

Version: 21.12.2018

The Toll Service Provider Agreement

Between

[*the AutoPASS Service Provider*]

(hereinafter “*the AutoPASS Service Provider*”)

And

[*the Toll Charger*]

(hereinafter “*the Toll Charger*”)

## Table of Contents

<b>1. Introductory Provisions.....</b>	<b>5</b>
1.1 Purpose .....	5
1.2 Relationship to the Toll service provider Regulation.....	5
1.3 Conclusion of the Toll Service Provider Agreement.....	5
1.4 Domain Statement for AutoPASS Samvirke .....	5
<b>2. Definitions.....</b>	<b>5</b>
<b>3. Establishment .....</b>	<b>6</b>
3.1 Plan for Establishment .....	6
3.2 Commencement .....	6
<b>4. The Parties' Joint Obligations.....</b>	<b>6</b>
4.1 Collection of Tolls and Ferry Payments .....	6
4.2 Compliance with Technical Requirements and Solutions.....	6
4.3 Security.....	6
4.4 Testing of Technical Equipment .....	7
4.5 Routines for Preventing and Managing Errors and Preventing Abuse .....	7
4.6 Obligations to Give Information and Notification.....	7
4.7 Confidentiality.....	7
<b>5. The Toll Charger's Rights and Obligations .....</b>	<b>8</b>
5.1 The Obligation to Accept Use of Equipment and Systems That Meet the applicable Specifications.....	8
5.2 Transfer of Toll Transactions to the AutoPASS Service Provider.....	8
5.3 White List .....	8
5.4 Collection of Payment in Case of Non-Assignment to the AutoPASS Service Provider .....	8
5.5 Special provisions for Local Agreements.....	8
5.6 Pricing and Exemptions.....	8
5.7 Establishment and Commencement .....	8
<b>6. AutoPASS Service Provider's Rights and Obligations.....</b>	<b>8</b>
6.1 The AutoPASS Service Provider's Payment Obligation and Right to Collect Tolls and Ferry Payments.....	8
6.2 User Agreement .....	9
6.3 Notification to User.....	9
6.4 Whitelist and Vehicle Classification Parameters.....	9
6.5 AutoPASS Service Provider's Obligation to Make Available Accurate Information on the User's Vehicle Classification Parameters.....	9
6.6 AutoPASS Service Provider's Obligation to Provide A Financial Guarantee and the Specification of These Guarantees .....	9
6.7 AutoPASS Service Provider's Responsibility Related to Sales Documentation .....	9
6.8 Establishment and Commencement .....	9
<b>7. Remuneration and Settlement.....</b>	<b>10</b>
7.1 Settlement.....	10
7.2 Remuneration .....	10
<b>8. Customer Support and Complaint Processing .....</b>	<b>10</b>
8.1 Customer Support .....	10
8.2 Level 2 Customer Support .....	10
8.3 Responsibility for Customer and Complaint Processing.....	11

<b>9. Collaboration and Organisation .....</b>	<b>11</b>
9.1 Contact.....	11
9.2 Meetings .....	11
<b>10. Breach of Contract and Damages .....</b>	<b>11</b>
10.1 What Is Deemed to Constitute Breach of Contract.....	11
10.2 Withheld Payment .....	11
10.3 Temporary Withholding of Toll Transactions in Case of Non-Settlement.....	11
10.4 Termination for Breach .....	11
10.5 Damages .....	12
10.6 Limitation of Damages.....	12
<b>11. Other Provisions.....</b>	<b>12</b>
11.1 Audits and Control .....	12
11.2 Updates to Agreed Services .....	12
11.3 Relationship to the Parties' Third Parties.....	13
11.4 Intellectual Property.....	13
<b>12. The Parties' Processing of Personal Data.....</b>	<b>13</b>
<b>13. Priority .....</b>	<b>13</b>
<b>14. Entry into Force, Transfer, Amendment and Termination .....</b>	<b>14</b>
14.1 Entry into Force .....	14
14.2 Transfer .....	14
14.3 Withdrawal of the AutoPASS Service Provider's Approval/Operational Approval.....	14
14.4 Deferred Period After the Withdrawal of Approval/Operational Approval .....	14
14.5 Amendments in the Toll Service Provider Agreement.....	14
14.6 Termination without Cause.....	15
<b>15. Dispute Resolution .....</b>	<b>15</b>
15.1 Governing Law .....	15
15.2 Negotiations.....	15
15.3 Mediation.....	15
15.4 Court Proceedings or Arbitration .....	15
<b>Attachments .....</b>	<b>15</b>
<b>Signatures.....</b>	<b>17</b>

