



# EasyGo Toll Service Provider Agreement

for  
the adhesion of a Toll Service Provider to the  
Interoperable Electronic Fee Collection Systems

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## TOLL SERVICE PROVIDER AGREEMENT

Among the following party in its role as ‘**Toll Service Provider**’

*ASFINAG European Toll Service GmbH (ETS), hereinafter indicated in their role as ‘Toll Service Provider’, an Austrian limited liability company, a 100 % subsidiary of Autobahnen- und Schnellstraßen-Finanzierungs-Aktiengesellschaft (ASFINAG), with registered office in Vienna, Austria, with VAT Position/Fiscal Code no. FN 289963 t*

*The rights and obligations of this agreement concern ETS insofar as they are relevant for the EasyGo+ service. ASFINAG Maut Service GmbH (MSG) is entitled to fulfil the rights and obligations insofar as they are mandated by ETS.*

(This needs to be replaced for each TSP in the corresponding TSPA and thus be specific for the TSP - This version is only valid for ASFINAG European Toll Service GmbH as TSP)

hereinafter indicated as the “Toll Service Provider” or “TSP”

and the following Toll Chargers in their role as ‘**Toll Charger**’

The Norwegian toll road operators, hereinafter indicated in their role as ‘Toll Charger’, listed in Annex 4.2 in which the particulars of each toll road operator are found, represented by the National Public Roads Administration, entitled to sign the present agreement in the name of and on behalf of all the toll road operators listed in Annex 4.2 in virtue of the powers of attorney included in the said Annex

and

A/S Storebælt, hereinafter indicated in their role as ‘Toll Charger’, a Danish limited liability company, with registered office in Copenhagen, Denmark, registered within the Danish Companies’ Registry with VAT Position/Fiscal Code no. DK 10 63 49 70, entitled to supply transport services and toll collection services by the public authorisation in compliance with the law no. nr. 588 of 24. June 2005, Lov om Sund og Bælt Holding A/S

and

Transportstyrelsen, hereinafter indicated in their role as ‘Toll Charger’, the Swedish Transport Agency, with registered office in Norrköping, Sweden, with VAT Position/Fiscal Code no. SE202100-609901, entitled to charge tolls on the Swedish road network

and

Øresundsbro Konsortiet, hereinafter indicated in their role as ‘Toll Charger’, a bi-national legal entity established on the basis of the agreement between the Danish and Swedish governments dated March 1, 1991, with registered office in Copenhagen, Denmark and Malmö, Sweden respectively, with VAT Position/Fiscal Code no. DK 24 24 67 87 (Denmark) and no. SE946001-338701 (Sweden), entitled to supply transport services and toll collection services

and

Autobahnen- und Schnellstraßen-Finanzierungs-Aktiengesellschaft (ASFINAG), hereinafter indicated in their role as ‘Toll Charger’, an Austrian company limited by shares owned by the Republic of Austria with registered office in Vienna, Austria, with VAT Position/Fiscal Code no. ATU43143200, entitled to charge tolls on the Austrian road network in accordance with the terms of the ASFINAG act (Federal Gazette I No. 591/1982 as amended No. 82/2007)

The rights and obligations of this agreement only apply to ASFINAG insofar as they are relevant for the EasyGo+ service.

and

the Limited Parties, which have signed the adhesion agreement and are listed in Annex 4.4.

The rights and obligations of this agreement only apply to the Limited Parties insofar as they are relevant for the EasyGo Basic service.

hereinafter collectively indicated as the “Toll Chargers” and each of them, individually, as the “Toll Charger”.

## PREAMBLE

The EasyGo service, being the electronic fee collection interoperable system in the Nordic countries, has been in operation since 2007.

In 2009 the decision to extend the coverage of electronic fee collection to Austria was taken. It was decided that the extension of the coverage should be in line with the directive of the European Commission 2004/52/EC and the decision of the European Commission 2009/750/EC. This led to the decision to implement an extended service in addition to the existing EasyGo service named EasyGo+ service and renaming the existing service to EasyGo Basic.

The EasyGo Basic service covers the interoperable electronic fee collection for all vehicles with an OBE except those covered by the EasyGo+ service .

The EasyGo+ service covers the interoperable electronic fee collection only for vehicles above 3.5 tons maximum allowable weight with a personalised OBE.

It is essential for the implementation and the performance of the EFC Interoperable System that certain entities being providers of transport related services or independent financial companies undertake the duty of issuing specific OnBoard Equipment (OBE) to be used by the Service Users to pay fees/tolls for services offered within the EFC Interoperable Systems and act as the main interface with the Service Users by managing the relationships with them arising from, and connected to, the EFC Interoperable Systems.

## NOW, THEREFORE

the Toll Service Provider and the Toll Chargers agree on the following:

### Section 1 – Definitions

**1.1** In the present Toll Service Provider Agreement and its Annexes (as hereinafter defined, which are to be considered an integral part of this agreement), the following words and expressions beginning with a capital letter will have the meaning set forth below. (Further defined words and expressions appearing in the agreement or the Annexes will have the meaning set forth therein.)

Annexes: the Annexes listed in Annex 4.1 “Overview of annexes to contracts JVA and TSPA”

Common Service  
Definition: the main services to be supplied to the Service Users by the Toll Chargers in relation to the purpose and scope of the EFC Interoperable Systems, as well as the principles to be applied by the Toll Chargers in connection therewith for the EasyGo Basic service and the EasyGo+ service as detailed

herein and in the relevant Annexes to this agreement listed in Annex 4.1

**Common Technical Definition:**

the specifications and requirements on road-side and on-board equipment as well as on the architecture, hardware & software and means of communication for the management and exchange of the data elements used in the EFC Interoperable Systems as detailed in the relevant Annexes to this agreement listed in Annex 4.1.

