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Software Vendor Agreement

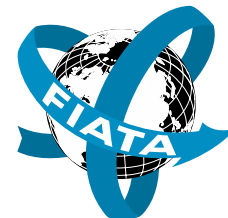
This Software Vendor Agreement and its annex ("**Agreement**") is entered into by and between the International Federation of Freight Forwarders Associations, whose principal address is Rue Kléberg 6, Geneva 1201, Switzerland ("**FIATA**"), and the company identified below (the "**Vendor**"), individually the "**Party**" and collectively, the "**Parties**".

Vendor:	Name:
	Address:

1. DEFINITIONS

- 1.1. "**Access Credentials**" means the Client ID, unique Client Secret number and any other credentials deemed necessary, which will be shared with the Vendor to access FIATA Services.
- 1.2. "**Agreement**" means this agreement and the annex attached hereto.
- 1.3. "**Authenticated User**" means a User that has satisfied the authentication process and is deemed eligible to issue the Paperless Tracked FIATA BLs as confirmed through the FIATA Services.
- 1.4. "**Business Day**" means any day other than a Saturday or Sunday or public or banking holiday in the canton and/or the city of Geneva in Switzerland.
- 1.5. "**Business Hours**" means hours between the period of 09:00 to 18:00 Central European Time falling on a Business Day.
- 1.6. "**Paperless Tracked FIATA BLs**" means the digital PDF version of the FIATA Multimodal Transport Bill of Lading (FBL) and the non-FIATA branded Bill of Lading. Both documents are based on the FIATA Data standard, and are tracked and verifiable by all stakeholders.

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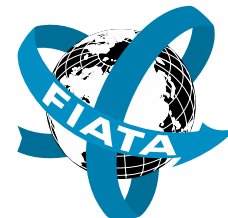
- 1.7. **“Confidential Information”** means all information or material that is not publicly known at the time that such information or material is disclosed, discovered, or otherwise made known to either Party. Such Confidential Information shall include information shared between the Parties during the term of this Agreement, as well as information shared by Users when requesting the Paperless Tracked FIATA BLs.
- 1.8. **“Disclosing Party”** means the Party providing Confidential Information to the other Party.
- 1.9. **“FIATA Services”** means the FIATA online services in respect of the Paperless Tracked FIATA BLs issuance to which access will be provided to the Vendor via Access Credentials supplied by FIATA.
- 1.10. **“FIATA Service Charges”** means fees charged by FIATA to the User for the services associated with the issuance of the Paperless Tracked FIATA BLs and FIATA Services.
- 1.11. **“FIATA Data Model”** means the data model provided by FIATA which contains the necessary components to generate the content of the Paperless Tracked FIATA BLs.
- 1.12. **“FIATA Digital Identity”** means individual identities stored and managed in a registry created by FIATA for its members, National Association members and any legal entity and/or individual using FIATA Services.
- 1.13. **“FIATA Documents”** means the freight forwarding documents developed by FIATA, a full list of which is available on the FIATA website, and which may include but are not limited to the FIATA Forwarders Certificate of Receipt (FCR), FIATA Multimodal Transport Bill of Lading (FBL), FIATA Warehouse Receipt (FWR), and FIATA Multimodal Transport Waybill (FWB).
- 1.14. **“Intellectual Property”** means patents, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, rights to goodwill and to sue for passing off and unfair competition, rights in designs, rights in computer software, database rights, rights in Confidential Information (including knowhow and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.
- 1.15. **“Receiving Party”** means the Party receiving Confidential Information from the other Party.
- 1.16. **“Sanctions”** means economic, trade, or financial sanctions, requirements or embargoes imposed, administered, or enforced from time to time by an inter-governmental body or governmental body responsible for the imposition of sanctions.

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- 1.17. **“Sanctioned Jurisdiction”** means (i) a country, region or territory (“Jurisdiction”) that is the subject of country-wide, region-wide or territory-wide Sanctions or (ii) such other Jurisdiction as FIATA may, from time to time in its sole discretion, reasonably determine could become a Sanctioned Jurisdiction (providing always that FIATA shall notify Vendors of such Jurisdiction becoming a Sanctioned Jurisdiction).
- 1.18. **“SLA”** means the Service Level Agreement as provided in Annex A.
- 1.19. **“Software”** means the Vendor’s digital platform offering services for freight forwarders;
- 1.20. **“Third Party Electronic Platforms”** means electronic platforms operated by parties other than FIATA.
- 1.21. **“User(s)”** means freight forwarders using the Software to issue Paperless Tracked FIATA BLs.

