CONTRACT GRANTING ACCESS TO TRAFFIC REGISTER INFORMATION
no. 16-00159/012

The Estonian Road Administration, registry code 70001490, seated at Pärnu mnt. 463a, Tallinn 10916, represented by Deputy Director General Meelis Telliskivi, pursuing his activities under the directive of 31.08.2015 of Deputy Director General no 0223 (hereinafter the „**Possessor**"),

and

Rinkodaros Projektai UAB (AV Automotive Research / AutoTyrimai), registry code 135446789 seated at Kestučio g. 61-1, Kaunas 44302, Lithuania, represented by Managing Director Robertas Cickevičius (hereinafter the „**User**"),

hereinafter for the purposes of the Contract the „**Party**" or collectively the „**Parties**",

based, among other things, on:
- the Traffic Act (hereinafter the **"TA"**), above all, Article § 184, subsection 12,
- Regulation of the Government of the Republic no. 75 of 16 June 2011, "Bylaws for Keeping the Traffic Register";
- Regulation of the Minister of Economic Affairs and Communications no. 46 of 21 June 2011, "Procedure for Granting Access to Electronic Data Kept in the Traffic Register",

have entered into this contract granting access to traffic register information (hereinafter the **"Contract"**) upon the following terms and conditions:

1. OBJECT OF THE CONTRACT

1.1. The object of the Contract involves granting the User an access to the traffic register information (hereinafter the „**Data**") by means of a data exchange platform (hereinafter the „**DEP**") (hereinafter the „**Service**").

1.2. The User shall have the right to process the Data only for lawful purposes that do not conflict with the provisions of legislation.

1.3. The Service will be available around the clock, active working time being from Monday through Friday, 8 am through 5 pm

2. DEFINITIONS

Definitions shall have the following meaning for the purposes of the Contract and annexes thereto:

2.1. Data – data specified in Annex 1 to the Contract, which has been entered into the traffic register;

2.2. Data Exchange Platform (DEP) – access, available to the User on XML format, by means of HTTPS protocol, according to the chosen DEP package and the data group, defined for the service concerned;

2.3. DEP package – maximum permissible number of inquiries per day, hour and minute;

2.4. Incident – failure in the operation of the Service;

2.5. Inquiry – Data return, based on the specified inputs;

2.6. Service – date of traffic register data and/or access solution to such data, provided by the Possessor;

2.7. Availability of the Service – around the clock;

2.8. Active Availability – period of the Possessor being available to handle incidents.

3. DOCUMENTS OF THE CONTRACT

3.1. Documents of the Contract consist of the Contract and any annexes to the Contract. Annexes to the Contract will become inseparable parts of the Contract.

3.2. Description of the Service and DEP pricing policy, which are available from the website of the Possessor at http://www.mnt.ee/index.php?id=25960, shall also be construed as Documents of the Contract.

3.3. The Parties will abide, for the purposes of performance of the Contract, apart the Contract and the annexes thereto, by the legislation, procedures and standards, applicable in the Republic of Estonia and, where appropriate, other technical documents that govern the sphere.

3.4. The Contract includes Annex 1 at the moment of conclusion – the List of Data.

4. VALUE OF THE CONTRACT

4.1. The monthly fee of the contract is **70 eur** per month. Value added tax will be added to this amount in cases and at rates, provided by law.

4.2. The settlement will take place once per month, against an invoice, submitted by the Possessor, and within the term specified on the invoice.

4.3. Reference number, shown on the invoice, must be indicated upon settlement.

5. DUTIES OF THE PARTIES

5.1. The Possessor will be required to:

5.1.1. ensure communication of the Data, specified in Annex 1 to the Contract, to the User; the Possessor will take no responsibility for settling any problems/incidents within a specified period of time;

5.1.2. settle incidents within a reasonable period of time;

5.1.3. provide explanations about the object of the Contract to the User, where appropriate.