**EFC Interoperable Systems:**

the systems to be implemented by the Toll Chargers giving the Service Users the benefit of using an OBE provided by a Toll Service Provider thereof for obtaining access to transport related services supplied by Toll Chargers within the EasyGo Basic service and the EasyGo+ service

**Joint Venture Agreement:**

the Joint Venture Agreement executed by the Toll Chargers

**Local Network:**

the toll road network, ferry line services, parking services or other transport related services being part of the EFC Interoperable Systems and directly or indirectly managed by one of the Toll Chargers where the OBEs are accepted (i.e. toll domain)

**Network of the EasyGo Basic service:**

the whole of Local Networks (including any possible future changes) operated by any Toll Charger supporting the EasyGo Basic service

**Network of the EasyGo+ service:**

the whole of Local Networks (including any possible future changes) operated by any Toll Charger supporting the EasyGo+ service

**Service Recipient**

an external party (external toll charger) that a Party enters into a commercial agreement with regarding the use of the EasyGo hub and the services related hereto. See Section 16.

**Service User**

the person and/or the entity having a Service User Agreement with a Toll Service Provider for the purpose of

using the transport related services provided by a Toll Charger

Service User Agreement: an agreement detailing the contractual relationship between the Toll Service Provider and the Service User

Toll Chargers: the group of actors being formed by the General Parties to the JVA and the Limited Parties listed in Annex 4.4

Toll Service Provider: the entity, which is responsible for the issuing of an OBE to be used by the Service Users within the EFC Interoperable Systems and which have been authorised to the issuing of such accepted OBE in virtue of a specific agreement executed by the Toll Chargers and each Toll Service Provider

## **Section 2 – Object of the Toll Service Provider Agreement**

**2.1** The Toll Chargers authorise the Toll Service Provider to issue towards the Service Users approved OBE, and the Toll Chargers undertake to accept the OBE issued by the Toll Service Provider, which shall be used by the Service Users for the declaration of the use of the transport related services offered throughout the Local Network directly or indirectly managed by each of the Toll Chargers and, in general, by the whole of the Network of the EasyGo Basic service and the Network of the EasyGo+ service.

**2.2** The Toll Service Provider and the Toll Chargers agree that, along with the acceptance of a new Toll Charger according to the terms and conditions of the Joint Venture Agreement, the new Toll Charger shall be requested and obliged to adhere to the terms and conditions of this agreement and the Toll Service Provider shall be obliged to accept the adhesion of the new Toll Charger to the Agreement. Once the new Toll Charger has adhered to this Toll Service Provider Agreement, it shall be subsequently amended.

**2.3** The Toll Service Provider and the Toll Chargers acknowledge the main purpose and scope of the EFC Interoperable Systems, as well as its objectives, its organisational model, the relevant common service's guidelines as explained herein and in the Annexes, which the Toll Service Provider and the Toll Chargers undertake to accomplish and achieve by carrying out any and all activities which they will be requested to carry out, pursuant to the terms and conditions of this agreement.

**2.4** It is recognized among the Toll Service Provider and the Toll Chargers that the ongoing process of developing a European EFC interoperable System within the framework of Directive EC 2004/52 and the Decision of the European Commission 2009/750/EC will cause adjustments to this agreement. The Toll Service Provider and the Toll Chargers will closely follow the development on the European level and be prepared

to negotiate in good faith necessary adjustments to this agreement for the purpose of complying with anticipated regulations in good time before they become effective.

**2.5** Each of the Toll Chargers represents and guarantees that it has full right to supply the transport related services and/or the toll collection service within the Local Network directly or indirectly managed by it, pursuant to the local legislation, regulations, statutory disciplines and rules and/or public authorisation or any other public measure (if any), and that it has the capability and all necessary powers to sign and execute the Toll Service Provider Agreement and to undertake the obligations provided herein. The signing and the execution of the Toll Service Provider Agreement have been duly authorised in accordance with the by-laws of the Toll Chargers (if applicable pursuant to the legal nature of the Toll Chargers) and/or in compliance with the local legislation, regulations, statutory disciplines and rules and/or public authorisation or any other public measure (if applicable to the Toll Chargers) and do not require any further consent, authorisation, approval or issuance of authorisations, concessions, licenses and/or any other measure by any private or public administration.

**2.6** The Toll Service Provider and each of the Toll Chargers represent and guarantee that the execution of the Toll Service Provider Agreement and the fulfilment of the obligations provided herein do not result to infringe:

- (a) any domestic legislation, regulation, statutory discipline and rule and/or any public authorisation or any other public measure entitling the Toll Chargers to supply the transport related services and/or the toll collection service within the Local Network (if any);
- (b) the respective company's by-laws (if applicable);
- (c) any contractual obligation and/or any decision, order or judicial or arbitrary proceeding issued toward the Toll Service Provider or the Toll Chargers.

### **Section 3 – Main obligations of the Toll Service Provider and the Toll Chargers**

**3.1** The Toll Chargers agree and undertake to implement, accomplish and achieve the EFC Interoperable Systems. The Toll Service Provider agrees and undertakes to implement, accomplish and achieve a technical system to connect to the EFC Interoperable Systems. For this purpose the Toll Service Provider and each Toll Charger will perform the services and make the investments related to its operations which are necessary to achieve the Common Service Definition as well as the Common Technical Definition defined in the relevant Annexes to this agreement listed in Annex 4.1.

