



CMA CGM API TERMS OF SERVICE

The API Services Agreement, the API Pricing and the present Terms of Service are binding between the Parties (all of these documents are collectively referred to as the "Agreement" or "Terms") constitute a binding agreement between:

CMA CGM S.A., Boulevard Jacques Saadé, 4 Quai d'Arenc, Marseille (13 002), registered at the Marseille RCS under 562 024 422 ("**CMA CGM**") and You as a user ("**You**").

In the event access to the Services is given by any of CMA CGM Carriers, these Terms shall apply and any reference to CMA CGM shall be understood as a reference to any of the following Carriers as the case may be : APL, ANL, CNC Your access to and use of the Services are subject to Your acceptance and compliance with the Terms. The Services include access and use of data made available by CMA CGM, and any content contained therein, on a royalty free basis through the API ("**API Data**").

If You use the Services on behalf of a legal entity, You represent that You have the authority and have obtained all necessary consents to bind such entity to these Terms and that You accept these Terms on behalf of such entity. All references to "**You**" mean, as applicable and depending on the context, You or such entity.

CMA CGM may make changes to the Terms and any related documents, at its own discretion, and without notice.. You are advised to consult these Terms regularly for any changes. In the event that the changes materially alter the Services, CMA CGM will make reasonable efforts to notify You of such change. Your continued use of the Services indicates that You have read, understood and agreed to the current version of these Terms.

1. Registration

In order to access the Services, You must register and create an account on CMA CGM API Web Portal : <https://digitalportal-services-apis-pre.axwaycloud.net/index.php> ("**Portal**").

You must ensure that the information You provide to CMA CGM is accurate and updated..

Once Your account has been validated by CMA CGM, You will receive a confirmation email with Your personal Identification number ("API Key" or "OAuth2 credentials") in order to access and use the Services. The full registration process may take two to five working days.

Your access to the Services is personal and confidential. You are responsible for maintaining appropriate security (including technical and organizational measures) to keep Your credentials confidential. You must not enable any third party to access the Services, including by use of Your credentials. You must not sublicense Your access to, or Your use of, the Services.

2. Provision of the Services

The Services include the provision of application programming interfaces, the files containing multiple data records, our technical documentation related to the APIs and our reporting feature enabling to follow up Your live consumption.

2.1 Test environment

To support the development of Your application, CMA CGM provides a testing environment for the Services. Depending on the API, You will access either directly to the production environment with a limited volume of transaction (direct access to our freemium offer specified in Article 4.1) or to a dedicated testing environment with no consumption limitation. Before going live, You must instruct CMA CGM and validate our pricing offer.

2.2 Service availability and accessibility

CMA CGM will use commercially reasonable efforts to make the Services available 24 hours a day, 5 days a week, except for planned downtime and unforeseen circumstances. The Services are guaranteed 96% of the time on a monthly basis. CMA CGM may perform maintenance operation scheduled on Saturdays or Sunday. Maintenance notices will be provided by email. CMA CGM will not be liable for failure to provide access to the Services due to any emergency maintenance, any catastrophic system failure at CMA CGM, any failures of Customer's equipment or systems, or due to acts outside the control of CMA CGM.

2.3 Usage limitation

In order to guarantee a good service level for its clients, CMA CGM sets and enforces, at its sole discretion, limits on Your use of the APIs (e.g. limiting the number of API requests that You may make or the number of users You may serve).

Running batches with APIs contributes to degrading CMA CGM's Services performance, and CMA CGM highly encourages clients to setup transactional interfaces with local cache rather than regular bulk data retrieval.

If You would like to use any API beyond these limits, You must obtain CMA CGM's express consent (and CMA-CGM may decline such request or condition acceptance on Your agreement to additional terms and/or charges for that use). To seek such approval, contact the relevant CMA CGM API team for information. CMA CGM may apply additional costs to meet Your request.

2.4 Changes of Services and updates

You acknowledge that the API are subject to evolutions. Due to the nature of the Services, CMA CGM may from time to time make changes to the Services, which will include adding, updating or discontinuing any Services or part of the Services.

For existing API, CMA CGM may make minor changes that will not break the interface compatibility with clients.

CMA CGM may also make major changes with compatibility breaking change on an API interface. In this case You will have 90 days after notice to migrate to the new API interface. After this period the old API interface will be unavailable.

CMA CGM shall use reasonable efforts to inform You of such changes in advance so that You may continue using the Services with minimal interruption. If You disagree with such changes, Your sole remedy is to terminate the API Services Agreement, as provided under Article 6.

