

# INVICTUS ADVISORY

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## GENERAL TERMS AND CONDITIONS

### Quotation-Specific Terms and Conditions (STC)

Version: April 2026

#### Applicable to:

Invictus Advisory UG (haftungsbeschränkt), Hamburg — German law

Invictus Advisory 24 e.U., Austria — Austrian law

## § 1 Validity and Acceptance of the Quotation

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1.1 Quotations issued by Invictus Advisory are valid for 30 days from the date of issue, unless otherwise stated in the quotation.

1.2 The quotation is deemed accepted once the Customer confirms it in writing or by email, or commences use of the agreed services. Upon acceptance, these Quotation-Specific Terms and Conditions (Part C), the Software Licence Agreement, the Data Processing Agreement (DPA) and the GTC Part B become binding on the Customer.

1.3 Oral collateral agreements or subsequent amendments to the quotation must be made in writing and expressly confirmed by the Provider.

1.4 The Provider reserves the right to withdraw or amend quotations until binding acceptance has been received from the Customer.

## § 2 Pricing Structure and Pricing Model

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2.1 Pricing for the 7SEAS 360 platform is based on a volume-based model tied to the Customer's annual TEU (Twenty-Foot Equivalent Unit) volume. Applicable pricing tiers are set out in the individual quotation.

2.2 The total fee is generally composed of the following components:

- Annual Service Fee — payable once upon contract signature
- Monthly Usage Fee — based on the agreed TEU pricing tier
- Upload surcharge — payable per data upload in accordance with the agreed upload frequency
- Carrier Interface Setup Fee — payable once for the initial setup of carrier interfaces
- Add-on fees — for optional additional modules as specified in the quotation

2.3 All prices are quoted in EUR, net of applicable VAT.

2.4 Services not included in the quotation (e.g. additional users, higher upload frequency, additional carrier connections) will be charged on a time-and-materials basis or pursuant to a separate agreement.

## § 3 Setup, Onboarding and Implementation

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3.1 Following contract signature and receipt of the Annual Service Fee, the Provider will set up the Customer's access to the platform. Implementation typically takes between 5 and 15 business days, depending on the scope and complexity of the agreed carrier interfaces.

3.2 The Customer undertakes to provide all data and access credentials required for onboarding in a timely manner. Delays caused by late or incomplete delivery of information by the Customer shall not be attributable to the Provider.

3.3 The Carrier Interface Setup Fee is payable upon setup of the agreed carrier interfaces, regardless of whether the Customer subsequently uses the service in full.

3.4 Changes to the agreed onboarding scope after contract conclusion may result in additional costs and delays and must be agreed in writing.

## § 4 Contract Term and Minimum Commitment

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4.1 The minimum contract term is set out in the individual quotation. Unless otherwise agreed, the minimum term is 12 months from the date on which Customer access is made available.

4.2 Following expiry of the minimum term, the contract shall renew automatically for successive periods of one year unless terminated in writing with three months' notice prior to expiry.

4.3 Where a contract term of 24 months or more has been agreed, a contract term discount on running costs will be applied as specified in the quotation.

4.4 Early termination by the Customer prior to expiry of the minimum term does not release the Customer from the obligation to pay fees for the entire agreed minimum term, less expenses saved by the Provider.

## § 5 Price Escalation

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5.1 Upon expiry of the initial contract term, all running fees (Monthly Usage Fee, upload surcharges, add-on fees) shall be adjusted annually by the percentage specified in the quotation (annual price escalation).

5.2 The Annual Service Fee shall remain unchanged unless otherwise agreed in the quotation.

5.3 Price adjustments will be communicated to the Customer in writing at least 30 days before taking effect. The Customer has the right to terminate the contract in the event of a price adjustment exceeding 10%, with 30 days' notice to the end of the current billing period.

## § 6 Carrier Interface Setup and Connections

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6.1 Carrier interfaces specified in the quotation will be set up as part of the onboarding process. The Carrier Interface Setup Fee covers the initial configuration of the agreed carriers.

6.2 Carrier connections are generally available as a 3-Pack or as individual (Single) connections. Prices are set out in the quotation.

6.3 Additional carrier connections requested after contract conclusion must be ordered separately and will be charged at the price list applicable at the time of the request.

6.4 The Provider accepts no liability for the availability or quality of data provided by individual carriers via their interfaces. Disruptions on the carrier side do not give rise to any right to a fee reduction.

## § 7 Named Users

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7.1 The number of Named Users specified in the quotation represents the maximum number of simultaneously active users who may access the platform.

7.2 Additional Named Users may be added at any time. Prices for additional users are subject to the price list applicable at the time of the request.

7.3 A reduction in Named Users is only possible with effect from the next contract year and must be notified in writing at least 30 days prior to the end of the contract year.

## § 8 Upload Frequency and Data Management

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8.1 The agreed upload frequency (weekly, monthly, etc.) determines how often the Customer may upload data to the platform. Each upload beyond the included base allowance will be charged at the upload surcharge rate specified in the quotation.

8.2 The Customer is responsible for the timely and complete provision of its data. Incomplete or erroneous data sets may result in limited platform functionality without giving rise to any claims against the Provider.

8.3 The Provider reserves the right to temporarily restrict uploads that substantially exceed the agreed frequency or jeopardise system stability. The Customer will be notified without delay in such cases.

## § 9 Add-Ons and Optional Modules

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9.1 Optional add-ons (e.g. AI-powered / LLM-powered Insights, Automated Quality Check & Report) may be subscribed to in addition to the base package. Applicable prices are set out in the quotation.

9.2 Add-ons are invoiced monthly and may be cancelled with 30 days' notice to the end of the month, unless otherwise agreed in the quotation.

9.3 The Provider reserves the right to expand, modify or discontinue individual add-ons. In the event of discontinuation, the Customer will be notified at least 60 days in advance.

## § 10 Payment Default and Service Suspension

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10.1 In the event of payment default, the Provider is entitled — following written notice and a cure period of 7 days — to suspend access to the platform until all outstanding amounts have been paid in full.

10.2 During any access suspension arising from payment default, all contractual obligations of the Customer — in particular payment obligations — shall continue to apply without interruption.

10.3 The Provider shall not be liable for any damages suffered by the Customer as a result of a justified access suspension.

10.4 An access suspension does not entitle the Customer to terminate the contract or to reduce the agreed remuneration.

## § 11 Reference to Governing Documents

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11.1 These Quotation-Specific Terms and Conditions (Part C) form part of the overall contractual framework and apply in conjunction with:

- GTC Part B — Software / SaaS Platform
- Software Licence Agreement (SaaS Licence Agreement)
- Data Processing Agreement (DPA)
- Privacy Policy

11.2 In the event of conflicts between these Quotation STC and GTC Part B, the following order of precedence applies:

- Individual Quotation takes precedence over these STC
- These STC (Part C) take precedence over GTC Part B
- GTC Part B take precedence over the DPA in all non-data-protection matters
- DPA takes precedence in all data protection matters

11.3 For all other matters, GTC Part B — Software / SaaS Platform applies in its current version as a supplement to these terms.