**3.2** The Toll Service Provider and the Toll Chargers also acknowledge that the obligations undertaken pursuant to sub-section 3.1 include, but are not limited to, the following activities:

The Toll Service Provider shall



- (a) provide the Service Users with an OBE, duly certified as being compliant with the Equipment Technical Specification, that shall be installed in the vehicle of the Service User;
- (b) handle the initialisation of the OBE supplied to the Service User, provide the Service User with all necessary information on its functionality as well as guarantee the maintenance services of the OBE and all related technical support in favour of the Service User;
- (c) personalise all relevant information for determining the amount due in the EFC Interoperable System of the EasyGo+ service including at least license plate, nationality of the license plate, Euro emission category, number of axles of the tractor and type of contract (bus or truck). The Toll Service Provider shall be held responsible for the correctness of the information personalised into the OBE. The Toll Service Provider is obliged to provide all necessary proof documents and other relevant information to verify the personalisation of the OBE upon request of a Toll Charger.
- (d) in case of incorrect personalisation of information into the OBE reimburse the Toll Charger the sum of the difference of the calculated fee due minus the fee paid for all transactions since the time of wrong personalisation.
- (e) make the EFC Interoperable System for the EasyGo Basic service accessible to its customers holding certified OBEs or provide certified OBEs to them to the largest extent possible based on the opt-out principle with the effect that acceptance of the terms and conditions applicable to the EFC Interoperable System for the EasyGo Basic service as reflected in the minimum set of clauses appearing in Annex 3.1 will be deemed given unless the offered access is declined;
- (f) make the EFC Interoperable System for the EasyGo+ service accessible to its customers holding certified OBEs or provide certified OBEs to them to the largest extent possible based on the opt-in principle with the effect that acceptance of the terms and conditions applicable to the EFC Interoperable System for the EasyGo+ service as reflected in the minimum set of clauses appearing in Annex 3.1 has to be explicitly declared;
- (g) provide the Service User with all relevant information relating to the EFC Interoperable Systems as well as to all the Toll Chargers adhering to the Systems, their classification systems and the details of all toll stations where the OBE is accepted;
- (h) collect on behalf of the Toll Chargers the relevant fees/tolls due by the Service Users by using the OBE and subsequently refund the said amount to the Toll Chargers in charge of the relevant Local Network;
- (i) irrevocably guarantee the payment for all amounts due to the Toll Chargers;
- (j) directly manage any and all relationships with the Service Users, relating to the EFC Interoperable Systems, including the payment services, the debiting/invoicing procedures, the sending of periodical transit information statements (or causing that such statements are furnished) but excluding the handling of enforcement related claims from the Toll Charger to the Service User;

- (k) assist the Toll Charger in all enforcement related enquires by providing the relevant personal data of the Service User as described in Annex 3.1;
- (l) manage the black list / white list distribution process in strict compliance with the procedures provided for by the Annexes 2.1 and 2.3. The shift of risk for black listed OBE is defined in Annex 2.1;
- (m) put an entry regarding a vehicle or OBE on the black list within 96 hours if requested by the Toll Charger;
- (n) implement all security measures defined for the Toll Service Provider in the Annex 1.3 to achieve secure operational and functional EFC Interoperable Systems;
- (o) solely procure new OBE which are based on the EN 15509 EFC standard. Any OBE not conformant to EN 15509 may still be used until they are gradually phased out. A Toll Service Provider in EasyGo taking over the business of another Toll Service Provider in EasyGo may continue to use the OBEs from this Toll Service Provider as long as they use one of the three EFC applications AutoPASS, BroBizz or PISTA and are used solely for the EasyGo Basic service;
- (p) provide and maintain a website describing the offered EasyGo service. The website must as a minimum be available in English in addition to the local language of the TSP.

#### The Toll Chargers shall

- (a) accept the certified OBE issued by the Toll Service Provider in order to allow the Service User to travel in the Network for the EasyGo Basic service or the Network of the EasyGo+ service;
- (b) collect the transit data at the EFC lanes directly or indirectly managed by them and under their ultimate control within the Local Network and communicate such data to the Toll Service Provider in strict compliance with the procedures provided for by the relevant Annexes to this agreement listed in Annex 4.1;
- (c) manage the black list distribution process within the Local Network in strict compliance with the procedures provided for by the Annexes 2.1 and 2.3;

The shift of risk for black listed OBE is defined in Annex 2.1.

- (d) establish effective enforcement procedures on the tolling facilities located on the Local Network, which shall be under their respective exclusive control and liability;
- (e) adequate the respective Local Network and the relevant tolling infrastructure in order to render them compliant with the services as well as to render effective, operational and functional the EFC Interoperable Systems as detailed in the relevant Annexes to this agreement listed in Annex 4.1;
- (f) maintain and manage the Local Network and the relevant tolling infrastructure on the basis of an adequate level of efficiency that is able to guarantee the effectiveness, operability and functionality of the EFC Interoperable Systems;

- (g) implement all security measures defined for the Toll Charger in the Annex 1.3 to achieve secure operational and functional EFC Interoperable Systems;
- (h) provide and maintain a website describing the properties of the toll collection system and the local for toll collection. This includes at least the type of collection system, the prices for each toll segment and the description of signs. The website must as a minimum be available in English in addition to the local language of the Toll Charger.

**3.3** Without restricting the generality of sub-section 16.1, in the event that any of the services and/or of the activities detailed in the relevant Annexes to this agreement listed in Annex 4.1 should require a further specification under an operational, technical, functional and/or practical point of view, procedures will be developed for this purpose pursuant to the terms in the Joint Venture Agreement and the Toll Service Provider and the Toll Chargers agree to follow such procedures as applicable.

**3.4** The Toll Chargers agree that, with the aim of achieving the objective of this agreement, the Toll Service Provider is obliged to have in effect a Service User Agreement with each Service User which must be fully compliant with:

- (a) any European and domestic legislation, regulation, discipline, rules, order applicable to the case, and
- (b) the minimum set of clauses enclosed to this agreement as Annex 3.1.

Provided that the limitations indicated under (a) and (b) are observed by the Toll Service Provider, it is agreed among the Toll Chargers that the Toll Service Provider shall be entitled to freely establish the terms and conditions of such a Service User Agreement with the Service User.

**3.5** A Toll Service Provider, which is also registered as an EETS Provider under the rules in line with the directive of the European Commission 2004/52/EC and the decision of the European Commission 2009/750/EC or participates in the REETS project, is also obliged to comply with the local Toll Domain Statement (or an equivalent in Norway) of each Toll Charger. If a local Toll Domain Statement (or an equivalent in Norway) contradicts this agreement and its Annexes the local Toll Domain Statement of the Toll Charger shall prevail in respect of the contradicting provisions.