2. GRANT OF LICENCE

- 2.1. In accordance with the terms of this Agreement, FIATA hereby grants the Vendor a non-exclusive, non-transferrable and time-limited right to access the FIATA Services via the Access Credentials upon completion of the Onboarding Procedure and the execution of any requirements stated in the Agreement, for the purposes of distributing the Paperless Tracked FIATA BLs to Authenticated Users requesting such distribution.
- 2.2. In the event that the Vendor does not complete the Onboarding Procedure, all rights granted under this Agreement shall terminate in accordance with the termination provisions of this Agreement.
- 2.3. FIATA may in future expand the scope of the FIATA Services to include the digital distribution of other FIATA Documents, where deemed possible and appropriate. In such instance, the Parties may execute the additional rights in the form of an addendum to the present Agreement.

3. FEES

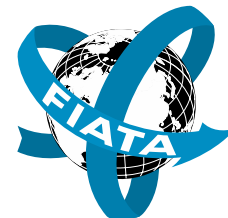
- 3.1. FIATA grants the rights contained in this Agreement free of charge on the basis of its commitment to make the Paperless Tracked FIATA BLs as accessible as possible to the global freight forwarding industry.
- 3.2. Users will be subject to FIATA Service Charges for the issuance of the Paperless Tracked FIATA BLs and FIATA Services, which will be payable to the account of FIATA. The FIATA

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Service Charges will be collected directly by FIATA from the User, unless otherwise agreed by the Parties in writing.

- 3.3. The Vendor may charge additional fees for services provided by the Vendor, such as the integration and connection of the Vendor to FIATA Services. The Vendor may not add to, nor duplicate, FIATA's Service Charges as set out under para. 3.2, and must clearly distinguish any charges related to such services accordingly and inform FIATA of the description of fees charged. FIATA reserves the right to review the description of fees charged in respect of Paperless Tracked FIATA BLs at any time.
- 3.4. Vendors must notify FIATA of any changes in the description of fees charged by the Vendor for services related to Paperless Tracked FIATA BLs at least thirty (30) days prior to their application.
- 3.5. FIATA reserves the right to review this policy at any time and shall provide the Vendor with thirty (30) days' notice of such changes.

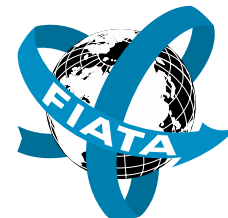
4. ONBOARDING PROCEDURE

- 4.1. The Vendor shall implement the connection to the FIATA Services in accordance with the instructions and Access Credentials provided by FIATA, prior to distributing the Paperless Tracked FIATA BLs to its Users. Confirmation that the Onboarding Procedure has been successfully completed shall be provided through the conclusion of this Agreement and the successful generation of the Paperless Tracked FIATA BLs following a request being made through the FIATA Services.
- 4.2. The Vendor represents and warrants that it shall under no circumstances distribute the Paperless Tracked FIATA BLs in any form in the absence of having successfully completed the Onboarding Procedure.

5. INTEGRATION AND DISTRIBUTION

- 5.1. The Software shall connect to the FIATA Services in order to issue the Paperless Tracked FIATA BLs whenever a request is submitted by a User to obtain any Paperless Tracked FIATA BLs document.
- 5.2. The Vendor may only access the FIATA Services through a delegation by one of the Vendor's Users, in conjunction with the Access Credentials. The Vendor shall be aware that only Users eligible according to criteria defined by FIATA shall be permitted to issue the Paperless Tracked FIATA BLs.