## 1. Introductory Provisions

### 1.1 Purpose

The Toll Service Provider Agreement governs the execution and management of toll collection and ferry payment between the Toll Charger and the AutoPASS Service Provider. The Toll Service Provider Agreement also governs liabilities between the Toll Charger and the AutoPASS Service Provider.

### 1.2 Relationship to the Toll service provider Regulation

The Regulation on toll service provision for tolls and ferry tickets (the Toll service provider Regulation) entered into force 1.1.2019. The Toll Service Provider Agreement is standardised and stipulated by the Norwegian Public Roads Administration, cf. the Toll service provider Regulation section 5.

### 1.3 Conclusion of the Toll Service Provider Agreement

The AutoPASS Service Provider enters into this Toll Service Provider Agreement with each Toll Charger in the AutoPASS Samvirke. The Toll Service Provider Agreement governs the relationship between the individual Toll Charger and the AutoPASS Service Provider.

### 1.4 Domain Statement for AutoPASS Samvirke

The current technical and administrative requirements for both Toll Charger and AutoPASS Service Provider are governed by the Domain Statement for AutoPASS Samvirke, as determined by the Norwegian Public Roads Administration, cf. the Toll service provider Regulation section 30.

## 2. Definitions

- a) *AutoPASS Samvirke*: the network for electronic payment of
  - i) tolls on the public road network, and
  - ii) ferry tickets on public ferry services in Norway
- b) *AutoPASS Service Provider*: a company or other legal entity that concludes agreements with Toll Chargers and Users after approval in accordance with section 21 or operational approval in accordance with section 22 in order to offer services for payment of tolls and ferry transport via AutoPASS Samvirke
- c) *Toll Transaction*: the circulation of a vehicle subject to toll or ferry ticket, which a toll charger registers and assigns to a valid User Agreement
- d) *Toll Road Company*: a company that has concluded an agreement with the Ministry or the Norwegian Public Roads Administration concerning the collection of tolls, and that is included in AutoPASS Samvirke
- e) *User*: a physical person or legal entity that has a User Agreement with an AutoPASS Service Provider
- f) *User Agreement*: an agreement between an AutoPASS Service Provider and a User concerning the payment of tolls and ferry tickets in AutoPASS Samvirke
- g) *Ferry Operator*: a company or other legal entity that operates scheduled services in accordance with licence using vehicle-carrying vessels in connection with the public road network, cf. the Commercial Transport Act, section 7, and that is included in AutoPASS Samvirke by agreement with the Norwegian Public Roads Administration
- h) *Domain Statement for AutoPASS Samvirke*: publicly available collection of principles and requirements that apply to all Toll Chargers, cf. section 30 of the Toll service provider Regulation.

- i) *Toll Charger*: the generic term for Toll road companies, project companies and Ferry Operators that are included in AutoPASS Samvirke
- j) *Project Company*: daughter company of a Toll Road Company whose purpose is to organise a toll road project.
- k) *Whitelist*: list of vehicles that are affiliated with a User Agreement that is valid in AutoPASS Samvirke. The list contains information about vehicle class, registration number, etc. The term «HGV-file» is also used to describe the Whitelist.
- l) *Toll service provider Regulation*: Regulation of 14 December 2018 No. 1917 on Toll Service Provision for tolls and ferry tickets
- m) *Toll Service Provision*: services for the payment of tolls and ferry transport carried out by AutoPASS Service Providers via AutoPASS Samvirke, including conclusion and administration of User Agreements, provision of electronic on-board equipment and other services to Users in this context

