

# Service Contract

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In today's fast paced and interconnected business landscape, ensuring the smooth and reliable operation of services is paramount. This Service Contract covers all legal terms & conditions and is accompanied by a Service Level Agreement („SLA“) 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 („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. Contract Duration and Termination

The contract is valid for a duration of 24 months, starting January 1<sup>st</sup>, 2025.

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.

## 2. Confidentiality & Security

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

We hereby agree, that the Service Provider is allowed to use the official Logo of the Customer on its platform to individualise the Dashboard for the Customer as well as a reference on its homepages.

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

## 3. Cost & Payment

For the initial contract period the following fees have been agreed:

### 3.1. Annual Service Advisory Fee

Includes the digitalization and AI based translation of Bills of Lading, analytics and display in a dashboard - download / API

Base Service Advisory Fee for 1 year € 15.000

### 3.2. Transactional Charges

Electronic Bill of Lading (i.e. PDF) per dox

From – to / section	Transactional Fee
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1-25.000	€ 1,00
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25.001-50.000	€ 0,85
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50.001-100.00	€ 0,75
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+ 100.000	€ 0,65
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### 3.3. Human Quality Service per dox

€ 1,75

We predict, that this service is potentially useful for the 1st 6 weeks of on-boarding based on an error-log

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3.4. Payment terms are 10 days net after invoice date. Annual service fees will be charged annually in advance for the covering year, transactional fees will be invoiced monthly.

## 4. 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. Adjustments in the SLA may influence the contract conditions.

## 5. 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.

## 6. Disclaimer of All Other Warranties

The services provided under this agreement are provided "as is" without warranty of any kind, and the service provider hereby disclaims any warranties, express or implied, relating to the services provided pursuant to this agreement, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, title or non-infringement, or any warranty, guarantee, or representation regarding the use, or the results of the use, of the services in terms of correctness, accuracy, reliability or otherwise. The customer acknowledges and agrees that certain data is provided by customer itself and other sources, and the service provider does not verify, error-check or warrant the accuracy or fitness of any such information. The services are not a backup service for storing content or other data, and the service provider shall have no liability regarding any loss of data. The customer shall be solely responsible for creating backups of any data provided. The service provider is not responsible for any defect caused by or that otherwise results from modifications, misuse or damage to services made, permitted or otherwise caused by client in whole or in part.

## 7. Indemnification

### 7.1. Indemnification by service provider

The service provider shall defend, indemnify and hold harmless the customer and its officers, directors, employees, agents and representatives from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any third party alleging infringement by the services of any valid and issued patent, copyright, trademark or trade secret of such third party; and (b) any willful or grossly negligent act or omission of the service provider.

### 7.2. Exclusions from Obligations

The service provider will have no obligation under this Section 7 for any infringement or misappropriation to the extent that it arises out of or is based upon (i) use of the services in combination with other products or services if such infringement or misappropriation would not have arisen but for such combination; (ii) use of the services by the customer for purposes not intended or outside the scope of the licensed services granted to the customer; (iii) the customer's failure to use the services in accordance with instructions provided by the service provider, if the infringement or misappropriation would not have occurred but for such failure; or (iv) any modification of the services not made or authorized in writing by

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the service provider where such infringement or misappropriation would not have occurred absent such modification.

## 7.3. Mitigation of Infringement Action

If the customer's use of the services is, or in the service providers' reasonable opinion is likely to become, enjoined or materially diminished as a result of a proceeding arising under Section 7.1 then the customer will either: (i) procure the continuing right of the service provider to use the services; (ii) replace or modify the services in a functionally equivalent manner so that it no longer infringes; or if, despite its commercially reasonable efforts, the customer is unable to do either (i) or (ii), the service provider will (iii) terminate the customer's right with respect to the services without refund of any service fees.

