



Toll Service Provider - Requirements to a Service Recipient regarding the use of the EasyGo hub Services

Annex 1.5 to Joint Venture Agreement

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Document Revision History

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2.0	2016.08.18	PEJ	Document updated according to the decisions on the EasyGo Steering Committee meeting 1604 of 12 May 2016

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1 Introduction

We refer to the EasyGo Joint Venture in respect of the creation of the electronic fee collection interoperable systems (the "EFC Interoperable Systems") between the Toll Chargers referred to in the Toll Service Provider Agreement (the "General Parties").

In order to act as a Service Recipient with a Toll Service Provider using the EFC Interoperable Systems, the Service Recipient has to use the services from the EasyGo hub which collects, validates, distributes and/or merges files and forwards the information to the correct recipient(s). As such processing of information via the EasyGo hub is operated by the General Parties, the Toll Service Provider entering into a commercial agreement with the Service Recipient guarantees that the Service Recipient adhere to the technical minimum requirements of the EasyGo hub set out by the General Parties in order to use the EasyGo hub services provided by the General Parties (the "EasyGo hub Services") and listed under point 3.

2 Approval and notice of a new commercial agreement

The EasyGo Steering Committee shall approve each new Service Recipient before the Toll Service Provider enters into a final agreement with the new Service Recipient regarding the use of the EasyGo hub Services.

The Toll Service Provider shall without undue delay and within 5 working days inform the General Parties of having entered into a commercial agreement with an approved Service Recipient regarding the use of the EasyGo hub Services.

3 Adherence to the technical minimum requirements set out by the General Parties

The Toll Service Provider shall at any time impose the requirements set out in the following annexes (the "Annexes") on the Service Recipients:

- 201: Requirements for central systems and EasyGo hub
- 203: Technical requirements data formats and interface specifications
- 205: Key distribution
- 206: EasyGo test strategy
- 207: Interface test specification. Central systems – EasyGo hub
- 208: Requirements for VPN access to the EasyGo hub

4 Changes and amendments to the Annexes

Changes and amendments to this Annex and the Annexes listed above shall be binding and effective towards the Service Recipient immediately when such changes or amendments have been notified to the Service Recipient.

5 Fee

The Toll Service Provider shall pay a non-refundable affiliation fee of EUR 3,000 to the Toll Chargers in consideration of establishment of the Service Recipient's access to use the EasyGo hub Services provided by the Toll Chargers.

The payment is due 15 days after the Service Recipient's signing of a commercial agreement with the Toll Service Provider regarding the use of the EasyGo hub Services.

Furthermore, the Toll Service Provider for the Service Recipient's use of the EasyGo hub Services shall pay a fee per transaction (the "Processing Fee") based on the share of transaction lines sent in the TIF files in accordance with the procedure set out in Annex 2.3, section 2.8.3 (reference is made to the definition of " Number of transactions ").

The Processing Fee shall be based on the budget of the Toll Chargers and notified to the Toll Service Provider no later than 15 December in the year before the calendar year in which the EasyGo hub Services are to be provided to the Service Recipients.

The payment of the Processing Fee falls due once each quarter and such Transaction Fee shall be payable no later than 15 days after invoice has been submitted always provided that upon termination the payment shall fall due 15 days after the written notice of termination has been submitted.

After each calendar year a reconciliation of the Processing Fee is made based on the actual number of transactions and costs incurred by the Toll Chargers of operating the EasyGo hub and the Toll Service Provider will then be either credited or debited the difference between the amount actually paid and the amount reconciled.

6 Use of EasyGo trademark

The Service Recipient shall not be entitled to use the EasyGo trademark and any other intellectual property rights of EasyGo or the General Parties without the prior written consent of the General Parties.

7 Waiver of action and liability

The Service Recipients will not be entitled to raise any claim against the provider of the EasyGo hub Services and consequently waive such right under the commercial agreement. As between the Toll Service Provider and the Toll Chargers, any recourse claim based on claims from Service Recipients against a 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 provider of the EasyGo hub Services and the EasyGo Toll Chargers.

8 Suspension of Services

In the event that the use of the EasyGo hub Services by the Service Recipient is not compliant with this 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 provider of the EasyGo hub Services 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 provider of the EasyGo hub Services 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.