5.2. The User will be required to:

5.2.1. process the Data, gained under the Contract, for lawful purposes only and comply with legislation;

5.2.2. not to issue, distribute or sell the Data in any ways;

5.2.3. not to exceed the maximum number of Inquiries per day, as specified in the DEP package;

5.2.4. notify the Possessor promptly of any incidents, using the following e-mail address: itabi@mnt.ee;

5.2.5. process user names and passwords that grant access to the Service by methods that will ensure their confidentiality;

5.2.6. notify the Possessor promptly of Data use descriptions or user names/passwords becoming known to third parties or the public, information technology thefts and any other circumstances that may result in the Data being used by unauthorised persons;

5.2.7. not to distribute the Data, regardless of the form used, without giving reference to the Possessor;

5.2.8. pay for the Service rendered, as specified in the Contract.

6. CONFIDENTIALITY

6.1. The content of the Contract is public information.

6.2. Circumstances related to the performance of the Contract, including the Data, represent information subject to restricted access and the Parties have no right to reveal such information to any third Parties without a prior written consent of the other Party, except in cases where this is mandatory for the Party of the Contract by law.

7. SUPERVISIONS AND LIABILITY

7.1. The Possessor has the right to check, at any time, the lawfulness of Data processing and compliance with the terms and conditions of the Contract by the Possessor. For that purpose, the Possessor shall submit a written inquiry to the User, which the User will be required to respond within 5 working days, giving a substantial answer.

7.2. The User is aware of the fact that in the case of non-performance of its contractual duties, also in the possible case of violation, non-performance or unsuitable performance of the data processing requirements, provided by law, it will be required to compensate all and any damages caused to the third parties or the Possessor by its act or omission. Should the User violate the Data processing requirements, provided by law or specified in the Contract, it will be liable for such a violation according to the procedure, provided by the Contract and by law.

7.3. Apart compensating the damages, the User shall undertake, at the request of the Possessor, pay a contractual penalty for the non-performance or unsuitable performance of the Contract in the amount of up to 5,000 euros for every breach. If the User does not comply with the deadline, specified in clause 7.1 of the Contract, the Possessor shall have the right to demand a contractual penalty up to 50 euros per every day the deadline is exceeded.

7.4. The Parties have agreed that the User shall undertake to represent the Possessor, at its own expense, in all and any disputes (incl. disputes taken to the court), arising from the Contract and involving third persons, bearing all the related procedural expenses.

8. NOTICES BETWEEN THE PARTIES

8.1. Any notices, communicated between the Parties for the purposes of the Contract, must observe the format of the Contract, with the exception of notices of informative nature, which will not bear legal consequences for the other Party or have no influence on the performance of the Contract.

8.2. Notices will be construed as duly delivered to the other Party in the following cases:

    8.2.1. notice has been communicated to the other Party by means of electronic mail, signed digitally (as of the date for communication of the notice);

    8.2.2. notice has been handed over against a signature (as of the date for signing the notice);

    8.2.3. notice has been communicated by registered mail by post office to the address, specified by the other Party (and three days have lapsed since the posting).

8.3. Informative notices and any other notices, which have not been specified separately in the Contract or any annexes thereto, can be also communicated by telephone, fax or electronic mail or some other similar method of communication.

9. AMENDMENT OF THE CONTRACT AND SETTLEMENT OF POSSIBLE DISPUTES

9.1. The Contract may be amended with the consent of the parties. Any amendments of the Contract, which do not observe the format of the Contract, will be null and void, if not provided otherwise by the Contract. All and any amendments of the Contract must be drawn up as an annex to the Contract.

9.2. The Possessor shall have the right for unilateral amendment of the Contract, if this is required as the consequence of the law being amended or where the adjustment of the value of the Service or the Contract has become appropriate. The Possessor shall undertake to notify the User of the intended unilateral amendment of the Contract at least 30 days in advance. The User may cancel the Contract, under regular bases, within 2 weeks as of the receipt of such a notice. If the User does not respond to the notice of unilateral amendment of the Contract, communicated by the Possessor, it will be construed that the User has consented to the amendment.

9.3. All and any amendments of the Contract shall enter into force after being signed by the Parties or as specified in the Contract.

