

THE EETS DOMAIN STATEMENT

This EETS Domain Statement defines the general conditions for EETS Providers to access the EETS Domain in the Slovak Republic in accordance with Annex II of Commission Implementing Regulation (EU) No. 2020/204 of 28 November 2019 on the detailed obligations of EETS Providers, the minimum content of the EETS Domain Statement, electronic interfaces, the requirements for interoperability Constituents and repealing Decision No. 2009/750/EC (OJ EU L 43, 17. 2. 2020).

The Toll Collection Administrator shall publish the EETS Domain Statement on its website on the basis of the provisions of §12 (13) of Act No. 474/2013 Coll., on the collection of tolls for the use of specified sections of roads, and on amendments and supplements to certain acts, as amended.

The Toll Collection Administrator shall be entitled to unilaterally update this EETS Domain Statement at its discretion. Any update of the EETS Domain Statement shall be effective on the date of publication of the change on the website of the Toll Collection Administrator, unless otherwise specified by the Toll Collection Administrator.

In the event of a substantial change to the ETC system, the Toll Collection Administrator shall publish an updated EETS Domain Statement sufficiently in advance to allow already accredited EETS Providers to adapt their Interoperability Constituents to the new requirements and to obtain re-accreditation no later than one month before the modified ETC system is put into service, taking due account of the length of the procedure for assessing compliance with the specifications and suitability for use of the Interoperability Constituents. At the same time, the Toll Collection Administrator shall publish a detailed plan for the reassessment of the conformity of the Interoperability Constituents with the specifications and the assessment of their suitability for use, for those EETS Providers that were accredited before the ETC system was substantially changed.

This EETS Domain Statement and all annexes hereto have been prepared in the Slovak language. In the event of any contradiction/dispute/interpretation problem or any ambiguity if any other language versions hereof and annexes hereto will be prepared, the text prepared in the Slovak language shall take precedence.

This EETS Domain Statement shall be effective from the date of its publication.

Document	Issue / Version	Status	Approved by, on
0_The EETS Domain Statement_eng	28.07.2022 / 1.0	Final version for publishing	Board of Directors, 19.07.2022
0_The EETS Domain Statement_eng	18.01.2023 / 2.0	The first revised version	Board of Directors, 17.01.2023
0_The EETS Domain Statement_eng	18.07.2023 / 3.0	The second revised version	Board of Directors, 17.07.2023

1 GENERAL INFORMATION

Capitalized terms shall have the meaning given in Annex [14] of this EETS Domain Statement or the interpretation given to them in the relevant provision of this EETS Domain Statement.

The Toll Collection Administrator reserves the right to make any changes to the requirements or conditions set out in the EETS Domain Statement including annexes without prior notice to an EETS Provider.

1.1 TOLL COLLECTION ADMINISTRATOR

The Toll Collection Administrator performs the role of the Toll Authority for the EETS Domain, the scope of its rights and obligations being set out in §12 of Act No. 474/2013 Coll., on the collection of tolls for the use of specified sections of roads, and on amendments and supplements to certain acts, as amended (hereinafter referred to as the “**Toll Collection Act**”).

The Toll Collection Administrator is:

Národná diaľničná spoločnosť, a. s.

Dúbravská cesta 14, 841 04 Bratislava

Slovak Republic

Company ID: 35 919 001

Tax ID: 202 193 7775

VAT ID: SK 202 193 7775

The company is registered in the Commercial Register of the Municipal Court Bratislava III, Section: Sa; File No.: 3518/B.

Bank: UniCredit Bank Czech Republic and Slovakia, a. s.

BIC (SWIFT): UNCRSKBX

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website: <https://www.mytobezhranic.sk/>

web address where information on the EETS can be obtained: <https://www.mytobezhranic.sk/>

Contact person for EETS matters: Ing. Ján Voleník, eets@ndsas.sk

Where the Toll Collection Administrator is changed as a result of or following a change in Legislation, the new Toll Collection Administrator shall enter into the status of NDS under this EETS Domain Statement without the prior consent of the EETS Provider, which shall be notified to the EETS Provider by publishing the updated EETS Domain Statement on the new website of the Toll Collection Administrator and at the same time by sending the information to the contact address of the EETS Provider as set out in Annex No. 3 of the Contract for the Provision of the European Electronic Toll Service (hereinafter referred to as the “**EETS Contract**”).

1.2 EETS DOMAIN

The EETS Domain in the territory of the Slovak Republic consists of defined sections of roads, the scope of which is determined by Decree of the Ministry of Transport and Construction of the Slovak Republic No. 228/2020 Coll., defining

the sections of motorways¹, Class I roads and Class II roads with toll collection, as amended (hereinafter referred to as the “**Decree**”).

The EETS Domain includes the entire network of motorways, expressways, Class I and Class II roads in the territory of the Slovak Republic, notwithstanding some defined sections may be tolled at a zero Toll Rate.

1.3 ELECTRONIC TOLL COLLECTION

Electronic Toll Collection in the territory of the Slovak Republic is performed in an open toll collection system in the MLFF (*Multi Lane Free Flow*) mode with the division of toll roads into discrete toll sections (referred to in the Decree as “**Specified Road Sections**”, hereinafter also referred to as “**SRS**”) and with the mandatory use of an on-board unit, in this case interoperable electronic technical equipment (hereinafter also referred to as “**OBE**”), which uses satellite-based vehicle positioning technology.

Electronic Toll Collection is the payment of an electronically calculated amount according to the vehicle category, emission class and number of axles of the Toll Charged Vehicle for the distance travelled on the Specified Road Section on the basis of electronically collected data.

Distance travelled means the distance between two points of the Specified Road Section as determined by the Decree, i.e., Specified Road Sections are made up of discrete Toll Sections.

The toll is collected for the use of Specified Road Sections by motor vehicles with a Maximum technically permissible mass of the vehicle exceeding 3,500 kg or combinations of vehicles with a Maximum technically permissible mass of the vehicle exceeding 3,500 kg (hereinafter referred to as the “**Toll Charged Vehicle**”), except for motor vehicles of category M1² and except for combinations of vehicles consisting of a motor vehicle of category M1 and N1 and a trailer of category O1 and O2.

The Toll Rates and the method of calculation of the Toll for the use of the Specified Road Sections are set out in Slovak Government Regulation No. 497/2013 Coll., which establishes the method of toll calculation, the amount of the toll rate and the system of discounts from the toll rates for the use of Specified Road Sections, as amended (hereinafter referred to as the “**Regulation**”).

The Vehicle operator or the driver of the Toll Charged Vehicle is obliged to place, install and put the OBE into operation in the vehicle before driving on any SRS and to use it in accordance with the Toll Collection Act in such a way that it allows the data necessary for the calculation of the Toll and for the performance any control to be obtained. The obligation to place, install and commission the OBE in a vehicle applies to all SRS regardless of their potential charging of a zero Toll Rate for the SRS. For the avoidance of doubt, this means in practice that the OBE must be in operation at all times when using all motorways, expressways, Class I and Class II roads. The OBE is assigned to a vehicle according to the vehicle registration number and is non-transferable.

The conditions for Electronic Toll Collection and the conditions for the provision of the EETS are regulated by the Toll Collection Act.

¹For the avoidance of doubt, “motorways” are divided into motorways (designated by the letter “D”) and expressways (designated by the letter “R”) in accordance with §4 of Act No. 135/1961 Coll., on roads (Road Act), as amended.

²Regulation (EU) No. 2018/858 of the European Parliament and of the Council of 30 May 2018 on the approval and market surveillance of motor vehicles and their trailers, and of systems, components and separate technical units intended for such vehicles, amending Regulations (EC) No. 715/2007 and (EC) No. 595/2009 and repealing Directive No. 2007/46/EC (OJ L 151, 14.6.2018), as amended.

2 PROCEDURAL CONDITIONS

2.1 TOLL TRANSACTIONS

2.1.1 PROCESSING OF TOLL DECLARATIONS AND TOLL TRANSACTIONS

The basic element for the billing of the Electronic Toll is the Toll Transaction. Toll Transaction means an electronic data record of the use of a particular Specified Road Section by a particular Toll Charged Vehicle at a given time. After driving through one Toll SRS with one Toll Charged Vehicle only one Toll Transaction is generated, this also applying to SRS with a zero Toll Rate.

The Toll Transaction contains details of the type of Toll Transaction, the date and time of the Toll Transaction, the identification of the Toll Authority, the identification of the Toll Charged Vehicle, the identification of the OBE, the Toll Rate used, the amount of Toll collected, excluding VAT, VAT and details of any Discount granted.

Toll Transactions are compiled by the Toll Collection Administrator on the basis of data received electronically from the EETS Provider in the form of Toll Declarations. The Toll Declaration contains the identification of the OBE and the Toll Charged Vehicle, the location of the Toll Charged Vehicle at a given time, variable data on the current configuration of the Toll Charged Vehicle at a given time, and the date and time the data relate. The basis of the processing of data from Toll Declarations into Toll Transactions, which is centrally provided by the Toll Collection Administrator, is the transformation of positional data in the form of spatial coordinates into data on the use of a specific SRS by a Toll Charged Vehicle (so-called *map-matching* of the calculated Toll is attached. This means reduced demands on the OBE of the EETS Provider, which are primarily tasked with recording data on the instantaneous location of the Toll Charged Vehicle and transmitting it for subsequent processing, and can thus be implemented in a “thin client” architecture.

The Toll Collection Administrator shall perform an initial check of the correctness and completeness of the Toll Declaration data submitted by the EETS Provider for processing, shall validate the received Toll Declaration file or, in case of doubts about the correctness and completeness of the data, shall submit a claim to the EETS Provider, which shall be settled by the EETS Provider.

The Toll Collection Administrator shall calculate the Toll based on the data below:

- a) the category and class of the road,
- b) the vehicle category (weight, purpose of use: freight / passenger transport),
- c) the emission class of the vehicle,
- d) the number of axles on the vehicle,
- e) the conditions for entitlement to any Discount,
- f) the date and time of driving the Specified Road Section.

The number of axles of the vehicle is a variable figure that is set by the driver of the Toll Charged Vehicle via the OBE controls before the start of the journey. Other non-variable data relating to the Toll Charged Vehicle, such as the vehicle registration number and the state of registration of the vehicle, the OBE identification number, and the category and emission class of the Toll Charged Vehicle, must be firmly linked to the vehicle and electronically registered with the Toll Collection Administrator.

The Toll Collection Administrator shall be entitled to calculate the Toll and to prescribe Toll Transactions based on the determination of the actual distance travelled by the Toll Charged Vehicle on Specified Road Sections and shall be entitled to Toll Recalculation on the basis of evidence of the movement of the Toll Charged Vehicle on the SRS obtained in the course of performing an inspection for compliance with the obligations of the Vehicle Operator or the driver of the Toll Charged Vehicle under the Toll Collection Act.

After processing the Toll Declarations into the form of priced Toll Transactions, the Toll Collection Administrator sends the resulting set of Toll Transactions to the EETS Provider for check and further processing in accordance with Art. 2.3.1 below. The EETS Provider shall validate the acceptance of the set of Toll Transactions or, in the case of any syntax and/or semantics errors, he/she will refuse to accept the relevant data message as a whole, specifying the reason. In case of doubts about the correctness and completeness of the data, the EETS Provider shall file a claim with the Toll Collection Administrator, which shall be settled by the Toll Collection Administrator.

The EETS Provider shall debit the agreed Toll Transactions to the EETS Users concerned and collect the Toll payment from the EETS Users. Toll invoicing issued by an EETS Provider to a registered EETS User shall be performed in a "Vendor" model, which implies that Toll invoicing to the EETS Users registered by an EETS Provider shall be performed by the EETS Provider in its own name and on its own account. The accounting and tax registration of invoices, including the generation of the VAT control statement for Tolls issued for the use of Specified Road Sections by Toll Charged Vehicles registered with the EETS Provider, shall be performed directly by the EETS Provider.

The Toll Collection Administrator shall issue an invoice for the payment of the Aggregate Toll for the Billing Period based on the Toll Transactions processed within the Billing Period and delivered to the EETS Provider. The collected Aggregate Toll shall be transferred by the EETS Provider to the account of the Toll Collection Administrator. Further details and time limits are given in Article 2.3 Invoicing Policy of this EETS Domain Statement.

2.1.2 REGISTRATION OF TOLL VEHICLES AND THE OBE IN THE ETC SYSTEM

The Toll Collection Administrator shall keep a record in the Electronic Toll Collection System (hereinafter referred to as "**ETC system**") of EETS Users, Toll Charged Vehicles and their associated OBEs for which the EETS Provider has assumed the obligation to pay the Toll in the EETS Domain (the so-called "*White-list*"). The EETS Provider shall regularly update and supplement the list and registration data of Toll Charged Vehicles and the relevant EETS Users maintained in the ETC system of the Toll Collection Administrator.

The Toll Collection Administrator keeps a record of any OBE invalid for Toll collection in the ETC system (the so-called "*Black-list*"). The EETS Provider shall regularly update and supplement the list of those OBEs invalid for toll collection in the ETC system. The moment the OBE is included in the list of invalid OBEs for Toll collection in the ETC system, the EETS Provider is relieved of the responsibility for the collection of the Toll for the use of the SRS by a specific Toll Charged Vehicle.

2.1.3 TOLL RATE

The Toll Rates for the use of Specified Road Sections are defined on the basis of §4 of the Toll Collection Act, and in accordance with the provisions of §35 (1) of the Toll Collection Act, the Toll Rates are determined by the Regulation.

The Toll Rate per 1 km of distance travelled on the Specified Road Section shall be determined for the following categories:

- a) Toll Charged Vehicles with a Maximum technically permissible mass of the vehicle
 1. from 3,500 kg to 12,000 kg,
 2. 12,000 kg and more,
- b) Toll Charged Vehicles allowing the carriage of more than nine persons including the driver with the Maximum technically permissible mass of the vehicle
 1. from 3,500 kg to 12,000 kg,
 2. 12,000 kg and more.

The Toll Rate shall take into account as a minimum the emission class of the Toll Charged Vehicle and the number of axles used by the Toll Vehicle. For vehicles with all-electric drive, the Toll Rate for the emission class with the lowest emission limit applies.

2.1.4 DISCOUNT FROM THE CURRENT TOLL RATE

A discount may be granted on the current Toll Rate within the meaning of § 4 (3) of the Toll Collection Act (hereinafter referred to as the **"Discount"**). The system of Discounts and the method of applying any Discount shall be determined by the Regulation. Under the Regulation, the Toll Discount is granted in the form of a percentage discount on the Toll Rate according to the following rules:

- a) The Discount starts to apply after the number of kilometers driven by the Toll Charged Vehicle during the calendar year exceeds the limits determined by the Regulation, calculated cumulatively starting from 1 January of the calendar year,
- b) kilometers driven on the Specified Road Sections with a zero Toll Rate are not included in the number of kilometers driven,
- c) the Discount is granted in the form of a percentage reduction of the current Toll Rate used to calculate the amount of the Toll payment under the Regulation,
- d) the Discount is applied exclusively to each specific Toll Vehicle according to the kilometers driven, kilometers driven by several Toll Charged Vehicles of the same Vehicle Operator are not to be added together for the purposes of entitlement to the Discount,
- e) the Discount is provided to the Toll Charged Vehicle for which a valid and effective contract on the use of the Specified Road Sections has been concluded, and a change of the Vehicle Operator implies the conclusion of a new contract on the use of the Specified Road Sections, thus "resetting" the count of kilometers driven by that Toll Charged Vehicle,
- f) after entitlement to the Discount is established, a one-off retroactive Discount is applied for kilometers driven from the beginning of the calendar year until the specified number of kilometers is exceeded, which is settled by way of a credit note to the invoiced Aggregate Toll for the Billing Period in which the Discount was established,
- g) it is not necessary to apply for the Discount, the Toll Collection Administrator grants the Discount automatically once the criteria determined by the Regulation have been met.
- h) Under the Regulation, the Discount cannot be applied to categories of motor vehicles allowing the carriage of more than nine persons, including the driver, with a Maximum technically permissible mass of more than 3,500 kg.