### **3. Establishment**

#### **3.1 Plan for Establishment**

The AutoPASS Service Provider shall, in consultation with the Toll Charger, prepare a plan to enable the AutoPASS Service Provider to become operational, such that the AutoPASS Service Provider can carry out the collection of tolls and ferry payment for the Toll Charger. The plan shall describe the main activities, roles and responsibilities, as well as a progress plan with milestones. The plan shall be in accordance with the implementation strategy for establishment as stated in the Domain Statement for AutoPASS Samvirke. The plan and description of the establishment process shall be incorporated in this Toll Service Provider Agreement as Attachment A-01.

#### **3.2 Commencement**

The AutoPASS Service Provider is considered operational when the AutoPASS Service Provider can collect tolls from all Toll Chargers, and can commence normal commercial operations according to start date as determined by the Norwegian Public Roads Administration after conferring with the Parties.

The AutoPASS Service Provider shall, unless specifically agreed otherwise, be operational within six months from the conclusion of this Toll Service Provider Agreement. See also this Agreement section 6.8.

### **4. The Parties' Joint Obligations**

#### **4.1 Collection of Tolls and Ferry Payments**

The Parties shall ensure that the collection of tolls and ferry payments on the public road network in Norway can take place in a secure, user-friendly and efficient manner.

#### **4.2 Compliance with Technical Requirements and Solutions**

The Parties commit to have systems and equipment that comply with the technical requirements and solutions that apply to the services to be performed and delivered in accordance with this Toll Service Provider Agreement.

#### **4.3 Security**

The Parties must comply with generally accepted standards for information security in the areas relevant to the nature of the service.

Further requirements for the information security and documentation are set out in the Domain Statement for AutoPASS Samvirke.

#### **4.4 Testing of Technical Equipment**

The Toll Charger shall cooperate with the AutoPASS Service Provider to test the AutoPASS Service Provider's technical equipment, cf. also the Toll service provider Regulation section 10.

Before the Parties install and/or upgrade equipment and/or software that may affect the services, the Parties shall, without undue delay, carry out the necessary testing and correction. The Parties must be notified in writing before such testing takes place.

Further requirements for testing and test plans during the agreement period is stated in the Domain Statement for AutoPASS Samvirke.

#### **4.5 Routines for Preventing and Managing Errors and Preventing Abuse**

The Parties shall ensure that they have up-to-date routines and systems that are suitable to prevent errors in the Parties' services.

In order to ensure that any errors in any of the Parties' services are managed in the most appropriate manner, the Parties shall agree on the procedures to be followed for such events.

The Parties shall take such measures as are necessary to prevent abuse of the services.

Service levels and procedures are stated in the Domain Statement for AutoPASS Samvirke.

#### **4.6 Obligations to Give Information and Notification**

The Parties shall keep each other regularly informed of matters of importance for the implementation of the Parties' rights and obligations under the Toll Service Provider Agreement.

#### **4.7 Confidentiality**

Information that comes into the possession of the Parties in connection with the Toll Service Provider Agreement and the implementation of the Toll Service Provider Agreement shall be kept confidential and shall not be disclosed to any third party without the consent of the other party.

The Parties shall take all necessary precautions to prevent unauthorised persons from gaining access to, or knowledge of, confidential information.

The confidentiality obligation shall apply to the Parties' employees, subcontractors and other third parties who act on behalf of the parties in connection with the implementation of the Agreement. The Parties may only transmit confidential information to such subcontractors and third parties to the extent necessary for the implementation of the Toll Service Provider Agreement, and if they are subjected to a confidentiality obligation corresponding to that stipulated in this clause 4.7.

The confidentiality obligation shall continue to apply after the expiry of the Toll Service Provider Agreement.

