0**

## **1 APPLICABILITY**

These terms ("GLN Services Terms") shall only be applicable to Order Forms 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 USE AND RESTRICTIONS**

- 2.1** 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.
- 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 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.
- 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** 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.
- 2.6** Customer shall not knowingly take any actions that would result in defeating, circumventing, or otherwise avoiding any controls Descartes may have in place to restrict, control, or enforce any account limitations on the use or access of GLN Services or any Module.
- 2.7** Customer, in using the GLN Services, agrees not to knowingly: (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 networks connected to 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.

- 2.8** Where Customer determines that it has violated section 2.6 or section 2.7, 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 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 DEFINITIONS**

- 4.1 "Agreement"** means the combination of the Order Form, these Master Terms, and any additional terms as specified in the Order Form or which the Order Form incorporates by reference
- 4.2 "Customer Data"** means the data described in the Master Terms.
- 4.3 "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.
- 4.4 "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.
- 4.5 "GLN Services"** means those products or services that are defined or are labeled as "GLN Services" by Descartes in the Order Form.
- 4.6 "Module"** means an add-on, 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.

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- 4.7 "Order Form"** means any document issued by Descartes and identified as an Order Form, GLN Services Agreement, or any other similar such ordering document, but for the purposes of these GLN Services Terms does not include any documents that are incorporated by reference into the Order Form.
- 4.8 "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.
- 4.9 "Permitted User"** means those individuals or classes of individuals identified in an Agreement whom Customer may authorize to Use the GLN Service.
- 4.10 "Scope of Use"** means the scope for which the GLN Services can be Used, including restrictions on such Use, as identified in the Agreement.
- 4.11 "Support Services"** means support services in respect of GLN Services subscribed to pursuant to an Agreement and described in the GLN Services Delivery Policy.
- 4.12 "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.
- 4.13 "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 GLN Services Terms.]