

## AGREEMENT ON ACCESS TO TRAFFIC REGISTRY DATA No. 3.2-5/26/106-1

**Estonian Transport Administration**, registry code 70001490, address Valge 4, 11413 Tallinn (hereinafter referred to as the **Possessor**), represented by authorised representative Märten Surva, Head of the Vehicles Register Department

and

**Auto Mechanico OÜ**, registry code 16910494, address Pille tn 11/1, 10138 Tallinn (hereinafter referred to as the **User**), represented by management board member William Osei-Appiah (hereinafter referred to separately as the **Party** or jointly as the **Parties**),

on the basis of, inter alia,:

- the Road Traffic Act (hereinafter referred to as the RTA), in particular subsection 184 (12) thereof;
- Decree of the Government of the Republic No. 75 of 16 June 2011 Statutes of the Traffic Register (“*Liiklusregistri pidamise põhimäärus*”);
- Regulation of the Government of the Republic No. 105 of 23 September 2016 Data Exchange Layer for Information Systems (“*Infosüsteemide andmevahetuskiht*”);
- Regulation of the Minister of Economic Affairs and Communications No. 46 of 21 June 2011 Procedure for Accessing Electronic Data in the Traffic Register (“*Liiklusregistri elektroonsetele andmetele juurdepääsu kord*”), particularly subsection 3 (3) thereof;
- traffic register data exchange service specification (available on the Possessor’s website at <https://transpordiamet.ee/liiklusregistrist-andmete-valjastamine>).

have concluded this Agreement on access to traffic register data (hereinafter referred to as the Agreement) under the following terms and conditions:

### 1. OBJECT OF AGREEMENT

- 1.1. The object of the Agreement is the provision of access to the Traffic Register data (hereinafter referred to as the **Data**) to the User via the data exchange platform (hereinafter referred to as the **DEP**) (hereinafter referred to as the **Service**).
- 1.2. The purpose of the agreement is to use the data to provide on-demand digital vehicle management platform for accurate, transparent and fair repair maintenance cost. This includes but not limited to the automation of technical verification, facilitations of road worthiness compliance and ensure economic transparency. The output data are used to identify the vehicle model version.
- 1.3. The User has the right to process the Data only for legitimate purposes that are not in conflict with the provisions of laws and regulations.
- 1.4. The service is available 24 hours a day, with active working hours Mon-Fri 8:00-17:00.
- 1.5. The User confirms that they have thoroughly read and understood the Agreement and its Annexes and all of the laws and regulations, Possessor’s service descriptions and instructions and other documents referred to in the Agreement.
- 1.6. By signing the Agreement, the User confirms that they are authorised to use the Service and the data will be processed only for the purposes stated in the Agreement, for specified and legitimate purposes and in accordance with laws and regulations.

## **2. TERMS AND DEFINITIONS**

The definitions used in this Agreement and any annexes thereto shall have the following meanings:

- 2.1. Data** – the data entered in the Traffic Register referred to in Annex 1 to the Agreement.
- 2.2. Data Exchange Platform (DEP)** – access in XML format provided to the User on the basis of the HTTPS protocol, according to the DEP package selected and the data group defined for the service.
- 2.3. DEP package** – maximum number of requests allowed per month.
- 2.4. Incident** – a failure or malfunction of the Service.
- 2.5. Request** – return of Data on the basis of predefined inputs.
- 2.6. Service** – the solution for the provision of and/or accessing the Traffic Register data developed by the Possessor.
- 2.7. Active hours** – the time when the Possessor resolves incidents.
- 2.8. Hours of operation** – around the clock.

## **3. AGREEMENT VALUE**

- 3.1.** The price list for the service is published on the Possessors website <https://transpordiamet.ee/andmevahetusplatvorm>.
- 3.2.** The cost of the service consists of the selected DEP package and the number of selected data groups
- 3.3.** The calculation of the monthly fee shall start from the moment the Agreement enters into force. Payment shall be made once per month on the basis of the invoice submitted by the Possessor and within the time limit indicated thereon. The invoice must be paid within seven days.
- 3.4.** The invoice shall be submitted by the Possessor in a machine-readable form as an e-invoice, which complies with the European standard for e-invoicing EN 16931-1. The invoice shall be deemed to have been received from the date of receipt in the User's invoice management environment. For non-residents, the invoice in PDF format shall be sent to the User's contact person's e-mail address or transmitted as an e-invoice via the international Peppol system. The invoice shall indicate the contact person's name, contract number and reference number.

## **4. OBLIGATIONS OF PARTIES**

### **4.1. The Possessor shall:**

- 4.1.1.** ensure the forwarding of the data in Annex 1 to the Agreement to the User without any obligation on the part of the Possessor to resolve any incidents within a specified time;
- 4.1.2.** resolve incidents within a reasonable time;
- 4.1.3.** provide explanations to the User about the object of Agreement, if necessary.