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6. DATA STANDARDS AND FORMAT

- 6.1. The Vendor agrees to adhere strictly to FIATA's data standards and requirements, which shall be provided in writing to the Vendor, for the purposes of maintaining the integrity and quality of FIATA transport documents.
- 6.2. In case of amendment of FIATA's data standards and requirements the Vendor shall have one hundred and eighty (180) days from the date of notification to implement these amendments. During the course of the one hundred and eighty (180) days period, both versions of FIATA's data standards and requirements will be supported.
- 6.3. The Vendor may only issue the Paperless Tracked FIATA BLs in the format indicated by FIATA, which shall include a unique identifier for the purposes of document tracking and verification. In no circumstances may the Vendor make any changes to the format or content of the Paperless Tracked FIATA BLs.
- 6.4. The Vendor understands that differing formats may be provided by FIATA depending on the profile of the company requesting to issue a document. Paperless Tracked FIATA BLs containing the FIATA logo and other FIATA marks will only be distributed to FIATA individual members and members of FIATA National Association members, fulfilling the requirements to issue FBLs as defined by FIATA. All other companies will receive non-branded Paperless Tracked FIATA BLs that do not bear the FIATA logo or other FIATA marks. FIATA shall at no point be liable for any consequences flowing from the issuance of non-branded Paperless Tracked FIATA BLs by companies that are not FIATA individual members, nor members of FIATA National Association members.
- 6.5. The Vendor shall ensure that all relevant updates are made to the Software in a timely manner in accordance with the latest version of the FIATA eFBL data standard. Latest versions shall be made available via a public platform and shall be communicated accordingly by FIATA.

7. DEVELOPMENT AND MAINTENANCE OF SYSTEMS

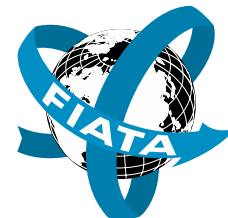
- 7.1. The Vendor shall be solely responsible for the development, adaptation and/or maintenance of any software, hardware or services necessary to facilitate distribution of the Paperless Tracked FIATA BLs, including integration with the FIATA Services, as well as all costs related to the general running of their systems. Such responsibility shall include any associated operational and/or financial aspects.
- 7.2. The Vendor shall be responsible for implementing all necessary and appropriate security measures and procedures to protect the intellectual property of FIATA, integrity of the Paperless Tracked FIATA BLs and the data submitted in respect of it, as well as to protect against unauthorised access to FIATA systems and information.

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8. TERM

8.1. This Agreement shall come into force upon the date of the last signature to this Agreement by the respective Parties.

8.2. This Agreement shall continue in force for one (1) year, with the possibility of automatic renewal at the end of the one (1) year period unless either Party gives written notice to the contrary at least ninety (90) days prior to the end of the current term.

9. SUSPENSION AND TERMINATION

9.1. FIATA reserves the right to, on reasonable grounds, suspend or terminate the Licence and any access or use related thereto immediately upon written notice, without penalty, where:

- a) the Vendor has committed a material breach of any of its obligations under the Agreement that cannot be remedied;
- b) the Vendor has committed a breach of any of its obligations under the Agreement that is capable of remedy and the Vendor fails to remedy such breach within ten (10) Business Days of a notice having been served on it by FIATA specifying the breach and requiring its rectification.
- c) FIATA is required to do so to comply with a binding order or mandatory instruction from a governmental agency, court or tribunal;
- d) the Vendor has persistently violated its obligations under this Agreement relating to data security and protection, or where the Vendor's activity can be otherwise reasonably considered to, potentially or actually, damage the integrity of the FIATA Documents and/or their digital equivalent;
- e) the Vendor uses, or knowingly allows use of, the Paperless Tracked FIATA BLs or the FIATA Services for actual or potentially criminal, fraudulent or illegal purposes;
- f) the continued provision of the FIATA Services to the Vendor could, in FIATA's reasonable opinion, expose FIATA to the risk of fines, Sanctions or other penalties levied by or other action taken by any Sanctions Authority or breach of any applicable law or regulation;
- g) material information provided by the Vendor to FIATA prior to entering into or during the term of this Agreement is misleading or untrue; or
- h) the Vendor fails to complete the Onboarding Procedure.

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9.2. The Vendor may terminate this Agreement without any further liability:

- a) upon giving thirty (30) days' notice in the event that it refuses to accept any update or modification to the FIATA Services or fee policy. In such event, the existing version of the Agreement shall continue to apply to the Vendor during such termination period. The Vendor is deemed to have accepted any of the above changes if it has not exercised its right to terminate the Agreement within thirty (30) days after receiving notification of the proposed changes; or
- b) immediately, in the event that FIATA commits a material breach of any of its obligations under this Agreement which cannot be remedied.

