



ARTICLE 4: Geographic Scope of the Agreement

The geographic scope of this Agreement shall extend between all United States ports and points and all foreign ports and points (the "Trade"), although it is understood that the portal established and operated pursuant hereto may be used in trades other than those involving the United States.

ARTICLE 5: Overview of Agreement Authority

a) The Shareholder Parties are authorized to discuss and agree upon all aspects of the development, utilization, operation, modification, maintenance and repair and marketing of an electronic system designed to facilitate a common set of transactions between customers and ocean common carriers and to make it easier for customers to obtain ocean transportation services (said electronic system is hereinafter referred to as the "Portal").

(b) Subject to Article 5(c) hereof, the Shareholder Parties agree that the Portal shall be available to all ocean common carriers and Other Users on an equal and non-discriminatory basis and shall, among other things, be capable of performing the following functions: schedule requests, booking requests, booking confirmation and activity plans, equipment dispatch, shipping instructions, bill of lading verification, tracking and tracing of shipments, proactive event notification and provision of reports and statistics. In connection therewith, the Portal may contain a function which permits shippers to assemble requests for contract proposals ("tenders") by downloading and/or uploading data regarding their past performance with some or all of the Parties, to disseminate those tenders to the Party or Parties chosen by the shipper, and enables the Party or Parties chosen by the shipper to

respond to those tenders. The Parties are authorized to establish limitations on the use of this tender function including, but not limited to, limiting its use to shippers with a minimum volume of cargo and limiting the number of times shippers may submit tenders in a single trade during a specified period of time. Cargo ownership shall not be a limitation on use of the tender function. Any tender function shall preserve the confidentiality of individual service contract information and shall in no way limit or restrict the ability of any Party to negotiate individual service contracts through other means. Furthermore, shippers may disseminate tenders to ocean common carriers who are not parties to this Agreement via the Portal and, consistent with the limitations and requirements adopted by the Shareholder Parties with regard to use of the Portal, such ocean common carriers may respond thereto. Subject to the foregoing, ¶ the Portal shall not contain individual rate or service contract information, but shall instead provide an individual hyperlink for each of the Parties and Other Users to a website where this information may be obtained for that Party or Other User.

to be either a Shareholder Party or Non-Shareholder Party, an appropriate amendment to this Agreement shall be filed promptly with the Federal Maritime Commission.

ARTICLE 7: Relationship with Non-Shareholder Parties and Other Users

a) The relationship between the Shareholder Parties (acting through Intrta, Inc.) and each of the Non-Shareholder Parties and Other Users shall be governed by the terms of a user agreement between Intrta, Inc. and the Non-Shareholder Party or Other User pursuant to which the Non-Shareholder Party or Other User utilizes the Portal.

b) Any ocean common carrier that signs a user agreement with Intrta, Inc. shall automatically become a Non-Shareholder Party to this Agreement and an amendment to this Agreement adding that carrier as a Non-Shareholder Party hereto shall be filed with the Federal Maritime Commission.

c) Nothing in this Agreement or in the user agreement shall prohibit any Non-Shareholder Party or Other User from participating in any other e-commerce initiative.

d) Any Non-Shareholder Party may resign from this Agreement on not less than thirty (30) days notice to the Shareholder Parties and Intrta, Inc.; provided, however, that the withdrawal of a Non-Shareholder Party may not become effective prior to the date on which its user agreement with Intrta, Inc. terminates and the Non-Shareholder Party ceases to utilize the Portal. Notice of the withdrawal of any Non-Shareholder Party shall be provided to the Federal Maritime Commission.

e) Any ocean common carrier that is not a Shareholder Party or Non-Shareholder Party may utilize the Portal on a limited basis for the purpose of responding to tenders, as provided for in Article 5(b), and also may use the Portal on a trial basis without becoming a Party to this Agreement.