### **4.2. The User undertakes to:**

- 4.2.1.** process data obtained under the Agreement only to the extent necessary for the performance of their tasks under the Agreement and for purposes that are not in conflict with the RTA and the laws and regulations adopted pursuant thereto or other laws and regulations;
- 4.2.2.** not store the data, unless otherwise provided by law or the Agreement;
- 4.2.3.** not to transmit or otherwise disclose the Data to third parties, except in cases provided by law or with the agreement of the Parties, or enter into agreements with third parties for the processing, transfer or other disclosure of the Data to third parties;
- 4.2.4.** ensure the lawful use of the service by means of organisational, physical and IT security measures;

- 4.2.5. not to exceed the maximum number of daily requests under the DEP package;
- 4.2.6. immediately notify the Possessor of any incidents using the following e-mail address: [itabi@transpordiamet.ee](mailto:itabi@transpordiamet.ee);
- 4.2.7. process the usernames and passwords that enable using the Service in a manner that ensures their confidentiality;
- 4.2.8. immediately inform the Possessor of any disclosure of the description of the use of data or usernames/passwords to third parties or the public, theft of information technology or other circumstances that may lead to the use of data by unauthorised persons;
- 4.2.9. pay for the Service in accordance with the Agreement;
- 4.2.10. have a static IP address.

## **5. SUPERVISION AND LIABILITY**

- 5.1. The Possessor has the right to verify at any time the lawfulness of the processing of the Data and the User's compliance with the terms and conditions of the Agreement. To this end, the Possessor shall submit to the User an enquiry, at least in a form that can be reproduced in writing, to which the User must provide a substantial reply within five working days by submitting photos or other relevant evidence at the request of the Possessor.
- 5.2. The User is aware that in the event of a breach, non-fulfilment or improper fulfilment of the obligations undertaken in the Agreement, including the data processing requirements and any statutory personal data processing requirements, the User is obligated to compensate third parties or the Possessor for any damage caused by their acts or omissions. If the User breaches the data processing requirements under the law or the Agreement, they will be liable for the breach in accordance with the procedures set out in the Agreement and the laws and regulations.
- 5.3. In addition to the obligation to compensate for damages, the User undertakes, at the request of the Possessor, to pay the Possessor a contractual penalty of up to five thousand (5000) euros for each breach of the Agreement in the event of non-performance or improper performance of the Agreement related to the breach of the data processing requirements. If the User exceeds the term set out in clause 7.1. of the Agreement, the Possessor is entitled to demand a contractual penalty of fifty (50) euros for each day of delay.
- 5.4. The Parties have agreed that the User undertakes to represent the Possessor, at the Possessor's request and at its own expense, in all disputes (including court actions) with third parties in connection with the Agreement and to bear all costs of the proceedings.

## **6. AGREEMENT DOCUMENTS**

- 6.1. The Agreement documents comprise the Agreement and any annexes thereto. Annexes to the Agreement form an integral part of the Agreement.
- 6.2. The description of the Service and the DEP Pricing Policy, which are available on the Possessor's website at <https://transpordiamet.ee/liiklusregistrist-juurdepaasupiiranguga-andmete-valjastamine>, shall also be deemed to be Agreement documents.
- 6.3. In addition to the Agreement and its Annexes, the Parties shall be guided in the performance of the Agreement by the laws, regulations and standards in force in the Republic of Estonia and, if necessary, by other technical documents in the relevant field.
- 6.4. At the moment of signing of the Agreement it includes:
- 6.5. Annex 1 – List of Data

## **7. NOTICES BETWEEN THE PARTIES**

- 7.1.** All Agreement-related notices between the Parties must be given in writing unless such notices are informative by nature and their communication to the other Party has no legal consequences or in the cases set forth in the Agreement.
- 7.2.** A notice is deemed to have been received by the other Party:
  - 7.2.1.** on the working day following the day on which the notification was forwarded, if the notification was forwarded to the other Party by e-mail;
  - 7.2.2.** within three working days of the date of posting, if the notice was sent by the postal authority by a registered letter to the address indicated by the other Party.
- 7.3.** Informative notices may be given by telephone.

## **8. CONFIDENTIALITY**

- 8.1.** The content of the Agreement is public information.
- 8.2.** Facts relating to the performance of the Agreement, including the Data, are restricted information and may not be disclosed by the Parties to any third party without the other Party's written consent.