## 7.4. Indemnification by customer

The customer shall defend, indemnify and hold harmless the service provider and its members, officers, employees, agents and representatives from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any third party arising out of or relating to: (a) any unacceptable use of the services by the customer or its users or through its users' accounts, including, without limitation, any customer content or any statement, data or content made, transmitted or republished by the customer or its users which is prohibited under applicable law or by this Agreement; (b) any intentional or gross negligent act or omission of the customer or its users; or (c) the customer's or its users' violation of any third party rights, including, without limitation, any intellectual property or privacy right.

## 7.5. Prompt Notice

Both the service provider and the customer agree to give each other prompt written notice of any threat, warning or notice of any such claim or action against the other. In claiming any indemnification hereunder, the party claiming indemnification (the "Claimant") shall provide the other party with written notice of any claim which the Claimant believes falls within the scope of this section. The Claimant may, at its own expense, assist in the defense if it so chooses, provided that the other party shall control such defense and all negotiations relative to the settlement of any such claim and further provided that any settlement intended to bind the Claimant shall not be final without the Claimant's written consent.

7.6. This Section 7 states the service provider's sole and exclusive liability, and the customer's sole and exclusive remedy, for the actual or alleged infringement or misappropriation of any third party intellectual property right by the services.

## 8. Confidential Information

Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event, shall a Party use less than reasonable diligence and care. Each Party hereby agrees that (a) during the term of this Agreement and at all times thereafter it shall not commercialize or disclose the other Party's Confidential Information to any person or entity other than its employees, independent contractors or representatives (collectively, the "Representatives") having a need to know; (b) it will not use or permit its Representatives to use any Confidential Information for purposes other than in connection with performance of its duties or as otherwise allowed under this Agreement; (c) it will disclose Confidential Information of the other only to those Representatives who are contractually bound to maintain the confidentiality thereof; and (d) it will be responsible for any disclosure or misuse of Confidential Information by such Representatives. Notwithstanding the foregoing, each Party may disclose Confidential Information pursuant to a requirement or request of a governmental agency or pursuant to a court or administrative subpoena, order or other such legal process or requirement of law, or in defense of any claims or causes of action asserted against it; provided, however, that it shall: (i) first notify the other of such request or requirement, or use in defense, unless such notice is prohibited by statute, rule or court order; (ii) attempt to obtain the other's consent to such disclosure; and (iii) in the event consent is not given, agree to permit a motion to quash, or other similar procedural step, to frustrate the production or publication of information. Notwithstanding the foregoing, nothing herein shall require either Party to fail to honor a subpoena, court or administrative order or requirement on a timely basis. Each Party shall reasonably cooperate with the disclosing Party at its request in an effort to limit the nature and scope of any required disclosure of Confidential Information at the disclosing Party's expense.

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## 9. Limitation of Damages

Under no circumstances shall the service provider be liable towards the customer for any indirect, incidental, consequential, special or punitive damages for any matter arising from or relating to this agreement, the services provided hereunder, the software or the internet generally, including, without limitation, the customer's use or inability to access and use the services, any changes to or inaccessibility of the services, delay, failure, unauthorized access to or alteration of any transmission or data, any material or data sent or received or not sent or received, or the accuracy of any data or information provided by or through the services, whether such liability is asserted on the basis of contract, tort or otherwise and even if the service provider was informed of the possibility of such damages. In the event that the service provider is found liable for direct damages, in no event shall the service provider's total liability for direct damages exceed an amount equal to the total fees paid by the customer within the preceding twelve-month period. The disclaimer of warranties and the limitation of liability and remedy reflect the risks assumed by the parties in order for the service provider to provide and for the customer to obtain access to the services for the specified fees.

## 10. 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 in 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](http://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 transport capacity agreements as well as logistical services. We provide tools, methodology and expertise to enable our customer to optimize their capacity contract management – fact-orientated and practical.

All services rendered and offered are based on the general terms & conditions, published at [www.fclanalytics.com](http://www.fclanalytics.com) in its latest form.