## **Section 4 – Communication**

**4.1** The Toll Service Provider and each of the Toll Chargers agree that the cooperation set forth herein shall be based on full transparency and openness in relation to the public. This agreement does not extend to any element of confidentiality (other than protection of personal data) and no information should be disclosed by one Party to another which is deemed confidential by the disclosing Party.

**4.2** The Toll Service Provider and each of the Toll Chargers represent and guarantee that the management of the black list / white list and of the collection, exchange and the electronic processing of data obtained in the exercise of this agreement shall be strictly limited to the management of those data necessary to achieve the purposes of the EFC

Interoperable Systems and to allow the validity checking of the OBE when the Service User passes through the EFC lanes. It is understood that under no circumstances such management shall violate any legislation, regulation, discipline, rule, public measure both at European and national level relating to protection of personal data.

**4.3** The Toll Service Provider is granted a non-transferable and non-exclusive right of using the EasyGo Trademark and any other intellectual property rights obtained by a Party on behalf of the joint venture. Any use of EasyGo intellectual property rights in any unusual manners shall be pre-authorised by the EasyGo Steering Committee.

Claims raised by or towards a Third Party in relation to infringement of Trademarks or other intellectual property rights, shall primarily be handled by the Party holding the intellectual right on behalf of the joint venture. The EasyGo Steering Committee shall agree on steps to be taken for resolution of potential disputes. The Toll Service Provider or other Toll Chargers shall assist to the degree deemed necessary by the EasyGo Steering Committee.

Any claims, damages and losses imposed on the joint venture in this respect caused by the Toll Service Provider shall be borne by the Toll Service Provider.

## **Section 5 – Calculation of amount due**

**5.1** It is agreed between the Toll Chargers that the amount due relating to a Local Network shall be calculated by the Toll Charger in charge of the Local Network by:

- (a) either measuring dynamically the required characteristics of each vehicle passing through an EFC lane, or
- (b) reading the required characteristics from the OBE during the EFC transaction in the EasyGo+ service as the vehicle passes through an EFC lane, or
- (c) reading the vehicle class from the HGV-list in the EasyGo Basic service, or
- (d) reading the required characteristics from the HGV list in degraded mode for the EasyGo Basic service and the EasyGo+ service.

Moreover, it is agreed between the Toll Service Provider and the Toll Chargers that the Toll Charger in charge of the Local Network shall be exclusively responsible for the definition of the amount due and carry all risks associated with the effective application of enforcement procedures on its own tolling facilities.

**5.2** Because of the fact that the OBE is not tied to a specific vehicle in the EasyGo Basic service applied in certain Local Networks, each OBE may not contain sufficient and reliable information for the calculation of the amount due. Each Toll Charger for the EasyGo Basic service is responsible for calculating the amount due according to sub-section 5.1 and each Toll Charger carries all risks associated with any deficiency with respect to its calculation methods and verification thereof.

**5.3** For the EasyGo+ service sufficient and reliable information for the calculation of the amount due is personalised into the OBE by the Toll Service Provider and the OBE is

exclusively tied to a specific vehicle. Each Toll Charger for the EasyGo+ service is responsible for calculating the amount due according to sub-section 5.1 and each Toll Charger carries all risks associated with any deficiency with respect to its calculation methods and verification thereof.

**5.4** For the purpose of facilitating the calculation of the amount due in relation to such Local Networks which do not have facilities for measuring dynamically the required characteristics of each vehicle or for degraded mode operation, where the OBE cannot be read, the Toll Service Provider shall maintain and provide a HGV list containing OBEs for the EasyGo Basic service to the Toll Chargers valid for vehicles with a weight of more than 3,5 tons and up to 3,5 tons, respectively. Any OBE not stated on this list shall be considered to be below 3.5 tons by the Toll Charger and handled accordingly. The Toll Service Provider shall maintain and provide a HGV list containing OBEs for the EasyGo+ service to the Toll Chargers valid for vehicles with a weight of more than 3.5 tons.

## **Section 6 – Debiting/invoicing and transfer of the amount due**

**6.1** For the purpose of facilitating VAT refund and compliance with the applicable VAT rules in the countries concerned, the issuance of invoices/periodical transit information shall comply with the following requirements:

- (a) Invoicing and charging of the amount due shall be made in the name and for the account of the Toll Charger in charge of the Local Network where the passage or toll transactions have been made; and
- (b) each invoice/specification submitted to the Service Users shall be clearly divided on the passages or aggregated toll transactions performed in each respective Local Network detailing the amount of VAT (if any) in each country so that the Service Users could obtain refund of VAT from the tax authorities if they fulfil the legal prerequisites and procedures established by the governing law.

**6.2** The Toll Charger shall transfer all relevant usage information to the Toll Service Provider regarding:

- an electronically or manually registered passage or toll transaction in a lane or an artificially constructed transaction (i.e. C1, C2 and C4 records as defined in Annex 2.3) not later than thirty (30) days from the time the passage or toll transaction took place,
- a video based transaction converted into an EasyGo transaction (i.e. C8 records in Annex 2.3) by the use of a white list not later than ninety (90) days from the time the passage took place,
- a video based transaction without a valid white list entry converted into an EasyGo transaction (i.e. C7 records in Annex 2.3) after a successful claim by an Service User because of the unnecessary use of enforcement measures or an external debt collector not later than one hundred eighty (180) days from the time the passage took place or

- a retroactive payment transaction (i.e. C7 records in Annex 2.3) not later than seven (7) days from the time the Service User performed the retroactive payment at the Toll Charger.

Any relevant information regarding a passage or toll transaction performed in a Local Network transferred to the Toll Service Provider after this time limit may either be rejected by the Toll Service Provider or is exempted from the payment guarantee according to sub-section 3.2 (i) if it is accepted by the Toll Service Provider.