2.1.5 TOLL CALCULATION RULES

The provision of §5 of the Toll Collection Act provides for the following method of use of the Specified Road Sections with Electronic Toll Collection:

- a) the Specified Road Section can be used in both directions of travel, which are charged separately on the basis of a record of its use in the Electronic Toll Collection System. The Specified Road Section may be divided into multiple sections where the Specified Road Section may be entered or exited (hereinafter referred to as a **"Sub-Section"**),
- b) for the use of Specified Road Sections located outside a municipal residential zone in accordance with the provisions of §5 (1) to (3) of the Toll Collection Act, the Toll shall be paid on the basis of the relevant Toll Rate after all Sub-Sections in the same direction of travel within one Specified Road Section have been passed, whereby
 1. the Tolloed Charged Vehicle which enters the Specified Road Section and later leaves it without using all its Sub-Sections in the same direction of travel shall not be subject to the Toll for that Specified Road Section,
 2. the Toll Charged Vehicle that enters the Specified Road Section and later leaves it without using all of its Sub-Sections and subsequently re-enters the same Specified Road Section in the same direction of

- travel within 46 (forty-six) hours following the entry of that Vehicle onto the Specified Road Section and uses all of the remaining Sub-Sections of the Specified Road Section shall be subject to a charge for the entire Specified Road Section,
3. the Toll for the relevant Specified Road Section shall also be paid if, after all Sub-Sections have been passed, it has been used in accordance with the rule referred to in point above and in accordance with the provisions of §5 (3) of the Toll Collection Act Immediately preceding and immediately following the Specified Road Section within one direction of travel,
- c) for the use of Specified Road Sections located in municipal residential zones, the Toll is paid in accordance with the provisions of §5 (4) and (5) of the Toll Collection Act based on the relevant Toll Rate, namely
1. for the shortest distance that corresponds to the distance of consecutive continuous or discontinuous Sub-Sections of the Specified Road Sections in one direction, with a predetermined point of entry and point of exit of the Specified Road Section located within the municipal residential zone,
 2. the Toll Charged Vehicle that enters the Specified Road Section located within the municipal residential zone at a designated point of entry and later leaves the Specified Road Section at the designated point of exit within 45 (forty-five) minutes following the entry of that Vehicle onto the Specified Road Section without using all Sub-Sections of the Specified Road Section in the same direction of travel shall be subject to the Toll for the entire Specified Road Section,
 3. the toll for the relevant Specified Road Section located in the municipal residential zone shall be paid even if it has been used in accordance with the rule set out in §5 (3) of the Toll Collection Act Immediately preceding and immediately following the Specified Road Section within one direction of travel.

2.1.6 SCOPE OF THE SPECIFIED ROAD SECTIONS

The scope of the Specified Road Sections is determined by the Decree. The list of specified sections of motorways and Class I roads is given in Annex No. 1 of the Decree. All sections of Class II roads are Specified Road Sections.

A list of SRS and their attributes is in Annex No.[1] of this EETS Domain Statement.

2.2 DATA EXCHANGE PROCEDURES AND SERVICE LEVEL AGREEMENT (SLA)

2.2.1 DATA EXCHANGE

The basic framework for data exchange between the EETS Provider and the Toll Collection Administrator is implemented in accordance with the requirements for the system architecture of toll systems according to national and international standards STN EN ISO 17573 (2010). The definition of application interfaces for data exchange in autonomous toll collection systems is based on international standards EN ISO 17575-1:2016, EN ISO 17575-2:2016 and EN ISO 17575-3:2016. Unless otherwise specified below, the application profiles of the information exchange reports are based on the Slovak and international standard STN EN ISO 12855 (1.5.2016) and the technical standard CEN/TS 16986:2016/AC:2017.

The exchange of data between the EETS Provider and the Toll Collection Administrator shall take place:

- a) in electronic form automatically via communication interfaces between the Back-office of the EETS Provider and the ETC system of the Toll Collection Administrator,
- b) in electronic form by manual exchange of data files and/or documents between the EETS Provider and the Toll Collection Administrator,
- c) in electronic form in an automated manner by means of short-range microwave radio communication in the 5.8 GHz band reserved for transport telematic services (hereinafter referred to as “**DSRC**”) between the OBE of the EETS Provider and the roadside control equipment of the Toll Collection Administrator (fixed or mobile).

The automated data exchange via the communication interface of *Back-offices* refers to:

- Toll Declarations*,
- detailed Toll billing (*Report Billing details*),
- updates to the list of Registered vehicles and the OBE (*Exception list - White-list*),
- update to the list of OBEs invalid for Toll collection (*Exception list - Black-list*),
- request and provision of the Vehicle Operator data (*Exchange enforcement data - Request user details*) and (*Exchange enforcement data - Provide user details*).

Manual data exchange in the form of electronic data files and/or documents refers to:

- contextual data – list of Specified Road Sections (*Originating and providing EFC contextual data – Toll-sections*),
- contextual data - Toll calculation method, Toll Rate amount and Toll Rate Discount system (*Originating and providing EFC contextual data - Toll definition*),
- qualitative parameters - KPIs and service level assessment SLA (*Exchange QA Parameters*),
- weekly / Monthly reports on EETS operation (*Exchange QA Parameters - Weekly/Monthly Reports*),
- objects ensuring trust (*Exchange Trust Objects*),
- Aggregate Toll invoices (*Invoice*).

Automated data exchange via the DSRC interface for the OBE refers to:

- control communication (CCC) between the OBE and roadside equipment (*Compliance Check Communication*) according to the standard STN EN ISO 12813 (2015).

2.2.2 AUTOMATED DATA EXCHANGE PROCEDURES

The procedures for automated data exchange between the *Back-office* of the EETS Provider and the ETC system of the Toll Collection Administrator via data interface are listed in the table below.

Data exchange procedures, syntax and report semantics are proposed in accordance with technical standard STN EN ISO 12855 (1.5.2016) and technical standard CEN/TS 16986:2016/AC:2017. Details are given in the Technical Specification in Annex No. [22] of this EETS Domain Statement.

Table 1 - Data exchange procedures via data interface between the Back-office of the EETS Provider and the ETC system of the Toll Collection Administrator, times and frequency of data transmission

Data object	Interaction	EETS Provider	Toll Collection Administrator
Toll Declaration <i>Toll declarations</i>	sending the Toll Declaration	periodically within 30 minutes*	▶ being received
	acknowledgement	being received	◀ sends no later than 5 minutes after the receipt of the Toll Declaration
Detailed Toll Billing <i>Report billing details</i>	sending of detailed toll billing (priced Toll Transactions)	being received	◀ sends periodically at least once every 24 hours**
	acknowledgement	sends no later than 5 minutes after receipt of detailed Toll billing	▶ being received
Update to the list of Registered vehicles and the OBE	sending of data*** for the Toll Charged Vehicle and OBE	periodically at least once every 120 minutes **	▶ being received
	acknowledgement	being received	◀ sends no later than 5

<i>Data object</i>	<i>Interaction</i>	<i>EETS Provider</i>	<i>Toll Collection Administrator</i>
<i>Exception list – White-list</i>			minutes after receipt of the update
Update to the list of OBEs invalid for Toll collection	sending of data for Toll Charged Vehicle and the OBE	periodically at least once every 120 minutes **	► being received
<i>Exception list – Black-list</i>	acknowledgement	being received	◄ sends no later than 5 minutes after receipt of the update
Provision of Vehicle Operator data <i>Exchange enforcement data</i>	sending of request for Vehicle Operator data <i>Request user details</i>	being received and processed	◄ initiates and sends the request as required
	sending of the requested data relating to the Vehicle Operator <i>Provide user details</i>	sends no later than 5 minutes after receipt of the request	► being received
	acknowledgement	being received	◄ sends no later than 5 minutes after receipt of the data

* The condition applies that 90% of position data elements in the form of Toll Declarations must be delivered to the ETC system for processing within 30 minutes from the vehicle's passage through a specific point recorded by the OBE, see SLA parameter E.1 [13]. The obligation to send Toll Declarations shall not apply if there are no position data to be sent.

** The obligation shall apply even if there are no data to be sent. In such a case, an "empty" message is sent, which contains only the message header and no data blocks. The time period of 120 minutes applies to the frequency of sending electronic data messages *ExceptionListADU* and is defined as the time elapsed between sending two consecutive electronic data messages *ExceptionListADU*, see SLA parameter E.6 and E.7 [13].

*** The transmitted data may also have retroactive validity - corrective, retroactive data.

The control communication between the OBE of the EETS Provider and the roadside control equipment of the Toll Collection Administrator shall be performed using DSRC. Roadside control equipment can be implemented as fixed (e.g. control gate) or mobile (e.g. patrol vehicle of the Police Force).

The control communication parameters are in accordance with the international standards STN EN ISO 12813 (2015), ISO 15628:2013, STN EN 12834 (1.5.2004), EN ISO 14906:2018/AMD 1:2020. More details are given in Annexes No. [21]and[22] of this EETS Domain Statement.

Tab. 2 - Control communication (CCC) between the OBE of the EETS Provider and the roadside control equipment of the Toll Collection Administrator

<i>Data object</i>	<i>Interaction</i>	<i>OBE of the EETS Provider</i>	<i>Control system</i>
Control communication (CCC) between the OBE and roadside equipment	initiation of communication	receives the request	◄ initiates communication
<i>Compliance Check Communication</i>	sending of control data from the OBE to the roadside equipment via the DSRC	the OBE sends	► the roadside control equipment receives

interface

termination of communication accepts and terminates



terminates communication

2.2.3 MANUAL DATA EXCHANGE PROCEDURES

Manually arranged data exchange means the transmission of data files or electronic documents by staff through various channels, such as e-mail messages delivered to the designated address of the Toll Collection Administrator and/or the EETS Provider, or the direct transmission of data on a suitable physical medium.

Table 3 - Manual data exchange procedures between the EETS Provider and the Toll Collection Administrator

Data type	Content Form	EETS Provider		Toll Collection Administrator
Contextual data - list of SRS	list of SRS CSV file - table with separators	being received	◀	sends as required
Contextual data - Toll calculation method, Toll Rate amount and Toll Rate Discount system	legal regulation PDF document	being received	◀	sends as required
Qualitative parameters, KPI and SLA	KPI report and SLA evaluation PDF document	being received	◀	periodically sent once a Month, no later than the 25th day of the following month
	statement on the KPI report and SLA assessment PDF document	sends no later than 5 working days after delivery	▶	being received
EETS Operation Report	operational events and malfunctions relevant to the quality of EETS services, statement of the number of OBEs in active operation, statement of complaints, other facts PDF document	periodically sends, once a Month (weekly in the Trial Operation), no later than the 15th day of the following Month (in Trial Operation no later than the next working day after the end of the calendar week)	▶	being received
Notification of calculated amount of Remuneration	the amount of Monthly Remuneration calculated in accordance with Article 7.5 of the EETS Contract (basis for invoicing Remuneration) PDF document	being received	◀	periodically sent, once a Month, no later than the 5th day of the end of the Month
Objects ensuring trust	certificates, public keys, DSRC keys, etc. for authentication, signing and/or encryption of data exchanges	being received	◀	submits as required*

<i>Data type</i>	<i>Content</i>	<i>EETS Provider</i>	<i>Toll Collection Administrator</i>
	<i>Form</i>		
	binary file		
	certificates, public keys, DSRC keys, etc. for authentication, signing and/or encryption of data exchanges	submits as required*	being received
	binary file		

* The exchange of Trust Objects shall normally take place after the conclusion of the EETS Contract and before the introduction of a new EETS Provider into the ETC system, for the purpose of EETS Provider Accreditation tests, the exchange of "test" Trust Objects with temporary validity shall normally take place after the conclusion of the Future EETS Contract.

2.2.4 SENDING INVOICES IN ELECTRONIC FORM

Invoices are primarily sent in electronic form as PDF/A documents issued in accordance with the VAT Act³ or bearing an electronic signature based on a qualified certificate within the meaning of Act No. 272/2016 Coll. on trust services for electronic transactions in the internal market and on amendment and supplementation of certain acts (Act on Trust Services), as amended (hereinafter referred to as an "**Electronic Invoice**"). The hard copy of the invoice may, by agreement of the parties, be sent simultaneously by letter post.

- The Toll Collection Administrator shall issue and send Electronic Invoices to the EETS Provider: always by electronic mail to the designated address of the EETS Provider,
- if mutually agreed, simultaneously in paper form to the contact address of the EETS Provider specified in the EETS Contract.

The EETS Provider issues and sends the following to the Toll Collection Administrator:

- electronic invoices by electronic mail to the designated address of the Toll Collection Administrator, or
- if mutually agreed, also simultaneously in paper form by post to the contact address of the Toll Collection Administrator specified in the EETS Contract.

The method of delivery of invoices between the EETS Provider and the Toll Collection Administrator shall be agreed upon when concluding the EETS Contract.

Table 4 - Electronic invoices exchange procedures between the EETS Provider and the Toll Collection Administrator

<i>Data type</i>	<i>Content</i>	<i>EETS Provider</i>	<i>Toll Collection Administrator</i>
	<i>Form</i>		
Aggregate Toll Invoice	Aggregate Toll Electronic invoice + documentary form (if agreed)	being received	◀ sends regularly, usually within 5 calendar days after the end of the Billing Period
EETS Provider Remuneration Invoice	EETS Provider Remuneration Electronic invoice + documentary form (if agreed)	sent on a regular Monthly basis on the basis of a notification of the calculated amount of Remuneration by the Toll	▶ being received

³ Act No. 222/2004 Coll. on Value Added Tax, as amended

<i>Data type</i>	<i>Content Form</i>	<i>EETS Provider</i>	<i>Toll Collection Administrator</i>
		Collection Administrator	
Invoice of fees / extra costs for Accreditation / other costs	fees and extra costs for Accreditation, other costs Electronic invoice + documentary form (if agreed)	being received	◀ sends as required

2.2.5 SERVICE LEVEL AGREEMENT (SLA)

The service level from the EETS Provider is measured by Key Performance Indicators (KPIs). For each Key Performance Indicator, there are set limit values, so called SLA (*Service Level Agreement*) parameters, which the EETS Provider is obliged to comply with.

Compliance with the prescribed SLA values shall be evaluated by the Toll Collection Administrator retrospectively for the Monthly Period, unless otherwise specified in Annex [13] "Quality parameters for the provision of EETS".

Table 5 - Overview of Key Performance Indicators and SLA parameters

<i>KPI</i>	<i>Key Performance Indicator</i>	<i>Prescribed SLA value</i>
E.1	Proportion of delayed position data	<p>1. 90% of the position data elements of vehicles currently passing along the SRS shall be received for processing in the ETC system within 30 minutes from the time of their recording in the OBE.</p> <p>2. 98% of the data elements of all vehicle location data that passed through the SRS during the 10-day Billing Period must be received for processing by the ETC system within 24 hours of the end of the Billing Period.</p> <p>The evaluation shall be performed together for three Billing Periods that fall within the given Month, after 60 calendar days have passed since its end.</p> <p>The calculation base (100%) shall include all data elements falling within the Monthly Period being assessed that were received by the ETC system for processing with a delay of no more than 60 calendar days from the end of the assessed Monthly Period.</p>
E.2	Incorrectly charged Toll	<p>The maximum value of the proportion of incorrectly charged Tolls is 0.05% of the total Toll collection in the Month in which the decision on justified Toll claim was made (<i>false-positive</i>).</p> <p>An incorrectly or unjustifiably collected Toll means an amount which the Toll Collection Administrator has duly collected to the EETS Provider on the basis of the Toll Declaration submitted by the EETS Provider and which the Toll Collection Administrator has subsequently had to transfer (credit) to the EETS User and/or the EETS Provider on the basis of a decision on an justified Toll claim.</p>
E.3	Unreported Toll	<p>The maximum value of the proportion of unreported Tolls is 0.5% in relation to the total Toll collection for the assessed Month (<i>false-negative</i>).</p> <p>In addition to the Tolls collected on the basis of duly processed Toll Declarations, the Toll Collection Administrator shall also include in the calculation base (100%), the so called Toll Recalculation, which the Toll Collection Administrator shall collect if it detects, by its own means (e.g. by</p>

KPI	Key Performance Indicator	Prescribed SLA value
		<p>means of CCTV footage from roadside control equipment), the movement of a vehicle on the SRS beyond the data reported by the EETS Provider in the Toll Declarations.</p> <p>The recalculated Toll resulting from incorrect variable vehicle data setting by a driver in the OBE (e.g., the "number of axles of the vehicle or train") is not used for the purpose of evaluating this KPI. In this case, it is a driver's violation and/or a Vehicle Operator's regulatory offense.</p>
E.4	Correctness of the OBE setting	<p>The maximum value of the share of OBEs with incorrectly set vehicle data (or vehicle registration data registered by the EETS Provider in the ETC system) in the total number of active OBEs is 0.1% of the total number of OBEs for which at least one Toll Transaction has been processed in the ETC system in the Monthly Period under review.</p> <p>The assessment shall be performed on the basis of data obtained within the framework of the inspection of vehicles and OBEs performed by the Toll Collection Administrator and the Police Force Authority.</p> <p>Incorrect setting of vehicle variable data in the OBE by the driver (e.g., "number of axles of vehicle or combination of vehicles") shall not be used for the purpose of evaluating this KPI. In this case, it is an offence by the driver and/or an administrative offence by the Vehicle Operator.</p>
E.5	Troubleshooting EETS errors and malfunctions	<p>1) Critical Errors / Critical Malfunctions:</p> <p>E.5.1 the time limit for the remedy of a Critical Error/Critical Malfunction shall be a maximum of 4 (four) hours from the time of notification by the Toll Collection Administrator</p> <p>2) Serious Errors / Serious Malfunctions:</p> <p>E.5.2 the time limit for the remedy of a Serious Error/Serious Malfunction shall be a maximum of 8 (eight) hours from the time of notification by the Toll Collection Administrator</p> <p>3) Other errors / Other malfunctions:</p> <p>E.5.3 The time limit for the remedy of the Other Error / Other Malfunction is no more than 30 (thirty) calendar days from the notification by the Toll Collection Administrator.</p>
E.6	Update to list of Toll Charged Vehicles (White-list)	96.5% of electronic data messages <i>ExceptionList (White-list)</i> must be sent to the ETC system through the electronic data interface within the specified time limit of 120 minutes from sending of the preceding electronic data message <i>ExceptionList (White-list)</i> .
E.7	Update to list of invalid OBEs (Black-list)	96.5% of electronic data messages <i>ExceptionList (Black-list)</i> must be sent to the ETC system through the electronic data interface within the specified time limit of 120 minutes from sending of the preceding electronic data message <i>ExceptionList (Black-list)</i> .