2.5 Support

Support availability. CMA CGM provides a 24/5 support service. It covers all technical or functional bugs that may impact the use of the Services and delivers a first level of functional advises. Prior to making a request, You will use reasonable effort to resolve any error or network connectivity effect without escalation to CMA CGM support team. All support provided by CMA CGM will be provided in French or English language.

Request submission. Support requests must be submitted to CMA CGM support team by posting an email to b2becustomersupport@cma-cgm.com. The request must include sufficient information such as: API name and version; description of the issue, including any error messages; and designated contacts commit to further communication via email or telephone to answer questions and assist CMA CGM Support Personnel as needed. CMA CGM will respond to a request by acknowledging the Request's receipt. Customer agrees that CMA CGM may be unable to provide answers to, or resolve, all requests.

Characterization of Requests. Upon receiving a request from a designated contact, CMA CGM will confirm whether the request is a bug or an errors in data or an evolution request. If the request involves a bug or errors in data, CMA CGM will use commercially reasonable efforts to update its APIs as requested by Customers. If CMA CGM deems a request to be an evolution request, we will log such request for consideration and will consider the request resolved. CMA CGM is under no obligation to respond to or to include any such Feature Request in any future update or release.

Response Times. CMA CGM will make commercially reasonable efforts to respond to requests within the following respond times:

- Service Unavailable or blocking issue First Response (P1) - 4 hours;
- Standard Request First Response (P2, P3) - 48 hours;
- Evolution Request First Response - 48 hours.

Exclusion. For any other support cases not described in this agreement, CMA CGM may charge consulting fee for providing technical support (You can refer to the Pricing document delivered by Your CMA CGM point of contact). CMA CGM won't provide support for non-compliant use of the Services.

3. Your obligations

You are responsible for connecting the API Yourself. It implies You have the relevant IT skills to perform the implementation of the Services into Your IT system.

You are fully responsible for Your use of the Services, and the development, functioning and maintenance of Your application. You must comply with and act in accordance with all instructions, documentation, systems, software and other requirements as stated on and/or made available by CMA CGM in relation to the Services.

For up-to-date API Data, You must periodically refresh Your API requests.

In the event You use the Services on behalf of an Existing Client of the CMA CGM Group, You acknowledge that You have the authority to do so. For the purposes of this clause, an Existing Client is a customer who has been identified as a party identified in a bill of lading relating to a shipment with one of the carriers of the CMA CGM Group.

For private API and/or additional Existing Client, You must provide a Client Mandate, as provided in Appendix C.

In the event of termination of the agreement between You and an Existing Client, You undertake to inform CMA CGM within five (5) business days, in order to enable CMA CGM to stop the transfer of API Data to the benefit of this Existing Client. In the event of a claim by an Existing Client in relation to Your use of the Services, You agree to be solely responsible for any damages resulting from the API Services Agreement.

4. Intellectual Property Rights

4.1 License to use the Services and API Data

CMA CGM grants You a worldwide, limited, non-exclusive, non-transferable license to use (i) the Services for the duration of the API Services Agreement and (ii) API Data, in any format, for the duration of protection of intellectual property rights.

You must not use the Services in any way that would, or would be likely to contribute to break, disrupt, detrimentally interfere with, degrade the performances of, circumvent the security of, or test the vulnerability of, any part of the API or any underlying systems or networks of CMA CGM.

You must not reverse-engineer or otherwise derive source code, trade secrets, or know how in the API, unless otherwise permitted by applicable law.

If You modify or adapt API Data, You must not alter the meaning of the information contained therein, nor render such API Data inaccurate. You must not modify or adapt any API Data in a manner that may cause harm or prejudice to CMA CGM. In any case, CMA CGM may not be held liable for any API Data which have been modified or adapted.

The databases containing the API Data made available through the Services are owned by CMA CGM. You acknowledge that the content of such databases may be the result of substantial investments by CMA CGM and marked as such. You must not attempt to rebuild the databases exposed through the API, nor to extract, scrape, or reuse, in whole or in quantitatively or qualitatively substantial parts, such content.

You must include any attribution required by CMA CGM as described in the API Documentations of the relevant API. However,

4.2 Right to use Your data

You may submit data to CMA CGM through the API if applicable, as described in the API Documentations and in compliance with any requirements set forth in the API Documentations, including formats and specifications.

For any data You submit through an API, You grant CMA CGM a worldwide, nonexclusive, transferable, royalty-free license, for the duration of protection of applicable intellectual property rights (and any extension thereof), to use, reproduce, modify, adapt, represent, and make available such data, and any content contained therein, for the purposes of: contributing to API Data, improving the API, and any other products and services of CMA CGM, including for commercial purposes. CMA CGM reserves the right to refuse or deny any such data submitted by You, at its discretion.