**6.3** The Toll Service Provider will pay the Toll Charger all accepted amounts due on the 15<sup>th</sup> day of the month following the transmission of the transit data pursuant to the conditions stated in the relevant Annexes to this agreement listed in Annex 4.1 where the OBE was not invalidated at the time of passage pursuant to the procedure for distributing and handling black lists provided for by the Annexes 2.1 and 2.3.

**6.4** The Toll Service Provider is contingent upon continued compliance with the rules on payment security set forth in the Toll Domain Statement of each Toll Charger. Continued failure to comply with the requirements herein after having been granted a period of 14 days to cure the failure would constitute a material un-fulfilment giving the Toll Chargers the right to terminate this agreement pursuant to sub-section 14.1.

**6.5** The Toll Service Provider agrees to continued compliance with the VAT and invoicing regulations set forth in Annex 3.4. The Toll Service Provider and the Toll Chargers also acknowledge that the obligations undertaken in regard to VAT include the following:

The Toll Service Provider shall

- implement the VAT and invoicing regulations provided by the Toll Charger whenever a change is communicated to him in line with the timing required by the local legislation of the Toll Charger and bear all associated costs in connection with the implementation;
- generate invoices strictly following the VAT and invoicing regulations stated by the Toll Charger;
- provide the Toll Charger, upon request, with examples of the invoices generated for the Toll Charger's Local Network for verification of correct implementation;
- handle the reverse charge system correctly if required for a Local Network.

The Toll Charger shall

- define all VAT and invoicing regulations applicable to its Local Network;
- be responsible for monitoring any changes to local legislation regarding VAT and invoicing regulations for its Local Network and communicate such updates to the TSP in time to have it implemented.

The Toll Charger may periodically check the invoices generated by the TSP to verify that they are conformant to the VAT and invoicing regulations for its Local Network

## **Section 7 – Complaints and claims**

**7.1** The Toll Service Provider and the Toll Chargers recognise that Service User contacts shall to the largest extent possible be channelled to the Toll Service Provider if the Toll Service Provider has a Service User Agreement with the Service User. The personnel of the Toll Service Provider, who is in charge of Service User contacts, shall have sufficient knowledge of the EFC Interoperable Systems and each Local Network for the purpose of giving adequate and complete information on day-to-day matters.

**7.2** The Toll Service Provider and the Toll Chargers agree between themselves that there is no time-bar provision in excess of the governing law regarding any claim based on improper charge of fees/tolls between the Toll Charger and the Toll Service Provider.

**7.3** Among the minimum set of clauses in the Service User Agreement stated in Annex 3.1 there is a time-bar provision dependent on the governing law of the toll regime for claims by the Service Users. The Toll Service Provider and the Toll Chargers agree to apply this provision consistently in relation to Service Users.

**7.4** Any claim from a Service User shall be handled pursuant to the regulations and procedures defined in Annex 3.2. Any possible refund of a collected amount subject to the claim (in whole or in part) will be made upon final resolution of the claim by the Toll Charger unless the claim from a Service User does not change the amount due agreed between the Toll Charger and the TSP.

The Toll Service Provider shall provide assistance to the extent requested by the Toll Charger in the handling of a law suit raised by a Service User with the aim of finding a quick and fair resolution of the subject matter. In the event the Toll Charger is refusing the claim the Toll Charger shall bear all costs associated with the defense of the claim.

**7.5** The Toll Service Provider is carrying all risks associated with the collection of the amount due in all circumstances except for the following cases where the Toll Charger is carrying the risk for non-payment:

- (a) a claim for improper charge of an amount due has been submitted to the Toll Charger and the Toll Charger is not able to verify the passage or the accuracy of the charged amount; and
- (b) a passage with the use of an OBE which is stated on a black list / exception list actually distributed in compliance with the procedures provided for by the Annexes 2.1 and 2.3.

## **Section 8 – Representation and warranties**

**8.1** The Toll Service Provider represents and guarantees that it has full title, pursuant to the European and domestic legislation, regulations, statutory disciplines and rules and/or public authorisation or any other public measure (if any), to issue the OBE and to

carry out each of the activities to be performed according to the terms and conditions of this agreement, and that it has the capability and all necessary powers to sign and execute this agreement and to undertake the obligations provided herein. The signing and the execution of this agreement have been duly authorised in accordance with the by-laws of the Toll Service Provider and/or in compliance with local legislation, regulations, statutory disciplines and rules and/or public authorisation or any other public measure (if applicable to the Toll Service Provider) and do not require any further consent, authorisation, approval or issuance of authorisations, concessions, licenses and/or any other measure by any private or public administration.

**8.2** The Toll Service Provider represents and guarantees that it shall supply to the Service Users exclusively OBEs which have been tested according to Annex 2.6 and duly certified by the Toll Chargers or by specific certification bodies appointed by the Toll Chargers as being compliant with the relevant technical requirements.

**8.3** The Toll Service Provider represents that it will carry out any and all activities and adopt all measures that are necessary in order to correctly handle, among others, the EFC service, the collection service and the management of the black list / white list.

**8.4** The Toll Service Provider undertakes to keep each of the Toll Chargers harmless from any consequences, of any nature, deriving from the Service Users' insolvency.

## **Section 9 – Rights of the Toll Chargers**

**9.1** The Toll Service Provider acknowledges that this agreement and the EFC Interoperable Systems can under no circumstance be considered as able to affect the rights and the duties owned by each of the Toll Chargers in relation to the management, maintenance and supply of the transport related services and/or the toll collection service within the Local Network of their respective competence pursuant to the relevant domestic legislation, nor to affect the relevant public authorisation or other similar public measure granted to each Toll Charger in order to provide the above mentioned services.