Employees or others who resign from their positions with one of the parties shall be subjected to a confidentiality obligation following their resignation as well, as far as factors mentioned above are concerned. The confidentiality obligation shall lapse five (5) years after the Toll Service Provider Agreement comes to an end, unless otherwise is stipulated by law or regulations.

## **5. The Toll Charger's Rights and Obligations**

### **5.1 The Obligation to Accept Use of Equipment and Systems That Meet the applicable Specifications**

The Toll Charger shall accept that the AutoPASS Service Provider's equipment and systems can be used in the communication between the AutoPASS Service Provider and the Toll Charger when they meet the applicable specifications. The applicable specifications are stated in the Domain Statement for AutoPASS Samvirke.

### **5.2 Transfer of Toll Transactions to the AutoPASS Service Provider**

The Toll Charger shall register Toll Transaction data, and send this to the AutoPASS Service Provider in accordance with the applicable procedures and specifications stated in the Domain Statement for AutoPASS Samvirke.

### **5.3 White List**

The Toll Charger shall use the Whitelist in accordance with the procedures set out in the Domain Statement for AutoPASS Samvirke. The Whitelist shall also be used in connection to pricing and managing of exemptions, degraded mode of service, acc. section 12 of the Toll service provider Regulation, and for roadside signal light control.

### **5.4 Collection of Payment in Case of Non-Assignment to the AutoPASS Service Provider**

In the event of errors causing Toll Transactions not to be assigned to the AutoPASS Service Provider as intended, the Toll Charger may direct the claim directly towards the owner of the vehicle.

### **5.5 Special provisions for Local Agreements**

The Toll Charger shall collect payments for claims assigned to its local agreements. Local agreements refer to agreements between one or more Toll Chargers and road-users on payments and/or exemptions for the circulation of a vehicle in the Toll Chargers domain, cf. the Toll service provider Regulation section 9.

The AutoPASS Service Provider shall make its equipment available to allow the Toll Charger to identify local agreements.

### **5.6 Pricing and Exemptions**

The responsibility for correct pricing and management of exemptions lies with the Toll Charger based on information obtained from the list of valid User Agreements, locally obtained information and tariff schemes/ferry tariff regulations.

### **5.7 Establishment and Commencement**

The Toll Charger is responsible for establishing the AutoPASS Service Provider in their systems within a reasonable time, considering the technical complexity of the establishment and no later than six months from the date of conclusion of the Toll Service Provider Agreement, cf. also the Toll Service Provider Agreement section 3.2.

## **6. AutoPASS Service Provider's Rights and Obligations**

### **6.1 The AutoPASS Service Provider's Payment Obligation and Right to Collect Tolls and Ferry Payments**

The AutoPASS Service Provider has the right to collect payments from the User for all Toll Transactions documented by the Toll Charger.



The AutoPASS Service Provider is responsible for collecting tolls and ferry payments when the Toll Transaction data is received by the AutoPASS Service Provider.

The AutoPASS Service Provider shall pay the Toll Charger for all documented Toll Transactions made by Users with a valid User Agreement.

#### **6.2 User Agreement**

The terms and conditions that the AutoPASS Service Provider is required to include in the Toll Service Provider Agreement are set forth in section 15 of the Toll service provider Regulation.

#### **6.3 Notification to User**

The AutoPASS Service Provider is obliged to notify its Users at least 14 days before the Toll Service Provider Agreement is terminated, cf. the Toll service provider Regulation section 15.

#### **6.4 Whitelist and Vehicle Classification Parameters**

The AutoPASS Service Provider shall ensure correct update of the Whitelist according to the requirements of the Domain Statement for AutoPASS Samvirke. Further details on the principles of transfer of payment liability also follow these specifications.

The AutoPASS Service Provider is responsible for ensuring that their Users and the related information on vehicle classification parameters are correctly listed on the Whitelist, cf. section 6.5, also where the list contain errors that are caused by the User.

