

INVICTUS ADVISORY

Hohe Bleichen 8 · D-20354 Hamburg · HRB 189195
www.invictus-adv.com · www.7seas-360.com

GENERAL TERMS AND CONDITIONS

Software / SaaS Platform

Version: April 2026

Applicable to:

Invictus Advisory UG (haftungsbeschränkt), Hamburg — German law

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

§ 1 Scope of Application

1.1 These General Terms and Conditions (hereinafter GTC) apply to all contracts between Invictus Advisory (hereinafter the Provider) and the Customer for the use of the 7SEAS 360 SaaS platform and associated services.

1.2 The 7SEAS 360 platform is a cloud-based analytics service for the ocean freight industry, operated under the product name 7SEAS 360 as a service brand of Invictus Advisory UG (haftungsbeschränkt).

1.3 These GTC apply exclusively in the B2B context. Consumer protection regulations do not apply to these services.

1.4 The Customer's own general terms and conditions shall not apply unless the Provider has explicitly agreed to their application in writing.

1.5 These GTC are supplemented by: the individual quotation, the Software Licence Agreement (SaaS Licence Agreement), the Data Processing Agreement (DPA) and the Privacy Policy. In the event of a conflict, the DPA shall prevail in all matters relating to data protection.

§ 2 Subject Matter — SaaS Platform

2.1 The subject matter of the contract is the time-limited grant of the right to use the 7SEAS 360 platform as a Software-as-a-Service (SaaS) via the internet, together with associated support services, as specified in the individual quotation.

2.2 Depending on the contractually agreed scope, the platform includes in particular the following modules and functions:

- Dashboard and KPI overviews
- Carrier, trade lane and contract data analytics
- Freight rate intelligence and market data
- Emissions and carbon reporting (Carbon 360)
- Detention & demurrage visibility (D&D 360)
- P&L analytics by product and geography (P&L 360)
- Container track & trace
- AI-powered insights and automated reports
- Data export (Excel, PDF, DOCX)
- Custom report templates

2.3 The specific scope of services is set out in the individual quotation. The Provider reserves the right to expand, modify or adjust individual functions of the platform in the course of ongoing technical development, provided that this does not materially impair the core services agreed under the contract.

2.4 The platform is operated as a multi-tenant system. Customer data is securely segregated from data belonging to other customers.

§ 3 Access and Licence Rights

3.1 The Provider grants the Customer, for the duration of the contract, a non-exclusive, non-transferable and non-sublicensable right to use the platform within the scope of the contractually agreed services.

3.2 Use is restricted to the number of named users specified in the quotation. Sharing of login credentials with third parties is not permitted.

3.3 The Customer is obligated to store login credentials securely and to report any unauthorised access without delay. The Customer is liable for all activities carried out under its login credentials.

3.4 Use of the platform by affiliated companies requires the Provider's prior written consent and may be subject to additional fees.

3.5 Any decompilation, reverse engineering, modification or other alteration of the platform or its components is prohibited without the Provider's express prior written consent.

§ 4 Customer Obligations

4.1 The Customer shall ensure that all data uploaded to the platform has been lawfully collected and that its processing by the Provider is permissible.

4.2 The Customer undertakes to use the platform exclusively for lawful purposes and not to upload any data that infringes third-party rights, contains harmful content or violates applicable law.

4.3 The Customer bears responsibility for the quality and completeness of data it provides. The Provider accepts no liability for the accuracy of analytical results based on erroneous or incomplete customer data.

4.4 The Customer is obligated to report disruptions, errors or security incidents to the Provider without delay and in any event within 24 hours of becoming aware of them.

4.5 The Customer shall ensure that the minimum technical requirements for accessing the platform (current browser version, stable internet connection) are met.

§ 5 Availability and Service Levels

5.1 The Provider endeavours to maintain high platform availability. Specific availability commitments (Service Level Agreement / SLA) are governed by the individual SLA document, which forms part of the contract.

5.2 Availability guarantees do not apply to maintenance windows announced to the Customer at least 48 hours in advance, or to disruptions beyond the Provider's control (force majeure, third-party outages, third-party infrastructure failures).

5.3 The Provider is entitled to temporarily restrict the platform or individual functions for maintenance, security or development purposes. Planned outages exceeding 4 hours must be notified in advance.

5.4 In the event of disruptions, the Customer may contact the Provider via the support address specified in the contract. Response times are governed by the agreed support level as set out in the quotation.

§ 6 Pricing and Payment Terms

6.1 Applicable prices are set out in the individual quotation. All prices are quoted in EUR, net of applicable VAT.

6.2 Invoices are payable within 14 days of the invoice date without deduction. In the event of late payment, statutory default interest for commercial transactions shall apply.

6.3 In the event of non-payment of outstanding invoices, the Provider is entitled to suspend access to the platform after providing 7 days' written notice, until the outstanding amount is paid in full.

6.4 The Provider reserves the right to adjust prices upon expiry of the initial contract term. Price adjustments will be communicated to the Customer in writing at least 30 days before taking effect. Specific annual price escalation terms are set out in the individual quotation.

6.5 The Provider is entitled to issue invoices electronically. The Customer explicitly agrees to accept invoices transmitted electronically.