**9.2** The Toll Service Provider also acknowledges that this agreement shall not affect, and shall not entitle the Toll Service Provider to claim to affect, the independence of each Toll Charger in carrying out the activities required of them by the relevant domestic legislation and/or by any public authorisation or other similar public measure granted to them (if any), including (but not limited to) the independence in

- (a) managing their Local Network;
- (b) establishing and collecting the amounts due for the transport related services provided to the Service Users;
- (c) establishing nominal tariffs, discounts, classification procedures and enforcement methods at local level according to the relevant local legislation, regulations, discipline or rules;
- (d) making changes to the Local Network.



## **Section 10 – Issuer fees**

**10.1** The Issuer fee to be paid by each Toll Charger to the Toll Service Provider for the services rendered by it pursuant to the terms and conditions of this agreement (hereinafter the “Issuer fee”) together with the terms of payment are described in Annex 3.6.

**10.2** It is expressly agreed among the Toll Service Provider and the Toll Chargers that, should one of the Toll Chargers fail to pay the Issuer fee to the Toll Service Provider, the Toll Service Provider shall not be entitled to claim a joint liability towards the other Toll Chargers and to request from any of them the payment, in whole or in part, of the Issuer fee not paid by the defaulting Toll Charger.

## **Section 11 – Duration**

**11.1** The Toll Service Provider and the Toll Chargers agree that this agreement is continuous and furthermore binding for the Toll Service Provider and the Toll Chargers for the first two years starting from the date of signing this agreement.

**11.2** After the binding period all Parties have the right to withdraw according to the provisions set forth in section 13

## **Section 12 – Cost sharing principles**

**12.1** The Toll Service Provider shall adapt its own systems at its own expense to comply with modifications described in the technical Annexes after their adoption by the ESC.

Other changes are subject to the principle that the requesting Toll Service Provider bears the costs of the changes for all affected actors (Toll Chargers and other Toll Service Providers) if not decided otherwise by the EasyGo Steering Committee.

**12.2** The Toll Chargers shall to adapt their own systems at their own expense to comply with modifications described in the technical Annexes after their adoption by the ESC.

Other changes are subject to the principle that the requesting party (Toll Charger) bears the costs of the changes for all affected actors (other Toll Chargers and Toll Service Providers) if not decided otherwise by the EasyGo Steering Committee.

## **Section 13 – Withdrawal and assignment**

**13.1** A Toll Service Provider shall be entitled to withdraw from this agreement by the end of a year if a previous written notice to the chairman of the EasyGo Steering Committee has been given no later than 30 June.

The chairman is obliged to inform all Toll Chargers about the withdrawal within 14 days.

**13.2** With the prior written consent of all Toll Chargers the Toll Service Provider may withdraw at the time agreed between them in exception from the time period described in sub-section 13.1.

The chairman is then obliged to inform all Parties about the withdrawal within 14 days.

**13.3** A Toll Service Provider who is ceasing its activities can withdraw with a written notice of six (6) months from the end of a month to the chairman of the EasyGo Steering Committee and is not subject to the initial two year binding period. Apart from this, the provisions of sub-sections 13.4 and 13.5 of this agreement will also apply to the ceasing of activities situation.

The chairman is obliged to inform all Parties about the withdrawal within 14 days.

**13.4** In the case of withdrawal by a Toll Service Provider it shall be effective towards all the Toll Chargers after the notice period stated under the sub-sections 13.1, 13.2 or 13.3 and all effects and consequences defined under sub-section 13.5 of such a withdrawal from this agreement shall be agreed upon and settled between the Toll Service Provider and the Toll Chargers before the end of the notice period.

The withdrawing Toll Service Provider has to bear all costs associated with this information to the other Toll Chargers.

Should there be any issues which have been impossible to settle at the time of withdrawal, these shall be handled loyally by the withdrawing Toll Service Provider in accordance with the terms and conditions of this agreement. This also applies to any unforeseeable unresolved issues and any foreseeable unresolved issues, such as the settlement of transactions made until the date of withdrawal.

**13.5** It is understood among the Toll Service Provider and the Toll Chargers that in case of a withdrawal from this agreement the following principals apply:

- (a) The withdrawing Toll Service Provider is not granted any compensation for any investments
- (b) The withdrawing Toll Service Provider has to observe all financial obligations of this agreement until the withdrawal becomes effective.
- (c) The withdrawing Toll Service Provider has to support any Toll Charger for twelve (12) months after its withdrawal with relevant information concerning its period of operation. For a Toll Service Provider ceasing its activities this time period can be shorter depending on the actual date of liquidation.
- (d) The withdrawing Toll Service Provider loses all rights to further use the EasyGo trademark and any other intellectual property rights as described in sub-section 4.3. Any use after the date of withdrawal is considered an infringement.
- (e) All other not previously defined financial, technical and operational effects and consequences of such a withdrawal from this agreement have to be agreed upon and settled between the Toll Service Provider and the Toll Chargers within the time period described in sub-section 13.1.

(f) The withdrawing Toll Service Provider has to give a written notice to its Service Users about the withdrawal and its effective date not less than three (3) months prior to the effective date. The withdrawing Toll Service Provider has to bear all costs associated with such information to the Service Users.

(g) The withdrawing Toll Service Provider has to support its Service Users for six (6) months after its withdrawal with relevant information concerning its period of operation. For a Toll Service Provider ceasing its activities this time period can be shorter depending on the actual date of liquidation.

**13.6** It is also agreed among the Toll Service Provider and the Toll Chargers that each of the Toll Chargers shall be entitled to withdraw from this agreement provided that the Toll Charger withdrew from the Joint Venture Agreement pursuant to the terms and conditions provided therein. In this case, the Toll Charger shall promptly give a previous written notice to the other Toll Chargers of the intention to withdraw from this agreement, also enclosing a copy of the notice of withdrawal from the Joint Venture Agreement. Subsequently, the withdrawal from this agreement shall be automatically effective upon the expiry of the notice period applicable pursuant to the terms in the Joint Venture Agreement.