Failure to comply with the binding SLA parameters entitles the Toll Collection Administrator to apply contractual penalties according to Article 19 of the EETS Contract [11].

The Toll Collection Administrator is authorized to unilaterally change the Key Performance Indicators (KPI) and prescribed SLA values in justified cases.

Further details are regulated in the Annex [13] "Quality Parameters for the provision of EETS".

2.3 INVOICING POLICY

2.3.1 DETAILED TOLL BILLING

The Toll Collection Administrator shall process detailed Toll billing on a daily basis based on the data submitted by the Provider in electronic form of the Toll Declarations via the data interface of the *Back-office* of the EETS Provider and the ETC system of the Toll Collection Administrator. The EETS Provider shall send position data in the form of Toll Declarations to the Toll Collection Administrator in continuous operation within 30 (thirty) minutes from the vehicle's passage through a specific point recorded by the OBE.

Detailed Toll billing contains a file of Toll Transactions, and in particular the following data: identification of the Toll Charged Vehicle, identification of the OBE, date and time of passing the SRS, identification of the SRS, current classification of the Toll Charged Vehicle for determining the Toll Rate, the Toll collected, Discount granted, VAT, and other data, for details see Annex No. [22].

The Toll Collection Administrator shall process detailed Toll Billing in continuous operation at least once a day and send it to the EETS Provider for checking and further processing. The EETS Provider shall check syntax and semantics of the sent data message containing a detailed billing Toll, and electronically confirm its accuracy to the Toll Collection Administrator or reject the data message with a reason. Subsequently, he/she can carry out a substantive check of the correctness of the detailed Toll billing and, if necessary, apply, within the time limit according to Art. 2.3.3 point 3 below, they shall apply a claim to the Toll Collection Administrator for the correctness of the detailed Toll Billing through the support office of the Toll Collection Administrator (contact details - see Annex No. 3 of the EETS Contract).

Detailed Toll Billing shall be denominated in Euros.

2.3.2 BILLING PERIOD

The Billing (invoicing) Period of the Aggregate Toll is made up of ten day periods within the Month. The Month is divided into three Billing Periods, which successively include:

1. the first (1st) to the tenth (10th) day of the Month,
2. the eleventh (11th) to the twentieth (20th) day of the Month,
3. the twenty-first (21st) to the last (30th, 31st, 28th/29th) day of the Month.

2.3.3 BILLING OF THE AGGREGATE TOLL

The Toll Collection Administrator shall settle the Aggregate Toll on the basis of a summary of detailed Toll billing that falls within the relevant Billing Period and were sent to the EETS Provider for checking according to Art. 2.3.1 above.

When billing the Aggregate Toll, the Toll Collection Administrator shall take into account also any claims for one-off settlement of Discounts granted and shall issue a credit note in accordance with Art. 2.1.4 f) nad.

The Toll Collection Administrator shall process the Aggregate Toll Billing within the time limits set out in the schedule below:

1. The due date for delivery of late Toll Declarations by the EETS Provider into the ETC system of the Toll Collection Administrator: no later than **24 (twenty-four) hours** after the end of the Billing Period, enough positional data must be received to process 98 (ninety-eight) % of the Toll Transactions falling within the Billing Period.
2. The due date for the processing of Toll Transactions of the last detailed Toll Billing by the Toll Collection Administrator and its transmission to the EETS Provider: no later than **48 (forty-eight) hours** after the end of the Billing Period.

3. The due date for the EETS Provider to submit a claim for Toll Transactions received from the Toll Collection Administrator: no later than **72 (seventy-two) hours** after the end of the Billing Period.
4. The due date for the Toll Collection Administrator to settle a Toll Transaction claim: no later **than 96 (ninety-six) hours** after the end of the Billing Period.

All of the above-mentioned operations are performed in continuous operation.

In addition, the Toll Collection Administrator shall also include any Toll Transactions from previous Billing Periods not yet billed in the billing of the Aggregate Toll, according to specific regulations (in particular the VAT Act), processed on the basis of Toll Declaration data which are received by the Toll Collection Administrator for processing with a delay exceeding the time limit referred to in point 1 above. If required under the VAT Act, the Toll Collection Administrator shall issue a separate invoice in the next Billing Period for the Toll Transactions not yet billed for from previous Billing Periods in accordance with the VAT Act.

A claim against the correctness of the detailed Toll and/or Aggregate Toll Billing shall not have a suspensive effect in relation to the obligation of the EETS Provider to pay the Aggregate Toll into the account of the Toll Collection Administrator in the prescribed amount.

Aggregate Toll Billing shall be denominated in Euros.

2.3.4 ISSUING A AGGREGATE TOLL INVOICE

The Toll Collection Administrator shall issue an invoice to the EETS Provider for the billing of the Aggregate Toll, containing all the elements according to the Legislation and in accordance with Art. 2.2.4 above.

The Toll Collection Administrator shall issue a Aggregate Toll invoice usually 5 (five) days after the end of the Billing Period.

Aggregate Toll invoices shall be prepared in Euro currency.

2.4 PAYMENT POLICY

2.4.1 DUE DATES

Unless otherwise agreed with the EETS Provider in the EETS Forward Contract and/or the EETS Contract, the following due dates shall apply.

The due date for the payment of the Aggregate Toll invoice is 14 (fourteen) calendar days and starts from the issue date of the invoice.

The invoice due date for the payment of the EETS Provider Remuneration shall be twenty-one (21) calendar days and shall commence from the date of delivery of the invoice to the Toll Collection Administrator.

The due date for the payment of the Accreditation fees is 14 (fourteen) calendar days and starts from the issue date of the invoice.

The due date for other payments shall be thirty (30) calendar days, unless otherwise expressly provided for in a specific case. The due date for other invoices shall start from the date of delivery of the invoice to the Toll Collection Administrator or the EETS Provider, whichever is relevant in the specific case.

All payments are to be made in Euros.

2.4.2 CONSEQUENCES OF LATE PAYMENT OF AN INVOICE

Starting on the fourth (4th) calendar day after the due date of the Aggregate Toll invoice according to Art. 2.4.1 above, the Toll Collection Administrator shall immediately and simultaneously temporarily block the EETS Provider, collect an

extraordinary Toll for all pending and unbilled Billing Periods up to the moment of blocking the EETS Provider and issue an extraordinary invoice accordingly.

The Toll Collection Administrator shall be entitled to satisfy all due and unpaid claims (overdue invoices, contractual penalties and extraordinary invoices as well as compensation for demonstrable damage caused by blocking the EETS Provider) together with the relevant additional amounts from Collateral, for more details, see Art. 2.6.2 below.

After blocking the EETS Provider, the drivers of the relevant Toll Charged Vehicles are therefore obliged to register the Toll Charged Vehicle either directly with the Toll Collection Administrator or another entity authorized to provide EETS in the EETS Domain and subsequently to pay Tolls directly to the Toll Collection Administrator or through the said entity in the manner set out in the General Terms and Conditions of Electronic Toll Collection of the Toll Collection Administrator or another entity authorized to provide EETS in the EETS Domain, prior to further movement on Specified Road Sections. The EETS Provider shall therefore immediately inform the EETS User on the blocking of the EETS Provider and its consequences. The EETS Provider shall instruct EETS Users on their obligations in connection with the blocking of the EETS Provider and to the extent as set out in this Art. 2.4.2 above of the EETS Contract, shall also regulate these obligations of EETS Users in its General Terms and Conditions of Electronic Toll Collection. This is without prejudice to the right of the Toll Collection Administrator to claim additional costs and damages against the EETS Provider caused by the blocking of the EETS Provider as a consequence of the delay in payment of the invoice.

For details see Article 12 of the EETS Contract [11].

2.5 CONCILIATION BODY

The conciliation body is the Conciliation Board appointed by the Minister of Transport of the Slovak Republic. The scope of rights and obligations is regulated by §18 of the Toll Collection Act. The Conciliation Board assesses disputes and issues opinions on the dispute in accordance with the procedure set out in §19 of the Toll Collection Act.

Administrative, organizational and technical support for the activities of the Conciliation Board shall be provided by the Secretary of the Conciliation Board, appointed in accordance with §18 (8) of the Toll Collection Act. The Secretary of the Conciliation Board shall not be a member of the Conciliation Board.

The Secretary of the Conciliation Board can be contacted in writing at the addresses below and by telephone during working hours:

Mgr. Tomáš Pšenka
Secretary of the Conciliation Board
Námestie slobody č. 6
P. O. Box 100
810 05 Bratislava
Slovak Republic
E-mail: spoplatnenie@mindop.sk
Tel.: +421 2 594 94 111 (operator)
+421 2 594 94 635

2.6 TERMS AND CONDITIONS

The terms and conditions for the provision of EETS not regulated by the EETS Domain Statement are regulated in detail in the EETS Contract, a binding model of which can be found in Annex No. [11] of this EETS Domain Statement.

2.6.1 FEES RELATED TO EETS PROVIDERS

Fees related to EETS Providers include:

1. Fees for Accreditation, which are divided into:
 - a) the basic fee for the Accreditation of the EETS Provider, a fixed amount, payable in one lump sum upon conclusion of the Future EETS Contract,
 - b) the fee for the assessment of the suitability of an OBE for use, a variable amount based on the number of OBE types/factory brands to be assessed, payable in a lump sum upon conclusion of the Future EETS Contract,
 - c) additional supplements to the Accreditation fee to be paid by the EETS Provider in case a certain stage of the Accreditation procedure is unsuccessful due to reasons on the part of the EETS Provider which needs to be repeated for the successful completion of the Accreditation procedure, including
 - i. a fee for the reassessment of the Technical and Operational Concept,
 - ii. a fee for repeating Individual Tests per 1 type/brand of the OBE,
 - iii. a fee for repeating Individual Tests of the Back-office Interface of the EETS Provider,
 - iv. a fee for repeating the Comprehensive Tests of the EETS Provider (E2E Business Process Tests),
 - v. a fee for repeating Pilot Operation of the EETS Provider.
2. Payments for technical assistance services provided by the Toll Collection Administrator to the EETS Provider at the explicit request of the Toll Collection Administrator.

The relevant fees and charges shall be paid by the EETS Provider to the Toll Collection Administrator on the basis of an invoice issued by the Toll Collection Administrator. In this case, the due date for the payment of invoices shall be 14 (fourteen) calendar days and shall commence from the issue date of the invoice, unless otherwise agreed in the Future EETS Contract and/or the EETS Contract.

The Toll Collection Administrator is entitled to reasonably change the amount of a fee unilaterally, supplement the Schedule of Charges with individual chargeable acts and activities, or to remove these chargeable acts and activities from the Schedule of Charges.

The Schedule of Charges is in Annex No. [6] of this EETS Domain Statement.

2.6.2 COLLATERAL, BANK GUARANTEE

While performing the EETS Contract, the EETS Provider is obliged to establish and provide the Toll Collection Administrator with Collateral for compliance with the contractual terms and conditions of the EETS Contract at their expense. Such Collateral shall take the form of a bank guarantee or equivalent financial instrument.

The EETS Provider shall submit to the Toll Collection Administrator the original bank guarantee document issued in accordance with the provisions of the Legal Regulations by a bank that meets the requirements specified in this Article of the EETS Domain Statement, in favor of the Toll Collection Administrator as the sole beneficiary. The bank guarantee must be issued in Euros. The bank guarantee must be issued as irrevocable and unconditional, with the bank undertaking to perform without objection and at the first request of the Toll Collection Administrator. A template of the bank guarantee is in Annex No. [12] to the EETS Domain Statement.

The required amount of the Collateral shall be determined on the basis of the average Monthly Toll Collection, determined on the basis of the actual Monthly Toll Collection for the previous twelve (12) Months of the EETS provision, with the average value of the Monthly Toll Collection for the past twelve (12) Months of EETS provision being applied.

The required amount of the Collateral for the first twelve (12) Months of EETS provision shall be determined on the basis of the planned Monthly Toll Collection in accordance with the business plan of the EETS Provider[201], approved by the Toll Collection Administrator, see also Article 3.5 below.

The Toll Collection Administrator shall regularly check the adequacy of the amount of Collateral in relation to actual monthly Toll collections on a monthly basis and, in case of detection of insufficiency of the Collateral, may, at any time, call upon the EETS Provider to increase the same, which the EETS Provider shall be obliged to do within 30 (thirty) calendar days at the latest, and to submit the the original of the Collateral issued by the bank which meets the requirements set out in this Article of the EETS Domain Statement.to the Toll Collection Administrator within the aforementioned time limit. The foregoing shall also apply mutatis mutandis if the Collateral is found to be unreasonably high. The EETS Provider is entitled to ask the Toll Collection Administrator to reduce the amount of the bank guarantee (e.g. if the anticipated Toll is not collected) in justified cases, and the Toll Collection Administrator will assess the request within 14 (fourteen) calendar days and may approve the request in justified cases.

The Toll Collection Administrator is entitled to apply an indexation of the minimum Collateral amount requirements depending on the adjustment of the Toll Rates established by the relevant Legislation. An index determined as the ratio of the weighted average Toll Rate applicable for the new period to the weighted average Toll Rate applicable for the previous period shall be used to adjust the minimum amount of Collateral required in the new period. The EETS Provider shall always adjust the amount of the Collateral within thirty (30) calendar days of the Toll Collection Administrator's notification of the new amount and shall also submit to the Toll Collection Administrator within the aforementioned period the original guarantee document that meets the requirements set out in this Article of the EETS Domain Statement.

Only a bank that (cumulatively) meets the following shall be considered the bank meeting the parameters required for issuing any bank guarantee or renewing such bank guarantee:

- a) is based in the European Union,
- b) has a valid permit to operate in the territory of a member state of the European Union as a bank and
- c) has a current long-term deposit rating of A2 or higher from Moody's agency or a rating of A or higher from Standard & Poor's agency, or equivalent ratings with these ratings.

The EETS Provider is entitled to present a joint bank guarantee of several banks, but in that case all such banks must meet the conditions stated in the paragraph above and all banks must be jointly and severally bound by the bank guarantee to the Toll Collection Administrator.

The bank guarantee must be maintained valid and effective throughout the entire term of the EETS Contract and even after the termination of the EETS Contract until the complete settlement of all and any EETS Provider's obligations arising from the EETS Contract. The bank guarantee must always be issued for at least twelve (12) Months, while the first bank guarantee must be issued for at least twelve (12) Months. The bank guarantee must be repeatedly renewed or reissued under the same conditions, and always for at least twelve (12) Months. The EETS Provider undertakes to submit a new, renewed or modified (as for the amount) bank guarantee to the Toll Collection Administrator no later than thirty (30) calendar days before the expiry of the preceding bank guarantee. The new (or renewed or modified) bank guarantee must always meet all the conditions specified in this Article of the EETS Domain Statement. When extending the bank guarantee, there must not be a moment when valid and effective bank guarantee is not issued in favor of the Toll Collection Administrator. If the validity of the existing bank guarantee is set to expire within less than thirty (30) calendar days, and the EETS Provider fails to provide a new or extended bank guarantee in accordance with the conditions stated in this Article of the EETS Domain Statement, the Toll Collection Administrator is entitled to draw the entire amount of the Collateral from the bank guarantee, or any portion thereof, and withhold and utilize the drawn funds as financial security to secure the fulfillment of all and any EETS Provider's obligations arising from the EETS Contract or in connection with it, until new or extended bank guarantee is delivered to the Toll Collection Administrator.