## **9. AMENDMENTS TO AGREEMENT AND RESOLUTION OF DISPUTES**

- 9.1.** The Agreement may be amended by an agreement of the Parties. Amendments to the Agreement that are not in the same format as the Agreement are null and void unless otherwise provided in the Agreement. Amendments to the Agreement must be prepared as annexes to the Agreement.
- 9.2.** The Possessor may unilaterally amend the Agreement if this is necessary as a result of a change in a provision of a law or a regulation or if it is necessary for amending the Service or the value of the Agreement. The Possessor undertakes to notify the User of any unilateral amendments to the Agreement at least 30 days in advance. The User may terminate the Agreement within two weeks of receiving the said notice. If the User does not respond to the unilateral amendment of the Agreement submitted by the Possessor, they will be deemed to have accepted the amendment of the Agreement. In such case, the amendment shall take effect two days after the notice referred to in this clause is sent by the Possessor to the User.
- 9.3.** Amendments to the Agreement will enter into force after signature by the Parties or on another occasion specified in the Agreement.
- 9.4.** The Parties agree to take all appropriate measures to resolve points of dispute arising from the Agreement by way of negotiations, thereby not harming the contractual and statutory rights or interests of the Parties. If no agreement can be reached in this way, all disputes arising from the Agreement shall be settled in accordance with the laws and regulations of the Republic of Estonia in the court of the Possessor's seat.

## **10. TERM OF AGREEMENT**

- 10.1.** The Agreement takes effect upon the signature thereof by the Parties.
- 10.2.** The Agreement has been entered into for a term of one year. This period starts from the entry into force of the Agreement.
- 10.3.** In the absence of a request for termination by either Party at least 30 days prior to the expiry of the term referred to in clause 10.2, the Agreement shall be automatically extended for a period of one year. There is no limit to the number of extensions.
- 10.4.** A Party has the right to terminate the Agreement without notice for a good reason, in particular if the other Party is in material breach of the Agreement. A material breach of the Agreement shall be deemed to be, inter alia, but not limited to, a repeated breach of a

- term of the Agreement, as well as a breach by the User of their obligations under clauses 5.2 and 7.1 of the Agreement (incl. one-off violation of data processing requirements).
- 10.5.** The Parties have the right to terminate the Agreement at any time by notifying the other Party at least 30 days in advance.
- 10.6.** If any provision of the Agreement is found to be invalid or unenforceable in full or in part in the future, the Agreement shall remain in force in all other respects.
- 10.7.** The Agreement and the Annexes thereto shall be amended as necessary in the light of changes in the laws and regulations governing the Agreement.
- 10.8.** The obligations of the User under the Agreement shall be fully applicable and to all successors of the User and any obligations of the Possessor under the Agreement shall be fully applicable to any successor of the Possessor. In the event of legal succession, the Agreement will be amended accordingly if the Party so requests.
- 10.9.** The User has the right to request temporary suspension of the Service. During the period of temporary suspension of the Service, the User's access to the Service will be blocked by the Possessor. In order to terminate the temporary suspension of the Service, the User must submit a request to the Possessor. The Possessor shall restore the User's access to the Service as soon as possible but not later than within five working days and the User shall pay the monthly fee of the Agreement as set out in clause 4.1 above. If the User has not requested continuation of the Service within one year of requesting temporary suspension of the Service, the Agreement shall be deemed to be terminated.

## **11. CONTACT PERSONS**

- 11.1.** Contact person of the Estonian Transport Administration: Martin Tubalkain, tel.: +372 5981 7141, e-mail: [martin.tubalkain@transordiamet.ee](mailto:martin.tubalkain@transordiamet.ee)
- 11.2.** Contact person of the User: William Osei-Appiah, tel. +372 5375 3269, e-mail: [woappiah@mechanico.io](mailto:woappiah@mechanico.io)

## **12. OTHER TERMS AND CONDITIONS**

- 12.1.** The Agreement has been entered into electronically. The Agreement is signed by the Parties digitally.
- 12.2.** The language of communication between the Parties shall be English.
- 12.3.** The Parties are guided by the laws and regulations of the Republic of Estonia in all matters not governed by the Agreement.
- 12.4.** The representatives of the Parties represent and warrant that they have all the required rights and authorisations to enter into the Agreement on behalf of the entities they represent and that they are not aware of any impediments to the performance of the obligations undertaken and provided in the Agreement.
- 12.5.** Disputes will be settled on the basis of the Estonian text.

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## Access to Traffic Register data Annex 1 to the Agreement

### List of Data

The price list of DEP packages and returnable data groups are provided on the Estonian Transport Administration website <https://transpordiamet.ee/andmevahetusplatvorm>.

1. The User uses DEP package Package 1.
2. The User will be granted access to the Traffic Register data based on the inputs:
  - ☒ vehicle VIN code
  - ☒ Vehicle registration plate
  - ☐ Vehicle registration certificate number
  - ☐ Periodic start date (dateTIME YYYY-MM-DDThh:mm:ss)
  - ☐ Periodic end date (dateTIME YYYY-MM-DDThh:mm:ss)
3. The following data groups are opened to the user
  - ☒ Basic data of vehicle
  - ☒ Technical data of vehicle
  - ☒ Technical inspection
  - ☐ Legal constraints
  - ☐ Registration history
  - ☒ Selectable access to restricted data
    - ☒ vehicle VIN code
    - ☒ Vehicle registration plate
    - ☐ Vehicle registration certificate number
    - ☐ Date of issue of the vehicle registration certificate
  - ☐ Vehicle information (operations)