**13.7** The Toll Service Provider and the Toll Chargers agree that the Toll Service Provider is not entitled to assign or transfer its rights and duties under this agreement to any third party, without the prior unanimous written consent of the General Parties to the Joint Venture Agreement and only if the third party fulfils all rights and obligations of this agreement.

**13.8** The Toll Service Provider and the Toll Chargers agree that each of the Toll Chargers shall be entitled to assign or transfer the whole of the rights (including credits) and the obligations under this agreement to a third party, provided that such a Toll Charger has assigned or transferred its participation in the Joint Venture Agreement to this third party pursuant to the terms and conditions provided therein.

It is understood among the Toll Service Provider and the Toll Chargers that, should such event and such conditions occur, the transfer/assignment of this agreement by any Toll Charger shall be automatically effective in favour of the assignee/transferee as soon as all the technical, administrative and operational activities, strictly connected to the adhesion of the assignee/transferee to the EFC Interoperable Systems, are fully accomplished and performed.

**13.9** In case of transfer or assignment of this agreement by the Toll Service Provider or one of the Toll Chargers, this agreement shall cease to be binding for the transferring/assigning Toll Service Provider or Toll Charger as soon as all financial, technical and operational effects and consequences thereof according to sub-section 13.1 are fulfilled.

## **Section 14 – Breach of this agreement and limitation of liability**

**14.1** The Toll Service Provider and the Toll Chargers agree that, in the event of material and relevant infringement or non-fulfilment by the Toll Service Provider or by the Toll Chargers of the obligations undertaken pursuant to the terms and conditions of this agreement, resulting to have:

- (a) affected the effectiveness, functionality and reliability of the EFC Interoperable Systems and/or its trustworthiness towards the Toll Service Providers, the Service Users, the Toll Chargers or any other third parties, or
- (b) caused damages to the Toll Service Provider or the Toll Chargers to this agreement or
- (c) caused a breach of the rules set forth in the local Toll Domain Statement of a Toll Charger by the Toll Service Provider.

The Toll Chargers may terminate this agreement with respect to the defaulting Toll Service Provider in which case this agreement shall be terminated for the Toll Service Provider and all the Toll Chargers.

The Toll Service Provider may terminate this agreement with respect to all Toll Chargers in which case this agreement shall be terminated for the Toll Service Provider and all the Toll Chargers.

**14.2** It is also understood among the Toll Service Provider and the Toll Chargers that the termination of this agreement, exercised pursuant to the precedent sub-section 14.1, shall not affect any further possible right to indemnification or any other remedy belonging to the Toll Service Provider or the Toll Chargers towards the defaulting Party.

**14.3** Other than the effect of the division of risks associated with the collection of the amounts due as explicitly stated herein, none of the Toll Chargers shall be held liable by the Toll Service Provider for indirect or consequential damages such as (but not limited to) loss of production, revenue or profit in connection with this agreement.

**14.4** In order to secure compliance with the quality standards, the Toll Service Provider and the Toll Chargers agree to the possibility to implement the use of damages for cases where one or several of the quality standards are not met by a Toll Service Provider or a Toll Charger. Implementation will happen through the Annex 3.7 after a decision by the EasyGo Steering Committee. The damages shall be stated in respect to their size, the circumstances under which they apply and other relevant terms in this context.

## **Section 15 – Breach of a local Toll Domain Statement and limitation of liability**

**15.1** A Toll Charger may terminate the application of this agreement to its Local Network with respect to the defaulting Toll Service Provider according to the rules set forth in the local Toll Domain Statement of the Toll Charger.

The application of this agreement to the Local Networks of other Toll Chargers remains unaffected in such a case.

**15.2** The decision of a Toll Charger to terminate the application of this agreement to its Local Network does not limit the right of the Toll Chargers to terminate this agreement with respect to the Toll Service Provider according to section 14.

**15.3** It is also understood that the termination of the application of this agreement to the Local Network of a Toll Charger, exercised pursuant to sub-section 15.1, shall not affect any further possible right to indemnification or any other remedy belonging to the Toll Charger towards the defaulting Toll Service Provider.

**15.4** Other than the effect of the division of risks associated with the collection of the amounts due as explicitly stated herein, none of the Toll Chargers shall be held liable by the Toll Service Provider for indirect or consequential damages such as (but not limited to) loss of production, revenue or profit in connection with this agreement.

## **Section 16 – EasyGo Requirements regarding the Service Recipient's use of the EasyGo hub and the services related thereto**

**16.1** In case a Toll Service Provider enters into a commercial agreement with an external toll charger (hereinafter a "Service Recipient") regarding the use of the EasyGo hub and the services related thereto (hereinafter the "EasyGo hub Services"), the Toll Service Provider will ensure that, regarding the use of the EasyGo hub Services, the Service Recipient is contractually bound to the minimum requirements set out in Annex 1.5 and any amendments hereof.

**16.2** In the event that the use of the EasyGo hub Services by the Service Recipient is not compliant with this clause 16 and/or Annex 1.5, the Service Recipient's access to the EasyGo hub Services may be suspended. Depending on the criticality of the triggering event two different suspension procedures do apply:

a) High technical criticality

The Appointed Party is entitled to suspend, with immediate effect, the Service Recipient's access to the EasyGo hub Services only in those cases where the immediate suspension is, from a qualified IT-security point of view, the most appropriate means to prevent financial losses for the General Parties and to guarantee an on-going correct and proper working of the EasyGo hub Services; in particular denial-of-service attacks, virus-infected files, manipulated data.

b) Other (less critical) cases

In other (less critical) cases the Appointed Party is not entitled to suspend the Service Recipient's access to the EasyGo hub Service, but the EasyGo Steering Committee is entitled to do so.

It is understood that in both cases a suspension of the Service Recipient's access to the EasyGo hub Services is in principle of temporary nature and limited until the problem is solved.