9.3. In the instance that either Party wishes to terminate this Agreement for any other reason other than those detailed above prior to the termination date provided herein, written notice by an authorised representative of that Party must be received by the other Party no later than ninety (90) calendar days prior to the desired termination date.

9.4. Upon termination of this Agreement:

- a) subject to any relevant notice period, the Vendor shall no longer have access to the FIATA Services at the end of the last day of such notice period;
- b) it is the Vendor's sole responsibility to complete any obligations to a User, noting the effective date of termination of the Vendor's access to the FIATA Services;
- c) the Vendor agrees to immediately cease all distribution of the Paperless Tracked FIATA BLs, except as otherwise agreed by express written agreement between both Parties;
- d) all provisions related to privacy and data protection, confidentiality, intellectual property, liability, dispute resolution, and any other rights and obligations which by their nature extend beyond the termination of this Agreement shall survive the termination of this Agreement, notwithstanding the cause of termination.

10. MODIFICATIONS

10.1. FIATA reserves the right, at its sole discretion, to modify, amend and improve the FIATA Services at any time upon thirty (30) days' notice to the Vendor. Such right shall include, but is not limited to, amendment of the data standards, verification criteria and/or process, the type of interconnectivity, the minimum technical requirements, and/or any other process relating to the Paperless Tracked FIATA BLs access and distribution.

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11. USE OF FIATA NAME AND LOGO

- 11.1. The Vendor shall be permitted to use the FIATA name during the Term of this Agreement solely for the purposes of communicating its distribution rights under the terms of this Agreement as authorised by FIATA.
- 11.2. Once the Vendor has completed the Onboarding Procedure, FIATA will provide the Vendor with a designated “in partnership with” FIATA logo for the purposes of communicating the Vendor’s distribution rights under the terms of this Agreement. The Vendor shall be permitted to use the designated logo on its website solely for such purposes.
- 11.3. Any external communications by the Parties pertaining to their cooperation shall be discussed and agreed between both Parties prior to external release.

12. REPRESENTATIONS AND WARRANTIES OF THE VENDOR

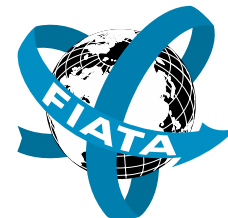
- 12.1. On each and every occasion that the Vendor accesses the FIATA Services, including whenever it distributes the Paperless Tracked FIATA BLs, it represents and warrants to FIATA that:
- a) to the best of its knowledge, it is in compliance with any mandatory laws, rules and requirements applicable to the Vendor in its jurisdiction of domicile and jurisdictions in which it carries on business;
 - b) it is not the subject of any Sanctions by any Sanctions Authority;
 - c) it has implemented and maintains sanctions policies and procedures.
- 12.2. The Vendor undertakes:
- a) that neither the Vendor, nor its subsidiaries, directors, officers or employees, shall use the FIATA Services nor the Paperless Tracked FIATA BLs for any activity or conduct which would violate any applicable anti-bribery, anti-corruption, anti-money laundering or sanctions laws, regulations or rules applicable to it;
 - b) to use the FIATA Services and Paperless Tracked FIATA BLs only in the manner stated in this Agreement and to only distribute the Paperless Tracked FIATA BLs to Authenticated Users;
 - c) to ensure that any User requesting use of the Paperless Tracked FIATA BLs is authenticated via the FIATA Services and has a verified Digital Identity;

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- d) to notify FIATA immediately of any breach of the Agreement;
- e) to have proper security procedures and controls in place to prevent any unauthorized access to the Paperless Tracked FIATA BLs and FIATA Services, and to immediately notify FIATA in the event it becomes aware of any security breach; and
- f) to use its best efforts to provide reasonable assistance, whether operational or technical or otherwise, for the proper and efficient completion and performance of its obligations under this Agreement.

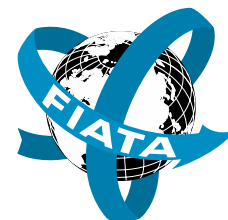
12.3. The Vendor expressly agrees to indemnify FIATA from and against all claims, damages, costs, expenses, and liabilities arising from the infringement of the Vendor's representations and warranties under this Agreement by its employees, agents, affiliates, or other persons acting its behalf.