#### **6.5 AutoPASS Service Provider's Obligation to Make Available Accurate Information on the User's Vehicle Classification Parameters**

The AutoPASS Service Provider shall collect and provide the Toll Charger with the necessary information on the vehicle classification parameters such that the Toll Charger may determine the correct tariff, according to the specifications stated in the Domain Statement for AutoPASS Samvirke. The information must follow the technical formats according to the requirements set out in the Domain Statement for AutoPASS Samvirke at any time.

#### **6.6 AutoPASS Service Provider's Obligation to Provide A Financial Guarantee and the Specification of These Guarantees**

Insofar as the AutoPASS Service Provider handles Toll Transactions in relation to the Toll Charger, the AutoPASS Service Provider shall provide financial guarantee to the Toll Charger in accordance with section 8 of the Toll service provider Regulation. Further terms and conditions for the guarantee requirements can be found in the Domain Statement for AutoPASS Samvirke. Any documentation of guarantees can be found in Appendix B-01 of this Toll Service Provider Agreement.

#### **6.7 AutoPASS Service Provider's Responsibility Related to Sales Documentation**

The AutoPASS Service Provider shall issue sales documentation on behalf of the Toll Charger, in a suitable technical format agreed upon between the Parties. Sales documentation shall always be kept available for the Toll Charger, cf. the Toll service provider Regulation section 18.

#### **6.8 Establishment and Commencement**

If the AutoPASS Service Provider is not operational within six months and the delay is due to the circumstances of one or more Toll Chargers, the AutoPASS Service Provider may require mediation by the Norwegian Public Roads Administration, which is the conciliation body established by the Ministry of Transport, see section 34 of the Toll service provider Regulation.

## **7. Remuneration and Settlement**

### **7.1 Settlement**

The AutoPASS Service Provider performs post pay settlement of Toll Transactions with the Toll Charger. The Parties agree on the frequency and settlement date within specified limits stated in the Domain Statement for AutoPASS Samvirke. The AutoPASS Service Provider is entitled to the same settlement terms as any other AutoPASS Service Provider has towards the Toll Charger under a Toll Service Provider Agreement.

If the AutoPASS Service Provider on one or more occasions during the last 12 months has failed to make payment by the agreed, the Toll Charger may require more frequent settlement. The Toll Charger cannot demand settlement more frequently than weekly.

In case of non-payment by the AutoPASS Service Provider, the Toll Charger may claim interest on the late payment from settlement date in accordance with the settlement routine, and in accordance with the Act of 17 December 1976 relating to Interest on Overdue Payments, etc.

### **7.2 Remuneration**

The AutoPASS Service Provider is entitled to remuneration from the Toll Charger for Toll Transactions and a remuneration for the Toll Charger's use of the AutoPASS Service Provider equipment when identifying local agreements.

The AutoPASS Service Provider's right to remuneration and the remuneration rate follows from section 7 of the Toll service provider Regulation.

The AutoPASS Service Provider's right to compensation for local agreements is determined by the ministry, cf. the Toll service provider Regulation section 9. The rates applicable at any given time are stated in the Domain Statement for AutoPASS Samvirke.

The AutoPASS Service Provider may not require additional remuneration or cost coverage from the Toll Charger for services under this Toll Service Provider Agreement.

The AutoPASS Service Provider shall invoice the Toll Charger no later than the 10<sup>th</sup> each month, with a 14 day payment period.

In case of non-payment of any remuneration by the Toll Charger, the AutoPASS Service Provider may claim interest on the late payment from settlement date in accordance with the settlement routine, and in accordance with the Act of 17 December 1976 relating to Interest on Overdue Payments, etc.

## **8. Customer Support and Complaint Processing**

### **8.1 Customer Support**

The AutoPASS Service Provider provides first level customer support to the Users in accordance with the User Agreement.