The Toll Collection Administrator is entitled to enforce the Collateral in the event that the EETS Provider fails to settle the invoiced Aggregate Toll to the Toll Collection Administrator within three (3) calendar days after the due date and/or

fails to pay the invoiced contractual penalty and/or the invoiced claim for damages according to the EETS Contract within three (3) calendar days after the due date, or fails to make any other EETS Provider's payment according to the EETS Contract and the EETS Domain Statement.

The bank guarantee or equivalent financial instrument must entail the obligation of the bank or other provider of an equivalent financial instrument to pay the requested amount to the Toll Collection Administrator up to the guaranteed amount, upon the Toll Collection Administrator's submission of a written request for payment of the respective amount to the bank and/or other provider of an equivalent financial instrument, signed by a person authorized to act on behalf of the Toll Collection Administrator, with the authenticity of the signature duly certified. The written request must contain at least the following:

- a) identification of the Toll Collection Administrator, EETS Provider, EETS Contract and bank guarantee/equivalent financial instrument,
- b) specification of the amount of the Toll Collection Administrator's claim and the legal title of such claim, including a reference to the relevant provision of the EETS Contract or the EETS Domain Statement which the claim arises from,
- c) the specific reason for the claim.

The EETS Provider undertakes to ensure the issuance of a new or renewed Collateral corresponding to this Article of the EETS Domain Statement, in the amount specified above and issued by the bank in accordance with the above, even repeatedly, issued each time for a period of twelve (12) Months, and to submit it to the Toll Collection Administrator also in the event that the current Collateral is used up or partially used up, within 30 (thirty) calendar days of the use up or partial use up.

The Toll Collection Administrator is required to return to the EETS Provider any bank guarantee (guarantee document) upon presentation of a new or renewed bank guarantee (guarantee document) corresponding to this Article of the EETS Domain Statement, and if the Toll Collection Administrator exercised the right to receive payment under the bank guarantee before that date, then within 10 (ten) calendar days after the day of receiving the relevant payment, which exhausts the entire amount which the bank guarantee was issued for. The Toll Collection Administrator is also required to return the bank guarantee (guarantee document) to the EETS Provider no later than 60 (sixty) calendar days after the termination date of the EETS Contract, and if the Toll Collection Administrator exercised the right to receive payment under the bank guarantee before that date, then within 60 (sixty) calendar days after the day of receiving the relevant payment.

The Toll Collection Administrator can agree with the EETS Provider in writing during the term of the EETS Contract that they update or change the content of the Collateral, or replace it with Collateral from another Collateral provider. However, the updated or newly submitted Collateral must always meet the conditions of this Article of the EETS Domain Statement.

The EETS Provider is also entitled to submit Collateral in the form of a financial instrument equivalent to a bank guarantee. However, in such a case the prior written approval of the form and content of such Collateral by the Toll Collection Administrator is required. If the submission of the Collateral in the form of an equivalent financial instrument is approved by the Toll Collection Administrator, the provisions of this Article of the EETS Domain Statement regarding the bank guarantee apply appropriately also to the Collateral in the form of an equivalent financial instrument.

The EETS Provider is not entitled to reimbursement of the costs associated with the negotiation, issuance, modifications, and delivery of the Collateral, as well as its potential future renewal or maintenance.

2.6.3 INSURANCE

The EETS Provider is obliged to document and, during the term of the EETS Contract, to maintain insurance of their liability for damage caused to a third party in the course of their business activities, so that the total limit of insurance

coverage for one and all insurance claims is always in the amount corresponding to the total volume of Toll Collection performed by the EETS Provider in aggregate for the past twelve (12) Months, but at least in the sum of EUR 20 (twenty) million.

The total limit of insurance coverage for one or all insurance events during the first 12 (twelve) Months of EETS provision shall be determined based on the assumed annual Toll Collection volume according to the EETS Provider's business plan [201] approved by the Toll Collection Administrator, see also Article 3.5 pod, but no less than EUR 20 (twenty) million.

The Toll Collection Administrator shall regularly check, on a monthly basis, the adequacy of the insurance amount in relation to the actual Toll collection volume and, in case of any detection of insufficiency of the insurance coverage, may at any time call upon the EETS Provider to increase the same, which the EETS Provider shall be obliged to do within 30 (thirty) calendar days at the latest and also to submit to the Toll Collection Administrator within the aforementioned period the original insurance document issued by an insurance company that meets the requirements set out in this Article of the EETS Domain Statement. This also applies mutatis mutandis if the insurance is found to be unreasonably high.

The EETS Provider is obliged to ensure that the concluded insurance, including the additional insurances and the amounts of the limit of indemnity are fully applicable for the purpose of insurance claims against the Toll Collection Administrator.

No later than before signing the EETS Contract the EETS Provider is required to submit the original or officially certified copy of the concluded insurance contract, policy or confirmation from the relevant insurance company, or confirmation from an insurance broker proving the existence of insurance to the extent required in this Article of the EETS Domain Statement to the Toll Collection Administrator, and will be required to submit it after the expiry of twelve (12) Months after the start of provision of EETS and always after the expiry of every other twelve (12) Months after the start of provision of EETS and upon request at any time during the term of the EETS Contract, upon a request received from the Toll Collection Administrator, without undue delay. In the event that the total insurance coverage is exhausted during the term of the EETS Contract, the EETS Provider is required to provide the Toll Collection Administrator with any of the above documents proving conclusion of a new insurance contract or an addendum to the insurance contract with the same or higher limits of insurance coverage no later than within 10 (ten) working days.

The EETS Provider's insurance must be taken out with a reputable insurance company(ies), which has (have) the relevant permission to operate as an insurance company in the territory of a member state of the European Union.

2.6.4 REMUNERATION OF EETS PROVIDERS

The EETS Provider is entitled to remuneration for the provision of EETS according to §12 (12) of the Toll Collection Act. The Billing Period for the Remuneration of the EETS Provider is a Month. The Toll Collection Administrator shall calculate the amount of the Remuneration and communicate it to the EETS Provider within 5 (five) calendar days from the end of the Month, and if this day falls on a non-working day, on the first following working day. VAT shall be added to the calculated Remuneration at the statutory rate.

The invoice shall be payable within 21 (twenty-one) calendar days and shall commence from the date of delivery of the invoice to the Toll Collection Administrator, unless otherwise agreed in the EETS Contract.

The following scheme shall apply for the calculation of the Remuneration of the EETS Provider:

$$O(m) = 4.5\% \times M(m) + \text{EUR } 0.65 \times N(m)$$

where:

O(m) ... Remuneration of the EETS Provider per Month (m)

M(m) ... Toll credited to the bank account of the Toll Collection Administrator in the Month (m)

N(m) ... the number of active OBEs associated with the EETS Provider that participated in the collection of Tolls for the use of Specified Road Sections in the EETS Domain in the Month (m).

The EETS Provider's remuneration is not subject to subsequent adjustment (reduction) by the amount of Discounts, which were settled retroactively for kilometers traveled from the beginning of the calendar year to the moment of exceeding the set number of kilometers driven in the form of a credit note to the Aggregate Toll according to Sect. 2.1.4 f) nad).

The first component of the Remuneration calculation reflects customer services including billing and toll collection from the end customers of the EETS Provider, the second component of the Remuneration reflects the procurement and operation of OBEs. In view of the fact that:

- the EETS Provider shall operate simultaneously in more than one, but at least 4 (four) European countries,
- the EETS Provider shall operate interoperable OBEs that perform their function in all countries and EETS domains for which the EETS Provider has been accredited,
- the revenues of the EETS Provider from OBE operation services may consist of Remunerations paid by several Toll Authorities for the same period in parallel,
- the EETS Provider has the possibility to obtain additional revenues from the provision and/or operation of OBEs on the basis of commercial terms and conditions of contracts concluded with Vehicle Operators, including the provision of the so-called additional value-added services,
- the Principal Toll Service Provider has strictly limited possibilities to dispose of on-board units for the purpose of generating additional revenue beyond the contract concluded with the Toll Collection Administrator in accordance with the applicable Legislation, in particular the Public Procurement Act,

the Toll Collection Administrator shall apply a correction coefficient to the Remuneration of the EETS Provider for the operation of active OBEs so that the relevant rate in EUR/OBE and Month is equal to $\frac{1}{4}$ (one fourth) of the rate used to calculate the Remuneration of the Principal Toll Service Provider for the operation of active non-discriminatory OBE, the methodology for determining the Remuneration being the same for both EETS Providers and the Principal Toll Service Provider.

The EETS Provider is not entitled to Remuneration for the EETS Provider for operating active OBEs in the Month in which they were granted a variable remuneration for operating the same active OBEs when collecting Tolls based on a contract with the Principal Toll Service Provider, i.e. if the EETS Provider is also the Principal Toll Service Provider and in a certain Month operates the same active OBE also on the basis of a contract with the Principal Toll Service Provider, they are not entitled to Remuneration for operating active OBE according to the EETS Contract in that Month.

The percentage rate for calculating the 4.5% Remuneration is not subject to indexation. The calculation already takes into account the possible valorization of the Toll Rates.

The rate for the calculation of the Remuneration of 0.65 EUR/OBE and Month is subject to annual indexation depending on the annual price index for wireless telecommunication services published by the Statistical Office of the Slovak Republic (indicator J612, report "Index of prices of selected market services" [sp0104qs], Statistical Office of the Slovak Republic). For these purposes, the price index for wireless telecommunications services for Q4 (fourth quarter) of the respective Year compared to Q4 (fourth quarter) of the previous Year. This rate shall be adjusted each 1 March of the following Year for the following period.

The Toll Collection Administrator reserves the right to revise (change) the above-mentioned rates for the calculation of the Remuneration for the EETS Provider at any time at their discretion, including the alignment of the Remuneration of

the EETS Provider once the procurement process is completed and the contract with the Principal Toll Service Provider has entered into force as per Art. 2.6.5 below.

2.6.5 REMUNERATION OF THE PRINCIPAL TOLL SERVICE PROVIDER

The Principal Toll Service Provider is (or will be) active in the field of EETS. The Principal Toll Service Provider shall, on the basis of the mandate according to §12 (2) of the Toll Collection Act, fulfil specific obligations beyond the EETS, namely they are obliged to:

- a) build and operate payment points (distribution points) for the payment of tolls in cash, by bank transfer, by credit card or in any other way specified by the Toll Collection Administrator and to ensure their accessibility for persons with disabilities within the meaning of §12 (3) of the Toll Collection Act, and to ensure their permanent territorial and continuous accessibility for all Vehicle Operators and drivers, including occasional users of the Specified Road Sections,
- b) provide non-discriminatory on-board units in the network of distribution points under point a) above to all Vehicle Operators and drivers, including occasional users of Specified Road Sections, who request an on-board unit without delay (i.e., on site upon request) under the terms and conditions set by the Toll Collection Administrator in accordance with §7 of the Toll Collection Act.

The Principal Toll Service Provider shall be remunerated for the services provided according to a methodology that is applied in accordance with the principles of transparency, non-discrimination and equal treatment of all EETS Providers and/or Toll Service Providers as required by Article 7 of the Directive.

The Remuneration of the Principal Toll Service Provider contains the elements listed below under a) and b), which are identical to the elements of the Remuneration of the EETS Provider:

- a) a variable remuneration set at a percentage rate of the amount of Toll collected and credited to the bank account of the Toll Collection Administrator for the Month, using the same methodology and rate as applied for the calculation of the Remuneration of the EETS Provider,
- b) a variable remuneration for the active operation of OBEs for the purpose of collecting Toll for the use of Specified Road Sections (in the EETS Domain), using the base rate and the same methodology as applied for the calculation of the Remuneration of the EETS Provider; for the avoidance of doubt, we note that a reduced rate is used to calculate the Remuneration of the EETS Provider for the active operation of OBEs in the EETS Domain, as explained in Art. 2.6.4 above.

In addition to the above mentioned, the Remuneration of the Principal Toll Service Provider includes elements of remuneration for the performance of specific duties beyond the EETS, which are set out under c), d) and e) below:

- c) variable remuneration for the construction and operation of payment points, which are distribution points and distribution points at border crossing points, including related services within the scope and under the conditions determined by the Toll Collection Administrator and at unit prices determined on the basis of the result of a tender procedure under the Public Procurement Act,
- d) variable remuneration for the provision of non-discriminatory on-board units free of charge to occasional users of the Specified Road Sections, including the associated logistics services of the on-board units, to the extent and under the terms and conditions determined by the Toll Collection Administrator and at unit prices determined on the basis of the result of a tender procedure according to the Public Procurement Act,
- e) variable remuneration for additional services provided to the Toll Collection Administrator at their request in connection with the operation, changes and/or development of Electronic Toll Collection at unit prices determined on the basis of the result of a tender procedure according to the Public Procurement Act.

The Toll Collection Administrator plans to procure the services of the Principal Toll Service Provider by way of a tender procedure under the Public Procurement Act. The price of the contract in question is clearly and precisely structured in

such a way that the price for services that are identical to those of the EETS Providers can be unquestionably separated. The methodology for calculating the sub-price for these services of the Principal Toll Service Provider, which are identical to the services of EETS Providers, is based on the same principles as the methodology for determining the Remuneration of the EETS Provider.

The Toll Collection Administrator shall, upon completion of the procurement process and entry into force of the relevant contract with the Principal Toll Service Provider, publish the rates or unit prices of the services of the Principal Toll Service Provider relevant in relation to the methodology for determining the Remuneration of the EETS Provider and shall bring the methodology into line with them.

2.6.6 EETS PROVISION FAILURES AND OBE MALFUNCTIONS ON THE SIDE OF THE EETS PROVIDER

In the event of malfunctions resulting in the failure of EETS provision, the Toll Collection Administrator is entitled to proceed reasonably according to Sect. 6 Toll Collection Act and to calculate the Aggregate Toll for the EETS Provider in an alternative way. In the event of malfunctions resulting in the failure of EETS provision for a period longer than 24 (twenty-four) hours from the occurrence of the malfunction, the EETS Users and/or drivers of Toll Charged Vehicles that move or are supposed to move in the EETS Domain must register the Toll Charged Vehicle either directly with the Toll Collection Administrator or another entity authorized to provide EETS in the EETS Domain and then pay the Toll directly to the Toll Collection Administrator or through that entity. The EETS User and/or the driver of a Toll Charged Vehicle is required to fulfill the above obligation without delay, no later than within 2 (two) calendar days from the day on which the malfunction occurred. The EETS Provider is required to inform the EETS Users about the EETS failure and its consequences continuously without delay. The EETS Provider is required to instruct the EETS Users about their obligations in connection with EETS provision failure and to the extent set forth in this Art. 2.6.6 above, to modify the EETS Users' obligations also in their general terms and conditions for electronic toll collection. This shall not affect the Toll Collection Administrator's right to claim additional demonstrably incurred costs and demonstrably incurred damages against the EETS Provider arising from the EETS provision failure.

In the event of a EETS provision failure, the Toll Collection Administrator and the EETS Provider undertake, without undue delay after the start of the EETS provision failure, to discuss the implementation of appropriate measures to prevent damage caused by the EETS provision failure and to eliminate duplicate Toll billing, which shall be binding for the Toll Collection Administrator and the EETS Provider.

In the event of malfunctions that result in non-functionality of the OBE provided by the EETS Provider during the use of the Specified Road Sections by the EETS User, in order to drive to the nearest contact or distribution point of the EETS Provider or the Toll Collection Administrator in the territory of the Slovak Republic, where the EETS User will have the OBE replaced / will be provided with an OBU, before the travel the EETS Provider is required to contact the customer line of the Toll Collection Administrator and provide the necessary data at least to the extent of the identification of the Toll Charged Vehicle, the route and the time of travel on the Specified Road Sections; Based on the Toll Collection Administrator's notification, the EETS Provider will allow the EETS User to drive on the Specified Road Sections, not considering such usage of the Specified Road Sections a violation of the EETS User's obligation, i.e. use of the Specified Road Sections without Toll payment; this shall not affect the EETS Provider's obligation to pay the Recalculated Toll to the Toll Collection Administrator for the EETS User's travel on the Specified Road Sections.

3 ACCREDITATION OF THE EETS PROVIDER

The purpose of the Accreditation is to ensure the check of the suitability of the Interoperability Constituents for use in the EETS Domain in the Slovak Republic. A uniform, predetermined and published accreditation procedure creates a level and transparent playing field for fair access to the market and ensures the necessary level of service. Once the Accreditation of the EETS Provider has been completed and the EETS Contract between the Toll Collection Administrator and the EETS Provider has been concluded, the Trial Operation can be started and then the EETS operation can start. A binding model EETS Contract is attached as Annex No. [11] to this EETS Domain Statement.

3.1 ACCREDITATION PROCEDURE

An overview of the main steps of the Accreditation procedure and the subsequent Trial Operation and Regular Operation of EETS is shown in the diagram below. The Accreditation procedure shall start with the submission of the Application for Accreditation on the prescribed form, the binding model of which is in Annex No. [5] of the EETS Domain Statement, and shall end with the conclusion of an EETS Contract [11] and its entry into force with its publication in the CRS.

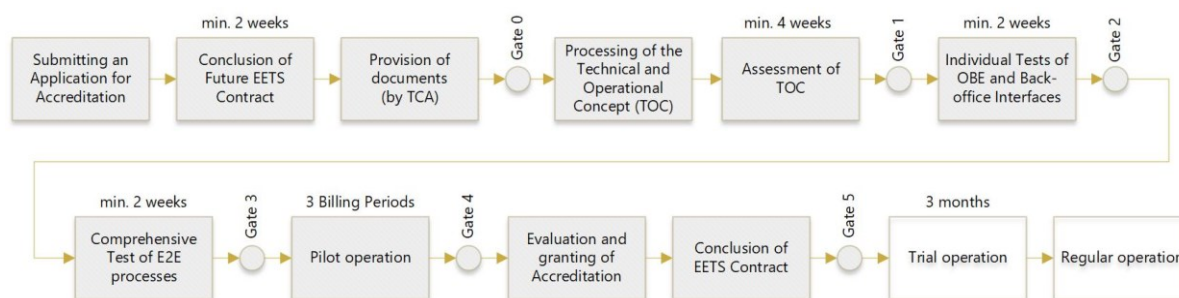


Fig. 1 - Main Steps of the Accreditation, Trial Operation and Regular Operation

The entire Accreditation procedure is divided into stages according to major milestones, designated as Gate 0 to Gate 5. The principle is that until the conditions of a given milestone have been met, the steps of the next stage cannot be continued. The milestones thus serve as essential checkpoints to evaluate the progress and success of the Accreditation procedure. The attached time data means the minimum prescribed duration of a given step, if specified for that step.

- **Gate 0** is linked to the conclusion of the Future EETS Contract and the payment of the Accreditation Fee,
- **Gate 1** means that the Technical and Operational Concept developed and submitted by the EETS Provider has been reviewed and accepted by the Toll Collection Administrator,
- **Gate 2** means that the
 - OBE Individual Tests, Gate 2a,
 - Individual testing of the Back-office interface of the EETS Provider, Gate 2b,
 have been successfully performed,

and the Individual test results have been accepted by the Toll Collection Administrator,
- **Gate 3** is associated with successful completion of the Comprehensive Test,
- **Gate 4** signifies the successful completion of Pilot Operation and the acceptance of the results of the Pilot Operation by the Toll Collection Administrator,
- **Gate 5** is reached when all the conditions to be eligible to provide EETS are met, namely
 - the check on the suitability of the Interoperability Constituents for use has been successfully performed and completed (passing Gate 0 to Gate 4),

- the EETS Provider has submitted to the Toll Collection Administrator the documents proving the conclusion of the insurance and establishment of the Collateral,
- the EETS Provider is registered in the Register of Public Sector Partners,
- the Toll Collection Administrator has concluded the EETS Contract with the EETS Provider,
- the concluded EETS Contract entered into force upon publication in the CRS.

Upon completion of the Accreditation procedure (fulfilment of the conditions for Gate 5), the Toll Collection Administrator shall issue an Instruction for start of provision of EETS to the EETS Provider to commence the provision of EETS within a period of no later than 5 (five) working days from the entry into force of the EETS Contract.

The Toll Collection Administrator is entitled to an Accreditation fee in accordance with the Schedule of Charges. The Schedule of Charges is in Annex No. [6] of this EETS Domain Statement. In case it is necessary to repeat a certain step of the Accreditation procedure due to reasons on the part of the EETS Provider, the Toll Collection Administrator shall be entitled to an additional payment to an Accreditation fee for repeating the step according to the Schedule of Charges [6]. If the implementation of the Accreditation procedure has caused extra work on the part of the Toll Collection Administrator due to the reasons on the part of the EETS Provider, the Toll Collection Administrator shall invoice the EETS Provider for the additional costs associated therewith with a surcharge of 15 (fifteen) % to cover the expenses of the Toll Collection Administrator for securing, managing, and coordinating the extra work.

3.2 APPLICATION FOR ACCREDITATION

The Applicant shall submit the Application for Accreditation to the Toll Collection Administrator on a form to be filled in according to this binding template. A binding template for the Application for Accreditation is in Annex No. [5] of this EETS Domain Statement. The application shall contain the identification data of the Applicant at least in the scope of the data in accordance with the form according to the binding model [5], the prescribed mandatory annexes and shall be signed by the statutory representative of the Applicant or another person authorized to act for the Applicant. The Applicant shall prove the authority of the signatory to act on behalf of the Applicant by a relevant official or officially certified document in an annex to the application. The Application for Accreditation and any and all annexes thereto shall be drawn up in the Slovak or Czech languages, or officially translated into the Slovak or Czech languages; they shall be submitted as originals or officially certified copies. Documents issued by countries where this is provided for in the relevant Legislation shall be certified with an apostille.

The Applicant shall attach the annexes listed below to the Application for Accreditation:

1. **Extract from the Commercial Register** or similar register of economic entities. The document must not be older than 90 (ninety) days from its issue.
2. **Extract from the Register of EETS Providers** - a current extract of the Applicant's data from the Register of EETS Providers as proof of registration according to Article 4 of the Directive or another similar document proving the valid registration according to Art. 4 of the Directive.
3. Documents demonstrating the **financial and economic status** of the Applicant, e.g., annual reports or other equivalent documents, containing financial statements for the last 3 (three) years or for the proportionate length of time the activity has been in operation. If the statements are in a currency other than EUR, the Applicant shall convert the total turnover for each completed year into EUR. For the conversion, the Applicant shall use the average annual exchange rate of the other currency for the relevant calendar year published by the European Central Bank.
4. **Management system certificates** - internationally recognized management system certificates, if the Applicant has them, but at least the quality management system certificate according to EN ISO 9001, and e.g., environmental management ISO 14000, IT service management ISO 20000, information security management ISO 27001, and others.

5. **EC Declaration of Conformity** issued for each type/model of OBE that the EETS Provider has at its disposal and that are to be subject to verification of the suitability of the OBE in the framework of the Accreditation procedure. The EC declaration of Conformity shall be issued by a notified body authorized to assess the conformity of the interoperability Constituents according to Article 19 (1) of the Directive.
6. **Power of Attorney** (if applicable) - an officially certified document proving the authority of the person who signed the Application for Accreditation on behalf of the EETS Provider, if the signatory is not a statutory body of the company.
7. **Expected schedule** - this is a preliminary schedule for the Accreditation, prepared by the Applicant in accordance with the conditions set out in Annex No. [4] of the EETS Domain Statement.
8. **Other** - other annexes at the discretion of the Applicant, not listed above.

The Toll Collection Administrator shall acknowledge receipt of the Application for Accreditation in writing to the Applicant. The Toll Collection Administrator shall perform a formal and substantive check of the Application for Accreditation and, if they find any discrepancies, shall invite the Applicant to resolve them or to complete the Application for Accreditation. In the event that the irregularities cannot be rectified within 14 (fourteen) days of the submission of the Application for Accreditation, the Toll Collection Administrator shall terminate the accreditation procedure, defer the Application for Accreditation and notify the Applicant in writing. Once the Application for Accreditation has been deferred *ad acta*, a complete new Application for Accreditation on the form according to the mandatory template [5] with the required data and annexes is required to start the Accreditation procedure again.

3.3 SCHEDULE

The Applicant shall attach to the Application for Accreditation their expected schedule prepared according to the model framework schedule. A template of the indicative schedule is provided in Annex No. [4] of this EETS Domain Statement. The Applicant shall detail in the schedule the anticipated time requirements, in particular for (i) the development of the Technical and Operational Concept and (ii) its internal technological preparation for the start of the tests. The Applicant is required to follow these principles in preparing the expected schedule:

1. to maintain the minimum structure, sequence and continuity of the tasks set out in the model outline schedule [4]; this is without prejudice to the right of the Applicant to extend the schedule to include other tasks which it considers appropriate and/or necessary to achieve the objectives,
2. to maintain the minimum duration of certain tasks, which are marked in yellow in the model schedule, which the Applicant may not shorten,
3. not to exceed the maximum deadline for the processing and submission of the Technical and Operational Concept, which is 6 (six) weeks from the effective date of the Future EETS Contract,
4. not to exceed the deadline for completing the Accreditation procedure, which is a maximum of 12 (twelve) Months after the effective date of the Future EETS Contract,
5. subject to the compliance with the conditions under Sections 2 to 4 above, the Applicant has no other restrictions when developing the expected schedule.

The Toll Collection Administrator shall check the Applicant's expected schedule within the assessment of the Application for Accreditation in terms of compliance with the conditions as per Sections 1 to 4 above.

The schedule has a non-binding informative nature, which serves the Toll Collection Administrator as a preparation for organization of the tests of the Interoperability Constituents and for determining the order of the particular EETS Providers when taking the tests of the Interoperability Constituents, especially if the tests are to be taken simultaneously for several EETS Providers at the same time.

Task	Duration	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8
Submission of Application for Accreditation		◆ Applicant							
Conclusion of the Future EETS Contract	2 weeks	■ Toll Collection Administrator + Applicant							
Processing of the Technical and Operational Concept (TOC)	6 weeks		■ EETS Provider						
Assessment of the Technical and Operational Concept	6 weeks			■ Toll Collection Administrator					
Pre-implementation technological preparation	4 months				■ EETS Provider				
Readiness to start the tests					◆				
Individual Tests of OBE and Back-office Interfaces	3 weeks		■ EETS Provider + Toll Collection Administrator			■			
Comprehensive Tests of E2E processes	3 weeks			■ EETS Provider + Toll Collection Administrator		■			
Pilot operation (with simulated toll collection)	3 Billing Periods			■ EETS Provider + Toll Collection Administrator			■		
Drafting of EETS contract for , insurance, collateral	2 weeks						■ EETS Provider		
Signing of the EETS Contract by Toll Collection Administrator and its publication in the CRS	2 weeks							■ Toll Collection Administrator	
Authorization to provide EETS, publication in the EETS Register									◆

Fig. 2- Sample framework schedule for the Accreditation procedure, summary tasks

Tasks, or parts thereof, marked in yellow cannot be shortened. The Toll Collection Administrator has bindingly set their minimum duration. Time limits cannot be shortened for the tasks listed below:

- conclusion of the Future EETS Contract, minimum duration 2 (two) weeks,
- review and comment on the Technical and Operational Concept, minimum duration 4 (four) weeks,
- individual tests, minimum duration 2 (two) weeks,
- comprehensive tests, minimum time limit 2 (two) weeks,
- pilot operation, minimum 3 (three) Billing Periods,
- conclusion of the EETS Contract, minimum time limit 2 (two) weeks.

As mentioned above, the Applicant is entitled to state the duration of the individual time periods in the expected schedule, which may be longer than the Toll Collection Administrator has foreseen in the model framework schedule. However, the Applicant shall not be entitled to exceed the maximum time allowed for the preparation of the Technical and Operational Concept, which is 6 (six) weeks after the effective date of the Future EETS Contract.

3.4 CONCLUSION OF THE FUTURE EETS CONTRACT

The Future EETS Contract shall be concluded by the Toll Collection Administrator with the Applicant (hereinafter referred to as the “**Contracting Parties**”). The purpose of the Future EETS Contract is to commit the Contracting Parties to enter into the EETS Contract on specified terms and conditions, to set out the minimum conditions for the protection of confidential information, and to commit the Contracting Parties to perform the Accreditation procedure in accordance with this EETS Domain Statement. A binding model of the Future EETS Contract is in Annex No. [7] to this EETS Domain Statement.

The Future EETS Contract shall be concluded by the Toll Collection Administrator on the basis of an invitation addressed to the Applicant after the conditions set out below have been fulfilled:

- The Applicant delivered the Application for Accreditation to the Toll Collection Administrator according to Article 3.2 above,
- The Application for Accreditation prepared in accordance with the binding template [5], contains all the required information and annexes,
- The Toll Collection Administrator evaluated the accuracy and completeness of the information provided in the Application for Accreditation according to Article 3.2 above.

The Toll Collection Administrator shall conclude the Future EETS Contract with the Applicant normally within 14 (fourteen) working days from the cumulative fulfilment of the conditions listed under a) to c) above. The Toll Collection

Administrator shall hand over to the Applicant, now the “EETS Provider”, 2 (two) copies of the concluded Future EETS Contract signed by both Contracting Parties and the non-public detailed EETS technical documentation file of the Toll Collection Administrator according to Article 6.2 below.

The Toll Collection Administrator shall issue and send an invoice to the EETS Provider for the payment of the Accreditation Fee after the conclusion of the Future EETS Contract. The amount of the fee is set out in the Schedule of Charges [6]. The conditions for the **Gate 0** milestone of the Accreditation procedure are met by the conclusion of the Future EETS Contract and the payment of the Accreditation Fee.

3.5 TECHNICAL AND OPERATIONAL CONCEPT

3.5.1 PREPARATION OF THE TECHNICAL AND OPERATIONAL CONCEPT

The obligation of the EETS Provider resulting from the concluded Future EETS Contract is to elaborate the Technical and Operational Concept. The Technical and Operational Concept is the basic document that shall not only govern the implementation of the Accreditation, but above all it shall regulate in detail many of the conditions for the implementation of the EETS Contract. The Technical and Operational Concept includes a file of business documents such as the business plan, risk management plan, service quality assurance plan and technical documents, a more detailed list of which is given in Art. 3.5.2 below.

The Technical and Operational Concept shall be developed by the EETS Provider using documents - documents of the Toll Collection Administrator, which are either publicly available as an annex to the EETS Domain Statement or which are non-public. The non-public technical documents shall be obtained by the Applicant from the Toll Collection Administrator after the conclusion of the Future EETS Contract. The EETS Provider is obliged to process and submit the Technical and Operational Concept to the Toll Collection Administrator for comments no later than 6 (six) calendar weeks from the entry into force of the Future EETS Contract.

The Toll Collection Administrator shall be obliged to provide the EETS Provider with expert consultation for the preparation of the Technical and Operational Concept, if requested by the EETS Provider. The Toll Collection Administrator shall be entitled to refuse the requested consultation until the Accreditation Fee has been paid in full.

The Toll Collection Administrator shall comment on the Technical and Operational Concept and the EETS Provider is obliged to provide explanations, incorporate comments, modify or supplement the submitted documents at the request of the Toll Collection Administrator. The acceptance criteria for the Technical and Operational Concept are listed below. The Toll Collection Administrator shall approve the Technical and Operational Concept formally after all their comments are settled, except for the case when due to the nature of the Toll Collection Administrator's comments it is possible to approve the Technical and Operational Concept with the proviso that the Toll Collection Administrator's comments will be removed in an additional reasonable period in the next steps of Accreditation.

If the Toll Collection Administrator finds such significant errors in the Technical and Operational Concept that their elimination will require more work on the part of the Toll Collection Administrator, the Toll Collection Administrator shall be entitled to apply a fee for the reassessment of the Technical and Operational Concept in accordance with the Schedule of Charges [6] or to charge the EETS Provider for the extra costs incurred.

If significant errors have been found in the Technical and Operational Concept, which cannot be rectified even within the additional time period granted by the Toll Collection Administrator for the processing of the Technical and Operational Concept, the Toll Collection Administrator is entitled to withdraw from the Future EETS Contract and to terminate the Accreditation procedure prematurely. Upon early termination of the Accreditation by withdrawal from the Future EETS Contract, the Accreditation Fee paid or any part thereof shall not be refunded.

For the purposes of this Section, such errors (deficiencies) in the content of the Technical and Operational Concept are considered significant errors in the Technical and Operational Concept, which result in the Technical and Operational

Concept not meeting the acceptance criteria for the Technical and Operational Concept according to the Article 3.5.3 below and cannot be approved by the Toll Collection Administrator even with the proviso that the Toll Collection Administrator's comments will be removed in an additional reasonable period in the next steps of Accreditation.

With the approval of the Technical and Operational Concept by the Toll Collection Administrator and the payment of additional costs and/or fees (if applicable), the conditions for the **Gate 1** milestone of the Accreditation procedure are met.

3.5.2 CONTENT OF THE TECHNICAL AND OPERATIONAL CONCEPT

The Technical and Operational Concept shall be developed by the EETS Provider following the structure below:

- [201] **Business Plan.** The Business Plan shall be prepared for a period of 36 (thirty-six) Months, broken down by individual Months. The Business Plan shall contain data (i) on the expected number of OBEs of the EETS Provider that shall be registered in the system of the Toll Collection Administrator system and data (ii) on the expected Toll collection volume in EUR, excluding VAT.
- [202] **Risk Management Plan.** The Risk Management Plan shall include a list of potential risks for the Accreditation phase and for the Testing and Ordinary Operation phase. The plan for each stated risk shall include a description of the risk, a classification of the level of impact of the risk on EETS services, a description of the potential impact on the Toll Collection Administrator, the likelihood of the risk materializing, a description of the measures to prevent the risk, a description of the measures to be taken in the event of materialization of the risk. Special attention shall be paid to the risks associated with the interruption and/or termination of the services of the EETS Provider.
- [203] **Service Quality Assurance Plan.** The plan shall include a description of the internal control and management mechanisms that the EETS Provider has in place or plans to put in place in connection with the Accreditation to ensure the quality and level of service prescribed in Annex No. [13] "Quality Parameters for the provision of EETS" of the EETS Domain Statement.
- [204] **Technical Concept - Part I - EETS Business Processes.** A description of the business processes with accompanying diagrams processed in ArchiMate®3.1 standard or equivalent, which shall constitute the EETS services, indicating the interrelationship with the activities of the Toll Collection Administrator. In accordance with the methodological guideline [24] "EETS Provider's Back-office Comprehensive Verification", special attention must be paid to the description of the business processes that regulate:
- preparation of the Aggregate Toll invoice, allocation of the detailed billed Toll to the EETS Users, including the provided Discounts,
 - the effects of blocking and unblocking an EETS Provider for OBE operation and EETS Users,
 - handling complaints,
 - solving errors and malfunctions of the EETS and alternative Toll collection,
 - exchange of trust elements,
 - processing of the report on the provided EETS - the operation report, and
 - EETS billing and invoicing to the Toll Collection Administrator.
- The [24] document will be provided by the Toll Collection Administrator to the EETS Provider after the conclusion of the Future EETS Contract.
- [205] **Technical Concept - Part II - ICT Architecture.** A description of the application and technology layer of the ICT architecture with accompanying diagrams processed in ArchiMate®3.1 or similar standard, which shall provide application and technology support for the business processes of the EETS Provider.
- [206] **Technical Concept - Part III - EETS Interfaces.** Technical specifications of the interfaces of the Back-office of the EETS Provider.

- [207] **Technical Concept - Part IV - OBE Technical Description.** Technical specifications of the OBE, a description of OBE architecture and DSRC interface for OBE control communication with the roadside infrastructure of the Toll Collection Administrator.
- [208] **Technical Concept - Part V - IT Security.** A description of the technical solution for ensuring information security within the ICT infrastructure of the EETS Provider and OBE.
- [209] **Technical Concept - Part VI - Data Protection.** A description of the technical solution for ensuring the protection of personal data against misuse.
- [210] **Technical Concept - Part VII - Innovation Plan.** A roadmap of upcoming major upgrades of the Interoperability Constituents of the EETS Provider for which a new assessment of suitability for use is foreseen to be needed.
- [211] **Detailed Test Schedule.** A detailed timetable for the performance of the Individual tests and test scenarios has been developed according to the specification [23] "Test scenarios of the Interoperability Constituents" The Detailed Test Schedule will also include setting out the binding milestone "Readiness to start testing".
- [212] **Accreditation Test Code of Practice.** A detailed description of Individual test cases processed according to the specification [23] "Test Scenarios of the Interoperability Constituents. The prescription for each test case includes: the purpose/objective of the test, the test procedure, the input conditions, the expected output, the success criteria, the resource requirements and system provisioning of the test, the test data set, the hierarchical and/or sequential integration of the test into the test scenario. A test scenario consists of a set of multiple, but at least one, test cases. Each test case belongs to just one test scenario. Document [23] shall be provided by the Toll Collection Administrator to the EETS Provider after the conclusion of the Future EETS Contract.

3.5.3 ACCEPTANCE CRITERIA FOR THE TECHNICAL AND OPERATIONAL CONCEPT

The Toll Collection Administrator shall approve the Technical and Operational Concept after the cumulative fulfilment of the following requirements:

- a) The EETS Provider prepared and submitted the Business Plan [201] for a period of 36 (thirty-six) Months, broken down by individual Months. The business plan shall include
 - the data on the expected number of OBEs of the EETS Provider that will be registered in the ETC system of the Toll Collection Administrator,
 - the data on the estimated volume of Toll collection in EUR, excluding VAT.
- b) The EETS Provider developed and submitted the Risk Management Plan [202], which lists the potential risks for the Accreditation phase and for the Trial and Operational phases. The plan for each stated risk shall include a description of the risk, a classification of the level of impact of the risk on EETS services, a description of the potential impact on the Toll Collection Administrator, the likelihood of the risk materializing, a description of the measures to prevent the risk, a description of the measures to be taken in the event of materialization of the risk. Special attention shall be paid to the risks associated with the interruption and/or termination of the services of the EETS Provider.
- c) The EETS Provider developed and submitted the Service Quality Assurance Plan [203] containing a description of the internal control and management mechanisms that the EETS Provider has in place or plans to implement in connection with the Accreditation to ensure the quality and level of service prescribed in Annex No. [13] "Quality Parameters for the provision of EETS" of this EETS Domain Statement.
- d) The EETS Provider developed and submitted the Technical Concept consisting of the following sections
 - Part I - EETS Business Processes. A description of its business processes with accompanying diagrams processed in ArchiMate®3.1 standard or equivalent, which shall constitute the EETS services, indicating the interrelationship with the activities of the Toll Collection Administrator [204]. In accordance with the methodological guideline [24] "EETS Provider's Back-office Comprehensive

Verification", special attention must be paid to the description of the business processes that regulate:

- i. preparation of the Aggregate Toll invoice, allocation of the detailed billed Toll to the EETS Users, including the provided Discounts,
 - ii. the effects of blocking and unblocking an EETS Provider for OBE operation and EETS Users,
 - iii. handling complaints,
 - iv. solving errors and malfunctions of the EETS and alternative Toll collection,
 - v. exchange of trust elements,
 - vi. processing of the report on the provided EETS - the operation report, and
 - vii. EETS billing and invoicing to the Toll Collection Administrator.
- Part II - ICT Architecture. A description of the application and technology layer of the ICT architecture with accompanying diagrams processed in ArchiMate®3.1 or similar standard, which shall provide application and technology support for the business processes of the EETS Provider [205].
- Part III - EETS Interfaces. Technical specifications of the interfaces of the Back-office of the EETS Provider [206].
- Part IV - OBE Technical Description. Technical specifications of the OBE, a description of OBE architecture and DSRC interface for OBE control communication with the roadside infrastructure of the Toll Collection Administrator [207].
- Part V - IT Security. A description of the technical solution for ensuring information security within the ICT infrastructure of the EETS Provider and OBE [208].
- Part VI - Personal Data Protection. A description of the technical solution for ensuring the protection of personal data against misuse [209].
- Part VII - Innovation Plan. A roadmap of upcoming major upgrades of the Interoperability Constituents of the EETS Provider⁴ for which a new assessment of suitability for use is foreseen to be needed [210].
- e) The EETS Provider developed and submitted the Detailed Test Schedule [211], which includes a detailed schedule for the performance of each test and test scenarios and setting out the binding milestone "Readiness to start testing".
- f) The EETS Provider developed and submitted the Accreditation Test Code of Practice [212], elaborating the prescribed test scenarios to the level of Individual test cases. The detailed description of each test case includes: the purpose/objective of the test, the test procedure, the input conditions, the expected output, the success criteria, the resource requirements and system provisioning of the test, the test data set, the hierarchical and/or sequential integration of the test into the test scenario.
- g) The Toll Collection Administrator evaluated the compliance of the Technical and Operational Concept with the specifications of the Toll Collection Administrator, a list of which is provided in Article 6.2 below of this EETS Domain Statement.
- h) The EETS Provider addressed all possible comments of the Toll Collection Administrator and corrected any discrepancies and/or errors found in the Technical and Operational Concept, if the Toll Collection Administrator has not determined otherwise due to the nature of the discrepancies and/or errors in the Technical and Operational Concept.

⁴For example, the launch of a new type/model of OBE on the market

3.6 TESTS

The aim of the tests is to verify the technological readiness of the EETS Provider to provide services in the specific conditions of the Slovak Republic. The object of the testing is to verify the suitability of the Interoperability Constituents for use according to the specification set out in the EETS Domain Statement and its annexes. The test is divided into several blocks:

- a) Block A - Individual Tests , includes the OBE Individual Tests (Block A1) and the Back-office Interface Individual Tests (Block A2),
- b) Block B - Comprehensive Tests,
- c) Block C - Pilot Operation.

It is the responsibility of the EETS Provider to design the set of Individual tests in such a way that the tests fully cover at least all mandatory test scenarios prescribed by the Toll Collection Administrator in the specification [23]. The particular tests will be considered to be passed if the prescribed functional and/or performance characteristics of the subject of testing are demonstrated and no Critical Error or Serious Error occurs. The Critical Error means such an error or malfunction of the subject of testing which blocks the full functionality of EETS and in which an alternative solution which could temporarily ensure the EETS provision cannot be used.. The Serious Error means such an error or malfunction of the subject of testing, as a result of which it is possible to provide EETS only to a limited extent using an alternative solution which could replace the non-functioning part of the EETS until it is repaired. Other errors that are not in the category of Critical Errors or Serious Errors do not prevent the completion of tests with a reservation, with no need to re-take the entire block of the tests which it refers to. The EETS Provider is required to remove other errors before issuing the Certificate of Suitability of the Interoperability Constituents for use. The Toll Collection Administrator decides on the classification of the detected error.

Upon successful completion of all prescribed tests and Pilot Operation, the EETS Provider fulfilled the conditions for the issuance of a Certificate of Suitability of the Interoperability Constituents for use in the EETS Domain. Based on the Certificate of Suitability for Use of the Interoperability Constituents and upon fulfilment of the other business conditions set out below, the EETS Provider shall be entitled to enter into an EETS Contract with the Toll Collection Administrator and to start providing EETS. This shall complete the Accreditation procedure.

3.6.1 COMMENCEMENT OF THE TESTS

The EETS Provider shall invite the Toll Collection Administrator in writing to commence the tests on the date set out in the Detailed Test Schedule [211] approved by the Toll Collection Administrator. The Toll Collection Administrator shall convene a working meeting on the basis of the notification of the EETS Provider on the readiness of the Interoperability Constituents for the commencement of the tests [252], where the EETS Provider shall submit a proposal for a detailed schedule for the performance of the Individual test scenarios and test cases and shall discuss and agree this proposal with the Toll Collection Administrator. The draft schedule shall be based on the approved Detailed Test Schedule [211]. The EETS Provider and the Toll Collection Administrator shall mutually hand over (exchange) trust elements [31] for the exchange of data over the OBE communication interface (DSRC keys and certificates) and the *Back-office* communication interface valid for the execution of the tests.

It is the responsibility of the EETS Provider to internally perform the technological preparation of the Interoperability Constituents for testing, including the preparation of test data according to the Test Scenarios of the Interoperability Constituents[23]. The preparation of the EETS Provider to perform the tests shall be completed before the EETS Provider's notification of the readiness of the Interoperability Constituents to start the tests is sent to the Toll Collection Administrator. The EETS Provider shall take into account the time they will need for the internal technological preparation of the Interoperability Constituents in the Detailed Test Schedule [211] it submits to the Toll Collection Administrator as part of the Technical and Operational Concept for approval.

If some complete blocks of tests have to be re-taken, the EETS Provider shall submit an updated proposed Technical and Operational Concept (that refers to the affected documents only) and a detailed time schedule for conducting each test scenario and test case to the Toll Collection Administrator, and shall discuss and approve the proposals with the Toll Collection Administrator. The Toll Collection Administrator reserves the right to approve the updated proposed Technical and Operational Concept and the detailed time schedule for conducting each test scenario and test case, with the proviso that the individual test scenarios and test cases will be conducted at the time determined by the Toll Collection Administrator in view of possible capacities, in particular in the event that the EETS Provider has reached the maximum number of re-taken unsuccessful test blocks, for which the Toll Collection Administrator is entitled to withdraw from the Future EETS Contract according to the EETS Domain Statement; this also applies if the EETS Provider has already concluded an EETS Contract with the Toll Collection Administrator and requests the tests of Interoperability Constituents that have not yet been issued with a Certificate of Suitability of the Interoperability Constituents for use, or which have lost the validity of the assessment of suitability for use as a result of changes according to Art. 6 EETS Contract.

3.6.2 BLOCK A1 - OBE INDIVIDUAL TESTS

The aim of the Individual OBE Tests is to verify that the requirements for OBE according to the Basic Technical Requirements for Interoperability Constituents[21] are met. The tests include the verification of correct communication of the DSRC interface of the OBE with the reference DSRC interface of the Toll Collection Administrator according to the international standard EN ISO 14906:2018/AMD 1:2020 (DSRC profile according to EN 13372 consisting of DSRC application layer 7 of the ISO OSI model according to EN 12834, DSRC data link layer 2 according to EN 12795, DSRC physical layer 1 according to EN 12253) and the use of the standard interoperability application profile according to EN 15509:2014, *Security Level 1*.

The tests shall be performed by the Toll Collection Administrator or a person authorised by the Toll Collection Administrator, and the EETS Provider shall have the right to be present on site during the tests. The EETS Provider shall hand over to the Toll Collection Administrator 10 (ten) units of each type and model of OBE that the EETS Provider has at its disposal for the purpose of providing EETS services before the start of the tests. Before handing over the OBEs to the Toll Collection Administrator, the EETS Provider shall load into the OBEs personalization data according to the Test Scenarios of the Interoperability Constituents [23] and the trust elements received from the Toll Collection Administrator for that purpose. The Toll Collection Administrator shall hand back all OBEs provided to the EETS Provider after the end of the Accreditation procedure.

Block A1 of the OBE Individual Tests shall be considered successfully completed if all test cases are completed and the results/criteria set out in the relevant section of the Test Scenarios of the Interoperability Constituents [23] dedicated to OBE Individual Tests are achieved.

In case errors are found during the tests, the Toll Collection Administrator shall give the EETS Provider an additional period of time to correct the errors and allow for a retest. If a Critical Error and/or Serious Error is found, the Toll Collection Administrator shall be entitled to order retesting of the entire block of Individual Tests and apply a fee for repeating the Individual test according to the Schedule of Charges [6], and/or to charge the EETS Provider for extra costs incurred for activities for which there are no fees specified in the Schedule of Charges [6].

Failure to retake the Individual Tests three times shall be considered a serious breach of the Future EETS Contract with the right of the Toll Collection Administrator to terminate the Accreditation procedure early and withdraw from the Future EETS Contract. Upon early termination of the Accreditation by withdrawal from the Future EETS Contract, the paid Accreditation Fee or part thereof shall not be refunded, except if the Accreditation procedure is unsuccessful due to a reason not attributable to the EETS Provider as defined in clause 2.13 of the Future EETS Contract [7].

Approval of the OBE Individual Test Result Protocol by the Toll Collection Administrator and payment of additional costs and/or fees (if applicable) fulfils the conditions for the **Gate 2a** milestone of the Accreditation procedure.

3.6.3 BLOCK A2 - BACK-OFFICE INTERFACES INDIVIDUAL TESTS

The aim of the Back-office Interfaces Individual Tests of the EETS Provider (hereinafter also referred to as the “**BO Interface**”) is to verify that the requirements for the BO Interface according to the specification [22] are met. Proper communication and data flow is verified according to STN ISO 12855:2015 and STN P CEN/TS 16986:2016/AC:2017 specification for interoperable application profiles.

The performance of the tests is governed by international standards:

- STN P CEN/TS 17154-1:2019 Electronic fee collection. Evaluation of the implementation for compliance with CEN/TS 16986. Part 1: Test set-up, structure and purpose.
- STN P CEN/TS 17154-2:2019 Electronic fee collection. Evaluation of the implementation for compliance with CEN/TS 16986. Part 2: Test set-up, subject of tests

The Individual Electronic Message Exchange type is tested:

- ExceptionListADU* - update to the list of OBE and *Toll Charged Vehicles* “*White-list*”,
- ExceptionListADU* - update to the list of invalid OBE and *Toll Charged Vehicles* with invalid OBE “*Black-list*”,
- TollDeclarationsADU* - Toll Declarations,
- BillingDetailsADU* - detailed Toll billing,
- RequestUserDetailsADU* - requesting data about the Vehicle Operator,
- ProvideUserDetailsADU* - providing data about the Vehicle Operator,
- AcknowledgeADU* - acknowledgement of the received report.

The tests shall be performed by the EETS Provider in cooperation with the Toll Collection Administrator or a person authorised by the Toll Collection Administrator. To perform the tests, the Toll Collection Administrator shall ensure the operation of the reference interface created in the ETC system test environment, the EETS Provider shall ensure the operation of the *Back-office* system and execution of prescribed Test scenarios of the Interoperability Constituents [23].

Block A2 of the Individual BO Interface Tests shall be considered successfully completed if all test cases are completed and the results/criteria set out in the relevant section of the Test Scenarios of the Interoperability Constituents [23] dedicated to Back-office Interface Individual Tests are achieved/met.

In a case where errors are found during the tests, the Toll Collection Administrator shall give the EETS Provider an additional period of time to correct the errors and allow for a retest. If a Critical Error and/or Serious Error is found, the Toll Collection Administrator shall be entitled to order retesting of the entire block of Individual Tests and apply a fee for repeating the Individual test according to Schedule of Charges [6], and/or to charge the EETS Provider for extra costs incurred for activities for which there are no fees specified in the Schedule of Charges [6].

Failure to pass the Individual Tests after three attempts shall be considered a serious breach of the Future EETS Contract with the right of the Toll Collection Administrator to terminate the Accreditation procedure early and withdraw from the Future EETS Contract. Upon early termination of the Accreditation by withdrawal from the Future EETS Contract, the paid Accreditation Fee or part thereof shall not be refunded, except if the Accreditation procedure is unsuccessful due to a reason not attributable to the EETS Provider as defined in clause 2.13 of the Future EETS Contract [7].

The conditions for the **Gate 2b** milestone of the Accreditation procedure are fulfilled by the approval of the Toll Collection Administrator of the Individual Test Report of the EETS Provider's *Back-office* Interface and the payment of additional costs and/or fees (if applicable).

3.6.4 BLOCK B - COMPREHENSIVE TEST

The aim of the Comprehensive Test is to verify the correctness of the implementation of processes in the *Back-office* system and in the OBE of the EETS Provider. The internal processes and functions shall be implemented in the *Back-office* system of the EETS Provider in such a way that they flawlessly support the business processes described in the Technical and Operational Concept, Technical Concept - Part I - EETS Business Processes [204].

The Toll Collection Administrator has established the following test scenarios as the mandatory minimum scope of the Comprehensive Test, consisting of the test cases of the Comprehensive Test prescribed in Art. 5.3 in the document [23] Test Scenarios of the Interoperability Constituents aimed at End-to-End testing of the functionality of the Interoperability Constituents of the EETS Provider:

- a) processing of the Toll Charged Vehicle record in *the WhiteList*,
- b) processing of the Toll Charged Vehicle record in *the BlackList*,
- c) processing of Toll Declarations,
- d) processing of Toll Transactions,
- e) Toll payment control,
- f) providing details about the EETS User.

The EETS Provider shall notify the Toll Collection Administrator in writing of their readiness to commence the Comprehensive Test. The Comprehensive test is governed by the Detailed Test Schedule [211]. The Individual test cases are specified the Accreditation Test Code of Practice document [212].

The Comprehensive Test shall be performed by the EETS Provider in cooperation with the Toll Collection Administrator or a person authorised by the Toll Collection Administrator. The EETS Provider on their side shall materially equip and staff the performance of the Comprehensive Test (including the fleet of test vehicles), in particular the system interfacing of the *Back-office* system with the ETC system interface, its operation and the running of the Individual test cases. The Toll Collection Administrator shall provide the initial configuration and operation of the ETC system test environment, including data processing and provisioning of the related business processes of the Toll Collection Administrator.

The Comprehensive Test is considered passed if the following conditions are cumulatively met:

- a) All test scenarios specified by the Test Scenarios of the Interoperability Constituents[23] for taking a Comprehensive Test are implemented,
- b) all test cases of the Comprehensive Test prescribed in the Accreditation Test Code of Practice[212] are successfully completed,
- c) the service system of the EETS Provider demonstrates continuous trouble-free and error-free operation for 48 (forty-eight) hours.

In a case where errors are found during the tests, the Toll Collection Administrator shall give the EETS Provider an additional period of time to correct the errors and allow for a retest. If a Critical Error and/or Serious Error is found, the Toll Collection Administrator shall be entitled to order retesting of the Comprehensive test and apply a fee for repeating the Comprehensive Test according to the Schedule of Charges[6], and/or to charge the EETS Provider for extra costs incurred for activities for which there are no fees specified in the Schedule of Charges [6].

Failure to pass the Comprehensive Test three times shall be considered a serious breach of the Future EETS Contract with the right of the Toll Collection Administrator to terminate the Accreditation procedure early and withdraw from the Future EETS Contract. Upon early termination of the Accreditation by withdrawal from the Future EETS Contract, the paid Accreditation Fee or part thereof shall not be refunded, except if the Accreditation procedure is unsuccessful due to a reason not attributable to the EETS Provider as defined in clause 2.13 of the Future EETS Contract [7].

Approval of the Comprehensive Examination Report by the Toll Collection Administrator and payment of additional costs and/or fees (if applicable) fulfils the conditions for Milestone **Gate 3** of the Accreditation procedure.

3.6.5 BLOCK C - PILOT OPERATION

The aim of Pilot Operation is to verify the error-free operation, functionality and operational stability of the Back-office of the EETS Provider and OBEs in operational conditions close to real operation. The secondary objective of the Pilot Operation is to verify that the Interoperability Constituents of the EETS Provider do not adversely affect the Electronic Toll Collection System, the Control System, the *Back-office* and OBE of the Principal Toll Service Provider, and the *Back-office* and OBE of other accredited EETS Providers.

The principle of the Pilot Operation is simulated Toll Collection based on actual data obtained by OBE installed in the vehicles of the EETS Provider that are scheduled to drive a specified number of km on Specified Road Sections. The EETS Provider transmits the collected data via the communication interface in the form of Toll Declarations, the Toll Collection Administrator processes the Toll Declarations into priced Toll Transactions and sends them back to the EETS Provider in the form of detailed Toll billing (*Billingdetails*). The EETS Provider shall check the detailed Toll Billing and confirm its accuracy to the Toll Collection Administrator. The EETS Provider shall charge the detailed Toll Billing to their simulated test clients - EETS Users. At the end of the Billing Period, the Toll Collection Administrator shall issue an Aggregate toll invoice to the Provider for all detailed Toll billings (Aggregate Toll invoice) falling within the Billing Period and send it in electronic form to the EETS Provider, the EETS Provider shall check the invoice and confirm its receipt. The invoice is a simulated invoice, it is only used to verify and check all EETS processes and is not reimbursed by the EETS Provider. The Pilot Operation shall simulate various situations that may occur in a real operation, including simulated Discount application, simulated failures and outages of OBEs, the *Back-office* system of the EETS Provider and the ETC system.

As mentioned above, Block C - Pilot Operation is conducted by processing actual data collected by driving a fleet of test vehicles on the Specified Road Sections. The test vehicles are equipped with the OBE from the EETS Provider and move along predefined reference routes as specified in the Accreditation Test Code of Practice [212]. It is the responsibility of the EETS Provider to design the reference routes in accordance with the requirements of the Toll Collection Administrator requirements as set out in the Interoperability Constituents Test Scenarios [23] where in order to verify the correctness of the Discounts billing and invoicing processes, it is necessary that at least one vehicle of the fleet of the test vehicles exceeds the set limits defined in the Test Scenarios of the Interoperability Constituents [23]. During Pilot Operation, the quality of service shall be monitored on a daily basis, and the Quality Parameters for the provision of EETS shall be evaluated on a weekly basis (i.e., beyond the standard monthly period) [13], except for KPI E.1 (Proportion of delayed position data) in part 2 of the SLA parameter (Delivery of data elements after the end of the Billing Period), E.2 (Incorrectly charged Toll) and E.4 (Correctness of OBE setting). For the purposes of acceptance of the Pilot Operation, the achieved levels of Quality Parameters for the provision of EETS for each Month of the Pilot Operation will be taken into account.

The EETS Provider shall notify the Toll Collection Administrator in writing of their readiness to commence the Pilot Operation. The tests are governed by the Detailed Test Schedule [211].

Pilot Operation shall be performed by the EETS Provider in cooperation with the Toll Collection Administrator or a person authorised by the Toll Collection Administrator. The EETS Provider, on their side, shall equip materially and staff the implementation of the Pilot Operation of the *Back-office* system and the specified number of vehicles equipped with OBEs. It is the responsibility of the EETS Provider to ensure the operation of the fleet of test vehicles. The Toll Collection Administrator shall provide the operation of the ETC system test environment, including data processing and provisioning of the related business processes of the Toll Collection Administrator.

The Pilot Operation will last at least 3 (three) Billing Periods, and the EETS Provider must be active for at least half of the calendar days of each Billing Period, and the kilometers traveled by the fleet of test vehicles must be spread evenly over the Billing Periods within the Pilot Operation. A calendar day in which the fleet of test vehicles drives through the Specified Road Sections within the reference routes as specified in the Accreditation Test Code of Practice [212] is considered to be an active calendar day.

Block C - Pilot Operation is considered passed if the following conditions are cumulatively met:

- a) The EETS Provider is active for at least half of the calendar days of each Billing Period,
- b) the test vehicles drive all reference routes on the Specified Road Sections prescribed in the Accreditation Test Code of Practice[212],
- c) during Pilot Operation, all business processes related to the provision of EETS as prescribed in the EETS Domain Statement and in the annexed thereto run flawlessly and without failure,
- d) the Back-office system of the EETS Provider demonstrates stable, trouble-free and error-free operation throughout Pilot Operation, this does not apply to deliberately simulated failures of systems or their Constituents for testing purposes,
- e) all the assessed Quality Parameters for the provision of EETS [13] in accordance with the above are met,
- f) all test cases specified for conducting Pilot Operation by the Test Scenarios of the Interoperability Constituents have been successfully performed [23],
- g) successful and error-free data processing and billing of the Aggregate Toll for at least last 2 (two) Billing Periods.

If Critical Errors and/or Serious Errors are detected during Pilot Operation, the Toll Collection Administrator shall suspend Pilot Operation, provide the EETS Provider with an additional period of time to remove the errors and allow the Pilot Operation to be repeated. In the event that any of the conditions are not met during the Pilot Operation, the Toll Collection Administrator shall interrupt the Pilot Operation, provide the EETS Provider with an additional deadline to eliminate the errors and allow the Pilot Operation to be repeated. The Toll Collection Administrator shall be entitled to apply a fee for repeating the Pilot Operation test according to the Schedule of Charges [6], and/ or to charge the EETS Provider for extra costs incurred for activities for which there are no fees specified in the Schedule of Charges [6].

Unsuccessful second repetition of the Pilot Operation (i.e., Pilot Operation is not successfully performed even on the third attempt) shall be considered as a serious breach of the Future EETS Contract with the right of the Toll Collection Administrator to terminate the Accreditation procedure early and to withdraw from the Future EETS Contract. Upon early termination of the Accreditation by withdrawal from the Future EETS Contract, the paid Accreditation Fee or part thereof shall not be refunded, except if the Accreditation procedure is unsuccessful due to a reason not attributable to the EETS Provider as defined in clause 2.13 of the Future EETS Contract [7].

By issuing the Result Protocol (Acceptance Protocol) of Pilot Operation to the Toll Collection Administrator, the conditions for the **Gate 4** milestone of the Accreditation procedure are fulfilled.

3.7 COMPLETION OF THE ACCREDITATION PROCEDURE

The Toll Collection Administrator shall evaluate the fulfilment of the conditions of Accreditation and shall include all relevant facts concerning the Accreditation of the EETS Provider in the Final Report to be submitted to the EETS Provider. If there are unbilled additional costs and/or claims for additional fees that have arisen due to reasons on the part of the EETS Provider and that the Toll Collection Administrator had to incur during the Accreditation procedure, the Toll Collection Administrator shall issue a final invoice for the costs and/or fees for the Accreditation.

The Toll Collection Administrator shall issue a Certificate of Suitability of the Interoperability Constituents for use to the EETS Provider after the following conditions have been met:

- a) the Toll Collection Administrator has approved the Technical and Operational Concept (Gate 1) and the EETS Provider has eliminated all Toll Collection Administrator's reservations raised regarding the content of the Technical and Operational Concept according to Art. 3.5.1 above,
- b) the interoperability Constituents have successfully passed the Individual Tests (Gate 2),
- c) the EETS Provider has put in place the relevant business processes and has successfully passed the Comprehensive Test (Gate 3),
- d) the EETS Provider has successfully completed Pilot Operation and has demonstrated the ability to meet the set Quality Parameters for the provision of EETS [13] (Gate 4),
- e) The EETS Provider has corrected all Other Errors detected during the Accreditation process, which the Toll Collection Administrator raised a reservation for,
- f) The EETS Provider has duly paid the Toll Collection Administrator all fees and extra costs billed.

The Toll Collection Administrator shall hand over the Certificate of Suitability of the Interoperability Constituents for use to the EETS Provider and shall invite the EETS Provider in writing to conclude the EETS Contract.

3.8 CONCLUSION OF THE EETS CONTRACT

3.8.1 PURPOSE AND OBJECT OF THE EETS CONTRACT

The EETS Contract shall be concluded by the Toll Collection Administrator with the EETS Provider. The purpose of the EETS Contract is:

- a) enabling the EETS Users to use the Specified Road Sections using EETS, i.e., without the need to enter into a direct contractual relationship between the EETS User and the Toll Collection Administrator,
- b) ensuring the access of the EETS Provider to the EETS Domain within the Electronic Toll Collection System, and
- c) enabling the EETS Provider to provide EETS to EETS Users in the EETS Domain in accordance with the Legislation.

The subject matter of the EETS Contract is to regulate the obligations of the Contracting Parties in connection with the provision of EETS in the EETS Domain. A binding model of EETS Contract is in Annex No. [11] to this EETS Domain Statement.

The EETS contract shall be concluded for an indefinite period of time.

3.8.2 CONDITIONS FOR CONCLUDING THE EETS CONTRACT

The EETS Contract shall be concluded by the Toll Collection Administrator with the EETS Provider upon fulfilment of the conditions set out below:

- a) the EETS Provider has successfully passed the Accreditation procedure and met the Gate 0, Gate 1, Gate 2, Gate 3, Gate 4 conditions of the Accreditation procedure,
- b) the Toll Collection Administrator has issued a Certificate of Suitability of the Interoperability Constituents for use,
- c) the Toll Collection Administrator has not recorded overdue claims in relation to the EETS Provider,
- d) the Toll Collection Administrator invited the EETS Provider to conclude the EETS Contract,
- e) the EETS Provider shall be a person registered in the Register of Public Sector Partners,
- f) the EETS Provider has submitted the insurance documents to the Toll Collection Administrator according to Article 2.6.3 EETS Domain Statement,
- g) the EETS Provider has submitted the Collateral to the Toll Collection Administrator according to Article 2.6.2 EETS Domain Statement,

- h) The EETS Provider has submitted the draft EETS Contract to the Toll Collection Administrator, prepared according to the binding template in Annex [11] to the EETS Domain Statement signed by the person authorized to act for the EETS Provider in 5 (five) copies.

The Toll Collection Administrator shall sign the EETS Contract normally within 14 (fourteen) working days after the cumulative fulfilment of the conditions set out under a) to h) above, but not earlier than 5 (five) working days after the submission of the signed draft EETS Contract by the EETS Provider. The EETS Provider shall subsequently receive 2 (two) copies of the EETS Contract.

The EETS contract shall enter into force upon its publication in the CRS according to the act⁵.

The EETS Provider is entitled to provide EETS in the EETS Domain on the basis of the valid and effective EETS Contract.

The Toll Collection Administrator shall invite the EETS Provider in writing to commence the provision of EETS according to the EETS Contract within the time limit specified in Art. 3.1 above.

The conditions of the Accreditation procedure for **Gate 5** have been met and the entire Accreditation procedure is complete.

3.8.3 ENTRY IN THE REGISTER OF EETS PROVIDERS

The Toll Collection Administrator shall enter an EETS Provider that has successfully fulfilled the conditions of Accreditation and with which they have concluded the EETS Contract into the Register of EETS Providers that have concluded the EETS Contract in the Slovak Republic according to Article 21 1(a)(v) of the Directive.

3.8.4 ENTRY IN THE REGISTER OF PUBLIC SECTOR PARTNERS

When providing EETS on the basis of the EETS Contract concluded with the Toll Collection Administrator, the EETS provider fulfills the definition of a public sector partner according to §2 1(a)(1) in connection with §2 1(b) of the Register of Public Sector Partners Act and there is no exemption under §2 (2) to (5) of the Register of Public Sector Partners Act justifying the absence of the obligation to register in the Register of Public Sector Partners.

In this context, the **EETS Provider is obliged to register in the Register of Public Sector Partners before the conclusion of the EETS Contract.** The registering authority is the Žilina District Court.

The Register of Public Sector Partners can be entered only through an authorized person, which is, in accordance with the Register of Public Sector Partners Act, an attorney, notary, bank, branch of a foreign bank, auditor or tax advisor with an office or place of business in the Slovak Republic. The EETS Provider shall conclude an agreement with this person on the fulfilment of the duties of the authorised person for the Public Sector Partner and this authorised person shall prepare the necessary documents and take all the necessary steps for the registration of the EETS Provider in the Register of Public Sector Partners.

The EETS Provider is not obliged to submit any proof of compliance with the obligation to the Toll Collection Administrator to register in the Register of Public Sector Partners. The Toll Collection Administrator shall verify the registration electronically on the website of the Ministry of Justice of the Slovak Republic from publicly available data that are legally binding before concluding the EETS Contract.

⁵Act No. 211/2000 Coll. Act on free access to information and on amendments to certain acts (Freedom of Information Act)

3.9 TRIAL OPERATION

The EETS Provider provides the EETS on the basis of the EETS Contract in the period of the first 3 (three) Months from the Start of provision of EETS within the Trial Operation.

During the entire Trial Operation, the EETS Provider is required to provide the Toll Collection Administrator with weekly operation reports prepared according to the [16] document on a regular basis, and the Toll Collection Administrator shall assess the fulfillment of the relevant Quality Parameters for the provision of EETS according to the Annex [13] "EETS Provision Quality Assessment" on a regular weekly basis (i.e. beyond the standard monthly period).

In justified cases that could not be foreseen in the preceding Accreditation phase, the set SLA values according to the Annex [13] "EETS Provision Quality Assessment" may be corrected upon agreement of the Contracting Parties and potential sanctions resulting from the EETS Contract may be imposed during the Trial Operation.

The EETS Provider is required to demonstrate the ability to ensure stable, malfunction-free and error-free operation of all business processes associated with the provision of EETS during the Trial Operation and to remove any potential errors and malfunctions by the end of the Trial Operation at the latest.

The issuance of a Certificate of successful completion of the Trial Operation by the Toll Collection Administrator is the condition for the further provision of EETS after the end of the Trial Operation.

3.10 CHANGE MANAGEMENT

The preparation and introduction of changes is governed by Art. 6 EETS Contract.

If there are any changes on the part of the EETS Provider which cause that any of the Interoperability Constituents lose the validity of the assessment of suitability for use due to the introduction of the change or which has not yet been issued an assessment of suitability for use, and will thus require a new assessment of suitability for use process, the appropriate procedure according to the provisions of Art. 3 EETS Domain Statement will be followed.

The EETS Provider proposing introduction of a change is required to prepare and submit the technical documentation of the change containing in particular a description of the proposed change, the impact of the change on the approved Technical and Operational Concept, the proposed updated Technical and Operational Concept, the assessment of the impact of introduction of the change on the EETS operation (technical, financial, time, operational impacts) and the proposed implementation schedule to the Toll Collection Administrator for approval.

The Toll Collection Administrator is authorized to terminate the implementation of the changes proposed by the EETS Provider if the EETS Provider reaches the maximum number of unsuccessful test blocks re-taken, for which the Toll Collection Administrator is entitled to withdraw from the Future EETS Contract according to the EETS Domain Statement, while the fees associated with the tests shall not be given back.

If there are any changes on the part of the Toll Collection Administrator which will require changes in the Interoperability Constituents, the Toll Collection Administrator shall draw up an updated EETS Domain Statement together with the relevant technical documentation of the change, containing in particular a description of the change, requirements for the EETS Provider and the assessment of the impact of introduction of the change on the EETS operation (technical, financial, time, operational impacts) reasonably in advance, otherwise within the deadlines according to the EETS Contract. The EETS Provider will then submit the proposed updated Technical and Operational Concept and the proposed implementation schedule to the Toll Collection Administrator, which will be agreed upon with the Toll Collection Administrator.

4 DOCUMENTS

4.1 DOCUMENTS OF THE APPLICANT

At the beginning of the Accreditation, the Applicant shall process and submit the documents of the Applicant to the Toll Collection Administrator, a list of which is set out below. The Applicant is obliged to submit the Applicant's documents in original paper form and/or in an officially certified copy prepared in the Slovak or Czech language to the Toll Collection Administrator, unless otherwise specified in a particular case. The Applicant's documents, which the Applicant is not able to submit in paper form, may also be submitted in electronic form to the Toll Collection Administrator, as long as they are signed with a qualified electronic signature in accordance with the Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.

4.1.1 APPLICATION FOR ACCREDITATION

The Application for Accreditation shall be accompanied by the documents listed below, which shall be delivered by the Applicant to the Toll Collection Administrator:

- [101] The completed and signed Application for Accreditation form including mandatory attachments according to the mandatory template [5].
- [102] Expected schedule for Accreditation, prepared in accordance with Article 3.3 above.

4.2 DOCUMENTS OF THE EETS PROVIDER

During the Accreditation procedure, the EETS Provider shall process and submit documents of the EETS Provider to the Toll Collection Administrator, a list of which is provided below. As a rule, these are non-public documents. The EETS Provider is obliged to submit the EETS Provider's documents in original paper form prepared in the Slovak or Czech language to the Toll Collection Administrator, unless otherwise specified in a particular case. The EETS Provider's documents, which the EETS Provider is not able to submit in paper form, may also be submitted in electronic form to the Toll Collection Administrator, as long as they are signed with a qualified electronic signature in accordance with the Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC. In the event of a justified request by the EETS Provider, the Toll Collection Administrator may allow the EETS Provider to submit some documents of a technical nature, in particular the OBE technical specification and OBE test reports, in English.

4.2.1 TECHNICAL AND OPERATIONAL CONCEPT

The technical-operational concept is made up of the set of documents listed below, see also article 3.5 paragraph 3.5.2 above for details.

- [201] Business Plan
- [202] Risk Management Plan
- [203] Service Quality Assurance Plan
- [204] Technical Concept - Part I - EETS Business Processes
- [205] Technical Concept - Part II - ICT Architecture
- [206] Technical Concept - Part III - EETS interfaces
- [207] Technical Concept - Part IV - OBE Technical Description
- [208] Technical Concept - Part V - IT Security
- [209] Technical Concept - Part VI - Data Protection
- [210] Technical Concept - Part VII - Innovation Plan

[211] Detailed Test Schedule

[212] Accreditation Test Code of Practice

4.2.2 DOCUMENTS OF THE EETS PROVIDER - GATE 1

The EETS Provider shall submit the following documents to the Toll Collection Administrator prior to the completion of **Gate 1**:

[251] Technical and Operational Concept incorporating the comments of the Toll Collection Administrator

4.2.3 DOCUMENTS OF THE EETS PROVIDER - GATE 2

The EETS Provider shall submit the following documents to the Toll Collection Administrator before starting the steps towards **Gate 2**:

[252] Notification of readiness to start the tests

[253] Trust elements applicable to the performance of tests

[254] Proposed Updated Individual Testing Schedule

The EETS Provider shall submit the following documents to the Toll Collection Administrator prior to the completion of **Gate 2**:

[255] Updated Technical and Operational Concept incorporating the changes implemented on the basis of the results of the Individual Tests (applies only to documents affected by the implemented changes)

4.2.4 DOCUMENTS OF THE EETS PROVIDER - GATE 3

The EETS Provider shall submit the following documents to the Toll Collection Administrator before starting the steps towards **Gate 3**:

[256] Proposal for an updated schedule for the Comprehensive Test

The EETS Provider shall submit the following documents to the Toll Collection Administrator prior to the completion of **Gate 3**:

[257] Trust elements applicable for the performance of Pilot Operation

[258] Updated Technical and Operational Concept incorporating the changes implemented on the basis of the results of the Comprehensive Test (only documents affected by the implemented changes are concerned)

4.2.5 DOCUMENTS OF THE EETS PROVIDER - GATE 4

The EETS Provider shall submit the following documents to the Toll Collection Administrator before starting the steps towards **Gate 4**:

[259] Proposal for an updated schedule for the performance of Pilot Operation

The EETS Provider shall submit the following documents to the Toll Collection Administrator during and/or prior to the completion of **Gate 4**:

[260] Weekly reports on Pilot Operation

[261] Updated Technical and Operational Concept incorporating the changes implemented on the basis of the results of Pilot Operation (only documents affected by the implemented changes are concerned)

4.2.6 DOCUMENTS OF THE EETS PROVIDER - GATE 5

The EETS Provider shall submit the following documents to the Toll Collection Administrator prior to the completion of **Gate 5**:

[262] Signed draft EETS contract with annexes, processed according to the binding model

[263] Bank Guarantee or other equivalent evidence of Collateral

[264] Proof of insurance of the EETS Provider

4.3 DOCUMENTS OF THE TOLL COLLECTION ADMINISTRATOR

4.3.1 DOCUMENTS OF THE TOLL COLLECTION ADMINISTRATOR - GATE 1

The Toll Collection Administrator shall provide the **non-public documents** listed below to the EETS Provider upon completion of **Gate 1**:

[31] Trust elements applicable to the performance of tests

[32] Protocol on the (un)successful completion of the acceptance of the Technical and Operational Concept

[33] Approved updated schedule for the Individual Tests (detailed daily and hourly schedule)

4.3.2 DOCUMENTS OF THE TOLL COLLECTION ADMINISTRATOR - GATE 2

The Toll Collection Administrator shall provide the **non-public documents** listed below to the EETS Provider upon completion of **Gate 2**:

[41] Protocol on the (un)successful completion of OBE Individual Tests

[42] Protocol on the (un)successful completion of the Individual Back-office Interface Tests

[43] Approved updated schedule for the Comprehensive Test (detailed daily and hourly schedule)

4.3.3 DOCUMENTS OF THE TOLL COLLECTION ADMINISTRATOR - GATE 3

The Toll Collection Administrator shall provide the **non-public documents** listed below to the EETS Provider upon completion of **Gate 3**:

[51] Trust elements applicable for the performance of Pilot Operation

[52] Protocol on the (un)successful completion of the Comprehensive Test

[53] Approved updated schedule for the performance of the Pilot Operation

4.3.4 DOCUMENTS OF THE TOLL COLLECTION ADMINISTRATOR - GATE 4

The Toll Collection Administrator provide over the **non-public documents** listed below to the EETS Provider upon completion of **Gate 4**:

[61] Trust elements applicable to orderly operation

[62] Reports of measured quality of service parameters (SLA parameters)

[63] Protocol on the (un)successful completion of the Pilot Operation

[64] Final report on the progress and results of the verification of the Suitability for use of the Interoperability Constituents

[65] Certificate of Suitability of the Interoperability Constituents for use

[66] Invitation to conclude the EETS Contract

[67] Determination of the minimum amount of the Collateral

4.3.5 DOCUMENTS OF THE TOLL COLLECTION ADMINISTRATOR - GATE 5

The Toll Collection Administrator shall provide the **non-public documents** listed below to the EETS Provider upon completion of **Gate 5**:

[71] Signed and valid EETS Contract with annexes

[72] Authorization to provide EETS services - extract from the register of accredited EETS Providers for the EETS domain with whom the Toll Collection Administrator has concluded an EETS Contract

[73] Instruction for start of provision of EETS

5 MATERIALS FOR ACCREDITATION

The EETS Provider is obliged to provide, at their own expense, all resources necessary for the performance of the Accreditation according to the relevant terms and conditions of the Future EETS Contract.

5.1 OBE

The EETS Provider is obliged to provide 10 (ten) OBEs of each model/type to the Toll Collection Administrator that the EETS Provider has and that are to be subject to verification of the Suitability of the Interoperability Constituents for use. The EETS Provider shall fulfil the above-mentioned obligation by the notification of readiness to start the tests [252], but at the latest within 4 (four) months after the entry into force of the Future EETS Contract, unless otherwise agreed by the Contracting Parties. The Toll Collection Administrator shall return the OBE to the EETS Provider upon completion of the tests, at the latest after the Accreditation procedure has been completed.

5.2 BACK-OFFICE INTERFACE OF THE EETS PROVIDER

The EETS Provider is obliged to make the *Back-office* interface available for the electronic exchange of data with the system of the Toll Collection Administrator to perform the prescribed tests. The *Back-office* must have internal processes and functions implemented to flawlessly support the business processes described in the agreed and approved Technical and Operational Concept. The EETS Provider shall fulfil the above-mentioned obligation by the notification of readiness to start the tests [252], but no later than within 4 (four) months after the entry into force of the Future EETS Contract, unless otherwise agreed by the Contracting Parties.

5.3 ETC SYSTEM BACK-OFFICE INTERFACE OF THE TOLL COLLECTION ADMINISTRATOR

The Toll Collection Administrator is obliged to make the *Back-office* interface available for the electronic exchange of data with the system of the EETS Provider to perform the prescribed tests. The ETC system ensures business processes and functions in accordance with the technical specification and applicable international standards. The Toll Collection Administrator shall comply with the above-mentioned obligation immediately after the notification of readiness of the EETS Provider to start the tests. For the purpose of verifying the suitability of the Interoperability Constituents for use, the Toll Collection Administrator shall operate several instances of the operating system which consist of the following:

- a) testing environment for the Individual Tests, Comprehensive Test and Pilot Operation;
- b) production environment for the implementation of the Trial Operation.

5.4 DSRC ROADSIDE AND MOBILE INFRASTRUCTURE INTERFACE OF THE TOLL COLLECTION ADMINISTRATOR

The Individual DSRC interface tests and/or the Comprehensive Test by exchange of the CCC check reports (*Compliance Check Communication*) and/or Pilot Operation shall be performed by the Toll Collection Administrator on the test infrastructure and/or in the laboratory. The test site consists of a dedicated control gate and a dedicated vehicle MEV (*Mobile Enforcement Vehicle*) as defined in the Test Scenarios of the Interoperability Constituents[23].

The Toll Collection Administrator shall perform the Trial Operation of the OBE in a production control system environment.

5.5 TEST VEHICLES AND OBE FOR PILOT OPERATION

The obligation of the EETS Provider is to prepare a fleet of test vehicles equipped with OBE to perform the Comprehensive Test and Pilot Operation and to ensure their traffic on the Defined Road Sections, including drivers,



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fuel, and consumables, at its own expense. For the purposes of Pilot operation, OBE will be equipped with elements ensuring the confidence of DSRC communication with the control system of the Toll Collection Administrator intended for the ETC system test environment.

6 ANNEXES

6.1 GENERAL ANNEXES

The following general annexes form part of this EETS Domain Statement:

- [1] List of Specified Road Sections
- [2] The EETS Domain Register
- [3] Register of accredited EETS Providers with whom the Toll Collection Administrator has concluded the EETS Contract
- [4] Framework schedule for the Accreditation procedure
- [5] Application for Accreditation Template
- [6] Schedule of Charges
- [7] Future EETS Contract Template
- [8] Toll Collection Act
- [9] Regulation
- [10] Decree
- [11] EETS Contract Template
- [12] Bank Guarantee Template
- [13] Quality Parameters for the provision of EETS
- [14] Glossary of Terms
- [15] Intercommunication parameters - Annex No. 4 to the Future EETS Contract and Annex No. 3 to the EETS Contract
- [16] Template of the Operational Report - Annex No. 4 of the EETS Contract
- [17] Range of Customer Service - Annex No. 7 of the EETS Contract

6.2 TECHNICAL SPECIFICATIONS

The following technical specifications are part of this EETS Domain Statement and shall be provided by the Toll Collection Administrator to the EETS Provider immediately after the conclusion of the Future EETS Contract:

- [21] Basic Technical Requirements for Interoperability Constituents
- [22] Technical Description of the EETS *Back-office* Interface of the Toll Collection Administrator
- [23] Test scenarios of the Interoperability Constituents
- [24] EETS Provider's Back-office Comprehensive Verification

(end of document)