13. INTELLECTUAL PROPERTY

13.1. The Vendor specifically acknowledges FIATA's exclusive Intellectual Property rights over FIATA Documents and their digital equivalents including data format specifications, schemas, and documentation. The Vendor agrees to distribute the Paperless Tracked FIATA BLs only in accordance with the terms and duration of this Agreement, except as otherwise expressly agreed in writing. In the event of infringement, FIATA reserves the right to take legal action to defend its intellectual property rights.

13.2. Any and all Intellectual Property rights in and to the Paperless Tracked FIATA BLs, the FIATA Services, and documentation or other materials developed or supplied in connection with them, including any associated processes or any derivative works, are and will remain the sole and exclusive property of FIATA or its licensors. No rights are granted by FIATA in respect of the Paperless Tracked FIATA BLs, nor the FIATA Services other than those expressly granted under this Agreement. The use of the FIATA Services by the Vendor, including the distribution of the Paperless Tracked FIATA BLs, shall not imply the transfer of assignment of any rights to the Vendor.

13.3. Unless expressly agreed in writing by authorised representatives of both Parties, neither Party shall claim any ownership interest in any intellectual property or other proprietary rights of the other Party that (i) pre-existed the performance by either Party under this Agreement, or (ii) that either Party may develop or acquire independently of the performance of this Agreement.



14. PRIVACY AND DATA PROTECTION

14.1. FIATA processes personal data collected:

- a) by FIATA relating to access to the FIATA Services for the purposes of verifying a User's eligibility to issue the Paperless Tracked FIATA BLs, and/or other purposes notified by FIATA from time to time;
- b) by the Vendor and supplied to FIATA as part of the Vendor's use of the FIATA Services.

14.2. In addition, FIATA processes and stores data provided for the purposes of issuing any Paperless Tracked FIATA BLs. Such data includes the data inputted into the Paperless Tracked FIATA BLs, User details, Vendor details, and FIATA Services call technical information (timestamp, IP address, etc)

14.3. FIATA shall comply with the Swiss Data Protection Act or any successor acts and other applicable data protection legislation.

14.4. The Vendor shall ensure compliance with applicable laws and regulations related to the processing of personal data.

14.5. The Parties undertake to keep the content of transaction specific data in strict confidence and to not disclose such transaction specific data to third parties.

14.6. The Parties shall ensure maintenance of appropriate safeguards to prevent unauthorised access to, use of, or disclosure of personally identifiable information.

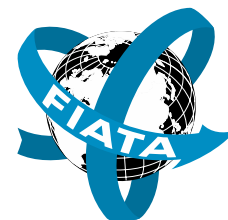
14.7. In the event of an unauthorised release of data, the Parties shall comply with all relevant notification requirements pursuant to the applicable laws and regulations. This shall include informing the other Party in a timely manner once such unauthorised release becomes apparent.

15. LIABILITY

15.1. The Vendor acknowledges that FIATA is a non-profit organisation granting the rights stated herein strictly for the purposes of making the Paperless Tracked FIATA BLs available for the benefit of the freight forwarding community. FIATA's role shall be to maintain and operate FIATA Services, and to ensure the integrity and relevance of the Paperless Tracked FIATA BLs is maintained.

15.2. FIATA shall make best efforts to respond to and resolve any issues related to the FIATA Services in accordance with the SLA. Nevertheless, FIATA shall not be liable nor makes

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any representation or warranty of any kind (whether express or implied by law), in respect of the timeliness, reliability, performance, compatibility or continued availability of its systems, or for delays, errors, omissions or interruptions therein.

- 15.3. Notwithstanding anything to the contrary in this Agreement, in no event shall FIATA be liable under or in connection with this Agreement to the Vendor or to any third parties for any loss of profits, loss of use, loss of data, loss of production, pure financial losses, loss of contract, claims from third parties or any indirect or consequential loss or damages, irrespective of whether such loss or damage could have been reasonably foreseen.

