Please note: This description of all *Services* provided by *Service Provider* is only for informational purposes and does not constitute any representation, guarantee or warranty. The conditions only apply if the corresponding *Services* are activated for *Customer*.

1. Services and conditions

1.1. Customer Care support (Helpdesk)

Service Provider will provide global online support and support by phone and e-mail for Customer and Customer's logistic partners on Platform. These support Services will be performed by Service Provider's team "Customer Care". Such support can include:

User administration: Service Provider offers the technical possibility to Customer and Customer's logistic partners on Platform to keep Service Provider's User list and level of access of these Users up-to-date.

User helpdesk: User helpdesk is available for both *Customer* and *Customer's* logistic partners on *Platform* within the timeframes and with the response times relevant in their agreements.

User training: training for Users of Customer and Customer's logistic partners on Platform is available on Platform, in Help Area.

Technical support and operational issues: support for technical issues is available for *Customer* and *Customer's* logistic partners on *Platform* within the timeframes and with the response times relevant in their agreements.

Administrative issues: support and assisting *Customer* and *Customer'* s logistic partners on *Platform* in administrative issues in order to ensure smooth workflow during the usage of *Platform* (e.g. organisation issues, contractual issues, decision making issues, or invoicing).

1.2. Support languages

Service Provider's support Services are currently provided in the following languages.

LANGUAGE	PLATFORM	Onboarding	PLATFORM USER AGREEMENT	Support
English	✓	✓	✓	✓
Bulgarian	✓	✓	✓	✓
Chinese	✓	✓	✓	✓
Croatian/Serbian	✓	✓	✓	✓
Czech	✓	✓	✓	✓
Dutch	✓	✓	✓	✓
Finnish	✓	×	✓	×
French	✓	✓	✓	✓
German	✓	✓	✓	✓
Hindi	✓	×	✓	×
Hungarian	✓	✓	✓	✓
Indonesian	✓	×	✓	×
Italian	✓	✓	✓	✓
Japanese	✓	×	✓	×
Korean	✓	×	✓	×
Polish	✓	✓	✓	✓
Portuguese (Brazil)	✓	✓	✓	✓
Portuguese (Portugal)	✓	×	✓	×
Romanian	~	✓	✓	✓

LANGUAGE	PLATFORM	Onboarding	PLATFORM USER AGREEMENT	Support
Slovak	✓	✓	✓	✓
Slovenian	✓	×	✓	✓
Spanish	✓	✓	✓	✓
Swedish	✓	×	✓	×
Thai	✓	×	✓	×
Turkish	✓	×	✓	×

1.3. Maintenance

Service Provider will render to Customer support and maintenance of Platform as described under https://www.transporeon.com/en/avd/. Service Provider ensures that maintenance will not materially reduce the availability or functionality of Cloud Services.

2. Modules and conditions

Following chapter includes a general description of the modules that can be used on *Platform* as well as conditions necessary for using the modules.

In the context of this document, "Cloud Services" have the meaning of features of Platform including regular new releases, versions, updates, upgrades and standard support (helpdesk).

2.1. General conditions

- (a) If a *Carrier* wants to undertake one or more transport orders, it can place a corresponding binding offer, which it can limit in terms of time if so desired. If no time limit is given for an offer, the offer will be valid until the final date for the submission of offers as determined by *Shipper*.
- (b) The respective times of the concluding of the contract, the offer being binding et cetera shall be determined in case of any doubt in accordance with the system clock time of *Platform*. The time of receipt of the respective declaration shall determine the time of the concluding of a contract.
- (c) If *Customer* or its logistic partners on *Platform* use any end devices or other hardware in combination with *Platform, Service Provider* is not liable for such hardware, its interoperability with *Platform* and the availability of any *Service Provider Services* on such hardware.
- (d) Shipper decides which Carriers shall be activated by Service Provider for the usage of Platform. Only Carriers who have been authorised by Shipper have access to the time slot bookings and/or transports of this Shipper on Platform. Shipper knows in this regard which Carrier has made a specific offer. The same applies to Carriers: each knows which Shipper is offering a transport order or wants an acceptance confirmed. Carriers are not aware whether or which other Carriers have provided offers and which other Carriers have been contracted by Shipper.
- (e) Customer may lock Users, which means that access to Platform will be temporarily unavailable to them. Locked Users can be unlocked by Customer at any time and locked Users are being treated as active Users.

2.2. Transport Assignment "Best Carrier", Transport Assignment "Autonomous Procurement"

- (a) This Cloud Service enables a Shipper to receive offers from authorised Carriers for a specific transport in an efficient way. For that purpose, Shipper can publish a transport to a defined group of Carriers or even to all Carriers that are connected to Shipper via Platform at the same time. All Carriers that are invited to the spot-bidding process can place an offer within the deadline that is defined by Shipper. It is within the responsibility of Shipper's scheduler to select one of the offers at any time. If Transport Assignment "Autonomous Procurement" is used by Shipper, the published transports include an offered price to Carrier which they may accept rather than placing their own offer price in return to Shipper.
- (b) Transport assignment occurs as soon as an offer from one *Carrier* has been selected, or if Transport Assignment "Autonomous Procurement" is used by *Shipper*, assignment may occur when a *Carrier* accepts the offer made to them for the transport. In both cases, the transport is assigned to this *Carrier* on *Platform* at the agreed transport price stated in the offer. All other bidding *Carriers* receive a neutral negative reply at the same time.



Conditions

- (a) If a *Carrier* wants to undertake one or more transport orders, it can place a corresponding binding offer, which it can limit in terms of time if so desired. If no time limit is given for an offer, the offer will be valid until the final date for the submission of offers determined by *Shipper*. If Transport Assignment "Autonomous Procurement" is used by *Shipper*, *Carrier* may choose to accept offered prices rather than make its own offer in return. And if it does make an offer, this offer price may be cancelled or decreased, but not increased.
- (b) Shipper is not bound by the period for the awarding of a contract. It may shorten or extend such period at any time.
- (c) An agreement for a transaction between *Shipper* and *Carrier* is concluded when *Shipper* selects the offer of a *Carrier* best suited to it and confirms it to this *Carrier*. If *Shipper* uses Transport Assignment "Autonomous Procurement", an agreement may also occur if a *Carrier* accepts the offer made to them for the transport.

2.3. Transport Assignment "No-Touch Order"

Description

- (a) This *Cloud Service* allows *Shipper* to request the confirmation for a transport order from one specific *Carrier* on *Platform*. The selection of *Carrier* can be either done in *Shipper*'s *In-House System*, manually on *Platform* or automatically based on defined rules by *Shipper* making use of Rate Management.
- (b) Carrier has the possibility to accept the transport order on Platform within the given acceptance deadline defined by Shipper. In case of acceptance, the transport is assigned to Carrier. If Carrier declines the execution of the transport or does not react at all within the given deadline, Shipper usually selects a different Carrier (manually or automatically via rules) or decides to assign the specific transport via the spot market using Transport Assignment "Best Carrier".

Conditions

- (a) Shipper is not bound by the period for the awarding of a contract. It may shorten or extend such period at any time.
- (b) An agreement for a transaction between *Shipper* and *Carrier* is concluded upon the acceptance confirmation by *Carrier* (manual or automatic).

2.4. Transport Assignment "Supply Chain Sync"

Description

- (a) Transport Assignment "Supply Chain Sync" allows *Shippers* to send the purchase order from the retail company within each transport delivery for getting access about all operations regarding the transport alongside the supply chain. With this feature, *Shippers* get insights about all delivery bookings of the recipients which are synchronised to a transport. *Shippers* will get the visibility about the booked time slots, ETA and the dispatch statuses arrival and departure of each linked delivery booking.
- (b) Carriers can book each purchase order linked to a transport directly from Transport Assignment into Time Slot Management for Retailers. All open purchase orders and planned bookings with the whole visibility are shown in tab time slots of Transport Assignment.

Conditions

- (a) As a prerequisite for activating Transport Assignment "Supply Chain Sync" basic version, the purchase order is needed as a field in Transport Assignment. All retail companies of Service Provider will be linked to Shipper after activation.
- (b) There is the possibility to add further features like carrier whitelist for transferring data from one *Carrier* to the other or an additional location and supplier number mapping. Therefore, additional project effort is needed.

2.5. Task Flow

Description

This Cloud Service enables a Shipper to manage any issues they might have in their transport chain. For that purpose, Shipper can create, update, and delete Rules. Rules consist of conditions when they shall be triggered, trigger time, and specifications for the tasks they generate, such as task name, instructions how to resolve the issue or priority (hereinafter Rules). Shipper can manage the users of the service.

Conditions

- (a) Rules can be configured for Transport Assignment transports and corresponding deliveries, offers or events, if Customer uses this Transporeon product.
- (b) Rules can be configured for Transport Operations transport orders, and material orders, if the Customer uses this Transporeon product.
- (c) Rules can be configured for transports owned by the Customer's organisation.
- (d) Tasks are only created for transports owned by the organisation of the user.
- (e) Tasks are automatically generated if the conditions of a *Rule* are met.



- (f) Tasks are automatically closed if the conditions are no longer applicable.
- (g) Tasks can be processed through a workflow.