You represent that You are entitled to grant all the rights subject to this licence, and You agree to indemnify CMA CGM against any claims from any third parties relating to data submitted by You.

You must ensure that any data submitted by You is accurate and as precise as possible, and You must maintain the accuracy of such data. You must ensure that any data You submit is not corrupted, and You must not submit any trojan, malware, virus or other harmful data.

5. Pricing

APIs are categorized between free and paying APIs and different pricing models may be applied by CMA CGM. Pricing details are specified in Appendix A.

5.1 Free trial

A free trial or “Freemium” gives You access to the Services for free for 30 days within a weekly or monthly limit of API calls. The freemium threshold may vary according to the API (You can refer to the Pricing document delivered by CMA CGM). All transactions exceeding the consumption limit will be blocked. A formal request must be made to CMA CGM to upgrade the volume of Your monthly transaction and subscribe to the Services.

5.2 Free API

Upon request, CMA CGM will provide a set of referential and business API for free.

5.3 API Pricing models

Two different pricing models are offered:

Pay as You use model: a transaction fee will be charged for each call. The unitary price may vary per API or package. Cost is calculated by monthly volume of calls x corresponding unit price defined within Your tariff grids. Details about the unitary price and the qualification of calls taken into account in the calculation are specified per API Pricing document delivered by Your CMA CGM point of contact.

Package model: a binding offer includes a specific volume of transactions per month. A fixed amount will be charged on a monthly basis whatever Your consumption within the package. In case Your consumption exceeds the package threshold a fixed transaction fee will be applied for each transaction beyond the limit. Details about the rate levels, the package and the qualification of calls taken into account in the calculation are specified per API Pricing document delivered by Your CMA CGM point of contact.

A formal request must be made to CMA CGM in case You wish to opt for a different pricing offer. Following the official receipt made by CMA CGM, the change will be applicable the month following Your request. Until such change applies, Your billing will be calculated based on the ongoing offer.

CMA CGM may make changes to pricing at its own discretion, subject to one-month prior written notice.

5.4 Consulting Fees

In case You request advance support, CMA CGM may charge consulting fees, based upon agreed daily or hourly rate

5.5 Invoicing terms

Fees are invoiced on a monthly basis and are calculated from Your use of the API over the previous month. CMA CGM's measurement of Your use can be checked through Your consumption report available on the Webiste. Each invoice will be issued in Euro for EU countries and in US dollar for any other region.

All the Fees due shall be paid within 30 days upon invoice is made available.

6. Duration of the API Services Agreement

The API Services Agreement is entered into upon its date of its signature for the duration of the Services. Services are provided on a monthly basis, renewable by tacit reconduction, unless terminated in the conditions described hereafter.

7. Termination of the API Services Agreement

You may stop using the Services at any time and terminate the API Services Agreement, upon written notice to CMA CGM. Termination will take effect at the end of the current month provided the termination notice has been duly received by CMA CGM.

You acknowledge that in case of breach of the API Services Agreement or unreasonable or excessive use of the API, CMA CGM may immediately suspend Your access to the Services.

Termination of the API Services Agreement does not affect surviving provisions which by nature, are intended to continue to apply.

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8. Limitations of liability of CMA CGM

CMA CGM shall only be responsible for the operation and performance of the Services as stated hereunder and expressly disclaims any liability with regards to any products and/or services provided by You. As such, CMA CGM may not be held responsible for Your own use of the Services and API Data. Any use, modification or adaptation of the API Data is under Your responsibility and at Your own risk.

In the event You act on behalf of an Existing Client and transfer outdated API Data to its clients, CMA CGM cannot be held responsible towards the Existing Client. In such case, You shall be held responsible for any damages resulting from the use of outdated API Data resulting in an invoice dispute between CMA CGM and the Existing Client.

You are solely responsible for (and CMA CGM has no responsibility to You or any third party for) any breach of Your obligations under the Terms and any loss or damage that CMA CGM may suffer.

CMA CGM shall not be responsible for any damage resulting from Your continued use of the Services on behalf of an Existing Client in the event of termination of the agreement between You and an Existing Client.

CMA CGM shall not be liable for any loss of profits, revenues, sales, or data as a result of the use of the Services and/or API Data or resulting from the performance of the API Services Agreement.

9. Warranty

You expressly understand and agree that Your use of the Services and/or API Data is at Your sole risk and that the API and the information contained in API Data are provided "as is" and "as available" by CMA CGM.