### **8.2 Level 2 Customer Support**

The Toll Charger shall provide level 2 customer support for the purpose of giving the AutoPASS Service Provider necessary information for its level 1 customer support. The Toll Charger shall assist the AutoPASS Service Provider in obtaining the necessary information and documentation that the AutoPASS Service Provider does not possess, for the AutoPASS Service Provider to perform its

customer service. Other procedures and guidelines are specified in the Domain Statement for AutoPASS Samvirke.

### **8.3 Responsibility for Customer and Complaint Processing**

The Parties' joint obligations and procedures in connection with customer and complaint services are stipulated in the Domain Statement for AutoPASS Samvirke.

## **9. Collaboration and Organisation**

### **9.1 Contact**

The Parties' current contact persons are provided in Appendix C-01.

### **9.2 Meetings**

Meetings between the Parties shall take place when needed, including to secure the implementation of the Toll Service Provider Agreement. The Parties pay their own costs in relation to meetings.

## **10. Breach of Contract and Damages**

### **10.1 What Is Deemed to Constitute Breach of Contract**

There is a breach from one Party if that Party fails to fulfil its obligations under this Toll Service Provider Agreement, and this is not due to circumstances of the other Party or force majeure.

### **10.2 Withheld Payment**

In the event of a breach by the AutoPASS Service Provider, the Toll Charger may withhold the remuneration, although the amount withheld shall not be obviously higher than what is necessary to secure the Toll Charger's claims resulting from the breach.

The AutoPASS Service Provider has no right to withhold its payment to the Toll Charger.

### **10.3 Temporary Withholding of Toll Transactions in Case of Non-Settlement**

The Toll Charger may withhold Toll Transactions if the AutoPASS Service Provider does not fulfil its payment obligations. If the payment obligations are not fulfilled after withholding the Toll Transactions for 14 days, the Toll Charger may terminate the Toll Service Provider Agreement, cf. section 10.4 first paragraph letter b.

If the Toll Service Provider Agreement is terminated for breach, and the AutoPASS Service Provider is notified that the Toll Charger has withheld Toll Transactions, the AutoPASS Service Provider shall allow the Toll Charger to collect the withheld Toll Transactions through a different AutoPASS Service Provider so that the Users can be discounted in accordance with their User Agreement.

### **10.4 Termination for Breach**

Both Parties may in writing terminate the Toll Service Provider Agreement with no less than 14 days' notice if the other Party has materially breached its obligations under the Toll Service Provider Agreement. The following situations are examples of material breach of the Toll Service Provider Agreement:

- a) The Party who is in breach of the Agreement has not rectified the breach within thirty (30) days after the other party has notified the breach. The 30-day deadline does not apply if the breach is of such a nature that the Party will not be able to correct the breach.

- b) The AutoPASS Service Provider has failed to make payment by the agreed time, and settlement has not taken place within fourteen (14) days after the AutoPASS Service Provider has received notification of the payment default.
- c) The AutoPASS Service Provider does not fulfil the obligation to provide a financial guarantee according to section 6.6.

The Toll Charger may terminate the Toll Service Provider Agreement in writing with immediate effect if the AutoPASS Service Provider is subject to rescheduling proceedings, composition with creditors or bankruptcy, or if it is highly probable that the AutoPASS Service Provider is insolvent.

#### **10.5 Damages**

The deferred Party may claim damages in respect of any direct loss, including additional costs the deferred Party incurs due to substitute purchases, any loss caused by additional work and other direct costs in connection with delays or deficient deliveries, unless the other Party demonstrates that the Party did not cause the breach of contract or the reason for the breach of contract.

#### **10.6 Limitation of Damages**

No damages may be claimed in respect of indirect loss. Indirect loss includes, but is not limited to, lost earnings of any kind, lost savings, and claims from third parties, except for the liability for damages imposed on the deferred Party in connection to defect in title.

Overall damages per calendar year are limited to an amount corresponding to twice the annual remuneration between the Parties. The said limitations of damages shall not apply to Toll Chargers' direct loss due to the AutoPASS Service Provider's failure to settle for Toll Transactions.

The said limitations of damages shall not apply in case of gross negligence or wilful misconduct on the part of the Party or anyone for whom the Party is responsible.

### **11. Other Provisions**

#### **11.1 Audits and Control**

The Parties are entitled to request the Norwegian Public Roads Administration to perform audits and control of each Party to assess whether they meet the conditions of the Toll Service Provider Agreement. Such audits and control of the individual Party is not undertaken more often than once every six months unless documented circumstances that indicate significant errors or deviations are disclosed.

Audits shall be conducted with reasonable notice, and the individual Party shall facilitate the execution of the audit. The Norwegian Public Roads Administration is responsible for the costs relating to audits, unless discrepancies are detected. In case of discrepancy with the Toll Charger or the AutoPASS Service Provider, the Party shall cover a proportionate part of the costs of the audit.

#### **11.2 Updates to Agreed Services**

If the Toll Charger makes updates to the services covered by this Toll Service Provider Agreement, corresponding updates shall be made available to the AutoPASS Service Provider. The AutoPASS Service Provider shall cover its own costs related to such updates. The implementation of updates, including notification deadlines, is stated in the operating and maintenance routines included in the Domain Statement for AutoPASS Samvirke.

### 11.3 Relationship to the Parties' Third Parties

Each Party carries the risk and the responsibility to ensure that their performance and delivery under the Toll Service Provider Agreement does not infringe third party rights, including third party copyrights and other intellectual property rights, or otherwise entails third party claims.

### 11.4 Intellectual Property

This Toll Service Provider Agreement does not change the intellectual property rights (trademarks, logos, patents, etc.) that the Parties had prior to the Toll Service Provider Agreement, and which they retain during and after the Toll Service Provider Agreement. None of the Parties have the right to use trademarks, logos, names, characteristics, images or other intellectual property rights, etc. belonging to the other Party, without this Party's prior written consent. This also applies to use for advertising and publishing purposes, etc.

## 12. The Parties' Processing of Personal Data

The Parties are obliged to comply with the applicable privacy laws at any time.

Due to the mutual relationship between the AutoPASS Service Provider and the Toll Charger established by this Toll Service Provider Agreement, the Parties shall also enter into an agreement on the exchange of personal data according to the template as provided by the Domain Statement for AutoPASS Samvirke. The agreement on the exchange of personal data is to be incorporated as Appendix A-02 to this Toll Service Provider Agreement.

Each Party is the relevant data controller in relation to their respective activities, as stipulated in the Parties' obligations in chapters 5 and 6 above. The Parties are obliged to enter into data processing agreements with any external suppliers that process the personal data on behalf of the Party. The data processing agreements must be prepared and concluded by the Parties themselves. Recommended template for data processing agreements is found in the Domain Statement for AutoPASS Samvirke.

The AutoPASS Service Provider is the data controller regarding the personal information that is registered on the Users pursuant to the User Agreement.

The Toll Charger and the Norwegian Public Roads Administration are joint controllers regarding the information on Toll Transactions collected by road equipment (cameras, sensors, antennas etc. installed on or by the road).

## 13. Priority

In the event of conflict or inconsistencies between the provisions of the Toll Service Provider Agreement and the Attachments, the Toll Service Provider Agreement shall prevail over the Attachments, unless the context clearly indicates otherwise.

In the event of conflict or inconsistencies between the provisions of the Toll Service Provider Agreement and the Domain Statement, the Domain Statement shall prevail over the Toll Service Provider Agreement, unless the context clearly indicates otherwise.

## **14. Entry into Force, Transfer, Amendment and Termination**

### **14.1 Entry into Force**

The Toll Service Provider Agreement enters into force when the Toll Service Provider Agreement is signed by both Parties.

### **14.2 Transfer**

The Toll Charger has the right to assign its rights and obligations under this Toll Service Provider Agreement to another Toll Charger.