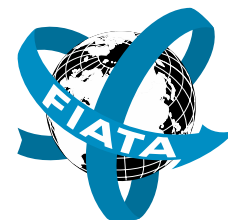
16. CONFIDENTIALITY

- 16.1. All Confidential Information provided by a Disclosing Party shall be used by the Receiving Party solely for the purposes of performing its obligations under this Agreement and shall not be disclosed to any third party without the prior consent of the Disclosing Party, unless and until such information becomes publicly available.
- 16.2. In the event of an authorised disclosure or loss of any Confidential Information by the Receiving Party, its employees, agents or affiliates, the Receiving Party shall promptly notify the Disclosing Party in writing and take all actions as may be necessary or reasonably requested by the Disclosing Party to minimise damage as a result of the disclosure or loss.
- 16.3. Upon termination of this Agreement the Receiving Party shall ensure that all documents and electronic records that include or reflect any Confidential Information are returned or destroyed as directed by the Disclosing Party.
- 16.4. The foregoing does not affect a Party's disclosure obligations with regard to its auditors, insurers, a regulatory authority in the lawful and appropriate exercise of its jurisdiction over a party, by judicial or administrative process, or otherwise by applicable law or regulation.

17. FORCE MAJEURE

- 17.1. In the event that FIATA shall be wholly or partially unable to fulfil its obligations under this Agreement by reason of causes beyond FIATA's control, including but not restricted to acts of god, acts, omissions, or regulations of any government or subdivision thereof, judicial action, fire, storm, accident, war, riot, epidemics, labour disputes (whether or not FIATA is a party to such dispute), strikes, general shortage of material, machine damage, power shortage, theft, malicious damage, information warfare or cybercrimes, then

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FIATA's performance of its obligations, in so far as it is affected by such cause, shall be excused during the period of the continuance of such circumstances.

18. ASSIGNMENT AND SUB-CONTRACTING

- 18.1. The right of the Vendor to access the FIATA Services and distribute the Paperless Tracked FIATA BLs is personal and may not be assigned, transferred, or otherwise disposed of in whole or in part without FIATA's prior written consent.
- 18.2. FIATA reserves the right to delegate or sub-contract the exercise of its rights or the performance of its obligations at its own discretion, provided always that FIATA shall be responsible and remain liable to the Vendor for the performance of obligations that have been delegated or sub-contracted.

19. NOTICES

- 19.1. All notices under this Agreement shall be made in writing by email to the authorised contact persons and will be considered as properly given and received upon completion of transmission.

20. DISPUTE RESOLUTION

- 20.1. Any dispute or claim, whether in respect of this Agreement or otherwise (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Switzerland, with the place of jurisdiction being Geneva, Switzerland.
- 20.2. The Parties agree that all disputes shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules and any arbitration shall be held in Geneva, Switzerland, in the English language.

21. MISCELLANEOUS

- 21.1. Both Parties shall, in the performance of this Contract, act in an independent capacity. Nothing in this Agreement shall be construed as creating a joint venture, employment, or agency relationship. Neither Party shall have the power to bind or obligate the other Party, nor shall it hold itself out as having such authority.

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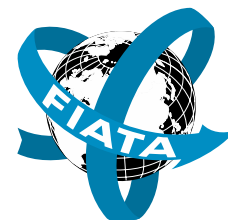
- 21.2. This Agreement comprises the complete understanding of the Parties in relation to the subject matter, and supersedes all agreements, correspondence and arrangements made between them as to such subject matter, whether written or oral.
- 21.3. This Agreement may only be amended in writing by mutual agreement. Such modification shall enter into force and have immediate effect upon the date of signature by the authorised representatives of both Parties.
- 21.4. The failure of FIATA to insist on the adherence to any term of this Agreement on any occasion shall not be considered as a waiver by FIATA, nor shall it deprive FIATA of the right to insist upon the strict adherence to that term or any other term of this Agreement at any other time.
- 21.5. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, such provision shall be enforced to the fullest extent permitted by applicable law, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

On behalf of FIATA

Name: Stephane Graber
 Title: Director General
 Date:
 Signature:

On behalf of the Vendor

Name:
 Title:
 Date:
 Signature:



Annex A: Service Level Agreement (“SLA”)

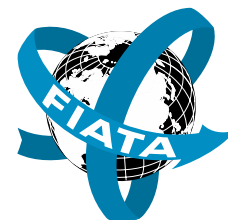
1. PURPOSE AND SCOPE

- 1.1. Upon acceptance of the terms of this Agreement and completion of the Onboarding Procedure, the Vendor shall be granted access to the FIATA Services for the purposes of distributing the Paperless Tracked FIATA BLs.
- 1.2. The purpose of this SLA is to define service levels and operational specifications that FIATA will provide to the Vendor.