CMA CGM does not provide any warranty of any kind, including with regard to the accuracy, usefulness, or fitness for purpose of any API Data, nor with regard to the availability or uninterrupted use of the Services.

The limitations stipulated herein apply to the maximum extent permitted under applicable law.

10. Indemnification

You will defend and indemnify CMA CGM and its affiliates, directors, officers, employees, licensors (the "**Indemnified Parties**") against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from:

- (i) Your use of the Services or the API Data in breach of these Terms or applicable policies;
- (ii) Your use of API Data to create Your own software, applications, products and services infringes a third party's rights or violates applicable law; or
- (iii) Your data submitted by You through an API.

You will cooperate as fully as reasonably required in the defense of any allegation or third-party legal proceeding. CMA CGM reserves the right, at its own expense, to assume the exclusive control and defense of any indemnified matter under this provision.

11. Personal Data

You represent and warrant that You and all of Your Representatives will comply with any and all applicable laws and regulations (including but not limited to the E.U. General Data Protection Regulation "GDPR") pertaining to the protection and use of "Personal Data", defined as any information relating to an identified or identifiable natural person, and more generally, to take all the necessary steps with the relevant authorities pursuant to the provisions of local law and, as from its entry into force, to comply with all provisions incumbent upon it under the GDPR.

For access and use of the Services, CMA CGM may process Your Personal Data, as further described in the CMA CGM Data Protection Policy.

12. Ethics and compliance

You undertake to comply with all applicable laws, regulations and rules including, but not limited to, those relating to anti-corruption, anti-bribery, Human rights, labor rights, competition matters, applicable customs regulations and Health, Safety and Environmental regulations. You shall ensure that all of Your owners, directors, officers, employees, agents, subcontractors and representatives (hereinafter referred to as "Representatives") shall likewise comply with such applicable laws, regulations and rules.

Economic sanctions – Embargos: You represent and warrant that You and Your Representatives will comply with any and all applicable restrictions and/or prohibitions of commercial transactions under statute, regulation, rule, or other such rulings published by a governmental entity, including but not limited to the United States, European Union, United Nations and United Kingdom.

You further represent and warrant that You and Your Representatives are not identified nor listed nor detained or controlled by an entity listed by the United States, European Union, United Nations or United Kingdom as a "Blocked Person", "Denied Person", "Specially Designated National" nor are subject to prohibition of commercial transactions under statute, regulation, rule or other rulings published by the United States, European Union, United Nations or United Kingdom.

You shall notify CMA CGM immediately in the event You or any of Your Representatives is added to a sanctions list. The Parties shall not enter directly or indirectly into any agreement or transaction with a "Blocked Person", "Denied Person" or "Specially Designated National" in any way related, directly or indirectly, to the Services provided hereunder.

13. Communication

Unless otherwise requested by email before Your subscription, You consent to CMA CGM's use of Your name and logo and general description of Your relationship with CMA CGM, on our Website, in press releases and other marketing materials and appearances. You further permit CMA CGM to use it as a reference account for marketing purposes.

14. Governing law and jurisdiction

This Agreement and any disputes or claims arising out of or in connection with them are governed by and construed in accordance with the laws of France, without reference to rules governing choice of laws or without giving effect to any choice of law or conflicts of laws rules or provisions that would cause the application of the laws of any other jurisdiction. YOU CONSENT TO AND WAIVE ANY OBJECTION TO THE EXCLUSIVE JURISDICTION AND THE COMMERCIAL COURT OF MARSEILLE WITH RESPECT TO ANY CLAIMS, SUITS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

15. General provisions

A waiver by any Party of any of its rights under this Agreement must, in order to be valid, be made in writing. If any stipulation(s) of these Terms or the application thereof shall be invalid or unenforceable to any extent, the remainder of these Terms and the application of such stipulations shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

The API Services Agreement, including these Terms and the API Documentation incorporated by reference, constitute the entire agreement and understanding between You and CMA CGM and supersedes any previous agreements with You, relating to the subject matter of this API Services Agreement.

Any data entered, sent, or received and any logs on any access or operation made in the Services, including to the API, automatically generated by CMA CGM regarding use of the API shall be admitted by You as valid evidence for all purposes. You accept that any electronic evidence resulting from the Website will be admissible, valid, enforceable and will have the same evidentiary value as written evidence.

Any notices required or made pursuant to these Terms must be in writing. CMA CGM may notify You directly on the Website, or through Your interaction with the API. Any notice made by You under these Terms, to CMA CGM, must be sent through the Website.

You may not assign or delegate any of Your rights or obligations under this API Services Agreement without the prior written consent of CMA CGM.

Date:

Your Company:

Your Name:

SIGNATURE: