

DATA SERVICES AND CONTENT TERMS

Version: CDSG21.1

1 APPLICABILITY

These terms ("Data Services Terms") shall only be applicable to Order Forms which incorporate them by reference, including with the specific version code. Further, the Data Services Terms will apply only to such products and services that are defined as or are labeled as "Data Services" or "Data Content" 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 is authorized to Use the Data Services and/or Data Content, as described in the Agreement solely for the Permitted Use. Customer is not authorized to Use any Module associated with the Data Services unless that Module is specifically listed in the Order Form or any subsequent ordering document.

2.2 No license is given to any of the underlying software, hardware, or other systems used by Descartes to generate or provide the Data Services or Data Content to Customer.

2.3 Data Services and Data Content are for Customer's own internal business purposes and is not to be resold, transferred, repurposed, or otherwise provided to any third parties unless otherwise explicitly permitted in the Order. Where Customer is permitted to provide third parties with any type of access to the Data Services or Data Content, Customer shall refrain from presenting, suggesting, stating, or implying that the Data Services or Data Content were created, collated, developed, or made by Customer or any other characterization that would cause a reasonable person to believe that Customer owned or controlled the intellectual property rights to the Data Services or Data Content.

2.4 Data Services Subscriptions

(a) Customer grants to Descartes and its Affiliates a worldwide, limited-term license to host, copy, transmit, modify, encrypt, and display data provided by Customer, but only to the extent that it is reasonably necessary for Descartes to provide the Data Services in accordance with this Agreement or as otherwise provided for under the Agreement, and for no other purpose.

(b) Descartes shall provide the Data 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 Data Services, the underlying applications that Descartes uses to provide Data 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.

(c) Customer is solely authorized to access the Data 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 Data Services.

(d) Descartes may, but shall be under no obligation to, modify or update the Data Services from time to time, provided such modification does not result in a material loss of functionality in the Data Services

as compared to the Data Services as of the Effective Date.

(e) Customer, in using the Data Services, agrees not to knowingly: (i) upload or otherwise send to Descartes or the Data Services files that contain viruses, corrupted files, or any other similar software or programs; (ii) use the Data Services for illegal purposes, to further an illegal or criminal venture, or in any manner that might reasonably be considered as inciting, encouraging, or aiding in the commission of a nuisance or criminal offence; (iii) interfere with or intentionally disrupt or put at risk the Data Services, the underlying network systems supporting the Data Services, or the ability of other users or customers of Descartes to use the Data 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 Data Services.

2.5 Data Content License

(a) Customer shall not knowingly use the Data Content for an illegal purpose, to further an illegal or criminal venture, or in any manner that might reasonably be considered as inciting, encouraging, or aiding in the commission of a criminal offence.

(b) Customer is granted a license to use the Data Content as it exists as of the Effective Date and for any new releases, modifications, updates or other changes that Customer becomes entitled to pursuant to an Agreement.

(c) If Customer breaches the Agreement by Using the Data Content beyond the Permitted Use, then Customer shall pay to Descartes on demand any amounts required to bring Customer's Use of the Data Content into compliance with the Permitted Use, as determined with reference to Descartes' current price list for the Data Content. This remedy shall be in addition to, and not in lieu of, any other right or remedy that Descartes may have pursuant to the Agreement with respect to such a breach of the Agreement by Customer.

2.6 Violations

Where Customer determines that it has violated sections 2.4(e) or 2.5(a), as the case may be, Customer will, without undue delay, notify Descartes of the violation. Where Descartes reasonably determines that a violation of any 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 Data Services. Customer will be solely responsible for selecting the Permitted Users. Depending on the Data 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

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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 Data 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 "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 "Data Services"** means those products or services that are defined or are labeled as "Data Services" by Descartes in the Order Form.
- 4.4 "Data Content"** means those products or files that are defined or labeled as "Data Content" by Descartes in the Order Form.
- 4.5 "Module"** means an addon, module, or service which is designed to be integrated with the Data Services but which is not designed to be an essential component which the Data Services requires to function as designed.
- 4.6 "Order Form"** means any document issued by Descartes and identified as an Order Form, Data Services Agreement, or any other similar such ordering document, but for the purposes of these Data Services Terms does not include any documents that are incorporated by reference into the Order Form.
- 4.7 "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 Data Services available or accessible to any third party.
- 4.8 "Permitted User"** means those individuals or classes of individuals identified in an Agreement whom Customer may authorize to Use the Data Service.
- 4.9 "Scope of Use"** means the scope for which the Data Services can be Used, including restrictions on such Use, as identified in the Agreement.
- 4.10 "Support Services"** means support services in respect of Data Services subscribed to pursuant to an Agreement and described in the GLN Services Delivery Policy.
- 4.11 "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.
- 4.12 "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 Data Services Terms.]