2.6. Freight Audit SelfService

Description

This *Cloud Service* allows for the settlement of costs and the verification (audit) of freight invoices for transports completed via *Platform*. However, it is limited to road transports managed through Transport Assignment only. The service operates as follows:

- (a) Once a transport is executed on *Platform* and rates and surcharges have been assigned, the transport is made available in Freight Audit SelfService for *Carrier* to review the costs, dispute the costs if not in agreement, and complete the process once the registered costs in the transport are complete and agreed to in full by *Carrier*. How to complete the process depends on the process that *Shipper* selected for *Carrier*.
- (b) If *Shipper* has selected *Carrier* to participate in the cost-settlement only process, then *Carrier* submits the confirmation for those transports, which concludes the process for *Carrier*.
- (c) If Shipper has selected Carrier to participate in the cost-settlement and billing process, then Carrier creates its own prebill serving as the instruction how to create the invoice. Carrier creates the invoice according to the requirements stated on the prebill and uploads the invoice. Freight Audit SelfService instantly checks if the invoice is matching the prebill and shows the result to Carrier. If the invoice is considered to be incorrect, then Carrier will have to make corrections and upload a new invoice. If the invoice is considered to be correct, this concludes the process for Carrier.
- (d) Disputes are created by *Carrier* and answered by *Shipper* in Freight Audit SelfService (hereinafter *Disputes*). *Carrier* can request to change the cost, request extra charges, or alter the currency. *Shipper* may either decide to accept the requested cost changes in full, accept in part, or reject the request in full.
- (e) The data and invoice files are made available to Shipper through API to receive the output through integration.

Conditions

- (a) Only transports executed via Platform are eligible for the Freight Audit SelfService.
- (b) Shipper either provides the cost per shipment in the transport-order files per execution or maintains contractually-agreed rates in Rate Management. Cost types differentiation is required for proper detailed settlement of freight costs.
- (c) In case extra costs need to be added to the agreed transport rate, which were not known upfront, *Carrier* and *Shipper* must use either Surcharge Management or *Disputes* to agree on the charges.
- (d) For the cost-settlement-only process the submission of a confirmation is the final step, once done no corrections or updates can and will be done anymore to the transport.
- (e) For the cost-settlement-and-billing process the approval of the invoice is the final step, once done no corrections or updates can and will be done anymore to the transport, the prebill and the invoice.
- (f) Specifically for the cost-settlement-and-billing process:
- (g) Both Shipper and Carrier must properly configure the application, including but not limited to the allocation logics to correctly assign the proper and valid legal-entity details and for Shipper also the matching tolerances in which invoices are still acceptable although they differ from the prebill.
- (h) If Carrier for some reason does not agree with the invoice requirements as stated on the prebill or deems it incorrect, including but not limited to the applied tax, then Carrier is not allowed to continue, but must report this to Shipper. The liability for generating a correct invoice from both cost and legal perspective remains with Carrier.

2.7. Freight Audit

Description

This *Cloud Service* allows for the verification (audit) of freight invoices for transports completed via *Platform*. However, it is limited to road transportation only. The service operates as follows:

- (a) Once a transport is executed on *Platform* and rates and surcharges have been assigned, *Service Provider* creates a billing instruction for *Carriers*. This instruction states the shipments and cost to be invoiced to *Shipper*.
- (b) Service Provider assigns a general ledger account to each transport based on the business logic agreed upon with Shipper upfront. This is only applicable to the full version of the audit.
- (c) Service Provider offers a communication platform for dispute resolution between Shipper and Carrier. In the case of a dispute, Shipper may either agree or disagree. If Shipper agrees, the original transport order must be cancelled and a new transport order with complete and correct agreed costs must be created. The old billing instruction will be revised, and the newest order will be included in the upcoming billing cycle.
- (d) Carrier provides freight invoices based on the billing instructions. Service Provider verifies the completeness and correctness of the invoice. In the light version, only the invoice amount and VAT amount are verified. In the full version, legal elements of the invoice are also verified, and a check for invoice number duplication is conducted.



- (e) If the invoice matches the billing instruction, it is approved, and the account payable file is enabled for *Shipper* in a pre-defined layout by *Service Provider*.
- (f) If there is a mismatch, the invoice is sent back to *Carrier* for correction according to the billing instruction. After the corrected freight invoice is resubmitted, it will go through the verification procedure again until it reaches a match and receives approved status.
- (g) For all approved invoices, Service Provider creates an accounts payable file as output to the system of Shipper. This is applicable to the full audit only.
- (h) Service Provider creates accruals for all executed transports once general ledger allocation is finished and provides Shipper with access to accrual reports in their reporting application.

Conditions

- (a) Only transports executed via Platform with road transportation are eligible for freight audit via the add-on product.
- (b) Shipper either provides the cost per shipment in the transport-order files per execution or maintains contractually agreed rates in Rate Management. Cost-types differentiation is required for proper detailed reporting of freight spent.
- (c) In case accessorial costs need to be added to the agreed transport rate, which were not known upfront, Carrier and Shipper use Surcharge Management to agree on the surcharge. Surcharges cannot be added to the transport after an agreed cut-off time past the delivery of the transport. This Cloud Service includes surcharges agreed in surcharge module into the billing instructions.
- (d) Billing instructions are sent to Carrier in a pre-selected billing frequency: weekly, bi-weekly, or monthly.
- (e) Carrier and Shipper master data must be provided to Service Provider as part of the freight audit process (data requirements shared by Service Provider).
- (f) In case of the creation of an accounts payable file, Shipper provides account coding logic.
- (g) Carrier provides freight invoice to Service Provider in an agreed frequency, agreed layout, and with reference to received billing instruction.

2.8. Freight Matching for Forwarders

Description

This Cloud Service enables a Carrier to act as orderer. In Freight Matching for Forwarders, orderers can subcontract their own transports as well as transports received from their Transporeon Shippers to authorised Carriers using various assignment methods.

2.8.1. Spot Match

Description

- (a) This Cloud Service enables orderers to receive offers from authorised Carriers for a specific transport in an efficient way. For that purpose, orderers can publish a transport to a defined group of Carriers or even to all Carriers that are connected to the orderer via Platform at the same time. All Carriers that are invited to the spot-bidding process can place an offer within the deadline that is defined by the orderer. It is within the responsibility of the orderer's scheduler to select one of the offers. The selection of the offer can be either done in the orderer's In-House System or within Freight Matching for Forwarders.
- (b) As soon as an offer from one *Carrier* has been selected, the transport is assigned to this *Carrier* on *Platform* at the agreed transport price stated in the offer. All other bidding *Carriers* receive a neutral negative reply at the same time.

Conditions

- (a) If a *Carrier* wants to undertake one or more transport orders, *Carrier* can place a corresponding binding offer, which *Carrier* can limit in terms of time if so desired. If no time limit is given for an offer, the offer will be valid until the final date for the submission of offers determined by orderer.
- (b) Orderer is not bound by the period for the awarding of a contract. It may shorten or extend such period at any time.
- (c) An agreement for a transaction between orderer and *Carrier* is concluded when orderer selects the offer of a *Carrier* best suited to it and confirms it to this *Carrier*.

2.8.2. Auto Match

Description

- (a) This Cloud Service enables orderers to use Artificial Intelligence to find a carrier from authorised Carriers and transport price for a specific transport automatically. For that purpose, orderers can publish a transport to a defined group of Carriers with a maximum acceptable transport price and an acceptance deadline. All Carriers will be presented price offers generated through Artificial Intelligence.
- (b) Carrier has the possibility to accept the transport at the given transport price on Platform within the given acceptance deadline defined by orderer. In case of acceptance, the transport is assigned to Carrier.

Conditions

- (a) Orderer is not bound by the period for the awarding of a contract. It may shorten or extend such period at any time.
- (b) An agreement for a transaction between orderer and Carrier is concluded upon the acceptance confirmation by Carrier.



2.8.3. Direct Match

Description

- (a) This *Cloud Service* allows orderer to request the confirmation for a transport order from one specific *Carrier* on *Platform*. The selection of the *Carrier* can be either done in the orderer's *In-House System* or within Freight Matching for Forwarders.
- (b) Carrier has the possibility to accept the transport order on Platform within the given acceptance deadline defined by orderer. In case of acceptance, the transport is assigned to Carrier. If Carrier declines the execution of the transport or does not react at all within the given deadline, orderer usually selects a different Carrier or decides to assign the specific transport via a different assignment method.

Conditions

- (a) Orderer is not bound by the period for the awarding of a contract. It may shorten or extend such period at any time.
- (b) An agreement for a transaction between orderer and *Carrier* is concluded upon the acceptance confirmation by *Carrier* (manual or automatic).

2.9. Autonomous Quotation

Description

- (a) This *Cloud Service* provides transportation sellers with the ability to fully automate their spot quotation process. This service includes aggregation and prioritisation of incoming transport requests, generation of a buying price prediction, and submission of the final quote to the transport buyer.
- (b) Load aggregation and prioritisation: the transportation seller can create rules that direct the service to quote only those shipments that are of interest to the company from among all requests that were aggregated from different sources.
- (c) Buying price generation: based on historical and current data, a company specific price prediction algorithm is trained to predict the current buying price for spot capacity in the market.
- (d) Final offer submission: the transportation seller has the option to augment the predicted buying price according to a company specific bidding strategy or cost structure. Based on this input, the quote is calculated and presented to the transport buyer automatically.
- (e) The service also provides analytical support for the user to make the Autonomous Quotation process transparent and to provide deeper insight into their quotation behaviour.