**16.3** In its agreements with Service Recipients, entered into after 1 July 2016, the Toll Service Provider shall ensure that the Service Recipients will not be entitled to raise any

claim against the Appointed Party and consequently waive such right under the agreement. As between the Toll Service Providers and the Toll Chargers under this Agreement, any recourse claim based on claims from Service Recipients against the Toll Service Provider shall be limited in accordance with the requirements set out in the IT-Services Agreement applicable from time to time between the Appointed Party and the EasyGo Toll Chargers.

## **Section 17 – Data Protection Requirements**

**17.1** Under this Toll Service Provider Agreement and for the purposes of Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on processing of personal data (the "Directive") and any applicable national regulations implementing the Directive, the Toll Service Provider and the Toll Chargers will both be acting as data controllers of any and all personal data to be processed under this Agreement.

**17.2** The Parties shall process personal data only in accordance with applicable data protection law.

**17.3** The provision of certain data processing services provided by the Appointed Party, cf. clause 16.2 above, shall be governed by the Personal Data Processing Terms attached as Annex 0.5.

## **Section 18 – General provisions**

**18.1** Any amendment to this agreement shall be validly taken, binding and effective towards the Toll Service Provider and all the Toll Chargers thereto, provided that such amendment is agreed upon with the unanimous consent of the Toll Service Provider and each of the General Parties to the Joint Venture Agreement, resulting from a written document duly signed and authorised by each of them.

Any amendment to the Annexes to this agreement shall be validly taken, binding and effective towards the Toll Service Provider and all the Toll Chargers after a decision by the EasyGo Steering Committee.

**18.2** This agreement shall not supersede and shall not affect the validity of any EFC interoperability agreements signed by the Toll Service Provider or the Toll Chargers or any of them.

**18.3** Any communication requested or permitted under this agreement shall be made in writing by means of a return receipt registered letter, hand delivered letter, or telefax (receipt acknowledged) and shall be addressed:

(a) if to A/S Storebælt to

A/S Storebælt

Vester Søgade 10

1601 København V

**(b)** if to anyone or all of the Norwegian toll road operators listed in Annex 4.2 to

Statens vegvesen Vegdirektoratet

Postboks 8142 dep

0033 Oslo

**(c)** if to Transportstyrelsen to

Transportstyrelsen

701 88 Örebro

**(d)** if to Øresundsbro Konsortiet to

Øresundsbro Konsortiet

Vester Søgade 10

1601 København V

**(e)** if to ASFINAG to

ASFINAG Maut Service GmbH

Am Europlatz 1

1120 Wien

**(f)** if to [Name of TSP] to

[Name of TSP]

[Address of TSP]

[Postal code and town of TSP]

or at such other address which the Toll Service Provider or any of the Toll Chargers may notify to the others after the date of this agreement in compliance with the aforesaid provisions. It is being understood that the Toll Service Provider and the Toll Chargers elect their domicile for all the purposes relating to this agreement, including the service of judicial and arbitration notices, at the above mentioned addresses or at the different addresses which may be notified in the future.

**18.4** The Annexes are an essential part of this agreement and represent the integral will of all the understandings reached by the Toll Service Provider and the Toll Chargers in

respect of the object of this agreement. In the event of any inconsistency between the terms of this agreement and any provision appearing in the Annexes the terms of this agreement shall prevail.

An overview of all Annexes is given in Annex 4.1 “Overview of Annexes to JVA and TSPA”

**18.5** The tolerance, if any, by the Toll Service Provider or any of the Toll Chargers of behaviours of the Toll Service Provider or the Toll Chargers which result to be in breach of the provisions contained in the present agreement, does not constitute waiver to the rights under the breached provisions nor to the right to claim the exact performance of all terms and conditions set forth herein.

**18.6** The headings of each section have been set forth for the sole purpose of facilitating the reading of this agreement and, therefore, they shall not be taken in any consideration for the purposes of interpreting the same.

**18.7** If any provision of this agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, the present agreement shall continue to be valid as to the remaining unaffected provisions.

## **Section 19 – Governing Law**

This agreement shall be construed in accordance with and shall be governed by the laws of Sweden.

## **Section 20 – Disputes**

**20.1** Any controversy which may arise between the Toll Service Provider and one or more Toll Chargers relating to the interpretation, validity, enforceability, performance or termination of this agreement (including, without limitation, any and all of the obligations provided herein) shall be submitted to arbitration pursuant to the rules of the Stockholm Chamber of Commerce. The arbitration proceedings shall be held in English and shall take place in Stockholm, Sweden.

**20.2** Before entering into the procedure indicated in the precedent sub-section 18.1, each Toll Service Provider or Toll Chargers undertakes to give prompt notice to the Toll Service Provider or Toll Chargers of the claim, dispute or other matter in question arising out of, or relating to, this agreement or a breach thereof and within thirty (30) calendar days following such notice, to conduct with the Toll Service Provider or all the Toll Chargers involved in the matter good faith negotiations with the aim of jointly and mutually settling the matter in ways that are reasonably satisfactory for the Toll Service Provider and all the Toll Chargers involved.

\* \* \*



Name of TSP  
in the role as a Toll Service Provider)

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Name of person authorised to sign  
in the role of TSP

---

Name in capital letters

---

Place and Date

---

and

For  
**The Norwegian Public Roads  
Administration**

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Name in capital letters

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Place and Date

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For  
**A/S Storebælt**

---

Name in capital letters

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Place and Date

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For  
**Transportstyrelsen**

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Name in capital letters

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Place and Date

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For  
**Øresundsbro Konsortiet I/S**

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Name in capital letters

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Place and Date

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For  
**ASFINAG Maut Service GmbH**  
On behalf of  
Autobahnen- und Schnellstraßen-  
Finanzierungs-Aktiengesellschaft  
(ASFINAG),

Name in capital letters

Place and Date

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The Toll Service Provider Agreement is legally binding after the last Party has signed it.

Internet  
www.easygo.com