9.4. The Parties shall undertake to adopt all and any suitable measures to settle any disputes, which may arise from the Contract, by means of negotiations, avoiding causing any damages to the lawful and contractual rights and interests of either Party. Should the Parties fail to come to an understanding, all the disputes, arising from the Contract, will be settled at a court of law of the Possessor's location, under the jurisdiction of the Republic of Estonia.

10. TERM OF THE CONTRACT

10.1. The Contract will enter into force as of the moment of being signed by both Parties.

10.2. The Contract has been conclude for a term of 1 year. The term will commence as of the Contract's entry into force.

10.3. If one of the Parties has not filed an application for the termination of the Contract at least 1 month before the arrival of the due date, specified in clause 10.2 of the Contract, the Contract will be automatically extended for another one year period. The number of such possible extensions is unlimited.

10.4. Either Party shall have the right for extraordinary cancellation of the Contract, without a prior notice, if the other Party is guilty of a material breach of the Contract. Among other things, repeated violation of the terms and conditions of the Contract, including but not limited to the breach of the duties, specified in clauses 5.2.2, 5.2.3, 5.2.4 and 7.1 by the User, will be construed as material violation of the Contract.

10.5. Either Party shall have the right to cancel the Contract at regular bases, at any time, giving the other Party a notice at least 1 month in advance.

10.6. If some of the provisions of the Contract will become invalid in the future, either in full or in part or can no longer be performed, this shall not affect the validity of the other provisions of the Contract.

10.7. Should the legislation governing the Contract be amended, the Contract and the annexes thereto will be respectively amended, where appropriate.

10.8. The duties of the User, arising from the Contract, will be applicable, in full, to any legal successor of the User and the duties of the Possessor, arising from the Contract, will be applicable, in full, to any legal successor of the Possessor. When requested by either Party, the appropriate amendments will be made to the Contract in case of legal succession.

11. MISCELLANEOUS PROVISIONS

11.1. The Contract is concluded in an paper format, in English language. The Parties will sign the Contract originally.

11.2. The Parties will use English language as the language of administration.

11.3. The Parties will abide by the legislation of the Republic of Estonia in any matters not governed by the Contract.

12. CONTACT PERSONS

12.1. Contact persons of the Parties for the performance of the Contract are:

The Possessor:
Kaisa Piirsoo
Telephone: (+372) 620 1218
E-mail: kaisa.piirsoo@mnt.ee

The User:
Robertas Cickevičius
Telephone: (+370) 37 208 249
E-mail: robertas@autotyrimai.lt

13. REQUISITES OF THE PARTIES

The Possessor:

The Estonian Road Administration

Pärnu mnt. 463a
10916 TALLINN
Republic of Estonia
Telephone: (+372) 6119 300
E-mail: info@mnt.ee
Reg.no.: 70001490

The User:

Rinkodaros Projektai UAB
(AV Automotive Research / AutoTyrimai)
Kestučio g. 61-1
44302 KAUNAS
Republic of Lithuania
Telephone: (+370) 37 208 249
E-post: info@autotyrimai.lt
Reg.no: 135446789

List of Data and the Procedure for the Issuance

1. The User's DEP package according to the DEP pricing policy and price lists, which forms apart of the Contract: Packet 3

2. The User will be provided access to the following traffic register information:

Inputs:

Periodic start date (dateTime YYYY-MM-DDThh:mm:ss)
Periodic end date (dateTime YYYY-MM-DDThh:mm:ss)

Outputs:

1. Vehicle information (operations)
1) Vehicle previous version ID;
2) Vehicle ID;
3) Transaction date;
4) Vehicle registration document valid until date;
5) Vehicle category;
6) Vehicle category name;
7) Vehicle make;
8) Vehicle model;
9) Modification;
10) Body name;
11) Gasoline type;
12) Engine capacity;
13) Engine maximum net power;
14) Number of doors;
15) Number of seats;
16) Technically permissible maximum laden mass;
17) Mass of the vehicle in running order;
18) Load capacity;
19) Register mass;
20) Vehicle built year;
21) Transaction code;
22) Transaction name;
23) First registration date;
24) First registration date in Estonia;
25) Color;