Conditions

- (a) This Cloud Service must be activated for the transportation seller to use.
- (b) The transportation seller must provide historical quote data of sufficient quantity and quality to train its custom predictive pricing
- (c) The transportation seller is responsible for the selection of transport requests that will be quoted. The process can be orchestrated through the rule manager and can then operate autonomously.
- (d) The transportation seller allows the service to submit transportation quotes on its behalf.
- (e) The transportation sellers agree for all shared data to be used in anonymous form by the Cloud Service to improve the service or create related additions.

2.10. Time Slot Management

2.10.1. Time slot booking

Description

- (a) This Cloud Service helps Shippers to minimise loading and unloading times as well as vehicle turnaround times. Shipper defines the capacities for the loading/unloading of vehicles and, optionally, further conditions/restrictions like e.g. deadlines for the booking or the modification of a time slot. Given the transparency on available time slots for a specific transport, Carrier has the possibility to optimise the usage of its vehicles by selecting the best available time slot for itself.
- (b) While it is possible to use this *Cloud Service* in an isolated way as a "standalone" solution, the common practice is to use a combination of Transport Assignment and Time Slot Management.

Conditions

- (a) Shipper has the right in terms of the volume for orders agreed with Carrier to book time slots for the authorised Carrier related to the processing of the respective orders.
- (b) In addition to the Time Slot Management module, there are 3 optional modules: Forward open bookings, quick login and Inbound.
- 2.10.2. Time Slot Management "Forward open bookings"

Description

(a) Carrier can forward the transports it received from Shipper and that need to be booked (hereinafter Open Bookings) to other Carriers, provided that Carrier does not carry out Open Bookings itself.



(b) Carrier forwards Open Bookings in this case to another Carrier that was activated for the reception of Open Bookings (hereinafter Recipient). After that, Recipient can book a time slot for Open Booking.

Conditions

- (a) For this purpose, the activation of the feature Forward open bookings by Shipper is required.
- (b) Service Provider does not check to whom Open Booking is forwarded. Service Provider only checks whether the activation of Carrier for the forwarding of Open Bookings has been given and carries it out.

2.10.3. Time Slot Management "quick login"

Description

- (a) Both, Shipper and Carrier, can have an authorised Third Party that books time slots for Open Bookings. Technically this is done by using a link with limited validity that gives authorised Third Parties limited access to Time Slot Management on Platform, so they can book the required time slot for the Open Bookings at the location of Shipper.
- (b) Shipper or Carrier are in that case "initiator". The authorised Third Party within the meaning of this provision is the company that has a contractual relationship with the initiator itself, therefore is known and authorised by the initiator to use this Cloud Service. The authorised Third Party thus does not have to be registered on Platform.

Conditions

- (a) Service Provider points out that the link that was sent can also be forwarded by the authorised Third Party, provided that the link was not used for booking of a time slot yet.
- (b) Service Provider sends the mentioned link to the authorised Third Party upon request of the initiator electronically. Service Provider does not check the existing relationship between the authorised Third Party and the initiator.
- (c) The initiator that requested the forwarding of *Open Booking* is liable to *Service Provider* for the compliance of the contractual provisions by all authorised *Third Parties* and every *Party* that receives the link from an authorised *Third Party*.

2.10.4. Time Slot Management "Inbound"

Description

- (a) Shipper may determine a quantity of goods on Platform that has been agreed upon in advance with Supplier and has to be transported by Carrier within the period given by Shipper (hereinafter Quantity Contract).
- (b) Shipper thereby generates Open Bookings in Time Slot Management and forwards them to Carrier/Supplier. Carrier/Supplier can subsequently book time slots for Open Bookings in Time Slot Management in accordance with its current capacities. Shipper can view the current status of Quantity Contract in Time Slot Management.

Conditions

Shipper has the right in terms of the volume for orders agreed with Carrier to book time slots for the authorised Carrier related to the processing of the respective orders, based on contracts with Suppliers.

2.11. SMS Call-off

Description

To simplify the communication for vehicle call-off, it is possible to send SMS messages from Time Slot Management directly to the driver. For that purpose, the driver's mobile phone number is usually requested as mandatory data entry during the booking done by *Carrier*. The SMS texts can be entered manually or, alternatively, a pre-defined text can be sent in the driver's language that has been indicated during the booking process.

Conditions

- (a) An SMS provides supplementary information for the booked time slot, but it does not serve for booking, postponing or removing time slots. In this regard, only the data provided via Time Slot Management are decisive.
- (b) Service Provider uses the services of Third Parties for the transmission of SMS. Service Provider cannot guarantee prompt and correct transmission in cases when it is beyond the influence and responsibility of Service Provider, including but not limited to missing reception of mobile phones or the non-availability of network providers. Therefore, Service Provider recommends that the status of the bookings should be checked regularly via Platform or by telephone.

2.12. Visibility

- (a) This Cloud Service is based on enabling transport tracking for preferably paperless and fast processes. The tracking status can be automatically obtained in real-time, either via GPS data connection, if Carrier has enabled their GPS connection, or via an interface of Carrier that has been established between Carrier's In-House System and Platform. Alternatively, the driver can become a part of the process by setting status messages via Transporeon Trucker on a mobile device. Shipper can use this information to provide a new kind of customer service.
- (b) For non-real-time tracking, the status messages can be placed by *Carrier* via user interface.



Conditions

- (a) The transports that Shipper wants to track via Visibility must be flagged by Shipper as visibility relevant. To perform this Cloud Service, Service Provider needs to receive at least the following correct information per transport from Shipper:
 - · loading place
 - loading date
 - loading time
 - · unloading place
 - unloading date
 - unloading time
 - order number
 - Carrier ID
- (b) Visibility requires provision of tracking data from *Carrier*. Depending on the particular Visibility, *Service Provider* offers *Carriers* a wide range of technical possibilities to provide tracking data including the usage of *Transporeon Trucker*, various APIs and GPS integration.
- (c) The following factors are crucial for the reliability of real-time information and any status reports placed via *Transporeon Trucker*. The *Transporeon Trucker User* has to ensure that:
 - a mobile end device is available
 - Transporeon Trucker is installed and activated on this end device
 - localisation services are enabled
 - the network of the respective mobile phone service provider is available
 - all necessary status reports are issued
- (d) The completeness, correctness and up-to-date nature of any status report is the responsibility of the person providing such a status report.

2.12.1. Event Management

Description

- (a) Events that occur for the given transport can be tracked to keep the visibility on the transport execution also after e.g. the vehicle has left a plant for loading and is on the way to the recipient. Usually status events are entered by *Carrier* via user interface or via an interface that has been established between *Carrier's In-House System* and *Platform*. Examples of common status events are:
 - Traffic jam
 - Arrival at customer
- (b) Shipper can define the status events that are expected to support the process, which can be on the level of a transport or also on the level of a delivery. It is furthermore possible to define certain dependencies/workflows between certain status messages.

Conditions

No additional conditions

2.12.2. Event Management for Retailers

Description

- (a) If the unloading of a transport takes place at a retailer that uses *Platform*, the data of the booked time slot will automatically be shown as a status on *Platform*.
- (b) The respective retailer defines which status messages and booking contents may be transferred.
- (c) The following status messages lean on the application recommendation "time slot control of the GS1" and can be transferred:
 - Booked time slot
 - Arrival
 - Call unloading
 - · Unloading begin
 - Unloading end
 - Departure

Conditions

No additional conditions

2.12.3. Road Visibility

Description

- (a) This Cloud Service is providing transparency and real-time visibility of the status, of location and estimated time of arrival (hereinafter ETA) for the transports to Carriers and further asset-owners (hereinafter Data Providers) and Shippers, other carriers, logistics providers, Suppliers, goods recipients and other parties to the transportation chain (hereinafter collectively Data Subscribers). For this purpose, Carrier provides Service Provider with access to Data Sources (telematics platform, mobile app, TMS system and/or any other solution for processing asset location and status information), whereas Service Provider provides Carriers as well as Data Subscribers with real-time visibility information and access to the Cloud Service and Service Provider's API. To this end, Service Provider links location or status information that is provided by Data Provider, with shipment information provided by Data Subscriber. Depending on the settings and frequency that Carrier implemented within Data Sources, the updates on real-time visibility may vary, which also affects Data Subscribers connected to Service Provider via API.
- (b) Carrier and Data Subscribers can allocate shipment to an Asset. By default, any Data Subscriber is allowed to allocate Carrier's vehicles to their shipments, but only those allocations are accepted by Cloud Service, that fulfil the parameters for allocation and tracking. Upon allocation, transport-related status information and ETA is automatically visible for Shipper, Carrier and further relevant Data Subscribers during any given transport that is carried out by Carrier. The approximate location of the allocated vehicle and the optimised vehicle route including the location of already placed statuses is calculated and made visible on an interactive map in Visibility application (accessible via and other associated Transporeon applications connected to the Visibility Data Hub) if approved by Data Provider. The same applies to transports owned by other Data Providers who have granted visibility over their Assets (i.e. trucks and trailers but also devices like phones) to Carrier (e.g. 'dedicated' or 'wet leased' fleet).
- (c) Within "Vehicle Management" feature, Carrier may choose to provide location visibility for all or a subset of their Assets to any Data Subscriber within Road Visibility even if no shipment is carried out to that Data Subscriber. Therefore, Carrier stays in control and decides to which Data Subscribers they want to provide such blanket visibility to, or revoke from, at any time.
- (d) Carrier and Data Subscribers are informed about visibility events via UI application. If the allocated Asset cannot be on time for an (un-)loading appointment, the aforementioned parties will be informed about the expected delay based on their preferences, which allows them to react proactively.
- (e) Further, Service Provider provides capacity matching and carrier finder functionality to Data Subscribers, bringing them more business opportunities. No Data Subscriber will see individual vehicle locations through this functionality. Instead, characteristics like probability of available capacity in a region or frequency of servicing a region by a Carrier are provided in aggregated form to the Data Subscribers. Carriers may choose to participate in this capacity related knowledge sharing, or stop participation, at any time.

Conditions

- (a) This Cloud Service needs to be activated for Shipper in order to be also used by Carrier.
- (b) This Cloud Service can only be used by Shipper whose Carriers have concluded the Platform User Agreement.
- (c) In order to provide visibility of shipment status to *Data Subscribers*, the respective *Asset* has to be connected to Road Visibility and allocated to the shipment. If the allocation was done incorrectly, location forwarding to *Data Subscribers* will not start.
- (d) The map material used for displaying the real-time information is taken from a *Third-Party* provider. *Shipper* is authorised to use the material only for the tracing of the transport. Any further use such as the translation, processing, changing or arranging of the data as well as the use of the data and any results received from the application for the purposes of setting up its own product such as, for example, geographical maps of *Shipper* is not permitted. In case of any infringement of copyright or in case of any unauthorised extension of the use permitted by *Service Provider*, the *Third-Party* provider as well as *Service Provider* shall have an immediate right to claim for compliance with the rules of use and safeguard provisions. Any provision of map materials is subject to changes that *Service Provider* cannot always influence.
- (e) When providing access to the *Data Sources, Carrier* ensures and warrants that all legal preconditions are complied with and that *Carrier* is legally entitled to provide *Service Provider* with the *Access Data* (i.e. credentials such as, but not limited to, user name, e-mail address or passwords in relation to the user account and in relation to the *Data Sources*). *Service Provider* may forward *Carrier* data to *Carrier* accounts on third-party platforms. For this purpose, *Carrier* is required to store *Access Data* for such third-party platforms on their Road Visibility account.
- (f) ETA calculation is provided by Service Provider. Alternatively, ETA may be provided by Carrier via Service Provider's APIs.
- (g) In order for Service Provider to be able to calculate ETA as well as generally provide this Cloud Service and assure the quality and confidence of its predictions, continuous analysis of collected data has to be conducted also during the times when no shipment is assigned to an Asset. By continuous analysis, better geofencing of loading and unloading stations and intermediary stops will be achieved. By aggregating data across all the datasets, continuous improvements to Road Visibility advanced geo info dataset and routing maps are made. When rendering prediction analysis Service Provider is responsible for the correct calculation logic behind, not for correctness of the data received from Data Sources.

2.12.4. Real-Time Workflow

Description

(a) On top of the features available within Visibility, individual additional status messages and/or status messages containing additional information can be defined by Shipper.



- (b) For example, the following workflows are supported:
 - · Documentation of load securing
 - Delivery of the goods
 - · Damage documentation
- (c) Further workflows can be created upon request.
- (d) The following functions are supported:
 - Photo
 - Electronic signature
 - Dropdown fields
 - Text fields
- (e) Carrier reports the additional status defined by Shipper in real time via the Tracking & Visibility interface or via Transporeon Trucker.
- (f) Based on the gained information, a Customer-specific PDF file can be created automatically per delivery or transport.

Conditions

- (a) The conditions stipulated in 2.12.4 (Road Visibility) apply accordingly.
- (b) Some specific workflow status and documents (e.g. photo from CMR or signature) can only be provided by *Transporeon Trucker* or Tracking & Visibility interface.
- (c) The Shipper-specific workflow must be aligned and defined with Service Provider before go-live.

2.12.5. Ocean Visibility

Description

- (a) This Cloud Service is providing predictive real-time visibility for container transports over sea, with any major ocean Carrier.
- (b) Ocean Visibility data is collected from three key sources:
 - Ocean Carriers and major orderers
 - · Vessel tracking, using global terrestrial AIS and satellite-AIS system
 - · Port operators and deep-sea terminals
- (c) In particular, the following data is made available:
 - Arrival/departure, loading/unloading/reloading events on loading, ports, transshipments, customer sites
 - Predicted, planned, estimated and actual times to past and future milestones
 - · Management of exceptions: delays, deviations on planned transportation, absence of achieving a milestone that was expected
 - Up-to-date vessel locations: past and future predicted paths
 - Detention & demurrage, reporting, Business Intelligence, multimodality

Conditions

- (a) This Cloud Service needs to be activated for Shipper in order to be also used by Carrier/orderer.
- (b) Basic identifiers needed for ocean tracking are:
 - Master bill of lading
 - Master booking ID
 - Container ID
 - Ocean carrier ID (SCAC)

Not all identifiers are required. Typically, a combination of two identifiers is sufficient.

2.12.6. Air Visibility

Description

- (a) This Cloud Service is providing milestone visibility for transports over air, with any major air Carrier.
- (b) Air Visibility data is collected from air Carrier.
- (c) In particular, the following data is made available:
 - Booked, received from Shipper, departed, arrived, received from flight, delivered (on airports)
 - Planned, estimated and actual times to past and future milestones
 - Management of exceptions: delays, deviations on planned transportation

Conditions

(a) This Cloud Service needs to be activated for Shipper in order to be also used by Carrier/orderer.



2.12.7. Mobile Order Management

Description

- (a) During any given transport that is carried out by *Carrier*, the approximate location of the allocated vehicle as well as transport-related status information and *ETA* is made visible for *Shipper*, *Carrier* and also to *Supplier* and goods recipient.
- (b) Shipper and other participants of the supply chain can only see visibility data for transports that have been explicitly accepted by Carrier and for which vehicle allocation has been done.
- (c) It is possible to define *Customer*-specific workflows with statuses which may include additional data like photo, signature or additional fields. It is also possible to define certain dependencies between certain status messages.
- (d) Furthermore, the optimised vehicle route including the location of already placed statuses is calculated and displayed on an interactive map on *Platform*.

Conditions

- (a) This Cloud Service can only be used by Shipper who already uses Transport Execution on Platform and whose Carriers have concluded the Platform User Agreement.
- (b) The map material used for displaying the real-time information is taken from a *Third-Party* provider. *Shipper* is authorised to use the material only for the tracing of the transport. Any further use such as the translation, processing, changing or arranging of the data as well as the use of the data and any results received from the application for the purposes of setting up its own product such as, for example, geographical maps of *Shipper* is not permitted. In case of any infringement of copyright or in case of any unauthorised extension of the use permitted by *Service Provider*, the *Third-Party* provider as well as *Service Provider* shall have an immediate right to claim for compliance with the rules of use and safeguard provisions. Any provision of map materials is subject to changes that *Service Provider* cannot always influence.
- (c) The Shipper-specific workflow must be aligned and defined with Service Provider before go-live.
- 2.12.7.1. Mobile Order Management "Real-Time Tracking"

Description

- (a) This Cloud Service is the basic package and therefore the basic requirement for the usage of Mobile Order Management.
- (b) Workflows with status messages that contain no additional data (like photo, signature, additional fields) can be defined.
- (c) Carriers have the possibility to forward transport orders to their drivers/vehicles. The driver reports the status defined by Shipper in real time via Transporeon Trucker. Alternatively, the vehicle allocation and provision of the defined status messages can be done by Carrier via the Service Provider's APIs.

Conditions

No additional conditions

2.12.7.2. Mobile Order Management "Real-Time Workflow"

- (a) Workflows with status messages that contain additional data per transport order can be defined via Real-Time Workflow.
- (b) For example, the following workflows are supported:
 - Documentation of load securing
 - Delivery of the goods
 - Damage documentation
- (c) Further workflows can be created upon request.
- (d) The following functions are supported:
 - Photo
 - Electronic signature
 - Dropdown fields
 - Text fields
- (e) Based on the gained information, a Customer-specific PDF file can be created automatically per delivery or transport.

Conditions

Besides the conditions described under 2.12.7.2 (Mobile Order Management), the following conditions apply:

- (a) The digital signature in Mobile Order Management does not establish the evidence for the purposes of court proceedings that this signature in particular:
 - · is genuine
 - · was provided in an authorised manner
 - · originates from the indicated issuer
 - satisfies any requirements of form; in particular, the digital signature is not the electronic signature in terms of §126a Civil Code (Bürgerliches Gesetzbuch, BGB)
- (b) In case of use of the photo function of Mobile Order Management, Service Provider transmits the picture to Platform. In doing so, Service Provider is merely the transmitter of data sets.

2.12.7.3. Mobile Order Management "Geofencing/ETA"

Description

- (a) The following Services are provided:
 - Calculation of ETA for the loading station in Time Slot Management: The time slot booking will be complemented by the estimated
 time of arrival. Based on this information, Shipper can recognise potential delays already at the time the driver is on the way to
 the pickup location, which allows to react proactively and e.g. adapt the commissioning.
 - Calculation of *ETA* for the unloading station in Transport Assignment: In this case, the estimated time of arrival is displayed in Transport Assignment. If the driver cannot be on time for an unloading appointment, *Shipper* will be informed automatically about the expected delay, which allows to react proactively and e.g. to inform customers.
- (b) Geofencing can be configured per *Shipper's* workflow status in order to remind the driver or to automatically place the status by crossing the defined radius to/from loading station or unloading station.

Conditions

Besides the conditions described under 2.12.7.3 (Mobile Order Management), the following conditions apply:

- (a) ETA calculation is done by a Third-Party provider. Alternatively, ETA may be provided by Carrier via the Tracking & Visibility interface.
- (b) The completeness, correctness and up-to-date nature of any ETA calculation or status is the responsibility of the Third-Party provider who provides such calculation or status.

2.13. Control Tower

Description

- (a) This Cloud Service allows interactive tracking of vehicles on a map, based on the real-time data from Transporeon Trucker, via Carrier's GPS integration or from Carrier via Service Provider's APIs.
- (b) By search and filtering functions, *Users* can track all or only pre-defined transports. By clicking on a transport, the optimised route is displayed, including vehicle details and transport details. The auto-zoom feature always shows the best possible fit of the map, depending on the current locations of the transports.

Conditions

No additional conditions

2.14. Rate Management

- (a) This Cloud Service determines the best-suited Carrier by defined criteria (automatic carrier allocation) and/or calculates the transport price according to defined criteria for a transport (automatic pricing).
- (b) Common criteria are:
 - Vehicle
 - Relation (origin to destination)
 - Postal code of the unloading station
 - Surcharges (e.g. for additional pick-up or unloading, only applicable for automatic pricing)
- (c) It is possible to define more than one *Carrier* for a specific relation. In that scenario, the transport can be automatically sent to the second, the third and so on *Carrier* for an efficient confirmation process. To define priorities among *Carriers* for a relation, it is foreseen to define a ranking or to make use of a quota per *Carrier* ("market share", e.g. 60 % *Carrier* A, 40 % *Carrier* B).
- (d) The prices calculated can be displayed in Transport Assignment.

(e) The data is stored in tabular form and can be edited directly in the application, or alternatively, the tables can be exported and imported again into the application after editing them offline.

Conditions

- (a) Service Provider cannot influence which data are available as this depends on the corresponding data entered by Shipper and/or Carrier on Platform, the number of Carriers and the type of the data.
- (b) The automatic allocation of *Carriers* and/or the automatic price definition is a mathematical calculation (hereinafter *Result*) based on the entered and existing data sets of *Third Parties*.
- (c) Results do not always show the best or most common Carriers on the market as the correctness and up-to-date nature of the data sets depends on which data have been updated by Users. These data are the responsibility of the party entering such data into the system.
- (d) Service Provider is responsible for the mathematical correctness of Results based on the provided criteria and the entered data sets.

2.15. Rate Acceptance

Description

- (a) If a Shipper uses this feature, Carrier sees its rates stored by Shipper in Rate Management. In case of new or changed rates, Shipper has the possibility to check its rates with Carrier and confirm and/or decline the rates. For this purpose, Shipper initiates the approval process and Carrier can check the request from Shipper by logging in on Platform. Shipper can decide which actions Carrier is allowed to perform and how much information of a rate is displayed to Carrier.
- (b) A possible configuration for *Customers* on Freight Procurement provides access to central rate information worldwide, across different sites and departments to verified *Shipper* users. The rate data is stored in tabular form and can be maintained directly in the application, or alternatively, the tables can be exported and imported again into the application after editing them offline. *Users* can query available routings including the calculation of the total transport price (incl. surcharges) per *Carrier* on available lanes. It is possible to transfer the routing information or calculated prices via interface to Transporeon or other third-party systems.

Conditions

- (a) Shipper must use Rate Management.
- (b) Only Shipper can initiate this feature. The feature needs to be activated for Shipper.
- (c) Carrier must be active on Platform and active as Carrier for this Shipper.

2.16. Container Booking

Description

- (a) The interface between Transporeon and an ocean-freight platform enables *Shipper* to assign sea freight orders (containers) to its ocean *Carrier* via *Platform*.
- (b) Shipper sends the containers to an ocean Carrier via Transport Assignment "No-Touch Order" for confirmation. The ocean Carrier accepts the transport order through the ocean-freight platform and Shipper receives the confirmation via Platform.

Conditions

- (a) Shipper chooses to work with a certain ocean-freight platform provider. Hereunto Shipper and Carrier have a contractual relationship with this ocean-freight platform provider.
- (b) Service Provider needs the data entered by Shipper or Carrier that are forwarded via the ocean-freight platform to Platform. Service Provider ensures the correct retrieval of data sets and enables Transport Assignment "No-Touch Order".
- (c) An eventual non-availability of the ocean-freight platform has a direct effect on the non-availability of this *Cloud Service*. In such cases, *Service Provider* is released from its duty to perform. Any claims arising from the non-availability of the ocean-freight platform shall be settled directly with the provider of the ocean-freight platform.
- (d) Furthermore, the conditions stipulated in 2.16 (Transport Assignment "No-Touch Order") apply correspondingly.

2.17. Attachment Services

- (a) This Cloud Service offers the electronic exchange of transport and booking relevant files to allow an optimised communication. Files can be attached by Shipper and/or by Carrier on transport level or delivery level and for retail companies and/or by Carriers on a booking level.
- (b) Examples of common file attachments are:
 - CMR
 - Pictures
 - Certificates
 - Customs documents
- (c) The attachments will be archived for 10 years.
- (d) The maximum size of an attachment is 10 megabytes.



Conditions

- (a) Service Provider expressly gives notice that Customer will alone determine which data is to be uploaded. In this regard, the uploading date may vary from the actual exposure date, may show different factual circumstances and therefore cannot be used as court binding (compulsory) evidence as to a specific transport-related fact situation.
- (b) Customer undertakes not to use any personal data.

2.18. Transport Planning

Description

Shipper transmits individual transports or Open Bookings to its registered Carriers. This way, Carriers can combine the individual transports by combining Open Bookings and thereby create one combined transport or one combined Open Booking.

Conditions

No additional conditions

2.19. Freight Settlement

Description

- (a) This Cloud Service optimises the transport settlements and acts as a central communication platform between Shipper and Carrier.
- (b) After the assignment of a transport via *Platform, Shipper* has the possibility to request the freight settlement information for the respective transport from *Carrier* to verify the invoice. *Carrier* can accept or decline the requested settlement price. Subsequently *Shipper* obtains a message whether his freight settlement was accepted or declined.

Conditions

Service Provider is not responsible for the accuracy and correctness of the freight settlement information that Customer enters and/or provides when using Platform.

2.20. Network Insights

Description

This *Cloud Service* provides standardised dashboards and an option to download data from *Platform. Users* can easily configure and explore transportation data from different perspectives and gain insights into the trends and anomalies within their logistics network.

Conditions

The contents of services do not lay claim to being complete, representative, or accurate in terms of statistical/scientific principles.

2.21. Analytics

Description

- (a) This Cloud Service helps Shippers to extract and analyse data that is compiled within Platform. Reports can be created on Carrier level or on transport level as a basic principle. Because of the large number of possible fields, there is an enormous amount of possible combinations to be analysed. Simple reports can be:
 - Amount of driven weight per Carrier and per unloading station in a certain time period
 - All finished transports including all offers in a certain time period displaying the highest, the lowest and the chosen offers
- (b) Recurring queries can be saved and marked for a cyclic (e.g. monthly) forwarding creation.
- (c) The output of the data is done in a raw tabular form and can be exported via Excel.

Conditions

- (a) Service Provider cannot influence which data are made available as this depends on the corresponding data entries on Platform, the number of Carriers and the type of the data.
- (b) The completeness, correctness and up-to-date nature of the respective data is the responsibility of the party entering such data into the system.

2.22. Surcharge Management

- (a) After the assignment of a transport via *Platform, Carrier* has the possibility to request surcharges for the respective transport from *Shipper*.
- (b) Surcharges are costs that cannot be considered in advance by *Shipper* and *Carrier*, but which have a direct impact on the cost for a given transport. Typical examples are surcharges for waiting times that occurred during transport execution.

- (c) Shipper can accept or decline the requested surcharges. Subsequently, Carrier obtains a message whether his surcharge was accepted or declined.
- (d) The set of possible surcharge requests (type, amount and timeframe) is defined by Shipper.

Conditions

No additional conditions

2.23. Trailer advice

Description

- (a) This Cloud Service allows Shipper to manage trailers for pre-loading in addition to vehicles in Time Slot Management. Herewith Shipper has an overview of all trailers on-site and their current loading status (empty or full). Also, Carrier has an overview of its trailers.
- (b) This Cloud Service can also be adapted to containers.

Conditions

This Cloud Service requires Time Slot Management.

2.24. Recipient portal

Description

- (a) This Cloud Service provides a goods recipient with the possibility of viewing selected transport orders and related statuses on Platform.
- (b) Shipper can grant the goods recipient the right to view the deliveries that have been assigned to Carrier via Platform. The link between deliveries and goods recipient is made by Shipper. The nature and extent of the delivery information that the goods recipient can view is determined by Shipper.

Conditions

No additional conditions

2.25. Supplier portal

Description

- (a) When creating the delivery, *Shipper* can specify a corresponding *Supplier*. With this *Cloud Service*, *Supplier* can create and view deliveries in Transporeon for which he has been authorised.
- (b) For this purpose, Supplier is given his own view containing the relevant deliveries. Within the scope of Event Management, Supplier can furthermore track statuses and depending on the authorisation also set statuses.

Conditions

No additional conditions

2.26. Exchange Platform

Description

- (a) Exchange Platform serves as a data converter between *In-House System* of *Customer* and *Platform*. It is provided as part of *Cloud Service* and enables a direct communication between *Platform* and *In-House System* of *Customer*. It allows *Customer* and *Service Provider* to exchange transport related data including but not limited to the usage of the standard Transporeon API.
- (b) Customer and Service Provider will jointly define the data format and the communication protocol (out of possible data formats and communication protocols).
- (c) Service Provider is not responsible for the accuracy and correctness of the information that is transferred from In-House System of Customer to Exchange Platform. Customer is solely and exclusively responsible for the correct data transmission.

Conditions

In-House System of Customer is an IT system that has direct connection with Exchange Platform. It is also possible to connect more than 1 In-House System of Customer (e.g. an In-House System used for Transport Assignment, and an In-House System used for Yard Management, both connected to Exchange Platform).

2.27. CMR Sign-on-Glass

- (a) This Cloud Service is a solution that enables the usage of digital-consignment notes when collaborating with other parties on Platform.
- (b) When Carrier allocates a vehicle to an assigned transport, the digital-consignment-note document is generated by Platform and made available in Transporeon Trucker. The driver can collect the sign-on glass signatures from sender and himself on a mobile device.



- Together with the transport and delivery data, these signatures will be placed on an automatically created digital-consignment note (PDF document), which will be then stored as attachment available in Attachment Services both for *Shipper* and *Carrier*. During the transport, the digital-consignment note will be accessible in *Transporeon Trucker* (signatures and comments).
- (c) The digital-consignment-note documents will be created by *Service Provider* and attached to the respective delivery via Attachment Services. It is stored as attachment on *Platform*. All involved parties (*Shipper, Carrier* and optional goods recipient via Recipient portal) can access the digital-consignment-note documents via *Platform*. The digital-consignment note is also available for the driver within *Transporeon Trucker*.

Conditions

- (a) Shipper needs to indicate any given transport as relevant for digital-consignment note. Shipper needs to indicate when the transport information is final, thus the digital-consignment note can be issued.
- (b) Carrier needs to allocate a vehicle to an assigned transport.
- (c) The driver of Carrier needs to use Transporeon Trucker.
- (d) This solution does not provide the technical authentication of the electronic-consignment note by means of a signature using "signon-glass".
- (e) The uploaded data may vary from the actual exposure date and may show different factual circumstances. The document is issued by Service Provider based on the information filled in or uploaded by the user. Each party filling in information or uploading content including attachments, pictures or logos shall be fully responsible for the content, completeness, accuracy and up-to-date character of such information.
- (f) Service Provider does not guarantee that the documents/procedure establish an evidence for the purposes of the applicable law or court proceedings.

2.28. Digital Transport Documents - eCMR

Description

- (a) This *Cloud Service* is a solution that enables the usage of digital-consignment notes (eCMR) when collaborating with other parties on *Platform*.
- (b) Shipper or Carrier issues the eCMR.
- (c) At time of loading Shipper needs to verify and possibly correct the information of the digital-consignment note and sign for hand-over.
- (d) The driver of Carrier will inspect the goods, provide any remarks and sign on a mobile device for having the goods handed over.
- (e) At time of unloading the recipient will inspect the goods and sign for receipt.
- (f) From the information Consignment Notes (CMR) can be generated as PDF to share with Third Parties as a document.
- (g) All involved parties (Shipper, Carrier, and optional goods recipient via Recipient portal) can access the digital-consignment-note documents via Platform.

Conditions

- (a) Shipper needs to indicate any given transport as relevant for digital-consignment note. Shipper needs to indicate when the transport information is final, thus the digital-consignment note can be issued.
- (b) The driver of Carrier needs to use a mobile device.
- (c) This solution does comply to the eIDAS 'Advanced' electronic signature, that enables the identification of the signatory.
- (d) The uploaded data may vary from the actual exposure date and may show different factual circumstances. The document is issued by Service Provider based on the information filled in or uploaded by the user. Each party filling in information or uploading content including attachments, pictures or logos shall be fully responsible for the content, completeness, accuracy, and up-to-date character of such information.
- (e) Service Provider does not guarantee that the documents/procedure establish evidence for the purposes of the applicable law or court proceedings.

2.29. Partner Performance Score

Description

This Cloud Service provides an advantage for Carriers and enables them to enter into new business opportunities with Shippers on Platform. Based on information of the performance and activity of Carriers on Platform and using certain criteria and certain algorithm, a scoring will be generated for each Carrier. This scoring is numerical from 0 to 100 and updates in real time. The algorithm developed by Service Provider is based exclusively on objective criteria, including but not limited to having accepted the latest Platform User Agreement, and using Visibility Services. The scoring may represent a decisive factor for Carrier's eligibility and future collaboration with Shippers on Platform. Service Provider will offer guidance on how Carrier can increase their own scoring and make available the necessary tools in order to keep this scoring at a high level.



Conditions

- (a) The algorithm used by Service Provider for generating the scoring is the exclusive property of Service Provider and will not be disclosed to Carriers.
- (b) Service Provider will exclusively use objective criteria for evaluation.
- (c) The scoring will be visible to all Shippers on Platform, but not to other Carriers.
- (d) Each Customer ID will have its own score. *Users* with the same ID will have one single score. If *Carrier* has multiple affiliates, each of them with a separate ID, then each affiliate will have its own score.
- (e) Service Provider shall not be responsible for any damages occurred as a result of using Partner Performance Score, especially damages due to loss of business. Service Provider is only responsible for generating the results of the algorithm (aggregating information).

2.30. Freight Marketplace

Description

- (a) This *Cloud Service* acts as a neutral but active gateway for *Shippers* and *Carriers* to find the right price and ideal counterparty for a transportation service.
- (b) Shippers use this Cloud Service to create and run transport requests. Shippers can search for Carriers in our catalogue of Carriers and can define which Carriers should have full access to the transport requests. The Carriers in turn can submit offers and can accept counteroffers they receive from Shippers. Shippers can award offers they receive from Carriers and can create own counteroffers to the Carriers. A transport request is finished once offers are awarded by the Shipper or counteroffers are accepted by the Carriers.
- (c) Carriers and Shippers can create profiles to showcase themselves to the counterparty. That way each side can get information about the counterparty with the aim of creating trust between the two parties.
- (d) When creating a profile, Carrier must submit documents in order for his profile to be validated. Service Provider compares the information provided with that available online but cannot guarantee its veracity.

Conditions

- (a) For both Shippers and Carriers company and user accounts need to be created for them to be able to use the Cloud Service.
- (b) Shippers define the content of the transport requests and the requirements they contain.
- (c) Carriers and Shippers are responsible for the correctness of results based on the provided criteria and the entered data.

2.31. Time Slot Management for Retailers

Description

- (a) Shipper determines the available loading and unloading capacities for its locations in Time Slot Management for Retailers. Only those Carriers in the group of Carriers of the respective Shipper have access to these unloading capacities. The criteria according to which Service Provider is entitled to activate Carriers for a Shipper are determined by the respective Shipper. Only those Carriers who have received the corresponding purchase order number from the respective Shipper shall have access to these unloading capacities (hereinafter Authorised Carriers).
- (b) The company names and locations of *Shippers* registered in Time Slot Management for Retailers are visible for *Carriers*, unless agreed otherwise. *Shippers* can view the company names of the registered *Carriers*.
- (c) The provision of the loading and unloading capacities by *Shipper* to *Carrier* represents a request to reserve a time slot insofar as *Carrier* has received a transport order to or from the respective location of *Shipper*.
- (d) Authorised Carrier books a time slot for loading or unloading via Time Slot Management for Retailers. In this regard, Authorised Carrier shall observe at all times the instructions of the respective Shipper. Depending upon pickup/delivery it may be necessary to book more than 1 time slot for such a pickup/delivery e.g. if several unloading stations at the destination are involved.
- (e) Shipper has the right to book a time slot for an Authorised Carrier. Such bookings shall be charged to the respective Carrier.

Conditions

No additional conditions

2.32. Time Slot Management for Retailers Reporting

- (a) Upon request of Supplier, Shipper may grant Supplier the right to view the time slot bookings that Carriers make or have made for the transports of Supplier. This right relates to time slots that Carrier, Supplier or Shipper books at a location of Shipper when carrying out a transport order of Shipper. Shipper determines the nature and extent of the information contained in the time slot bookings that Supplier can view.
- (b) Supplier may only get the right to view those time slot bookings that were made for the orders of this Supplier.



- (c) Shipper may withdraw the right of Supplier to view the time slot bookings at any time. In such case, Service Provider will notify Supplier. Upon request, Service Provider may grant Supplier for subsequent 6 months the access to the time slot bookings made in the period that was activated by Shipper.
- (d) Carrier has the right to view only its own time slot bookings that this Carrier makes or has made in the past.
- (e) The number of time slots may deviate from the number of ordered deliveries and is determined by the requirements of Shipper.

Conditions

No additional conditions

2.33. Time Slot Management for Retailers SMS

Description

Time Slot Management for Retailers SMS provides messages to *Carriers* concerning procedures taking place in Time Slot Management for Retailers.

Conditions

- (a) Time Slot Management for Retailers SMS serves exclusively as a notification system for changes, new bookings and deletions of time slots that took place in in Time Slot Management for Retailers. In this regard, only the data provided via Time Slot Management for Retailers are decisive
- (b) Service Provider uses the services of Third Parties for the transmission of SMS. Service Provider cannot guarantee prompt and correct transmission in cases when it is beyond the influence and responsibility of Service Provider, including but not limited to missing reception of mobile phones or the non-availability of network providers. Therefore, Service Provider recommends that the status of the bookings should be checked regularly via Time Slot Management for Retailers or by telephone.

2.34. Mobile Yardbook Registration

Description

- (a) The Mobile Yardbook Registration feature assists the retail company in minimising internal workload and effort related to yardbook management by outsourcing it to the *Carrier*. This allows the driver to independently create yardbook entries upon arriving at the yard. The feature facilitates the onboarding processes for the company and enables the retrieval of essential data from deliveries, facilitating future evaluations.
- (b) The Time Slot Management application includes a feature called "Yardbook" that allows retail users to easily share a QR code or a link with drivers. This QR code or link opens the Mobile Yardbook Registration feature as a standalone application on their mobile device. By accessing this feature, drivers can conveniently enter all the necessary *Carrier* and delivery data for their tasks.

Conditions

- (a) In order to utilise this feature, retail companies must have Time Slot Management for Retailers as a prerequisite.
- (b) To enable Time Slot Management for Retailers, the Yardbook function needs to be properly configured. Retail users have also the flexibility to create yardbook entries for deliveries that do not have a specific time slot allocated.

2.35. Freight Procurement

Description

- (a) This Cloud Service supports tender management and strategic decision-making in all modes of transport. Shippers use this Cloud Service on Platform to create and run RFQs and/or RFIs covering the entire process from communication with Carriers to bid/rate analysis. Carrier-awarding Shippers can invite any Carrier to Freight Procurement and/or increase their supplier network by selecting from Carriers available in a global carrier database (only if activated). Carriers only have access to Shipper's RFIs or RFQs if Shipper has invited them or accepted Carrier applications. This invitation or the acceptance of an application is a prerequisite to authorised participation in an RFQ or RFI.
- (b) If Carriers would like to declare their transport quotes in an RFQ or answer questions in an RFI, they must log in to Freight Procurement with their User name and password. They will not, however, be able to view any data of other Carriers, unless Shipper authorised the display of the best price or ranking. In that case, Carriers can see how they rank and/or what the best prices are (without naming Carriers).

Conditions

- (a) Service Provider cannot influence which data are available as this depends on the corresponding data entered by Shipper and/or Carrier on Platform, the number of Carriers and the type of the data.
- (b) Service Provider is responsible for the mathematical correctness of Results based on the provided criteria and the entered data sets.



2.36. Instant Pay

Description

- (a) Instant Pay is a financial service in which *Carrier* sells its receivables (transport orders that it receives and has executed from *Shippers* via *Platform* and for which it is entitled to remuneration from *Shipper*) to a factoring partner, for example to cover *Carrier's* short-term liquidity requirements.
- (b) By clicking the register button for the first time, Carrier will be redirected to the website of Service Provider's factoring partner to register there. Therefore, Carrier will leave the Transporeon environment. All information during the registration process will be directly typed in the input mask of our factoring partner. After the registration process has been completed, Carrier can select receivables and submit an offer to sell the receivables to the factor via Instant Pay. After acceptance of the sales offer by the factor, the purchase price for the receivables, less the agreed factoring fee, is credited to Carrier's settlement account by the factor. Counterclaims on the part of the factor (e.g. from forwarding claims of incoming payments) are also posted to Carrier's settlement account. After the settlement account has been balanced, a credit balance usually shall be instructed for payment according to standard practice in the relevant market.
- (c) In connection with Instant Pay, Service Provider provides the following services to Carrier:
 - Enabling access to registration for the integrated factoring service
 - Display of possible shipments for which Instant Pay can be used, as well as the possibility of selecting shipments for transmission to the factoring partner
 - Transmission of factoring requests including price and recording of additionally required information to the factoring partner on behalf of *Carrier* (in particular payment terms as well as recording of deviating prices/costs for transport services). The correctness of the transmitted data is the responsibility of *Carrier*
 - · Overview of sent orders including the status whether the receivables have been purchased by the factoring partner or not
 - Further support on the factoring services offered, including through the Customer Service (by telephone, e-mail) of Service
 Provider or through appropriate forwarding to Service Provider's factoring partner

Conditions

No additional conditions

2.37. Real-Time Yard Management

Description

- (a) This Service is a desktop application designed to address the critical challenges associated with managing yard and warehouse workloads efficiently. By providing a comprehensive overview of all trucks expected to visit the yard, this tool enhances operational efficiency, safety, and communication between transportation and warehouse operations. The value of this Service is to streamline the arrival flow of trucks reducing costs through operational efficiency and improving Customer satisfaction by leveraging real-time information and operational insights.
- (b) Shippers and retailers use this Service to get an overview of all visitors that booked their appointments for execution date via Time Slot Management or Time Slot Management for Retailers. All visitors are displayed in the Arrival Monitor table. Utilising Real-Time Visibility technology, the Arrival Monitor shows the Expected Time of Arrival (ETA) for each visitor, enabling precise tracking of whether a truck is expected on time, too early, or too late ("Arrival Monitor"). Using this Service, users can also easily monitor and capture the progress of every visitor in the yard by updating statuses and monitoring Key Performance Indicators designed to highlight deviations, bottlenecks, and schedule disruptions.

Conditions

Customer needs to act as Shipper or retailer on Platform and use either Time Slot Management or Time Slot Management for Retailers.

2.38. SAML Single Sign-On

Description

- (a) This Cloud Service is provided as part of the Extended security package.
- (b) Security Assertion Markup Language (hereinafter *SAML*) is a standard protocol used by web browsers to enable Single Sign-On (hereinafter *SSO*) via secure tokens.
- (c) SAML is an open standard for exchanging authentication and authorisation data between parties, in particular between an identity provider and a service provider.
- (d) SAML completely eliminates the need for passwords by using standard cryptography and digital signatures to pass a secure sign-on token from an identity provider to a Software-as-a-service (hereinafter Saas) application.
- (e) SAML uses secure tokens which are digitally signed and encrypted messages with authentication and authorisation data.
- (f) SAML passes these tokens from an identity provider to a cloud application by using an established trust relationship.

Conditions

Customer needs to use or have activated Extended security package.



3. Shipper-only Services

3.1. Basic Services

3.1.1. Platform usage

After Implementation Phase, Carrier onboarding and Go-Live, Shipper can start using Platform. Hereto he obtains access to Platform including the functionalities of the ordered modules.

Shipper nominates its Users who will get access to Platform and defines if these Users can actively work on Platform, and which one will have view-only access. User roles can be defined individually per module and User. The following Services are included:

- Personalised *User* accounts
- Secure password policy
- User and role management
- Access to built-in modules: Analytics (for active Users), standard Dashboard, browser notifications

3.2. Support Services

3.2.1. Carrier onboarding

Within Carrier onboarding, Service Provider carries out several actions as described below.

- (a) Before starting Carrier onboarding, Shipper defines which of its Carrier shall be activated to work with Shipper on Platform by providing the Carrier-list. Shipper uses the Carrier-list template only in the given template format of Service Provider.
- (b) After provision of the *Carrier*-list, *Service Provider* reviews the latter focusing on specific legal and contractual requirements which need to be met to enable *Carrier* to use *Platform*. New *Carrier* must agree to the framework called Platform User Agreement to be able to access *Platform* and to start transacting with *Shipper*. Existing *Carrier* on *Platform* will be checked for their contractual prerequisite for entering their new collaboration. If *Carriers* have concluded an older version of Platform User Agreement with *Service Provider* (e.g. not compatible with new modules or other technical and commercial requirements), *Service Provider* guides them through the onboarding process necessary for enabling *Carrier* for using *Platform*. If existing *Carrier* have any outstanding liabilities to *Service Provider* (e.g. outstanding debts), *Service Provider* can refuse the activation of that *Carrier* on *Platform* until the settlement of these liabilities by *Carrier*.
- (c) On top of that, it might be that some or all *Carriers* need to agree on an *Additional Agreement*, if for instance it is required by law or specific economic restrictions. *Service Provider* will inform *Carriers* of such necessity. *Additional Agreements* reflecting special terms and conditions are valid only after *Master Service Agreement* with *Shipper* and Platform User Agreement with *Carrier* were agreed upon. *Service Provider* can refuse the activation of that *Carrier* on *Platform* until such *Additional Agreement* is agreed upon.
- (d) Service Provider supports Carrier in the earliest stage to access Platform and ensures Carrier knows how to use Platform, knows how to access self-help resources and can manage properly its activity on Platform. Service Provider assists and supports Carrier before and after Go-Live for technical, accounting and contractual topics.
- (e) Shipper has selected the standard package for Carrier onboarding services as described above (hereinafter Standard Carrier Onboarding Package). Standard Carrier Onboarding Package includes support in Carrier registrations and Platform usage, e-mail reminders sent to non-onboarded Carriers and written instructions on how to use Platform. Standard Carrier Onboarding Package is provided at no additional charge to Shipper. In addition to Standard Carrier Onboarding Package, Shipper has the option to order a premium carrier onboarding package (hereinafter Premium Carrier Onboarding Package). Premium Carrier Onboarding Package includes personalised one-on-one sessions between Service Provider and Shipper's Carriers, access to Shipper-specific webinars and technical support services of Carrier integrations. Premium Carrier Onboarding Package is an optional add-on service and is subject to additional fees, which shall be borne by Shipper. The fees associated with Premium Carrier Onboarding Package, including the scope of services provided, payment terms, and any other relevant details, will be outlined in a separate agreement. By selecting to utilise Premium Carrier Onboarding Package, Shipper acknowledges and agrees to the payment of all associated fees as detailed in the aforementioned separate agreement. Shipper further acknowledges that Premium Carrier Onboarding Package is designed to enhance the onboarding experience and facilitate smoother Carrier integration but does not guarantee the engagement or performance of any Carrier.
- (f) The standard carrier training package includes written instructions on how to use *Platform* and is part of always available materials provided at no additional charge to *Carrier* (hereinafter *Standard Carrier Training Package*). In addition to *Standard Carrier Training Package*, *Customer* has the option to order customised webinars (hereinafter *Customised Webinar Training Package*) or individual sessions (hereinafter *Individual Session Training Package*). *Customised Webinar Training Package* or *Individual Session Training Package* include dedicated webinar or personalised one-on-one session between *Service Provider* and *Carrier. Customised Webinar Training Package* or *Individual Session Training Package* is an optional add-on service and is subject to additional fees, which shall be borne by *Customer*.



3.2.2. Customer Care support (Helpdesk)

Technical support and operational issues: Service Provider also offers support in operational issues, provided those issues are connected to the use of Platform. Operational issues arising from Shipper's organisation or relations with Carrier are the sole responsibility of Shipper.

Carrier activation: Activation of new Carrier after Implementation Phase

3.3. Shipper-specific maintenance

Service Provider will render to Shipper maintenance and ongoing development of Shipper-specific functionalities developed on Shipper's demand. Service Provider will test Shipper-specific developments for every planned update of Platform and if necessary, support Shipper during that update.

3.4. Modules and conditions

3.4.1. Distance Calculation

Description

- (a) This Cloud Service allows Shipper to choose between 2 different calculation methods:
 - Actual distance between first loading station and last unloading station (with any transit stops)
 - Distance between loading station and unloading station (any transit stops are considered as being on the way)
- (b) The calculation is made based on the information about loading station and unloading station as well as transit stops provided by *Shipper. Carrier* can view the results in the loading commission and respective overviews.

Conditions

The calculation of the distance is made by a *Third-Party* provider. The making available of the calculation is subject to changes that *Service Provider* cannot always influence.

3.4.2. Connecting Load Agent

Description

This Cloud Service determines potential connecting loads. Based on a transport that shall be assigned, the number of transports that will be unloaded near the loading station of this transport and Carriers that execute these transports are determined. The determined number and Carriers that execute the transports are shown to Shipper. Shippers cooperating with each other will also see Carriers of their cooperation partners.

Conditions

No additional conditions

4. Interfaces to Platform

4.1. General

- (a) Upon request, Service Provider implements for Customer interfaces to Service Provider's Platform.
- (b) The interfaces enable a direct communication between Service Provider's Platform and In-House System of Customer. This allows Customer and Service Provider to exchange transport-related data via a server on which the data is stored temporarily for this purpose.
- (c) Customer and Service Provider will jointly define the data format and the communication protocol (out of possible data formats and communication protocols) for the selected interface.
- (d) Service Provider is not responsible for the accuracy and correctness of the information that Carriers and Shippers enter and/or provide when using the interfaces to Service Provider's Platform. Service Provider is solely and exclusively responsible for the correct data transmission, except for the cases where Third Party which has a separate contract with Customer has developed the interface/connector to enable the data transmission.

4.2. Assigned transports interface (incl. Time Slot Management link)

Transferred data	Assigned transports including web link leading to a transport in Time Slot Management	
From	Platform	
То	Carrier	
Data transfer via	SFTP or OpenApi	
Export format	XML and JSON (OpenApi)	
Events that trigger the data transfer	 A Carrier has accepted a transport A Shipper has assigned a transport A Shipper has modified a transport A Shipper has cancelled a transport 	

4.3. Transport data editing interface

Transferred data	Transport and delivery parameters update	
From	Carrier	
То	Platform	
Data transfer via	SFTP or OpenApi	
Export format	XML and JSON (OpenApi)	
Events that trigger the data transfer	 A Carrier has updated transport parameters A Carrier has updated delivery parameters 	

4.4. Offer placement and transport acceptance interface

Transferred data	Offer requests and confirmation requests
From	Platform
То	Carrier
Data transfer via	SFTP or OpenApi
Export format	XML and JSON (OpenApi)
Events that trigger the data	A Shipper has requested an offer for a transport
transfer	A Shipper has requested a confirmation for a transport
Transferred data	Placed offers and transport confirmations
From	Carrier
То	Platform
Data transfer via	SFTP or OpenApi
Export format	XML and JSON (OpenApi)
Events that trigger the data	A Carrier has placed an offer for a transport
transfer	A Carrier has accepted a transport
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4.5. Loading commission printout interface

Transferred data	Loading commissions of assigned transports	
From	Platform	
То	Carrier	
Data transfer via	FTP	
Export format	PDF	
Events that trigger the data transfer	A Carrier has accepted a transport	
	A Shipper has assigned a transport	
	A Shipper has modified a transport	

4.6. Booked time slots interface (Time Slot Management and Time Slot Management for Retailers)

Transferred data	Time Slot Management data	
From	Platform	
То	Carrier	
Data transfer via	SFTP or OpenApi	
Export format	XML and JSON (OpenApi)	
Events that trigger the data transfer	 A Shipper or a Carrier has created a booking A Shipper or a Carrier has modified a booking A Shipper or a Carrier has deleted a booking 	

4.7. Event Management interface

Transferred data	Event Management statuses
From	Carrier
То	Platform
Data transfer via	SFTP or OpenApi
Export format	XML and JSON (OpenApi)
Events that trigger the data transfer	 A Carrier has placed a transport status A Carrier has placed a delivery status

4.8. Tracking & Visibility interface – full version

Transferred data	Tracking & Visibility data		
From	Carrier		
То	Platform		
Data transfer via	Web service (REST call carried by the HTTP protocol)		
Export format	XML		
Events that trigger the data transfer	 A Carrier has requested transport details A Carrier has requested a Shipper workflow for a transport A Carrier has set or removed a vehicle or device (alias) allocation for a transport A Carrier has set a vehicle state A Carrier has placed a transport delivery station status A Carrier has set/updated/invalidated ETA A Carrier has updated geo-coordinates (vehicle position) 		

4.9. Tracking & Visibility interface – base version

Transferred data	Tracking & Visibility data	
From	Carrier	
То	Platform	
Data transfer via	Web service (REST call carried by the HTTP protocol)	
Export format	XML	
Events that trigger the data transfer	 A Carrier has requested transport details A Carrier has set or removed a vehicle or device (alias) allocation for a transport A Carrier has placed a transport delivery station status A Carrier has set/updated/invalidated ETA A Carrier has updated geo-coordinates (vehicle position) 	

The base version supports only 1 standard workflow of *Service Provider*. This means, that for all *Visibility Services* relevant transports, *Carriers* can only set 5 pre-defined status (Accepted by driver, Loading arrival, Loading departure, Unloading arrival, Unloading departure). Additionally, *Shipper* might request *ETA* information and photo & signature per status. *ETA* information and photo & signature are optional and shall only be provided via interface if *Carrier* has the possibility to use them.

4.10. Attachment upload interface

Transferred data	Attachments
From	Carrier
То	Platform
Data transfer via	SFTP or OpenApi
Export format	XML and JSON (OpenApi)
Events that trigger the data transfer	A Carrier has added an attachment

4.11. Surcharges interface

Transferred data	Surcharges accepted by Shipper	
From	Platform	
То	Carrier	
Data transfer via	SFTP or OpenApi	
Export format	XML and JSON (OpenApi)	
Events that trigger the data transfer	A Shipper has accepted a surcharge request	

4.12. Vehicle allocation interface

Transferred data	Licence plate numbers of the vehicles to which transports have been allocated
From	Carrier
То	Platform
Data transfer via	SFTP or OpenApi
Export format	XML and JSON (OpenApi)
Events that trigger the data transfer	A Carrier has allocated a vehicle to a transport

4.13. Settlement interface

Transferred data	Settlement process
From	Carrier
То	Platform
Data transfer via	SFTP or OpenApi
Export format	XML and JSON (OpenApi)
Events that trigger the data transfer	 Accepting an existing settlement Declining an existing settlement
Transferred data	Settlement data
From	Platform
То	Carrier
Data transfer via	SFTP or OpenApi
Export format	XML and JSON (OpenApi)
Events that trigger the data transfer	Settlement data have been created or the status has been changed