

Service Level Agreement (SLA)

In today's fast paced and interconnected business landscape, ensuring the smooth and reliable operation of services is paramount. A Service Level Agreement („SLA“) is a crucial document to establish clear expectations between service providers and their customers.

Purpose

Advising customers in their supply chain transparency and ownership of data is the key purpose of the cooperation between FCL Analytics GmbH and Invictus Advisory UG („Service Provider“). Rendering services to our customers the Service Provider uses a variety of services, tools and products (summarized as „Product(s)“). Products are made available to our customers to support the purpose in a variety of ways, stipulated in later in this document.

Scope

The scope of this SLA includes the product „**FCL Lifting Hub**“, a consultancy service rendered by the service provider to create contractual supply chain transparency pre-liminary for the global FCL shipping between Shipping Service Providers „SSP“ = shipping lines („VOCC“), logistics service providers („LSP“, „NVOCC“), freight forwarders („FFW“) and beneficial cargo owners („BCO“). The product visualizes accurate shipping data to manage contractual obligations in real time, enable statistical reconciliation between contract parties and transfer the ownership of data to the customer in a standardized, structured model with data from a variety of SSP.

The intention of FCL Lifting Hub is to provide an instantaneous available cloud-based, low-cost solution, without the requirement to involve and introduce long lasting IT processes.

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1. Description of Standard Services

FCL Lifting Hub uses AI technology to receive, retrieve, read, evaluate, complete, check and optimise Bill of Lading and related enhancement data from a variety of SSP. As many of the SSP have been introduced and trained in the AI environment, others may not yet be part of the solution, therefore require introduction and training on cause.

The SSP shall provide an electronic Bill of Lading (computer generated PDF), alternatively a complete data-set within 48 hours after on board to a dedicated e-mail address or via any data exchange methodology, ideally defined API provided by the service provider to the customer.

FCL Lifting Hub will receive or retrieve these documents or data - read, analyze and standardize data and visualize the same instantaneous in a standard dashboard. Data from the dashboard may be downloaded by the customer for its purpose or in addition can be transferred via API.

For non-readable documents, data-sets with errors or incompleteness an error-log will be made available.

2. Additional Services

Additional service can be rendered based on individual quotations, activity based, such as:

- Managing contractual obligations vs. actual liftings
- Reconciliation of statistical data between SSP and customer
- Error-log operation based on pre-defined criteria
- Customization of i.e. dashboard or special display criteria

3. Service Levels & Metrics

AI based solutions aim to deliver more accurate, faster and qualitative better solutions than conventional ways. It requires and utilizes machine learning to increase the effectiveness and quality of data, improving by the sheer amount of transactions. The more the AI is being trained – the better the results.

The idea is to reach service level metrics well above 90% based on the major SSP with the mutual efforts between the SSP, service provider and the customer. A structured performance monitoring shall be established as part of the regular review process.

Delighting the customer through extra-ordinary services, transparency and performance is the ultimate aim of FCL Lifting Hub. Impact and ownership of data shall support our purpose and lead to customer loyalty.

4. Responsibilities & Obligations

It is understood and agreed, that sustainable results can only be achieved, if all parties support the scope of FCL Lifting Hub with their utmost priority.

The responsibility of the customer is to instruct their SSP to deliver the documents and its content as required with highest quality and completeness.

The responsibility of the service provider is based on the scope and Description of Standard Service of this SLA.

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The obligation of the SSP is to provide an accurate, complete high quality Bill of Lading document according to the contract with the customer in electronic form to a dedicated e-mail address or an equal and enhanced data-set via API. This service shall be available on a global basis, every time, for every single shipment. All fields required must be filled according to international standards and norms. The documents or data-set must be sent latest 48 hours after on board date.

5. Communication Protocol

Communication between the customer and the service provider shall be case based and clear as to what the expectations is. Who is going to do what until when. If additional parties are required to resolve a case, these shall be instructed to cooperate accordingly.

6. Problem Resolution

Provided a problem is recorded and mutually agreed upon a recovery plan and solution shall be presented, confirmed. Regular updates according to plan shall be presented to show progress in resolving the problem. It is mutually understood, that not all problems occurring are within the responsibility of the service provider and a potential solution may come at cost. This shall be treated as customization.

The problem resolution with the SSP is the core responsibility of the customer. The service provider though may assist to introduce a faster, better solution.

7. Contract Duration and Termination

The contract is valid for a duration of 24 months, starting _____.

The contract will automatically extend for another year, if not terminated 2 months prior to the duration end.

The contract may be terminated at any time by the either party without reason with no right to get the service fee refunded in part or total. Unpaid service fees become due with immediate effect. Transactional fees end with the last ingestion of documents.

The contract may be terminated with cause by either party, if service requirements are not met and problem resolutions have failed. Paid service fees are not going to be refunded, whereas unpaid service fees are not obliged to be paid. Transactional fees end with the last ingestion of documents.

8. Confidentiality & Security

The service provider has signed a separate confidentiality agreement with the customer covering all aspects of the business and the potential business.

As data is being stored in the cloud. The content of the Bill of Lading is being considered „public data“ and as such no risk. The same content can be retrieved with the Bill of Lading no. from the SSP homepage.

9. Cost & Payment

Cost and payment are covered by a separate quotation, vatos.

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10. Amendment & Review

As services are subject to adjustments, improvements and upgrades so are the SLA. Amendments to the SLA shall be subject to discussion and agreement between the parties. Two regular reviews per year shall be scheduled as standard and documented.

11. Risk Mitigation

The service provider renders consultancy and advisory services according to scope. It uses multiple AI & IT service providers and their tools to feed FCL Lifting Hub. Although the selection process of underlying service providers is diligent in the current environment it bears a remaining risk. The service provider will do its utmost to mitigate the remaining risk by signing back-to-back agreements and potentially utilizing alternate providers in exchange.

12. Legal

The legal section is covered individually by the service provider individual pages – Appendix A.

Signatures

For and behalf of the service provider

Invictus Advisory UG
Hohe Bleichen 8
20354 Hamburg

For and on behalf of the service provider

FCL Analytics GmbH
Westerheide 56
28844 Weyhe

Jochen Pirklbauer Date
Shareholder – Managing Director

Joerg Twachtmann Date
Managing Partner

For and on behalf of the customer

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For and on behalf of the customer

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Name Date
Position

Name Date
Position

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Appendix A – Service Provider Cooperation

1. Invictus Advisory UG, Hohe Bleichen 8, 20354 Hamburg

Invictus Advisory UG renders all services as a consultant and advisor in the logistics and supply chain industry. To provide expertise fact based Invictus Advisory UG utilizes tools, services and products available on the market, recommends and/or provides the same to its customers. It does not trade or sell software and IT services stand alone. It does not receive any reselling provisions by these service providers. All content of the quotation is entirely based for the transfer of expertise, consultancy and advice to its customers, enabling the use of tools and service to support the same.

All services rendered and offered are based on the general terms & conditions, published at www.invictus-adv.com/legal in its latest form.

2. FCL Analytics GmbH – Jörg Twachtmann, Westerheide 56, 28844 Weyhe

FCL Analytics GmbH, renders services for contracting and reconciliation of transportcapacity agreements as well as logistical services. We provide tools, methodics and expertise to enable our customer to optimize their capacity contract management – factorientated and practical.

All services rendered and offered are based on the general terms & conditions, published at www.fclanalytics.com in its latest form.