§ 7 Contract Term and Termination

7.1 The contract term is set out in the individual quotation. Unless otherwise agreed, the contract shall renew automatically for successive periods of one year unless terminated in writing with three months' notice prior to expiry.

7.2 The right of either party to terminate for cause without notice remains unaffected. Good cause includes in particular: material breach of contract, payment default following formal notice, and the opening of insolvency proceedings against either party.

7.3 Upon termination of the contract, the Customer shall have 30 days to export its data in a commonly used, machine-readable format (XLSX, CSV, JSON). Thereafter, all customer data will be deleted in accordance with the Data Processing Agreement.

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

§ 8 Intellectual Property

8.1 All rights in and to the 7SEAS 360 platform — including software, algorithms, data models, business logic, designs, documentation and trademarks — remain exclusively with the Provider. The Customer acquires no ownership rights, but only a time-limited right of use as set out in § 3.

8.2 Analyses, reports and exported data generated by the Customer using the platform remain the property of the Customer. The Provider acquires no rights thereto.

8.3 The Customer is not entitled to market, resell, licence or make available to third parties — for consideration or otherwise — the platform, its functions or its outputs.

8.4 Any infringement of the Provider's intellectual property rights shall entitle the Provider to terminate the contract with immediate effect and to claim damages.

§ 9 Data Protection

9.1 The processing of personal data in connection with the use of the platform is carried out in compliance with the EU General Data Protection Regulation (GDPR) and applicable national data protection laws (BDSG / DSG).

9.2 Details of data processing are governed by the Data Processing Agreement (DPA), which forms a separate document and constitutes part of the contract, taking precedence over these GTC in all data protection matters.

9.3 All customer data is processed and stored on dedicated servers located in Germany (Hetzner Online GmbH, Nuremberg). No transfer of data to countries outside the European Economic Area (EEA) takes place unless the Customer is informed in advance and consents.

9.4 The Provider's Privacy Policy is published at www.7seas-360.com and forms part of this contractual relationship.

§ 10 Liability

10.1 The Provider shall be liable to the Customer without limitation for damages caused intentionally or through gross negligence by the Provider, its employees or agents.

10.2 In cases of ordinary negligence, the Provider's liability is limited to breaches of material contractual obligations (cardinal obligations) and to foreseeable, contract-typical damage, as well as personal injury. All further liability for ordinary negligence is excluded.

10.3 Liability for indirect or consequential damages — including lost profits, data loss or third-party claims — is excluded to the extent permitted by law.

10.4 Where data backup is expressly agreed as a service, liability for data loss is not excluded pursuant to § 10.3, but is limited to the cost of restoration, up to a maximum of 10% of the annual contract fee or EUR 15,000 per incident, whichever is lower.

10.5 Claims for damages against the Provider shall be time-barred in accordance with statutory provisions, but in any event no later than one year after the Customer gains knowledge of the damage and the liable party.

§ 11 Warranty

11.1 The Provider warrants that the platform provides the core functions described in the quotation and documentation, provided it is used as intended and under the recommended technical conditions.

11.2 Defects must be reported by the Customer to the Provider in writing, with sufficient documentation, without delay and in any event within 14 days of discovery. In the case of justified defect reports, rectification (remedy) takes precedence over all other warranty rights.

11.3 No warranty is provided for disruptions attributable to improper use by the Customer, modifications made by the Customer, or inadequate technical equipment on the Customer's side.

11.4 Updates and new versions of the platform will be made available to the Customer within the scope of the ongoing contract, unless otherwise expressly agreed. The Customer has no legal entitlement to specific future functionality.

§ 12 Confidentiality

12.1 Both parties undertake to treat all confidential information of the other party — including technical data, trade secrets, pricing and customer data — as strictly confidential and not to disclose it to third parties.

12.2 The confidentiality obligation applies during the term of the contract and for a period of three years following its termination.

12.3 Sub-processors engaged by the Provider (in particular hosting partners pursuant to the DPA) shall not be considered third parties for the purposes of this provision, provided they are subject to an equivalent confidentiality obligation.

§ 13 Amendments to these GTC

13.1 The Provider reserves the right to amend these GTC with effect for the future. Amendments will be communicated to the Customer in writing or by email at least 30 days before they take effect.

13.2 If the Customer does not object to the amended GTC within 14 days of receipt of the notification, the amendments shall be deemed accepted. The Customer will be expressly informed of this consequence in the notification.

13.3 In the event of an objection, the Provider is entitled to terminate the contract with 30 days' notice to the end of the next billing period.

§ 14 Final Provisions

14.1 All rights arising from contracts with Invictus Advisory UG (haftungsbeschränkt), Hamburg, shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction is Hamburg.

14.2 All rights arising from contracts with Invictus Advisory 24 e.U., Austria, shall be governed exclusively by the laws of the Republic of Austria. The place of jurisdiction is Korneuburg.

14.3 Should any provision of these GTC be or become wholly or partially invalid, the remaining provisions shall not be affected. The invalid provision shall be replaced by a valid provision that most closely reflects the economic intent of the original clause.

14.4 All amendments and supplements must be made in writing. No oral collateral agreements exist.

14.5 These GTC are published at www.7seas-360.com and apply in the version current at the time the contract is concluded.

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