2. SERVICE LEVELS

- 2.1. Subject to the terms of this Agreement, FIATA shall at all times maintain the FIATA Services using reasonable care and skill and shall:
 - a) maintain the FIATA Services to enable the Vendor to utilise the functionality of the services provided therein;
 - b) use reasonable endeavours to coordinate with Third Party Electronic Platforms that may cooperate with FIATA for the provision of relevant services; and
 - c) provide access to a contact person to assist in queries relating to the FIATA Services.
- 2.2. Maintenance coverage consists of:
 - a) the correction by FIATA of incidents identified by FIATA (preventive maintenance);
 - b) the correction by FIATA of incidents reported by the Vendor (corrective maintenance);
 - c) the analysis and evaluation by FIATA of any request for changes or for new functionality (evolutionary maintenance).
- 2.3. FIATA does not warrant that the FIATA Services will be bug-free nor that the services provided by the FIATA Services will operate in an uninterrupted manner or will inter-operate with a Third Party Electronic Platform, and the Vendor accepts that there will be occasions when the Platform and Platform Services are unavailable for maintenance.
- 2.4. FIATA takes no liability for the interoperability of the FIATA Services with any Third Party Electronic Platform, operational ability, accuracy, performance or functionality of any Third Party Electronic Platform and/or any users of such Third Party Electronic Platform or any transactions conducted through such Third Party Electronic Platforms, nor for any incidents caused by factors outside FIATA’s control.

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3. INCIDENT REPORTING

3.1. Incidents are to be categorised in the following manner for the purposes of incident reporting:

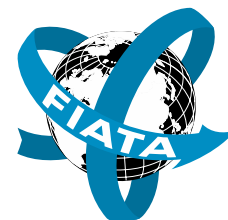
- a) Category 1 (Blocking Incident): Any potential discrepancy partially or completely preventing the use of the FIATA Services in such a way that their proper utilisation in daily business operations is not possible.
- b) Category 2 (Major Incident): Any potential discrepancy partially or completely preventing the use of the FIATA Services in such a manner that would generate considerable additional required work, in the scope of daily business operations, without however making it impossible to use the affected element(s) of the FIATA Services.
- c) Category 3 (Minor Incident): Any kind of discrepancy which does not materially affect the functionality, operation, maintainability or further development of the FIATA Services, i.e. whenever the expected operations can be continued or end-results achieved despite the incident's existence.

3.2. When choosing to report an incident, the Vendor must provide all reasonable details, including using screenshots where applicable, and use all reasonable endeavours to describe the severity of the incident according to the above categories.

3.3. Following receipt of an incident report from the Vendor, FIATA will use its best efforts to respond to the report within the time frames indicated below, either by way of resolution of the incident, or information describing the steps being taken by FIATA to resolve the incident, together with any required steps to be taken by the Vendor. FIATA reserves the right to reclassify the incident at any time as appropriate.

3.4. Where FIATA requires further information about an incident, the Vendor must promptly provide the requested information, unless it is not reasonably possible to do so. It is understood and agreed by the Vendor that if the Vendor chooses not to report the incident or does not provide the requested information, FIATA may not be able to solve the incident.

3.5. FIATA will use its best efforts to respond to and resolve any incident within the times indicated in the below table in order to ensure the continuous operation of the FIATA Services



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Category	Response time	Resolution time for a UAT (User Acceptance Test) environment (best effort basis)	Delivery time in production environment
Blocking	Eight (8) Business Hours	Two (2) Business Days	Patch delivery
Major	One (1) Business Day	Twenty (20) Business Days	On next potential monthly delivery time frame
Minor	Three (3) Business Days	Thirty (30) Business Days	Delivery based on bi-annual or annual delivery

4. MAINTENANCE AND UPGRADES

4.1. The FIATA Services may be upgraded and modified from time to time or may be subject to unplanned interruptions for maintenance. This may include, but is not limited to, amendment of the data standards, verification criteria and/or process, the type of interconnectivity, the minimum technical requirements, and/or any other process relating to the Paperless Tracked FIATA BLs access and distribution. FIATA will use its best endeavours to provide the Vendor with advance notice of such upgrades, maintenance and modifications (save where urgent maintenance is necessary). In such circumstances, the some or all of the services or materials provided under the FIATA Services may not be available.