The AutoPASS Service Provider has the right to transfer its overall rights and obligations under the Toll Service Provider Agreement within a company group, provided that the group company meets the requirements for approval/operational approval, acc. section 21 or 22 of the Toll service provider Regulation, as well as the requirement for financial guarantee in accordance with chapter 6.6, cf. the Toll service provider Regulation section 8. A company group shall be defined as described in the Act of 13 June 1997 No. 44 relating to Limited Liability and the Act of 13 June 1997 No. 45 relating to Public Limited Liability Companies section 1-3. The AutoPASS Service Provider must maintain any existing guarantee until any new guarantee has been established by a new contracting party.

The AutoPASS Service Provider is not entitled to transfer its rights and obligations under the Toll Service Provider Agreement to third parties.

### **14.3 Withdrawal of the AutoPASS Service Provider's Approval/Operational Approval**

If the AutoPASS Service Provider gets its approval/operational approval withdrawn, cf. section 28 of the Toll service provider Regulation, the Toll Service Provider Agreement shall terminate within one month after the withdrawal of the approval/operational approval.

If the AutoPASS Service Provider gets its approval/operational approval withdrawn, and the AutoPASS Service Provider is unable to fulfil its obligations under the Toll Service Provider Agreement, the Toll Service Provider Agreement expires from the date on which the obligations can no longer be fulfilled.

### **14.4 Deferred Period After the Withdrawal of Approval/Operational Approval**

If an AutoPASS Service Provider gets its approval/operational approval withdrawn, cf. Section 28 of the Toll service provider Regulation, the AutoPASS Service Provider cannot enter into a new Toll Service Provider Agreement within 6 months after the expiration of the previous Toll Service Provider Agreement.

### **14.5 Amendments in the Toll Service Provider Agreement**

Amendments in the agreement are determined by the Norwegian Public Roads Administration after a prior consultation process. The consultation process shall normally entail that the Parties promote their comments to the Norwegian Public Roads Administration's amendment proposals within one month from when the Norwegian Public Roads Administration has sent the amendments to the parties for consultation. Amendments shall enter into force on the date on which the Norwegian Public Roads Administration decides, and no earlier than two months after the expiry of the notice period.

Minor amendments can be made by the Norwegian Public Roads Administration without consultation. Such amendments will enter into force 30 days after the Norwegian Public Roads Administration has notified the Parties of the amendments.

#### **14.6 Termination without Cause**

The Toll Charger cannot terminate the Toll Service Provider Agreement without cause.

The AutoPASS Service Provider can terminate the Toll Service Provider Agreement without cause with six months' notice.

### **15. Dispute Resolution**

#### **15.1 Governing Law**

The rights and obligations of the Parties pursuant to this Toll Service Provider Agreement shall their entirety be governed by Norwegian law.

#### **15.2 Negotiations**

Should a dispute arise between the Parties as to the interpretation or the legal effects of the Toll Service Provider Agreement, the Parties shall seek to resolve such dispute through negotiations.

If such negotiations do not succeed within ten (10) working days, each of the Parties may request that the dispute is to be submitted for mediation.

#### **15.3 Mediation**

If a dispute related to the Toll Service Provider Agreement has not been resolved by negotiations, the Parties may attempt to resolve the dispute through mediation by the conciliation body established by the Ministry of Transport and Communications.

#### **15.4 Court Proceedings or Arbitration**

If a dispute is not finally settled by negotiation or mediation, each of the Parties may request the dispute to be decided with final effect by the Norwegian courts.

The venue shall be Oslo District Court.

Alternatively, the Parties may agree that the dispute shall be settled with final effect through arbitration.

### **Attachments**

## A – General

Attachment number	Document	Version
Attachment A-01	Test plan	
Attachment A-02	Agreement on the exchange of personal data	

## B – Commercial Terms

Attachment number	Document	Version
Attachment B-01	Guarantee document	

## C – Administrative Conditions

Attachment number	Document	Version
Attachment C-01	Contact persons	



**Signatures**

[place], [date]

[the AutoPASS Service Provider]

[the Toll Charger]

---

Name:

Position:

---

Name:

Position: