

## EETS Domain Statement v. 3.0

### ---OVERVIEW OF CHANGES---

This document contains a summary of the main changes made in the documentation of the European Electronic Toll Service (hereinafter referred to as "EETS") Domain Statement compared to version 2.0, which was published by Národná diaľničná spoločnosť, a.s. (National Motorway Company) as the Toll Collection Administrator on its website on 18/01/2023. The changes made in the EETS Domain Statement version 3.0 affect the documents listed below in the following scope:

#### EETS DOMAIN STATEMENT

1. A new letter e) has been added to Article 2.1.4, which, in accordance with the Regulation, clarifies the rules for granting the Discount and emphasizes that the Discount is provided not only for the Toll Charged Vehicle, but also for the Operator of the Toll Charged Vehicle, which means that if there is a change of the Vehicle Operator, the kilometers driven by the Toll Charged Vehicle will be "reset".
2. In Article 2.2.2, the requirement to send empty Toll Declarations has been removed, and in this context, notes marked with \* and also Article 2.3.1 have been modified. At the same time, in accordance with the non-public technical documentation, the time interval for sending WhiteLists and BlackLists has been changed from the original interval of 24 hours to 2 hours, and the notes marked \*\* have been modified.
3. In Article 2.2.3, the time for drawing up and sending the KPI and SLA report to the EETS Provider, which is drawn up by the Toll Collection Administrator, has been changed to the 25th day of the subsequent Month, while the EETS Provider is entitled to comment on the KPI and SLA report within a period of 5 working days from its delivery.
4. In Articles 2.2.4 and 2.3.4, the deadline for issuing and sending the invoice for the Aggregate Toll has been changed to, normally, within 5 calendar days after the end of the Billing Period.
5. In Article 2.2.5, the Key Performance Indicators (KPI) and the SLA parameters have been modified in such a way that KPI E.1 has been removed due to the removal of the requirement to send empty Toll Declarations, by which this KPI has no sense, but at the same time the requirement to send position data itself is covered by the original KPI E.2. The original KPI E.6 has been supplemented by KPI E.6.3 to correct Other errors and Other malfunctions. At the same time, the original KPIs E.7 and E.8 have been adjusted in the part of the time interval for sending WhiteLists and BlackLists from the original interval of 24 hours to regular maximum intervals of 120 minutes after sending the previous version of the WhiteList and BlackList; see document "Quality Parameters for the provision of EETS". It has also been established that the Toll Collection Administrator is authorized to unilaterally change the Key Performance Indicators (KPI) and prescribed SLA values in justified cases.
6. Due to the amendments to the conditions for conducting the Pilot Operation, Article 2.6.1 has been modified in the part regarding the fee for re-conducting of the Pilot Operation so that the fee will not be applied in the case of extension of the Pilot Operation, as the EETS Domain Statement does not allow extension of the Pilot Operation.
7. All conditions for setting up Collateral and insurance, which were originally regulated in Articles 20 and 21 of the EETS Contract, have been moved to Articles 2.6.2 and 2.6.3, however, the conditions themselves remain unchanged.
8. Article 2.6.4 expressly stipulates that the EETS Provider's Remuneration is not subject to subsequent adjustment (reduction) by the amount of Offline Discounts. It has also been established that the EETS Provider's entitlement to Remuneration for operating active OBEs does not arise if they have already been entitled to remuneration for the same active OBE within the provision of the services of the Principal Toll Service Provider, as such a concurrency of Toll service provision is not excluded for the Toll Collection Administrator.
9. The new Article 2.6.6 has been supplemented with the provisions that regulate the procedure in the event of EETS provision failures (originally regulated in Section 10.2. EETS Contract) and the procedure in the event of

malfunctions that result in the non-functionality of the OBE provided by the EETS Provider during the use of the Specified Road Sections by the EETS User.

10. Fig. 1 and Fig. 2 have been modified due to adjustments in the duration of the Pilot Operation.
11. Article 3.3 has been modified in the part on the minimum duration of the Pilot Operation.
12. Article 3.5 (including Sub-articles 3.5.1 to 3.5.3) has been modified in the requirements for the content of the Technical and Operational Concept and the conditions for approval of the Technical and Operational Concept, also following the new wording of the methodological guideline [24] "EETS Provider's Back-office Comprehensive Verification" broadly describing the business processes which the Toll Collection Administrator requires the EETS Provider to describe in the Technical and Operational Concept; and there is a more specific definition of significant errors in the Technical and Operational Concept which result in re-approval of the Technical and Operational Concept.
13. Article 3.6 modifies the definitions of the terms Critical Error and Serious Error during the execution of tests in the Accreditation process, and regulates the condition that all Other errors that do not prevent the completion of tests with a reservation must be corrected before the Certificate of Suitability of the Interoperability Constituents for use is issued.
14. Article 3.6.1 has been supplemented with provisions that allow the Toll Collection Administrator to decide on the inclusion of the EETS Provider in the testing order depending on the capacities of the Toll Collection Administrator in the event that the tests are unsuccessful (the EETS Provider has reached the maximum number of unsuccessful repetitions of the test blocks for which the Toll Collection Administrator has a right to withdraw from the Future EETS Contract in accordance with the EETS Domain Statement), but the Toll Collection Administrator will not withdraw from the Future EETS Contract and will allow the EETS Provider to continue with the tests; these provisions will also be adequately applied to the testing of another OBE at the time when the EETS Contract has already been concluded; in this context, a new Article 3.10 has been added.
15. In Article 3.6.4, the conditions and scope of the Comprehensive Test have been adjusted following the removal of part b) of the Comprehensive Test and following the new requirements defined in terms of the revised methodological guideline [24] "EETS Provider's Back-office Comprehensive Verification".
16. Article 3.6.5 modifies the conditions and success criteria for the Pilot Operation and modifies the KPI assessment following the reduction of the minimum duration of the Pilot Operation.
17. Article 3.7 regulates the conditions for issuing the Certificate of Suitability of the Interoperability Constituents for use following the request of the Toll Collection Administrator to remove all reservations raised by the Toll Collection Administrator during the Accreditation process.
18. A new Article 3.9 has been added, which regulates the conditions for conducting the Trial Operation, which were originally partially regulated in Section 5.3 EETS Contract.
19. A new Article 3.10 has been added, which regulates the conditions for managing changes, if any of the Interoperability Constituents loses the validity of the assessment of suitability for use by introducing a change or has not yet had an assessment of suitability for use issued, or if there are changes on the part of the Toll Collection Administrator with an impact on the Interoperability Constituents, and will thus require a new assessment of suitability for use process, i.e. new Accreditation.
20. It has been added in Article 4.2 that some parts of the Technical and Operational Concept of a technical nature can also be submitted in English based on the prior approval by the Toll Collection Administrator.
21. It has been specified in Articles 5.3 to 5.5 that the Pilot Operation will be conducted in a test environment and only the Trial Operation will be carried out in a productive environment.

## EETS DOMAIN REGISTER

22. The link to the sources of information was modified after the launch of the website for EETS [www.mytobezhranic.sk](http://www.mytobezhranic.sk).

## FRAMEWORK ACCREDITATION SCHEDULE

23. The graphical representation of the framework Accreditation schedule has been modified in connection with the modification of the duration of the Pilot Operation.

## SCHEDULE OF CHARGES

24. Due to the amendments to the conditions for conducting the Pilot Operation, the Schedule of Charges has been modified in the part regarding the fee for re-conducting of the Pilot Operation so that the fee will not be applied in the case of extension of the Pilot Operation, as the EETS Domain Statement does not allow extension of the Pilot Operation, and also, each re-conducting of the Pilot Operation will be the unit of measurement (i.e. it has replaced the original 1 month of the repeated duration).

## FUTURE EETS CONTRACT

25. There are only minor changes here, which do not affect the already concluded Future EETS Contracts. Section 2.7 has been modified following the transfer of the conditions for setting up Collateral and insurance from Article 20 and 21 EETS Contract to Article 2.6.2 and 2.6.3 EETS Domain Statement.
26. It has been specified in Section 5.5 that the maturity of a claim for a contractual penalty occurs after delivery of the invoice, while the provision of Section 2.12 shall be applied accordingly.

## EETS CONTRACT

27. The part regarding the conditions of the Trial Operation has been removed in Section 5.3, as it has already been regulated in Article 3.9 EETS Domain Statement.
28. Article 8 establishes that the Toll Collection Administrator is authorized to unilaterally change the Key Performance Indicators (KPI) and prescribed SLA values in justified cases.
29. The Toll Collection Administrator's obligation to provide the EETS Provider with adequate cooperation in resolving complaints of EETS Users if such cooperation is necessary has been added to Section 9.2.
30. The part regarding the failure of EETS provision exclusively on the side of the EETS Provider and the procedure applied by the Contracting Parties in such a case have been removed in Section 10.2, as this part has already been regulated in Article 2.6.6 EETS Domain Statement.
31. Section 11.3 has been supplemented with a reference to Article 2.6.6 EETS Domain Statement regarding the procedure in the event of malfunctions that result in the non-functionality of the OBE provided by the EETS Provider during the use of the Specified Road Sections by the EETS User.
32. The procedure for the cases of OBU and OBE duplication has been added in Section 11.6.
33. The wording of Section 12.6 EETS Contract has been consolidated following Articles 2.2.4 and 2.3.4 EETS Domain Statement, in which the deadline for issuing and sending the invoice for the Aggregate Toll has been changed to, normally, within 5 calendar days after the end of the Billing Period.
34. In Section 13.3 the method of payment and notification of a change in bank details has been changed and the obligation of the Contracting Parties to notify only the bank accounts stated in the list of VAT payers with the bank account numbers they use for business for the payment purposes under the EETS Contract has been added.
35. The obligations of the Contracting Parties in the area of Cyber security and personal data protection have been revised in Article 18, especially due to the need for the creation, reporting and reactivity when dealing with Cyber Security Incidents and ensuring the protection of personal data for the purposes of the contractual relationship between the Toll Collection Administrator and the EETS Provider.
36. In Section 19.4, it has been specified that the maturity of a claim for contractual penalty occurs after delivery of the invoice, while the provision of Sections 13.2 to 13.4 shall be applied accordingly.
37. In Article 20 and Article 21, the parts on setting up Collateral and insurance have been removed, as they have already been modified in Article 2.6.2 and 2.6.3 EETS Domain Statement.
38. In Section 22.3, it has been specified that the maturity of a claim for damages occurs after delivery of the invoice, while the provision of Sections 13.2 to 13.4 shall be applied accordingly.
39. Sections 23.4 f) and o) regulate the cases of withdrawal from the EETS Contract by the Toll Collection Administrator in the event of unsuccessful completion of the Trial Operation and in the event of non-compliance with the obligations in Cyber security and personal data protection.
40. The reasons for withdrawal from the Contract by the EETS Provider have been added in Sections 23.5 f) to h).
41. The requirement for the EETS Provider to ensure the consent of the Vehicle Operator to the use of their data for the purpose of carrying out traffic engineering analyses, surveys and forecasts, analyzes of the use of the territory, etc. has been removed in Section 24.5 a).

## QUALITY PARAMETERS FOR THE PROVISION OF EETS

42. It has been established in the amended Article 1 - General Provisions - that the Toll Collection Administrator is authorized to unilaterally change the Key Performance Indicators (KPI) and prescribed SLA values in justified cases.
43. Article 2 - EETS Quality and Performance Measurement - Section 4 has been supplemented with the provision (fiction), according to which if the EETS Provider does not raise any objections to the KPI and SLA report within 5 (five) working days from its receipt, it shall be deemed that the values stated in the KPI and SLA report are correct, and the KPI and SLA report is considered closed.
44. In Article 3 – KPI Indicator and Prescribed SLA Level Definition – Section 3.1, i.e. KPI E.1 – Submission of Toll Declarations – has been removed, and all other KPI indicators have been renumbered.
45. The KPI indicator - Share of Delayed Position Data - the evaluation period has been changed from the original 90 days to 60 days after the end of the Month.
46. The KPI indicator - Incorrectly Charged Toll - the evaluation method has been changed and all legitimate complaints which were applied to the Toll Collection Administrator and which were assessed as legitimate in Month *m* are taken into account for the SLA calculation, regardless of which Monthly period the complaints refer to.
47. The KPI indicator - Unreported Toll - has been supplemented with an explanation that 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.
48. The KPI indicator – Solving EETS Errors and Malfunctions – has been supplemented by Other errors / Other malfunctions and the prescribed SLA value has been determined, and thus the removal of Other errors / Other malfunctions and penalties for violations of this KPI parameter.
49. The KPI indicators - Updating the List of Toll Charged Vehicles (White-list) and Updating the list of invalid OBEs (Black-list) - have been modified in the minimum frequency of sending data messages to at least 12 x per calendar day, while at the same time the time limit of 120 minutes must be observed, which is defined as the time that elapses between sending two consecutive electronic data messages *ExceptionListADU*. The new SLA value and a penalty system for SLA violations have been set.

## GLOSSARY OF TERMS

50. Harmonized and supplemented by new terms following the changes in the EETS Domain Statement and its annexes.

## PARAMETERS OF MUTUAL COMMUNICATION

51. Completed with new contacts for reporting OBE malfunctions and the occurrence of a Cyber Security Incident.

## SAMPLE OPERATIONS REPORT

52. In Part 2 - Operational Information - the error / malfunction severity has been added and the section on identified operational risks has been removed.
53. Part 4 - Quality of Services - removed, as KPI and SLA measurement is carried out by the Toll Collection Administrator.
54. Part 5. - Business Information - significantly reduced only to data on active OBE and the amount of the prescribed Toll.

## EETS PROVIDER'S BACK-OFFICE COMPREHENSIVE VERIFICATION

55. There is a change in the original concept of testing within the Comprehensive Test and the document has been prepared as a new wording of the methodological guideline [24] "EETS Provider's Back-office Comprehensive Verification" broadly describing the business processes which the Toll Collection Administrator requires the EETS Provider to describe in the Technical and Operational Concept.